

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

**WEDNESDAY, JUNE 6, 2018**

**6:30 P.M.**

**Mission City Hall**

**PUBLIC COMMENTS**

**PUBLIC PRESENTATIONS / INFORMATIONAL ONLY**

1. Sign Code Revisions ([page 3](#))

Following adoption of revisions to Mission's sign code in 2017, education and enforcement efforts were initiated throughout the City. In the course of this work, both Council and staff continued to hear feedback regarding various prohibited sign types, primarily pole signs. Staff was asked to draft revisions which could allow for the reuse of currently prohibited sign types on a limited, case by case, basis. This was accomplished by creating a new sign category allowing for "Signs of Historic Significance." The intent of the new code language is to provide a mechanism which allows for the preservation, maintenance or reuse of signage that contributes to Mission's unique character, history or identity, but would otherwise be prohibited. The Planning Commission held a public hearing on the proposed revisions at their May 29 meeting and their recommendation will appear as an action item on the June 20 City Council agenda.

**ACTION ITEMS**

2. Flooring Replacement for the Cardio / Weight Room / Stairs at the Sylvester Powell, Jr. Community Center - Christy Humerickhouse ([page 19](#))

Funds were budgeted in the 2018 Parks and Recreation Capital Improvement Program (CIP) to replace the rubberized/athletic flooring in the cardio room, weight room, and main stairwell of the Community Center. An invitation to bid was published in *The Legal Record*, and also mailed directly to six flooring contractors. One bid was received, and staff is recommending approval of the proposal from Quality Custom Flooring in a total amount of \$66,379.60 to complete the flooring replacement project. The project budget was \$85,000, resulting in a savings of approximately \$18,600.

3. SPJCC Pool Resurfacing - Christy Humerickhouse ([page 49](#))

The 2018 Parks and Recreation Capital Improvement Program (CIP) included funds to replace the surface of the indoor pool at the Sylvester Powell, Jr. Community Center which was last improved in August 2008. The resurfacing project was bid in *The Legal Record*, and also

mailed specifically to five qualified contractors. One bid was received, and staff is recommending approval of the proposal from Mid-America Pool Renovations in a total amount of \$57,100 to resurface the pool with a Diamond Brite material. The project budget was \$50,000 and staff recommends using savings realized through the cardio/weight room/stairwell flooring replacement project to address the \$7,100 shortfall.

## **DISCUSSION ITEMS**

### **OTHER**

4. Quarterly Code Enforcement Update - Brian Scott ([page 61](#))

With the recent elimination of the weekly City Administrator's report, staff committed to providing periodic (quarterly) updates on code enforcement statistics. The quarterly reports are intended to provide a more comprehensive view of code enforcement activity or issues, while still being timely enough to allow staff and Council the opportunity to review and discuss trends or areas of concern.

5. Department Updates - Laura Smith

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

<b>City of Mission</b>	Item Number:	1.
<b>INFORMATIONAL ITEM</b>	Date:	May 30, 2018
<b>COMMUNITY DEVELOPMENT</b>	From:	Laura Smith

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

**RE:** Sign Code Revisions

**DETAILS:** Following a lengthy inventory and evaluation process, the Council adopted revisions to Mission's sign code in April 2017. Changes made primarily pertained to the regulation of temporary signs.

Following adoption of the new code in 2017, education and enforcement efforts were initiated throughout the City. In the course of this work, both Council and staff continued to hear feedback regarding various prohibited sign types, primarily pole signs. The Council discussed the issue at several committee meetings in both 2017 and 2018, and ultimately asked staff to draft proposed revisions which might allow for the reuse of currently prohibited sign types on a limited, case by case, basis.

The revisions proposed included the addition of Section 430.130 creating a new sign category - Signs of Historic Significance. The intent of the new code language is to provide a mechanism which allows for the preservation, maintenance or reuse of signage that contributes to Mission's unique character, history or identity, but would otherwise be prohibited.

In addition to the new code section regarding Signs of Historic Significance, staff also took the opportunity to clean up Section 420.220 relating to Non-Conforming signs for clarity and ease of administration.

The Planning Commission considered the revisions at their May 29, 2018 meeting. The staff report, memorandum and a redlined version of the proposed code changes presented are included in the packet. At the meeting, the Planning Commission discussed and ultimately recommended tightening up the historic sign criteria over what was originally proposed. A second redlined version of the code, which reflects the Planning Commission's changes, and a draft ordinance are also included in the packet.

**Planning Commission Recommendation**

The Planning Commission, at their May 29, 2018 meeting, voted 7-1 to recommend approval of the proposed changes included in Case #18-02 to the City Council for adoption as part of the City of Mission Zoning Code with the requirement that the criteria outlined in Section 430.130 B (1) must be met in order for an application for a sign of historic significance could be submitted.

**CFAA CONSIDERATIONS/IMPACTS:** NA

Related Statute/City Ordinance:	Mission Municipal Code: Sections 420.220 and 430.130
Line Item Code/Description:	NA
Available Budget:	NA

# City of MISSION

City Hall - 6090 Woodson Street - Mission, Kansas 66202  
Community Development Department  
(913) 676-8360 - Fax (913) 722-1415

## PLANNING COMMISSION

### AGENDA

**May 29, 2018**

**7:00 PM**

**Mission City Hall - 6090 Woodson**

**Police Department Training Room**

1. Approval of Minutes from the April 16, 2018 meeting
2. Case # 18-02 Proposed Changes to the City of Mission Zoning Code as it Pertains to the Regulation of Signs.  
An application for consideration of proposed changes to the City of Mission Zoning Code Section 420.220 relating to non-conforming signs, and the addition of Section 430.130 a new sign category - Signs of Historic Significance.
  - a. Staff Report
  - b. Memo from Laura Smith City Administrator
  - c. Red-Lined Version of the Proposed Changes
  - d. Notice of Public Hearing
3. Case # 17-11 Tidal Wave Auto Wash Final Site Development Plan Review - 6501 Johnson Drive  
An application for a Final Site Development Plan for a proposed car wash to be located on property at 6501 Johnson Drive.
  - a. Staff Report
  - b. Applicant's Exhibits
4. PC Comments/CIP Committee Update
5. Staff Updates

*Questions concerning this meeting may be addressed to staff contact, Brian Scott, Assistant City Administrator at (913) 676-8353.*

**STAFF REPORT**  
**Planning Commission Meeting May 29, 2018**

**AGENDA ITEM NO.:** 2

**PROJECT # / TITLE:** Case # 18-02

**REQUEST:** Amendment to the City of Mission Zoning Ordinance as it Pertains to Regulation of Signs

**LOCATION:** Mission, Kansas 66202 (Entire City)

**PROPERTY OWNER/APPLICANT:** City of Mission  
6090 Woodson  
Mission, KS 66202

**PUBLIC HEARING:** May 29, 2018

**STAFF CONTACT:** Laura Smith, City Administrator

**Background:**

The City is submitting an application for consideration of proposed changes to the City's zoning ordinance as it pertains to the regulation of signs. The proposed changes would:

- A. Amend Section 420.220 relating to non-conforming signs, and
- B. Add a new Section 430.130 providing for a new sign category - Signs of Historic Significance.

**Analysis:**

Section 430.130 is new proposed zoning code section. The proposed code section establishes specific criteria for considering a designation of a current sign, including those which may be legal non-conforming uses or currently prohibited sign types, a sign of "historic significance." The owner of a sign that meets the criteria will be required to submit an application to the Planning Commission for consideration of formal designation. The Planning Commission will decide whether or not to approve the application for the historic sign designation. The sign owner may appeal an adverse decision to the City Council.

Section 420.220 is a current section of the zoning code pertaining to non-conforming signs. Proposed changes would be congruent with the new Section 430.130 and provide clarity.

Proposed changes will impact the regulation of signs throughout the City.

A public hearing will be conducted as part of the consideration process in order to receive public comment.

Changes were last made to the zoning code in 2017 after City Staff conducted an extensive

survey of existing sign conditions in the City and review of the current zoning code section pertaining to sign regulations. Changes made primarily pertained to the regulation of temporary signs.

**Staff Recommendation**

Staff recommends the Planning Commission consider the proposed changes and vote to approve such changes and make a recommendation to the City Council for that the proposed changes to the City of Mission Zoning Code as outlined in Case #18-02 be adopted.

**Attachments:**

- Item A - Staff Report from Laura Smith, City Administrator
- Item B - Red-Line Version of Proposed Changes
- Item C - Notice of Public Hearing



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To: Mission Planning Commission  
From: Laura Smith, City Administration  
Date: May 23, 2018  
Re: Case # 18-02- Sign Code Changes

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### Background

In early 2015, in response to increased feedback by the community and City Council, staff proposed a process to conduct an inventory of existing signs, examine the current sign code regulations, and to recommend possible changes before initiating expanded sign code enforcement efforts. After much conversation and discussion resulting from that process, the Planning Commission recommended revisions to the sign code in March 2017.

The Council adopted the final revisions in April 2017. Following adoption, education and enforcement efforts were initiated throughout the City. In the course of enforcement, both Council and staff continued to hear feedback regarding various prohibited sign types, primarily pole signs. The Council discussed the issues at several committee meetings in 2017 and 2018, and ultimately asked staff to draft proposed revisions which might allow for the reuse of prohibited sign types on a limited, case by case, basis.

In addition to the potential reuse of prohibited sign types, staff also took the opportunity to clean up other portions of the code for clarity and ease of administration.

### Analysis of Proposed Code Changes

The proposed revisions to the sign code suggest changes to Section 420.220 relating to non-conforming signs. The changes detailed in the redlined version attached are intended to make this section easier to interpret and administer.

The revisions also include the addition of Section 430.130 which creates a new sign category - Signs of Historic Significance. The code section is intended to provide a mechanism to preserve or maintain signage that contributes to Mission's unique character, history or identity, but would otherwise be prohibited.

The code establishes specific criteria for considering a designation of historic significance, and is written to allow the consideration of any existing sign, including those which may be legal non-conforming uses or currently prohibited sign types. The Planning Commission will decide whether or not to approve the application for the historic designation; the sign owner may appeal an adverse decision to the City Council.

Signs classified as a sign of historic significance would be exempted from the sign regulations regarding type, height, area, and location as set forth in the City Code. In addition, signs of historic significance that are nonconforming as to type, size, height, or location are exempt from the regulations governing nonconforming signs and abandoned

signs. However, changes to the sign may not increase the nonconformity unless a variance is granted by the Board of Zoning Appeals. Classification as a sign of historic significance would not prevent a current or future owner from demolishing or removing the sign at a later date.

The addition of Section 430.130 seeks to offer flexibility in considering signs or sign types which may have value in creating or maintaining a sense of place or providing historical context, but to do so on a limited basis.

Next Steps

Staff asks that the Planning Commission conduct the public hearing as advertised, discuss the information presented above and the proposed changes, and make a recommendation to the City Council.

Staff Recommendation

Staff recommends approval of the proposed changes to the code as presented in the redline copy. Text shown as strikethrough will be removed in final version.



Section 420.220 Non-Conforming Signs.

[Ord. No. 1142 §14, 12-8-2004; Ord. No. 1259 §1, 5-21-2008; Ord. No. 1456 § 14, 4-19-2017]

- A. Subject to the ~~remaining restrictions provisions~~ of this Section and ~~the provisions of~~ Section **420.200**, non-conforming signs that were otherwise lawful on the effective date of this Article may be continued.
- B. No person may engage in any activity that causes an increase in the extent of non-conformity of a non-conforming sign. Without limiting the generality of the foregoing, no non-conforming sign may be enlarged or altered in such a manner as to aggravate the non-conforming condition, nor may illumination be added to any non-conforming sign.
- C. A non-conforming sign may not be moved or replaced and the message may not be changed, and except to bring the sign into complete conformity with this Article, except for "sign maintenance" as defined in Section **430.020**. In conducting "sign maintenance" to a non-conforming sign, a new sign permit is required. ~~any time a sign is altered.~~
- D. ~~Subject to the other provisions of this Section, n~~Non-conforming signs may be maintained and repaired so long as the cost of such work within any twelve-month period does not exceed fifty percent (50%) of the fair market value ~~(tax value if listed for tax purposes)~~ of such sign. No such work shall be done without the person proposing to do such work submits information reasonably required by first submitting such information as may be required to satisfy the City Public Works Director to establish the cost of the work and the value of the sign. ~~that the cost of such work would not exceed fifty percent (50%) of the value of the sign.~~
- E. If a non-conforming sign other than a billboard advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted, that sign shall be deemed abandoned and shall be removed (including support structure) by the sign owner, owner of the property where the sign is located or other person having control over such sign within thirty (30) days after such abandonment. ~~by the sign owner, owner of the property where the sign is located or other person having control over such sign.~~
- F. If a non-conforming billboard remains blank for a continuous period of one hundred eighty (180) days, that billboard shall be deemed abandoned and shall, within thirty (30) days after such abandonment, be altered to comply with this Article or be removed by the sign owner, owner of the property where the sign is located or other person having control over such sign. For purposes of this Section, a sign is "blank" if:
  - 1. It advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted; or
  - 2. The advertising message it displays becomes illegible in part or whole ~~or substantial part~~; or
  - 3. The advertising copy ~~paid for by a person other than the sign owner or promoting an interest other than the rental of the sign~~ has been removed.
- G. Sales or leasing signs existing on the effective date of this Article which do not conform to the requirements of Section **430.080(C)** or not previously in compliance with applicable regulations shall be removed by July 1, 2005.

SECTION 430.130 Signs of Historic Significance

A. Purpose. The signs of historic significance regulations are intended:

- 1. To provide for the preservation of the City of Mission's unique character, history, and identity, as reflected in its historic and iconic signs;

2. To preserve the sense of place that existed within the central business district and in areas of the City with concentrations of surviving historic signs;
3. To protect the community from inappropriate reuse of nonconforming and/or illegal signs while ensuring that the signs are safe and well maintained;
4. To allow the owner the flexibility to preserve historic and vintage signs. This classification does not preclude owners from removing these signs.

B. Criteria for identification of a sign of historic significance. A proposed sign of historic significance shall comply with at least three (3) of the following criteria.

1. The sign shall have been installed at least 40 years prior to the date of application;
2. The sign is an example of technology, craftsmanship or design of the period when it was constructed;
3. The sign may include, but is not limited to, a detached sign, pole sign, a roof sign, a painted building sign, or a sign integral to the building's design (fascia sign) or any other type of sign that was permitted on the property at the time the sign was installed;
4. The sign is structurally safe or can be made safe without substantially altering its historical appearance; and
5. The sign retains the majority of its character-defining features (materials, technologies, structure, colors, shapes, symbols, text and/or art) that have historical significance, are integral to the overall sign design, or convey historical or regional context.
6. The sign exemplifies the cultural, economic, and historic heritage of the City;
7. The sign is unique, was originally associated with a local business or local or regional chain, or it is a surviving example of a once common sign type that is no longer common.

C. Process for approval of signs of historic significance.

1. Application for approval of signs of historic significance may be made by the property owner having control over a sign or may be initiated by the City.
2. Within 60 days of submittal of an application, the Planning Commission shall determine if the application is complete and if the sign meets the applicable criteria for classification, and shall notify the property owner in writing whether or not the sign is eligible for classification as a sign of historic significance.
3. If the Planning Commission determines that the sign is not eligible for classification, the property owner may appeal the decision to the City Council within 30 days after such determination.

D. Exemptions, restoration, reuse.

1. Signs classified as a sign of historic significance are exempt from the sign regulations regarding type, height, area, and location as set forth in the City Code.
2. Signs of historic significance that are nonconforming as to type, size, height, or location are exempt from the regulations governing nonconforming signs and abandoned signs. However, changes to the sign may not increase the nonconformity unless a variance is granted by the Board of Zoning Appeals.
3. A sign of historic significance that will be adaptively reused must retain, repair, or restore the majority of the character-defining features (e.g., materials, technologies, structure, colors, shapes, symbols, text, and/or artwork) that have historical significance, or are integral to the overall design of the sign, or convey historical or regional context.

E. Demolition of a sign of historic significance. Classification as a sign of historic significance does not prevent the owner from demolishing the sign.

**NOTICE OF HEARING**  
**BEFORE THE CITY OF MISSION**  
**PLANNING COMMISSION**

Notice is hereby given that the Mission Planning Commission shall meet for the purpose of holding a Public Hearing to discuss and consider approval of proposed changes to the City's regulations regarding signs. Proposed changes include but are not limited to the following.

AN ORDINANCE AMENDING SECTION 420.220 AND SECTION 430.130 OF THE LAND USE REGULATIONS OF THE MUNICIPAL CODE OF THE CITY OF MISSION.

SECTION 420.220 NON-CONFORMING SIGNS

- A. Subject to the provisions of this Section and Section 420.200, non-conforming signs that were otherwise lawful on the effective date of this Article may be continued.
- B. No person may engage in any activity that causes an increase in the extent of non-conformity of a non-conforming sign. Without limiting the generality of the foregoing, no non-conforming sign may be enlarged or altered in such a manner as to aggravate the non-conforming condition, nor may illumination be added to any non-conforming sign.
- C. A non-conforming sign may not be moved or replaced and the message may not be changed, except to bring the sign into complete conformity with this Article, and except for "sign maintenance" as defined in Section 430.020. In conducting "sign maintenance" to a non-conforming sign, a new sign permit is required.
- D. Non-conforming signs may be maintained and repaired so long as the cost of such work within any twelve-month period does not exceed fifty percent (50%) of the fair market value of such sign. No such work shall be done without the person proposing to do such work submits information reasonably required by the City to establish the cost of the work and the value of the sign.
- E. If a non-conforming sign other than a billboard advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted, that sign shall be deemed abandoned and shall be removed (including support structure) by the sign owner, owner of the property where the sign is located or other person having control over such sign within thirty (30) days after such abandonment.
- F. If a non-conforming billboard remains blank for a continuous period of one hundred eighty (180) days, that billboard shall be deemed abandoned and shall, within thirty (30) days after such abandonment, be altered to comply with this Article or be removed by the sign owner, owner of the property where the sign is located or other person having control over such sign. For purposes of this Section, a sign is "blank" if:
  - 1. It advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted; or

2. The advertising message it displays becomes illegible in part or whole; or
3. The advertising copy has been removed.

#### SECTION 430.130 SIGNS OF HISTORIC SIGNIFICANCE

- A. Purpose. The signs of historic significance regulations are intended:
1. To provide for the preservation of the City of Mission's unique character, history, and identity, as reflected in its historic and iconic signs;
  2. To preserve the sense of place that existed within the central business district and in areas of the City with concentrations of surviving historic signs;
  3. To protect the community from inappropriate reuse of nonconforming and/or illegal signs while ensuring that the signs are safe and well maintained;
  4. To allow the owner the flexibility to preserve historic and vintage signs. This classification does not preclude owners from removing these signs.
- B. Criteria for identification of a sign of historic significance. A proposed sign of historic significance shall comply with at least three (3) of the following criteria.
1. The sign shall have been installed at least 40 years prior to the date of application;
  2. The sign is an example of technology, craftsmanship or design of the period when it was constructed;
  3. The sign may include, but is not limited to, a detached sign, pole sign, a roof sign, a painted building sign, or a sign integral to the building's design (fascia sign) or any other type of sign that was permitted on the property at the time the sign was installed;
  4. The sign is structurally safe or can be made safe without substantially altering its historical appearance; and
  5. The sign retains the majority of its character-defining features (materials, technologies, structure, colors, shapes, symbols, text and/or art) that have historical significance, are integral to the overall sign design, or convey historical or regional context.
  6. The sign exemplifies the cultural, economic, and historic heritage of the City;
  7. the sign is unique, was originally associated with a local business or local or regional chain, or it is a surviving example of a once common sign type that is no longer common.
- C. Process for approval of signs of historic significance.
1. Application for approval of signs of historic significance may be made by the property owner having control over a sign or may be initiated by the City.
  2. within 60 days of submittal of an application, the Planning Commission shall determine if the application is complete and if the sign meets the applicable criteria for classification, and shall notify the property owner in writing whether or not the sign is eligible for classification as a sign of historic significance.
  3. If the Planning Commission determines that the sign is not eligible for classification, the property owner may appeal the decision to the City Council within 30 days after such determination.
- D. Exemptions, restoration, reuse.
1. Signs classified as a sign of historic significance are exempt from the sign regulations

- regarding type, height, area, and location as set forth in the City Code.
2. Signs of historic significance that are nonconforming as to type, size, height, or location are exempt from the regulations governing nonconforming signs and abandoned signs. However, changes to the sign may not increase the nonconformity unless a variance is granted by the Board of Zoning Appeals.
  3. A sign of historic significance that will be adaptively reused must retain, repair, or restore the majority of the character-defining features (e.g., materials, technologies, structure, colors, shapes, symbols, text, and/or artwork) that have historical significance, or are integral to the overall design of the sign, or convey historical or regional context.
- E. Demolition of a sign of historic significance. Classification as a sign of historic significance does not prevent the owner from demolishing the sign.

The hearing will take place on **Tuesday, May 29, 2018 at 7:00 pm** at Mission City Hall, 6090 Woodson St, Mission, Kansas, at which time all interested persons will be heard.



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Ashley Elmore  
Planning Commission Secretary

Section 420.220 Non-Conforming Signs.

[Ord. No. 1142 §14, 12-8-2004; Ord. No. 1259 §1, 5-21-2008; Ord. No. 1456 § 14, 4-19-2017]

- A. Subject to the ~~remaining restrictions~~ provisions of this Section and ~~the provisions of~~ Section **420.200**, non-conforming signs that were otherwise lawful on the effective date of this Article may be continued.
- B. No person may engage in any activity that causes an increase in the extent of non-conformity of a non-conforming sign. Without limiting the generality of the foregoing, no non-conforming sign may be enlarged or altered in such a manner as to aggravate the non-conforming condition, nor may illumination be added to any non-conforming sign.
- C. A non-conforming sign may not be moved or replaced and the message may not be changed, and except to bring the sign into complete conformity with this Article, except for "sign maintenance" as defined in Section **430.020**. In conducting "sign maintenance" to a non-conforming sign, a new sign permit is required. ~~any time a sign is altered.~~
- D. ~~Subject to the other provisions of this Section, n~~Non-conforming signs may be maintained and repaired so long as the cost of such work within any twelve-month period does not exceed fifty percent (50%) of the fair market value ~~(tax value if listed for tax purposes)~~ of such sign. No such work shall be done without the person proposing to do such work submits information reasonably required by first submitting such information as may be required to satisfy the City Public Works Director to establish the cost of the work and the value of the sign. ~~that the cost of such work would not exceed fifty percent (50%) of the value of the sign.~~
- E. If a non-conforming sign other than a billboard advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted, that sign shall be deemed abandoned and shall be removed (including support structure) by the sign owner, owner of the property where the sign is located or other person having control over such sign within thirty (30) days after such abandonment. ~~by the sign owner, owner of the property where the sign is located or other person having control over such sign.~~
- F. If a non-conforming billboard remains blank for a continuous period of one hundred eighty (180) days, that billboard shall be deemed abandoned and shall, within thirty (30) days after such abandonment, be altered to comply with this Article or be removed by the sign owner, owner of the property where the sign is located or other person having control over such sign. For purposes of this Section, a sign is "blank" if:
  1. It advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted; or
  2. The advertising message it displays becomes illegible in part or whole ~~or substantial part~~; or
  3. The advertising copy ~~paid for by a person other than the sign owner or promoting an interest other than the rental of the sign~~ has been removed.
- G. Sales or leasing signs existing on the effective date of this Article which do not conform to the requirements of Section **430.080(C)** or not previously in compliance with applicable regulations shall be removed by July 1, 2005.

SECTION 430.130 Signs of Historic Significance

A. Purpose. The signs of historic significance regulations are intended:

1. To provide for the preservation of the City of Mission's unique character, history, and identity, as reflected in its historic and iconic signs;

2. To preserve the sense of place that existed within the central business district and in areas of the City with concentrations of surviving historic signs;
3. To protect the community from inappropriate reuse of nonconforming and/or illegal signs while ensuring that the signs are safe and well maintained;
4. To allow the owner the flexibility to preserve historic and vintage signs. This classification does not preclude owners from removing these signs.

B. Criteria for identification of a sign of historic significance.

1. To qualify for an application for identification as an historic sign, the sign shall comply with the following criteria:
  - a. The sign shall have been installed at least 40 years prior to the date of application;
  - b. The sign is structurally safe or can be made safe without substantially altering its historical appearance;
  - c. The sign retains the majority of its character-defining features (materials, technologies, structure, colors, shapes, symbols, text and/or art) that have historical significance, are integral to the overall sign design, or convey historical or regional context; and
  - d. The sign exemplifies the cultural, economic, and historic heritage of the City.
2. In addition, the following criteria may also be considered in the application process:
  - a. The sign is an example of technology, craftsmanship or design of the period when it was constructed;
  - b. The sign may include, but is not limited to, a detached sign, pole sign, a roof sign, a painted building sign, or a sign integral to the building's design (fascia sign) or any other type of sign that was permitted on the property at the time the sign was installed;
  - c. The sign is unique, was originally associated with a local business or local or regional chain, or it is a surviving example of a once common sign type that is no longer common.

C. Process for approval of signs of historic significance.

1. Application for approval of signs of historic significance may be made by the property owner having control over a sign or may be initiated by the City.
2. Within 60 days of submittal of an application, the Planning Commission shall determine if the application is complete and if the sign meets the applicable criteria for classification, and shall notify the property owner in writing whether or not the sign is eligible for classification as a sign of historic significance.
3. If the Planning Commission determines that the sign is not eligible for classification, the property owner may appeal the decision to the City Council within 30 days after such determination.

D. Exemptions, restoration, reuse.

1. Signs classified as a sign of historic significance are exempt from the sign regulations regarding type, height, area, and location as set forth in the City Code.
2. Signs of historic significance that are nonconforming as to type, size, height, or location are exempt from the regulations governing nonconforming signs and abandoned signs. However, changes to the sign may not increase the nonconformity unless a variance is granted by the Board of Zoning Appeals.
3. A sign of historic significance that will be adaptively reused must retain, repair, or restore the majority of the character-defining features (e.g., materials, technologies, structure, colors, shapes, symbols, text, and/or artwork) that have historical significance, or are integral to the overall design of the sign, or convey historical or regional context.

E. Demolition of a sign of historic significance. Classification as a sign of historic significance does not prevent the owner from demolishing the sign.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE AMENDING SECTION 420.220 AND SECTION 430.130 OF THE LAND USE REGULATIONS OF THE MUNICIPAL CODE OF THE CITY OF MISSION.**

**SECTION 420.220 NON-CONFORMING SIGNS**

- A. Subject to the provisions of this Section and Section 420.200, non-conforming signs that were otherwise lawful on the effective date of this Article may be continued.
- B. No person may engage in any activity that causes an increase in the extent of non-conformity of a non-conforming sign. Without limiting the generality of the foregoing, no non-conforming sign may be enlarged or altered in such a manner as to aggravate the non-conforming condition, nor may illumination be added to any non-conforming sign.
- C. A non-conforming sign may not be moved or replaced and the message may not be changed, except to bring the sign into complete conformity with this Article, and except for "sign maintenance" as defined in Section 430.020. In conducting "sign maintenance" to a non-conforming sign, a new sign permit is required.
- D. Non-conforming signs may be maintained and repaired so long as the cost of such work within any twelve-month period does not exceed fifty percent (50%) of the fair market value of such sign. No such work shall be done without the person proposing to do such work submits information reasonably required by the City to establish the cost of the work and the value of the sign.
- E. If a non-conforming sign other than a billboard advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted, that sign shall be deemed abandoned and shall be removed (including support structure) by the sign owner, owner of the property where the sign is located or other person having control over such sign within thirty (30) days after such abandonment.
- F. If a non-conforming billboard remains blank for a continuous period of one hundred eighty (180) days, that billboard shall be deemed abandoned and shall, within thirty (30) days after such abandonment, be altered to comply with this Article or be removed by the sign owner, owner of the property where the sign is located or other person having control over such sign. For purposes of this Section, a sign is "blank" if:
  - 1. It advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted; or
  - 2. The advertising message it displays becomes illegible in part or whole; or
  - 3. The advertising copy has been removed.



## **SECTION 430.130    SIGNS OF HISTORIC SIGNIFICANCE**

- A.     Purpose. The signs of historic significance regulations are intended:
1. To provide for the preservation of the City of Mission's unique character, history, and identity, as reflected in its historic and iconic signs;
  2. To preserve the sense of place that existed within the central business district and in areas of the City with concentrations of surviving historic signs;
  3. To protect the community from inappropriate reuse of nonconforming and/or illegal signs while ensuring that the signs are safe and well maintained;
  4. To allow the owner the flexibility to preserve historic and vintage signs. This classification does not preclude owners from removing these signs.
- B.     Criteria for identification of a sign of historic significance.
1. To qualify for an application for identification as an historic sign, the sign shall comply with the following criteria:
    - a. The sign shall have been installed at least 40 years prior to the date of application;
    - b. The sign is structurally safe or can be made safe without substantially altering its historical appearance;
    - c. The sign retains the majority of its character-defining features (materials, technologies, structure, colors, shapes, symbols, text and/or art) that have historical significance, are integral to the overall sign design, or convey historical or regional context; and
    - d. The sign exemplifies the cultural, economic, and historic heritage of the City.
  2. In addition, the following criteria may also be considered in the application process:
    - a. The sign is an example of technology, craftsmanship or design of the period when it was constructed;
    - b. The sign may include, but is not limited to, a detached sign, pole sign, a roof sign, a painted building sign, or a sign integral to the building's design (fascia sign) or any other type of sign that was permitted on the property at the time the sign was installed; and
    - c. The sign is unique, was originally associated with a local business or local or regional chain, or it is a surviving example of a once common sign type that is no longer common.
- C.     Process for approval of signs of historic significance.
1. Application for approval of signs of historic significance may be made by the property owner having control over a sign or may be initiated by the City.
  2. Within 60 days of submittal of an application, the Planning Commission shall determine if the application is complete and if the sign meets the applicable

criteria for classification, and shall notify the property owner in writing whether or not the sign is eligible for classification as a sign of historic significance.

3. If the Planning Commission determines that the sign is not eligible for classification, the property owner may appeal the decision to the City Council within 30 days after such determination.

D. Exemptions, restoration, reuse.

1. Signs classified as a sign of historic significance are exempt from the sign regulations regarding type, height, area, and location as set forth in the City Code.
2. Signs of historic significance that are nonconforming as to type, size, height, or location are exempt from the regulations governing nonconforming signs and abandoned signs. However, changes to the sign may not increase the nonconformity unless a variance is granted by the Board of Zoning Appeals.
3. A sign of historic significance that will be adaptively reused must retain, repair, or restore the majority of the character-defining features (e.g., materials, technologies, structure, colors, shapes, symbols, text, and/or artwork) that have historical significance, or are integral to the overall design of the sign, or convey historical or regional context.

E. Demolition of a sign of historic significance. Classification as a sign of historic significance does not prevent the owner from demolishing the sign.

PASSED AND APPROVED by the City Council this 20th day of June 2018.

APPROVED by the Mayor this 20th day of June 2018.

(SEAL)

---

Ronald E. Appletoft, Mayor

ATTEST:

---

Martha M. Sumrall, City Clerk

<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	May 24, 2018
<b>Parks &amp; Recreation</b>	From:	Christy Humerickhouse

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

**RE:** Replacement of flooring in the Sylvester Powell, Jr. Community Center's Cardio, Weight Room, and Stairwell areas.

**RECOMMENDATION:** Approve the proposal from Quality Custom Flooring in the total amount of \$66,379.60 to replace the rubberized flooring in the cardio room, weight room, and main and north stairwells at the Sylvester Powell, Jr. Community Center.

**DETAILS:** The rubberized/athletic flooring in the cardio room, weight room, and main stairwell is 19 years old, and the flooring in the north stairwell is 14 years old and all are showing significant signs of wear and tear. The flooring was budgeted for replacement in the 2018 Parks and Recreation Capital Improvement Program (CIP).

An invitation to bid on the flooring replacement was published on April 24 in *The Legal Record*. In addition, specific requests for bids were mailed to: Kiefer USA, All Flooring Kansas City, Kenny's Tile & Floor Covering, Weber Flooring, Quality Custom Flooring, and The Builders' Association/KC Chapter.

Because of the speciality athletic flooring material, Quality Custom Flooring was the only company to submit a bid. The flooring has an anticipated life expectancy of 10-15 years and is slip resistant. The total bid amount of \$66,379.60 is broken out by area as follows:

<b>Company</b>	<b>Weight Room</b>	<b>Cardio Room</b>	<b>Stairwells</b>	<b>Total</b>
Quality Custom Flooring	\$36,984.15	\$19,055.45	\$10,340.00	\$66,379.60

The 2018 CIP included a budget of \$85,000 for the cardio/weight room/stairwell flooring replacement. Quality Custom Flooring's bid results in a savings of over \$18,600. Funds are budgeted from Parks and Recreation sales tax revenues.

The project will be completed between Monday, August 20th and Wednesday, August 29th when the facility is closed for annual maintenance activities.

**CFAA CONSIDERATIONS/IMPACTS:** The cardio room and weight room at the Sylvester Powell, Jr. Community Center is used by individuals of various ages and abilities as a means to improve physical well being as well as provide for social interaction.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	2018 CIP - Parks & Recreation Sales Tax
Available Budget:	\$85,000



**INVITATION TO BID  
WEIGHT/CARDIO ROOM & STAIR  
FLOORING REPLACEMENT**

**DEPARTMENT OF PARKS AND RECREATION  
MISSION, KANSAS**

The City of Mission, KS is soliciting bids from qualified vendors to install new flooring material in the weight room, cardio room and stairwells at the Sylvester Powell, Jr. Community Center, 6200 Martway St., Mission, KS 66202. **All work on the floors must be completed between Monday, August 20 and Wednesday, August 29, 2018.** It is the City's intent that the facility will be open for business on Friday, August 31, 2018. To request a bid packet contact Christy Humerickhouse at [chumerickhouse@missionks.org](mailto:chumerickhouse@missionks.org) or call 913-722-8210.

Sealed bids for Weight/Cardio Room & Stair Flooring Replacement will be received by the City of Mission, Kansas, at the office of the City Clerk, City Hall, 6090 Woodson Street, Mission, Kansas 66202 until 2:30 p.m. local time on Wednesday, May 16, 2018. At that time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Mission, Kansas, and marked "BID FOR WEIGHT/CARDIO/STAIR FLOORING REPLACEMENT." Questions regarding this project should be directed to Christy Humerickhouse, Parks and Recreation Director at [chumerickhouse@missionks.org](mailto:chumerickhouse@missionks.org) with subject line reading "FLOORING REPLACEMENT". Proposers should specifically note the City of Mission prefers questions be submitted by email.

**INVITATION TO BID**

First published in The Legal Record, Tuesday, April 24, 2018.

**INVITATION TO BID  
WEIGHT/CARDIO ROOM & STAIR  
FLOORING REPLACEMENT**

**DEPARTMENT OF PARKS AND RECREATION  
MISSION, KANSAS**

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4/24

## SPJCC POOL WEIGHT/CARDIO/STAIRWAY FLOORING REPLACEMENT AGREEMENT

THIS AGREEMENT is made and entered into as the date of the last signatory to execute this Agreement, as detailed below, by and between **THE CITY OF MISSION, KANSAS, PARKS & RECREATION DEPARTMENT**, 6200 Martway St., Mission, KS 66202 ("Owner") and Quality Custom Flooring ("Contractor").

WHEREAS, Owner published a Weight/Cardio Rooms & Stair Flooring Replacement Bid Packet dated April 20, 2018, along with publication of notice to bid for flooring replacement services located at the Sylvester Powell Jr., Community Center, 6200 Martway St., Mission, Kansas 66202 ( the "Bid Packet");

WHEREAS, Contractor submitted a timely bid on May 16, 2018, incorporating the terms of the bid packet, including the bid specifications, manufacturer's specifications and utilizing the bid form provided in the bid package (the "Bid Form");

WHEREAS, Owner has agreed to award the bid to Contractor, and contractor has agreed to accept the award on the terms described on the Bid Form, all as to be memorialized in the Agreement,

NOW, THEREFORE, in consideration of the above and foregoing recitals and other good and valuable consideration, including the mutual promises, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. Payment: The City shall pay to the Contractor for the performance of the work embraced in this Agreement, and the Contractor will accept in full compensation therefor, the sum of *Sixty-Six Thousand Three Hundred Seventy-Nine Dollars and 60 Cents* (\$66,379.60) (subject to adjustment as provided by the Bid Documents) for all work covered by and included in the Agreement award and designated in the Bid Form. Payment thereof to be made in cash or its equivalent and in the manner provided in the Bid Documents.
2. Scope of Work: Contractor shall do all of the work and furnish all of the materials, supplies, machinery, equipment, tools, superintendents, labor, insurance and other accessories and services necessary to complete all of the tasks outlined in the Bid Packet, as my be supplemented by the Bid Form, submitted by the Contractor, and accepted by the City. The Bid Packet and Bid Form are incorporated herein by reference, in their entirety. Further detail regarding the scope of work is outlined in the Bid Packet and on the Bid Form, and incorporated herein by reference.
3. Time and Liquidated Damages: Time is of the essence to this Agreement. The commencement date of the work shall be August 20, 2018. The parties acknowledge that a August 29, 2018 deadline for completion of the work is a material part of the

consideration for this Agreement. As such, Contractor shall be liable to Owner for liquidated damages in the amount of \$250.00 per day for each day that the facility is not able to be open to the public due to the failure to complete construction of the work prior to August 29, 2018. Liquidated damages shall continue to accrue up through and including the date on which the facility is finally able to reopen to the public.

4. Clean Up / Residual Dust: Contractor shall be responsible for the clean-up of all excess and undesirable material. Clean-up is not a separate pay item, but it is made subsidiary to all other items of work performed under this Agreement. Notwithstanding the foregoing, Contractor has advised Owner that in indoor environments some residual dust may result which is inherent in some of Contractor's procedures described. Depending upon the environment, some specialized additional clean-up may be desired. Such additional specialized clean-up beyond that which Contractor normally would perform, or as described in the Bid Packet or on the Bid Form, shall be the responsibility of the Owner or subject to further negotiation between the parties by way of a change order.

Contractor is responsible to arrange for and provide a dumpster for materials to be disposed of.

5. Change Orders: No changes, alterations, additions or deletions of the work, or any addendum or additional exhibit to the Agreement, shall become part of the Agreement unless reduced to writing and accepted by both parties. Contractor shall be responsible for preparing written change orders and delivering the same to Owner, as may be necessary under the terms of this Agreement.
6. Lien Waivers: Contractor shall furnish to Owner any necessary and/or required lien waivers from any subcontractors that may be used in performing the work, and guaranties that title to work, materials and equipment provided herein shall pass to Owner free and clear of all liens, claims, security interests or other encumbrances.
7. Warranty: Contractor warrants to Owner that the work shall be performed in a workman-like and timely manner, all in accordance with the terms, conditions and specifications provided in the Bid Packet and Bid Form, and all of which are a material part of this Agreement. Contractor further warrants that installation of manufactured products shall be in accordance with all manufacturers' specifications to preserve any manufacturer's warranties for products installed. All manufacturers' warranties shall belong to Owner, and Contractor agrees to provide whatever documentation may be necessary to properly insure that manufacturer's warranties are transferred to Owner at Substantial Completion.
8. Insurance: Contractor shall furnish to Owner certificates of insurance issued by insurance companies acceptable to Owner and properly licensed to do business in the State of Kansas, evidencing the maintenance of adequate insurance coverages as listed

in the Bid Specifications. The City of Mission, Kansas, shall be named as an additional insured on all policies of insurance issued to Contractor required by the terms of this Agreement.

9. Indemnification: Contractor shall defend, indemnify and hold the City of Mission, its employees, agents and officers, harmless from and against any and all liability for damages, costs and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to person or property by reason of the acts or omissions of Contractor, its subcontractors, agents or employees in the performance of this Agreement.
10. No Assignment: Contractor may not assign, transfer, delegate or convey any rights or obligations under this Agreement without the prior written consent of Owner.
11. Disputes: The parties agree that any controversy or claim of either of them arising out of or related to this Agreement, or any breach thereof, which cannot be resolved by mutual agreement, shall be subject judicial resolution in the State Courts of Kansas in Johnson County. The parties further agree that should litigation be necessary to enforce the terms of this Agreement, the prevailing party, in addition to any other damages awarded, shall be entitled to recover reasonable attorney's fees and costs incurred in litigation. The award of fees and costs, and the determination of the prevailing party shall be made by decision of the Court.
12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
13. Entire Agreement: This Agreement, and all exhibits and addendum attached hereto, is intended to express the entirety of the agreement between the parties, superseding all prior negotiations, offers or agreements, whether written or oral. This Agreement may not be modified unless reduced to writing, executed by both parties.
14. Authority: Each person executing this Agreement represents that the execution hereof has been duly authorized by the party on whose behalf the person is executing this Agreement, and such person is authorized to execute the Agreement on behalf of such party. Upon execution, this Agreement shall be binding upon and shall inure to the benefit of any successors and/or permitted assigns of their respective parties to this Agreement.
15. Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year indicated below.

"OWNER"

City of Mission, Kansas

By: \_\_\_\_\_  
City Administrator

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to legal form and legal  
Adequacy according to law.

By: \_\_\_\_\_  
City Attorney

"CONTRACTOR"

Quality Custom Flooring  
By: Joe Marcellino owner

Date: 5/22/18

Weight/Cardio Rooms & Stair Flooring Replacement  
BID FORM

Bidder/Company Name: Quality Custom Flooring

Address: 21582 187th St.

City, State: Tonganoxie KS. 66086

Office phone: 913-909-1634

Contact: Joe Marcouillier

e-mail: FloorKC @ LIVE. Com

TOTAL COST TO COMPLETE PROJECT AS SPECIFIED

Weight Room 36,984.<sup>15</sup>

Written Bid: THIRTY SIX THOUSAND NINE HUNDRED EIGHTY FOUR DOLLARS  $-\frac{15}{100}$

Cardio Room 19,055.<sup>45</sup>

Written Bid: NINETEEN THOUSAND FIFTY FIVE DOLLARS AND FORTY FIVE CENTS

Stairwells 10,340.<sup>00</sup>

Written Bid: TEN THOUSAND THREE HUNDRED FORTY DOLLARS.

Total all inclusive bid: \$ 66,379.<sup>60</sup>

Written Bid: SIXTY SIX THOUSAND THREE HUNDRED SEVENTY NINE  $-\frac{60}{100}$

REFERENCES

Company: Advanced Exercise Equipment

Address: Overland Park Kansas.

Contact: Jeff Paxton

Telephone: (913) 980-1233

2. Company: Push Pedal Pull

Address: 7119 West 135<sup>th</sup> Street

Contact: Adam Wagner

Telephone: 913-558-1565

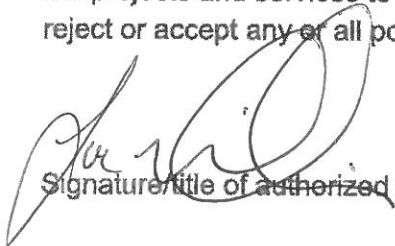
3. Company: Leonard Floors

Address: Lenexa

Contact: Doug Leonard

Telephone: 816-769-4645

I, Joe Marcoullier representing the Bidder in an official capacity understand that the information furnished to the City of Mission is true and correct and any misinformation may result in the cancellation of contract award. I have reviewed this bid packet and understand the projects and services to be provided. I also understand that the City has sole discretion to reject or accept any or all portions of the bid.



Signature/title of authorized representative

Date 5/15/2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/14/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Chris W Rhodes 10207 Leavenworth Rd Kansas City, KS 66109 (913) 788-9713 (669/663)	<b>CONTACT NAME:</b> Chris W Rhodes <b>PHONE (A/C No, Ext):</b> (913) 788-9713 <b>FAX (A/C No):</b> (877) 888-1499 <b>E-MAIL ADDRESS:</b> CRHODES@amfam.com														
<b>INSURED</b> Quality Custom Flooring, LLC c/o Joseph & Theresa Marcouillier 21582 187TH St Tonganoxie, KS 66086	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : American Family Mutual Insurance Company, S.I.</td> <td>19275</td> </tr> <tr> <td>INSURER B : Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Family Mutual Insurance Company, S.I.	19275	INSURER B : Berkley Insurance Company	32603	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BODILY INJURY \$ \$	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'LAGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	15-X54104-03	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	KSARP303015	01/09/2018	01/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> City of Mission 6200 Martway St Mission, KS 66202	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Chris W Rhodes, Agent
--	---



# VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)  
05/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

<b>PRODUCER</b> State Farm Jim Million Agent 13100 Kansas Ave, Suite G Bonner Springs KS 66012		<b>CONTACT NAME:</b> Jenny Jones <b>PHONE (A/C, No, Ext):</b> 913-422-5567 <b>FAX (A/C, No):</b> 913-422-5739 <b>E-MAIL ADDRESS:</b> jenny.jones.nm74@statefarm.com <b>PRODUCER CUSTOMER ID #:</b>	
<b>INSURED</b> Joseph Marcouillier DBA Quality Custom Flooring 21582 187th St Tonganoxie KS 66086		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Mutual Automobile Insurance Company NAIC # 25178 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b>	

### DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2018	GMC	K2500	Pickup	1GT12UEY1JF102555
DESCRIPTION				SERIAL NUMBER

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	Y	<input checked="" type="checkbox"/> VEHICLE LIABILITY	169 8937 A04 16	01/04/2018	01/04/2019	COMBINED SINGLE LIMIT	\$
		<input type="checkbox"/> GENERAL LIABILITY				BODILY INJURY (Per person)	\$ 1000000
		<input type="checkbox"/> OCCURRENCE				BODILY INJURY (Per accident)	\$ 1000000
		<input type="checkbox"/> CLAIMS MADE				PROPERTY DAMAGE	\$ 1000000
						EACH OCCURENCE	\$
						GENERAL AGGREGATE	\$
							\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		<input type="checkbox"/> VEH COLLISION LOSS				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> PROPERTY				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/>	\$

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### ADDITIONAL INTEREST

### CANCELLATION

Select one of the following: <input type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input checked="" type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
<b>VEHICLE / EQUIPMENT INTEREST:</b>			<b>DESCRIPTION OF THE ADDITIONAL INTEREST</b>		
NAME AND ADDRESS OF ADDITIONAL INTEREST City of Mission 6200 Martway St Mission KS 66202			<input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE LOAN / LEASE NUMBER AUTHORIZED REPRESENTATIVE		

ecore

Athletic



## STACKED PERFORMANCE ROLLS

### TECHNICAL MANUAL

Installation · Maintenance · Warranty

Manufactured in the U.S.A. by:

Revised 08/29/2017  
Supersedes all previous versions.  
Check website for updates.

866.795.2732 – [www.ecoreathletic.com](http://www.ecoreathletic.com)

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## INSTALLATION

### JOB SITE CONDITIONS

1. Installation should not begin until after all other trades are finished in the area. If the job requires other trades to work in the area after the installation of the floor, the floor should be protected with an appropriate cover. Kraft paper or plastic works well.
2. Areas to receive flooring should be weather tight and maintained at a minimum uniform temperature of 65°F (18°C) for 48 hours before, during, and after the installation.

### I. SUBFLOORS

Ecore's recycled rubber flooring; Performance sports surfacing rolls, may be installed over concrete, approved Portland- based patching and leveling materials, and wood.

**NOTE:** Gypsum-based patching and leveling compounds are not acceptable.

1. Wood Subfloors – Wood subfloors should be double construction with a minimum thickness of one inch. The floor must be rigid and free from movement with a minimum of 18 inches of well-ventilated air space below.
2. Underlayments – The preferred underlayment panel is American Plywood Association (APA) underlayment grade plywood, minimum thickness of 1/4-inch, with a fully sanded face.

**NOTE:** Particleboard, chipboard, Masonite and lauan are not considered to be suitable underlayments.

3. Concrete Floors – Concrete shall have a minimum compressive strength of 3000 psi. New concrete slabs should cure for a minimum of 28 days before installing Performance rolls. It must be fully cured and permanently dried.

### III. SUBFLOOR REQUIREMENTS AND PREPARATION

1. Subfloors shall be dry, clean, smooth, level, and structurally sound. They should be free of dust, solvent, paint, wax, oil, grease, asphalt, sealers, curing and hardening compounds, alkaline salts, old adhesive residue, and other extraneous materials, according to ASTM F710.
2. Subfloors should be smooth to prevent irregularities, roughness, or other defects from telegraphing through the new flooring. The surface should be flat to the equivalent of 3/16" (4.8 mm) in 10' (3.0 m).
3. Mechanically remove all traces of old adhesives, paint, or other debris by scraping, sanding, or scarifying the substrate. Do not use solvents. All high spots shall be ground level and low spots filled with an approved Portland-based patching compound.
4. All saw cuts (control joints), cracks, indentations, and other non-moving joints in the concrete must be filled with an approved Portland-based patching compound.



## INSTALLATION

5. Expansion joints in the concrete are designed to allow for expansion and contraction of the concrete. If a floor covering is installed over an expansion joint, it will likely fail in that area. Use expansion joint covers designed for resilient flooring.
6. Always allow patching materials to dry thoroughly and install according to the manufacturer's instructions. Excessive moisture in patching material may cause bonding problems or a bubbling reaction with the E-Grip™ III adhesive.
7. Moisture must be measured using the RH Relative Humidity test method per ASTM F2170 standard. Moisture content should not exceed 85% RH. If the levels exceed the limitations, the installation should not proceed until the situation has been corrected.
8. In the event that a moisture mitigation system is required, it must conform to the ASTM F3010 Standard Practice for Two-Component Resin Based Membrane Forming Moisture Mitigation Systems for use Under Resilient Floor Coverings.
9. It is essential that pH tests be taken on all concrete floors. If the pH is greater than 9, it must be neutralized prior to beginning the installation.
8. Adhesive bond tests should be conducted in several locations throughout the area. Glue down 3' x 3' test pieces of the flooring with the recommended adhesive and trowel. Allow to set for 72 hours before attempting to remove. A sufficient amount of force should be required to remove the flooring and, when removed, there should be adhesive residue on the subfloor and on the back of the test pieces.

### HAZARDS:

**SILICA WARNING** – Concrete, floor patching compounds, toppings, and leveling compounds can contain free crystalline silica. Cutting, sawing, grinding, or drilling can produce respirable crystalline silica (particles 1-10 micrometers). Classified by OSHA as an IA carcinogen, respirable silica is known to cause silicosis and other respiratory diseases. Avoid actions that may cause dust to become airborne. Use local or general ventilation or provide protective equipment to reduce exposure to below the applicable exposure limits.

**ASBESTOS WARNING** – Resilient flooring, backing, lining felt, paint, or asphaltic “cutback” adhesives can contain asbestos fibers. Avoid actions that cause dust to become airborne. Do not sand, dry sweep, dry scrape, drill, saw, beadblast, or mechanically chip or pulverize. Regulations may require that the material be tested to determine the asbestos content. Consult the document “Recommended Work Practices for Removal of Existing Resilient Floor Coverings” available from the Resilient Floor Covering Institute.

**LEAD WARNING** – Certain paints can contain lead. Exposure to excessive amounts of lead dust presents a health hazard. Refer to applicable federal, state, and local laws and the publication “Lead Based Paint: Guidelines for Hazard Identification and Abatement in Public and Indian Housing” available from the United States Department of Housing and Urban Development.

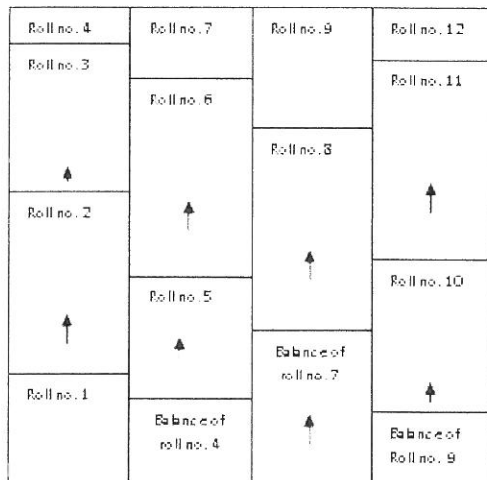
## INSTALLATION

### IV. MATERIAL STORAGE AND HANDLING

1. Material should be delivered to the job site in its original, unopened packaging with all labels intact.
2. Roll material should always be stored laying down. Storing rubber on end will curl the edges resulting in permanent memory of the material. All edges with memory curl must be straight edge cut before installation. Do not store rolls higher than 4 rolls or for more than six months. Material should only be stored on a clean, dry, smooth surface. Rolls should be stored with the end of the sheet facing up. If rubber is stored upside down the weight of the roll may cause the end of the sheet to compress, resulting in residual indentation.
3. **Inspect all materials for visual defects before beginning the installation. No labor claim will be honored on material installed with visual defects. Verify the material delivered is the correct style, color, and amount. Any discrepancies must be reported immediately before beginning installation.**

**NOTE: PERFORMANCE is manufactured from recycled materials and slight variance in shade and color chip dispersion is normal. It is the installer’s responsibility to inspect all products to insure the correct style, thickness, and color. Any moderate to severe discrepancies should be reported immediately before beginning the installation.**

4. The material and adhesive must be acclimated at room temperature for a minimum of 48 hours before starting installation.
5. **All Performance rolls must be unrolled and installed in the same direction. See diagram. Laying rolls in the opposite direction will cause color variations between the rolls.**



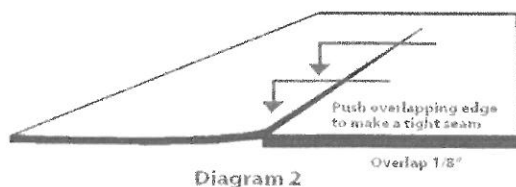
6. **Custom roll lengths eliminate the possibility of the rolls being manufactured and numbered in the customers desired installation sequence, and Ecore cannot be responsible for any resulting shading issue.**

## INSTALLATION

- Rolls are labeled with batch numbers and roll numbers. Do not mix batch numbers together and install all rolls in consecutive order.
- Roll material is stretched slightly during the manufacturing process. At the job site, the installer should unroll all cuts and allow to relax overnight. A bare minimum of two hours is required. Shaking the material once it is unrolled can help it to relax.

### V. INSTALLATION – DRY LAY AND PREPARATION

- Make the assumption that the walls you are butting against are not straight or square. Using a chalk line, make a starting point for an edge of the flooring to follow.
- Remove the Performance from the shrink-wrap and unroll it onto the floor. Lay the Performance on the floor in a way that will use your cuts efficiently. Cut all rolls at the required length, including enough to run up the wall.
- Allow the material to acclimate and relax for a minimum of 2 hours but preferably overnight.
- Place the edge of the first roll along the chalk line.
- Snap a chalk line where the seam will be located. If necessary, straight cut the seam edge of first piece. Align the first edge to the chalk line; it is very important that the seam is perfectly straight. If necessary, straight edge seam edge of second lineal drop if the first roll does not extend the length or width of the room. If end seams are necessary, they should be staggered on the floor and overlapped approximately 3-6".
- Some thicker versions of the Performance such as the 18mm can be difficult to cut. It is recommended to trace cut these carefully and preferred to cut at a slight bevel, causing the bottom layer to be slightly shorter than the finished top layer. If the bevel is cut in the wrong direction, gaps will be seen on the top finished surface.
- Position the second row with no more than a 1/8" overlap over the first roll at the seam. After adhesive is applied to substrate, the material will be worked back to eliminate the overlap. This procedure will leave tight seams and eliminate any gaps. Care should be taken to not over compress the seam. Over compressed seams will cause peaking and bond failure at seam edge.



**NOTE:** Over compressing the seam will result in bond failure at the seam edge.

- To alleviate cutting the long edge of the seam, it is recommended to order the rolls either the entire width or length of the room. If rolls span from one side of the room to the other, it is not necessary to cut the seams. This will substantially decrease the amount of time required to install the product.
- Repeat for each consecutive roll necessary to complete the area or those rolls that will be installed that day.

## INSTALLATION

### VI. INSTALLATION – ADHERING THE ROLLS

1. After performing the above procedures, begin the application of the adhesive. We recommend E-Grip III, a one-component moisture-cured polyurethane adhesive. E-Grip III should not be mixed. It is specially formulated for use right out of the pail. Apply E-Grip III to the substrate using a 1/16" square-notched trowel.
2. Fold over the first drop along the wall (half the width of the roll).
3. Spread the adhesive using the proper size square-notched trowel. Take care not to spread more E-Grip III than can be covered with flooring within 30 minutes. The open time of the adhesive is 30–40 minutes at 70°F and 50% relative humidity.

**NOTE: Temperature and humidity affect the open time of the adhesive. Temperatures above 70°F and/or relative humidity above 50% will cause the adhesive to set up more quickly. Temperatures below 70°F and/or relative humidity below 50% will cause the adhesive to set up more slowly. The installer should monitor the on-site conditions and adjust the open time accordingly.**

4. Lay the flooring into the wet adhesive. Do not allow the material to “flop” into place; this may cause air entrapment and bubbles beneath the flooring.
5. Immediately roll the floor with a 100 lb. three section flooring roller to ensure proper adhesive transfer. Overlap each pass of the roller by 50% of the previous pass to ensure the floor is properly rolled. Roll the width first and then the length. Roll a second time within 60 minutes.
6. Fold over the second half of the first roll and half of the second roll. Spread the adhesive. Spread the adhesive at right angles to the seam to achieve full coverage across the seam. Roll the flooring.
7. If one side of the seam is slightly higher than the other, use a small J type hand roller, applying pressure on the high side to level out.
8. Continue the process for each consecutive drop. Work at a pace so that you are always folding material back into wet adhesive.

**NOTE:** Never leave adhesive ridges or puddles. They will telegraph through the material.

9. Do not allow E-Grip III to cure on your hands or the flooring. Immediately wipe off excess adhesive with a rag dampened with mineral spirits! Cured adhesive is very difficult to remove from hands. We strongly suggest wearing gloves while using E-Grip III!
10. If some seams are gapping it is possible to hold them together temporarily with blue painters tape. Tape **MUST** be removed after adhesive has developed a firm set which is approximately 2-3 hours. Allowing tape to remain longer than 2-3 hours or using aggressive tapes may result in adhesive residue. Ecore will not be responsible for residue left behind from tape of any kind.
11. In some instances, it may be necessary to weigh down the seam until the adhesive develops a firm set. Boxes of cove base or tile work well. Keep traffic off the floor for a minimum of 24 hours. Floor should be free from rolling loads for a minimum of 72 hours. Foot traffic and rolling loads can cause permanent indentations or bond failure in the uncured adhesive

## MAINTENANCE

### IMPORTANT INFORMATION FOR THE INSTALLER

**Ecore recommends: our environmentally friendly cleaners for Performance rolls.**

#### FLOOR PROTECTION

The specifier should include specification details to protect the floor post-installation and until job construction is complete, such as covering the entire floor with paper or other floor covering device (plastic, plywood, etc.) until construction is completed and thorough cleaning and maintenance can be implemented.

#### ASSIGNMENT OF CLEANING AND MAINTENANCE

The specifier should determine and assign the responsibility for the initial cleaning and finishing. This responsibility should be specifically assigned to the flooring contractor, general contractor, maintenance contractor, or owner.

#### PRODUCTS AVAILABLE FOR PURCHASE

Ecore's E-Cleaner  
Ecore's E-Strip

The recommendations contained in this manual are listed because of their extensive testing and field experience with the Performance product. These instructions are given only as guidance to our customers and for use with our recommended tools and adhesives. Ecore cannot accept any responsibility for loss or damage that may result from the use of this information due to variations in working conditions and/or workmanship of the installer. Users are advised to conduct their own tests for a particular application and assign installers that are familiar with this type of flooring product.

Inspect all rolls for visual defects including shade variances prior to beginning installation. No labor claim will be honored on material installed with visual defects or shade variances. Any discrepancies must be reported immediately before beginning installation. Ensure that all job site and subfloor conditions are met.

Steps	Cleaning Product	Mixture	Equipment
Initial Cleaning	Ecore's E-Cleaner	10 oz./gal. water	Soft nylon brush or approved pad*
Daily Cleaning	Ecore's E-Cleaner	2-4 oz./gal. water	Soft nylon brush, or microfiber mop
Heavy Soil & Restorative Cleaning	Ecore's E-Cleaner or E-Strip	16 oz./gal. water	Approved pad*

\* Please contact Ecore's Technical Department for guidance on pad selection. 800-322-1923.

### VIII. CLEANING PROCEDURES

1. Initial Cleaning
  - a. Remove all surface soil, debris, sand, and grit by sweeping, dust mopping, or vacuuming with a high CFM vacuum. For large areas, use auto scrubbers to clean floors.
  - b. Scrub floor with Ecore's E-Cleaner (10 oz./gal. of water), using buffer or auto scrubber with a soft nylon brush or approved pad. Avoid flooding the floor.
  - c. Pick up solution with a wet vacuum, rinse with clean water and vacuum up the rinse water with a wet vacuum and allow to dry thoroughly (6-8 hours).
2. Daily/Regular Cleaning
  - a. Sweep, dust mop, or vacuum floor to remove surface soil, debris, sand, and grit.
  - b. Damp mop with a microfiber mop or auto- scrub using an approved pad or nylon brush with Ecore's E-Cleaner (2-4 oz./gal. of water).
3. Restorative Maintenance
  - a. Sweep and dry vacuum floor thoroughly.
  - b. Heavy scrub floor with Ecore's E-Cleaner (10 oz./gal. of water) or E-Strip. This cleaning may be performed with an auto scrubber or rotary scrubber.
  - c. Vacuum soiled solution with a wet/dry vacuum.
  - d. Rinse with clean water.
  - e. Pick up solution with wet vacuum.
  - f. Allow floor to thoroughly dry.
4. Heavy Soil
  - a. Remove as much surface soil, debris, sand, and grit as possible by sweeping, dust mopping, or vacuuming.
  - b. Scrub floor with Ecore's E-Cleaner or E-Strip, using a buffer or auto scrubber with an approved pad.
  - c. Pick up solution with a wet vacuum, rinse with clean water and allow to dry thoroughly (6-8 hours).

**EVERLAST PERFORMANCE ROLL WARRANTY**

All Ecore rubber flooring is guaranteed by Ecore to be free from manufacturing defects on both material and workmanship. If such a defect is discovered, the customer must notify Ecore either through the contracting installer, distributor, or directly. If found to be defective within three years under normal non-abusive conditions, the sole remedy against the seller will be the replacement or repair of the defective goods, or at the seller's option, credit may be issued not exceeding the selling price of the defective goods.

Performance warranty shall not cover dissatisfaction due to improper installation, damage from improper maintenance or usage, or general misuse, including and without limitation: burns, cuts, tears, scratches, scuffs, damage from rolling loads, damage from cleaning products not recommended by Ecore, slight shade variations or shade variations due to exposure to direct sunlight, or differences in color between samples or photographs and actual flooring.

**Excluded from Warranty**

These warranties do not apply to the following:

1. The exact matching of shade, color or mottling.
2. Any express or implied promise made by any salesman or representative.
3. Tears, burns, cuts or damage due to improper installation, improper use or improper cleaning agents or maintenance methods.
4. Wear from chairs or other furniture without proper floor protectors will void the warranty. Care should be taken to protect the flooring from damage by using good quality protective feet for chairs, tables, and other furniture. Chair mats may be required under chairs with casters/wheels.
5. Labor costs for installation of original or replacement material.
6. Sale of "Remnants", "Seconds", "Off Goods" or other irregular (non-first-quality) flooring materials. With respect to "Seconds", "Off Goods", or "Remnants" such are sold "as is," and Ecore makes no warranties whatsoever, express or implied with respect thereto, including warranties of merchantability or fitness for a particular purpose.
7. Problems caused by moisture, hydrostatic pressure, or alkali in the sub-floor.
8. Problems caused by uses, maintenance, and installation that are contrary to Ecore specifications, recommendations or instructions.
9. Material installed with obvious defects.
10. Damage to flooring products from high heels or spike heels.
11. Damage to flooring products from rubber mats or rubber backed mats.
12. Installation of Everlast products with adhesives other than those recommended by Ecore.
13. Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight.
14. Material that is not installed and maintained as recommended by Ecore.
15. Damage to flooring products from pallet jack and tow-motor traffic.
16. Environments where the product will be exposed to animal fats, vegetable oils, grease or petroleum based materials. (i.e.: commercial kitchens or auto repair facilities.)
17. Premature wear and deterioration from spikes and skate blade exposure.
18. Differences in color between products and photography.
19. Embossing / density deviations between product and samples, photography.

These warranties are in lieu of any other warranty expressed or implied. Ecore shall not be liable for any incidental or consequential damages which may result from a defect. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. These warranties give you specific rights, and you may also have rights which may vary from state to state. To know what your legal rights are in your state, consult your local or state Consumer Affairs Office or your State Attorney General. For complete and latest warranty information for products within the Performance collection, please visit [www.ecoreathletic.com](http://www.ecoreathletic.com)



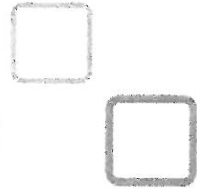
**866.795.2732 – [www.ecoreathletic.com](http://www.ecoreathletic.com)**

**Manufactured in the U.S.A. by:**

**715 Fountain Ave – Lancaster, PA 17601**

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**WARRANTY TERMS:** Roppe (“Manufacturer”) warrants to its original purchaser that, at the time of delivery by the Manufacturer, the flooring products described in the Manufacturer’s Catalog as Rubber or Vinyl Stair Treads, Risers & Stringers, both Light Duty and Heavy Duty (“Products”) will conform to Manufacturer’s published technical documents.

Manufacturer’s Products include the following products:

**Light Duty**

#16, #17, #50, #51, #70, #71 #80, #81

**Heavy Duty**

#18, #19, #30, #31, #40, #41, #60, #61, #92, #93, #94, #95, #96, #97, #98, #99

All warranties, whether expressed or implied, are contingent on the following requirements:

1. **All Guidelines Must Be Reviewed.** Installation and substrate preparation must be performed in accordance with all related ACI, ASTM, NWFA and RFCI guidelines (“Guidelines”).
2. **All Technical Data Must Be Reviewed.** Products must be installed in accordance with Manufacturer’s published architectural specifications, technical data sheets, care and maintenance documents and other relevant technical information provided by the manufacturer for the Products (“Technical Data”). This includes technical data sheets of all associated adhesive and maintenance products, as well as proper product and adhesive selection.

Manufacturer provides the following commercial warranties to its original purchaser:

1. **Light Duty Limited Commercial Warranty.** All Light Duty Products will conform to written specifications, will be free of any and all manufacturing defects outside of normal tolerances and will not prematurely wear from normal use. Premature wear shall be known as wearing completely through the Product’s wear layer within the warranty period. Warranty will cover material and labor for a period of **three (3) years** from date of purchase, per the following pro-rated schedule:
  - a. **Year 1:** 100% Material costs, 100% of Labor costs
  - b. **Year 2:** 100% Material costs, 50% of Labor costs
  - c. **Year 3+:** 100% of Material costs, 0% Labor costs
2. **Heavy Duty Limited Commercial Warranty.** All Heavy Duty Products will conform to written specifications, will be free of any and all manufacturing defects outside of normal tolerances and will not prematurely wear from normal use. Premature wear shall be known as wearing completely through the Product’s wear layer within the warranty period. Warranty will cover material and labor for a period of **five (5) years** from date of purchase, per the following pro-rated schedule:
  - a. **Year 1:** 100% Material costs, 100% of Labor costs
  - b. **Year 2:** 100% Material costs, 50% of Labor costs
  - c. **Year 3+:** 100% of Material costs, 0% Labor costs

These warranties are specific to the Products described in the Manufacturer’s Catalog and no other products. The warranties are only provided to original purchasing authority, company, person, entity, building and/or project and are non-transferable.

Products must be selected, installed, used, maintained and cared for in accordance with the Guidelines and Technical Data. The Products must be installed by a professional, licensed and experienced installer **only**. Any installation by anyone other than a professional installer shall void any and all expressed or implied

**WARRANTY TERMS:** Roppe ("Manufacturer") warrants to its original purchaser that, at the time of delivery by the Manufacturer, the flooring products described in the Manufacturer's Catalog as Rubber Tile and/or Rubber Sheet ("Product") will conform to Manufacturer's published technical documents.

Manufacturer's Products include the following products:

Designer's Choice Rubber Tile	Performance Compound Rubber Tile
Dimensions Rubber Tile	Raised Design Rubber Tile
Envire Rubber Tile & Sheet	SafeTCork Rubber Tile
Fiesta Rubber Tile	Smooth / Marbleized Rubber Tile
Marble Fiesta Rubber Tile	Spike/Skate Rubber Tile
Health & Learning Rubber Tile	

All warranties, whether expressed or implied, are contingent on the following requirements:

1. **All Guidelines Must Be Reviewed.** Installation and substrate preparation must be performed in accordance with all related ACI, ASTM, NWFA and RFCI guidelines ("Guidelines").
2. **All Technical Data Must Be Reviewed.** Products must be installed in accordance with Manufacturer's published architectural specifications, technical data sheets, care and maintenance documents and other relevant technical information provided by the manufacturer for the Products ("Technical Data"). This includes technical data sheets of all associated adhesive and maintenance products, as well as proper product and adhesive selection.

Manufacturer provides the following commercial warranties to its original purchaser:

1. **Limited Commercial Warranty.** Products will conform to written specifications, will be free of any and all manufacturing defects outside of normal tolerances and will not prematurely wear from normal use. Premature wear shall be known as wearing completely through the Product's wear layer within the warranty period. Warranty will cover material and labor for a period of **five (5) years** from date of purchase, per the following pro-rated schedule:
  - a. **Year 1:** 100% Material costs, 100% of Labor costs
  - b. **Year 2:** 100% Material costs, 50% of Labor costs
  - c. **Year 3+:** 100% of Material costs, 0% Labor costs
2. **Extended Commercial Warranty.** Product will conform to written specifications, will be free of any and all manufacturing defects outside of normal tolerances and will not prematurely wear from normal use. Premature wear shall be known as wearing completely through the Product's wear layer within the warranty period. Warranty will cover material and labor for a period of **ten (10) years** from date of purchase, per the following pro-rated schedule:
  - a. **Year 1-5:** 100% Material costs, 100% of Labor costs
  - b. **Year 6-10:** 75% Material costs, 50% of Labor costs

**PLEASE NOTE:** Prior to obtaining an Extended Commercial Warranty, a completed Extended Warranty Application Form **must be completed and returned** to RHC Technical. Extended Warranty Application Forms can be obtained and returned to Kim Jenkins at



These warranties are specific to the Products described in the Manufacturer's Catalog and no other products. The warranties are only provided to original purchasing authority, company, person, entity, building and/or project and are non-transferable.

Products must be selected, installed, used, maintained and cared for in accordance with the Guidelines and Technical Data. The Products must be installed by a professional, licensed and experienced installer **only**. Any installation by anyone other than a professional installer shall void any and all expressed or implied warranties. Guidelines may be obtained from the appropriate organization. Technical Data may be obtained at [www.roppe.com](http://www.roppe.com) and are available upon request (800) 537 - 9527.

**WARRANTY EXCLUSIONS:** The above warranties do not apply or cover any of the following:

1. Any expressed or implied promise made by any architect, designer, representative, sales agent, distributor or installer without expressed, written consent from Manufacturer's technical staff.
2. Normal Product shade, color or dimensional variations that are within normal tolerances.
3. Products installed with visible and obvious manufacturing defects.
4. Products installed outside of product limitations found in Technical Data.
5. Discoloration or damage caused by improper or incompatible cleaning products, floor finishes or finish removal products, as well as improper maintenance procedures, tools or machinery.
6. Discoloration or damage caused by subfloor or adhesive pH levels.
7. Discoloration or damage caused by direct and/or indirect UV light exposure.
8. Products that has not been installed in strict accordance with Guidelines and Technical Data.
9. Products that have not been installed with an explicitly compatible adhesive.
10. Products that have been damaged by excessive topical water, from such causes as improper or excessive maintenance, broken or leaking plumbing, sink overflow, flooding or weather conditions.
11. Products that have been damaged by hydrostatic pressure, osmosis, excessive subfloor moisture or moisture-related issues.
12. Products that have been damaged by negligence or accident, such as tears, burns or cuts.
13. Products that have been damaged by sharp, pointed objects, such as high heels, spikes or skates, unless explicitly allowed within the Technical Data.
14. Products that have been damaged by incompatible materials, such as acids, alkalis and solvents.
15. Products that have been damaged by animal or vegetable fats, oils or grease and petroleum-based hydrocarbons, unless explicitly allowed within the Technical Data.
16. Products that have been damaged by circumstances beyond the reasonable control of Manufacturer, such as ambient or substrate conditions.
17. Products that have been damaged or deformed by substrate imperfections, damage or improper substrate selection (per the Technical Data) and installation.
18. Products that have been subjected to conditions of use or maintenance not in strict conformity with the Technical Data.
19. Any Products that have been sold or resold as "seconds", "mill-run", "non-conforming", "as is" or otherwise denoted as non-standard quality.
20. Unreasonable costs associated with product replacement, such as labor costs outside of pro-rated schedule, overtime and loss of use or business.

**WARRANTY CLAIMS:** If, within the applicable warranty period identified in the Warranty Terms, the original purchaser discovers any problems or defects in the Products that may be covered by this Standard Limited



Warranty, the original purchaser should notify the Manufacturer's technical department in writing within **fifteen (15) days** of the appearance of defects or irregularities. If the Manufacturer determines that the Products are covered by this Limited Warranty, then the Manufacturer shall, at its sole option and one time only, repair or replace the non-conforming Products or refund the purchase price paid for each defective Product and an amount up to the original cost of labor and material for the affected section of the floor, per the Warranty Terms. No warranty claims will be processed if received more than **thirty (30) days** after the applicable warranty period has ended.

All warranty claims must be directed to:

**RHC Technical**  
**ATTN: Kim Jenkins**  
**1602 N Union St.**  
**Fostoria, OH 44830**  
**P: (419) 436 - 4554**  
**F: (844) 305 - 8358**  
**E:**

All claims should include a completed Claim Form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after irregularities are observed or suspected.

Manufacturer, or its designated representative, shall have the right to examine the Product and the flooring (including testing of the flooring and substrate) at the installation site with respect to any warranty claim. Any removal of the installed Product prior to such examination will void this warranty. Manufacturer may require additional testing or verification of any such test obtained by the original purchaser.

**ADDITIONAL LIMITATIONS:**

EXCEPT FOR THE EXPRESSED WARRANTIES ABOVE, MANUFACTURER MAKES NO REPRESENTATIONS REGARDING THE PRODUCTS, THEIR USE OR PERFORMANCE AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL MANUFACTURER LIABILITY EVER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT AT ISSUE AND AN AMOUNT UP TO THE ORIGINAL COST OF LABOR AND MATERIAL FOR THE AFFECTED INSTALLATION AREA.

THE PURCHASER ACKNOWLEDGES THAT THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY ARE IT'S SOLE AND EXCLUSIVE REMEDIES, AND MANUFACTURER'S SOLE OBLIGATION, FOR ANY BREACH OF REPRESENTATION OR WARRANTY, IS IN LIEU OF ALL OTHER REMEDIES.

PURCHASER MUST BRING ANY LEGAL ACTION FOR BREACH OF WARRANTY WITHIN

- a. ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION HAS ACCRUED OR
- b. PERIOD PRESCRIBED BY THE APPLICABLE STATUTES OF LIMITATION OR REPOSE, WHICHEVER COMES FIRST.



Rubber Tile & Sheet

Limited Commercial Warranty



SOME STATES DO NOT ALLOW LIMITATIONS ON THE LENGTH OF IMPLIED WARRANTIES. THOUGH THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, THE PURCHASER MAY ALSO HAVE ADDITIONAL LEGAL RIGHTS AFFORDED THEM BY THE APPROPRIATE STATE. EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY VARY BY STATE. FOR FURTHER INFORMATION, CONSULT THE APPROPRIATE STATE CONSUMER AFFAIRS OFFICE OR THE STATE ATTORNEY GENERAL'S OFFICE.

LIMITED WARRANTY



## Rubber & Vinyl Wall Base

Limited Commercial Warranty



**WARRANTY TERMS:** Roppe (“Manufacturer”) warrants to its original purchaser that, at the time of delivery by the Manufacturer, the flooring products described in the Manufacturer’s Catalog as Rubber (TS) Wall Base, Thermoplastic Rubber (TP/TPR) Wall Base, and Vinyl (TV) Wall Base, (“Product” or “Products”) will conform to Manufacturer’s published technical documents.

Manufacturer’s Products include the following products:

700 Series	Pinnacle
AlphaBase	Pinnacle Plus
Contours	Vinyl Base

All warranties, whether expressed or implied, are contingent on the following requirements:

1. **All Guidelines Must Be Reviewed.** Installation and substrate preparation must be performed in accordance with all related ACI, ASTM, NWFA and RFCI guidelines (“Guidelines”).
2. **All Technical Data Must Be Reviewed.** Products must be installed in accordance with Manufacturer’s published architectural specifications, technical data sheets, care and maintenance documents and other relevant technical information provided by the manufacturer for the Products (“Technical Data”). This includes technical data sheets of all associated adhesive and maintenance products, as well as proper product and adhesive selection.

Manufacturer provides the following commercial warranties to its original purchaser:

1. **Manufacturer’s Warranty.** Products will conform to all written specifications and will be free of any and all manufacturing defects outside of normal tolerances. Warranty does not include any and all wear. Warranty will cover material and labor for a period of **two (2) years** from date of purchase, per the following pro-rated schedule:
  - a. **Year 1:** 100% Material costs, 100% of Labor costs
  - a. **Year 2:** 100% Material costs, 50% of Labor costs

These warranties are specific to the Products described in the Manufacturer’s Catalog and no other products. The warranties are only provided original purchasing authority, company, person, entity, building and/or project and are non-transferable.

Products must be selected, installed, used, maintained and cared for in accordance with the Guidelines and Technical Data. Products must be installed by a professional, licensed and experienced installer **only**. Any installation by anyone other than a professional installer shall void any and all expressed or implied warranties. Guidelines may be obtained from the appropriate organization. Technical Data may be obtained at [www.roppe.com](http://www.roppe.com) and are available upon request (800) 537 - 9527.

**WARRANTY EXCLUSIONS:** The above warranties do not apply or cover any of the following:

1. Any expressed or implied promise made by any architect, designer, representative, sales agent, distributor or installer without expressed, written consent from Manufacturer’s technical staff.
2. Normal Product shade, color or dimensional variations that are within normal tolerances.
3. Products installed with visible and obvious manufacturing defects.
4. Products installed outside of product limitations found in Technical Data.

LIMITED WARRANTY

5. Discoloration or damage caused by improper or incompatible cleaning products, floor finishes or finish removal products, as well as improper maintenance procedures, tools or machinery.
6. Discoloration or damage caused by subfloor or adhesive pH levels.
7. Discoloration or damage caused by direct and/or indirect UV light exposure.
8. Products that have not been installed in strict accordance with Guidelines and Technical Data.
9. Products that have not been installed with an explicitly compatible adhesive.
10. Products that have been damaged by excessive topical water, from such causes as improper or excessive maintenance, broken or leaking plumbing, sink overflow, flooding or weather conditions.
11. Products that have been damaged by hydrostatic pressure, osmosis, excessive subfloor moisture or moisture-related issues.
12. Products that have been damaged by negligence or accident, such as tears, burns or cuts.
13. Products that have been damaged by sharp, pointed objects, such as high heels, spikes or skates.
14. Products that have been damaged by incompatible materials, such as acids, alkalis and solvents.
15. Products that have been damaged by animal or vegetable fats, oils or grease and petroleum-based hydrocarbons.
16. Products that have been damaged by circumstances beyond the reasonable control of Manufacturer, such as ambient or substrate conditions.
17. Products that have been damaged or deformed by substrate imperfections, damage or improper substrate selection (per the Technical Data) and installation.
18. Products that have been subjected to conditions of use or maintenance not in strict conformity with the Technical Data.
19. Any products that have been sold or resold as "seconds", "mill-run", "non-conforming", "as is" or otherwise denoted as non-standard quality.
20. Unreasonable costs associated with product replacement, such as labor costs outside of pro-rated schedule, overtime and loss of use or business.

**WARRANTY CLAIMS:** If, within the applicable warranty period identified in the Warranty Terms, the original purchaser discovers any problems or defects in Products that may be covered by this Standard Limited Warranty, the original purchaser should notify the Manufacturer's technical department in writing within **fifteen (15) days** of the appearance of defects or irregularities. If the Manufacturer determines that Products are covered by this Limited Warranty, then the Manufacturer shall, at its sole option and one time only, repair or replace the non-conforming Products or refund the purchase price paid for each defective Product and an amount up to the original cost of labor and material for the affected section of the floor, per the Warranty Terms. No warranty claims will be processed if received more than **thirty (30) days** after the applicable warranty period has ended.

All warranty claims must be directed to:

**RHC Technical**  
**ATTN: Kim Jenkins**  
**1602 N Union St.**  
**Fostoria, OH 44830**  
**P: (419) 436 - 4554**  
**F: (844) 305 - 8358**  
**E: kim@rhctechnical.com**



# Rubber & Vinyl Wall Base

Limited Commercial Warranty



All claims should include a completed Claim Form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after irregularities are observed or suspected.

Manufacturer, or its designated representative, shall have the right to examine the Products and the flooring (including testing of the flooring and substrate) at the installation site with respect to any warranty claim. Any removal of the installed Products prior to such examination will void this warranty.

Manufacturer may require additional testing or verification of any such test obtained by the original purchaser.

**ADDITIONAL LIMITATIONS:**

EXCEPT FOR THE EXPRESSED WARRANTIES ABOVE, MANUFACTURER MAKES NO REPRESENTATIONS REGARDING THE PRODUCTS, THEIR USE OR PERFORMANCE AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL MANUFACTURER LIABILITY EVER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS AT ISSUE AND AN AMOUNT UP TO THE ORIGINAL COST OF LABOR AND MATERIAL FOR THE AFFECTED INSTALLATION AREA.

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LIMITED WARRANTY



<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	May 24, 2018
<b>Parks &amp; Recreation</b>	From:	Christy Humerickhouse

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

**RE:** Sylvester Powell, Jr. Community Center Pool Resurfacing

**RECOMMENDATION:** Approve the proposal from Mid-America Pool Renovation, Inc. in the amount of \$57,100 to resurface the indoor pool at the Sylvester Powell, Jr. Community Center.

**DETAILS:** The indoor pool at the Sylvester Powell, Jr. Community Center was last resurfaced in August 2008 with a River Rok material that had a life expectancy of eight to ten years. This pool surfacing has met its life expectancy and was budgeted for replacement in the 2018 Parks and Recreation Capital Improvement Program (CIP).

An invitation to bid on the pool resurfacing was published on April 24 in *The Legal Record*. In addition, specific requests for bids were mailed to: KC Gunitite, Mid-America Pool Renovations, Inc., Swim Things, Classic Pool Construction, and Oasis Pools & Spas.

Mid-America Pool Renovations was the only company who submitted a bid. They provided a price for two different surface treatment options as shown below:

<b>Company</b>	<b>River Rok</b>	<b>Diamond Brite</b>
Mid-America Pool Renovations, Inc.	\$71,375.00	\$57,100.00

Diamond Brite aggregate is smaller than River Rok, providing for a much smoother surface. This will address issues raised by many of our patrons, as a large number of them wear water shoes when using the pool due to its current roughness.

The new Diamond Brite surface will be warranted for five (5) years against any flaking, peeling, popping-off or excessive color changes as long as the pool remains chemically balanced, and full of water (except for temporary draining for annual cleaning). Chemical tests are performed and recorded every two hours while the pool is open to confirm that proper levels are being maintained at all times. Life expectancy for the Diamond Brite surfacing in a commercial setting is 5-7 years.

The 2018 CIP included a budget of \$50,000 for the pool resurfacing project as well as \$85,000 for the cardio/weight room/stairwell flooring replacement. Although the pool resurfacing bid came in higher than anticipated, there is sufficient savings (\$18,600) in the flooring replacement project to cover the \$7,100 shortfall on the pool resurfacing project, and staff recommends funds be used in this manner.

This project will be completed between August 7th and August 31st, 2018 while the indoor pool is closed for annual maintenance. During this time, community center members and those wishing to pay a daily fee to swim will have access to the lap pool at the Mission Family Aquatic

Related Statute/City Ordinance:	
Line Item Code/Description:	2018 CIP - Parks & Recreation Sales Tax
Available Budget:	\$50,00 + savings from Cardio/Weight Room/Stairwell flooring project

<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	May 24, 2018
<b>Parks &amp; Recreation</b>	From:	Christy Humerickhouse

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

Center. That outdoor pool will be open from 6:00 a.m. to 8:00 p.m. Monday through Friday, 6:00

a.m. to 7:00 p.m. on Saturday, and noon to 5:00 p.m. on Sunday's while the indoor pool is closed.

**CFAA CONSIDERATIONS/IMPACTS:** The indoor pool at the Sylvester Powell, Jr. Community Center provides fitness and leisure opportunities for individuals of all ages, infant to senior, and a means for socialization for individuals and groups of people.

Related Statute/City Ordinance:	
Line Item Code/Description:	2018 CIP - Parks & Recreation Sales Tax
Available Budget:	\$50,00 + savings from Cardio/Weight Room/Stairwell flooring project



**INVITATION TO BID  
INDOOR POOL RESURFACING**

**DEPARTMENT OF PARKS AND RECREATION  
MISSION, KANSAS**

The City of Mission, KS is soliciting bids from qualified vendors to resurface the Indoor Pool at the Sylvester Powell, Jr. Community Center, 6200 Martway St., Mission, KS 66202. **All work on the indoor pool must be completed between Tuesday, August 7 and Friday, August 31, 2018.** It is the City's intent that the indoor pool will be open for business on Tuesday, September 4, 2018.

Sealed bids for SPJCC Pool Resurfacing will be received by the City of Mission, Kansas, at the office of the City Clerk, City Hall, 6090 Woodson Street, Mission, Kansas 66202 until 2:30 p.m. local time on Wednesday, May 9, 2018. At that time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Mission, Kansas, and marked "BID FOR SPJCC POOL RESURFACING." Questions regarding this project should be directed to Christy Humerickhouse, Parks and Recreation Director at [chumerickhouse@missionks.org](mailto:chumerickhouse@missionks.org) with subject line reading "SPJCC POOL RESURFACING". Proposers should specifically note the City of Mission prefers questions be submitted by email.

**INVITATION TO BID**

First published in The Legal Record, Tuesday, April 24, 2018.

**INVITATION TO BID  
INDOOR POOL RESURFACING**

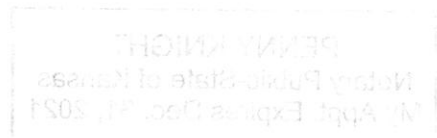
**DEPARTMENT OF PARKS AND RECREATION  
MISSION, KANSAS**

The City of Mission, KS is soliciting bids from qualified vendors to resurface the Indoor Pool at the Sylvester Powell, Jr. Community Center, 6200 Martway St., Mission, KS 66202. **All work on the indoor pool must be completed between Tuesday, August 7 and Friday, August 31, 2018.** It is the City's intent that the indoor pool will be open for business on Tuesday, September 4, 2018. To request a bid packet contact Christy Humerickhouse at 916-722-8210 or [chumerickhouse@missionks.org](mailto:chumerickhouse@missionks.org).

Sealed bids for SPJCC Pool Resurfacing will be received by the City of Mission, Kansas, at the office of the City Clerk, City Hall, 6090 Woodson Street, Mission, Kansas 66202 until 2:30 p.m. local time on Wednesday, May 9, 2018. At that time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Mission, Kansas, and marked "BID FOR SPJCC POOL RESURFACING." Questions regarding this project should be directed to Christy Humerickhouse, Parks and Recreation Director at [chumerickhouse@missionks.org](mailto:chumerickhouse@missionks.org) with subject line reading "SPJCC POOL RESURFACING". Proposers should specifically note the City of Mission prefers questions be submitted by email.

4/24



## SPJCC POOL RESURFACING AGREEMENT

THIS AGREEMENT is made and entered into as the date of the last signatory to execute this Agreement, as detailed below, by and between **THE CITY OF MISSION, KANSAS, PARKS & RECREATION DEPARTMENT**, 6200 Martway St., Mission, KS 66202 ("Owner") and Mid-America Pool Renovation, Inc. ("Contractor").

WHEREAS, Owner published a Swimming Pool Surface Replacement Bid Packet dated April 9, 2018, along with publication of notice to bid for pool surface replacement services for the resurfacing of the indoor swimming pool located at the Sylvester Powell Jr., Community Center, 6200 Martway St., Mission, Kansas 66202 ( the "Bid Packet");

WHEREAS, Contractor submitted a timely bid on Wednesday, May 9, 2018, incorporating the terms of the bid packet, including the bid specifications, manufacturer's specifications and utilizing the bid form provided in the bid package (the "Bid Form");

WHEREAS, Owner has agreed to award the bid to Contractor, and contractor has agreed to accept the award on the terms described on the Bid Form, all as to be memorialized in the Agreement,

NOW, THEREFORE, in consideration of the above and foregoing recitals and other good and valuable consideration, including the mutual promises, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. Payment: The City shall pay to the Contractor for the performance of the work embraced in this Agreement, and the Contractor will accept in full compensation therefor, the sum of *Fifty Seven Thousand One Hundred Dollars and No Cents* (\$57,100.00) (subject to adjustment as provided by the Bid Documents) for all work covered by and included in the Agreement award and designated in the Bid Form. Payment thereof to be made in cash or its equivalent and in the manner provided in the Bid Documents.
2. Scope of Work: Contractor shall do all of the work and furnish all of the materials, supplies, machinery, equipment, tools, superintendents, labor, insurance and other accessories and services necessary to complete all of the tasks outlined in the Bid Packet, as my be supplemented by the Bid Form, submitted by the Contractor, and accepted by the City. The Bid Packet and Bid Form are incorporated herein by reference, in their entirety. Further detail regarding the scope of work is outlined in the Bid Packet and on the Bid Form, and incorporated herein by reference. Owner acknowledges that Contractor shall be permitted to use electricity and water on site to complete the work.

3. Time and Liquidated Damages: Time is of the essence to this Agreement. The commencement date of the work shall be August 7, 2018. The parties acknowledge that a August 31, 2018 deadline for completion of the work is a material part of the consideration for this Agreement. As such, Contractor shall be liable to Owner for liquidated damages in the amount of \$250.00 per day for each day that the pool is not able to be open to the public due to the failure to complete construction of the work prior to August 31, 2018. Liquidated damages shall continue to accrue up through and including the date on which the pool is finally able to reopen to the public.
  
4. Clean Up / Residual Dust: Contractor shall be responsible for the clean-up of all excess and undesirable material. Clean-up is not a separate pay item, but it is made subsidiary to all other items of work performed under this Agreement. Notwithstanding the foregoing, Contractor has advised Owner that in indoor environments some residual dust may result which is inherent in some of Contractor's procedures described. Depending upon the environment, some specialized additional clean-up may be desired. Such additional specialized clean-up beyond that which Contractor normally would perform, or as described in the Bid Packet or on the Bid Form, shall be the responsibility of the Owner or subject to further negotiation between the parties by way of a change order.
  
5. Change Orders: No changes, alterations, additions or deletions of the work, or any addendum or additional exhibit to the Agreement, shall become part of the Agreement unless reduced to writing and accepted by both parties. Contractor shall be responsible for preparing written change orders and delivering the same to Owner, as may be necessary under the terms of this Agreement.
  
6. Payment: Owner shall pay Contractor for full and complete performance of this Contract, and Contractor shall accept in full compensation thereof, and amount equal to \$ 57,100.00. Payment shall be due in two phases, upon substantial completion of each phase:
 

Phase I:	Sandblast and prep indoor pool for new surface material	\$ <u>28,550.00</u>
Phase II	Installation of new surface material on indoor pool	\$ <u>28,550.00</u>
  
7. Lien Waivers: Contractor shall furnish to Owner any necessary and/or required lien waivers from any subcontractors that may be used in performing the work, and guaranties that title to work, materials and equipment provided herein shall pass to Owner free and clear of all liens, claims, security interests or other encumbrances.
  
8. Warranty: Contractor warrants to Owner that the work shall be performed in a workman-like and timely manner, all in accordance with the terms, conditions and specifications provided in the Bid Packet and Bid Form, and all of which are a material part of this Agreement. Contractor further warrants that installation of manufactured

Agreement, and such person is authorized to execute the Agreement on behalf of such party. Upon execution, this Agreement shall be binding upon and shall inure to the benefit of any successors and/or permitted assigns of their respective parties to this Agreement.

16. Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year indicated below.

"OWNER"

City of Mission, Kansas

By: \_\_\_\_\_  
City Administrator

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to legal form and legal  
Adequacy according to law.

By: \_\_\_\_\_  
City Attorney

"CONTRACTOR"

Mid-America Pool Renovation, Inc.

By: David E. Kateusz  
David E. Kateusz, Corporate Secretary / Managing Director

Date: 22 May 2018

**SPJCC POOL RESURFACING  
BID FORM**

Bidder/Company Name: Mid-America Pool Renovation, Inc.

Address: 5929 E 154th Terrace

City, State: Grandview, MO Zip: 64030

Office phone: 816-994-3300 Cell phone: 816-591-9805

Contact: David Kateusz e-mail: david@poolrenovation.com

**TOTAL COST TO COMPLETE PROJECT AS SPECIFIED**

Pebble Tec           \$ Did Not Bid

                          Written Bid: Did Not Bid

River Rok            \$ 71,375.00

                          Written Bid: Seventy One Thousand Three Hundred Seventy Five Dollars and No Cents

Diamond Brite       \$ 57,100.00

                          Written Bid: Fifty Seven Thousand One Hundred Dollars and No Cents

**REFERENCES**

1. Company: City of Mission, Kansas

Address: 6200 Martway, Mission, KS 66202

Contact: Christy Humerickhouse

Telephone: 913-722-8210



2. Company: University of Missouri

Address: 213 Rothwell Gymnasium, Columbia, MO 65212

Contact: Chris Seris

Telephone: 573-882-9004

3. Company: University of Missouri - Kansas City

Address: 5030 Holmes, Kansas City, MO 64110

Contact: John Aust

Telephone: 816-235-2796

I, David Kateusz, representing the Bidder in an official capacity understand that the information furnished to the City of Mission is true and correct and any misinformation may result in the cancellation of contract award. I have reviewed this bid packet and understand the projects and services to be provided. I also understand that the City has sole discretion to reject or accept any or all portions of the bid.

David E. Kateusz, Corporate Secretary  
Signature/title of authorized representative *Managing Director*

5/7/2018  
Date



# SAMPLE

SGM, INC., PRODUCT WARRANTY DIVISION 1502 S.W. 2<sup>ND</sup> PLACE, POMPANO BEACH, FLORIDA 33069 ☎ 800-641-9247

- |  |  |
|--|--|
| <input type="checkbox"/> Diamond Brite Residential Warranty (10 yrs) | <input type="checkbox"/> River Rok Residential Warranty (10 yrs) |
| <input type="checkbox"/> Diamond Brite Commercial Warranty (5 yrs)   | <input type="checkbox"/> River Rok Commercial Warranty (5 yrs)   |
| <input type="checkbox"/> Durazzo Warranty (5yrs)                     | <input type="checkbox"/> Pearl Brite Warranty (5 yrs)            |

Pool Owner: _____	Applicator: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Telephone (    ) _____	Telephone (    ) _____
Pool Builder: _____	Date Pool Completed: _____
Address: _____	Diamond Brite® Finish: _____
City, State, Zip: _____	Diamond Brite® Batch #: _____
	Bond Kote Batch #: _____

Southern Grouts & Mortars, Inc. (herein referred to as SGM), warrants its products Diamond Brite, River Rok, Durazzo & Pearl Brite against failure from the date of installation. In the event of failure, SGM shall, upon verification, provide materials to repair the area of failure only.

**LIMITATIONS:**

**NOTE: THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

- 1) This Warranty excludes damage due to defects in workmanship or physical abuse to the pool.
- 2) Some loss of aggregate is expected, especially in a new installation: This is not to be considered a failure.
- 3) It is understood that quartz aggregate stone and application techniques can result in color variations in tone and appearance. This variation in pool shades is not to be considered a failure. These shade and color variations are one of the highlights of the finish. The colored plaster or pigmented finishes are not guaranteed with regard to color.
- 4) The contractor shall have the right to repair the area of failure only. Material replacement is limited to this repair. It is understood that some cosmetic variation may result.
- 5) SGM warrants the interior pool finish material only and is not responsible for labor to repair or refinish said material.
- 6) Subsequent costs, including but not limited to water and chemical replacement, and loss of use of the pool, are not covered.
- 7) This warranty shall not cover pools that have been damaged by physical abuse, or by lack of proper chemical maintenance and balancing, chlorine application, or other chemicals abuses.
- 8) Pool chemistry should be checked on a regular basis. Records should be maintained on water chemistry and available at time of inspection.
- 9) For resurfacing projects, SGM's Bond Kote must be used (No Substitutes). When remodeling existing pool plasters and sandblasting or complete pool plaster is removed, Bond Kote may not be necessary. For best results, use Bond Kote.
- 10) Commercial Pools are defined as those not incorporated into single-family residences.
- 11) Warranty is not valid unless the applicator has been paid in full and warranty validation returned to the applicator.
- 12) Minor surface checking, cracks, and minor cracks caused by structural damage or draining the pool are not covered by this warranty.
- 13) Warranty is not valid unless this document is completed in full and returned to SGM within thirty days - (30 days) of installation of SGM's interior pool finishes. **WARRANTY MUST BE SENT BY CERTIFIED MAIL TO SGM.** The purchaser must retain return receipt. Original proof of purchase (sales contract) must be included with warranty.
- 14) This Warranty excludes damage due either directly or indirectly by any act of God, including any natural disasters such as hurricane, earthquake, tornado, flood, lightning, hail, fire or any abnormal deterioration due to any cause including and without limitation to plant or animal life.
- 15) This Warranty excludes damage due by act or acts of negligence, misuse, abuse, vandalism, act of war or civil disobedience.
- 16) Warranty is Non-Transferable.
- 17) All disputes arising out of or relating to the terms and conditions of this warranty shall be interpreted pursuant to Florida law and where applicable, Federal law. Venue for all such disputes shall be in the circuit court of Broward County, Florida.

White: Pool Owner

Yellow: Pool Builder

Pink: SGM

**Cement-Based Surface Warranty**  
Pool Plaster, Diamond Brite®, Pebblecrete, etc.

**Mid-America Pool Renovation, Inc.**  
**LIMITED WARRANTY**

For a period of 5 years from the date of installation to \_\_\_\_\_, who is the original purchaser of this cement-based surface. This cement-based surface is warranted against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced, and full of water (with proper winterization included as per The Association of Pool and Spa Professionals BASIC POOL & SPA GUIDELINES, 4th Edition, instructions for Plaster Finish pools).

**LIMITATIONS AND EXCLUSIONS**

This warranty only applies to the labor and materials on the newly placed surface material and does not cover any DAMAGE including, but not limited to or from: Failure to completely fill the pool with water within 5-days of receiving notice to fill; Defects in the structure including structural or hairline cracking; Vandalism, intentional or accidental abuse, or neglect; Improper acid washes; Stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; Improper winterization; Hydro-static water pressure; Any acts of God; or from any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any other action over which Mid-America Pool Renovation, Inc. has no control. Repairs, alterations, or modifications made by persons or entities other than Mid-America Pool Renovation, Inc., are not covered under this warranty. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under warranty.

**WARRANTY TRANSFER PROCEDURES**

This warranty is hereby issued to the current owner (s) of this property at the time the work is being done, and is transferable only upon a written request. The Qualifications for a Warranty Transfer to a new owner to effect are: 1) An on-site inspection prior to sale completion, 2) A written report after inspection, 3) Handing over the PLASTER INFORMATION SCHEDULE, Guidelines for proper Pool Surface Care, a copy of this Limited Warranty, and any other pertinent reports on the pool to the new owner, and 4) Obtaining signature receipt of such materials from the new owner. The Fee for a Warranty Transfer is \*\$500.00\*.

**NOTIFICATION – KEEP THIS WARRANTY**

In the event of any claim under this warranty, Contractor shall be notified in writing within ten (10) days of the leak or crack occurring. A copy of the original sales contract and a copy of this warranty must accompany the claim. If not notified as stated and/or the pool is drained, emptied, or work is attempted on the pool area in question prior to an inspection by the Contractor, this warranty shall automatically become null and void with no further responsibility by the Contractor.

Notification shall be sent to:  
Mid-America Pool Renovation, Inc.  
5929 East 154<sup>th</sup> Terrace  
Grandview, MO 64030

Installation Date:  
Warranty Number:

Issued To:  
Address:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> TRUSS 4551 W. 107th St., Third Floor Overland Park KS 66207	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 913.341.8998 <b>E-MAIL ADDRESS:</b> Certificates@TrussAdvantage.com	<b>FAX (A/C, No):</b> 913-491-6379													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : CNA - Valley Forge Insurance (CNA)</td> <td>20508</td> </tr> <tr> <td>INSURER B : CNA - Continental Casualty Co. (CNA)</td> <td>20443</td> </tr> <tr> <td>INSURER C : CNA - American Casualty Co ReadingPA</td> <td>20427</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : CNA - Valley Forge Insurance (CNA)	20508	INSURER B : CNA - Continental Casualty Co. (CNA)	20443	INSURER C : CNA - American Casualty Co ReadingPA	20427	INSURER D :		INSURER E :		INSURER F :
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**COVERAGES**

CERTIFICATE NUMBER: 1856198851

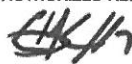
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	C4020096140	10/1/2017	10/1/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	C4020096137	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	C4020096123	10/1/2017	10/1/2018	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6050490916	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Pool Surface Bid; City of Mission, Kansas is additional insured as respects General and Auto Liability. Waiver of Subrogation applies in favor of Additional Insured as respects General, Auto and Umbrella Liability when required by written contract, per policy provisions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Mission, Kansas Parks & Recreation Department 6200 Martway Mission KS 66202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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<b>City of Mission</b>	Item Number:	4.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	May 30, 2018
<b>ADMINISTRATION</b>	From:	Brian Scott

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

**RE:** Neighborhood Services (NHS) Quarterly Report - 1Q 2018

**DETAILS:** With the elimination of the weekly City Administrator's report, staff committed to providing periodic (quarterly) updates on code enforcement statistics. The quarterly reports are intended to provide a more comprehensive view of code enforcement activity or issues, while still being timely enough to allow staff and Council the opportunity to review and discuss trends or areas of concern.

Staff will review the report and will be interested in Council feedback regarding changes to the format or content moving forward.

**CFAA CONSIDERATIONS/IMPACTS:** NA

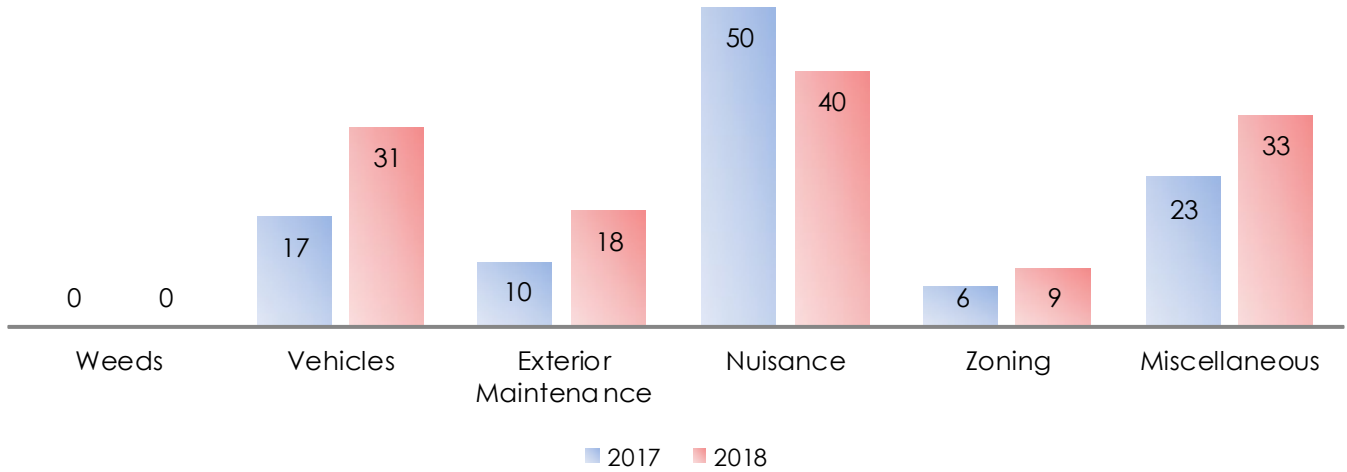
Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	N/A

## Neighborhood Services Quarterly Report

January 1st - March 31st

2018

### Code Enforcement Cases



### Code News of Interest

- Performed 29 Rental Inspections
- Community Rebate: 24 applicants approved
- Mission Possible: 19 applicants approved
- Adopt-A-Street: 2 applicants approved
- Accessory Animal Permit: 11 issued
- Website Volunteer page updated
- Neighborhood Grants: 5 awarded

### Violations by Ward — Cases

1: 33	3: 25
2: 30	4: 43

### Miscellaneous Information - First Quarter

<u>2017</u>	<u>2018</u>
106 Cases	131 Cases
Cases in Court: 1	Cases in Court: 1
Compliance: 96	Compliance: 110
Abatements: 2	Abatements: 1
Notices Sent: 115	Notices Sent: 137

### Insight into Violations — First Quarter

Residential: 117	Commercial: 14
Complaint: 21	Complaint: 4
Proactive: 96	Proactive: 10