

CITY OF MISSION, KANSAS
COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, JULY 1, 2020

6:30 P.M.

Meeting Held Virtually via Zoom

In consideration of the COVID-19 social distancing recommendations, this meeting will be held virtually via Zoom (<https://zoom.us/join>). The public may participate with comments by using the “chat” feature, please note all statements are made visible to the group.

Information will be posted, prior to the meeting, on how to join at <https://www.missionks.org/calendar.aspx>. Please contact the Administrative Offices, 913-676-8350, with any questions or concerns.

PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

1. Communities for All Ages Update - Emily Randel

Mission has been designated a Gold Level Community for All Ages through the Mid-America Regional Council’s recognition program. The presentation will include a continued review of the program’s goals and the City’s initiatives as required for the maintenance of the designation. (No attachments)

ACTION ITEMS

2. Acceptance of the June 3, 2020 Community Development Committee Minutes - Audrey McClanahan ([page 4](#))

Draft minutes of the June 3, 2020 Community Development Committee meeting are included for review and acceptance.

3. 2020 Rock Salt Contract - Brent Morton ([page 16](#))

Rock salt is an essential commodity for snow removal activities. The City went out to bid with Overland Park for salt suppliers who guarantee the product will be available for delivery during winter storm events. The City’s salt storage dome holds approximately 1,800 tons of salt. Based on the activity during the winter of 2019-2020, current salt stores were significantly reduced, leaving the dome approximately 1/3 full. Overland Park received two quotes and Central Salt, LLC was the lowest qualified bid at a cost of \$48.14 per ton delivered which is a significant savings from last year's price. Staff is recommending the contract with Central Salt, LLC be approved and authorizing to proceed with the purchase of 800 tons of salt.

4. Comprehensive Plan Update Restart - Brian Scott ([page 38](#))

The City engaged Confluence last fall to assist in an update of the City's comprehensive land use plan. A kick-off meeting was held in early March, at the very beginning of the Coronavirus on-set and subsequent stay-in-place orders issued by the Governor, County Commission, and the City. Now that the stay-in-place orders are being lifted, staff recommends the process be initiated. Information on public engagement methods that conform with COVID-19 safety precautions will be discussed. The members of the Steering Committee to be appointed by the Mayor will be presented and reviewed.

5. Playground Equipment Repairs - Penn Almonev ([page 45](#))

As a part of the recent safety and risk assessment of the City's playgrounds, medium to high risk elements were discovered on the playground decks, steps and hardware attachment points at the four playground structures at Andersen, Broadmoor, Mohawk and Waterworks Parks. In order to keep the playgrounds safe and operational, staff recommends the award of two contracts to complete the repair work. One to Miracle Recreation Equipment Co. for equipment in an amount not to exceed \$37,629.00 and a second with American Midwest Contractors for installation in an amount not to exceed \$16,935.45. Funds will be provided from the Parks & Recreation Sales Tax Fund.

6. Drone Ordinance - Penn Almonev ([page 61](#))

The Parks, Recreation and Tree (PRT) Commission and Parks & Recreation staff discussed the concerns surrounding UAV (drone) use at Mission parks near residential areas and recommended creating an ordinance that proactively outlines expectations on UAV operations and locations. This recommendation was presented to Council at the June CDC meeting, and was forwarded for action. An ordinance has been prepared for Council consideration and approval.

7. Amendment to Special Purpose Permit Granted to Sandhills Brewing for Use of a Public Sidewalk for Outdoor Dining - Brian Scott/Kaitlyn Service ([page 66](#))

This past June the City Council adopted Resolution 1057 granting a Special Use Permit to Sandhills Brewing for use of a portion of the public sidewalk located in front of their establishment at 5612 Johnson Drive as an outdoor dining area. Sandhills has recently expanded their tenant space to include the space next to their current location. They would like to expand their outdoor dining area as well to include the additional space and requesting to amend the Special Purpose Permit.

DISCUSSION ITEMS

8. Summit Condominiums - Private Street Acceptance - Celia Duran/Laura Smith ([page 81](#))

The Summit Condominiums HOA recently requested that the City consider accepting and taking over maintenance responsibilities for the private roads located within this housing complex. The City retained Olsson to perform a site inspection and provide an estimated construction cost for maintaining this street. This information will be presented in order for

Council to consider whether to accept the private street network as public streets.

OTHER

9. Department Updates - Laura Smith

Sollie Flora, Chairperson
Trent Boultinghouse, Vice-Chairperson
Mission City Hall, 6090 Woodson St
913-676-8350

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	July 1, 2020
Administration	From:	Audrey McClanahan

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

RE: June 3, 2020 Community Development Committee minutes.

RECOMMENDATION: Review and accept the June 3, 2020 minutes of the Community Development Committee.

DETAILS: Minutes of the June 3, 2020 Community Development Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered accepted as presented.

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

CFAA CONSIDERATIONS/IMPACTS: N/A

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

MINUTES OF THE MISSION COMMUNITY DEVELOPMENT COMMITTEE

June 3, 2020

The Mission Community Development Committee met virtually via ZOOM on, Wednesday, June 3 at 6:30 p.m. The following committee members were present: Trent Boultinghouse, Hillary Thomas, Arcie Rothrock, Nick Schlossmacher, Kristin Inman, Debbie Kring, Sollie Flora and Ken Davis. Mayor Appletoft was also present. Councilmember Thomas called the meeting to order at 6:30 p.m.

The following staff were present: City Administrator Laura Smith, Assistant City Administrator Brian Scott, City Clerk Audrey McClanahan, Assistant to the City Administrator Emily Randel, Public Works Director Celia Duran, Public Works Superintendent Brent Morton, Parks & Recreation Director Penn Almoney and Chief Ben Hadley.

Public Comments

Councilmember Flora reminded the public they can participate via the chat feature on ZOOM. All comments will be visible to the group. There were no public comments.

Public Presentations

Proposed Redevelopment of the Former Mission Bowl Property at 5399 Martway

Banks Floodman, Director of Business Development at Sunflower Development Group, along with architect, Connor Treanor, for TreanorHL and attorney, Floyd Maxwell, presented on the development of a 166-unit multi-family building at 5399 Martway, the former Mission Bowl property. Mr. Floodman thanked the Council and staff for taking the time to talk about this opportunity and confirmed that after discussions with the property owner, Steve Choikhit, they are now under contract to purchase for development. Floodman added that Sunflower Development Group is a local developer which has completed over \$200 million worth of projects.

Connor Treanor presented on the proposed design of the project. He explained the building's location and footprint was influenced by a number of factors including access requirements for the cell tower and JCW facility, and the desire by Mr. Choikhit to retain a portion of the west parking area to accommodate overflow parking from The Peanut.

Mr. Treanor described parking for the development to include seventy-eight secured and covered spots with the remaining being surface level parking. added that on the main level there are seventy-eight, secured and covered, parking spots with the remaining being surface level parking. There will be screening that covers the parking from Martway and the sidewalk. There is 265 feet of separation between the development's highest point and the nearest single-family

property. Mr. Floodman explained that the goal is to build as close to Martway Street as possible in order to engage the trail system and other developments going into the area.

Mr. Treanor explained the design elements that were incorporated into the project were obtained by studying Mission and the Plaza's current design theme guidelines. These included horizontal datums, frame-and-infill, mosaic facades, and expressed and celebrated corners. The proposed design consolidated these elements along with a patterned parking screen.

Councilmember Davis asked about the meeting they held with a Mission resident. Mr. Floodman replied that he met with Ben Chociej and it was a productive conversation and informed him of the upcoming Community Development Committee meeting and neighborhood meeting, encouraging him to participate.

Councilmember Kring expressed concern that the overall concept of the structure was not representative of Mission and its design elements. Mr. Floodman and Mr. Treanor appreciated the feedback.

Councilmember Thomas thanked the group for being interested in developing in Mission and asked if the pool structure would be right next to the Wastewater facility. Mr. Floodman explained that it would be elevated on the fourth floor.

Mr. Scott added that the next steps would include a virtual neighborhood meeting on June 15, 2020 with residents and businesses adjacent to the project. Then the project would go through the preliminary development planning process with anticipated consideration by the Planning Commission and eventually Council in July or August.

Ms. Smith asked for the developer to address the Wastewater main that connects to the property. Mr. Floodman replied that was another reason this space was kept open on the eastside of the lot. There is a sanitary sewer line that will need to be moved and relocated to that area. There will be an incentive request on this development which will be around 13-16% of the \$30 million project valuation. This would be used to demolish the structure, relocate the sanitary sewer line and repair the retaining wall.

Councilmember Flora asked Mr. Scott to address the zoning qualifications for the property. Mr. Scott reported that it is zoned MS2, Main Street District 2, which is the same zoning that applies just off of the Johnson Drive corridor. He explained that as currently proposed, the development would need to seek consideration of height and density deviations. MS2 zoning emphasises ground floor retail or street activity, which would require the developer to obtain another deviation or incorporate an applicable design element on the street level. Mr. Floodman added that part of their contract, with the seller, is that they will not use the space for any businesses (retail or office) that would compete with Mr. Choikhit's properties.

Councilmember Thomas asked how many apartments will be in the building and if there will be a more detailed presentation at the neighborhood meeting. Mr. Scott responded that there will be several more meetings, when it comes back to City Council that is when they can expect to see more specific plans and details for stormwater and traffic impacts. Mr. Floodman added that there will be 166 apartments and while the neighborhood meeting would have some extra specifications, they don't have the numbers for the incentives and details yet.

Councilmember Boultinghouse thanked the Committee Chair and the development group and asked if there had been any thoughts on affordable housing. Mr. Floodman said it is going to be a class A product, highly amenitized, but that they anticipate there will be units under \$1,000 in this complex which would most likely be studios.

Councilmember Kring requested a comprehensive list of current apartment complexes in Mission. Ms. Smith confirmed that could be compiled but there may be challenges in accurately representing the rents.

Councilmember Schlossmacher asked if there have been conversations with the fire and police departments regarding safety and the processes of obtaining access to the building in case of an emergency and if there will be a traffic study produced. Mr. Floodman replied they have not discussed plans with the fire and police departments but that will be addressed. Mr. Scott said the traffic study would be included in the preliminary development plan.

Mayor Appletoft emphasised that the neighborhood meeting was moved up in an effort to understand how the residents felt which is the reason having concise details is premature.

Acceptance of the May 6, 2020 Community Development Committee Minutes

Minutes of the May 6, 2020 Community Development Committee were provided to the committee. There being no objections or corrections, the minutes were accepted as presented.

2021-2025 CARS Projects

Ms. Duran presented on the proposed Resolution adopting the Five Year City/County Street Improvement Program for the City of Mission for 2021-2025. Through a combination of state gas tax dollars and County General Fund revenues, the CARS program provides funds to cities to construct and maintain eligible streets. Each year, cities submit a 5-year road improvement plan to the County from which projects are selected for funding (up to 50% of the project's construction and construction inspection costs). Cities are responsible for design, right-of-way, and utility relocation costs. Each City is then required to pass a resolution adopting a 5-year plan based on their own unique goals and objectives, and CARS projects are ultimately adopted as part of the County's annual budget process. The final commitment of funds occurs through the approval of specific interlocal agreements for each project. Staff recommends the following

CARS projects be included in the 2021-2025 planning cycle:

- **2021** - No projects are proposed for 2021. The Foxridge Phase II project previously shown in 2021 is proposed to be moved to 2023 based on available City funding.
- **2022 - Johnson Drive (Lamar Ave to Roe Ave):** Proposed improvements include UBAS surface treatment, spot curb, sidewalk and ADA ramp repairs and new pavement markings. Approximately \$73,370 of project costs will be reimbursed by the City of Roeland Park. Total estimated project cost: \$678,000.
- **2023 - Foxridge Phase II:** Foxridge Drive (51st Street to Lamar Avenue) is a two lane, 32 ft. wide, minor collector serving multi-family, residential, commercial and industrial traffic. Due to the street's location at the bottom of a hill, there is a significant amount of water damage to the surface of the pavement, subgrade, and curb and gutter. This section of Foxridge Drive lacks sidewalks, leaving pedestrians to walk in the street. Proposed improvements include full depth pavement replacement, replacement of curb and gutter, sidewalk, streetlights, and new stormwater infrastructure. An underdrain system will be installed to better handle runoff and pedestrian improvements will be made. The KCP&L traffic signal at the Foxridge Dr. to Lamar Ave. intersection may also be replaced and relocated since trucks have difficulty making southbound right turns resulting in damaged guardrail. Total estimated project cost: \$6,070,000.
- **2024 - Roe Avenue (Johnson Drive to 59th Street):** The proposed project includes mill and overlay with 2-inch asphalt concrete surface and pavement markings. Spot replacement of curb and sidewalks and full depth pavement replacement where necessary. This work will be performed in conjunction with Fairway. Total estimated project cost: \$464,000.
- **2025 - Nall Avenue (Martway St. to 63rd St.):** Proposed improvements include UBAS surface treatment, spot curb and sidewalk repair, and new pavement markings. This work will be performed in conjunction with Prairie Village. Total estimated project cost: \$267,000.

The proposed 2021-2025 CARS program differs from last year's with the move of the Foxridge Phase II project to 2023 resulting in the Johnson Drive, Metcalf Ave. to Lamar Ave. project moving out of the 5-year CARS program. The Nall Avenue (Martway to 63rd St.) is a new joint project with Prairie Village proposed in 2025. Additionally, project costs have been increased to account for inflation and are based on current cost estimates provided by the City's on-call engineer. Approval of the Resolution does not specifically commit the City to any expenditure of funds and its purpose is to communicate to the County the CARS eligible projects the City is considering over the 2021-2025 planning horizon.

Ms. Smith added that the Foxridge project, which has been an important priority for the City and

Council, has always presented a cash flow issue. The Council will have to consider the use of debt financing for several of the larger projects anticipated, but until we can discuss the appropriate revenue streams for potential repayment, including a possible renewal of the dedicated street sales tax, we cannot proceed to construction. All the projects have maintained their same priority, in terms of order.

Councilmember Thomas asked if there should be consideration of moving the Johnson Drive project to 2022. Councilmember Schlossmacher agreed and expressed concern about pushing this project back and asked for an update on the traffic and pedestrian counts that were to be collected for this project. Ms. Smith responded that the project was not delayed, it was originally slated for 2022, and part of that timing was based on aligning it on a more traditional intermediate maintenance cycle. In terms of accessing traffic and pedestrian count studies, with The Locale's construction disrupting the street and current situation with COVID-19 and stay-at-home orders, the counts were deferred as it was anticipated that the results would not be accurate. Mr. Duran confirmed that was correct and added that Olsson is evaluating the crash data and has been authorized to complete the traffic and pedestrian count. They also had planned to wait until spring to do the pedestrian, since more people would be out walking during that time.

Councilmember Schlossmacher asked if it would be possible to put out speed devices to track speeds at certain times. Also, expressed that he hoped to see movement in this project, and doesn't think it is important for it to fall in line with the resurfacing cycle, emphasizing his concern over safety. Ms. Duran commented that this is a joint project with Roeland Park and we would have to discuss with them about changing the dates. Councilmember Flora agreed about the safety concern and wanted to see speed studies and additional enforcement in that area.

Councilmember Thomas asked if there was a way to explore bumping this project from 2022 to 2021 and receiving CARS funding. Ms. Smith and Ms. Duran confirmed that the Council could move that item forward, through this process, and resubmit and talk to the County. Councilmember Flora asked if Johnson Drive wasn't moved up to 2021 would there be the possibility of completing residential street work. Ms. Smith indicated that there would be approximately \$300,000 available for residential street projects. Ms. Duran confirmed that a surface treatment or curb repair program could be evaluated for the residential areas.

Councilmember Davis commented that in terms of the update of the street preservation plan, how soon are we going to be able to see that and do we have a sense of priorities in regards to the street plans, if we were to do the Johnson Drive project in 2021. Ms. Duran said Stantec is behind due to COVID-19 but they have presented some preliminary information. Ms. Duran is currently working to assist Stantec in completing their analysis so we can bring information to the Council. Councilmember Davis stressed that he believes our residential street program is lacking and thinks it's important to prioritize that in 2021 and keep the Johnson Drive project in 2022. Councilmember Schlossmacher agreed about the residential streets but is concerned about the safety issue. He hopes to see an analysis completed on what can be done to slow

traffic and make it a safer area for everyone.

Councilmember Boultinghouse thanked Councilmembers Schlossmacher and Davis for their comments, agreed with addressing residential streets since that has been a concern for many residents and wondered if there would be a way to put tactics in place that could help bridge the time gap before the Johnson Drive project, such as increased signage. Councilmember Flora commented that she has heard a lot from residents regarding streets but is also concerned about the safety issues and added that signage or increased enforcement might be good options to slow down traffic.

Councilmember Thomas was concerned about how the projects were being prioritized since Foxridge Phase II was removed from the CIP and wanted to make sure priority projects don't get pushed back year to year. Ms. Duran replied that once the street preservation program analysis is completed then we can assess the pavement condition index, identify treatments and know when it should be completed. This will then go to Council for final approval with staff recommendation. Ms. Smith added that it's important to remember this is the CARS project and doesn't reflect the entire five-year street CIP. After the City assesses the CIP and addresses it from a budgetary standpoint then there can be a conversation on setting funding priorities.

Ms. Duran reminded the Council that the last step in finalizing this process is looking at projections of what would be needed to finish all repairs and what could be completed at specific price points. Councilmember Schlossmacher expressed frustration that the question has been asked on what it would take to bring the streets up-to-date and he has not received an effective response and hopes to progress to actionable data that can help in the decision making process.

Councilmember Thomas expressed that she would really prefer to see Johnson Drive moved up before 2022. Councilmember Davis asked Councilmember Thomas if the sense of urgency is in regards to safety or surface. Councilmember Flora said they are connected because the reseal would allow for a three-lane plan that would slow speeds and asked if it was moved to non-consent will more information be provided at the City Council meeting. Ms. Duran replied they would need to get more data but there might be safety measures, like signage, that could be posted in the interim. Councilmember Flora agreed on the data piece but wanted to discuss options for signage and possible speed enforcement. Councilmember Schlossmacher added that physical changes would be needed to the road to have a meaningful impact on traffic.

Mayor Appletoft commented that there have been a number of things already tried and have been ineffective including increased enforcement, speed tables, enhanced signals and a stoplight. He agrees with Councilmember Schlossmacher that they are beyond a stop-gap and need to assess where the CIP options are going. He asked for Staff to put that information together and bring back a recommendation.

Councilmember Davis asked when the City needed to submit for the CARS funding. Ms. Duran

replied they would need a submittal this month for 2021. Councilmember Flora asked and Ms. Duran confirmed that if the City were to submit for 2021, and were not able to get data, then if they wanted to move it to 2022 would there be the risk of losing the funding. Mayor Appletoft stressed that we need to do a comprehensive forum to explain to the community and residents what options are available and receive feedback. Councilmember Flora commented and Councilmember Inman agreed to keep to the schedule of 2022, so data could be assessed along with community feedback. Mayor Appletoft would like to see a Staff analysis on the project and budget and produce a plan that most effectively matches the priorities the Council has expressed.

Councilmember Davis recommended the Resolution adopting the Five Year City/County Street Improvement Program for the City of Mission for 2021-2025 be forwarded to Council for approval. All on the Committee agreed this will be a non-consent agenda item.

Lamar Avenue (Foxridge Drive to Shawnee Mission Parkway) Bike Lanes Contract Award

Ms. Duran presented on the Bike Lanes Contract Award. On April 22, 2020, the City Council approved a construction contract for the Lamar Avenue (Foxridge Drive to Shawnee Mission Parkway) Rehabilitation and Resurfacing project. Construction is currently under way and includes an Ultra-thin Bonded Asphalt Surface (UBAS) treatment; spot curb/gutter, pavement, joint, and sidewalk repair and replacement. Bike lanes and permanent pavement markings will be constructed as a separate project following completion of the surface treatment. This portion of the project must be administered by the Kansas Department of Transportation (KDOT) because Safe Routes to School funds (SRTS) are being used. The City received a maximum of \$68,000 in federal funding for the bike lane portion of the project. KDOT bid this project in May 2020 and the total cost, including construction and construction inspection, is \$164,000. The City's share of these costs is \$96,000 after deducting the SRTS funds of \$68,000. Staff originally estimated that the City's share for this project would be \$104,049, which results in project savings of \$8,049. In order to award the contract, the City is required to execute an "Authority to Award Contract" with KDOT approving the contract and committing \$96,000 in city funds. This contract includes all project costs (including construction inspection and KDOT administration). If the City Council approves this contract, construction will begin following the completion of the UBAS portion of the project. The work is estimated to be completed in 25 days or less. Ms. Duran added this isn't just the bike lanes but includes all thermoplastic pavement markings for a two-mile stretch.

Councilmember Kring asked if the COVID-19 pandemic has made any changes to staffing at County or KDOT in respect to affecting the timeline of completion of projects. Mr. Duran answered that Johnson County and KDOT have been working from home and it has slowed the process but they are on track and should not have any more slowdowns.

Councilmember Davis recommended the funding resolution with the Kansas Department of

Transportation (KDOT) committing city funds for construction and construction inspection for the Lamar Avenue bike lanes project in an amount not to exceed \$96,000 be forwarded to Council for approval. All on the Committee agreed this will be a consent agenda item.

Resolution Special Purpose Permit - Sandhills Brewing

Mr. Scott reported that Sandhills Brewing approached staff about accessing a portion of the sidewalk for an outdoor dining area. This encourages the creation of an active public space which is crucial for a vital downtown. Because the activity would include the sale and consumption of alcohol, State law does require the business to have a defined area with a wall, railing or sufficient marker that sections off the applicable space.

Ms. Service presented on Sandhills Brewing's application for a Special Purpose Permit for use of the public sidewalk at 5612 Johnson Drive as an outdoor dining area. Sandhills Brewing is a small micro-brewery that brews small batches of beer for consumption in their tap room or for carry out in sealed cans and growlers. Sandhills wants to provide an area for the outdoor consumption of their beer, it must be within an area that can be recognized as part of their premises and controlled by them. To accomplish this, they would need to create a clearly defined area on the public sidewalk in front of their location. Section 515.050 of Mission's Municipal Code allows the Governing Body to grant a permit for use of a portion of a sidewalk, street or other public property. The concern with the new defined dining area is that the sidewalk's primary use is as a pedestrian passageway. Staff recommends that a six foot passageway be maintained at all times between the edge of the outdoor dining area and the edge of the sidewalk or any planter boxes, bicycle racks, benches or other permanent streetscape elements to ensure pedestrian movement is not impeded. Also, the appearance and care of the outdoor dining area is important. The applicant indicates that the outdoor dining area will be defined by a narrow high-top bar that will have a covered front serving as a wall. This high-top bar will run the length of the store front. At the west end, there will be a small space with picnic tables in an area defined by oak barrels that are connected with a chain. Edison style lights will be strung over the outdoor dining area to provide lighting. The Resolution stipulates a number of conditions for the use of the sidewalk as an outdoor dining area including that the elements must be maintained in good condition, the area must be clean and not collect trash and debris, and that tables and chairs must be kept secure.

Joe Cizek, with Sandhills Brewing, added that the purpose of this permit was to open up tap room and provide an expanded area for customers, however, there are more chairs currently shown on their rendering than what will be in the space initially since they will be practicing social distancing. The space between the wall and the building will measure about a 7.25 feet gap.

Councilmember Kring thanked Mr. Cizek and commented that the concept looked great and believes this will be a beneficial addition in the community. Councilmember Flora agreed but questioned about how social distancing will be handled and if they plan to follow the AdAstra

guidelines. Mr. Cizek replied that they would be switching to a reservation system and only allowing a maximum of 24 people in the building at one time. Customers will prepay for a “flight” of beer and will be served tableside to prevent crowding around the bar. He emphasized that they want to take the opening slow in an attempt to keep everyone safe and added that the AdAstra Plan is faster than they anticipate progressing. In the outdoor area, they are going to limit the number of seats as well as minimize the amount of people coming in and out of the same door. He also confirmed they will be putting signage up in the seating and restroom areas.

Councilmember Schlossmacher added that this is a great addition and his only concern was with ADA requirements but that had been addressed through Mr. Cizek’s work with the City’s Planner.

Councilmember Davis agreed that this project is a great addition and asked about the section of the design that angles towards the street, after taking measurements he thought it was too close and talked with Mr. Scott about adjusting that wall to fit accordingly and allow more space for pedestrian walking. Mr. Cizek replied that this was his misunderstanding of the 50% rule as discussed and adjusting the barrier will make the space more accessible.

Councilmember Boultinghouse thanked Mr. Cizek and agreed that this will be a great addition, asked if this was going to be utilized all year with heaters in the winter. Mr. Cizek replied that anytime someone would want to sit out there, they would love to have that open. In regards to the heaters, it might take up too much space but it would only benefit Sandhills to increase extra space and seating.

Mayor Appletoft added that this was a great concept and addressed activating the sidewalks, referencing Lawrence, and how they have redesigned their parking on Massachusetts Street to encourage sidewalk usage for businesses. He added that this is what has been envisioned for downtown Mission. Councilmember Flora thinks this will be a good experiment and would love to see this expand downtown.

Councilmember Davis recommended the resolution, issuing a Special Purpose Permit to Sandhills Brewing for the use of a portion of the public sidewalk at 5612 Johnson Drive, for an outdoor dining area be forwarded to Council for approval. All on the Committee agreed, this will be a consent agenda item.

Discussion Items

Discussion of Policy on Use of Drones

Mr. Almoney presented on the recommendation from the Parks, Recreation and Tree (PRT) Commission surrounding UAV (drone) use at Mission parks near residential areas. The catalyst for the discussion item at this time was the result of the long range planning for improvements at Mohawk Park. PRT Commission members remember the concern residents had in Prairie

Village and the amount of time and deliberation involved in finalizing an ordinance to safeguard the proper use of drones in both private and public spaces.

The PRT Commission asked the Community Development Committee to discuss the benefits and challenges of a drone ordinance before the City is faced with the need to enforce the use of drones. An ordinance can assist both drone operators and the City of Mission by having clear expectations in place. The most common purposes of drone usage include aerial surveillance, film-making, real estate and construction exploration, recreational flight/acrobatics and deliveries. While the most common risks associated with drone usage include infringement of privacy, radio frequency interference, personal injury or damage, and new operators and loss of control. The cities of Mission Hills and Mission Woods have also enacted similar ordinances and policies in the last several years.

Councilmember Flora clarified and Mr. Almoney confirmed that this is entirely proactive and there have not been drone issues in Mission. While Councilmember Schlossmacher asked and Mr. Almoney confirmed there have not been any reports of impaired drone operators in the parks.

Councilmember Flora inquired about the criminal penalties in the Prairie Village ordinance and asked if Mission might consider other alternatives. Ms. Smith replied that could be evaluated. Councilmember Kring asked if there are any current ordinances or records, such as a nuisance ordinance, that would be applicable to the usage of drones. Mr. Almoney replied that there wasn't anything comparable. Ms. Smith added that the nuisance codes are very tailored to property maintenance issues, whereas UAS usage would represent a different type of nuisance issue that should be addressed on its own. Chief Hadley added that property lines extend high up and in some instances a drone cannot be flown over a person's property without a search warrant. He was unsure if this would fall under disorderly conduct which incorporates activities which alarm, bother, anger or harass another. All of these issues will be discussed with City Attorney in the process of drafting an ordinance.

Councilmember Flora asked and Mr. Almoney confirmed that staff is looking for consensus on moving this as an action item for a July Committee meeting consideration. Councilmember Davis agreed with proceeding if it is not already in our ordinances and believes this is a good and proactive idea. Councilmember Rothrock agreed and stressed the importance of keeping the Police Department updated for how this is being enforced. Councilmembers Thomas and Boultinghouse agreed to moving this forward to July.

Councilmember Flora confirmed there was a general consensus to bring this discussion item back as an action item in the July 1, 2020 Community Development Committee meeting.

Other

Department Updates

Ms. Smith confirmed that the Community Center will reopen Monday and staff have been busy training to accommodate cleaning and safety. Mr. Almoney added they have brought part-time staff in, at nine people or less, to tour the facility and train. Councilmember Flora noticed that some of the classes were during the vulnerable population hours and wondered how that was going to be facilitated. Mr. Almoney replied that the stipulation is that patrons taking the class will only be able to utilize the class and not the rest of the gym, they will have to leave as soon as instruction is complete.

Councilmember Kring thanked Mr. Almoney's children for helping at the Harvester's event and commented they did an amazing job.

Ms. Duran provided an update on Public Works, reporting that crews are getting out in the field, and completing base repairs and crack sealing. She reiterated that they should be done with the concrete on Friday, on the Lamar Project, except for some storm inlet tops that they will be replacing. The base and joint repair is progressing quickly. On Monday, 51st and Lamar, will be closed for 7-10 days while they complete stormwater repairs and relocate utilities. They are progressing with the emergency repairs to the failed Rock Creek retaining wall and advised it will be important to put up the fence. Once emergency repairs are complete, attention will be directed to evaluating the design for a permanent solution, including a review and assessment of a previous Black and Veatch study for the channel. Finally, Ms. Duran reported that Gunter Construction is removing the trees in preparation for the Rock Creek Channel Improvement project.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 8:29 p.m.

Respectfully submitted,



Audrey M. McClanahan
City Clerk

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	July 1, 2020
PUBLIC WORKS	From:	Brent Morton

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

RE: 2020-2021 Rock Salt Supplier Contract

RECOMMENDATION: Approve a contract with Central Salt, LLC. at a unit price of \$48.14 per ton of bulk deicing salt delivered.

DETAILS: Rock salt is an essential commodity for snow removal activities. Salt effectively lowers the freezing point of water and acts as a melting agent. When applied to the pavement, it prevents frozen precipitation from sticking to surfaces and works in conjunction with plowing activities to penetrate ice and snow in order to remove it from the roadway.

The City went out to bid with Overland Park and several other surrounding cities for quotes from salt suppliers who guarantee the product will be available for delivery during winter storm events. The City's salt storage dome holds approximately 1,800 tons of salt. Based on the activity during the winter of 2019-2020, current salt stores were significantly reduced, leaving the dome approximately half full.

We will be "restocking" it this year to have salt on hand. This contract locks in the price for 2020-2021. The cost of salt has decreased from \$59.54 to \$48.14 per ton. During mild winters, any unused funds in the Public Works Department salt line item are rolled over into the General Fund fund balance.

Bids were solicited from the following suppliers, and Central Salt LLC. was the lowest qualified bid.

Supplier	Unit Price
Independent Salt Co.	\$56.83
Compass Minerals.	No Bid
Central Salt, LLC	\$48.14

The 2020 Budget has allocated \$42,000 for the purchase of salt (reduced from the original \$60,000). If the City Council approves the price quoted by Central Salt LLC, staff will purchase 800 tons up front at a cost of \$38,512 to be able to refill the salt dome within the current budget parameters. This contract also allows the City to purchase additional salt later on in the year if necessary.

CFAA CONSIDERATIONS/IMPACTS: NA

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-20-307-03 Sand/Salt
Available Budget:	\$42,000

CITY OF OVERLAND PARK, KANSAS
PUBLIC WORKS DEPARTMENT

**SPECIFICATIONS
FOR
ROCK SALT**

SECTION 1: INSTRUCTIONS TO BIDDERS

- 1.01 GENERAL:** This bid package covers the supply and delivery of rock salt which will be used for snow and ice control on roads and bridges. The successful bidder to whom the bid is awarded (hereinafter "Vendor") shall be required to supply rock salt materials to the City of Overland Park (hereinafter "City"), and at their respective option, the participating agencies of: Blue Valley School District, Johnson County, Leawood, Lenexa, Mission, Olathe, Roeland Park, and Shawnee, (hereinafter "Participating Entities"). This is a public agency bid which will require a formal agreement to be entered into between the Vendor and the City.

Vendor agrees to provide rock salt to any one or all of the Participating Entities at the prices set forth in its bid. Sales will be made in accordance with the prices, terms, and conditions of these bidding documents and any subsequent agreement.

It is understood that the City and the Participating Entities pay no Federal or State taxes and the bid price for material includes all material and handling charges and the net price for material and delivery includes all material, transportation and handling charges.

- 1.02 AGREEMENT:** The Vendor shall enter into a formal agreement with the City, (hereinafter "Agreement"). The bidding documents herein, the Vendor's submitted bid and any attachments to those documents shall be considered inclusive to the Agreement. **A form agreement entitled "Agreement for Rock Salt" (hereinafter "Form Agreement") is provided with these bidding specifications. The successful Vendor will be required to enter into an agreement with the City containing the terms and conditions of the Form Agreement.**

The Agreement term shall be for a period of one (1) year from the date of signing and shall be renewable annually at the sole option of the City for up to two (2) additional one (1) year periods.

Vendor understands and agrees that the material price will remain firm for the renewal periods, however Vendor may request an adjustment to the original bid price for delivered rock salt in recognition of possible escalations in diesel fuel costs beyond that which could have been anticipated at the time of bid. Such requests may be made subsequent to the regional bulk per gallon price of diesel fuel increasing by more than 30% between the time of bid and the any subsequent agreement renewal date. Any price increase during a renewal period shall be at the sole option of the City.

Should the City fail to budget, appropriate or otherwise make available funds for payments due under this Agreement in any budget year, this Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available.

- 1.03 DISCREPANCIES AND INQUIRIES:** Before submitting its bid, the Bidder shall carefully examine the entire contents of the bidding documents so as to be thoroughly familiar with all the requirements. Bidders are instructed to acquaint themselves with all the conditions affecting the bid and the provision of associated materials and or work contemplated hereunder.

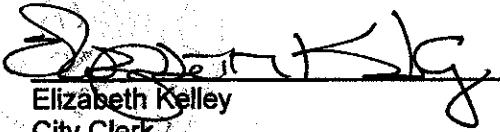
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first above written.

CITY OF OVERLAND PARK, KANSAS



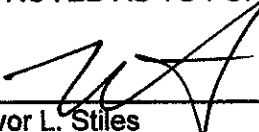
Carl Gerlach
Mayor

ATTEST:



Elizabeth Kelley
City Clerk

APPROVED AS TO FORM:



Trevor L. Stiles
Sr. Assistant City Attorney

CENTRAL SALT LLC



Signature of Authorized Representative

Stephanie Murphy, Business Manager
Printed Name and Title

remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

SECTION XVII - APPLICABLE LAW

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

SECTION XVIII - NOTICE TO PARTIES

All notices and demands of any kind which either party may serve upon the other party under this Agreement shall be served by personal service, or by leaving the notice or demand at the address set forth below, or by forwarding a copy thereof by first class mail, postage prepaid, or by telecopier, addressed as follows:

To City: City of Overland Park, Kansas
 Department of Public Works
 11300 West 91st Street
 Overland Park, Kansas 66214
 ATTN: Rich Profaizer

To Vendor: Central Salt LLC
 1420 State Hwy 14
 Lyons, KS 67554

or to such other address as may be specified from time to time by the relevant party. Service shall be deemed complete when the notice or demand is received by the party to whom it is addressed.

The remainder of this page has intentionally been left blank.

performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;

2. In all solicitations or advertisements for employees, the Vendor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
3. If the Vendor fails to comply with the manner in which the Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
4. If the Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
5. The Vendor shall include the provisions of subsections (1.) through (4.) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to an Agreement entered into by a Vendor:

1. Who employs fewer than four employees during the term of such contract; or
 2. Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- b. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
- c. Vendor shall observe the provisions of Chapter 8 of the Overland Park Municipal Code, and shall not discriminate against any person in the performance of work under the present Agreement because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status.

SECTION XV - CONTRACT DOCUMENTS COMPLIMENTARY

The bidding documents, bid, and Agreement are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the bidding documents, bid, and Agreement is to include all labor, materials, tools, equipment, and transportation necessary for the workmanlike delivery of the rock salt in accordance with the bidding documents, bid, and Agreement. This Agreement supersedes all previous agreements and understandings between the parties, which previous agreements and understandings are of no further force and effect. This Agreement may not be amended or modified except by written agreement of both parties.

SECTION XVI – SEVERABILITY

The parties agree that should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the

amounts required herein. Vendor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

a. Commercial General Liability:
Limits -

General Aggregate:	\$ 1,000,000
Products / Completed Operations:	\$ 1,000,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

Policy **MUST** include the following conditions:
Name City of Overland Park as "Additional Insured"

b. Automobile Liability: Policy shall protect the Vendor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either Any Auto or All Owned Autos, Hired Autos, and Non-owned Autos.

Limits --
Combined Single Limits, Bodily Injury and Property Damage – \$1,000,000 Each Accident

Policy **MUST** include the following condition:
Name City of Overland Park as "Additional Insured."

Note: Vendor expressly agrees to only utilize vehicles properly insured under the requirements of this Agreement while performing the services set forth herein, and to ensure that its subcontractors comply with the same.

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

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

SECTION XIII - DISPUTE RESOLUTION

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

SECTION XIV - AFFIRMATIVE ACTION/OTHER LAWS

- a. The Vendor agrees that:
 - 1. The Vendor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the

SECTION XI - INDEMNITY

a. **Definitions** - For purposes of indemnification, the following terms shall have the meanings set forth below:

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

b. **The Indemnity:** For purposes of this Agreement, and without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Vendor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Vendor, its employees, agents, subcontractors and suppliers.

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

c. **General Limitation:** Nothing in this Section shall be deemed to impose liability on the Vendor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.

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

SECTION XII – INSURANCE

The Vendor shall secure and maintain, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein. Vendor shall provide certificates of insurance and renewals thereof on forms acceptable to the City.

Vendor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Vendor shall monitor and promptly notify City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if Vendor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum

available from any lawfully operated, revenue producing source. Should the City fail to budget, appropriate or otherwise make available funds for payments due under this Agreement in any budget year, this Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. City agrees to notify Vendor of such termination, which shall not constitute a default under this Agreement, at least sixty (60) days prior to the end of the City's then current budget year.

SECTION V - WARRANTY

The Vendor warrants that each truck load of rock salt shall meet or exceed the requirements set forth in the Specifications. Rock salt failing to comply with the Specifications shall be replaced and/or corrected pursuant to Section IX Material/Work Acceptance of this Agreement, upon receipt of notification, at no cost to the City.

SECTION VI - DESIGNATION OF CONTACT PERSONS

The Vendor shall designate and provide the name and phone number of the person who will be responsible for coordinating all activities with the City. The City shall provide similar contact information to the Vendor. Both designees shall be available during normal business hours.

SECTION VII - VENDOR'S PERFORMANCE

The Vendor shall furnish at its own cost and expense all labor, tools, equipment, materials, and transportation required to deliver (if required) the rock salt to the City's facilities listed in the bidding documents (the "Facilities"), all work to be done in a good and workmanlike manner to the entire satisfaction of the City, and in accordance with all City, State and Federal laws applicable thereto.

SECTION VIII - VENDOR'S RISK

Vendor retains title to and risk of loss or damage to the rock salt prior to the time of its delivery and acceptance by the City. Title to and risk of loss or damage to the rock salt will pass to the City upon delivery and acceptance, free of any and all encumbrances.

The Vendor shall assume full responsibility for the proper unloading of the rock salt and shall, at its own cost, bear any loss, repair any damage or remediate any spill which occurs as a result of these activities.

SECTION IX - MATERIAL/WORK ACCEPTANCE

Acceptance of the materials/work is subject to approval of the City. Material/work deemed not in compliance with the Specifications will be replaced and/or corrected at the Vendor's expense. Should the Vendor fail, or refuse to remedy unacceptable material/work issues within ten (10) days of being notified in writing, the City may elect, at its option, to cause the unacceptable material/work to be replaced and/or corrected at the Vendor's expense. Out of pocket expenses incurred by the City to make such replacements and/or corrections shall be paid for out of any monies due or that become due the Vendor.

SECTION X - INDEPENDENT CONTRACTOR

The Vendor is an independent contractor and as such is not an employee or agent of the City.

**AGREEMENT
FOR
ROCK SALT**

THIS AGREEMENT is made and entered into this 1st day of June, 2020, by and between the City of Overland Park, Kansas, hereinafter the "City", and Central Salt LLC, hereinafter the "Vendor".

WITNESSETH:

WHEREAS, the City desires to purchase rock salt in accordance with the Bidding Specifications for Rock Salt issued by the City on April 28, 2020 (hereinafter the "Specifications"); and

WHEREAS, the Vendor has submitted to the City, a bid, in accordance with the requirements of the above-referenced Specifications; and

WHEREAS, the City has selected the Vendor to provide the rock salt upon the terms and conditions and for the sum set forth herein.

NOW THEREFORE, in consideration of the compensation to be paid to the Vendor, and of the mutual agreements herein contained, the parties hereto have agreed as follows:

SECTION I – SCOPE

Vendor shall provide Rock Salt to the City in accordance with the Specifications attached hereto and incorporated by reference herein as Exhibit A and at the prices set forth in the Bid for Rock Salt, attached hereto and incorporated by reference herein as Exhibit B.

SECTION II - PRICE AND PAYMENT TERMS

Vendor shall provide the material described in the Specifications attached and abide by the terms and conditions of this Agreement. In consideration of accepted material, the City will pay the Vendor the scheduled prices set forth in Bid for Rock Salt, subject to the terms and conditions of this Agreement.

All compensation due shall be payable to Vendor within thirty (30) days of receipt of an undisputed invoice and upon satisfactory completion and acceptance of delivered rock salt.

SECTION III - AGREEMENT TERM

The Agreement term shall be for a period of one (1) year from the date of signing and shall be renewable annually at the sole option of the City for up to two (2) additional one (1) year periods.

Vendor understands and agrees that the material price will remain firm for the renewal period, however Vendor may request an adjustment to the original bid price for delivered rock salt in recognition of possible escalations in diesel fuel costs beyond that which could have been anticipated at the time of bid. Such requests may be made subsequent to the regional bulk per gallon price of diesel fuel increasing by more than 30% between the time of bid and the any subsequent agreement renewal date. Any price increase during a renewal period shall be at the sole option of the City.

SECTION IV – CASH BASIS LAW

Notwithstanding anything contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that City is obligated only to pay periodic payments or monthly installments under this Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the City's then current budget year (i.e. January 1 to December 31) or from funds made

Bidders will promptly notify the City's contract specialist (the "Contract Specialist") of any discrepancies, ambiguity, or error which they discover upon examination of the bidding documents. Discrepancy notifications and/ or inquiries for clarification or interpretation of the bidding documents should be made to:

Sally Wachtel, Contract Specialist
City of Overland Park
Public Works Department
8500 Santa Fe Drive
Overland Park, Kansas 66212
Phone: 913-895-6029
Email: sally.wachtel@opkansas.org

- 1.04 ADDENDUM:** All corrections, changes or interpretations of the bid documents will be made by addendum from the Contract Specialist. Interpretations, corrections, or changes to the bid documents made in any other manner will not be binding.

All addenda issued during the time of bidding will become part of the bidding documents and receipt thereof shall be acknowledged on the bid form. Addenda will be provided to all those known to have a complete set of bidding documents addressed to their last known address. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.

- 1.05 SUPPLY METHOD (Delivery / Pickup):** At its option, the City may elect to purchase materials for either pick up by the City at the Vendor's supply location or delivered F.O.B. to one or more City designated facilities. Material elected for pick up will be loaded onto provided transport trucks incidental to the "Material Only" bid price. Material requested to be delivered will be transported and unloaded to one or more of the following designated facility locations:

City of Overland Park:

Dennis Garrett Maintenance Facility
11300 West 91st Street
Overland Park, KS 66214

Blue Valley Maintenance Facility
6869 West 153rd Street
Overland Park, KS 66223

Hardy Street Storage Facility
11921 Hardy Street
Overland Park, KS 66213

Participating Agencies:

Blue Valley School District
Bin #1: 7480 W. 149th Terr.
Overland Park, KS 66223
Bin #2: 9000 W. 165th St.
Overland Park, KS 66085

Johnson County
1800 W. Old 56 Highway
Olathe, KS 66061

City of Leawood
14303 Overbrook Rd.
Leawood, KS

City of Lenexa
Meritex Cave Storage Facility
10100 Block of Renner Blvd.
(South Entrance)
Lenexa, KS 66219

City of Mission
4775 Lamar Ave.
Mission, KS 66202

City of Olathe
Olathe Maintenance Facility
201 E. Harold St.
Olathe, KS 66061

City of Roeland Park
4717 Roe Pkwy.
Roeland Park, KS

City of Shawnee
18690 Johnson Drive
Shawnee, KS 66217

Deliveries to the City of Overland Park may utilize standard single vehicle dump truck, tractor trailer end up, and/or belly dump style delivery trucks. Vendor shall note that there may be participating agencies that have delivery locations with certain height limitations, (no greater than 16 feet) and which may require the restrictive use of belly dump delivery trucks only.

The listed designated facilities are not permanently staffed or equipped to receive bulk material deliveries and as such shall require a 24 hour advance notice by the Vendor to the City on all delivery schedules. General operating hours of the facilities are from 8:00 am to 3:30 pm Monday through Friday; however, the Vendor must provide the required advance notice and delivery coordination schedule. Unless otherwise specified at the time of order, delivered materials shall be supplied no later than ten (10) calendar days from receipt of order.

- 1.06 ACCEPTANCE:** Vendor retains title to and risk of loss or damage to the rock salt prior to the time of its delivery and acceptance by the City. Title to and risk of loss or damage to the rock salt will pass to the City upon delivery and acceptance, free of any and all encumbrances.

The Vendor shall assume full responsibility for the proper unloading of the rock salt and shall, at its own cost, bear any loss, repair any damage or remediate any spill which occurs as a result of these activities.

Acceptance of the materials/work is subject to approval of the City. Material/work deemed not in compliance with the Specifications will be replaced and/or corrected at the Vendor's expense. Should the Vendor fail, or refuse to remedy unacceptable material/work issues within ten (10) days of being notified in writing, the City may elect, at its option, to cause the unacceptable material/work to be replaced and/or corrected at the Vendor's expense. Out of pocket expenses incurred by the City to make such replacements and/or corrections shall be paid for out of any monies due or that become due the Vendor.

- 1.07 ESTIMATED QUANTITY:** The combined estimated bid quantity for bulk rock salt among the City and the Participating Entities is 31,750 tons, (uncoated). The estimated quantity is based on average seasonal need; however, the actual purchase amount will vary from the estimate pursuant to experienced needs during the bid term. Itemized quantity estimates are as follows:

City of Overland Park =	7,000 Tons
Blue Valley Schools =	750 Tons
Johnson County =	2,500 Tons
City of Leawood =	2,500 Tons
City of Lenexa =	5,000 Tons
City of Mission =	1,000 Tons
City of Olathe =	9,500 Tons
City of Roeland Park =	1,000 Tons
City of Shawnee =	2,500 Tons

Bidders Note – The estimated quantities are for uncoated mined bulk rock salt. To accommodate

the Participating Entities possible purchase of mined rock salt that has been pre-coated with a wetting agent, that material has been included as a bid item. Bidders may submit prices on one or both of these material products.

1.08 MATERIAL ORDERS: Orders for materials shall be made separately pursuant to individual needs by the City and each of the Participating Entities. **Orders by the City and each of the Participating Entities will be made through separate individual purchase orders. All receiving, inspection, payments, and other procurement administration will be the responsibility of the individual Participating Entity. Disputes arising from the sale of materials to any of the Participating Entities or that result in payment claims shall be severable and shall not affect the sale of orders to the City or any other non-involved Participating Entities.**

1.09 INSURANCE: The Vendor shall be required to procure and maintain the following types and levels of insurance during the life of the resulting Agreement with the City.

a. Commercial General Liability:

Limits -

General Aggregate:	\$ 1,000,000
Products / Completed Operations:	\$ 1,000,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

Policy MUST include the following conditions:

Name City of Overland Park as "Additional Insured". *(See Bidders Note)

b. Automobile Liability: Policy shall protect the Vendor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either Any Auto or All Owned Autos, Hired Autos, and Non-owned Autos.

Limits –

Combined Single Limits, Bodily Injury and Property Damage – \$1,000,000 Each Accident

Policy MUST include the following condition:

Name City of Overland Park as "Additional Insured." (*See Bidders Note)

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

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

***Bidders Note –** The successful bidder may be required to enter into separate agreements with each of the individual Participating Entities, and such individual Participating Entities may request they be named as "Additional Insured" for their respective agreement.

1.10 INDEMNITY:

a. Definitions - For purposes of indemnification, the following terms shall have the meanings set forth below:

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

b. The Indemnity: For purposes of this Agreement, and without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Vendor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Vendor, its employees, agents, subcontractors and suppliers.

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

c. General Limitation: Nothing in this Section shall be deemed to impose liability on the Vendor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.

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

1.11 COMPLIANCE WITH AFFIRMATIVE ACTION/OTHER LAWS:

a. The Vendor agrees that:

1. The Vendor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
2. In all solicitations or advertisements for employees, the Vendor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
3. If the Vendor fails to comply with the manner in which the Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments

thereto, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

4. If the Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

5. The Vendor shall include the provisions of subsections (1.) through (4.) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to an Agreement entered into by a Vendor:

1. Who employs fewer than four employees during the term of such contract; or
2. Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

b. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

c. Contractor shall observe the provisions of Chapter 8 of the Overland Park Municipal Code, and shall not discriminate against any person in the performance of work under the present Agreement because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status.

1.12 BID AWARD: The unit price for each bid item will be used in determining the successful low bidder. Bid items shall include both bulk uncoated rock salt and pre-coated, pre-wetted rock salt. Bid items may be awarded separately; therefore bidders may submit prices on one or both of the items. The Vendor(s) awarded the bid shall be required to enter into a formal agreement with the City. At their option each Participating Entity may also adopt the bid results and enter into a separate formal agreement with the Vendor. Bid prices shall be good for a period of one (1) year from the date of execution of the Agreement. At the City or Participating Entity's option, the Agreement may be renewed for two (2) additional one (1) year renewal periods. The Vendor(s) awarded this bid will be expected to enter into separate formal agreements with each Participating Entity, which contain the terms and conditions set forth herein, including but not limited to indemnification obligations to each Participating Entity, for their respective agreement, as required towards the City as set forth herein and additional insured status for each Participating Entity, in each of their respective agreements, as required towards the City as set forth herein.

Bid Items:

- | | |
|--------------------|--|
| Uncoated Rock Salt | -Delivered |
| Uncoated Rock Salt | -Undelivered (Supplier's Named Location) |
| Coated Rock Salt | -Delivered |
| Coated Rock Salt | -Undelivered (Supplier's Named Location) |

SECTION 2: SPECIFICATIONS

2.01 GENERAL: Rock salt to be supplied in accordance with the bid documents shall be suitable for use in the control of ice and snow on municipal streets and bridges. The materials which may be requested to be supplied include both un-coated mined natural rock salt and mined natural rock salt which has been pre-treated with a chemical pre-wetting agent. Whenever reference is made herein to any other specification or standard, it shall mean the latest revision thereof in effect at the time of the invitation to bid.

Supplied rock salt shall be of fresh stock. Reclaimed salt will not be accepted. Both uncoated and coated rock salt shall be supplied at a reasonable moisture content so as to be uniformly free of hardened crystallized nodules or other permanent physical defects which prevents the material from being granularly spread.

2.02 PHYSICAL AND CHEMICAL REQUIREMENTS: Dry raw salt to be utilized in the supply of coated and uncoated rock salt shall have a bulk density of 72 lbs. per cubic foot and shall comply with ASTM specification D632 -99, D632-72, Type I, Grade 1 and most current revision.

a. Uncoated "dry" rock salt should contain at least 95% Sodium Chloride. It shall meet the following sieve analysis:

<u>Medium ROCK SALT, U.S. SCREEN MESH</u>	<u>Percent Passing</u>
Passing 3/8" Square Mesh	100%
Passing #4	20% to 40%
Passing #6	2% to 15%
Passing #10	0% to 2%

Bidder's wishing to bid for the supply of uncoated rock salt containing less than 95% sodium chloride shall note on the bid form variance section of such and include the sodium chloride content percentage. At its option the City may elect to consider accepting the bid at a proportionately lower price per ton.

b. Coated "pre-wetted" rock salt should contain at least 95% Sodium Chloride. It shall meet the following sieve analysis:

<u>Medium ROCK SALT, U.S. SCREEN MESH</u>	<u>Percent Passing</u>
Passing 1/2" Square Mesh	100%
Passing 3/8"	95% to 100%
Passing #4	20% to 90%
Passing #6	10% to 60%
Passing #10	0% to 15%

Coated rock salt shall not require any extra handling or equipment and shall be delivered ready to be applied as snow and ice control material. The chemical coatings used on coated rock salt shall be bonded to the dry salt and/or comprised of such characteristics so as to not separate, run or form pools when the rock salt material is stored for long periods of time, (more than 12 months and in temperatures up to 100 degrees F.). Coated rock salt shall include a corrosion inhibitor and remain free flowing to -20 degrees F. The pre-wetting agent used to coat dry rock salt shall chemically consist of:

Magnesium Chloride	29%
Triethanolamine	.6%
Coloring Agent	.25%

Corrosion inhibitor/ Performance Enhancement	.4%
PH	8.6

Bidder's wishing to bid for the supply of coated rock salt containing a chemically equivalent, but slightly variant pre-wetting agent should note on the bid form variance section of such and include the chemical content percentage information.

- 2.03 BID SAMPLE:** Each bidder shall submit with their bid a representative sample of at least one (1) pound of the type of salt being proposed. Each sample shall be plainly marked to show the name of the bidder and the materials location of origin. **IMPORTANT:** Samples must be provided with the bid or prior to the bid opening date and time. Samples can be hand delivered or mailed and clearly marked, "**BID FOR: ROCK SALT,**" to the City Clerk, City of Overland Park, 8500 Santa Fe Drive, Overland Park Kansas 66212.
- 2.04 MATERIAL SAFETY DATA INFORMATION:** Vendor shall provide, for the materials being supplied, current Safety Data Sheets (SDS) with each delivery.
- 2.05 TESTING:** At its option the City may request sample random tests be performed by the Vendor to show supplied material conforms to the specifications. Requested tests shall be at the Vendor's expense and shall follow applicable ASTM testing procedures for moisture content, gradation, PH and sodium content. The number of random test requests shall not exceed 1 per 2500 tons ordered, except where failure to comply with the specifications is found for which the number of tests will be dependent upon finding accepted test results.

Central Salt

CITY OF OVERLAND PARK, KANSAS
PUBLIC WORKS DEPARTMENT

BID FOR ROCK SALT

- The undersigned proposes to furnish and deliver rock salt, as indicated below and in accordance with the bidding documents.

CITY RESERVES THE RIGHT TO AWARD ANY ONE BID ITEM, A COMBINATION OF BID ITEMS, OR ALL BID ITEMS TO ONE OR MORE VENDORS. BIDS MAY BE SUBMITTED FOR ONE OR MORE BID ITEMS BY ANY ONE VENDOR. IF MORE THAN ONE BID IS SUBMITTED, PLEASE SUBMIT EACH BID IN A SEPARATE ENVELOPE.

Estimated Quantities: 31,750 tons (uncoated) and 1 ton (coated)

Unit Price for Uncoated "Dry" Rock Salt:

Material and Delivery cost per ton \$ 48.14

Material Only cost per ton (Picked Up*) \$ 45.00

Unit Price for Coated "Pre-wetted" Rock Salt:

Material and Delivery cost per ton \$ 85.13

Material Only cost per ton (Picked Up*) \$ 65.00

***Name and Address of Pickup Location:**

Central Salt, LLC - Lyons Mine, 1420 State Hwy 14, Lyons, KS 67554

To be a valid bid, bid submittals shall include:

- At least five (5) references from agencies to whom the bidder has supplied rock salt in the last three (3) years.
- Bid Sample per Section 2.03 of the Bidding Specifications.
- Material Safety Data Sheet for each type of salt proposed.
- Delivery amount in tons per individual truck load.
- Location of origin for each type of salt proposed.
- Quality confirmation test data.

This information may be submitted on a separate attachment.

Approximately 25 tons per truck load

Origin: Central Salt, LLC - Lyons Mine, 1420 State Hwy 14, Lyons, KS 67554

- It is understood that the unit price bid shall be the price charged to the City for rock salt as outlined in the Bid Specification form as either delivered to the facilities listed in the bidding documents or for the material only. The bid award will be based on the lowest overall cost to the City. Bid prices shall be good for a period of one (1) year from the execution of the Agreement. Bidders must state on the bid form any variances and/or exceptions they may have to any bid document requirement.

Pursuant to the Agreement Term, bid prices may be extended for up to two (2) additional one (1) year periods at the sole option of the City.

3. Bidder acknowledges the quantity being bid is an estimated quantity. The actual quantity purchased will depend upon need at the time of order during the period the bid prices are valid.
4. The City reserves the right to purchase the material at either the "material and delivery cost per ton" bid or at the "material only cost per ton" bid. If material is delivered, the City expects a maximum delivery time within 10 calendar days following a requisition for material. Salt must be delivered by truck from the mine or a suitable stockpile.
5. The undersigned agrees to provide rock salt to any one or all of the Participating Entities at the prices set forth in its bid.
6. In submitting this bid, the undersigned declares that he/she is the only person interested in said bid; that it is made without any connection with any person or persons making another bid for the same contract; and that the bid is in all respects fair and without collusion, fraud, or misrepresentation.
7. The undersigned further declares that he/she has carefully examined the bidding documents and has satisfied himself/herself as to the method of estimating quantities and stockpile locations and understands that in signing this bid he/she waives all right to plead any misunderstanding regarding same. Bids cannot be altered or changed after they have been received by the City and opened.
8. Undersigned acknowledges receipt of Addendum (if an Addendum was issued) _____.

VARIANCES: (Please state variances if material differs from specifications.)

DATE: 05/07/2020

Central Salt, LLC

Company Name


Signature

Ken Grimm, President

Printed Name

1420 State Hwy 14

Street Address

Lyons, KS 67554

City/State/Zip Code

(620)257-5626 ext 3

Telephone Number

lyoung@centralsalt.com

Email Address



1420 State Rd 14
Lyons, KS 67554
Phone No. : 800-879-7258
Fax No. : 620-257-5052
Email: LyonsOrders@centralsalt.com

Sales Quote

Sales Quote No. SQ19-00119

Quote Date 6/16/2020

Quote Valid Until 4/30/2021

Salesperson Todd Hamer

Revision No. 1

Payment Terms Net 30 Days

Customer ID C00469

Page: 1

Sell

To: Mission, City of
Brent Morton
4775 Lamar Ave
Shawnee Mission, KS 66202
UNITED STATES

Special Instructions:

Part of the City of Overland Park Cooperative Bid

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	Mission, City of Public Works 4775 Lamar Ave Shawnee Mission, KS 66202				
FG00033	Bulk Deicing Salt	Ton	800	\$48.14	\$38,512.00



1420 State Rd 14
Lyons, KS 67554
Phone No. : 800-879-7258
Fax No. : 620-257-5052
Email: LyonsOrders@centralsalt.com

Sales Quote

Sales Quote No. SQ19-00119

Quote Date 6/16/2020

Quote Valid Until 4/30/2021

Salesperson Todd Hamer

Revision No. 1

Payment Terms Net 30 Days

Customer ID C00469

Page: 1

Sell

To: Mission, City of
Brent Morton
4775 Lamar Ave
Shawnee Mission, KS 66202
UNITED STATES

Special Instructions:

Part of the City of Overland Park Cooperative Bid

Terms of Quote

1. This quotation shall remain firm for a period of 7 calendar days unless signed.
2. New Customer Account forms must be completed and existing customer files must be updated before signed quote will be considered accepted by Central Salt.
3. All published freight increases are subject to the account of the buyer. Prices quoted are based on transportation costs provided at the time of quotation. We reserve the right to change our quotation based on documented changes to those transportation costs.
4. Quotation does not constitute a binding obligation, but is subject to credit approval.
5. All purchases are subject to the appropriate sales tax rate, unless exempt.
6. Prices quoted are good for product sourced from the stated shipping depot. Product quantities exceeding quoted amounts or sourced from other shipping depots are subject to price adjustment for market demands and incremental transportation.
7. Bulk product is for end use application and is not intended for blending or repackaging without prior written consent.
8. All orders are subject to Central Salt Terms and Conditions of Business Credit and Sale.
9. Any claims for quantity errors, quality, or damage must be made to Central Salt within 5 days of delivery and supported by satisfactory evidence.
10. Package orders that require multiple delivery locations will be assessed \$150 fee for each additional delivery location.
11. \$250 fee will be added to any in-transit load that is diverted from its original destination.
12. For Package loads, a truckload may be 882 or 931 bags, depending on the vehicle legal load limit.
13. Central Salt reserves the right to direct customer pickups to alternate depot locations within a specific market depending upon demand and/or inventory availability.
14. Central Salt reserves the right to terminate or modify this quote/agreement in the event Customer has not purchased 40% of the committed quantity by December 31, subject to weather conditions. This only applies to deicing products.

Customer
Acceptance of
Quote: _____

Central Salt: _____

Date: _____

Date: _____

OVERLAND PARK

K A N S A S

ABOVE AND BEYOND. BY DESIGN.

Public Works

City Hall • 8500 Santa Fe Drive
Overland Park, Kansas 66212
913/895-6040 • Fax 913/895-5055

www.opkansas.org

June 12, 2020

Mr. Ken Grimm
President
Central Salt, LLC
1420 State Hwy 14
Lyons, KS 64557

ROCK SALT - 2020

Dear Mr. Grimm:

An executed copy of the Agreement for Rock Salt is enclosed for your records. Please accept this as your official copy.

The Overland Park Public Works Maintenance Division will contact you when rock salt is needed.

This Agreement also allows the following participating agencies to obtain rock salt at the agreed to prices: Blue Valley School District, Johnson County, Kansas, City of Lenexa, City of Mission, City of Olathe, City of Roeland Park, and City of Shawnee. Each entity will contact you as needed.

If you have any questions, please let us know.

Sincerely,



SALLY WACHTEL
CONTRACT SPECIALIST

Enclosures

cc: Elizabeth Kelley, City Clerk

email: Lori Young, Central Salt LLC
Rich Profaizer, Manager, Maintenance Operations
Greg Scharff, Superintendent, Public Works Maintenance
Peggy Gott, Administrative Assistant
Alisha Holcomb, Administrative Assistant

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	July 1, 2020
Administration	From:	Brain Scott

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

RE: Comprehensive Plan Update Restart

RECOMMENDATION: Review the proposed timeline and tools to be utilized for the comprehensive plan update process going forward, and review the membership of the Steering Committee recommended to assist in facilitating the process.

DETAILS: State statutes require that cities and counties maintain a comprehensive land use plan, and that the plan be periodically reviewed and updated if necessary. The City has maintained a comprehensive land use plan since at least the late 1960's. The most recent plan was prepared in 2007. Though it has been reviewed by the Planning Commission and updated periodically since this time, it is in need of a significant update that more accurately reflects the values of the community and emerging trends in land use management and development.

Last summer the City issued a request for proposals for a comprehensive land use plan update. After a review of the proposals submitted and interviews, Confluence was selected to assist the City in this endeavor. A contract was approved by the City Council in late fall.

A kick-off meeting to begin the comprehensive plan was held with Planning Commission members and City Council members in early March of this year. Unfortunately, this meeting occurred just at the very beginning of the Coronavirus pandemic. Due to the subsequent stay at home orders issued by the Governor and the Board of County Commissioners, and the City closing its facilities and hosting no in-person meetings, no further activity has occurred with the plan update since that time.

Staff is recommending the Council approve a restart of the update process. Confluence has spent time over the last few months reviewing the City's previous comprehensive plans and various master plans and studies that have been completed in the past. Confluence has also been using a new, interactive, civic engagement tool with other clients that they believe will be beneficial for Mission's plan update process going forward. This tool becomes a part of the website that is being created for the project and allows for steering committee members, and members of the public when appropriate, to make suggestions, comment on other suggestions, and rate suggestions. There are survey tools available, and the ability to "pin" comments to a map of the City and for others to comment on those "pins." It takes the work that was originally planned to be conducted through in-person meetings and transitions it to a virtual environment.

Staff would like to review this tool with the Council and to review the proposed timeline

Related Statute/City Ordinance:	K.S.A. 12-747
Line Item Code/Description:	Assigned in Fund Balance
Available Budget:	\$130,000 (Confluence) + \$16,500 (DirectionFinder)

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	July 1, 2020
Administration	From:	Brain Scott

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

for re-initiating the comp plan update. In addition to restarting the work with Confluence, the update process will also include the distribution of the DirectionFinder Survey tool. Staff will also review the Steering Committee members that have been identified to assist in facilitating the process.

CFAA CONSIDERATIONS/IMPACTS: The update of the City’s comprehensive land use plan is a valuable opportunity to revisit the pillars of the Community for All Ages initiative and ensure that those pillars become embedded in a comprehensive plan for the City ensuring that the future of the City is one that is built on the vision of a “community for all ages.”

Related Statute/City Ordinance:	K.S.A. 12-747
Line Item Code/Description:	Assigned in Fund Balance
Available Budget:	\$130,000 (Confluence) + \$16,500 (DirectionFinder)

Debbie Kring (City Councilmember, Ward III)

Councilmember Debbie Kring has served on the Mission City Council since June 1999. Most recently (February 2018), she has been nominated by the National League of Cities to serve on the Federal Advisory Council for the U.S. Environmental Protection Agency. Councilmember Kring has a Bachelor of Science degree in Management (with a minor in Science) from Baker University, and attended high school at Shawnee Mission South. She retired from the U.S. Environmental Protection Agency (EPA) in 2014 after 30 years, most recently within the Office of Public Affairs, serving as a Community Involvement Coordinator and Local Elected Officials Liaison.

Sollie Flora (City Councilmember, Ward IV)

Councilmember Sollie Flora was elected in November 2017. Prior to serving on the Council, she represented Ward IV on the City's Sustainability Commission, served on the Dog Park Task Force, and completed the Mission Police Department's Citizens Police Academy. Councilmember Flora graduated with a B.A. in Sociology (with honors) in 2007 from Grinnell College and received her J.D. from the University of Michigan Law School (cum laude) in 2010. Councilmember Flora currently works as an in-house attorney for an international company.

Pete Christiansen (Planning Commission)

Pete is a member of the City of Mission Planning Commission and a project manager with a local consultant engineering firm, PKMR Engineers. At PKMR Pete manages projects in Education K-12, Higher Education, retail, and Fire/Public Safety. Pete graduated from Iowa State University with a B.S. in Construction Engineering with a Mechanical Emphasis and Minor in Energy Systems.

Stuart Braden (Planning Commission)

Stuart has been a member of the City's Planning Commission since 2004. Stuart received his Bachelor of Science in Architectural Engineering from Kansas State University. He has worked at Cassell & Associates since 1985 where he has been involved with numerous projects including the World War I Museum at Liberty Hall, the Bloch Addition to the Nelson-Atkins Museum of Art, and the Kansas City Performing Arts Center. Stuart, and his wife Ann, have been long-time residents of Mission and have raised their two children here.

Robin Dukelow (Planning Commission)

Robin has been a member of the City's Planning Commission for nearly twenty years. When not busy with Planning Commission duties and numerous other volunteer activities she works as a sustainability consultant for Henderson Engineering guiding clients and design professionals to develop and implement project specific sustainable design strategies. She facilitates and integrates the LEED or WELL Certification Process from site selection & schematic design

through construction close-out and certification. Robin has been with Henderson since 2013. Prior to that she held similar positions with BNIM Architects and Frewen Architects. Robin has a Bachelor of Architecture from the University of Kansas.

Josh Thede (Sustainability Commission)

Josh has lived in Mission since 2017 and is an active member of the Sustainability Commission. By day Josh is an Acoustical Consultant at Henderson Engineers collaborating with architects and contractors and writing recommendations reports to mitigate noise and improve acoustics in many different building types. In addition to the Sustainability Commission Josh spends volunteer time with several community organizations including Drawdown of the Heartland, Lutheran's Restoring Creation, and U.S. Green Building Council. Josh is a LEED Accredited Professional (LEED AP BD+C) through the U.S. Green Building Council, and a WELL Accredited Professional (WELL AP) through the International WELL Building Institute.

Cathy Boyer-Sheshol (Sustainability Commission/CFAA)

Cathy is a member of Mission's Sustainability Commission. She currently works full-time as the Project Manager for KC Communities for All Ages (KCC), an initiative of the Mid-America Regional Council designed to help prepare the Kansas City region for the anticipated dramatic increase of older adults over the next several decades. She earned her Master's in Public Administration from University of Missouri-Kansas City. She is a member of American Society on Aging's Committee on Network on Environments, Services and Technology (NEST).

Jacque Gameson (Parks, Recreation and Tree Commission)

As a 45 year resident of Mission (formerly Countryside) I know our local community, its residents and businesses owners well. When I retired from 35 years in commercial banking, sales, lending and compliance, my focus turned to being a hands on volunteer on the Foundation Board of the Shawnee Indian Mission, Bridging the Gap/Heartland Tree Alliance, 18 years on the Mission Tree Board, which is now the Mission Parks, Recreation and Tree Commission and numerous other City events, projects and committees. Prior to The City of Countryside being acquired by Mission, I served 23 years on the Countryside Homes Association Board, with an 18 year term as the Association Treasurer. Putting my time, energy and resources into Mission's viable future has high priority in my life goals.

Robynn Haydock (Multi-family Properties/Not-for-Profit)

Robynn is a Certified Apartment Manager and a lifetime, certified faculty member of the National Apartment Association. She is the owner of High Road Education and Consulting and shares her 30 years of experience in real estate and property management with other professionals across the country. She specializes in leading seminars on Fair Housing and promotion of integrity and best practices in property management. She is currently the Board President of

The Mission Project, which provides invaluable services to adults with disabilities living exclusively in the city of Mission. She is a rental property owner in Mission, Kansas, as well.

Kevin Fullerton (Downtown business owner/Resident)

Kevin is an award-winning graphic designer and creative director. He opened Mission-based Springboard Creative in 2006 in order to help small businesses, organizations and cities elevate their branding and communications. He founded and served as president of the Mission Business Partnership, helped launch the Mission Market and the Mission Sunflower Festival, and donated six years of pro bono design and creative services to the city. He and his wife are 22-year Mission residents.

Steve Corwine (Downtown property owner)

Steve has been involved in retail development since the late 1990's, and has developed such projects as the Raymore Galleria anchored by a Lowe's and a Sam's Club in Raymore, MO; a Home Depot and Applebee's project in Osage Beach, MO; the Walmart Supercenter in Leavenworth, KS; and a Walgreen's along with several restaurants in Belton, MO. Steve is the owner of a commercial building at 6130 Johnson Drive (the former Yoga Fitness Center).

INTRODUCTION: We are beginning the process to update the City of Mission’s Comprehensive Plan to guide the future of our community. The Comprehensive Plan covers community topics such as demographics and economic trends, housing, future land use planning and redevelopment, parks and open space, and transportation. The City has hired a consultant team to assist City Staff in managing the process and to provide technical expertise and draft all plan text, exhibits, and maps.

ROLE: The process to update our plan will be guided by a Steering Committee of identified community stakeholders and leaders. This Committee’s role is to serve as an advisor to City Staff and the consultant team by providing initial feedback on the plan’s direction and priorities, identify areas of concern and opportunities, evaluate and consider public input, review the various drafts of the plan components, and to deliver final recommendations for consideration by the Planning Commission and City Council as part of their review and adoption of the Comprehensive Plan Update. The Committee further serves the important role as a community ambassador for the plan update - promoting awareness of public input events, encouraging participation, and ultimately, advocating for the plan’s goals and priorities.

SCHEDULE: The Steering Committee is anticipated to meet approximately 6 times over the next 12 months. Most of these meetings will be in the evening and will last approximately 2 hours. The consultant team will generally conduct the meetings, make presentations, and provide handouts. The meetings will be interactive with feedback requested from all committee members. The committee members may be asked to review materials and plan drafts prior to the meeting.

PROJECT SCOPE: Below is an outline of our project scope organized into four phases. A more detailed project schedule will be shared at the Kick-Off Meeting.

PHASE 1 | PROJECT KICK-OFF, RESEARCH + ANALYSIS (approximately 3 months)

This phase includes a kick-off meeting with the Comprehensive Plan Steering Committee (CPSC), creation of the project website, initial review and assessment of the community and existing plans. The following are the specific steps in this phase.

- 1.1 Joint Workshop with the Planning Commission and City Council (Joint Workshop #1)
- 1.2 Project Kick-Off Meeting with Steering Committee (CPSC Meeting #1)
- 1.3 Communication Plan and Project Brand
- 1.4 Project Website
- 1.5 Preliminary Analysis Review Meeting with Steering Committee (CPSC Meeting #2)
 - Review of Existing Plans
 - Population, Housing, Commercial Analysis + Emerging Trends
 - Transportation Network Analysis
 - Technology Infrastructure Analysis
 - Existing Land Use Classifications + Zoning Analysis

PHASE 2 | VISION, INPUT + DIRECTION (approximately 3 months)

This phase involves seeking input from the community and various stakeholders in order to identify key issues and opportunities and develop a vision for the Mission's future.

- 2.1 Community Survey (ETC)
- 2.2 Public Kick-Off Workshop (Public Meeting #1)
- 2.3 Key Stakeholder Interviews (1-day)
- 2.4 Youth Workshop or Box City Event
- 2.5 Special Event Booths (2 events)
- 2.6 In-Process Public Workshop (Public Meeting #2)
- 2.7 Joint Workshop with the Planning Commission and City Council (Joint Workshop #2)

PHASE 3 | DRAFT PLAN + EVALUATION (approximately 4 months)

In this phase a draft of the plan will be developed and reviewed.

- 3.1 Draft Plan - The Comprehensive Plan will include the following elements:
 1. Vision and Goals
 2. Community Assessment and Analysis Summary
 3. Future Land Use
 4. Housing
 5. Transportation
 6. Technology Infrastructure
 7. Parks and Recreation, Green Space and Environmental
 8. Implementation Plan, Goals + Objectives, and Policies
 9. Appendix information (supporting data and analysis)
- 3.2 Draft Plan Presentation Review Sessions with Steering Committee (CPSC Meetings #3 and #5)
- 3.3 Draft Plan Public Presentation Open House (Public Meeting #3)
- 3.4 Draft Plan Presentation Joint Workshop with the Planning Commission and City Council (Joint Workshop #2)

PHASE 4 | FINAL DRAFT PLAN + ADOPTION (approximately 2 months)

This final phase involves finalizing the plan and shepherding it through the public hearing review and approval process with the Planning Commission and City Council.

- 4.1 Final Draft Plan
- 4.2 Final Draft Plan Review with Steering Committee (CPSC Meeting #6)
- 4.3 Planning and Zoning Commission Public Hearing (Public Meeting #3)
- 4.4 City Council Public Hearing (Public Meeting #4)

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	July 1, 2020
PARKS & RECREATION	From:	Penn Almoney

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

RE: Repairs to Various Playground Structures in Mission Parks

RECOMMENDATION: Approve a contract with Miracle Custom Play Systems for playground part replacement and repair in an amount not to exceed \$37,629.00 and a contract with American Midwest Contractors for playground part installation in an amount not to exceed \$16,935.45.

DETAILS: The playgrounds at Andersen, Broadmoor, Mohawk and Waterworks Parks were installed in 1996 and 2001 and have received no significant re-investment or upgrades throughout the last 20+ years. Playgrounds can generally be expected to have an anticipated useful life of 20 years depending on various elements. Continued impact, use and temperature changes along with UV rays deteriorate the structure components and play features over time.

Playgrounds are an amenity that visually establishes a perception of the park and impacts children and families use. Parks and playgrounds provide social benefits by connecting people and neighborhoods. In addition, they serve as a physical and emotional release that builds strength and restores resiliency. Parents and guardians depend on safe and inviting playgrounds which allow their children the opportunity to explore without highly interactive supervision.

The American Society for Testing and Materials (ASTM) has established standards to minimize the risk of injury or loss of life. The Consumer Product Safety Commission (CPSC) has established guidelines for creating safer playground environments. Hazards are prioritized with guidance that High risk elements (Priority 1 hazards) should be corrected immediately whereas medium risk elements (Priority 2 hazards) should be corrected as soon as possible per ASTM F1487 standards.

Staff used these standards and guidelines during a recent annual inspection at each park. During that safety and risk assessment of the City's playgrounds, several medium to high risk elements were discovered on the playground decks, steps and hardware attachment points at the each of the four playground structures. At each playground there are various features with attachment points which can be changed over time. Mission staff has replaced some of those detachable elements through the years; however, the major structural elements of steps, decks and hardware also need replacement.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$100,000.00

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	July 1, 2020
PARKS & RECREATION	From:	Penn Almoney

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

Mission is liable to ensure that playgrounds are as safe and secure as manufacturer designed intentions. Given that there are budget constraints in the COVID-19 environment, but still a need to maintain levels of safety compliance, staff discussed the situation with commission members during the June Parks, Recreation and Tree Commission (PRT) meeting.

PRT Commission members and staff discussed the implications of postponing safety improvements as well as the costs associated with playground repairs at each park. PRT Commission members and staff recommend resolving all risk elements immediately to show citizens that safety and proper operation of equipment is a priority for Mission. Capital improvement project funds (CIP) of \$100,000.00 were budgeted for outdoor park improvements in 2020.

Recognizing the potential for current budget limitations, PRT Commission members also prioritized improvements if the Council was not comfortable authorizing funding for all improvements :

1. High Risk [Andersen Park; Entanglement/impalement/crush; \$8,752 + \$3,938.40 install]
2. Medium Risk [Waterworks; Crush/shear/impalement; \$8,483 + \$3,817.35 install]
3. Medium Risk [Mohawk; Crush/impalement/fall/cut; \$15,586 + \$7,013.70 install]
4. Medium Risk [Broadmoor; Crush/shear/fall; \$4,808 + \$2,166 install]

The anticipated timeline for equipment order and repair is 4 weeks. The seriously damaged attachments at Mohawk Park have been closed using plywood and caution tape and fencing while staff awaits final direction on which course of action to take.

Miracle Custom Play Systems is a sole source vendor for this playground equipment and American Midwest Contractors is their bonded installer who guarantees compliance with manufacturer designs and specifications. The scope of installation is beyond the expertise of internal staff as there are certain attachments and play features that require manipulation of plastic using heat which could easily damage the integrity. For that reason, each manufacturer has a preferred installer who has been through rigorous training to ensure compliance with safety and design standards.

Staff is recommending approval of a contract with Miracle Custom Play Systems for playground part replacement and repair in an amount not to exceed \$37,629.00 and a contract with American Midwest Contractors for playground part installation in an

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$100,000.00

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	July 1, 2020
PARKS & RECREATION	From:	Penn Almoney

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

amount not to exceed \$16,935.45 for repairs to all four playground structures.

Originally, playground investments and upgrades were slated to occur annually progressing from one park to the next until each park playground was updated. While longer term replacement/refresh is still the goal, these recommended repairs will immediately address safety concerns at each location, and allows more time for the replacement process.

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

MOHAWK PARK: cracked slide, depressed and rusted decks, attachment failures



BROADMOOR PARK: loose collars, deck deterioration and rust, missing hardware



Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$100,000.00

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	July 1, 2020
PARKS & RECREATION	From:	Penn Almoney

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

ANDERSEN PARK: step surfacing and rust, deck deterioration, cracked welds



WATERWORKS PARK: Cracked slide, damaged attachments, worn bushings



Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$100,000.00



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0022202028
CUSTOMER: 6620A04

Prepared For:

Brent Morton
CITY OF MISSION
4775 LAMAR AVE
MISSION, KS 66202
(913) 676-8380 (phone)
bmorton@missionks.org

Project Name & Location:

Attn: Anderson Park PVC
replacement
6000 W 61st St, Shawnee
Mission, KS 66202

Prepared by:

Custom Play Systems

5901 NE Diamond Circle
Lees Summit, MO 64064
(816) 350-0080 (phone)
(816) 350-0080 (fax)
miraclerecreation@yahoo.com

Ship To Address:

Brent Morton
CITY OF MISSION
4775 LAMAR AVE
MISSION, KS 66202
(913) 676-8330 (phone)
bmorton@missionks.org

End User:

Brent Morton
CITY OF MISSION
4775 LAMAR AVE
MISSION, KS 66202
(913) 676-8380 (phone)
bmorton@missionks.org

Quote Number: R0022202028
Quote Date: 5/27/2020
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: KidsChoice
Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
104052	BOLT 3/8-16 X 5/8 BHCS 6 LOBE 18-8 SS	2	0.00	1.00	2.00
104262	BOLT 3/8-16 X 2 1/4 BHCS 6 LOBE 18-8 SS	6	0.00	3.00	18.00
104930	BOLT 3/8-16 X 1 1/8 BHCS 6 LOBE 18-8 SS	25	0.10	2.00	50.00
104930	BOLT 3/8-16 X 1 1/8 BHCS 6 LOBE 18-8 SS	12	0.10	2.00	24.00
104947	BOLT 3/8-16 X 1 1/2 BHCS 6 LOBE 18-8 SS	12	0.05	2.00	24.00
110030	NUT 3/8-16 HEX NYLOK 18-8 SS	50	0.00	1.00	50.00
110030	NUT 3/8-16 HEX NYLOK 18-8 SS	14	0.00	1.00	14.00
112596	PLASTIC SOLID STEERING WHEEL	1	2.00	24.00	24.00
117005	WASHER 3/8 X 1 O.D. FLAT 18-8 SS	50	0.02	1.00	50.00
117005	WASHER 3/8 X 1 O.D. FLAT 18-8 SS	28	0.02	1.00	28.00
117071	WASHER 3/8 (7/16 ID X 1 7/16 OD) X 3/16	24	0.00	1.00	24.00
713453	PARTS CARTON 714900	1	8.00	24.00	24.00
980177bk	COVER FOR SPRING RIDER HANDLE	4	0.16	7.00	28.00
984351BL	DECK, KC SQUARE FPS Blu	2	104.00	768.00	1,536.00
984353BL	DECK KC 1/2 HEX FPS BL	2	148.00	1,243.00	2,486.00
984356BL	DECK,CS OCT EDGE FPS BL	2	115.75	1,100.00	2,200.00
985166BL	STAIR, 42" STD ACCESS ASSY,	1	164.00	1,734.00	1,734.00

987280BL HONEYCOMB BRACKET ASSY, PVC COATED Blu 1 10.00 100.00 100.00

Totals:

Equipment Weight: 926.02 lbs
Equipment List: \$8,416.00
Discount Amount: -\$0.00
Equipment Price: \$8,416.00
Freight: \$336.00 Code: 1
Installation: \$0.00
Products by Other: \$0.00
SubTotal: \$8,752.00
Estimated Sales Tax*: \$0.00
Grand Total: \$8,752.00

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0022202028 **Quote Date:** 5/27/2020 **Equipment:** \$8,416.00 **Grand Total:** \$8,752.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT
By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment

5/27/2020

Page 2 of 3

QUOTE: R0022202028

or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0022202029
CUSTOMER: 6620A04

Prepared For:

Brent Morton
CITY OF MISSION
4775 LAMAR AVE
MISSION, KS 66202
(913) 676-8380 (phone)
bmorton@missionks.org

Project Name & Location:

Attn: Broadmore Park PVC
replacement
5701 Broadmoor St, Mission,
KS 66202

Prepared by:

Custom Play Systems

5901 NE Diamond Circle
Lees Summit, MO 64064
(816) 350-0080 (phone)
(816) 350-0080 (fax)
miraclerecreation@yahoo.com

Ship To Address:

Brent Morton
CITY OF MISSION
4775 LAMAR AVE
MISSION, KS 66202
(913) 676-8330 (phone)
bmorton@missionks.org

End User:

Brent Morton
CITY OF MISSION
4775 LAMAR AVE
MISSION, KS 66202
(913) 676-8380 (phone)
bmorton@missionks.org

Quote Number: R0022202029
Quote Date: 5/27/2020
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: KidsChoice
Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
104262	BOLT 3/8-16 X 2 1/4 BHCS 6 LOBE 18-8 SS	6	0.00	3.00	18.00
104930	BOLT 3/8-16 X 1 1/8 BHCS 6 LOBE 18-8 SS	35	0.10	2.00	70.00
104931	BOLT 1/2-13 X 1 5/8 BHCS 6 LOBE 18-8 SS	6	0.00	2.00	12.00
104947	BOLT 3/8-16 X 1 1/2 BHCS 6 LOBE 18-8 SS	12	0.05	2.00	24.00
110030	NUT 3/8-16 HEX NYLOK 18-8 SS	65	0.00	1.00	65.00
110060	NUT 1/2-13 HEX 18-8 SS	6	0.00	1.00	6.00
117005	WASHER 3/8 X 1 O.D. FLAT 18-8 SS	50	0.02	1.00	50.00
117007	WASHER 7/16 FLAT 18-8 SS	6	0.00	1.00	6.00
117028	WASHER 1/2 LOCK 18-8 SS	6	0.00	1.00	6.00
117071	WASHER 3/8 (7/16 ID X 1 7/16 OD) X 3/16	24	0.00	1.00	24.00
117091	WASHER 5/8 FLAT MG	12	0.00	1.00	12.00
851122	3/8" "S" HOOK F/ SLASHPROOF SEAT 7906635	4	0.25	2.00	8.00
977819BL	VERTICAL CHAIN, BALANCE CHAIN BLU	2	12.00	112.00	224.00
980177bk	COVER FOR SPRING RIDER HANDLE	6	0.16	7.00	42.00
984353BL	DECK KC 1/2 HEX FPS BL	2	148.00	1,243.00	2,486.00
987237BL	SECTION-SUSPENSION BRIDGE Blu	1	30.00	229.00	229.00
988038BL	STAIR, ATA, 24" RISE BL	1	124.80	877.00	877.00

991637BL BALANCE CHAIN ASSY-5' POST,8' CENTERS BL 2 15.00 225.00 450.00

Totals:

Equipment Weight: 511.88 lbs
Equipment List: \$4,609.00
Discount Amount: -\$0.00
Equipment Price: \$4,609.00
Freight: \$199.00 Code: 1
Installation: \$0.00
Products by Other: \$0.00
SubTotal: \$4,808.00
Estimated Sales Tax*: \$0.00
Grand Total: \$4,808.00

Notes:

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Quote Number: R0022202029 **Quote Date:** 5/27/2020 **Equipment:** \$4,609.00 **Grand Total:** \$4,808.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT
By:

Date:

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5/27/2020

Page 2 of 3

QUOTE: R0022202029

or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

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Rev E 021815



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0022202027
CUSTOMER: 6620A04

Prepared For:

Brent Morton
CITY OF MISSION
4775 LAMAR AVE
MISSION, KS 66202
(913) 676-8380 (phone)
bmorton@missionks.org

Project Name & Location:

Attn: Mohawk Park PVC
replacement
6107 W 67th St, Shawnee
Mission, KS 66204

Prepared by:

Custom Play Systems

5901 NE Diamond Circle
Lees Summit, MO 64064
(816) 350-0080 (phone)
(816) 350-0080 (fax)
miraclerecreation@yahoo.com

Ship To Address:

Brent Morton
CITY OF MISSION
4775 LAMAR AVE
MISSION, KS 66202
(913) 676-8330 (phone)
bmorton@missionks.org

End User:

Brent Morton
CITY OF MISSION
4775 LAMAR AVE
MISSION, KS 66202
(913) 676-8380 (phone)
bmorton@missionks.org

Quote Number: R0022202027
Quote Date: 5/26/2020
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: KidsChoice
Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
104930	BOLT 3/8-16 X 1 1/8 BHCS 6 LOBE 18-8 SS	50	0.10	2.00	100.00
104947	BOLT 3/8-16 X 1 1/2 BHCS 6 LOBE 18-8 SS	26	0.05	2.00	52.00
110030	NUT 3/8-16 HEX NYLOK 18-8 SS	100	0.00	1.00	100.00
117005	WASHER 3/8 X 1 O.D. FLAT 18-8 SS	100	0.02	1.00	100.00
117071	WASHER 3/8 (7/16 ID X 1 7/16 OD) X 3/16	52	0.00	1.00	52.00
984351HG	DECK, KC SQUARE FPS HUN	1	104.00	768.00	768.00
984355HG	DECK,CS OCT CENTER FPS HG	1	143.00	1,012.00	1,012.00
984356HG	DECK,CS OCT EDGE FPS HG	4	115.75	1,100.00	4,400.00
984407HG	DECK,KC 1/2 HEX 5-POST FPS HG	1	143.00	1,255.00	1,255.00
985166HG	STAIR, 42" STD ACCESS ASSY,	1	164.00	1,734.00	1,734.00
985170HG	STD ACC STR ASSY,24" DK TO DK,PF/ST, PVC	1	94.00	1,011.00	1,011.00
985243TYW	TUBE SUPPORT LEG-30" TUBE SLIDES 64"	2	0.00	51.00	102.00
985771BEI	EXIT SECTION 30" DIA TUBE W/INSERTS	2	61.00	1,077.00	2,154.00
987148HG	STAIR, 21 3/4" RISE ATA FPS HG	1	85.00	510.00	510.00
987202HG	STAIR WELDMENT, 714-889-1 FPS HG	1	145.80	1,263.00	1,263.00
987280hg	HONEYCOMB BRACKET ASSY, PVC COATED HUN	1	10.00	100.00	100.00

988310HG	DECK ASSY, KIDS' PERCH FPS HUN	1	65.00	330.00	330.00
990018	RIVET BLIND 3/16 X 15/16, ALUMINUM	24	0.00	1.00	24.00

Totals:

Equipment Weight:	1,547.10 lbs
Equipment List:	\$15,067.00
Discount Amount:	-\$0.00
Equipment Price:	\$15,067.00
Freight:	\$519.00 Code: 1
Installation:	\$0.00
Products by Other:	\$0.00
SubTotal:	\$15,586.00
Estimated Sales Tax*:	\$0.00
Grand Total:	\$15,586.00

Notes:

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Quote Number: R0022202027 **Quote Date:** 5/26/2020 **Equipment:** \$15,067.00 **Grand Total:** \$15,586.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code.

5/26/2020

QUOTE: R0022202027

Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0022202030
CUSTOMER: 6620A04

Prepared For:

Brent Morton
CITY OF MISSION
4775 LAMAR AVE
MISSION, KS 66202
(913) 676-8380 (phone)
bmorton@missionks.org

Project Name & Location:

Attn: Waterworks Park PVC
replacement
5814 W 53rd St, Shawnee
Mission, KS 66202

Prepared by:

Custom Play Systems

5901 NE Diamond Circle
Lees Summit, MO 64064
(816) 350-0080 (phone)
(816) 350-0080 (fax)
miraclerecreation@yahoo.com

Ship To Address:

Brent Morton
CITY OF MISSION
4775 LAMAR AVE
MISSION, KS 66202
(913) 676-8330 (phone)
bmorton@missionks.org

End User:

Brent Morton
CITY OF MISSION
4775 LAMAR AVE
MISSION, KS 66202
(913) 676-8380 (phone)
bmorton@missionks.org

Quote Number: R0022202030
Quote Date: 5/27/2020
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: KidsChoice
Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
104930	BOLT 3/8-16 X 1 1/8 BHCS 6 LOBE 18-8 SS	35	0.10	2.00	70.00
104947	BOLT 3/8-16 X 1 1/2 BHCS 6 LOBE 18-8 SS	12	0.05	2.00	24.00
110030	NUT 3/8-16 HEX NYLOK 18-8 SS	65	0.00	1.00	65.00
117005	WASHER 3/8 X 1 O.D. FLAT 18-8 SS	50	0.02	1.00	50.00
117071	WASHER 3/8 (7/16 ID X 1 7/16 OD) X 3/16	24	0.00	1.00	24.00
984351BL	DECK, KC SQUARE FPS Blu	1	104.00	768.00	768.00
984355BL	DECK,CS OCT CENTER FPS Blu	1	143.00	1,012.00	1,012.00
984356BL	DECK,CS OCT EDGE FPS BL	4	115.75	1,100.00	4,400.00
985166BL	STAIR, 42" STD ACCESS ASSY,	1	164.00	1,734.00	1,734.00

Totals:

Equipment Weight: 879.10 lbs

Equipment List:	\$8,147.00
Discount Amount:	-\$0.00
Equipment Price:	\$8,147.00
Freight:	\$336.00 Code: 1
Installation:	\$0.00
Products by Other:	\$0.00
SubTotal:	\$8,483.00
Estimated Sales Tax*:	\$0.00
Grand Total:	\$8,483.00

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Quote Number: R0022202030 **Quote Date:** 5/27/2020 **Equipment:** \$8,147.00 **Grand Total:** \$8,483.00

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Submitted By	Printed Name and Title	Date
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5/27/2020

QUOTE: R0022202030

MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

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Rev E 021815

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	July 1, 2020
PARKS & RECREATION	From:	Penn Almoney

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

RE: Ordinance Regulating the use of Unmanned Aircraft Systems (Drones) in the City of Mission

RECOMMENDATION: Approve the ordinance outlining expectations for UAS use within Mission’s public and private spaces.

DETAILS: Unmanned aircraft systems (UAS), commonly called drones, have a host of applications including law enforcement, land surveillance, wildlife tracking, search and rescue operations, disaster response, and recreational use. UAS have become a part of daily lives, especially among UAS hobbyists. Today, over 1.1 million recreational UAS are registered with the Federal Aviation Administration.

During the April 2020 Parks, Recreation and Tree Commission (PRT) discussion of Mohawk Park and the anticipated improvements, conversation progressed toward park guests' excitement over the refreshed and new amenities as well as the introduction of new users. New and more frequent visitors paired with UAS trends was seen as a positive with some potential negative impacts. The primary consideration of PRT members was the frequent use of videography by real estate companies via UAS combined with operator ability, intent and permissions in public/ private spaces.

The PRT Commission and staff recommended to the Community Development Committee the need to discuss the benefits and challenges of a UAS/ drone ordinance before the City is faced with the need to enforce the use of UAS. Council was supportive of the staff recommendation at the June Community Development Committee meeting, and directed staff to prepare the necessary ordinance for consideration in July.

Staff reviewed UAS content from state laws and various municipal ordinances and partnered with the Mission Police Department and the City Attorney the draft ordinance. The ordinance considerations include:

- Registration
- Privacy
- Event use and permissions
- Reckless/ careless use
- Property and permissions
- Impeding/ obstructing public safety operations/ personnel
- Severability
- Penalty

The penalty mirrors the current structure associated with other general non-aggravating

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

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	July 1, 2020
PARKS & RECREATION	From:	Penn Almoney

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

citations. An example of that would be flying the UAS carelessly near individuals or buildings but no one was harmed. The typical fine amount ranges between \$100 - \$150 including mandatory \$40 court costs. A judge has the flexibility to determine the fine amount and depending on circumstances suspending part or all of that penalty.

Staff spoke with Judge Drill about whether the general provisions were appropriate to use for various offenses. He supported the unclassified violation range due to the variation and severity of the misuse within each section and recommended that the amount not be added to the Fine Schedule.

Staff recommends adopting the proposed ordinance as written.

CFAA CONSIDERATIONS/IMPACTS: Mission engages in ongoing efforts to prioritize safety in parks and neighborhoods to maximize the positive experiences for all residents and visitors.

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

ORDINANCE NO. ____

AN ORDINANCE REVISING CHAPTER 215, OFFENSES, THE CODE OF THE CITY OF MISSION

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS AS FOLLOWS:

SECTION 1:

Section 215.112 of the Code of the City of Mission, Kansas is hereby amended as follows:

Section 215.112. Unlawful Operation of an Unmanned Aircraft System

A. For the purposes of Section 215.112, the following words and phrases shall mean:

Unmanned Aircraft System or UAS

An aircraft that meets the following requirements: (1) is operated without the possibility of direct human intervention from within or on the aircraft, and (2) weighs less than fifty-five (55) pounds at the time of operation, including the weight of any payload or fuel.

Operate

To pilot, steer, direct, fly or manage a UAS through the air. The term “operate” includes managing or initiating a computer system which pilots, steers, directs, flies, or manages a UAS.

- B. It shall be unlawful to operate a UAS in a manner that causes the UAS to trespass on public or private property, without the consent of the person or entity that controls the property. Notwithstanding the previous sentence, a UAS may be operated in a City of Mission, Kansas city-owned park if the operator complies with all other provisions of this Section, this Code of the City of Mission, and other Federal and State laws, regulations, and other legal requirements.
- C. It shall be unlawful to operate a UAS in a reckless or careless manner which endangers, causes a reasonable risk of harm, or causes actual harm to persons, property, or animals.
- D. It shall be unlawful to use a UAS to observe, view, photograph, record audio, or record video of a person in a place where such person has a reasonable expectation of privacy.
- E. It shall be unlawful to operate a UAS over or near any open-air event where there is an actual or anticipated group of one hundred (100) persons or more without possessing a Federal Aviation Administration (FAA) Part 107.39 waiver and obtaining written

permission from the organizer of such event.

F. The following persons, entities, professions, and uses are exempted from the provisions of this Section, so long as they conform with FAA requirements under 14 CFR Part 107:

1. Law Enforcement personnel and any group or person from which Law Enforcement personnel request assistance;
2. Fire Department personnel or any group or person from which Fire Department personnel request assistance;
3. City of Mission, Kansas employees or agents acting within the scope of official City of Mission, Kansas business;
4. Members of the Media, so long as they do not interfere, endanger, or compromise any Law Enforcement efforts;
5. Utility companies; and
6. Real estate marketing or inspection services.

G. Any violation of this Section shall have penalties as an unclassified violation as follows:

1. A fine not to exceed one thousand dollars (\$1,000.00); or
2. Imprisonment for not more than one hundred eighty (180) days; or
3. Both such fine and imprisonment not to exceed (1) and (2) above.

SECTION 2:

This Ordinance shall be in force and take effect from after publication according to law.

PASSED AND APPROVED by the City Council this ____ day of _____, 2020.

APPROVED by the Mayor this _____ day of _____, 2020.

Ronald E. Appletoft, Mayor

ATTEST:

Audrey M. McClanahan, City Clerk

APPROVED BY:

PAYNE & JONES, CHARTERED

David K. Martin, City Attorney
11000 King, Suite 200
PO Box 25625
Overland Park, KS 66225-5625
(913) 469-4100
(913) 469-8182

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	July 1, 2020
Community Development	From:	Brian Scott/Kaitlyn Service

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

RE: Amendment to Special Purpose Permit Granted to Sandhills Brewing for Use of a Public Sidewalk for Outdoor Dining

RECOMMENDATION: Approve the attached ordinance issuing a Special Purpose Permit to Sandhills Brewing for the use of a portion of the public sidewalk at 5610 and 5612 Johnson Drive for an outdoor dining area.

DETAILS: Sandhills Brewing is a small micro brewery located at 5612 Johnson Drive that brews small batches of beer for consumption in their tap room or for carry out in sealed cans and growlers.

On June 17, 2020, the City granted a Special Purpose Permit - Resolution 1057 - allowing Sandhills to use a portion of the public sidewalk in front of their location for an outdoor patio for the consumption of their product. Sandhills recently signed a lease to expand into the adjacent unit at 5610 Johnson Drive, which was formerly Mission Artists Workshope. They expect to take possession of the space no later than August 1, 2020. Sandhills is now requesting to amend the permit to allow the sidewalk patio to extend in front of the additional 13 feet of storefront they will soon occupy.

The Kansas Department of Revenue's Division of Alcoholic Beverage Control has a number of regulatory policies regarding the production, sale, and consumption of alcoholic beverages. Article 21 of these administrative regulations pertains to the operation of a drinking establishment, and Section 14-21-21 - Extension of Premises provides guidance for extending serving areas outside of a building (specific relevant sections are highlighted in underlined text) :

“(a) A licensee may permanently or temporarily extend its licensed premises upon written approval by the director.

(b) A licensee shall request the director's approval to extend its licensed premises in writing at least 10 days before the proposed extension.

(c) Each request shall be accompanied by a diagram of the extended premises, clearly showing the boundaries of the premises, entrances to and exits from the premises, and the area in which the service of alcoholic liquor would take place.

(d) For a temporary extension, the request shall include the dates on which and times during which the premises would be extended.

(e) If the licensee does not own or lease the area to be included in the temporarily extended premises, the request shall also include written permission from the governing body, owner, or property manager to extend the licensed

Related Statute/City Ordinance:	KSA 41-2621 / Section 515.050 of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	July 1, 2020
Community Development	From:	Brian Scott/Kaitlyn Service

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

premises into that area, unless the licensee is requesting an extension into a special event as defined by K.S.A. 41-719 and amendments thereto.

(f) No premises shall be extended permanently into an area for which the licensee does not possess a valid lease or deed.

(g) The boundary of any premises extended beyond the interior of a building shall be marked by a three-dimensional obstacle.

(h) The licensee shall maintain, on the licensed premises, a copy of the diagram showing the extended premises. The copy shall be available for inspection upon request by any law enforcement officer or any officer or agent of the director."

(i) The licensee shall maintain, on the licensed premises, a copy of the director's written approval to extend the licensed premises. The copy shall be available for inspection upon request by any law enforcement officer or any officer or agent of the director.

(j) Each licensee who elects to extend its premises into a special event, as defined by K.S.A. 41- 719 and amendments thereto, for which a temporary permit has been issued shall post a copy of the director's written approval to extend the premises at each entrance to the special event area and at each entrance to the drinking establishment.

(k) No licensee, and no owner, employee, or agent of the licensee, shall allow the serving or consumption of alcoholic liquor on extended premises that have not been approved by the director.

Thus, if Sandhills Brewing would like to provide an area for the outdoor consumption of their beer, it must be within an area that can be recognized as part of their premises and controlled by them. To accomplish this, they would need to create a clearly defined area on the public sidewalk in front of their location.

Section 515.050 of Mission's Municipal Code allows the Governing Body to grant a permit for use of a portion of a sidewalk, street, or other public property. The Governing Body may grant a permit to the applicant under such terms, conditions and restrictions as it deems are in the public interest, and any permit granted will be subject to revocation by the Governing Body in the event the property is required for public purposes or if the abutting property owners fail or neglect to use the same for the purposes for which the permit was granted. Although this code provision has been in existence for some time, it has been used infrequently, so this is something of new ground.

Of paramount concern with the use of the sidewalk is that the primary use of the

Related Statute/City Ordinance:	KSA 41-2621 / Section 515.050 of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	July 1, 2020
Community Development	From:	Brian Scott/Kaitlyn Service

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

sidewalk - as a pedestrian passageway - remains. Staff recommends that a six foot passageway be maintained at all times between the edge of the outdoor dining area and the edge of the sidewalk or any planter boxes, bicycle racks, benches or other permanent streetscape elements to ensure pedestrian movement is not impeded.

Secondly the appearance and care of the outdoor dining area is important. The expanded patio will continue the aesthetic that was established in the original patio application. The additional 13 feet of storefront space will be defined by oak barrels that are connected with a chain. Edison style lights will be strung over the outdoor dining area to provide lighting in the twilight hours.

The Special Purpose Permit was granted by resolution in June. In giving this further thought, staff recommends that the Special Purpose Permit be granted by ordinance. This will provide a better mechanism for control and is more consistent with other zoning matters. In addition, staff is now recommending that a term of five years be placed on the permit. This will provide time to evaluate the use and make adjustments if necessary when Sandhills chooses to renew. All other conditions for the use of the sidewalk as an outdoor dining area remain the same as in the original resolution.

Staff will present the application at the July 1st Community Development Committee meeting and the City Council will consider the attached Ordinance granting a Special Purpose Permit to Sandhills Brewing at the July 15th meeting. This application is particularly timely given the situation with drinking establishments re-opening in a COVID-19 environment and social distancing requirements.

CFAA CONSIDERATIONS/IMPACTS: Outdoor dining and other activities located on the public sidewalks is one of fundamental components that engages individuals in a public setting and makes downtown businesses corridors “lively.” However, pedestrian and ADA access must be ensured. The provision of a Special Purpose Permit helps to provide guidelines in regulating the use of public sidewalks so that activity can occur while also allowing for safe pedestrian passage.

Related Statute/City Ordinance:	KSA 41-2621 / Section 515.050 of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

CITY OF MISSION, KANSAS

ORDINANCE NO.

AN ORDINANCE GRANTING A SPECIAL PURPOSE PERMIT TO SANDHILLS BREWING FOR THE USE OF A PORTION OF THE PUBLIC SIDEWALK FOR OUTDOOR DINING AT 5610-5612 JOHNSON DRIVE WITHIN THE CITY OF MISSION, KANSAS.

WHEREAS, a Special Use Permit was granted to Sandhills Brewing on August 15 2018 for property located at 5612 Johnson Drive for use as a Drinking Establishment; and

WHEREAS, Sandhills Brewing has requested permission to use a portion of the public sidewalk in front of the property located at 5612 Johnson Drive for an outdoor dining area, which will include the serving of alcoholic beverages; and

WHEREAS, Kansas Liquor Laws require that an area used for the consumption of alcohol beverages be clearly demarcated by three-dimensional objects; thus an outdoor dining area on the sidewalk will entail the erection of a barricade that clearly defines the area for its intended use; and

WHEREAS, Sandhills Brewing has submitted an application to the City for a Special Purpose Permit in accordance with Section 515.060 of the City of Mission Municipal Codes for use of a portion of said sidewalk as an outdoor dining area; and

WHEREAS, The City Council adopted Resolution 1057 on June 17, 2020 granting a Special Purpose Permit to Sandhills Brewing, and

WHEREAS, Sandhills Brewing has expanded their tenant space at 5612 Johnson Drive to include the tenant space next door at 5610 Johnson Drive, and would now like to amend the Special Purpose Permit to allow for additional sidewalk space in front of the expanded tenant space, and

WHEREAS, said amended application has been reviewed by the City's Planner and Public Works Director and both have determined that granting a Special Purpose Permit for the requested will not interfere with the primary intended use of the sidewalk as a means of travel for pedestrians; and

WHEREAS, the City's Planner and Public Works Director have recommended approval of such application with certain conditions.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION KANSAS:

Section 1. Original Special Purpose Permit is Repealed – Resolution 1057 granting a Special Purpose Permit is hereby repealed and replaced with this ordinance.

Section 2. Granting of A New Special Purpose Permit - The City of Mission hereby grants a Special Purpose Permit to Sandhills Brewing for the use of a portion of the public sidewalk located at the following address:

**5610-5612 Johnson Drive
Johnson County Parcel ID#KP27500000-0081
In the City of Mission, Johnson County, Kansas**

Section 3. Use of Special Purpose Permit - The Special Purpose Permit is being granted specifically for the use as an outdoor dining area of an approximately 375 square foot area of public sidewalk immediately adjacent to the store fronts addressed as 5610 and 5612 Johnson Drive.

Section 4. Conditions for Special Purpose Permit - The Special Purpose Permit is being granted with the following conditions:

- A. The outdoor dining area shall encompass a portion of the sidewalk no greater than 375 square feet.
- B. The outdoor dining area shall be immediately adjacent to the store front and not set apart from it.
- C. A pathway(s) of at least six feet in width shall be maintained on the sidewalk at all times for the clear, unobstructed travel of pedestrians. Such pathway(s) shall be measured from the edge of the outdoor dining area to the edge of the curb of the street or to the edge of any planter box, bicycle rack, bench or other existing element of the sidewalk.
- D. The outdoor dining area shall be defined by materials, structures, or barricades as more fully described in the application which is attached as Exhibit A.
- E. Said materials, structures, or barricades shall be maintained in good order with no fading or chipping of paint, no dents or twists that are not within the original design, no splintering of wood, no fading or fraying of cloth or ropes or any such type of material. If planting materials are incorporated into the design of the outdoor dining area, then said planting materials shall be maintained in good order without disease or death.
- F. Said materials, structure, or barricades shall not be permanently affixed to the surface of the sidewalk with bolts, screws, pins, or other means. There shall be no penetration of the sidewalk surface whatsoever.
- G. Items within the outdoor dining area including tables, chairs, benches, service counters, etc. shall be maintained in good order with no fading or chipping of paint, no dents or twists that are not within the original design, no splintering of wood, and no fading or fraying of cloth. Said items shall be secured in such manner when not in use so as to prevent them from being taken or blown out of the outdoor dining area.
- H. The outdoor dining area shall be maintained in a clean and orderly manner at all times. Trash and general debris will not be allowed to collect. Spills and broken materials must be cleaned in a timely manner. The outdoor dining area will be swept and/or hosed down on a regular basis.
- I. The hours of operation for the outdoor dining area shall coincide with the hours of operation for Sandhills Brewing.

Section 5. Special Purpose Permit Indemnification. Sandhills Brewing shall secure and maintain, throughout the duration of this Special Purpose Permit, comprehensive general liability insurance in such amounts as acceptable to the City, and name the City as an additional insured thereunder. Sandhills Brewing shall direct its insurer to provide written notice to the City at least thirty (30) days prior to material modification or cancellation of the policy and shall provide certificates of insurance and renewals thereof

on forms acceptable to the City. Furthermore, Sandhills Brewing shall indemnify, defend, and hold harmless the City from any and all damages, claims, or losses, including attorney's fees, arising out of the use of the sidewalk space permitted hereby, including claims arising from the acts or omissions of the property owner, its , employees, patrons, guests, and other individuals utilizing the sidewalk space occupied by Sandhills Brewing.

Section 6. Term of Special Purpose Permit - The granting of this Special Purpose Permit shall be effective immediately and shall remain in effect for a period of five (5) years. If Sandhills Brewing ceases to be in operation before the term expires, then this Special Purpose Permit shall become null and void, and the outdoor dining area must be removed and the sidewalk restored to its original condition.

Section 7. Revocation of Special Purpose Permit - The City reserves the right to revoke this Special Purpose Permit at any time (i) due to either a failure on the part of Sandhills Brewing to comply with the conditions hereof; (ii) if the Governing Body determines that the sidewalk is required for pedestrian use or other purpose; or (iii) the use permitted herein creates a public safety risk.

Passed by the City Council this 15th day of July 2020.

Approved by the Mayor this 15th day or July 2020.

Ronald E. Appletoft, Mayor

ATTEST:

Audrey M. McClanahan, City Clerk

**APPLICATION FOR SPECIAL PURPOSE PERMIT
USE OF PUBLIC PROPERTY**

Permit No. : _____

Mission Municipal Code prohibits the obstruction of or encroachment on to public sidewalks, streets, alleys, easements on private property for public use, or other public property like parks for any private purpose without first receiving special permission from the City. Please complete all of the information below. Attach any additional items like photos, maps, or drawings which may aid in the review of your proposal.

Proposed Location/Address: 5612 JOHNSON DR MISSION KS 66202

Applicant's Name: JOSEPH CEZEK Business License # 18-257B

Applicant's Address: 9551 MOHAWK DR OVERLAND PARK KS 66206

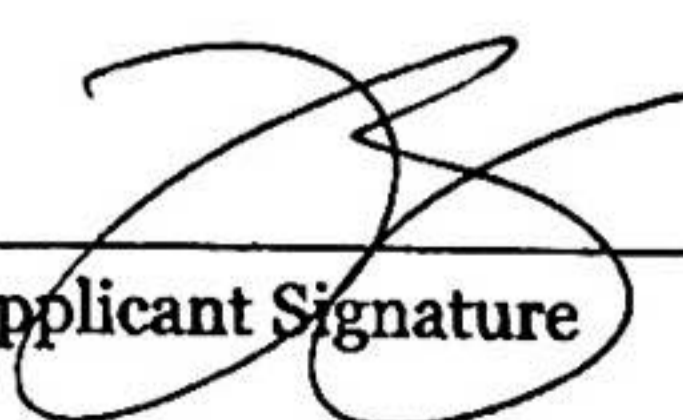
Applicant's Phone No: 816-520-8949 Email: JOB@SANOFFUSBLEVING.COM

Description of the Proposed Use including duration, size, items, activity, etc:

ADDITION OF A PATIO FOR OUR PATRONS ROUGHLY 375 SQ FT
INCLUDE BAA SEATING AND TABLES

All of the information provided above for review by the City is true and correct to the best of my knowledge. I have read and understand the provisions of this permit process. I understand that if at any time it is found that these provisions of have not been met, this permit may be revoked.

By submitting this application, I hereby agree to at all times save and hold harmless the City of Mission, Kansas from all liability, costs, damages, and expenses of any kind, for the payment of which the City may become liable to any person, firm or corporation by reason of any claim or damages arising from the failure of the licensee, its employees, agents, servants, invitees, and patrons to exercise due care and diligence in the use of the sidewalk.


Applicant Signature

6/24/2020
Date

Reviewer Signature

Date

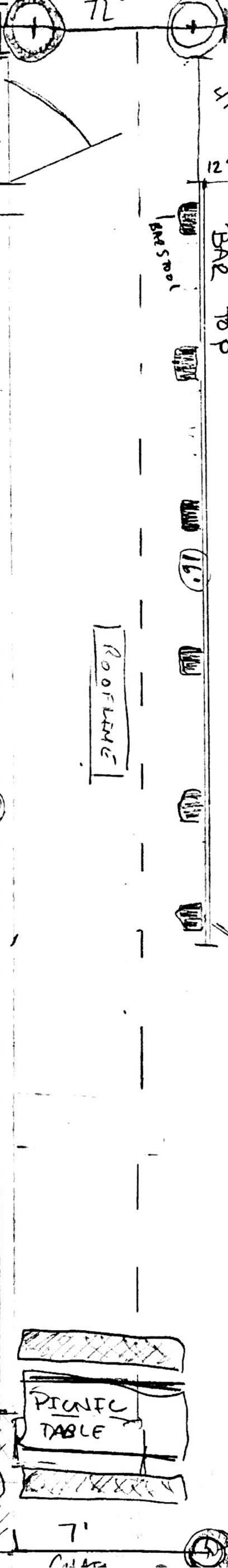
Please send the completed application to Kaitlyn Service at the address above or

SAND HILLS

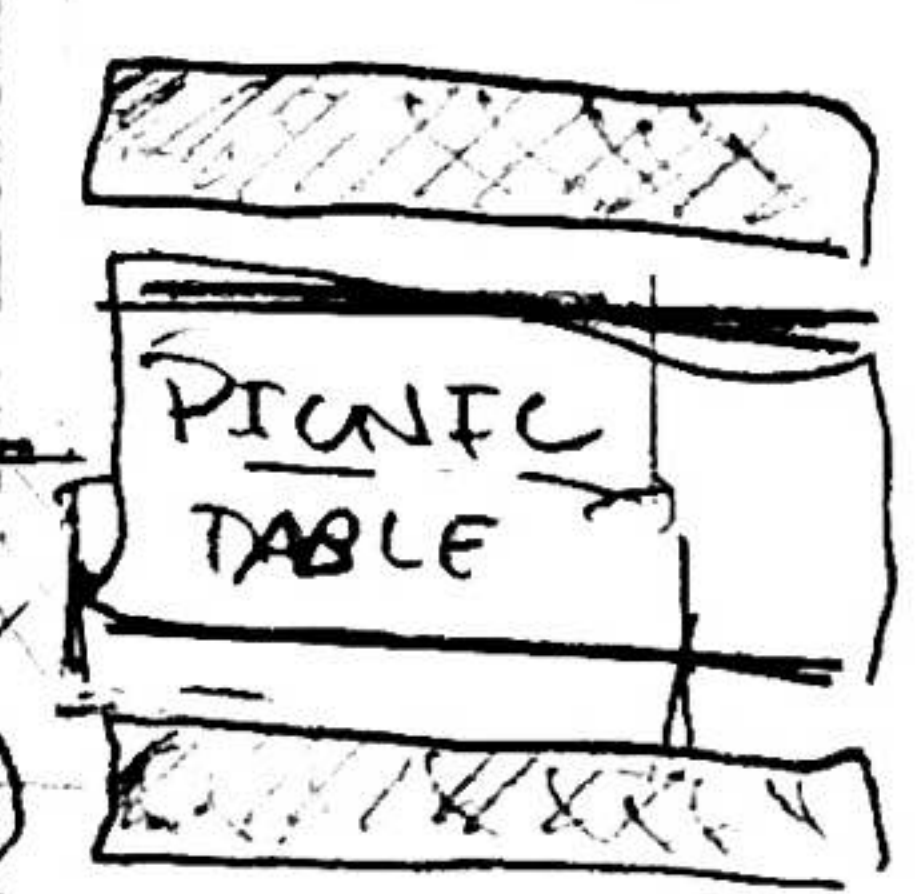
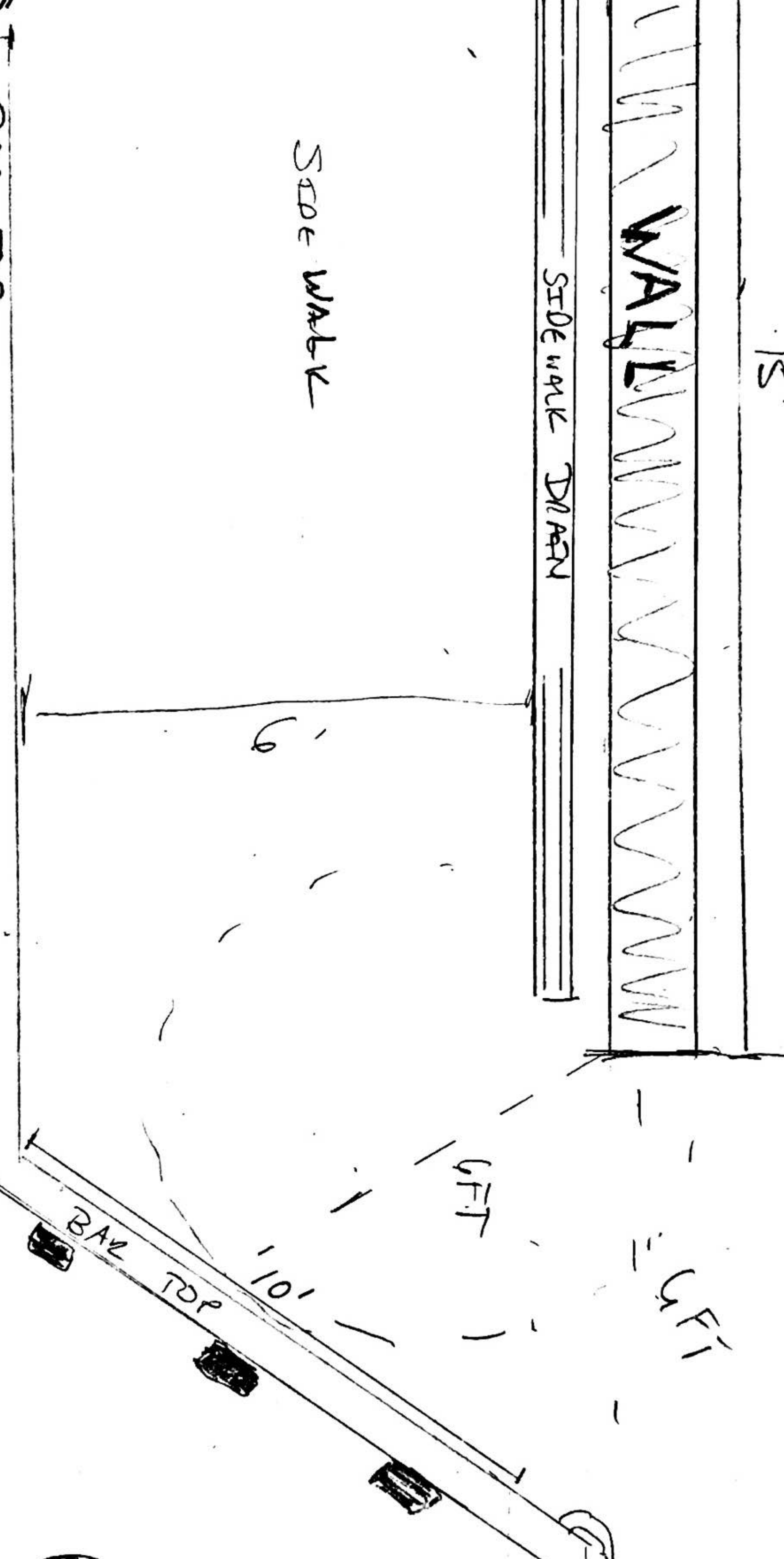
30'

ALLEY

7'



4 INCH
CEL
FAST &
ALI



15'

WALL

SIDE WALK DRAIN

SIDE WALK

BAR TOP

BARSTOOL

ROOF LINE

BAR TOP 10'

9 FT

9 FT

CAMP

9 FT

CAMP

11 FT CAMP

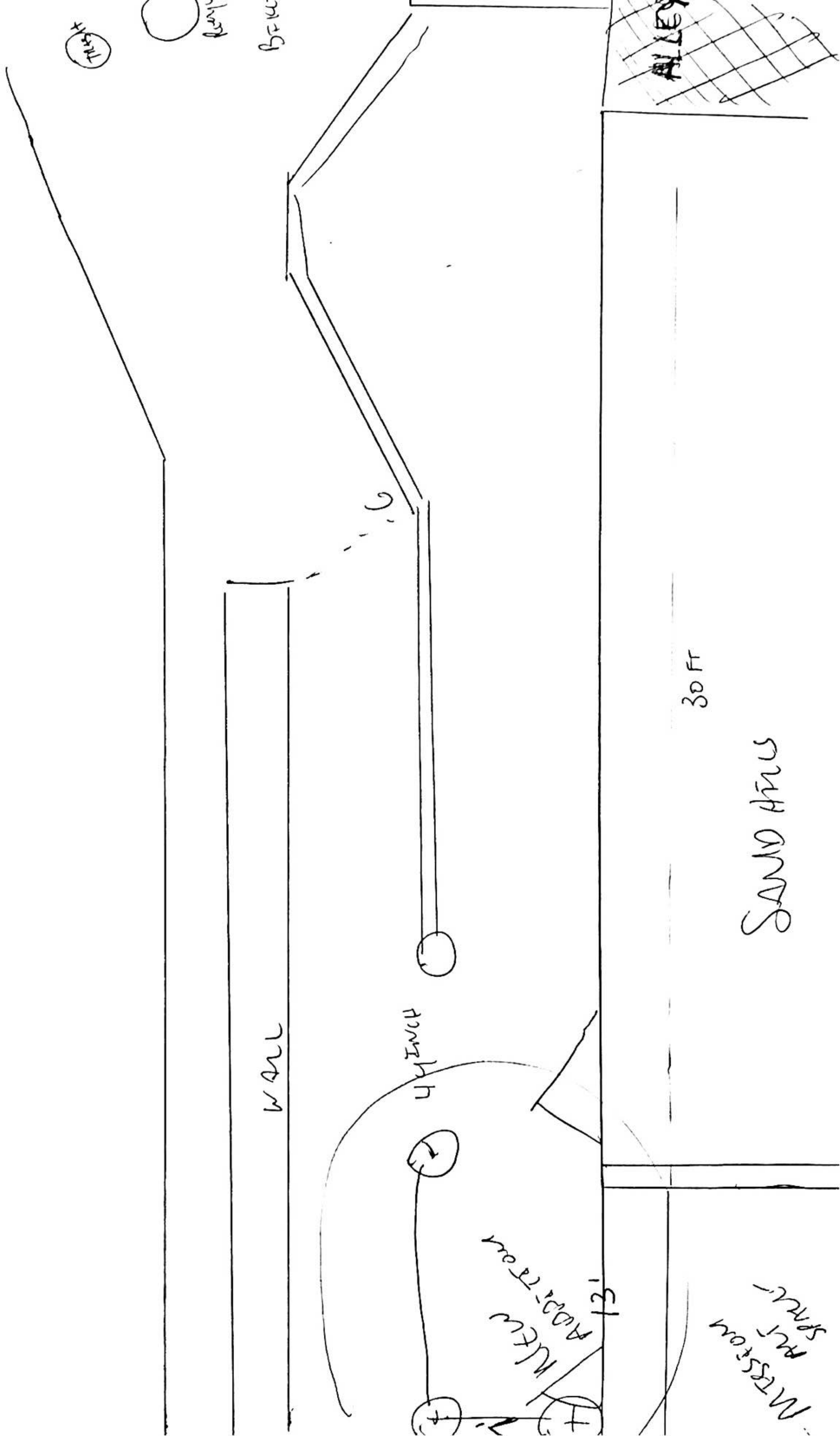
11 FT

6 FT

6 FT

6 FT

FLOR BOD



TRUST

PROPERTY

BEW

ALLEY

WALL

30 FT

SAND APRUS

44 INCH

WATER
ADDITION

131

MTRSTOM
PROPERTY

Patio Plans

Joe Cizek <joe@sandhillsbrewing.com>

Wed, May 27, 2020 at 7:14 PM

To: Kaitlyn Service <kservice@missionks.org>

Cc: Jonathan Williamson <jonathan@sandhillsbrewing.com>, Brian Scott <bscott@missionks.org>

Hi everyone!

I have attached our application and a drawing at the far bottom of the page, with the other information that has been requested in the body of this email. I am sure there are going to be questions.

First, we are working with several contractors on bids to make the alley way usable as a patio. We feel as of now it is not currently ready for a whole host of reasons, so please understand that in the updated drawings and sketches we will not be using the alleyway until updates can be made. Until this time it will be blocked off with a movable barrier and "no alcohol past this point" signs.

It was hard to show exact angles for the desired patio but the barrier will remain no closer than 6 feet to the nearest obstruction.

For the Construction of our patio we wish to carry the look and feel of the interior onto the sidewalk, to achieve this we will use many of the same style inside as the out. We also will look to incorporate some planters with flowers for color and texture

The barrier will be partially made up of chains and wine barrels these accommodate both the height for the measured chain and the barrels are already at 36 inches to the top.

We also would like to include an area on the patio that the barrier would consist of a 12 inch wide bar where customers could sit and face the street. This will be built of hardwoods and pipes (please see examples below), We will also include ADA compatible seating.

We will have a small amount of additional lighting to ensure safety for our guests and will accomplish this with string lights similar to inside our brewery. As for umbrellas only the small amount of tables will have those if possible and we will stay with a neutral though natural color like a beige or something similar.

Thank you for your time and consideration, any questions please call me on my cell
816-520-8949





above is couple shots of the modest patio at our sister brewery in Hutchinson KS. Using the chain to barrel idea for a barrier.



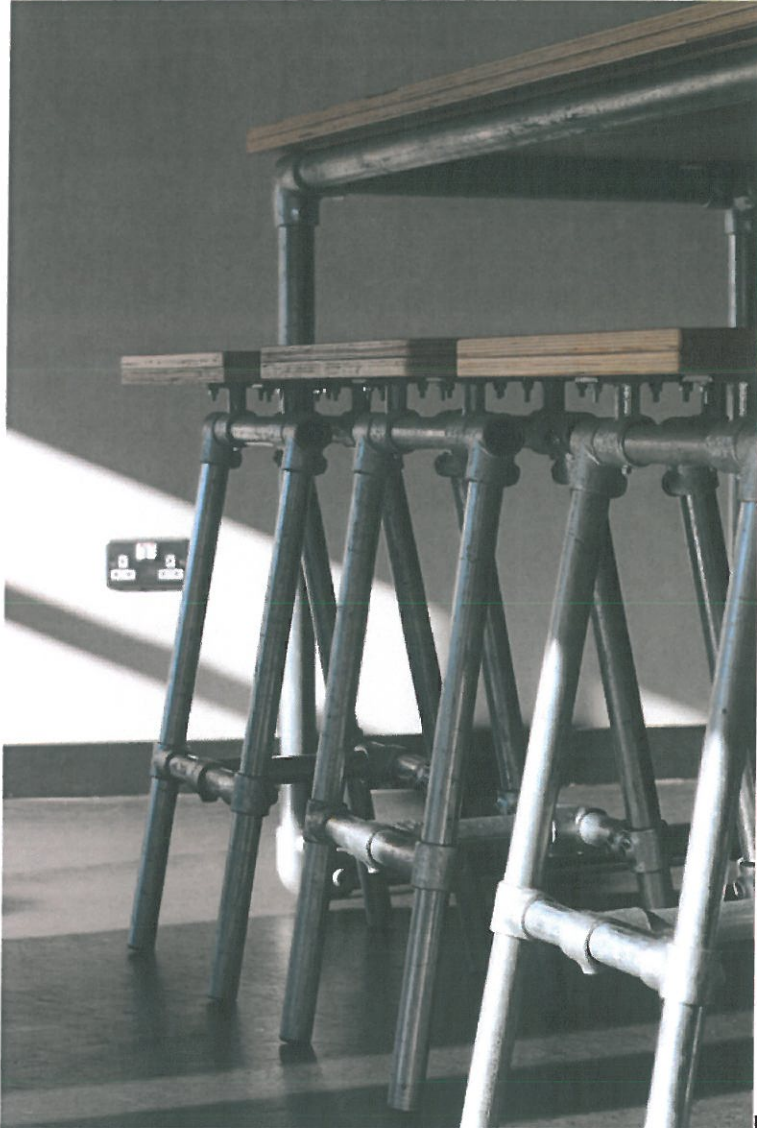
Planters for boundaries



to show a bar facing the street. Large enough for a laptop or a small meal



lighting for mood and safety



sturdy

using galvanized pipe is weather resistant durable and



couple ideas for construction of lets

[Quoted text hidden]

2 attachments

 **missionpatioapp.pdf**
445K

 **Missionpatio.pdf**
308K

Clear Walking Path

6-foot clear path – A minimum clear path of six (6) feet will be maintained between the outer limit of the Sandhills patio and any object found on the surrounding sidewalk, including seat walls, waste bins, bicycle racks, planters, and curbstones. The clear path will be free of obstructions. Sidewalk grates, which are flush to grade, will not be considered an obstruction to the 6-foot clear path requirement.

Larger clear path – Where the unobstructed sidewalk is wider than twelve (12) feet, the amount of clear path will be a minimum of 50% of the distance from the building to the nearest obstruction.

Barrier Measurements

Wooden Bar/ Fence

- Height: Barrier will be 30- 45 inches in height
- Maximum Distance from Ground: The lowest point in the barrier will be no more than 27 inches in height. This is to ensure that pedestrians with visual impairments who use canes will note the barrier.

Oak Barrel/ Chain

- Chain Diameter: The chain will have a minimum diameter of 1 inch in order to maintain detectability by individuals with visual impairments.
- Maximum Distance from Ground: All barriers must be detectable to individuals with visual impairments who employ a cane for guidance. Therefore the rope/ chain will be no greater than 27 inches above the sidewalk surface when measured 12 inches or more away from an oak barrel.
- Height: Oak barrels will measure ~ 36 inches in height.

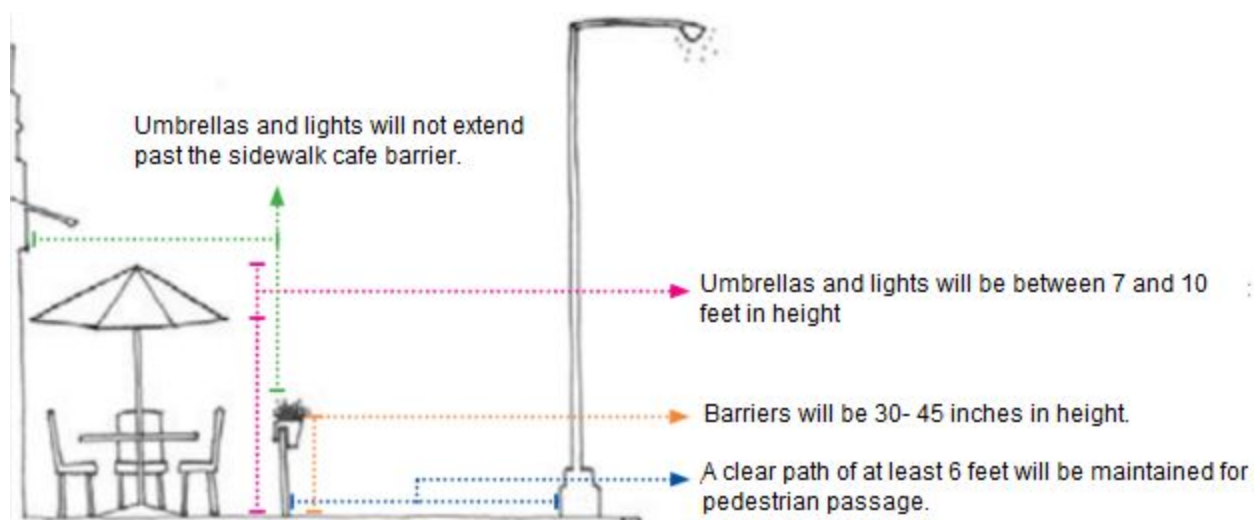
Entrance

Access opening to the patio area will measure 44 inches in width.

Overhead String Lights and Umbrella

No items will extend over the edges of the designated patio area.

Overhead elements, such as an extended umbrella or string lighting, will be at least 7 feet above the sidewalk surface. Elements will be no taller than 10 feet in height.



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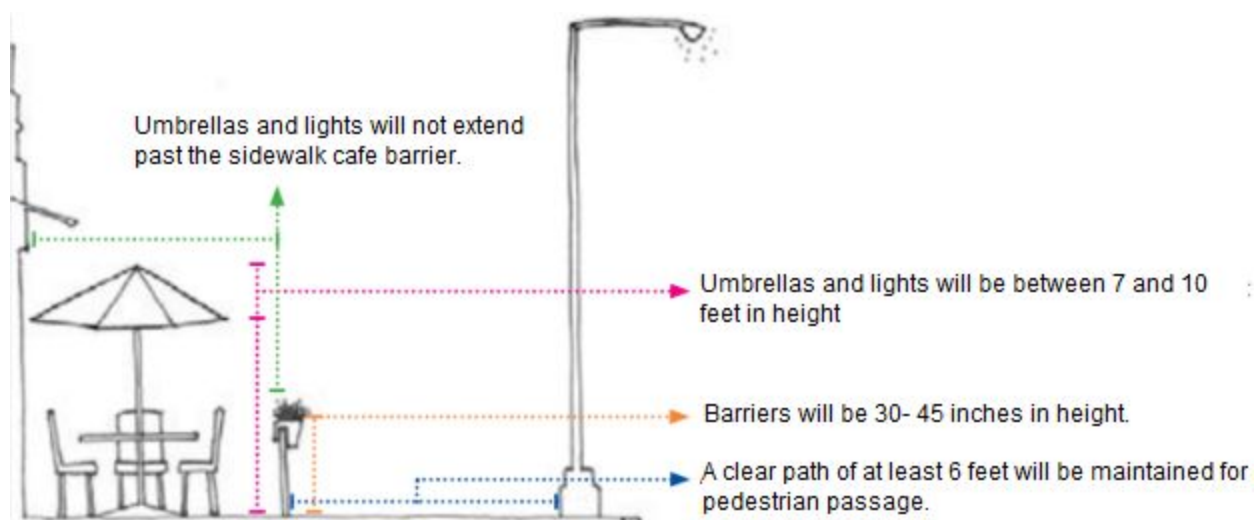
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City of Mission	Item Number:	8.
DISCUSSION ITEM SUMMARY	Date:	July 1, 2020
PUBLIC WORKS	From:	Celia Duran

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

RE: Summit Condominiums - Private Street Acceptance

DETAILS: The Summit Condominiums Homeowners Association (HOA) recently requested that the City of Mission consider accepting and taking over maintenance responsibilities for the private roads located within this housing complex. Following this request, staff retained one of our On-Call Engineers to evaluate the existing pavement and curb condition in order to determine maintenance costs should the City Council agree to accept the private street network as public streets.

Summit Condominiums are located at 48th/Horton (east of Lamar) and have forty-four residences within the development. A map of the area under consideration is included as page 4 of the Memorandum from Olsson.

On June 12, 2020, Olsson performed a site inspection and observed deteriorated pavement in poor condition with large areas of alligator cracking. Three pavement cores were collected at locations shown in the attached memorandum. Two of the cores show 0.2 feet or 2.4 inches of asphalt over an aggregate base of the same thickness. The third core showed 0.5 feet or 6 inches of asphalt over an aggregate base of the same thickness.

This thin asphalt pavement indicates insufficient asphalt depth and base to support vehicles and heavy trucks over time, which will result in further deterioration of the road and ongoing maintenance. As a result, a 2-inch mill and overlay is not possible since there is not enough pavement structure left after the mill to overlay asphalt and a full depth reconstruction is necessary.

If the City decides to take over the private streets, Olsson estimates a construction cost of approximately \$470,000 in today's dollars to perform a full depth reconstruction and curb replacement, including design and construction inspection. The attached memorandum shows the areas that are recommended to be public if this is the decision of the City Council. Staff would recommend that the parking spaces and curbs adjacent to the parking spaces remain private, as well as the private lights inside the entrance median. This would be consistent with the position the City took with respect to the Lincolnshire Townhome development. Additionally, we would recommend that the HOA repair the parking spaces and curb at the time the City completes the full depth reconstruction.

As the City Council discusses whether to accept these private streets as public streets

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

City of Mission	Item Number:	8.
DISCUSSION ITEM SUMMARY	Date:	July 1, 2020
PUBLIC WORKS	From:	Celia Duran

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

and take over maintenance responsibilities, there are some items to consider:

- In general, typically streets are considered public only when they are connected to other public streets and benefit the entire city (i.e., provide a street network that serves more than just the residents that live in a housing complex).
- The City currently has numerous public streets that are in immediate need of maintenance and currently has limited funding to complete this existing work (although funding sources are currently being evaluated).
- If the City were to take on these private streets, this work would be prioritized against existing needs.
- Although current Councilmembers are not bound by decisions made by previous City Councils, a number of private streets in the past have been converted to public streets. Summit Condominium streets are the only private streets left within the City except for streets and parking lots within apartment complexes.

CFAA CONSIDERATIONS/IMPACTS: N/A

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

May 15, 2020

To: The City Council of Mission, KS 66202

Dear Council:

Please consider a request by the Summit Condominiums Associations to Annex our Street on Horton St. as a public street rather than a Private Community Street.

We are a subdivision of 44 units townhomes with a recently added beautiful entry way and updated pool. We have also put on new decks with TREX decking.

In order to keep up with maintenance and beautification, we would ask for the city's help in annexing our street. Our maintenance would include snow removal at our cost as we have maintained in the past.

The Summit Condominiums Association would also address our carport area and work with the city to come to a reasonable cost factor on those.

Thank you for your consideration.

Best,

Carol Nelson

President, Summit Condominiums Association

4818 Horton St.

Mission, KS 66202

MEMO

<input type="checkbox"/>	Overnight
<input type="checkbox"/>	Regular Mail
<input type="checkbox"/>	Hand Delivery
<input checked="" type="checkbox"/>	Other: _____

TO:	Celia Duran, P.E.
FROM:	Paul Moore, P.E.
RE:	Summit Apartment Road Evaluation
DATE:	6-17-2020
PROJECT #:	018-3593
PHASE:	100
TASK:	100001

With the possibility of the city taking control of the internal road network at the Summit Apartments, Olsson was asked to evaluate the existing pavement and curbs for condition. Visually the condition is poor with large areas of alligator cracking. Olsson was tasked with determining if it is thick enough to tolerate a maintenance action such as a two-inch mill and overlay or if it requires replacement and provide a cost for whichever is prudent. In addition, Olsson determined which pavement in the complex should be classified as a “road” that the city would be interested in taking over and what area could be defined by a future road easement or right-of-way. Exhibit 1 shows in red the area of pavement classified as “road” for the purpose of this memo. The green lines represent curb and gutter that would also be included with the road network.



To evaluate the pavement structure, three pavement cores were performed. The locations of these cores are shown on Exhibit 1. The results of the coring can be found in Exhibit 2 which is multiple pages of boring logs and photos of the 3 cores. Two of the cores show 0.2 feet or 2.4 inches of asphalt over an aggregate base of the same thickness. The third core showed 0.5 feet or 6 inches of asphalt over an aggregate base of the same thickness.

With a thin asphalt pavement confirm on the road network, a normal maintenance action of a 2-inch mill and overlay is not possible. There is simply not enough pavement structure left after the mill to overlay onto. This leaves the only option for fixing the pavement to replace it with a new thicker section that would last longer and be able to tolerate a future 2-inch mill and overlay.



The road network identified in Exhibit 1 does not include the parking areas or areas under the car ports. It did not seem like these qualified as normal areas a city would ever have to maintain and should remain the responsibility of the owner. It would be prudent for the property owner to replace these paved areas as well at the same time as the main roads through the complex. The connection road from Lamar Ave. to the apartment parking areas pictured on this page has a raised median with light pedestals installed in it. For the purposes of this memo it is assumed that the city would maintain the curb and gutter on the outside as well as the raised median. However, the lights would remain the responsibility of the property owner. The retaining walls pictured would also be the responsibility of the property owner.



See table below for the cost estimate to replace the pavement identified in Exhibit 1.

SUMMIT APARTMENTS ROAD REPLACEMENT CONSTRUCTION COST ESTIMATE

NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1	8" Asphaltic Concrete (Commercial Grade)(Class A)	1314	Tons	\$110.00	\$144,540.00
2	6" Aggregate for Base (AB-3)	3327	Sq. Yd.	\$12.00	\$39,924.00
3	Combined Curb & Gutter (Type B)	1219	Lin. Ft.	\$50.00	\$60,950.00
4	Unclassified Excavation	1331	Cu. Yd.	\$60.00	\$79,860.00
5	Contractor Construction Staking	1	Lump Sum	\$3,000.00	\$3,000.00
6	Traffic Control	1	Lump Sum	\$8,000.00	\$8,000.00
7	Engineering (Plans & Specs)	1	Lump Sum	\$35,000.00	\$35,000.00
8	Construction Inspection	1	Lump Sum	\$20,000.00	\$20,000.00

Subtotal \$391,274.00
Contingency (20%) \$78,254.80
Total Construction Cost (2020 Dollars) \$469,528.80

CONCLUSION:

After investigating the existing pavement in the Summit Apartment complex, it was determined that the pavement is too thin to be able to withstand a mill and overlay of the asphalt to fix the deteriorated roadways. A full replacement is the only option. The recommended pavement section is 8 inches of Commercial Grade (Class A) asphalt pavement over 6 inches of AB-3 base rock. This section will provide a better road structure and allow for future milling and overlaying to maintain the road in the future.



BOREHOLE REPORT NO. B-1

Sheet 1 of 1

PROJECT NAME: **Mission On-Call Engineering** CLIENT: **City of Mission, Kansas**

PROJECT NUMBER: **018-3593** LOCATION: **Mission, Kansas**

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS
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WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 6/12/20	FINISHED: 6/12/20
WD	∇ Not Encountered		DRILL CO.: OLSSON	DRILL RIG: MOBILE B-53
IAD	∇ Not Encountered		DRILLER: B. GROFF	LOGGED BY: J. PUTNAM
AD	∇ Not Encountered		METHOD: PAVEMENT CORE	



PROJECT NAME Mission On-Call Engineering	CLIENT City of Mission, Kansas
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PROJECT NUMBER 018-3593	LOCATION Mission, Kansas
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ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/ REMARKS
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WATER LEVEL OBSERVATIONS	OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 6/12/20	FINISHED: 6/12/20
WD <input type="checkbox"/> Not Performed		DRILL CO.: OLSSON	DRILL RIG: MOBILE B-53
IAD <input type="checkbox"/> Not Performed		DRILLER: B. GROFF	LOGGED BY: J. PUTNAM
AD <input type="checkbox"/> Not Performed		METHOD: PAVEMENT CORE	



PROJECT NAME Mission On-Call Engineering	CLIENT City of Mission, Kansas
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PROJECT NUMBER 018-3593	LOCATION Mission, Kansas
-----------------------------------	------------------------------------

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/ REMARKS
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	ASPHALTIC CONCRETE		0								
	AGGREGATE BASE		0.5'								

BASE OF BORING AT 0.5 FEET

WATER LEVEL OBSERVATIONS	OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 6/12/20	FINISHED: 6/12/20
WD <input type="checkbox"/> Not Performed		DRILL CO.: OLSSON	DRILL RIG: MOBILE B-53
IAD <input checked="" type="checkbox"/> Not Performed		DRILLER: B. GROFF	LOGGED BY: J. PUTNAM
AD <input checked="" type="checkbox"/> Not Performed		METHOD: PAVEMENT CORE	

EXHIBIT 2



olsson

B-1

Summit Apartments
Mission, Kansas 66202

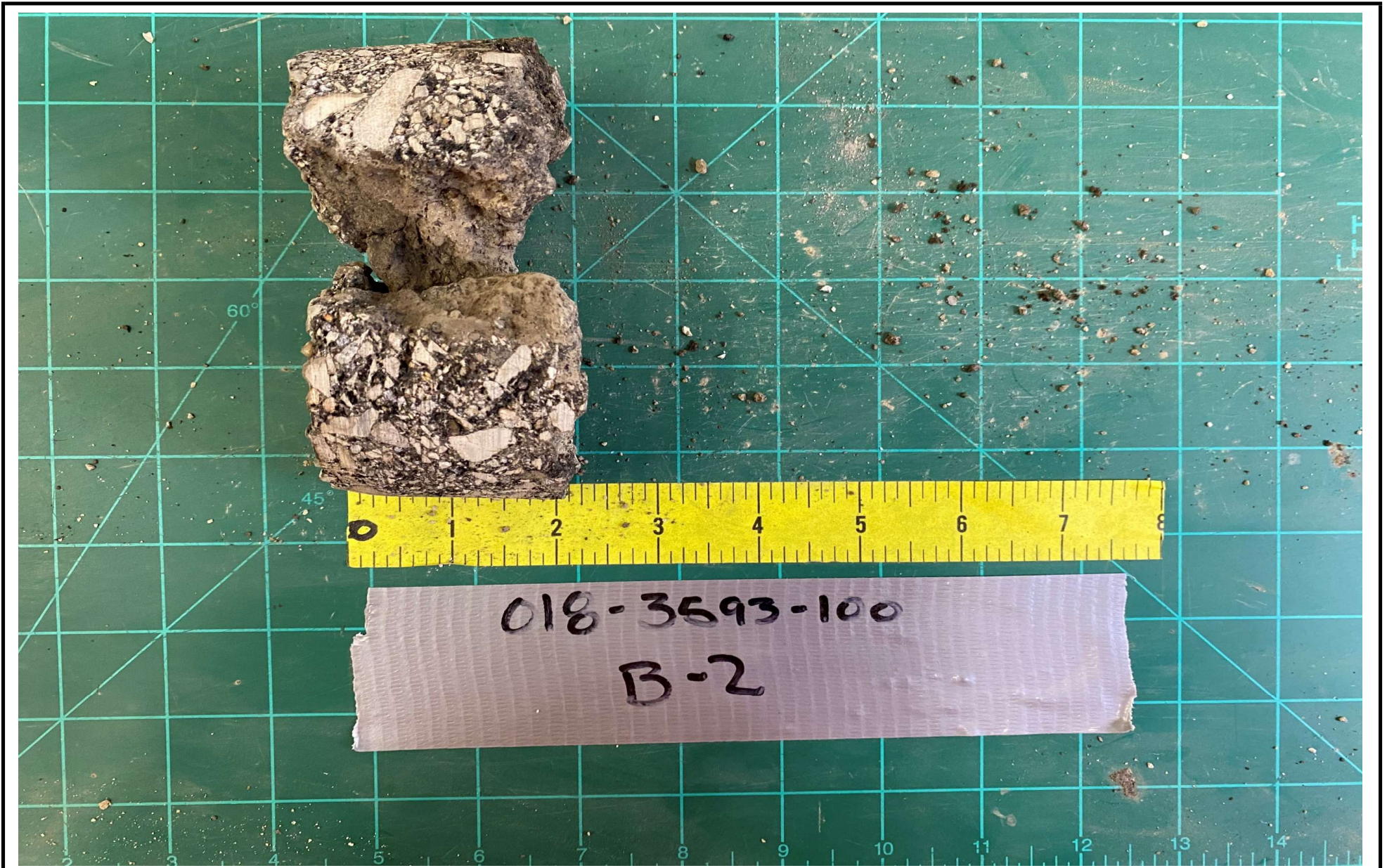
Olsson Project No: 018-3593

Client: City of Mission, KS

Last Revision Date: 6/12/2020

Engineer: JDP

EXHIBIT 2



olsson

B-2

Summit Apartments
Mission, Kansas 66202

Olsson Project No:	018-3593
Client:	City of Mission, KS
Last Revision Date:	6/12/2020
Engineer:	JDP

EXHIBIT 2



olsson

B-3

Summit Apartments
Mission, Kansas 66202

Olsson Project No:	018-3593
Client:	City of Mission, KS
Last Revision Date:	6/12/2020
Engineer:	JDP