

CITY OF MISSION, KANSAS
COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, OCTOBER 7, 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

ACTION ITEMS

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

Draft minutes of the September 2, 2020 Community Development Committee meeting are included for review and acceptance.

2. Hodges/61st Terrace Intersection - Celia Duran ([page 14](#))

The planters along Hodges Drive at 61st Terrace, 62nd Street, and 62nd Terrace were installed in the mid-1990s to replace barricades that had been in place since the 1970s. One of the planters was severely damaged in 2018, and since that time, the City has facilitated public meetings and a working group composed of residents, staff, and representatives from GBA (the City’s On-Call Engineer) to evaluate long-term alternatives and solutions. In the fall of 2019, Council authorized staff to proceed with an alternate design for the intersections beginning with the intersection of Hodges and 61st Terrace. Estimated costs for improvements to one intersection were \$15,000. The project was designed and bid in late spring 2020 with bids ranging from \$34,000 to \$43,000. Staff reconvened the working group in July and September 2020 to discuss options, and are now recommending an alternative meets the intent of the project within the anticipated budget.

3. Purchase of Two Clorox Total 360 Sprayers - Penn Almoney ([page 17](#))

In 2019, Mission Parks & Recreation purchased a Clorox Total 360 electrostatic sprayer for disinfecting various spaces at the Community Center. Since March, it’s portability and effectiveness in eliminating 99.9% of bacteria made it an integral component of the COVID-19

cleaning and safety protocols adopted City-wide. The sprayer is now also used in the Public Works offices/vehicles, City Hall offices, and Mission Police offices/vehicles. Staff is recommending the purchase of two additional Clorox Total 360 Sprayers. One housed at the Public Works building and a second at City Hall for more efficient application and less wear and tear on the current sprayer. Staff recommends purchasing two units from Pur-O-Zone, the lowest and most responsive bidder, for a cost of \$3,995 each and a total cost not to exceed \$7,990. The expense is reimbursable from CARES funding provided through Johnson County.

4. Retrofit of Touchless Fixtures - Penn Almoney ([page 19](#))

Touchless bathroom fixtures in City facilities benefit visitors and staff by limiting opportunities for the transmission of germs and bacteria. The touchless fixtures not only mitigate bacteria transfer but also conserve water because they are activated only when movement is detected. Staff solicited bids to retrofit and install 117 touchless restroom fixtures (including all toilets, urinals and faucets City-wide). Three firms completed walkthroughs of each facility to gauge the scope of work. Two bids were received after the walkthrough with one firm not responding after fully evaluating the scope of work. Staff is recommending contracting with MMC Contracting as the lowest and most responsive bidder for the installation of 117 Toto touchless fixtures in an amount not to exceed \$78,681. The expense is reimbursable from CARES funding provided through Johnson County.

5. Purchase of Riding Floor Scrubber - Penn Almoney ([page 26](#))

Parks and Recreation staff use an Advance spinning brush floor scrubber for cleaning Community Center tile and hardwood floors daily and the walking track every other day. The current model has been in service since 2014. Staff is recommending the scrubber be replaced with an Advance EcoFlex model from Pur-O-Zone in an amount not to exceed \$17,280. The expense is reimbursable from CARES funding provided through Johnson County. If additional CARES funding exists once all projects are bid, staff would request authority to purchase a second scrubber to be housed at the Public Works facility.

6. Purchase of Single Axle Dump Truck, Skid Steer with Attachments and Lighted Arrow Board - Brent Morton ([page 29](#))

The 2020 budget included \$301,000 in the Equipment Reserve and Replacement Fund and \$8,000 in the General Fund to replace a dump truck and equipment, a skid steer loader with attachments, an electronic arrow board, and a pickup truck. The pickup truck will be presented to Council for consideration at a future meeting. Quotes were solicited for each of the remaining items scheduled for replacement and are summarized in the action item. Staff recommends approval of the purchase of the following: one (1) 2021 Kenworth T470 dump truck, one (1) 2020 Cat 262D3 Skid Steer, and one (1) Vermac arrow board 25 bulb for a total estimated cost of \$254,385 excluding trade in or surplus.

DISCUSSION ITEMS

7. Ordinance Revision - Snow Removal on Sidewalks - Celia Duran ([page 40](#))

At the February 5 and March 4, 2020 Community Development Committee (CDC) meetings, there was discussion regarding the City of Mission's current policy for shoveling sidewalks after a snowfall. The discussion included concerns regarding students walking to school on unshoveled sidewalks in residential areas, as well as sidewalk clearing in some commercial

locations. The City's current policy, per Resolution No. 786, encourages property owners to shovel sidewalks; however, this resolution does not specifically require property owners to shovel sidewalks and there is no enforcement mechanism or fine schedule. Staff was directed to provide further information on various options in advance of the winter season. Staff is recommending adoption of an ordinance that requires property owners to shovel snow on adjacent sidewalks abutting their property within 48 hours after a snow storm.

8. Regional Wayfinding Standard - Penn Almoney ([page 54](#))

The Kansas City Area Transportation Authority, several local jurisdictions, and MARC worked together on *Connecting Our Region: Kansas City's Regional Wayfinding Plan*. This project worked to create an inclusive signage plan that enhances the visitor experience and fits the needs of bicyclists, pedestrians and transit users across the entire metro area. The goal was to develop a system that helps users find logical and safe connections between key destinations and commercial districts in the region. *Connecting our Region* engaged the community through surveys, events, Parks and Recreation Directors Association meetings, public engagements and in-person interviews to inform the design committee on how signage is currently used and influence the plan for a future system. Staff shared the plan with the Parks, Recreation and Tree Commission to solicit feedback, discuss important wayfinding locations and gather a recommendation on the first two intersections for potential implementation. Discussion surrounds wayfinding branding and how the *Connecting our Region* project incorporates proposed wayfinding signage transitions to and through strategic locations in Mission. Staff is recommending coordinating intent with neighboring municipalities and MARC in conjunction with soliciting bids for the creation and installation of two wayfinding signs at the intersections of Johnson Drive/ Lamar Avenue and Shawnee Mission Parkway/ Lamar Avenue.

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:	1.
ACTION ITEM SUMMARY	Date:	October 7, 2020
Administration	From:	Audrey McClanahan

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

RE: September 2, 2020 Community Development Committee minutes.

RECOMMENDATION: Review and accept the September 2, 2020 minutes of the Community Development Committee.

DETAILS: Minutes of the September 2, 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

September 2, 2020

The Mission Community Development Committee met virtually via ZOOM on, Wednesday, September 2, 2020 at 6:30 p.m. The following Committee members were present: Trent Boultinghouse, Hillary Thomas, Arcie Rothrock, Nick Schlossmacher, Kristin Inman, Debbie Kring, Sollie Flora and Ken Davis. Mayor Appletoft was also present. Councilmember Flora called the meeting to order at 6:37 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, City Planner Kaitlyn Service, City Official Jim Brown, Interim Police Chief Dan Madden and Police Captain Kirk Lane.

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

Preliminary Development Plan - 5399 Martway Street - Mission Bowl Apartments, LLC.

Mr. Scott said that last month City Council approved the pre-development agreement with Mission Bowl Apartments at 5399 Martway Street. Sunflower Development Group is planning to build a multi-family development on the site and is submitting their preliminary development plan for the project.

The subject property comprises two of the three lots that were formerly used by the Mission Bowl bowling alley and miniature golf course. Mission Bowl was constructed in 1958 and operated until the structure was severely damaged by a fire in 2015. Subsequent litigation impeded the restoration of the structure. The City declared the structure unsafe in December of 2019 and ordered that it be repaired or demolished. Almost immediately following the dangerous building declaration, the applicant entered into conversations with the City regarding a redevelopment project on the site.

Ms. Service reported that the applicant held a virtual neighborhood meeting on June 15th with approximately fifty people attending to express comments and ask questions. The project was then presented to the Planning Commission at a public hearing on their regular meeting on Monday, August 24th. At the conclusion of the public hearing, the Commission took the

application under consideration and voted 8-0 to recommend approval of the preliminary development plan to the City Council. The approval of the preliminary development plan will be on the agenda for the Council's consideration at their regularly scheduled meeting on Wednesday, September 16th. If the City Council approves, the application will go before the Sustainability Committee with those recommendations being utilized for the final development plan.

The pending litigation involving the property was resolved earlier this year, and Ridgeview North Associates, LLC, owner of the adjacent Mission Mart shopping center, took control of the property. Ridgeview North has a contract pending to sell the two lots that comprise the subject property to Mission Bowl Apartments, LLC (a development corporation created by the Sunflower Development Group) for the purpose of redeveloping the property into the multi-family housing project. Ridgeview would keep part of the lot for overflow parking associated with the shopping center across the street. There is a cell tower with equipment that is located on the east side. This cell tower is a separate parcel and not part of this redevelopment. The applicant has submitted a preliminary development plan for the construction of a Class A, five-story apartment building on the two lots (approximately 3.15 acres) that it intends to purchase.

Ground floor uses fronting Martway Street will include live-work units, lobby and leasing office, a screened parking garage, and enhanced landscaping. The proposal aims to create a linear park experience along the existing Rock Creek Trail by adding trees, landscaping and pedestrian amenities where none currently exist. A pocket fitness park and a dog park are proposed for the west side of the building. In addition to the garage parking on the first floor of the building, a surface parking lot is proposed behind the building. Approximately 164 apartments are anticipated for floors two thru five. The apartments will be a mix of two bedroom, one bedroom, and studio units. There will be various resident amenities including theater room, fitness area, and clubhouse with a rooftop pool and patio on the fifth floor.

The Comprehensive Land Use Plan designates the site as future Medium-Density Mixed Use. This category primarily consists of medium-density attached residential housing, such as apartment dwellings. The Plan envisions a pedestrian-friendly area with floor area ratios of 1.0 to 3.0. The district is intended to serve as a transition zone between low-density, residential neighborhoods and 2 areas of higher intensity development. The proposed project is an apartment building with live-work spaces and a floor area ratio of 1.05. Multi-family housing at this location would serve as a transition zone between the existing single-family residences to the south and higher intensity uses at the Mission Mart and Security Bank to the north. The proposal is in conformance with the intent of the Comprehensive Plan.

The site is zoned Main Street District 2 "MS2." It is located in the East Gateway Overlay District and subject to the Mission, Kansas Design Guidelines for the Johnson Drive Corridor. The zoning code includes regulations on permitted uses, height and area, parking, and development standards, and performance standards. The application complies with a majority of the

conventional zoning code stipulations and requests three deviations in accordance with the standards for planned zoning districts.

The following deviations are requested:

- The proposed building is residential with an accessory ground-floor leasing office, resident workspaces, and business center. A deviation is required because the proposed building is primarily residential without traditional office or retail uses.
- Height: The MS2 District promotes multi-story structures with top-floor setbacks with conventional MS2 zoning limiting building height to three stories and/or forty-five feet, the proposed structure is five stories.
- Density: The minimum lot area per multi-family dwelling is 1,245 square feet per unit (35 units per acre). Under conventional zoning, 121 units would be allowed on the 3.45 acre lot. A deviation of 47 units is required to allow 168 units on the 3.45 acre lot.

The proposed structure also complies with the parking code, by allowing for 197 parking spaces for the 164 anticipated units including first floor garage parking and surface parking behind the lot. It also exceeds the twenty-five foot setback requirement for yards. The applicant will provide a more detailed plan regarding landscaping and low impact lighting with the final development application.

The property will provide a unique feature of live-work units which will be a single unit consisting of both a workspace and residential space with both areas occupied by the same tenant. There will be seven of these units which will front Martway on the ground floor, the residential part will be accessible through the second level of the building. The units will contain an inner stair to connect live and work spaces.

TranSystems engineering completed a Traffic Impact Study on behalf of the applicant. The purpose of this study was to assess the impact of the proposed development on the surrounding transportation system. All intersections are projected to operate at an acceptable level of service. No capacity improvements are identified to mitigate the addition of development traffic to the street network.

A Stormwater Report was prepared by Uhl Engineering on behalf of the applicant. The report concluded:

- The proposed improvements will reduce the impervious area on site, and consequently the peak runoff from the site will be reduced.
- Stormwater Best Management Practices (BMP) treatment will be incorporated into the proposed site improvements. A level of service of 1.88 is proposed for the site. This is higher than the calculated required level of service of 0.

- No additional stormwater improvements are necessary as a result of the development.

The report recommends:

- Installation of private storm systems to route stormwater throughout the site.
- Installation of stormwater treatment BMP device to improve site stormwater quality.
- Stormwater detention be waived.

The report adds that off-site improvements will include the installation of a concrete big block wall along the southeast limits of the project site located in the stormwater drainage easement. GBA engineering reviewed the Stormwater Report on behalf of the City.

Finally, site plans will need to be approved to show that the development is able to accommodate the building(s), parking areas and drives with appropriate open space. That safe and easy ingress, egress and internal traffic circulation is provided while being consistent with good land planning and site engineering design principles. Also, an appropriate degree of harmony will prevail between the architectural quality of the proposed building(s) and the surrounding neighborhood as well as represents an overall development pattern that is consistent with the Comprehensive Plan and other adopted planning policies. Concluding that the property complies that the right-of-way for any abutting thoroughfare has been dedicated pursuant to the provisions of Chapter 455.

Councilmember Kring said while there are many favorable aspects to this project, including the sustainability factor and amenities, she was concerned about the architectural aspect of the building and expressed she had received several comments from residents to that effect.

Councilmember Davis asked about whether the trees were going to be replaced to provide screening for the homes once they have been removed. Ms. Duran replied that, on the farther west side of the creek, the decision was made to not put in the trees because of the erosion issue or the trees getting large enough that they would cause a problem in the wall. Councilmember Davis questioned whether there could be additional screening, other than the trees, to help with the light pollution. Ms. Duran replied that they were not included but there could be future discussion on this topic.

Councilmember Flora asked if there were requirements within the plan to accommodate light and screening. Ms. Service answered that since there is the thirty-foot drop off, that the developer was proposing some screening for the back of the lot parking with vegetation. Also, the applicant will be required to submit a photometric plan to ensure lighting is directed away from residences. Councilmember Davis commented that as the Comprehensive Land Use Plan is being developed that it may be beneficial to modify the current zoning requirements that result in the need for deviations.

Councilmember Thomas shared some concerns with Councilmember Kring regarding the design aesthetic for the building, and expressed that while she likes the general design, she is concerned with the color scheme, she asked if there was room for improvement to the final development plan. Ms. Service replied that there is room for adjustments to the conceptual drawings to more effectively fit into the location and commented that she would share the feedback with the developer and architect. Councilmember Flora agreed with Councilmember Thomas that while she also liked the design, she was concerned about the color choices.

The Community Development Committee stopped the meeting at 7:19 p.m., for a Finance and Administration Committee public presentation, then re-convened at 8:51 p.m.

**2018 Edition of the International Codes for Building Construction and the
2017 Edition of the National Electric Code**

Mr. Brown reported on the adoption of the 2018 Edition of the International Codes for building construction and the 2017 Edition of the National Electrical Code. The International Code Council (ICC) has established a family of codes, providing minimum requirements for the construction and maintenance of both commercial and residential buildings. These codes include the International Building Code, Fire Code, Residential Code, Plumbing Code, Mechanical Code, Fuel Gas Code, Energy Conservation Code and the National Electrical Code.

Though each code governs a particular discipline within the construction industry, the codes work in conjunction with each other to provide an overall set of current building standards. The ICC continuously reviews and implements revised codes on a three (3) year cycle. The changes to the codes are presented to, and input is received from, various stakeholders on a national level including the Home Builders Association, architects, design professionals and numerous product vendors and testing agencies.

At the local level, a three year code adoption cycle has been determined as being too aggressive for most jurisdictions to accommodate due to limited staff and resources. Therefore, it is a common practice in this area for jurisdictions to proceed with a code adoption process every six (6) years, adopting every other set of codes that the ICC develops. Jurisdictions within the Kansas City metro area work together to review and adopt these codes with the primary intent of maintaining consistency across the metro area for the various trades and jurisdictions. The last set of codes adopted in this fashion was the 2012 ICC codes. These are the codes that the City currently follows. Staff has been reviewing proposed changes and amendments in regard to the adoption of the 2018 International Codes and the 2017 National Electrical Code. The relevant codes for adoption by the City include:

- 2018 International Building Code (IBC)
- 2018 International Fire Code (IFC)
- 2018 International Residential Code (IRC)

- 2018 International Plumbing Code (IPC)
- 2018 International Mechanical Code (IMC)
- 2018 International Fuel Gas Code (IFGC)
- 2018 International Energy Conservation Code (IECC)
- 2018 International Property Maintenance Code (IPMC)
- 2017 National Electric Code (NEC)

All of the Codes pertain to commercial development projects with the exception of the IRC. The IRC is a standalone Code that deals only with one and two family dwellings and incorporates all disciplines within the body of the code.

Councilmember Flora suggested and Mr. Brown agreed that this item should be put on hold until staff can assess how Kansas City, Missouri is proceeding as well as present the information to the Sustainability Committee and evaluate the 2021 Codes.

Councilmember Kring commented and Councilmember Flora agreed that the City is fortunate to have Mr. Brown as the Building Official and his knowledge has been an asset.

Councilmember Davis expressed appreciation for the detailed Powerpoint and illustrations over this topic.

Action Items

Acceptance of the August 5, 2020 Community Development Committee Minutes

Minutes of the August 5, 2020 Community Development Committee were provided to the Committee. There being no objections or corrections, the minutes were accepted as presented.

Discussion Items

Mohawk Park Update

Mr. Almoney presented an update for the Mohawk Park Master Plan Design. The Mission Parks & Recreation Master Plan underscored the goal of expanding and improving Mission park facilities. After several months of discussion and evaluation, the Parks, Recreation and Tree Commission recommended that the addition of restroom facilities in Mohawk Park be the first capital project implemented from the Master Plan. Other improvements suggested for consideration in the Mohawk Park design and discussion included:

- Redesign of the park layout to balance stakeholder programming use
- Conceptual design of restroom and pavilion
- Replace playground equipment with unique themed amenities
- Add irrigation for athletic turf use

- Evaluate area and space for tennis courts, splash pad, or other cross-functional uses
- Having citizen-driven feedback from various stakeholders through in-person interactive discussions
- Order of magnitude cost estimates
- Long-term phased construction plan

Planning was focused to the specific park level. This exercise provided an opportunity to take a comprehensive look at the amenities to be added over a longer term horizon (10+ years), so that the location or addition of improvements in early years does not limit the long-term vision for the park. This conceptual design and planning process also provides the opportunity to get more specific feedback from surrounding neighbors, citizens and various stakeholders before a decision is finalized.

Confluence partnered with staff to host two (2) Mohawk Park steering committee meetings and one (1) public input meeting at the Community Center with the latter having nearly 60 attendees. Interactive feedback from steering committee stakeholders as well as citizen respondent data and one on one discussions during the public meeting created the current Mohawk Park Conceptual Master Plan. Since the last round of steering committee and stakeholder meetings, staff has been working with Confluence and SFS Architects to develop order of magnitude costs and potential phasing options.

The estimated probable cost for the project is \$3.5 million including concrete walks, parking lighting, earthwork, restrooms and shelter. The park improvements were expected to be completed in phases. Mr. Almoney added that he had applied for a Land Water Conservation Fund (LWCF) Grant which could match up to \$300,000 of reimbursement expenses with the condition that this site is preserved as an outdoor area.

Councilmember Davis asked if there was a soccer field planned for this development. Mr. Almoney replied that they received negative feedback about only having an area for soccer, so made the adjustment to include open space that could be utilized for several activities, including soccer.

Councilmember Thomas thanked Mr. Almoney and asked about the playground and its accessibility features. Mr. Almoney explained that the specific playground elements had not been selected and there was \$450,000 of the budget allocated for that usage. Councilmember Thomas expressed the preference to see a written plan detailing the projection of the parks for the next ten years. Ms. Smith replied that working toward this multi-year plan was an objective staff could continue to pursue by completing conceptual planning activities in each of the remaining major parks: Streamway, Broadmoor, Andersen and WaterWorks.

Other

Department Updates

Ms. Smith reported that Councilmembers Thomas and Kring had asked about more discussion around the monthly interim financial reports and financial status. While the report is not always finalized by Committee meetings, it could be presented at the legislative meetings. This will allow Council to make public comments regarding the reports and also highlight that those reports are available to the public on the website.

The next update was on the Hodges planters, reporting that GBA is evaluating the costs associated with the project and staff will bring that back to Council in October.

Ms. Smith polled the Council regarding their interest in hearing an update from Tom Valenti on the Gateway project, and it was determined he would participate in an October meeting. The Committee also agreed on a work session for Wednesday, September 30, to discuss the street asset inventory.

Next, Ms. Smith addressed the questions from Councilmembers regarding potentially reopening the playgrounds. The City's COVID reopening matrix targeted playgrounds reopening in phase four. Mayor Appletoft commented that if the parks were going to reopen that it should be posted that they will not be sanitized, so people can make their best judgement. Councilmember Flora agreed and added that the distancing and mask requirements should be posted as well. Councilmember Thomas asked if CARES funding would allow for hand-sanitizing stations at the parks? Ms. Smith replied that the City will soon find out how much money it has been allocated and assumes that would be an eligible expense.

The Rock Creek Channel project is continuing and the City is working to secure the necessary easement from Wendy's. These efforts have been delayed significantly by Wendy's and the City is now in a position to make a decision about abandoning the improvements associated with the Wendy's site. Mayor Appletoft suggested and Councilmembers Davis and Boutlinghouse agreed that if the other avenues do not work out to obtain the easement then they move ahead and not complete that portion of the channel. All agreed.

Staff went on to discuss the specifics of the Johnson Drive (Metcalf to Lamar) project and implications surrounding potentially proceeding with a federal STP grant application. Ms. Duran concluded the recommendation would be to not submit for phase two of the STP funding but instead reapply for the next cycle in 2025-2026 giving the City more time to assess the street preservation program as well as determine how to fund both arterials and residential streets. The Committee members concurred.

Ms. Smith thanked Mr. Almoney and Ms. Duran for their hard work in pursuing grant opportunities.

Councilmember Boultinghouse commented that the Mainstream Coalition Voter to Voter tool is live and there will be a kick-off of the program on September 10th from 4:30 p.m. - 5:30 p.m.

Councilmember Flora read the announcement that the Lamar Avenue Bike Lane Reveal and Group Ride, that the Sustainability Commission is assisting with, would take place on September 9th from 5:30 p.m. to 7:30 p.m.

Councilmember Davis commented that they have worked with KDOT and have removed six dead trees along Shawnee Mission Parkway and will remove one more large elm tree soon.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 10:15 p.m.

Respectfully submitted,

Audrey M. McClanahan
City Clerk

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	October 7, 2020
Public Works	From:	Celia Duran

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

RE: Hodges/61st Terrace Intersection

DETAILS: The planters along Hodges Drive at 61st Terrace, 62nd Street, and 62nd Terrace were installed in the mid-1990s to replace barricades that had been in place since the 1970s. The planters present ongoing concerns for the City including, but not limited to: emergency services response, snow plow operations, street construction specifications, and safety. There were discussions with the neighbors in the 1970s, 1990s, and late summer of 2018 (following significant damage to one of the planters) regarding removal of the barricades/planters; however, each time there was significant opposition from the neighborhood.

From late 2018 through September 2019, there were many discussions about the planters, including public meetings, development of a summary report presenting various options, and formation of a working group composed of residents, staff, and representatives from GBA. Following consensus of the working group and presentation of the summary report at the September 4, 2019 Community Development Committee, Council authorized staff to:

1. Leave the existing planters intact until such time as 62nd St. and 62nd Terrace are reconstructed with reflective signage being installed at this time.
2. Remove the existing planters and install gates in association with a combination island/street paver component approved by the working group, beginning with the intersection of Hodges and 61st Terrace.

In November 2019, George Butler Associates (GBA) began design of this project and following completion of design, a request for bids (RFB) was distributed. Four contractors submitted bids ranging from \$34,671.05 to \$42,239.00. The design alternative for the Hodges/61st Terrace Intersection was originally budgeted at approximately \$15,000. Since the bid prices were significantly higher than anticipated, staff began exploring other alternatives, and reconvened the working group on July 23, 2020.

The working group and staff identified additional alternatives which were presented to GBA for review and pricing with the goal of reaching a solution which still meets the intent of the project within the anticipated budget.

Staff presented a schematic to the working group in late September 2020 which includes installation of the gate, as well as extended curb to narrow the intersection to discourage drivers from thinking that this entrance is a street. The working group reached consensus on the design and is recommending Council proceed with installation. Final comments from the working group will be available at the October 7 meeting

The updated cost estimate provided by GBA is approximately \$29,050 assuming that this project is bid stand alone. In order to complete this project within the existing budget, city crews

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	\$15,000

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	October 7, 2020
Public Works	From:	Celia Duran

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

plan to construct all this work with the exception of the curb and gutter, which will be completed by a subcontractor. The estimated project cost using city crews and subcontracting the curb and gutter is approximately \$9,000.

If there is consensus by City Council to move forward with this option, it is anticipated that the project can be completed by the end of this year depending upon contractor and vendor availability since these costs are within the City Administrator's authority for approval.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	\$15,000



City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	October 7, 2020
Parks & Recreation	From:	Penn Almoney

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

RE: Purchase of two (2) Clorox Total 360 Systems for City Hall/Police and Public Works.

RECOMMENDATION: Approve the purchase of two (2) Clorox Total 360 System disinfecting sprayer units from Pur-O-Zone in an amount of \$3,995 each for a total cost not to exceed \$7,990.

DETAILS: The Parks and Recreation department has one Clorox Total 360 System (CT360S). electrostatic sprayer housed in a mobile cart with an extending hose and misting nozzle that allows for easy maneuverability and safe and consistent distribution. The sprayer is currently used multiple times daily at midday and evenings to disinfect the Community Center.

The Clorox Total 360 System eliminates 99.9% of bacteria on non-porous surfaces in two minutes or less. As a result of its high mobility and effectiveness, it is being used at City Hall, the Police Station and Public Works once a week. Disinfecting restrooms, office spaces, gathering areas, vehicle interiors and shop mechanical equipment.

Having separate units at each facility reduces the staff time spent loading/unloading and transporting to each facility and allows staff to use the sprayer following municipal court or other group gatherings. Staff solicited bids for purchase and the three responses received are detailed in the table below:

Vendor	Amount
CapSan	\$4,999.00 each
Pur-O-Zone	\$3,995.00 each
Mid-America Distributor Sales	\$4,999.00 each

Pur-O-Zone was determined to be the lowest and most responsive bid. The purchase includes the electrostatic module, mobile cart, hand wand extension and delivery. Staff training will be coordinated by department and takes less than 30 minutes. These units will be reimbursed from CARES funding provided through Johnson County.

CFAA CONSIDERATIONS/IMPACTS: Treating touch points and other surfaces with the Clorox Total 360 System and related cleaners will create a healthier environment for patrons and staff.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	45-90-805-09
Available Budget:	\$8,000.00



Environmental Cleaning Solutions

P.O. Box 727
Lawrence, KS 66044-0727
Telephone: 785-843-0771
Fax: 785-843-0798

QUOTE VALID FOR 30 DAYS

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.
36678	09/10/20	203027

203027

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CITY OF MISSION PARKS & REC.
SYLVESTER POWELL COMM. CENTER
6200 MARTWAY
MISSION, KS 66202

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CITY OF MISSION PARKS & REC.
SYLVESTER POWELL COMM. CENTER
6200 MARTWAY
MISSION, KS 66202

SPECIAL INSTRUCTIONS			CONTACT	SHIP VIA	TERMS	
				Our Truck	Net 30 Days	
LINE	QUOTED	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
1	2	TOTAL360	CLOROX TOTAL 360 SPRAYER UNIT SER # _____	EA	3995.00	7990.00

TOTAL QUANTITY	2	NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.	SUBTOTAL	7990.00
			FRGT/MISC	0.00
			TAX	0.00
			QUOTE TOTAL	7990.00

WE APPRECIATE YOUR BUSINESS AND LOOK FORWARD TO PROVIDING THE CARE AND SERVICE YOU DESERVE.

BEST REGARDS,
SHAWN SNEDDEN

PLUS ALL APPLICABLE TAXES AND CHARGES.

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	October 7, 2020
Parks & Recreation	From:	Penn Almoney

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

RE: Retrofit and Installation of Touchless Restroom Fixtures City-wide

RECOMMENDATION: Approve a contract with MMC for Toto model touchless restroom fixture retrofitting and installation at various Mission facilities in an amount not to exceed \$78,681.00.

DETAILS: During the COVID-19 pandemic, Staff have continually discussed facility efficiency improvements and safety enhancements that could mitigate the spread of germs and bacteria and also create long-term cost savings. Protecting patron and staff welfare continues to be of paramount concern when establishing enhanced cleaning standards. Although the installation of the touchless fixtures will not eliminate the need for cleaning and disinfecting, it reduces the opportunity for transfer of germs or bacteria.

Retrofitting manual flushing toilets, urinals and faucets with touchless fixtures not only addresses the public health considerations, but also reduces water usage. Water savings can be significant which is better for the environment and department budgets. Retrofitting existing fixtures with more efficient touchless fixtures also aligns Mission's 2009 Climate Action Plan that recommends water conservation efforts.

The scope of work for the project involves:

- Replacing fixtures at City Hall, Police Department, Parks & Recreation Facilities and Public Works Buildings, including all necessary labor, materials, equipment, supplies, tools and supervision to accomplish the work
- Provide and install Toto Polished Chrome Standard Eco Power Fixtures meeting the following requirements: Sinks - 0.35 GPM, Urinals - 1.0 GPM, and Toilets - 1.6 GPF.
- The City of Mission reserves the rights to add to or reduce the scope of work if it determines it is in the best interest of the City of Mission.
- Fixture counts by facility include: City Hall - sinks (2), toilets/urinals (5), Police Department - sinks (7), toilets/urinals (7), Public Works - sinks (4), toilets/urinals (6), Community Center - sinks (29), toilets/urinals (40), Broadmoor Park - sinks (2), toilets/urinals (4), MFAC Pool – sinks (6), toilets/urinals (4)

Four firms were solicited to bid on the project. Three firms (MMC Contracting, EW Plumbing and Heartland Plumbing) walked through each facility to gauge and confirm the scope of work, but only two bids were ultimately received. Staff recommends contracting with MMC Contractors as the lowest and most responsive bidder to retrofit and install 117 Toto touchless fixtures in an amount not to exceed \$78,681.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	N/A

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	October 7, 2020
Parks & Recreation	From:	Penn Almoney

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

Vendor	Amount
MMC Contractors	\$78,681.00
EW Plumbing LLC	\$78,800.79
Heartland Plumbing	No response after walk though

Fixture installation shall conform and comply with all applicable building construction standards, laws, ordinances and industry standards including:

- OSHA - Occupational Safety and Health Administration
- IPC - International Plumbing Codes – 405.2 ,405.3 & 412.1.1
- ADA - Americans with Disabilities Act

Initial funding will be provided through the Parks and Recreations Sales Tax Fund and will be reimbursed from CARES funding provided through Johnson County.

CFAA CONSIDERATIONS/IMPACTS: New fixtures will aid in the longevity of the facility restrooms and help protect the health and safety of visitors and staff. New fixtures will also enhance the facility's appearance to patrons, visitors and those renting space.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	N/A



13800 Wyandotte St.
Kansas City MO 64145

P: 816.333.8484
F: 816.333.8485

Mission Community Center

Proposed Project Agreement

Date:

9/16/2020

Proposal Number:

P01105

Prepared for:

Mission Community Center
6200 Martway Street
Mission , Kansas 66202

Prepared by:

Kip Knoche

816-941-5423

kknoche@mmccontractors.com





PROJECT PROPOSAL

Company

MMC Contractors National, Inc.
13807 Wyandotte
Kansas City, Missouri 64089
Ph: 816-941-5423 Fax:

Proposal Date: 9/16/2020
Proposal Number: P01105

Bill To Identity

Mission Community Center
6200 Martway Street
Mission , Kansas 66202
Aaron Cherry

Agreement Location

Mission Community Center
6200 Martway Street
Mission , Kansas 66202
Aaron Cherry

MMC Contractors is pleased to provide a Lump Sum Proposal for the following scope of work.

Scope of Work: Replace existing manual fixtures with hands free.

Inclusions:

- **Three (3) Paper towel dispensers**
- **Ten (10) Soap Dispensers**
- **Fifty-one (51) Sink faucets**
- **Sixty-six (66) Toilets/urinals**
- **Normal working hours**
- **Kansas remodel tax**
- **Demo of existing fixtures**
- **Testing**

Exclusions:

- **Overtime**
- **Discrepancies in existing plumbing system**
- **Permits**

OUR PRICE FOR THIS PROPOSAL IS\$78,681.00

Our price is guaranteed for (30) days from the date of this proposal.

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

TERMS OF PAYMENT: NET 30. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

10. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

15. If paying with credit card a 3% surcharge will be added to total project price.

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	October 7, 2020
Parks & Recreation	From:	Penn Almoney

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

RE: Purchase of Two (2) Riding Floor Scrubbers

RECOMMENDATION: Approve the purchase of two (2) Advance Advenger EcoFlex Riding Floor Scrubbers from Pur-O-Zone in an amount not to exceed \$34,560.

DETAILS: Parks and Recreation staff use an Advance spinning brush floor scrubber for cleaning Community Center tile and hardwood floors daily and the walking track every other day. The floor scrubber gets serviced every three months as part of a preventive maintenance schedule. During that servicing, the squeegees and disk brushes are replaced and the hoses and battery are inspected for proper operation.

The current model works well at cleaning flat surfaces and has been in service since 2014. The spinning brush scrubber does not clean grout lines or rubber track surfacing well, which requires staff to use alternative cleaning methods. Advance offers the EcoFlex model that uses an agitator scrubbing motion which cleans grout lines and rubber surfacing well. An additional benefit of this new model is its ability to clean the coarse pool deck surface which is currently pressure washed.

Staff solicited bids for riding floor scrubbers from Smith Janitorial Supply, Pur-O-Zone and Bills Floor Machine Service. Smith Janitorial Supply and Pur-O-Zone were able to bid on identical Advance 28 inch EcoFlex models (the manufacturer of the current floor scrubber). Bills Floor Machine Service does not sell Advance scrubbers, and they submitted a bid for an alternative manufacturer (ICE), which has similar functionality, but 26-inch scrubbing deck compared to Advance's 28-inch deck.

Vendor	Amount
Smith Janitorial Supply	\$17,985.28/unit
Pur-O-Zone	\$17,280.00/unit
Bills Floor Machine Service	\$16,995.00/unit

Staff recommends purchasing the Advance Advenger EcoFlex from Pur-O-Zone in a total amount not to exceed \$17,280 due to its durability, and wider cleaning deck.

The new riding floor scrubber comes with a 3 year warranty and staff will continue the quarterly preventive maintenance agreement to extend its useful life. Costs to operate the new model will be comparable to the current equipment. The current unit will be traded in.

Funding will come from the Parks and Recreation Sales Tax Fund and the General fund, and

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$24,000

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	October 7, 2020
Parks & Recreation	From:	Penn Almoney

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

the expense is reimbursable from CARES funding provided through Johnson County. The current equipment would be moved to Public Works to assist in cleaning and sanitizing that facility. If excess CARES dollars are available once all other projects are bid/completed, staff is seeking authority to purchase a second rider scrubber for an additional \$17,280 to be housed at the Public Works facility.

CFAA CONSIDERATIONS/IMPACTS: Clean floors in the Public Works shop and Community Center will aid in the longevity of the concrete, tiles, hardwood and rubber surfacing. Consistent use will also enhance the facility's appearance to patrons, visitors and those renting space. Cleaner surfaces will create a healthier environment for visitors and staff.

Advance Advenger EcoFlex 28" Deck



Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$24,000

PUR-O-ZONE

Phone: (785) 843-0771

Fax: (785) 843-0798

E-Mail: sales@purozone.com

Web Site:

QUOTATION

TO: City of Mission Slyvester Powell

DATE: September 21st, 2020

6200 Martway

FOB:

Mission, KS 66202

TERMS: **

ATTN: Marc Hutchens

EXPIRES:

QUANTITY	DESCRIPTION	PRICE
1 each	ADVANCE #56601638 Advance Advenger X2805C-C EcoFlex Rider 28" Scrubber w/Four 312Ah AGM Batteries, O.B. Charger, & Brushes	\$17,280.00



***Quote #36816**

***pricing subject to change*

****plus all applicable taxes and charges*

THANK YOU FOR THE OPPORTUNITY TO PRESENT THIS QUOTATION.

AUTHORIZED BY:

Shawn Snedden

Plant Address:

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	October 7th, 2020
Public Works	From:	Brent Morton

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

RE: 2020 Public Works Capital Equipment Purchases

RECOMMENDATION: Approve the purchase of one (1) 2021 Kenworth T470 dump truck and equipment, one (1) CAT Skid Steer Loader with Attachments, and one (1) Electronic Arrow Board.

DETAILS: The 2020 budget included \$301,000 in the Equipment Reserve and Replacement Fund and \$8,000 in the General Fund to replace a dump truck and equipment, a skid steer loader with attachments, an electronic arrow board, and a pickup truck. The pickup truck will be presented to Council for consideration at a future meeting.

Quotes were solicited for the remaining items scheduled for replacement in 2020, and are summarized in the tables below with additional information provided for each item.

Dump Truck (1)	Vendor	Price
Kenworth T470	MHC	\$ 95,400 (truck) \$ 70,951 (equipment) \$166,351
MACK Granite 42BR	Westfall GMC Truck, Inc.	\$ 100,002 (truck) \$ 70,951 (equipment) \$ 170,953
Western Star 4700	Midway Sterling Truck	\$ 93,486 (truck) \$ 70,951 (equipment) \$164,437

The current dump truck (Truck #630), a 2007 International, has proven to be unreliable, requiring repairs costing \$28,726.00 over the life of the truck. Staff recommends purchasing one Kenworth T470 dump truck from MHC. Even though the initial acquisition cost is slightly higher, the service reliability and a five-year extended warranty result in the recommendation to award this as the most responsive bid. Other cities currently using the Kenworth T470 were contacted and they confirmed the reliability of this equipment.

The total cost includes both vehicle and upfitting costs. American Equipment provides and installs all of the equipment, including the bed, lights, plow, and spreader. Truck #630 will be surplus and sold. The budget for replacement of this truck is \$185,000.

The Cat 262D3 skid steer with attachments (18" cold planer with water kit and 72" grapple bucket) will replace the Case skid steer #701, purchased in 2008. The skid steer is primarily used for asphalt patching and snow removal, and was extended beyond its originally anticipated 10-year replacement cycle.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-20-403-03 (PW Vehicles) & 01-20-403-06 (PW Equipment)
Available Budget:	\$301,000.00 and \$8,000.00 respectively

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	October 7th, 2020
Public Works	From:	Brent Morton

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

Skid Steer Loader	Vendor	Price
CAT 262D3	Foley Equipment	\$59,095 (Skid Steer) \$24,389 (Attachments) \$83,484
CASE SV280B	Victor L. Phillips Company	\$47,527 (Skid Steer) \$20,027 (Attachments) \$67,554
JCB 270	CSTK	\$69,351 (Skid Steer) (Plus Attachments)

The budget for replacement of the skid steer is \$78,000. Staff recommends purchasing one Cat 262D3 skid steer from Foley Cat, and although the initial cost is higher, the reliability and 10-year extended warranty is estimated to make this the most efficient purchase in the long term. Staff spoke with contractors in the asphalt industry and demoed equipment and determined that the 262D3 is suited best to handle the department workload. The total cost includes both the skid steer and attachments. The existing skid steer will be surplus and sold.

The Vermac arrow board will replace the current arrow boards (purchased in 2002) used for traffic control and crack sealing activities. Staff is recommending the purchase be upgraded to the 25 bulb model since it's more visible to traffic and improves safety in the work zone. The current arrow board will be surplus and sold. Budget for the replacement of the message board is \$8,000.

Electronic Arrow Boards (1)	Vendor	Price
Vermac Arrow Board 25 bulb	Work Zone	\$4,550.00
Vermac Arrow Board 15 bulb	Work Zone	\$3,900.00

As recommended, the equipment included in this action item results in savings of approximately \$16,615.00 over the estimated budget.

<u>Item</u>	<u>2020 Budget</u>	<u>2020 Recommended</u>	<u>Difference</u>
Dump Truck	\$185,000.00	\$166,351.00	(\$18,649.00)
Skid Steer Loader	\$ 78,000.00	\$ 83,484.00	\$ 5,484.00
Electronic Arrow Board	\$ 8,000.00	\$ 4,550.00	(\$ 3,450.00)
Total	\$271,000.00*	\$254,385.00	(\$16,615.00)

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-20-403-03 (PW Vehicles) & 01-20-403-06 (PW Equipment)
Available Budget:	\$301,000.00 and \$8,000.00 respectively

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	October 7th, 2020
Public Works	From:	Brent Morton

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

Savings will be retained in the appropriate funds and Staff recommends depositing proceeds from the sale of the surplused vehicles and equipment into the Equipment Replacement Fund.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-20-403-03 (PW Vehicles) & 01-20-403-06 (PW Equipment)
Available Budget:	\$301,000.00 and \$8,000.00 respectively

American

EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

QUOTATION

DATE	Quotation #
9/10/2020	091020/45RK

NAME / ADDRESS
City of Mission 6090 Woodson Mission, KS 66202

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
	Due on Rece...	REK		913-262-6916(SHOP)	913-262-6916
QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	Warren WXL-12 12' Heavy Duty Stainless Dump Body: <ul style="list-style-type: none"> - 1/2 cab shield - 34" 10 ga. 304 stainless steel sides - 44" 10ga. 304 stainless steel tailgate and front - 3/16" AR450 steel floor - U70-824 underbody hoist - walk rails down each side - pull-out ladder on driver side - air operated tailgate latch - LED oval s/t lights in each rear corner post - LED amber/clear oval strobes in each rear corner post - LED amber/clear oval strobes in cabshield - Buyers electric aluminum tarping system with mesh tarp - C-channel spreader tie downs on outside of body - b/u alarm Force America Central hydraulic system with larger plow sections <ul style="list-style-type: none"> - America Ultra Armrest Control with electric joysticks and 5100EX controller - stainless steel quick disconnects WITH SPREADER QD'S IN CURBSIDE REAR RUBRAIL Henke 10' x 30" heavy duty snowplow with UQH truck hitch <ul style="list-style-type: none"> - carbide cutting edges with carbide curb guards - rubber snow deflector - LED plow lights mounted on hood with stainless brackets Warren AC2420-12 AUGER Type Stainless Steel Hydraulic Spreader:		70,951.00	70,951.00
Quoted by Ryan Keith				Total	

American

EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

QUOTATION

DATE	Quotation #
9/10/2020	091020/45RK

NAME / ADDRESS
City of Mission 6090 Woodson Mission, KS 66202

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #	
	Due on Rece...	REK		913-262-6916(SHOP)	913-262-6916	
QTY	ITEM	DESCRIPTION		U/M	COST	Total
		<ul style="list-style-type: none"> - top screens and inverted V - tailgate latchbar and ratchet strap tie downs - (2) LED work lights mounted on rear Installation				
Quoted by Ryan Keith				Total	\$70,951.00	

This quote is valid for 30 days. Applicable taxes not included.



OZARK KENWORTH, INC. ("Dealer")

doing business as: MHC KENWORTH - KANSAS CITY

NEW TRUCK ORDER

KANSAS CITY, MO 64120
1524 N. CORRINGTON
1-816-483-7035

PURCHASER			ADDRESS			
City of Mission Kansas Public Works			4775 Lamar Ave			
BUSINESS PHONE	OTHER PHONE	CITY	STATE	ZIP CODE	COUNTY	DATE
913-676-8375	913-262-6916	Mission	KS	66202-1737	JOHNSON	09/09/2020
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE	SALESPERSON	
1	2021	KW	T470 4X2		JACOB HUPPERT	
STOCK NUMBER		COLOR	TO BE DELIVERED ON OR ABOUT		FINANCIAL SOURCE	
			03/20/2020		Cash	
SERIAL NUMBERS						
PRICE OF VEHICLE(S) W/O FET					\$95,400.00	

2021 T470 Kenworth (as spec'd) : \$92,022
 Extended Engine Warranty 5 year / 150K -\$2090
 Extended After Treatment Warranty 5 year / 150K - \$810
 Allison Extended Warranty \$478
 Total: \$95,400
 Clone of Chassis 409688

TRADE TERMS AGREEMENT APPLICABLE YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			ADD F.E.T.
YEAR	MAKE	MODEL	SUBTOTAL \$95,400.00
			BUSINESS TAX
SERIAL NUMBER	MILEAGE		SALES TAX
			LOCAL TAX
BALANCE OWED TO	TRADE DIFFERENCE		DOCUMENT STORAGE FEE
			REGISTRATION FEES
			TOTAL DELIVERED PRICE \$95,400.00
			LESS: TRADE-IN ALLOWANCE
			LESS: BALANCE OWED ON TRADE-IN
			TRADE-IN EQUITY
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER
PURCHASER'S CERTIFICATION			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)
Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery \$95,400.00
<p>1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.</p> <p>2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.</p> <p>3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.</p>			<p>READ ALL PAGES OF THIS ORDER</p> <p>THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.</p> <p>THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.</p> <p>THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.</p> <p>ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.</p> <p>ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.</p>

**THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
 TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT**

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

Used Vehicles: Dealer sells any used vehicle **AS IS** with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in

vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will be governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.



SALES AGREEMENT

DATE Apr 23, 2020

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

PURCHASER	CITY OF MISSION PUBLIC WORKS			
STREET ADDRESS	6090 WOODSON			
S O L D	CITY/STATE	MISSION, KS	COUNTY	JOHNSON
	POSTAL CODE	66202	PHONE NO.	913 676 8375
T O	CUSTOMER CONTACT:	EQUIPMENT	BRENT MORTON	
		PRODUCT SUPPORT	BRENT MORTON	
INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE		
	(CITY/COUNTY) (9121)		F.O.B. AT: Kansas City, MO	

CUSTOMER NUMBER	029916	Sales Tax Exemption # (if applicable)	N/A	CUSTOMER PO NUMBER	
PAYMENT TERMS:				(All terms and payments are subject to Finance Company - OAC approval)	
NET PAYMENT ON RECEIPT OF INVOICE	<input checked="" type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0.00
PAYMENT PERIOD		PAYMENT AMOUNT	\$0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR	MODEL: 262D3XPS2C	YEAR: 2020			
STOCK NUMBER: TGN0015	SERIAL NUMBER: 0ZB201976				
262D3 SKID STEER LOADER	512-4262	FILM, TWO SPEED W/HIGH FLOW XPS	568-4704	COUNTERWEIGHT, MACHINE, EXTERNAL	345-5148
2020 MODEL		RADIO, AM/FM, BLUETOOTH	345-6180	PACK, DOMESTIC TRUCK	0P-0210
CAB PACKAGE, ULTRA	588-9091	RIDE CONTROL	556-5899	BKSSLIG80S - SGN02159	0P0096
HYDRAULICS, PERFORMANCE, (H3)	512-4319	BATTERY, EXTRA HD, DISC, 1000 CCA	568-5603	BKSSLGP80S - TGN00150	0P0096
HIGH FLOW XPS - 32 GPM(120 LPM)		REAR LIGHTS	356-6082	CPSSL305B - TGN00261	0P0096
DUAL SELF LEVEL		DOOR, CAB, POLYCARBONATE	539-8061	Kit, Watertank 42 gal	482-5132
RETURN TO DIG/WRKTL POSITIONER		SEAT BELT, 2"	542-6994	Packing, Kit	OP-4765
CONTROL, ISO, PROP, WT	512-4115	PRODUCT LINK, CELLULAR PL243	566-7115	Kit, Water Sprinkler	231-2591
POWERTRAIN, TWO SPEED	512-4178	TIRES, 12/16.5 CAT 10PR	185-8667		
LIGHTS, LED	495-1671	CERTIFICATION ARR, P65	563-1163		
ROPS, ENCLOSED WITH A/C (C3)	512-4195	INSTRUCTIONS, ANSI, USA	512-3741		
DISPLAY, ADVANCED, LCD, CAMERA	416-9265	SERIALIZED TECHNICAL MEDIA KIT	421-8926		
FAN, COOLING, DEMAND	486-6957	FILM, SELF LEVEL, ANSI	435-9238		
QUICK COUPLER, HYDRAULIC	512-3404	FILM, RIDE CONTROL, ANSI	422-3445		
SEAT, AIR SUSPENSION, CLOTH, HEAT	536-9738	HEATER, ENGINE COOLANT, 120V	345-3556		

TRADE-IN EQUIPMENT		SELL PRICE	\$71,889.00
MODEL: _____	YEAR: _____	EXT WARRANTY	\$2,146.00
PAYOUT TO: _____	AMOUNT: _____	SOURCEWELL DISCOUNT 21% OF LIST	(\$15,100.00)
MODEL: _____	YEAR: _____	80" CATERPILLAR GRAPPLE BUCKET	\$4,799.00
PAYOUT TO: _____	AMOUNT: _____	NET BALANCE DUE	\$63,734.00
MODEL: _____	YEAR: _____	CP305B COLD PLANER	\$15,700.00
PAYOUT TO: _____	AMOUNT: _____	PDI/FREIGHT TO CUSTOMER	\$925.00
MODEL: _____	YEAR: _____	WATER SPRAY TANK INSTALLED	\$3,125.00
PAYOUT TO: _____	AMOUNT: _____	PLUS ANY APPLICABLE TAXES	\$83,484.00

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

ACH Information:
 Bank = Wells Fargo NA
 ABA number 121000248
 Account number 4121956387
 Email remittance advice to ACHPMTS@foleyeq.com

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The customer acknowledges that he has received a copy of the Foley Equipment Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 Month 2000 Hour Premier Premier Warranty 60 MO / 2500 HR / w 28 MI RT / EP200310-007</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:</p>	
CSA:			

NOTES: Attached pricing based on Caterpillar/Sourcewell 2020 national pricing agreement

By checking this box, the assignment denoted in item No. 9 on the back of the contract applies. By checking this box, the assignment denoted in item No. 9 on the back of the contract does not apply.

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY	<u>John Pamperin</u>	APPROVED AND ACCEPTED ON	_____
	REPRESENTATIVE		CITY OF MISSION PUBLIC WORKS
	SALES MANAGER	BY	_____
		PURCHASER	_____

TERMS AND CONDITIONS

1. Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order, when accepted by Seller, shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, or governmental action, or any other causes beyond the control of the Seller, whether the same as or different from the matters and things hereinbefore enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the buyer under the terms hereof.
3. Unless the equipment is paid in full in cash at the time of delivery, Seller retains and Buyer hereby grants to Seller a purchase-money security interest in the equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Buyer shall execute a separate security agreement with Seller covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Buyer agrees to execute a note or other evidence of Buyer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Buyer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller's discretion, to perfect Seller's security interest in the Collateral, including but not limited to, any financing statements. Buyer hereby irrevocably appoints Seller its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Buyer's behalf, which power is coupled with an interest, and which power is delegable by Seller. Buyer acknowledges that Seller's signature or the signature of its delegate on such documents to be the same as Buyer's own for all purposes and with the present intent to authenticate the document. Buyer represents and warrants to Seller that (a) Buyer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Buyer, (c) this Agreement constitutes a valid obligation of Buyer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Seller in connection with this Agreement is and shall be true, correct, and complete; (e) the Buyer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this order, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this order; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this order; (f) Buyer's name set forth on the front of this Agreement is Buyer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this order. A breach by Buyer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the equipment hereunder, including but not limited to, failure to pay in full the amount owed for the equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein.
4. Unless Shipment is provided by Seller, the Seller's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment
5. The Buyer agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and Note or Notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the Seller is not bound by any representative or terms made by any agent relative to this transaction which are not embodied herein.
6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Buyer understands and agrees that Seller is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Buyer; Buyer is satisfied that the Equipment is suitable and fit for its intended purposes, including without limitation compliance with air quality or other environmental requirements. Buyer is solely responsible to know, understand, and comply with all requirements applicable to the jurisdictions where the Equipment will be used. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Seller in writing and executed by Seller's authorized representative, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR BUYER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF SELLER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF SELLER'S LIABILITY TO BUYER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY BUYER TO SELLER.
7. **Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.
8. If this equipment is being rented with an option to purchase, all service and repairs performed on this machine must be in accordance with the manufacturer's recommendation, using parts only from the manufacturer of this machine. Buyer agrees that Buyer is responsible to obtain all insurance coverage for equipment while it is being rented from seller. Buyer agrees to be bound by the terms of any rental agreement with the seller of the equipment in addition to terms of this agreement.
9. Notice is hereby given that Foley Equipment Company has assigned its rights under this sales contract to CATD Exchange Services, LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.
10. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Buyer's Initials _____

The Work Zone, Inc.
 1248 Taney St
 North Kansas City, MO 64116
 Phone: 816.471.2899 Fax: 816.471.2970

Quote

Date	Quote #
2/24/2020	3139

Customer
City of Mission email invoices

Rep	BRM	Quote valid for 30 days
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Quantity	Item Code	Description	Price	Total
1	A-1	Vermac Arrow Board 15 bulb led	3,900.00	3,900.00
1	A-2	Vermac Arrowboard - 25 Bulb led	4,550.00	4,550.00

Total	\$8,450.00
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City of Mission	Item Number:	7.
DISCUSSION ITEM SUMMARY	Date:	October 7, 2020
Administration/Public Works	From:	Celia Duran

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

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

DETAILS: At the February 5th and March 4th, 2020 Community Development Committee (CDC) meetings, there was discussion regarding the City’s current policy for shoveling sidewalks after a snowfall. The discussion included concerns regarding students walking to school on unshoveled sidewalks in residential areas, as well as uncleared sidewalks in some commercial locations. Staff was directed to provide further information regarding various options in advance of the 2020/2021 winter season.

Per Resolution No. 768 approved in 2010, Mission’s current policy states that “owners of property adjacent to public right-of-way or easement upon which a public sidewalk is located are encouraged to remove snow, ice and other debris therefrom.” Although property owners are encouraged to shovel, this resolution does not specifically **require** property owners to shovel sidewalks and there is no enforcement mechanism or associated fine schedule. The attached table shows policies from other cities in Johnson County and how they address this issue.

As shown in the table, as of March 2020, seven of sixteen cities in Johnson County have adopted policies that require property owners to shovel snow on sidewalks in public right-of-way adjacent to their property. The typical timeframe required to shovel snow is within 48 hours after a snowfall, although there are some variations in some of the cities.

In order to address Council concerns expressed earlier in the year, Staff recommends adoption of an ordinance that would require property owners to shovel sidewalks within 48 hours after the end of a snow storm. This would be incorporated into Chapter 220, Nuisances, of the Mission’s Municipal Code and has been drafted using the same general format and language.

Along with consideration of this proposed ordinance, Staff hopes to facilitate additional discussion and provide an opportunity for Council to review any other issues or questions related to snow removal policies and procedures including:

- Providing additional education to residents and business owners prior to the winter season to raise awareness of this policy;
- Assume more City responsibility for clearing sidewalks in specific locations.

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

City of Mission	Item Number:	7.
DISCUSSION ITEM SUMMARY	Date:	October 7, 2020
Administration/Public Works	From:	Celia Duran

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

With passage of an ordinance, staff is provided with opportunities to require private property owners (apartments, commercial properties) to complete the snow removal, thereby alleviating the need for the City to dedicate limited staff resources to this purpose.

Following the discussion, Staff will be looking for direction from Council whether to adopt the proposed ordinance or to recommend other actions (if any) to address this concern. If moving forward, the ordinance would be presented on the November 4, 2020 Community Development Committee meeting agenda.

CFAA IMPACTS/CONSIDERATIONS: Snow removal policies can assist in ensuring that sidewalks and trails are cleared in a timely manner to ensure access and safe walking conditions for residents of all ages and abilities.

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

RESOLUTION NO. 786

A RESOLUTION ESTABLISHING POLICY REGARDING SNOW AND ICE REMOVAL ON SIDEWALKS.

WHEREAS, previous ordinances regarding snow and ice removal on City sidewalks have proven difficult to enforce; and

WHEREAS, the severity, duration, and other factors regarding snow and ice storms contribute to the complexities of determining a "proper" time for snow and ice removal; and

WHEREAS, plowing and other street maintenance activities during snow and ice events may in fact contribute to snow and ice accumulations upon the sidewalks.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS:

SECTION 1. Owners of property adjacent to public right-of-way or easement upon which a public sidewalk is located are encouraged to remove snow, ice and other debris therefrom;

SECTION 2. The Public Works Department should make a concerted effort to keep trails and public sidewalks around schools clear of snow and ice in conjunction with any street snow removal actions.

SECTION 3. City Staff should make every effort to encourage citizens to shovel their sidewalks using standard and electronic media and outreach efforts, such as through the City's newsletter, webpage, and social networking presence.

ADOPTED by the Governing Body of the City of Mission, Kansas, this 17th day of February 2010.

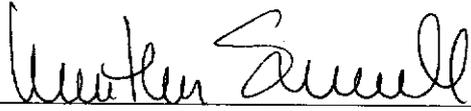
APPROVED by the Mayor, this 17th day of February, 2010.



LAURA McCONWELL, Mayor

(SEAL)

ATTEST:



Martha Sumrall, City Clerk

APPROVED AS TO FORM ONLY:



David Martin, City Attorney

CITY OF MISSION, KANSAS

ORDINANCE

AN ORDINANCE ADOPTING REQUIREMENTS FOR KEEPING PUBLIC SIDEWALKS FREE OF SNOW AND ICE BY ESTABLISHING ARTICLE V, SNOW AND ICE TO BE REMOVED, OF SECTION 220, NUISANCES, OF THE MISSION MUNICIPAL CODE.

WHEREAS, Sidewalks are an integral part of the City’s transportation network, providing a safe and efficient means by which pedestrians can walk around their neighborhood, go to and from school, or access other parts of the city; and

WHEREAS, In order to ensure that sidewalks remain passable during inclement weather conditions, the City Council adopted Resolution No. 786 on February 17, 2010 which states that “owners of property adjacent to public right-of-way or easement upon which a public sidewalk is located are *encouraged* (emphasis added) to remove snow, ice and other debris therefrom”; and

WHEREAS, The City council would now like to require that sidewalks be free of snow and ice within 48 hours after the end of a severe weather event;

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

Chapter 220. Nuisances

Article V. Snow and Ice to Be Removed.

Section 220.350 - Purpose.

The purpose of this Article is to establish requirements for removal of snow and ice on public sidewalks in order to protect the public health and welfare of the residents, and businesses of the City and to authorize the City to take certain actions to ensure that the intent and requirements of this Article are met.

Section 220.360 - Definitions.

PUBLIC SIDEWALK

Any sidewalk for use by the public.

Section 220.370 - Snow and Ice to Be Removed.

- A.** It shall be unlawful for any owner, agent, lessee, tenant or other person occupying or having charge or control of any property abutting public sidewalks to fail to take reasonable measures to remove all snow and ice from such sidewalks within forty eight (48) hours from the time that the snowfall or ice storm ceases.

- B. Furthermore, it shall be unlawful for any owner, agent, lessee, tenant or other person occupying or having charge or control of any property to place snow removed from said property upon any public street, alley or sidewalk.

Section 220.380 – Public Officer – Notice To Remove.

A. Courtesy Notice. The City Administrator, or his/her designee, is hereby designated as the “Public Officer” and shall be charged with the administration and enforcement of this Article. The Public Officer, or an authorized assistant, shall notify in writing the owner, occupant or agent in charge of any property in the City adjacent to public sidewalks with snow and ice in violation of this Article, by mail, by personal service, or by posting Notice on the front door. The first notice will be sent as a courtesy and no fee or assessment will be charged. This courtesy notice will inform the owner, occupant or agent in charge of the property of the requirements to remove snow and ice from public sidewalks within 24 hours from the time that the snowfall or ice storm ceases. Only one courtesy notice each winter season shall be required.

B. Enforcement Notice. An enforcement notice may be issued following the courtesy notice. Such Notice shall include the following:

The second notice shall, as a minimum, include the following:

1. The owner, occupant or agent in charge of the property is in violation of the City snow and ice removal law on public sidewalks;
2. The owner, occupant or agent in charge of the property is ordered to remove snow and ice within 24 hours of the receipt of notice unless it has already melted due to weather temperatures.
3. The owner, occupant or agent in charge of the property may request a hearing before the Governing Body or its designated representative within five (5) days of the notice to contest any nuisance fee or special assessment. This does not apply to a Citation issued in Municipal Court or decision of the Municipal Judge;
4. If the owner, occupant or agent in charge of the property does not remove the snow and ice on public sidewalks to the satisfaction of the Public Officer, the City or its authorized agent will remove the snow and ice and assess the cost of this removal, including a reasonable administrative fee, against the owner, occupant, or agent in charge of the property and at the option of the Public Officer will:
 - a. Assess a nuisance fee in an amount not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00); and/or,

- b. Issue a citation to appear in the Municipal Court of the City;
5. The owner, occupant or agent in charge of the property will be given an opportunity to pay the assessments and, if it is not paid, the assessments will be added to the property tax as a special assessment;
6. No further notice shall be given prior to snow and ice removal during the calendar year;
7. The owner, occupant or agent in charge of the property shall contact the Public Officer if there are any questions regarding the order.

If there is a change in the recorded owner of title to the property subsequent to the giving of notice prior to Subsection, the City may not recover any costs or levy an assessment for the costs incurred by the removal of snow or ice on public sidewalks adjacent to such property unless the new recorded owner of title to such property has been provided notice as required by this Section.

Section 220.390 Abatement – Nuisance Fee – Assessment of Costs.

- A. Upon the expiration of 24 hours after receipt of an Enforcement Notice required by Section 220.380; and in the event that the owner, occupant or agent in charge of the premises shall neglect or fail to comply with the requirements of Section 220.360, the City or its authorized agent shall cause the snow or ice to be removed and assess the cost of removal, including a reasonable administrative fee, against the owner, occupant or agent in charge of the property and, at the option of the Public Officer, will:
 1. Assess a nuisance fee in an amount not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00); and/or
 2. Issue a citation to appear in the Municipal Court of the City against the owner, occupant or agent in charge of the property.
- B. The Public Officer or his/her authorized agent shall give notice to the owner, occupant or agent in charge of the premises by mail of the costs of the nuisance fee and the costs of the abatement of the nuisance, if applicable. The notice shall state the payment of the costs is due and payable within thirty (30) days following issuance of the notice.
- C. If the costs of the nuisance fee or of removal or abatement costs remain unpaid after thirty (30) days following issuance of the notice, a record of the costs of such nuisance fee or the costs of the removal shall be certified to the City Clerk who shall cause such costs to be assessed against the particular lot or piece of land in front of or abutting the sidewalk on which such snow or ice was so removed. The City Clerk shall certify the assessment to the County Clerk at the

time other special assessments are certified for spreading on the tax rolls of the County.

Section 220.400 Failure to Comply –Penalty.

- A.** Upon conviction of the owner, occupant or agent in charge of the property by the Municipal Court of the City of any provisions of this Article, such owner, occupant or agent in charge of the property shall be fined an amount according Section 100.100 General Penalty as follows:

Whenever any offense is declared by any provision of this Code, absent a specific or unique punishment prescribed, the offender shall be punished in accordance with this Section:

1. A fine of 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.

- B.** Whenever any provision of this Code declares that each day of violation of a Code Section constitutes a separate offense, each day shall be deemed ended at 6:00 P.M. on the day following the original or previous offense.



Community Development Department
6090 Woodson Rd
Mission, KS 66202

MEMORANDUM

Date: April 3, 2020

To: Brian Scott, Assistant City Administrator

From: Celia Duran, Public Works Director; Jim Brown, Building Official

Subject: Proposed Snow Removal Policy

In response to City Council concerns regarding snow removal from sidewalks after a winter storm event and in keeping with the focus of providing a Community for All Ages, staff recognizes the need to maintain a walkable and pedestrian friendly neighborhood regardless of the season or associated weather related conditions.

Therefore, staff has prepared the following draft of a proposed “new” code section for the Council’s review and discussion going forward.

Chapter 220. Nuisances

Article V. Snow and Ice to Be Removed.

Section 220.350 Purpose.

The purpose of this Article is to establish requirements for removal of snow and ice on public sidewalks located within the right-of-way in order to protect the public health and welfare of the residents and businesses of the City and to authorize the City to take certain actions to ensure that the intent and requirements of this Article are met.

Section 220.360 Snow and Ice to Be Removed.

It shall be unlawful for any owner, agent, lessee, tenant or other person occupying or having charge or control of any premises abutting upon public sidewalks located within the right-of way to fail to take reasonable measures to remove all snow and ice from such sidewalks within forty eight (48) hours from the time that the snowfall or ice storm ceases.

It shall be unlawful for any owner, agent, lessee, tenant or other person occupying or having charge or control of any premises to place snow removed from private property upon any public street, alley or sidewalk.

Section 220.370 Definitions

PUBLIC SIDEWALK

Any sidewalk located within the platted street right-of-way.

Section 220.380 Public Officer – Notice To Remove.

A. The City Administrator or his/her designee is hereby designated as the “Public Officer” and shall be charged with the administration and enforcement of this Article. The Public Officer or an authorized assistant shall notify in writing the owner, occupant or agent in charge of any premises in the City adjacent to public sidewalks with snow and ice in violation of this Article, by mail or by personal service, a maximum of twice per snow season. The first notice will be sent as a courtesy and no fee or assessment will be charged. Following this courtesy notice, the Public Officer or an authorized assistant will inform the owner, occupant or agent in charge of the property of the requirements to remove snow and ice from public sidewalks within 48 hours from the time that the snowfall or ice storm ceases.

The Public Officer will have the option to notify the owner, occupant or agent in charge of the property to remove snow and ice within five (5) days of the receipt of notice or abate the nuisance and charge a nuisance fee. Such notice shall, as a minimum, include the following:

1. The owner, occupant or agent in charge of the property is in violation of the City snow and ice removal law on public sidewalks;
2. The owner, occupant or agent in charge of the property is ordered to remove snow and ice within five (5) days of the receipt of notice unless it has already melted due to weather temperatures.
3. The owner, occupant or agent in charge of the property may request a hearing before the Governing Body or its designated representative within five (5) days of the notice;
4. If the owner, occupant or agent in charge of the property does not remove the snow and ice on public sidewalks to the satisfaction of the Public Officer, the City or its authorized agent will remove the snow and ice and assess the cost of this removal, including a reasonable administrative fee, against the owner, occupant, or agent in charge of the property and at the option of the Public Officer will:
 - a. Assess a nuisance fee in an amount not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00); and/or
 - b. Issue a citation to appear in the Municipal Court of the City;
5. The owner, occupant or agent in charge of the property will be given an opportunity to pay the assessments and, if it is not paid, the assessments will be added to the property tax as a special assessment;
6. No further notice shall be given prior to snow and ice removal during the calendar year;

7. The owner, occupant or agent in charge of the property shall contact the Public Officer if there are any questions regarding the order.

If there is a change in the recorded owner of title to the property subsequent to the giving of notice prior to Subsection, the City may not recover any costs or levy an assessment for the costs incurred by the removal of snow or ice on public sidewalks adjacent to such property unless the new recorded owner of title to such property has been provided notice as required by this Section.

Section 220.390 Abatement – Nuisance Fee – Assessment of Costs.

A. Only one (1) notice required by Section 220.380 need be given to the owner, occupant or agent in charge of the property per the winter season (in addition to the one time courtesy notice). Following such notice, the Public Officer may take such actions as are authorized by this Section at any time or times during the snow season.

B. Upon the expiration of five (5) days after receipt of the notice required by Section 220.380, and in the event that the owner, occupant or agent in charge of the premises shall neglect or fail to comply with the requirements of Section 220.360, the City or its authorized agent shall cause the snow or ice to be removed and assess the cost of removal, including a reasonable administrative fee, against the owner, occupant or agent in charge of the property and, at the option of the Public Officer, will:

1. Assess a nuisance fee in an amount not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00); and/or
2. Issue a citation to appear in the Municipal Court of the City against the owner, occupant or agent in charge of the property.

C. The Public Officer or his/her authorized agent shall give notice to the owner, occupant or agent in charge of the premises by mail of the costs of the nuisance fee and the costs of the abatement of the nuisance, if applicable. The notice shall state the payment of the costs is due and payable within thirty (30) days following issuance of the notice.

D. If the costs of the nuisance fee or of removal or abatement costs remain unpaid after thirty (30) days following issuance of the notice, a record of the costs of such nuisance fee or the costs of the removal shall be certified to the City Clerk who shall cause such costs to be assessed against the particular lot or piece of land in front of or abutting the sidewalk on which such snow or ice was so removed. The City Clerk shall certify the assessment to the County Clerk at the time other special assessments are certified for spreading on the tax rolls of the County.

Section 220.400 Failure to Comply –Penalty.

A. Upon conviction of the owner, occupant or agent in charge of the property by the Municipal Court of the City of any provisions of this Article, such owner, occupant or agent in charge of the property shall be fined an amount according Section 100.100 General Penalty as follows:

Whenever any offense is declared by any provision of this Code, absent a specific or unique punishment prescribed, the offender shall be punished in accordance with this Section:

1. A fine of 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.

B. Whenever any provision of this Code declares that each day of violation of a Code Section constitutes a separate offense, each day shall be deemed ended at 6:00 P.M. on the day following the original or previous offense.

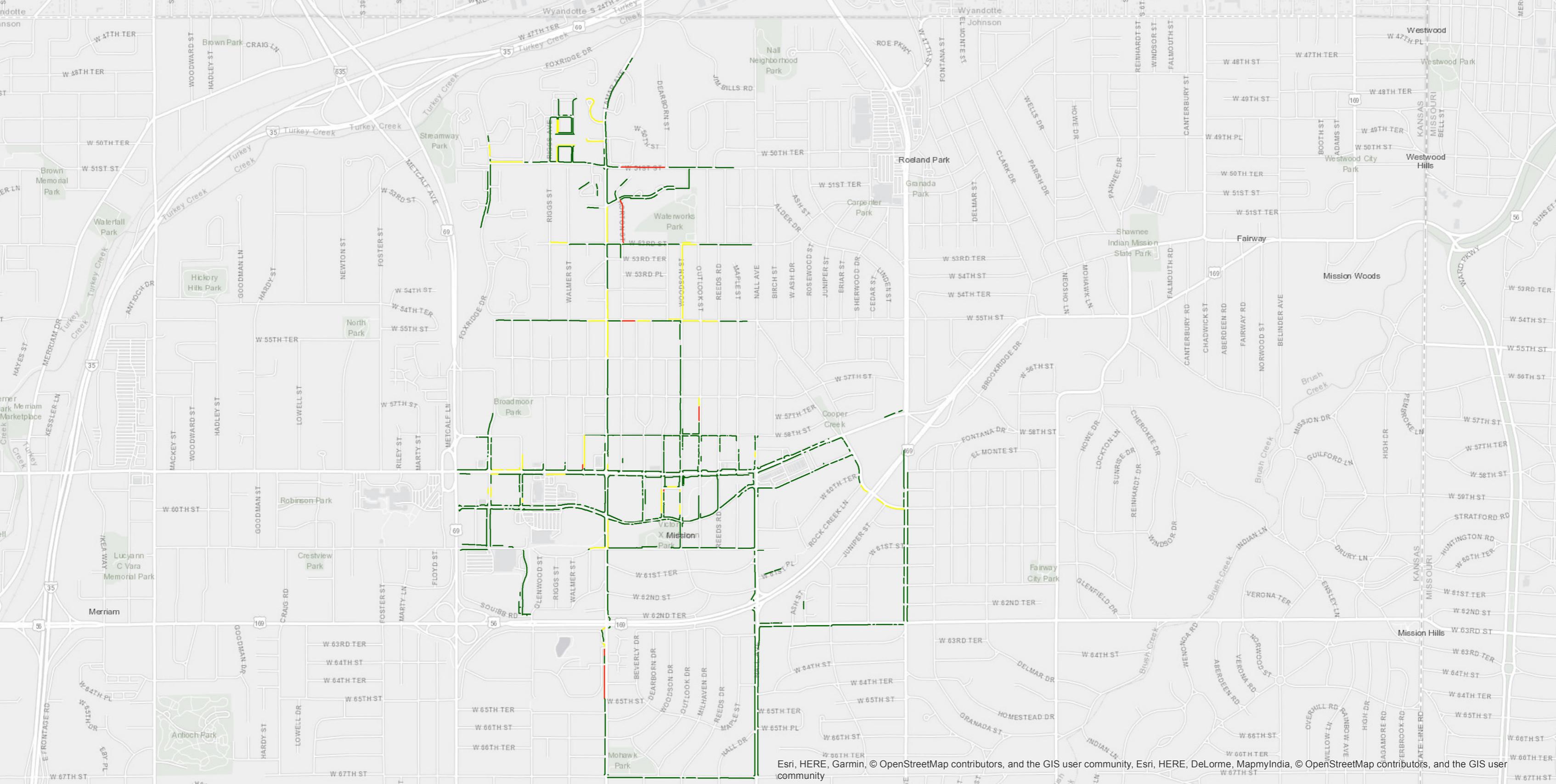
Summary:

- This proposed code section does reflect compliance with the requirements of KSA Chapter 12, Article 16 to assure due process for notifications of violations and subsequent abatement. (KSA 12-1617f)
- The existing penalty provisions within the current code are inconsistent. (Sections 100.100; 220.060; 220.170; 500.018; 500.101). Staff recommends the inclusion of Section 100.100 to serve for all nuisance penalties in order to provide consistency.
- The inclusion of Section 100.100 will allow complete discretion by the public officer, city prosecutor and municipal judge as to the applicable fine and punishment. For example, for a first time offender, a \$100 fine and no imprisonment will typically be recommended. Repeat/habitual offenders will receive a recommendation for a much stricter fine and/or imprisonment.

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

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

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



City of Mission	Item Number:	8.
DISCUSSION ITEM SUMMARY	Date:	October 7, 2020
Parks & Recreation	From:	Penn Almoney

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

RE: Regional Wayfinding Standard

DETAILS: The Kansas City Area Transportation Authority, several local jurisdictions, and MARC worked together on *Connecting Our Region: Kansas City's Regional Wayfinding Plan* which was part of the Planning Sustainable Places project. Individual surveys, events, public meetings, various stakeholder engagement presentations and in-person interviews informed the design committee.

The Planning Sustainable Places project worked to create an inclusive signage plan that enhances the visitor experience and fits the needs of bicyclists, pedestrians and transit users across the metro area. The goal was to develop a system that helps users find logical and safe connections between key destinations and commercial districts in the region. A full copy of the plan can be found here:

<https://www.marc.org/Transportation/Plans-Studies/Biking-Walking/Regional-Wayfinding-Plan>

Staff shared this plan with the Parks, Recreation and Tree Commission to solicit feedback, discuss important wayfinding locations and gather a recommendation on the first two intersections for potential implementation. Discussion surrounds wayfinding branding and how this proposed wayfinding signage transitions to and through strategic locations in Mission.

Consideration should be given to the intent to connect the region and create a seamless transition from one city to another. This is especially important to trail users, tourists, and transit patrons. An example of how Overland Park has adopted one portion of the wayfinding plan and how that integrates with their overall signage and wayfinding goal is included below. Consideration should also be given to a long-term funding plan wherein a specific dollar amount is authorized each year for additional signage. The Transient Guest Tax revenues could be a potential source along with Federal or local matching-grant opportunities.

Staff is recommending coordinating intent with neighboring municipalities and the Mid-America Regional Council (MARC) in conjunction with soliciting bids for the creation and installation of two wayfinding signs at the intersections of Johnson Drive/ Lamar Avenue and Shawnee Mission Parkway/ Lamar Avenue.

CFAA IMPACTS/CONSIDERATIONS: The City prioritizes safety in parks and neighborhoods. Proper signage and communication is a part of that effort.

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



mission
PARKS + RECREATION

Regional Wayfinding Standard

Community Development Committee - October 7, 2020

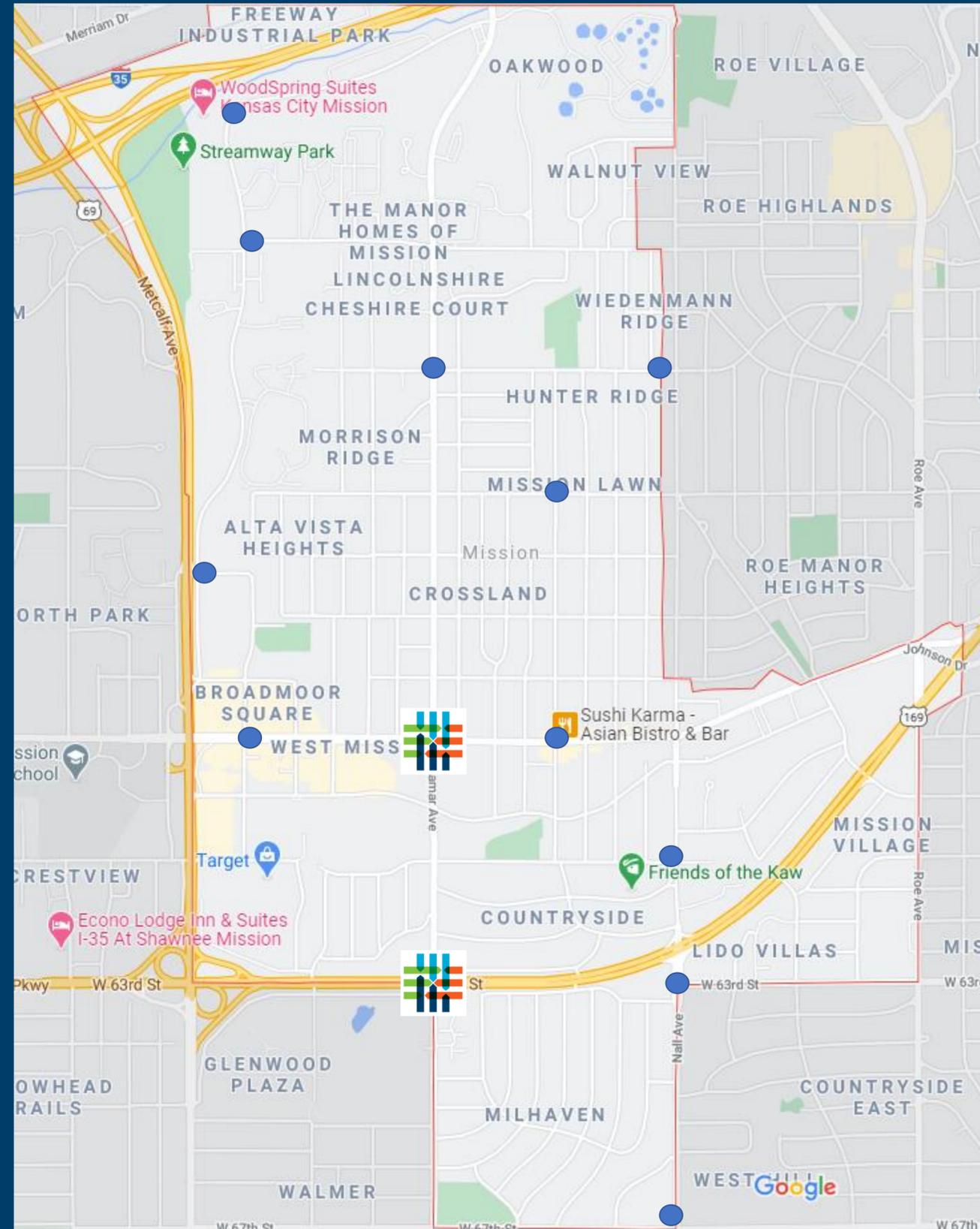
Key Locations

 Johnson & Lamar

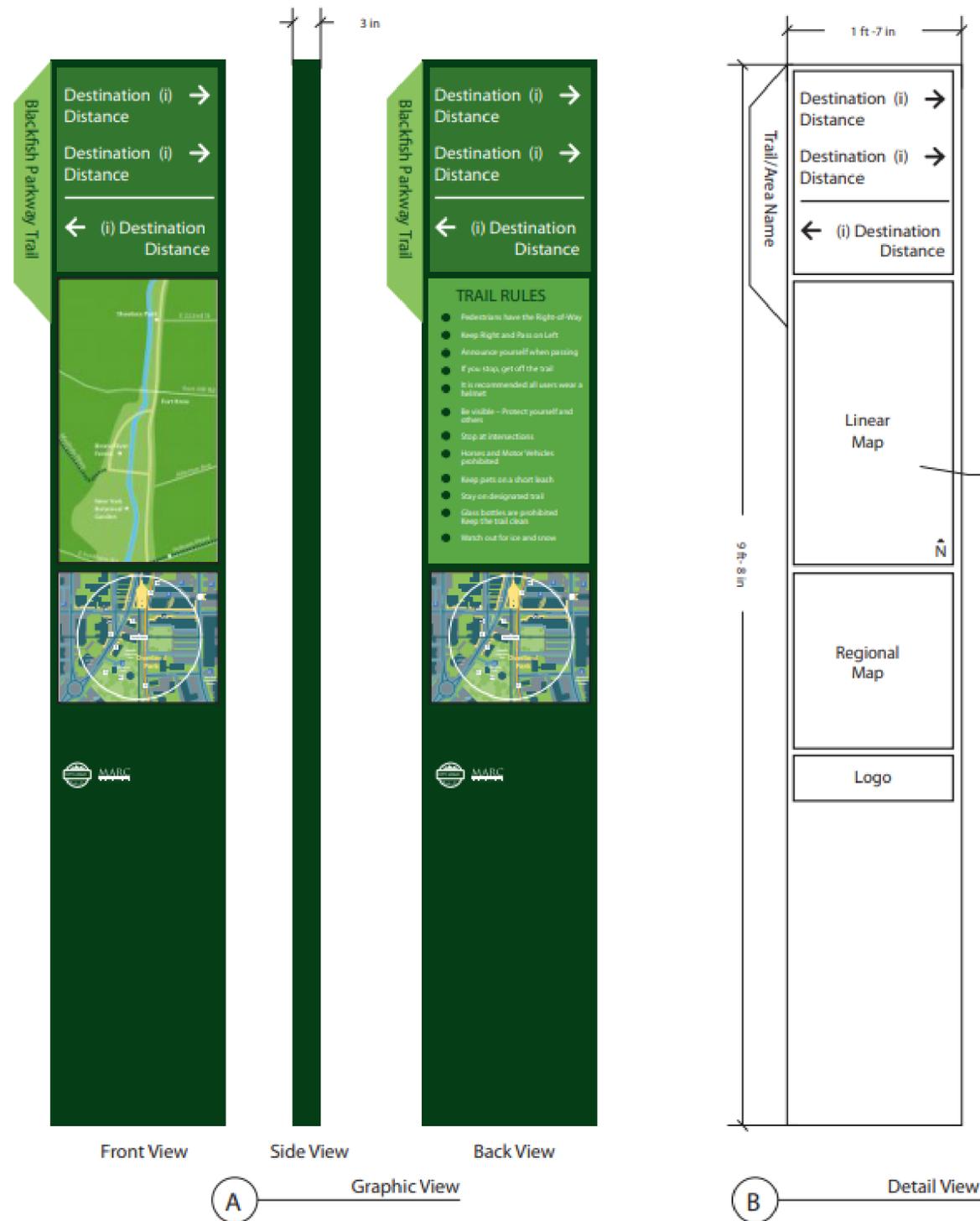
 S/M Pkwy & Lamar



mission
PARKS + RECREATION



Information v2- Design Concept C2



Integrate

- Destinations
- Bike or Pedestrian Routes
- Transit Routes
- Regional Map or Attractions
- Mobile APP or Website



