



COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, FEBRUARY 1, 2023 at 6:30 p.m.

MISSION CITY HALL

6090 WOODSON

Meeting In Person and Virtually via Zoom

This meeting will be held in person at the time and date shown above. In consideration of the COVID-19 social distancing recommendations, this meeting will also be available virtually via Zoom (<https://zoom.us/join>). Information will be posted, prior to the meeting, on how to join at <https://www.missionks.org/calendar.aspx>. Please contact the Administrative Offices, 913-676-8350, with any questions or concerns.

PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

1. Sustainability Commission Update – Emily Randel ([page 4](#))

Members of the City of Mission Sustainability Commission will present a review of work completed in 2022 and goals for 2023.

ACTION ITEMS

2. Acceptance of the January 11, 2023 Community Development Committee Minutes – Robyn Fulks ([page 6](#))

Draft minutes of the January 11, 2023 Community Development Committee meeting are included for review and acceptance.

3. MFAC Slide 1 Restoration – Penn Almoney ([page 13](#))

The Mission Family Aquatic Center has two outdoor slides that are used daily during the summer for recreational swimming and rentals. The slides are waxed annually, but require more comprehensive restoration every 5-7 years. The orange slide is currently due for that restoration. Staff received four bids for the project and the proposal from Blast It Clean has been determined to be the lowest and most responsive bid. Staff recommends approval of a contract with Blast It Clean in an amount not to exceed \$24,500 to be paid from Parks + Recreation Sales Tax Fund. The slide restoration was approved as part of the 2023 Parks + Recreation CIP budget. The work will be completed in early Spring in preparation for the 2023 outdoor pool season.

4. Mohawk Park Phase 2 Final Design – Penn Almoney ([page 22](#))

Phase 1 construction on Mohawk Park began in late September 2022 and is scheduled to complete in April 2023 using Parks + Recreation Sales Tax revenues and a Land and Water Conservation Fund grant award of \$394,560. Phase 2 of Mohawk Park involves completing the perimeter trail system, adding a new ADA/all-abilities accessible playground, pickleball/basketball pad, parallel parking along the eastern edge and final landscaping and grading. The next step in moving to construction involves completing the phase 2 final design and developing construction documents for bidding. Staff recommends a contract with Confluence for an amount not to exceed \$125,000 to be paid from Parks + Recreation Sales Tax funds.

5. Operation Green Light (OGL) Cooperative Agreement with the Mid-America Regional Council (MARC) – Celia Duran ([page 30](#))

OGL is a regional arterial traffic signal coordination system managed by MARC. Member agencies include Mission, who has participated in OGL since 2010, as well as 26 agencies located throughout the bi-state area. This Cooperative Agreement identifies the responsibilities of all parties, such as cost sharing and sharing of information. Mission's share of the cost is \$8,800 per year for OGL services for traffic signals on Shawnee Mission Parkway at Roeland Drive, Nall Ave, and Lamar Ave.

6. MOU with MARC for Stormwater Guidelines Update – Celia Duran ([page 50](#))

The American Public Works Association (APWA) - Kansas City Chapter adopted significant updates to regional engineering standards and criteria (APWA 5600) in 2005, with updates in 2010 and 2012. The majority of local governments in the Kansas City metropolitan area, including the City of Mission, have previously adopted these standards and tailored them to meet local needs and opportunities. These standards are in the process of being updated and this MOU identifies funding and project management responsibilities for each party. The total cost of the project is \$790,400 with Mission contributing \$5,000.

DISCUSSION ITEMS

7. Short-Term Rental Property Discussion – Laura Smith/Brian Scott ([page 54](#))

Short-term residential property rentals is a topic garnering more attention at the local, regional and national level, and an issue that has been raised during various Council retreats and discussion over the last couple of years. Staff has been working to collect information on the status of short-term rentals in Mission in order to facilitate a formal discussion with the Governing Body on this issue.

OTHER

8. Department Updates - Laura Smith

Ben Chociej, Chairperson
Lea Loudon, Vice-Chairperson
Mission City Hall, 6090 Woodson St
913.676.8350

City of Mission	Item Number:	1
INFORMATIONAL ITEM	Date:	February 1, 2023
ADMINISTRATION	From:	Emily Randel

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

RE: Sustainability Commission Update

DETAILS: Members of the Sustainability Commission will present an overview of accomplishments from 2022 and a review of goals in 2023.

The Sustainability Commission held a retreat in late September 2021 and developed the plan document that is included in the meeting packet. It includes the group's revised vision and mission statements and guiding principles as well as five key goals:

1. Partner with the City Council and Board and Commissions to center sustainability and achieve the goals of the Climate Action KC Regional Climate Action Plan.
2. Make Mission a resilient and welcoming community where people want to visit, work, live and age in place.
3. Make Mission a responsible steward of our natural resources and be a good neighbor in our corner of the planet.
4. Educate residents about sustainability goals and practices and empower individual action.
5. Partner with local businesses to advance sustainability goals.

Members of the Commission will present progress on those goals achieved in 2022 and plans for further progress in 2023.

CFAA CONSIDERATIONS/IMPACTS: The Sustainability Commission serves as the key steward of Mission's Communities for All Ages. Members of the Commission have reviewed the entire Communities for All Ages checklist and have applied the Communities for All Ages lens while developing their own future goals.

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

Mission Sustainability Commission



OUR VISION

A prosperous and sustainable community for all.



OUR MISSION

The Sustainability Commission advises the City Council and advocates for sustainable policies and practices impacting the natural environment, the economy and the community.



GUIDING PRINCIPLES

As we do our work, we will (1) be purposeful in seeking and elevating underrepresented voices and (2) continuously assess our capacity to achieve our goals.



GOALS FOR 2022 & 2023

1

Partner with the City Council and Board and Commissions to center sustainability and achieve the goals of the Climate Action KC Regional Climate Action Plan.

2

Make Mission a resilient and welcoming community where people want to visit, work, live and age in place.

3

Make Mission a responsible steward of our natural resources and be a good neighbor in our corner of the planet.

4

Educate residents about sustainability goals and practices and empower individual action.

5

Partner with local businesses to advance sustainability goals.

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	February 1, 2023
Administration	From:	Robyn Fulks

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

RE: January 11, 2023 Community Development Committee minutes.

RECOMMENDATION: Review and accept the January 11, 2023 minutes of the Community Development Committee.

DETAILS: Minutes of the January 11, 2023 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

January 11, 2023

The Mission Community Development Committee met at the Powell Community Center and virtually via ZOOM on Wednesday, January 11, 2023. The following Committee members were present: Ken Davis, Trent Boultinghouse, Mary Ryherd, Debbie Kring, Lea Loudon and Mayor Flora. Councilmember Chociejski attended via Zoom. Councilmember Thomas and Councilmember Inman were absent. Councilmember Loudon called the meeting to order at 6:30 p.m.

The following staff were present: City Administrator Laura Smith, Deputy City Administrator Brian Scott, Assistant City Administrator Emily Randel, City Clerk Robyn Fulks, Public Works Director Celia Duran, Public Works Superintendent Brent Morton, Parks and Recreation Director Penn Almoney, City Planner Karie Kneller and Chief Dan Madden.

Revised Agenda

The Council considered a revised agenda presented by City Administrator Laura Smith. Ms. Smith explained that the need for a revised agenda arose due to the need for a capital equipment purchase for the Public Works Department.

Moved by Davis, seconded by Boultinghouse to approve the January 11, 2023 Community Development Committee meeting Agenda as revised. Voting AYE: Boultinghouse, Davis, Loudon, Chociejski, Ryherd and Kring. **Motion Carried.**

Public Comments

Councilmember Loudon reminded the public they can participate via the chat feature on Zoom. All comments would be visible to the group.

There were no public comments.

Public Presentations/Informational Items

There were no public presentations.

Action Items

Acceptance of the December 14, 2022 Community Development

Committee Minutes

Minutes of the December 14, 2022 Community Development Committee were provided to the Committee.

Councilmember Davis recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

Acceptance of Permanent Sidewalk and Utility Easement Along 61st Street Between Broadmoor and Barkley (North of Target Department Store)

Public Works Director Celia Duran explained that in the course of improvements done recently by Target in the parking lot for an improved grocery pickup area and landscaping, Staff requested that a sidewalk be included on the north side of 61st Street, adjacent to the Target property. The sidewalk has been installed and Staff has asked for an easement to allow the City to maintain and access the sidewalk in the future. Upon approval, the easement will be recorded with the County.

Councilmember Davis recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

Planning Sustainable Places Program Agreement

City Planner Karie Kneller presented the third action item of the evening, a proposed agreement with the Mid America Regional Council (MARC) for their Planning Sustainable Places grant program. Ms. Kneller explained that the project is Federally funded for disbursement for all jurisdictions in MARCs region. This is the sixth round of funding, which is allocated every two years. The program funds three types of projects including planning studies, development studies and implementation activities, all of which build upon one another. The City was awarded a grant in June for a project development study, for the Rock Creek corridor from Martway north to Johnson Drive, and from Roeland Drive west to Woodson Street.

Ms. Kneller explained that the development study was most appropriate because of the planning working including the Rock Creek redevelopment plan and the East Gateway redevelopment plan that had previously been completed. She explained that the proposal for STP funding outlined for Staff to study west of

the previous plans, allowing for an evaluation of the entire trail/creek corridor. Ms. Kneller listed the scope of components including improved trail components, green infrastructure to help mitigate flooding, alternative energy solutions, art installations and equipment, and universal design and complete streets elements on Martway. She also reviewed that after the City was awarded the grant, Staff worked with MARC to write a request for proposals, which were received last week. Interviews will be held with a selection committee the first week of February, and work is scheduled to begin in March with a completion date of August, 2023. She also mentioned that there is potential, in two years, for this project to parlay into an implementation grant submission. At that time funding will be available to take what is learned to develop a budget and process for implementation. The PSP Grant was awarded in the amount of \$100,000 with \$80,000 in federal STP funds and a \$20,000 match provided by the City.

Ms. Kneller also advised that not since there were not enough project submitted for funding on the Kansas side in the first grant round, a second grant phase has been announced. The additional funding will also require a 20% match, and Staff will be working on a second grant submission for consideration of funding for a bike/pedestrian plan.

Councilmember Boultinghouse recommended this agreement forwarded to the City Council for approval. All on the committee agreed, and this item will be on the regular agenda.

Final Design of Water Works Park Improvements

Parks and Recreation Director Penn Almoney presented a recommendation for contracting with Stantec for the final design of Water Works Park. In October of 2022, a Capital Improvement Plan was approved by the City Council, which included improvements at Water Works Park. The improvements will include a pavilion shelter and restrooms in conformance with the conceptual designs that have been reviewed by the public, Council and the Parks, Recreation and Tree Commission over the last two years.

In order to move to implementation, the City needs to contract for final design and development of construction documents for bidding. The documentation will have specifics such as engineering, utility placement and updated cost estimates. Mr. Almoney shared that an RFQ was published November 10, with responses due by December 8. Three firms responded, and interviews were

conducted by Mr. Almoney and Assistant City Administrator Emily Randel. Based on the criteria established in the RFQ, Stantec had both the highest cumulative score and was the lowest cost option. They are a local company that works nationwide and employ technological efficiencies to keep projects on pace and have experience working with local government entities.

If the contract is approved, Stantec will begin work in February with the design development stage lasting through May. Construction documentation work will begin in May and go through August, with bids reviewed and construction to begin in the winter of 2023. Stantec believes they will be able to bring the conceptual design and all amenities within the \$1.5 million budget, including the design contract fees under consideration this evening. Mr. Almoney reported that Staff recommends approval of a final design contract for Water Works Park with Stantec in an amount not to exceed \$142,000.00. The costs will be paid for by the Parks & Recreation sales tax as well as revenues from the 2022A bonds.

Councilmember Davis asked who had completed the design for Mohawk Park. Mr. Almoney responded that Confluence did all of the park conceptual designs with SFS architects completing the final designs and bid package for Mohawk Park.

Councilmember Boultinghouse asked how much of the work Confluence has already done will Stantec incorporate into their designs. Mr. Almoney responded that he and Ms. Randel asked that question as well as there was a lot of buy-in and support for the conceptual design of Water Works Park and he plans to lean heavily on that. Stantec has validated those feelings of bringing in as much of the conceptual design as possible and want to deliver that as well.

Councilmember Davis recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the regular agenda.

2023 Public Works Capital Equipment Purchase

Public Works Superintendent Brent Morton presented the final action item of the evening. As part of the 2023 capital equipment purchases, a new F-450 truck to replace truck number 401, which is a year behind in replacement, was approved. Ford has only allocated one truck purchase for the City this year due to supply chain delays from distributors. Staff was recently advised that Ford

has given an order deadline of January 13, 2023 in order for vehicles to be delivered in this calendar year, thus the need for moving this item forward quickly.

The budget for the replacement of the truck and related equipment is \$90,000.00. The bid from Shawnee Mission Ford was the lowest and best bid in the amount of \$63,340 for the truck only. The equipment used on the truck will be brought forward in the future for Council approval. Mr. Morton reported that once this truck is replaced, all Public Works equipment will be on the correct replacement schedule. Mr. Morton shared that if the Council supports purchase of this item, Ms. Smith will approve the purchase order and the expense will be ratified by resolution at the January 18, 2023 council meeting. Mr. Morton also recommended that the truck this one is replacing be auctioned off with proceeds going to the equipment replacement fund.

Councilmember Davis recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

Ms. Smith also clarified for the Council, due to the nature of the timeline of this item, that because of supply chain issues she will sign the purchase order as long as there is consensus from the Committee. A resolution to ratify the expense will be on the regular agenda at the City Council meeting on January 18, 2023. The Council acknowledged their support for the City Administrator to execute the purchase order with Shawnee Mission Ford prior to January 13, 2023.

Discussion Items

There were no discussion items on the agenda.

OTHER

Department Updates

Mr. Almoney shared with the Committee that the community center pool deck resurfacing has been completed. The resurfacing has made maintenance and cleaning of the deck much easier, and the space looks great. He also shared that the locker room flooring replacement has been completed, and patrons are excited about the new flooring. It is also easier on the maintenance side.

Finally, he shared that the north entrance to the community center will be staffed in the next week and a half or so and reopened to the public to meet increased patron demand at the center.

Councilmember Kring asked Mr. Almoney for an update as to the work being done at Mohawk Park, as there hasn't been any work done there for the last couple of weeks.

Mr. Almoney reviewed that a lot of work was front-loaded by the contractor leading up to the winter holidays. Currently they are waiting on the restroom block and steel for the building and shelter to come in. The restroom block is scheduled to be delivered closer to the end of February, and the steel delivery is at least two months out.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 6:52 p.m.

Respectfully submitted,

Robyn L. Fulks, City Clerk

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	February 1, 2023
Parks + Recreation	From:	Penn Almoney

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

RE: Mission Family Aquatic Center (MFAC) Slide Restoration

RECOMMENDATION: Approve a contract with Blast It Clean in an amount not to exceed \$24,500 to restore the gel coat surfacing and apply an exterior coating for Slide 1 (orange slide) at the Mission Family Aquatic Center.

DETAILS: There are two outdoor slides at the MFAC that are used for recreational swimming, rentals and events. Slide 1 (orange slide) is original to the MFAC renovation in 2014 and requires annual waxing of the interior surface to protect it from sliding friction, water, UV and chemical exposure. Depending on frequency of use and weather extremes, water slides require more extensive surface restoration on average every 5-7 yearsover time as:

- Fiberglass laminate loses areas of protective gel coat
- Seams fall out of alignment
- Surface blistering or hairline cracks form
- Weathering occurs due to exposure to UV and chemicals

The restoration for Slide 1 was scheduled in the 2019 CIP but deferred through effective preventive maintenance and cost management during closures/modified hours of operation resulting from the COVID-19 pandemic. This will be the first gel coat renovation since the slide's original installation. The slide has endured patron use and weather conditions well. There are a few deficiencies typical of a slide this age, but nothing requiring enhanced refurbishment. Four bids were submitted to staff in January 2023. Blast It Clean was determined to be the lowest and most responsive bidder. The bid results are shown in the table below:

FIRM	TOTAL BID
Blast It Clean	\$24,500
Slide Rite Restoration Surfaces	\$26,234
Safe Slide Restoration	\$40,099

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$25,000

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	February 1, 2023
Parks + Recreation	From:	Penn Almoney

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

Baynum Amusement Solutions	\$48,510
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The warranties offered by Blast It Clean include:

- 2 year warranty on the interior coating for adhesion
- 5 year warranty on the exterior repairs and painting

The slide restoration project was approved in the 2023 Budget as part of the 2023-2027 Parks + Recreation Capital Improvement Plan. The proposed scope of work is detailed in the attached quote from Blast It Clean.

Staff recommends approval of the restoration contract with Blast It Clean in an amount not to exceed \$24,500 with funding from the Parks + Recreation Sales Tax Fund. Upon contract approval, the restoration work will be scheduled in early spring prior to the opening of the Mission Family Aquatic Center's for the 2023 swim season.

CFAA CONSIDERATIONS/IMPACTS: The city maintains its public amenities to meet the needs of residents of all ages and consider the safety of patrons accessing and enjoying the indoor aquatic slide.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$25,000



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

SUBMITTED TO Penn Almoney	PHONE 9137220697	CELL PHONE 913-722-8210	DATE 12 / 13 / 2022
CUSTOMER City of Mission, KS	COMPANY ADDRESS 6090 Woodson Road Mission KS 66202	E-MAIL ADDRESS palmoney@missionks.org	
JOB CONTACT PERSON Penn Almoney	JOB SITE ADDRESS 5930 W 61st St, Mission Kansas, 66202	JOB NAME City of Mission, KS - Painting Slides & Pool	

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

Object and Area to be Cleaned/Stripped:

The Scope of this project is complete 3 phases of work.

Scope 1- Restore main slide at the exterior Located 5930 W 61st St, Mission Kansas, 66202

Gel Coat - Interior:

Complete fiberglass repairs in slide path (if needed) Repairs will be done with vinyl-ester resin
Prepare interior ride path for Gel Coat
Refinish interior of slide with Gel Coat
Premium Gel Coat will be used (Gel Coat is typically applied to spec at 20-40 mils DFT
Recaulk all seams in order to minimize leaking of the slide. Premium water proof Caulking will be used

Paint - Exterior:

Power Wash Exterior of the slide using chemicals to remove oxidation as well calcium build up
Prime-coat bare areas as needed
Paint exterior with Poly - Siloxane Paint
Colors to be selected by client

Estimated Cost to complete scope of work \$24,500.00

Scope 2- Repaint lap pool and Kiddy pool Located 5930 W 61st St, Mission Kansas, 66202

Complete chemical power wash in order to remove oxidation, calcium build up, and oils from all surfaces of the interior pool
Complete crack and failing paint repair in order to have a smooth sound surface
Paint using paint selected by client (options listed below)

Estimated Base Cost to complete scope of work \$12,600.00

Using 30 gallons of Olympic Zeron Provided by Client
Adding 40 Gallons **\$5,600.00**

Provided 70 gallons Similar Epoxy Pool Paint **\$4,500.00**

Scope 3- Restore diving board stairs (2 structures) Located 5930 W 61st St, Mission Kansas, 66202

Blast structural steel surface in order to remove all paint bringing surface down to steel
Complete detailed clean up preparing area for paint
Prime surface using an epoxy water proofing primer
Top coating using a poly siloxane paint
Colors to be selected by client

Estimated Cost to complete scope of work \$9,800.00

10 PERCENT DISCOUNT APPLIED TO ALL SERVICES EXCEPT PAINT IF ALL 3 OPTIONS ARE SELECTED

Material to be removed:
Coatings to be applied:

Level of Cleaning Requested:

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

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

Lead Paint Test:
Special Safety Requirements/Training:

Containment Selection:
Other obstacles or restrictions:

Price includes up to:	Price
Total:	

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

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

Date of Acceptance: _____

Representative: _____
(Print Name & Title here)

Date of Proposal: _____

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

NOTICE TO OWNER

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

Scheduling, Instructions, and conditions:

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

Definitions and Standards:

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

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

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

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

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

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

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

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

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

Containment Selection:

- *No Containment.*
- *Open Containment* - The direct area in which the cleaning is being done either has a floor type surface that will accumulate the spent media and stripped material or a tarp will be placed on the ground to capture settled materials.

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

The Society for Protective Coatings (SSPC)

Surface Preparation Standards

- 5.1 SSPC-SP1, "Solvent Cleaning" – Removal of all detrimental foreign matter such as oil, grease, dirt, soil, salts, drawing and cutting compounds, and other contaminants from steel surfaces by use of solvents, emulsions, cleaning compounds, steam or other similar materials and methods which involve a solvent or cleaning action

- 5.5 SSPC-SP5/NACE No.1, "White Metal Blast Cleaning" – Removal of all mill scale, rust, rust scale, paint or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels. A White Metal Blast Cleaned Surface Finish is defined as a surface with a gray-white, uniform metallic color, slightly roughened to form a suitable anchor pattern for coatings. The surface, when viewed without magnification, shall be free of all oil, grease, dirt, visible mill scale, rust, corrosion products, oxides, paint, or any other foreign matter.

- 5.6 SSPC-SP6/NACE No.3, "Commercial Blast Cleaning" – Removal of mill scale, rust, rust scale, paint or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels, to the degree specified. A Commercial Blast Cleaned Finish is defined as one from which all oil, grease, dirt, rust scale and foreign matter have been completely removed from the surface and all rust, mill scale and old paint have been completely removed except for slight shadows, streaks, or discoloration caused by rust stain, mill scale oxides or slight, tight residues of paint or coating that may remain; if the surface is pitted, slight residues of rust or paint may be found in the bottom of pits; at least two-thirds of each square inch of surface area shall be free of all visible residues and the remainder shall be limited to the light discoloration, slight staining or tight residues mentioned above.

- 5.7 SSPC-SP7/NACE No.4, "Brush Off Blast Cleaning" – Removal of loose mill scale, loose rust, and loose paint, to the degree hereafter specified, by the impact of abrasives propelled through nozzles or by centrifugal wheels. It is not intended that the surface shall be free of all mill scale, rust, and paint. The remaining mill scale, rust, and paint should be tight and the surface should be sufficiently abraded to provide good adhesion and bonding of paint. A Brush-Off Blast Cleaned Surface Finish is defined as one from which all oil, grease, dirt, rust scale, loose mill scale, loose rust and loose paint or coatings are removed completely but tight mill scale and tightly adhered rust, paint and coatings are permitted to remain provided that all mill scale and rust have been exposed to the abrasive blast pattern sufficiently to expose numerous flecks of the underlying metal fairly uniformly distributed over the entire surface.

- 5.10 SSPC-SP10/NACE No.2, "Near-White Blast Cleaning" – Removal of nearly all mill scale, rust, rust scale, paint, or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels, to the degree hereafter specified. A Near-White Blast Cleaned Surface Finish is defined as one from which all oil, grease, dirt, mill scale, rust, corrosion products, oxides, paint or other foreign matter have been completely removed from the surface except for very light shadows, very slight streaks or slight discoloration's caused by rust stain, mill scale oxide, or light, tight, residues of paint or coating that may remain. At least 95 percent of each square inch of surface area shall be free of all visible residues, and the remainder shall be limited to the light discoloration mentioned above.

- 5.11 SSPC-SP11, "Power tool Cleaning to Bare Metal" – Metallic surfaces which are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust mill scale, rust, paint, oxide, corrosion products and other foreign matter. Slight residues of rust and paint may be left in the lower portion of pits if the original surface is pitted. When painting is specified, the surface shall be roughened to a degree suitable for the specified paint system. The surface profile shall not be less than 1 mil (25 microns)

- 5.13 SSPC-SP13/NACE No.6, "Surface Preparation of Concrete" – An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a dry, sound, uniform substrate suitable for the application of protective coating or lining systems. Depending upon the desired finish and system, a block filler may be required.

- 5.14 SSPC-SP14/NACE No.8, "Industrial Blast Cleaning" – Uses abrasives propelled through nozzles or by centrifugal wheels to remove mill scale, rust, paint, and other foreign matter. Traces of tightly adherent rust, mill scale, or previously applied paint may remain on 10% of each 3-in x 3- in surface areas. Cleaned surface must be roughened to impart a profile suitable for the coating system.

- 5.15 Dry Ice Cleaning Process, This process utilizes custom dry ice blasting equipment in conjunction with specially formulated high density dry ice pellets to perform the cleaning. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the beginning of the project to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.

- 5.16 Fire Restoration Process, This process utilizes either Baking Soda Cleaning , corn Cob Cleaning or Dry Ice Cleaning to remove the soot and chare residue from the fire. We utilize the "White Rag Test" to verify that we have achieved the desired level of cleaning. If the rag can be rubbed across the cleaned surface and no discoloration is on the rag, the surface is deemed clean. There are some times when the fire is hot enough that it permanently discolors the wood or underlying surface. In these cases we are able to remove all of the soot and char, but the surface may still appear darker than the surrounding areas.
- 5.17 Graffiti Removal, There are several different applications that can be used for the removal of graffiti. When dealing with concrete, brick, stone and other similar surfaces either baking soda removal or chemical removal is the methods to be utilized. When removing graffiti from painted metal surfaces or glas the chemical removal option is the recommended method.
- 5.18 Pressure Washing, In this application pressure washing equipment will be utilized to achieve the desired surface finish. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the beginning of the project to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.
- 5.19 Baking Soda Cleaning, This process utilizes custom baking soda blasting equipment in conjunction with specially formulated baking soda crystals to perform the cleaning. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the beginning of the project to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.
- 5.20 Torbo Blast Cleaning, This process utilizes the Torbo Blast wet abrasive blasting system. The Torbo Blaster is able to utilize any type of blast media that is heavier than water. This equipment is able to achieve various levels of cleaning that are projcet specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the this time to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	February 1, 2023
Parks + Recreation	From:	Penn Almoney

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

RE: Mohawk Park Phase II Final Design

RECOMMENDATION: Approve a contract with Confluence for final design services for Mohawk Park Phase II in an amount not to exceed \$125,000.

DETAILS: Phase I construction on Mohawk Park began in late September 2022 and is scheduled to complete in April 2023 using Parks + Recreation Sales Tax revenues and a Land and Water Conservation Fund grant award of \$394,560.

The next step in completing the Mohawk Park improvements involves completing the final design and construction documents for Phase II in preparation to bid the project. The final design process will include construction plans and detailed specifications for the performance of construction work like engineering, grading, utility placement and an estimate of cost.

Confluence has been part of the original project team involved in the conceptual planning process for Mohawk Park and supported SFS Architects through Phase I of Mohawk Park construction. The attached proposal from Confluence includes engineering, meeting and presentation times, bidding and procurement, construction administration services and reimbursable project related expenses Phase II. The total projected order of magnitude costs for the entire park plan have been included in the packet in order to provide a frame of reference for design and engineering costs estimated from the outset of the project.

The revised Mohawk Park Conceptual Redesign has been included for Council's review. The following amenities will be included as part of Phase II construction:

- 10 ft wide perimeter trail
- New ADA/all-abilities accessible playground features
- Play feature shade sails
- Poured-in-place soft fall playground surface
- Concrete court for pickleball and half-court basketball
- Trail lighting

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$140,000

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	February 1, 2023
Parks + Recreation	From:	Penn Almoney

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

- Landscaping

Staff recommends approval of a contract with Confluence for final design services for Mohawk Park Phase II in an amount not to exceed \$125,000. This project will be paid for from the Outdoor Park Systems Improvements budget identified in the Parks and Recreation Capital Improvement Plan, which is funded by Parks and Recreation Sales Tax revenues along with 2022A Bond proceeds identified for this project.

CFAA IMPACTS/CONSIDERATIONS: Quality recreation amenities enhance the resident and non-resident's experience in Mission Parks connecting people and improving quality of life. Mohawk Park is accessible to adults and youth of all ages and abilities. The public engagement process ensures the residents and users have an opportunity for input.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$140,000

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	February 1, 2023
Parks + Recreation	From:	Penn Almoney

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



REVISED Conceptual Layout of Mohawk Park

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$140,000

EXHIBIT A

January 25, 2023

Mohawk Park – City of Mission

Scope of Services – Design Development, Construction Documents, Bidding and Construction Administration Task Outline

PHASE ONE – DESIGN DEVELOPMENT PLANS

Task 1 – Design Development Kick-off Meeting

Confluence will conduct a kick-off meeting to review schedule and deliverables with Parks & Recreation Staff. The meeting will verify direction provided in the master plan and identify any additional improvements desired by the City.

Task 2 – Design Development Plans

Confluence will work to complete the Design Development Drawings which will further detail the planned improvements including the following:

- Site Plan
- Area enlargements to clearly articulate the design intent
 - Playground Improvements
 - Parallel Parking Stalls
 - Basketball/Pickleball
- Refined/Confirmed Trail Alignment and Plans/Profiles
- Preliminary Grading Plans
- Preliminary Electrical / Site Lighting Plans and Details
- Landscape and Site Furnishings Plan
- Native Landscape Restoration and Invasive Removal Plan
- Preliminary Tree Protection/Erosion Control Plans
- Preliminary Demolition Plans

In addition, the Confluence team will develop alternatives for the playground structures to be voted on by the community residents to provide direction for final implementation. We will also review updated Preliminary Opinion of Probable Construction Costs to reflect the Design Development Drawings. The costs will be based on quantity takeoffs of the completed plans.

Task 3 – Bi-weekly Coordination Meeting with Parks & Recreation / Confluence

During the development of the Design Development Plans, Confluence will conduct bi-weekly coordination meetings with Parks & Recreation Staff to review progress and identify any items that need further discussion and direction to keep the project moving forward.

Task 4 – Permitting

Based on the final Design Development Plans the Confluence Team will begin to identify the permits required outside the City of Mission requirements. (The final submittals for permits will be addressed in Construction Document Phase).

Task 5 - Presentation to City Council/Planning Commission of Final Design Development Plans

Upon completion of the Design Development Documents and support documentation Confluence will assemble a presentation to the City Council and the Planning Commission at either a Work Session or a City Council Meeting. Presentation materials will include plan graphics and elevations, perspectives and photo imagery where required to clearly express the design intent and material samples.

PHASE TWO – CONSTRUCTION DOCUMENTS

Task 6 – Construction Document Plans

Upon completion and approval of the Design Development Documents Confluence will complete Final Construction Document Plans that fully fix and describe the work required. Plans will include but not be limited to the following:

- Site Plan
- Area enlargements to clearly articulate the design intent
 - Playground Improvements
 - Parallel Parking Stalls
 - Basketball/Pickleball
- Refined/Confirmed Trail Alignment and Plans/Profiles
- Grading Plans
- Site Furnishing Plans and Details
- Landscape Plan
- Native Landscape Restoration Plans
- Tree Protection/Erosion Control Plans
- Preliminary Demolition Plans

Task 7 – Technical Specifications

The Confluence Team will assemble technical specifications for the work included in the construction documents. The specifications will be incorporated into the project manual provided to contractors for bidding to the various trades.

Task 8 – 50% Construction Document Plan / Cost Estimate Review

Confluence will assemble a 50% complete review set for the City of Mission to review and comment on. In addition, an updated estimation of Probable Construction Costs will be completed based on the 50% complete documents.

Task 9 – Bid Package

Based on the review of the 50% complete documents and discussions with the City, Confluence will develop a listing of drawings to be included in the Bid Package to be bid in a single set for contractor input.

Task 10 – Final Permits

Based on the Final Plans the Confluence Team will complete the applications for the various permits required for the project including: Land Disturbance Permit for both the City of Mission and Kansas Department of Health & Environment (KDHE), submit plans to the City of Mission for Building Permit the actual permit will be the responsibility of the awarded contractor).

PHASE THREE – BIDDING

Task 11 – Confluence will attend all pre-bid conferences scheduled by the City

The Confluence Team will attend all pre-bid conferences scheduled by the City to provide a description of the work to be completed and answer any questions that may arise. In addition, the Confluence Team will respond to questions submitted by bidders during the bid period and provide clarification and direction as required.

Task 12 – Bid Review and Recommendation

Confluence will review the list of subcontractors and their bids and identify any concerns to the City. A coordinated effort between the City and Consultant team will produce the best qualified subcontractors for the work to be executed. The apparent low bid General-Contractor (GC) will provide the City and Confluence the list of subcontractors for each of the construction aspects of the project.

The City and/or Confluence may reject any bidder they believe is of a concern to complete the work in a reasonable manner.

PHASE FOUR – CONSTRUCTION ADMINISTRATION

Task 13 – Construction Kick-Off Meeting

The Confluence Team will attend a Construction Kick-off Meeting with the Design Team, City Representatives and the GC. Confluence will attend bi-weekly construction progress meetings and observe construction operations as necessary. Confluence will also attend meetings with sub-consultants and sub-contractors on an as needed basis depending on the work in progress.

Task 14 – Construction Administration/Observation

Confluence will Provide Construction Administration including:

- Log, review and approve/reject submittals and shop drawings.
- Prepare / respond to Requests for Additional Information (RFI), Architects Supplemental Instructions (ASI), Requests for Proposal (RFP) and other project correspondence as required
- Review Construction Materials Testing reports.

- Review and approve applications for payment.
- Coordinate with the City of Mission on all Requests for Change Proposals, Change Orders, etc. including maintaining a log of all such documents
- Provide direction for questions and concerns from the contractor and City of Mission Staff in resolution of project concerns or changes.

Task 15 – Construction Completion Inspections

Confluence will conduct Substantial Completion Inspection, create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

Task 16 - Project Close Out

Confluence will obtain and review close out submittal from the contractor for completeness before transmitting to the City. Documents will include but not be limited to:

- Contractor's red lines and as-built notes
- Warranty information
- Material Safety Data Sheet (MSDS)
- Operating Manuals
- Start up and testing reports
- Review As-Built record drawings submitted by the GC
- Review of As-Built Drawings completed by the GC to verify all field changes have been adequately documented.
- Confluence will issue Final-Completion and Acceptance letter to the City of Mission recommending acceptance of the final completed project.

ADDITIONAL CONDITIONS

- The design will adhere to the city's adopted fire, building, electric and plumbing codes, along with the latest city adopted specification standards.
- The final CD's, all plans and specifications will be signed, sealed and stamped by their respective professional trades (Landscape Architecture, etc.).

EXCLUSIONS

1. Record Drawings

ARTICLE 3: FEES AND EXPENSES:

1. We propose to perform the services described in Article 1: Scope of Services: Tasks 1-16, on a Lump Sum not to exceed basis as follows:
2. **Total Contract Amount: \$125,000.00**
3. Reimbursable expenses, including travel, long-distance telephone, and printing are excluded in the services fee and will bill invoiced at cost to a maximum total of **\$2,500.00**

PROBABLE CONSTRUCTION COST OPINION

Preliminary

The amounts stated herein are our best estimate of probable construction costs based on current information. Because costs are influenced by market conditions, changes in project scope, and other factors beyond our control, we cannot ensure that actual construction costs will equal this cost opinion.

Mohawk Park

Mission, Kansas

19262

10/10/2022

Project Summary		Remarks
Phase 1 - Description	\$ 1,918,176.00	
Total Anticipated Project Cost	\$ 1,918,176.00	

AC = acre (43,560 sf) / ALW = allowance / EA = each / LF = linear foot / LB = pound / LS = lump sum / MSF = 1,000 sf / SF = square foot / SY = square yard / TON = 2,000 pounds

Site Improvements

Demolition	Qty	Unit	Unit Cost	Item Total	Remarks
Wood Fence Demolition	370	LF	\$ 1.50	\$ 555.00	
Metal Fence Demolition	1,430	LF	\$ 1.50	\$ 2,145.00	
Subtotal				\$ 2,700.00	

Site Amenities	Qty	Unit	Unit Cost	Item Total	Remarks
Concrete Walks	40,000	SF	\$ 9.00	\$ 360,000.00	
Grading & Earthwork	1	LS	\$ 125,000.00	\$ 125,000.00	
Basketball Court (Half Court)	1	LS	\$ 30,000.00	\$ 30,000.00	
Playground	1	LS	\$ 450,000.00	\$ 450,000.00	
Playground Surfacing	5,000	SF	\$ 25.00	\$ 125,000.00	
Shade Sails (Over Playground)	4	EA	\$ 25,000.00	\$ 100,000.00	
Benches	9	EA	\$ 1,500.00	\$ 13,500.00	
Trash Cans	4	EA	\$ 1,250.00	\$ 5,000.00	
Subtotal				\$ 1,208,500.00	

Landscape Elements	Qty	Unit	Unit Cost	Item Total	Remarks
Overstory Trees	50	EA	\$ 500.00	\$ 25,000.00	
Understory Trees	25	EA	\$ 300.00	\$ 7,500.00	
Evergreen Trees	25	EA	\$ 300.00	\$ 7,500.00	
Native Grass	1	AC	\$ 13,000.00	\$ 13,000.00	
Perennials	1	LS	\$ 125,000.00	\$ 125,000.00	
Subtotal				\$ 178,000.00	

Subtotal - Project Total	\$ 1,389,200.00
General Conditions	8% \$ 111,136.00
Overhead and Profit	10% \$ 138,920.00
Contingency	10% \$ 138,920.00
Design and Engineering Fees	\$140,000-150,000
Total - Project Total	\$ 1,918,176.00

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	February 1, 2023
PUBLIC WORKS	From:	Celia Duran

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

RE: Operation Green Light (OGL) Cooperative Agreement with Mid-America Regional Council

RECOMMENDATION: Approve the Cooperative Agreement for Funding Operations of OGL with Mid-America Regional Council.

DETAILS: Operation Green Light (OGL) is a regional arterial traffic signal coordination system managed by the Mid-America Regional Council (MARC). Member agencies include Mission, who has participated in OGL since 2010, as well as 26 agencies located throughout the bi-state area.

This Cooperative Agreement identifies the responsibilities of all parties, such as cost sharing and sharing of information; insurance requirements; responsibility and structure of the OGL committee; the scope of work provided by OGL; insurance requirements for private contractors performing construction work; and the roles and responsibilities of OGL.

Mission's share of the cost is \$8,800 per year for OGL services for traffic signals on Shawnee Mission Parkway at Roeland Drive, Nall Ave, and Lamar Ave.

This cost will be funded from the Public Works operating budget.

CFAA CONSIDERATIONS/IMPACTS: Participating in the OGL program and coordinating traffic signals improves mobility for individuals of all ages.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-20-212-06
Available Budget:	\$8,000

**COOPERATIVE AGREEMENT
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROLS SYSTEM (this "Agreement") is made and entered into by and between Mid-America Regional Council ("MARC"), a consortium of cities in the nine county Kansas City Metropolitan Area, a Regional Planning Commission and a Missouri not for profit corporation and the City of Mission, Kansas ("City")

WHEREAS, MARC performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light" ("OGL"), for the Kansas City Urban Area; and

WHEREAS, the Strategic Plan 2021 established the vision, mission, objectives, and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality, and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, several Missouri agencies and political subdivisions are contracting with MARC to participate in OGL for coordination in the Missouri portions of the Kansas City Urban Area; and

WHEREAS, the Kansas Department of Transportation ("KDOT") is also contracting with MARC to participate in OGL; and

WHEREAS, the Member Agencies which are political subdivisions or agencies of the State of Kansas are authorized pursuant to the provisions of Section 12-2908 of the Kansas Statutes Annotated to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System, and to mutually cooperate regarding the operation of the same; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the Member Agencies (collectively, the "Parties") mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in K.S.A. 12-2908 the parties enter into this Agreement for the funding of the operations of the Regional Traffic Control System for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a regional perspective.

Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached

hereto and incorporated herein by this reference, the following words shall have the meanings set forth herein:

Exhibit 1 – Steering Committee Document

Exhibit 2 – Scope of Services

Exhibit 3 – Compensation

Exhibit 4 – Insurance Requirements

Exhibit 5 – Ownership Matrix

Exhibit 6 – Concept of Operations

Communications Network – all telecommunication infrastructure between Regional Traffic Management Centers and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

Jurisdictional Boundaries – the geographical boundaries of the governmental entities acting as political subdivisions of the States of Kansas.

Jurisdictional Control Center – the site or location designated by the Member Agency containing various equipment, computer hardware, and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

Member Agencies – agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction, and operations of the Regional Traffic Control System.

Private Firms – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2.

Regional Traffic Control System – an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

Regional Traffic Management Center – the site or location designated by the Steering Committee containing various equipment, computer hardware, and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the Traffic Operations Center ("TOC").

Steering Committee – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction, installation, and operation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies, KDOT and participating agencies and political subdivisions of the

State of Missouri which have entered into similar agreements with MARC regarding OGL. The membership structure and policy are set forth in Exhibit 1.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC is hereby designated the administrator and is by virtue of this designation responsible for administering this cooperative undertaking. As administrator, MARC shall perform or cause to be performed the services set forth in Exhibit 2.

(b) Member Agencies. In addition to the obligations set forth in this Agreement, the Member Agencies shall each also perform all the obligations set forth in the document entitled “OGL Concept of Operations: Roles and Responsibilities”, attached hereto as Exhibit 6. Furthermore, the Member Agencies each individually agree that they shall not interfere with MARC’s exercise of its obligations under this Agreement, including, but not limited to MARC’s deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the Member Agencies shall each make payment to MARC the sum set forth in Exhibit 3, which is attached hereto and incorporated by reference as if fully set forth herein. The cost associated with Member Agencies represent each individual agency’s share of the cost for the maintenance and operation of the Regional Traffic Control System, as set forth in said Exhibit 3. The “Operation Green Light Location/ Ownership Matrix” set forth in Exhibit 5 identifies the location and ownership of the software, hardware, and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri and the Member Agencies shall cooperate in sharing information among themselves, KDOT, with the participating agencies and political subdivisions of the State of Missouri and with MARC necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid, or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties.

Sec. 9. TERMINATION FOR CONVENIENCE. Any party to this Agreement may terminate this Agreement by giving one hundred eighty (180) days' written notice to the other party. Financial obligations will be honored up to the effective date of termination. A Member Agency that terminates this Agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the Member Agency terminating the Agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between the parties with respect to this subject matter.

Sec. 11. NO AUTHORITY ON BEHALF OF OTHER PARTIES. This agreement does not give any party hereto authority to take any action or execute any documents on behalf of any other party to this Agreement.

Sec. 12. COMPLIANCE WITH LAWS. All parties to this Agreement shall comply with and shall require any Private Firms contracted pursuant to this Agreement to comply with all federal, state, and local laws, ordinances, and regulations applicable to the work and this Agreement. Pursuant to applicable laws, e.g., K.S.A. §12-2908 and RS Mo. §§70.230 and 70.230, each of the representatives of the City and MARC, on behalf of the party they represent, warrant to the other party that they are authorized by their appropriate governing body to enter into this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If any party of this Agreement is in Default or breach of any provision of this Agreement, any non-defaulting party may terminate their participation and cooperation in this Agreement, withhold payment, or invoke any other legal or equitable remedy after giving written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then any non-defaulting party shall notify the party in default in writing and commence to cure within thirty (30) days.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

Sec. 14. WAIVER. Waiver by the any party to this Agreement of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of all of the Parties to this Agreement, and forbearance or indulgence by any party to this Agreement in any regard whatsoever shall not constitute a waiver of same to be performed by said party to which the same may apply and, until complete performance of the term, covenant, or condition, the Parties to this Agreement shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except in writing signed by each party to this Agreement; provided, however, the Exhibits to this Agreement may be modified by agreement of a majority vote of the Steering Committee without each Member Agency approving and executing an amendment to this Agreement.

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine, or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 17. AUDIT. Each Member Agency shall have the right to audit this Agreement and all books, documents, and records relating thereto upon written request to MARC. MARC shall maintain all its books, documents, and records relating to this Agreement and any contract during the period of this Agreement for three (3) years after the date of final payment of the contract or this Agreement, whichever expires last. The books, documents, and records shall be made available for any and each of the Member Agencies' review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION; NON-DISCRIMINATION.

(a) MARC shall require Private Firms to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation ("USDOT") relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 C.F.R. 21 through Appendix H and 23 C.F.R. 710.405, which are herein incorporated by reference and made a part of this Agreement.

(b) During the performance of this Agreement or any subcontract resulting thereof, MARC, Private Firms, and all subcontractors and vendors (the Private Firms, together with all subcontractors and vendors, shall for purposes of this Section 18 be collectively referred to as the "Other Contractor Parties") shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001 et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income. In all solicitations or advertisements for employees, MARC and the Other Contractor Parties shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission"). If MARC fails to comply with the manner in which MARC reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or if MARC is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, MARC shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated, or suspended, in whole or in part, by any of the Member Agencies.

(c) MARC shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.), as well as all other federal, state, and local laws, ordinances, and regulations applicable to this project, and shall furnish any certification required by any federal, state, or local laws, ordinances, and regulations applicable to this project and shall furnish any certification required by any federal, state, or local governmental agency in connection therewith.

(d) MARC shall include the provisions of paragraphs (b) through (c) above in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign, or transfer any part or all of MARC's obligations or interests without the Member Agencies prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of the Member Agencies, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of any of the Member Agencies, or no spouse of such officer or employee, has or will have a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of any of the Member Agencies, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

MARC
Attention: Executive Director, Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Kansas. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Kansas, and in no other. The Parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

Sec. 24. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the Member Agencies and any of its agencies, officials, officers, agents or employees from and against all claims, damages, liabilities, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services preformed

pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the Member Agencies for the negligent acts of a Member Agency or any of its agencies, officials, officers, or employees.

Sec. 25. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

Sec. 26. INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be two (2) years (“Term”) unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one (1) additional two (2) year period (the “Renewal Term”) on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew as to each individual member agency if such member agency provides written notice to MARC of its intention not to renew within one hundred eighty (180) days prior to the expiration of the Term.

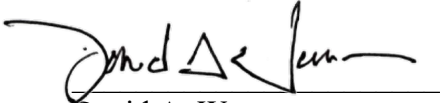
Sec. 27. CASH BASIS LAW & UNFUNDED OBLIGATIONS. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto as it applies to Member Agencies which are agencies or political subdivisions of the State of Kansas. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Member Agencies. This Agreement shall be construed and interpreted so as to ensure that the Member Agencies shall at all times stay in conformity with such laws and, as a condition of this Agreement, each member agency reserves the right to unilaterally sever, modify, or terminate its participation in this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of the Kansas Cash Basis Law to the extent it prohibits unfunded obligations. The Member Agencies are obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Member Agencies’ current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Sec. 28. EXECUTION IN MULTIPLE COUNTER PARTS. This Agreement may be executed by the parties in multiple counterparts which shall be taken together as one complete document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

MID-AMERICA REGIONAL COUNCIL

A handwritten signature in black ink, appearing to read "David A. Warm", written over a horizontal line.

David A. Warm
Executive Director, Mid-America Regional Council

Date: 01/06/2023

***Notices:** Notices pursuant to this Agreement to MISSION, KS shall be sent to:

City of Mission
Attention: Public Works Director
4775 Lamar
Mission, Kansas 66202

EXECUTION OF AGREEMENT

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE,

Responsibility and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including:* approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues rise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of November 2022)

	Participating Agency Non-Funding Agency in Bold	Membership (voting)
1	Belton	1
2	Blue Springs	1
3	Bonner Springs	1
4	Fairway	1
5	FHWA – MO & KS	Ex Officio
6	Gladstone	1
7	Grandview	1
8	Independence	1
9	Kansas City, MO	1
10	KC Scout	Ex Officio
11	KDOT	1
12	Lansing	1
13	Leavenworth	1
14	Leawood	1
15	Lee's Summit	1
16	Lenexa	1
17	Liberty	1
18	MARC	1
19	Merriam	1
20	Mission	1
21	Mission Woods	1
22	MoDOT	1
23	North Kansas City	1
24	Olathe	1
25	Overland Park	1

26	Prairie Village	1
27	Raymore	1
28	Roeland Park	1
29	Shawnee	1
30	Unified Government/KCK	1
31	Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

1.1 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a two-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's two-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating terms.

1.2 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any six of the voting members of the Steering Committee, including at least one member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

EXHIBIT 2

SCOPE OF WORK

1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the program;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the program;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain budgets and schedules;
- Develop and maintain databases;
- Publish and distribute documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

3. Operations and Maintenance

3.1. Computer Software and Databases

MARC will procure all required software and may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. Computer Network

MARC will procure all required hardware and software. Any equipment (e.g., switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. Field Communications System

All field communications equipment purchased by MARC will be maintained by MARC except where specifically transferred to the local agency for ownership. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. Traffic Signal Equipment

Each member agency shall be responsible for all maintenance to the traffic signal related equipment. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal equipment that has been purchased and/or installed as part of an OGL construction project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement equipment that are compatible with the OGL system should the MARC- purchased equipment fail.

EXHIBIT 3
COMPENSATION

- A. The amount the City will pay MARC under this contract will not exceed **EIGHT-THOUSAND AND EIGHT- HUNDRED DOLLARS AND 00/100 (\$8,800.00)**. This amount represents the city share of the total program cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoiced, on a yearly basis.

Table 1			
Operation Green Light Program			
Annual Operations Costs			
Total Agency Signals in OGL			2.75
Cost per Year Subsidized			
Year	No. of Signals	Cost Per Signal	Local Agency Cost
2023	2.75	\$800	\$2,200
2024	2.75	\$800	\$2,200
2025	2.75	\$800	\$2,200
2026	2.75	\$800	\$2,200
Total			\$8,800

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- D. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers’ Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Fee Minimum Limits</u>	<u>Professional Liability Minimum</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. Cyber Liability Coverage Summary: with \$3,000,000 Annual Aggregate Limit of Liability for each Insured/Member for Information Security & Privacy Liability. Each Member of MPR will have a \$3,000,000 Limit Each

C. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

D. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

E. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm’s failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days’ notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

EXHIBIT 5

Operation Green Light Location / Ownership Matrix

Component	Location	Purchased By	Owned By	Maintained By	Comments
Software/Firmware					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Genetec Video System	OGL TOC	MARC	MARC	MARC*	
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
Computer Hardware					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
Field Hardware					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extension of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL may own switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
Miscellaneous					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MARC	MARC	MARC*	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

* MARC maintained components to be maintained by joint-funded agreement

Exhibit 6

OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work, each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR MARC to collect traffic counts as needed.
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies.
- MARC will develop initial timing plans.
- MARC and the member agencies will;
 - Review the regional timing plans developed
 - Review any software models developed
 - Determine if any changes to initial timings need to be made to optimize the operation of the corridor



- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.

Providing Maintenance Timing Plans

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency-maintained traffic signals
- The member agency will develop timing plans for member agency-maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization, if necessary, by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

Incident Management

The member agency will inform MARC about construction and roadway closures to their knowledge in advance of work zones or construction that may require lane closures or require signal timing plan adjustments.

The OGL team monitors the freeways and arterials working closing with KC Scout to locate and respond to incidents that affect signal operations. Traffic signal changes will be initiated by the OGL team in response to incidents by modifying the plan mode of changing timing parameters that aid the movement of traffic.

When appropriate, the OGL team may command pre-developed and agreed to incident timing plans.

The OGL team will also take lead efforts to coordinate special event timing plans for various concerts, sporting events, and other special events.

Citizen Complaints

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.



Dispute Resolution

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, each member agency is responsible for the operation of the signals it owns and thus that agency has final say.

Emergency Provisions

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

Field Communication Operation and Maintenance

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies maintain their own communication infrastructure outside the MARC-owned equipment. MARC will provide technical support for the central system software.

Work inside the Traffic Controller Cabinet

When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.



City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	February 1, 2023
PUBLIC WORKS	From:	Celia Duran

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

RE: Memorandum of Agreement (MOU) with Mid-America Regional Council (MARC) for Stormwater Guidelines Update

RECOMMENDATION: Approve the Memorandum of Agreement with Mid-America Regional Council (MARC) for Stormwater Guidelines Update.

DETAILS: The American Public Works Association (APWA) - Kansas City Chapter adopted significant updates to regional engineering standards and criteria (APWA 5600) and planning guidelines (MARC/APWA BMP Manual) in 2005. These documents were subsequently updated in December 2010 and October 2012, respectively. The majority of local governments in the Kansas City metropolitan area, including the City of Mission, have previously adopted these standards and tailored them to meet local needs and opportunities.

The APWA Kansas City Chapter Executive Committee voted in October 2021 to update these standards based on changes in technology, modeling, data and community priorities. This will include reevaluating criteria to address increased rainfall events that have been observed potentially due to climate change. Project management will be performed by MARC and funding will be provided by MARC, APWA, and participating communities.

The MOU between the City of Mission and MARC identifies funding and project management responsibilities for each party. The total cost of the project is \$790,400 with Mission contributing \$5,000.

This cost will be funded from the Public Works operating budget.

CFAA CONSIDERATIONS/IMPACTS: Updating stormwater standards incorporates integrated watershed management, climate resilience, environmental justice, and environmental stewardship for individuals of all ages.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-20-206-01
Available Budget:	\$5,000

MEMORANDUM OF AGREEMENT

RECITALS:

- -1

PURPOSE: The City of Mission, Kansas is interested in participating in a regional partnership to update regional stormwater management standards and planning approaches (“Project”).

PROJECT COST Total project cost is contingent upon contributions from participating communities and organizations, and upon the final scope of work agreed to by project stakeholders and consultants. The project is anticipated to be conducted from December 2022 – March 2025.

- Participating communities – Development of project scope, schedule, and budget and project consultants. Project contributions are estimated to be between \$740,000 - \$1 million.
- MARC – Management, facilitation and administration cost - \$59,270.

EFFECTIVE The parties mutually agree to Articles I, II, and III in accordance with this Agreement from the 1st day of December 2022 until the 31st day of March 2024. This agreement may be renewed thereafter to provide continued funding for the Project as mutually determined by project partners.

ARTICLE I

City of Mission, Kansas AGREES:

1. To fund its portion of the Project not to exceed \$5,000.00, with payment due on or before February 28, 2023.
2. To provide MARC at least sixty (60) day notice of its intent to no longer participate in the Project.

ARTICLE II

MARC AGREES:

1. To provide project management, administration and facilitation under the guidance of the project technical and advisory committees.
2. To manage the procurement of consulting services and subsequent contracts to develop and implement a scope of work, schedule and budget.
3. MARC will collect funds from the city and other stakeholders, and disburse funds to selected consultants; and
4. MARC will retain \$59,270 to administer and facilitate the project during the life of the study.

ARTICLE III

BOTH PARTIES MUTUALLY AGREE:

1. That this Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the City and MARC; and
2. That no third-party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

Mid-America Regional Council

City of Mission, Kansas

David Warm
Executive Director

Solana Flora
Mayor

Date

Date

City of Mission	Item Number:	7.
DISCUSSION ITEM SUMMARY	Date:	February 1, 2023
Community Development	From:	Brian Scott

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

RE: Short-term Rental Property Discussion

DETAILS: Short-term residential property rentals are a topic garnering more attention at the local, regional and national level, and is an issue that has been raised during various Council retreats and discussion over the last couple of years. Staff has been working to collect information on the status of short-term rentals in Mission in order to facilitate a formal discussion with the Governing Body on this issue.

Staff has worked collaboratively to prepare the attached white paper to more clearly define the topic, provide information on Mission's current ordinances and regulations, and describe in greater detail what actions other cities, both regionally and nationally, are doing to address the topic of short-term rentals.

Staff will look forward to soliciting Council input and opinion as we begin our conversations around this topic.

CFAA IMPACTS/CONSIDERATIONS: Access to affordable housing and welcoming neighborhoods is fundamental to creating a Community for All Ages. Short-term rentals can allow older adults to age in place by providing supplemental income for existing housing assets. At the same time, they must be managed appropriately to not disturb feelings of safety and quality of life for all residents or drive up the cost of housing.

Related Statute/City Ordinance:	Chapter 400 of Mission Municipal Code (Land Use)
Line Item Code/Description:	
Available Budget:	



Short-Term Rental Property Discussion

City of Mission

February 1, 2023

Karie Kneller, City Planner

Brian Scott, Deputy City Administrator

Laura Smith, City Administrator

Short-term residential property rentals are a topic garnering more attention at the local, regional and national level, and is an issue that has been raised during various Council retreats and discussions over the last few years. This paper will explore considerations relevant to short-term, single-family housing rentals to help Mission's Governing Body and staff better understand if, and how, to regulate this land use.

Background

Residential short-term rentals (STRs) have become more and more popular over the past decade. Internet sites such as AirBnB and VRBO provide listings of short-term rental properties in just about every location imaginable from large cities such as New York and San Francisco to popular vacation destinations such as Florida, Colorado, or the Gulf Coast. These short-term rentals are also increasingly becoming available in smaller communities, both in metropolitan and even rural areas. Most often, the listings are private residences that are being offered for rent on a short-term basis (a few days to a few weeks) by the owner. This may be an entire or a portion of an owner-occupied residence, where the owner is present or away during the rental, or it may be secondary home that is being offered for rent when not in use by the owner. Property owners choose to rent on a short-term basis for a variety of reasons, including: income potential, decreased obligation compared to long-term leasing, or supplemental revenue for primary or secondary homeowners while not in residence.

Property owners who rent their homes typically fall into three categories: 1) full-time residents, renting a room or suite while in residence; 2) owners of a second home, who use STRs to offset costs while not in residence and to maintain access; and 3) investors, to generate revenue.

In addition to short-term rentals serving the needs of tourists or vacationers, they are also becoming an option for individuals who are in between more permanent housing (i.e., waiting for a new house to be built) or for those staying temporarily in a community (i.e. traveling or short term-work assignment). These rentals may last for several months, but not more than a year.

Whether used as vacation or temporary housing, short-term rental properties are generating discussions in many communities, including several in the Kansas City metropolitan area. Conversations surrounding short-term rental (STR) properties in the Kansas City region have become a complex issue. Local jurisdictions often struggle with how to best create an equitable and feasible framework for STRs that protects both communities as a whole and owners' property rights and investments.

In our initial discussion of this topic, we will review:

- An analysis of existing short-term rental properties in Mission,
- Mission's Municipal Code applied to rental housing,
- Research of neighboring jurisdictions' considerations and national trends and
- Council goals and objectives to help frame our "Mission-specific" conversation.



No two communities will have the same approach, but a comparative analysis can help Mission formulate its own approach and define specific considerations to determine whether specific regulation(s) may be desirable and feasible with respect to STRs, with an eye toward what balances community interests and the property rights of individual citizens.

The definition of an STR property for the purpose of this discussion is as follows:

A furnished living space available for short periods of time, from a few days to weeks; also known as vacation rentals, considered an alternative to a hotel.

Jurisdictions vary, but many consider STRs as rental agreements for less than 30 days up to six months. Multi-family rentals typically fall under different regulations than single-family rentals. There are opinions on both sides of this issues suggesting that short-term rentals can create both opportunities and challenges in communities with discussions between free market proponents who believe government should not regulate property rentals, and neighborhood advocates who fear that STRs will degrade neighborhood cohesion and further exacerbate housing scarcity.

A comparative analysis at the local and national level, and an evaluation of considerations for the public and policymakers, can help determine how Mission might consider addressing STRs in our community, if desired.

Mission - Existing Conditions

Due to the nature and number of online hosting platforms, it can be difficult to accurately determine how many STRs are currently operating within Mission. Staff conducted an online search, which included various types of rentals, including single-family type dwellings and multi-family structures (such as condominiums with varying number of bedrooms). Staff used various dates and lengths of stay ranging from a single weekend to a week-long stay during spring and summer months, to determine how many properties at a given time were available to rent. On average, between one and four properties were available for rent according to search results. The results were from online rental platforms such as VRBO and AirBnB, which cited properties within Mission's boundaries; however, some platforms do not provide a specific address or accurate location until a user makes a reservation, making this tracking method somewhat unreliable, particularly in an area such as northeast Johnson County where residents aren't always familiar with city boundaries.

Additionally, STRs may be difficult to track if the primary resident is the owner and that individual only rents the property while out of town for short, inconsistent, or infrequent periods of time. Staff estimates that Mission likely contains between 10-15 STRs within its boundaries.

As part of the evaluation and analysis in preparation for Council discussion, Staff reached out to the Police Department to gather data on any nuisance complaints. The Police Chief conducted a survey of patrol officers to request information about calls related to nuisance rental properties, including any STRs. The



Chief received feedback that because properties were not identified in the officer's CAD system as rentals, and because response to a nuisance like a noise complaint may not result in any sort of verification of property ownership, the Department couldn't specifically identify nuisance rental properties, but confirmed that data was likely inconclusive.

Since Mission does not currently have a system to track STRs, this data gap is not surprising. In response, the Community Development Department has revised its rental property application to inquire about the minimum lease allowed at any licensed rental property. Any property that is leased for a period less than 30 days can be shared with the Police Department with the intention of gathering future data points regarding nuisance calls to STRs.

Mission Municipal Code

Currently, Mission's Municipal Code does not specifically address STRs, but there are broad provisions in the code for rental units in general. Section [635.020](#) of the code applies to all dwellings and dwelling units offered for rent or occupancy, including single-family dwellings. However, it is an important distinction that this section of the code does not apply to dwellings that are occupied by the property owner, as is sometimes the case with STRs. Per Section [635.030](#), all rental properties that fall under Section 635.020 shall obtain a license by the City to operate prior to occupancy. Additionally, any owner of a rental property in Mission that does not reside in Johnson County must designate a registered agent who shall reside within the county. The property owner must also maintain a current register of tenants. The City, under its current code, also regulates the maintenance and safety of all rental properties and may determine if the rental is considered substandard.

The City's municipal code regulates hotels and motels in Section [135.040](#). These are defined as having more than eight bedrooms furnished for the accommodation of transient or permanent guests. The City levies a transient guest tax at 9% on the gross revenue for lodging. These businesses must be registered with the City of Mission, and WoodSpring Suites is currently the only designated hotel use within Mission's city limits.

Additionally, as we discuss and understand restrictions or requirements related to occupancy in a single-family zoning district, ([R-1](#): §4710.010) restricts occupation of a structure for living quarters to one family or a group home. A "family" is further defined in the code as a group of not more than three unrelated persons of any age, a group of immediate family of any age, or a group of not more than seven individuals aged 18 or older who are related by marriage or descended from the same ancestor. Single-family districts also permit group homes that follow the definition set forth by Kansas State statute at K.S.A 12-736, which prohibits disability discrimination. Group homes must also be licensed by the Kansas department for aging and disability services or department of health and environment.

Neighboring Jurisdictions

[Shawnee](#) regulates rental properties in much the same way as Mission. There are no licensing requirements for single-family type dwellings, but there is a cap of 3 on the number of unrelated



individuals who may live together in a single-family zoned area. The City also acknowledges that it is difficult to enforce STRs and staff is gathering more information on those potential challenges.

[Fairway](#) and [Roeland Park](#) have city codes very similar to Mission's code as well, but their codes do contain specific language regarding STRs. Fairway updated its code in 2019 to include STR regulations along with its other rentals, stating a requirement that all rentals and "short-term rental properties" must be licensed and in compliance with standards of the code, with all rentals subject to inspection. Roeland Park updated its code around the same time to include a specific section outlining STRs. For Roeland Park, STRs must 1) be the owner's principal residence, 2) notify property owners within 100 feet, allowing the opportunity for nearby residents to file objection, 3) include a rental license that includes information about marketing and online platforms, 4) include contact information of the property owner/designee, and 5) include a completed safety checklist attestation.

Leawood does not specifically codify regulations for STRs, but there are details in its code ([§8-536](#)) that allude to STRs by definition; a stipulation that does not permit renting a dwelling unit for a period of less than 30 days. If a rental is leased for more than 30 days, the property owner must apply with the City for a rental license. Likewise, [Lenexa](#) and [Prairie Village](#) do not have specific regulations for short-term rentals but consider any rental property, short or long-term, under the same umbrella of the code. According to an article in the Shawnee Mission Post, dated March of 2022, a spokesperson for the City of Lenexa said that "all rentals (entire house or one room) must be licensed with the city of Lenexa. We do not regulate short-term rentals differently than long-term rentals."

In [Merriam](#), the City considers any property with no permanent resident a rental unit subject to licensing and rental inspections (§14-206). After a violent incident occurred in Overland Park in 2022, the city conducted a study of STRs (see: [staff report](#)) in August of 2022, and subsequently adopted an [ordinance](#) a month later that would levy fines for nuisance parties at STRs. Nuisance parties are defined as "social gatherings of five or more individuals on a property that leads to criminal violations and disturbance of surrounding properties." Overland Park has also created a website where residents can report problems or simply let the City know about potential STR properties throughout the community.

Finally, [Kansas City, MO](#) defines STRs as properties rented for periods of less than 30 consecutive days. The City permits STRs in specific zoning districts, and there are two permit types – owner-occupied and non-owner-occupied rentals. All STRs require registration, approval by the governing body, and an owner consent affidavit. Every STR must be accompanied by a minimum of \$300,000 in liability insurance, and nearby properties must be notified. Notably, a [Fox4 article](#) dated December 8, 2022, stated that about 89% of Kansas City's 1,800 STRs do not have a permit, which amounts to a total potential revenue loss of more than \$1 million. In a recent [NPR article](#), dated November 30, 2022, Kansas City is missing out on about \$2.3 million annually by not taxing STRs. These points suggest that enforcement of licensing and regulations with respect to STRs may be difficult and resource consuming.

National Trends

The debate surrounding STRs is not confined to the Kansas City region. Cities from large to small, urban, suburban, and rural, are all grappling with the balance between regulation and free enterprise. Some

COMPARED:
Short-Term Rental Laws Across the Country

City	Summary	Take Effect	Fine	STR License Fee	Additional Cost
New York	1. Can't rent out entire apartment (hosts must be present) 2. Can't advertise an apartment 3. Up to 2 paying guests	May 2011	\$1,000 - \$7,500 (illegal advertising of apartments)	N/A	1. Sales and use tax 2. Hotel room occupancy tax
San Francisco	1. Must register as a business and as a short-term rental 2. Hosts must be permanent residents 3. Up to 90 nights a year without hosts 4. No income-restricted affordable housing	Feb. 2015	≥ \$484 (per day)	\$250	1. Transient occupancy tax 2. Business personal property tax
Los Angeles	1. Must obtain licenses 2. Must be primary residence 3. Up to 120 days a year	July 2019	≥ \$500 (per day)	\$89	Transient occupancy tax
Washington DC	1. Must obtain license, additional "vacation rental" endorsement for renting out an entire unit 2. Must be primary residence 3. Up to 90 nights a year without hosts	Oct 2019	\$500 - \$6,000 (per violation)	TBD	Transient lodging tax
Chicago	1. Short-term rental platforms must obtain license 2. Hosts with 1 home-share unit register through the rental platform 3. Hosts with ≥ 1 home-share unit must obtain license from city of Chicago 4. Vacation rental must obtain license	March 2017 (host registration)	\$1,500 - \$3,000 (per day)	\$0 - \$250	Hotel accommodation tax
Boston	1. Must obtain license 2. Must be primary residence or an secondary unit at their primary residence 3. No income-restricted units	Jan. 2019	\$100 - \$300 (per day)	\$25 - \$200	Same tax as hotel
Seattle	1. Short-term rental platforms must obtain license 2. Hosts must register as a business and as a short-term rental 3. Up to 2 units 4. If operate 2 units, one must be primary residence	Sep. 2019	\$500 - \$1,000 (per violation)	\$75	1. Retail sales tax 2. Lodging tax 3. Business and occupation tax

Data source: Municipal Codes



examples of how STRs are handled in several large cities in the US show that this issue, and the way to regulate STRs, is often complex and varied:

Figure 1 <https://www.2ndaddress.com/research/short-term-rental-laws/>

While some municipalities restrict permissible STRs to requiring an on-site host, others require licensing,

and some restrict the number of days per year a property can be rented. Fines and fees also vary. Oftentimes, there are a combination of regulations that are tailored to the needs of the community.

Next Steps

There is no one-size-fits-all solution to STRs. Each jurisdiction will need to assess its own situation based on resident and stakeholder input to determine how best to address their own specific questions or challenges. The ability to build successful programs is dependent upon a City's ability to collect data, build clear, enforceable guidelines or regulations, and then have a mechanism for consistent application or enforcement of the same.

Proactively monitoring data over time will help the City adjust to changes as the market for short-term rental properties evolves. Setting the stage now will allow flexibility at the local level as policy at the state or federal level adjusts.

During this initial discussion on short-term rentals, we will be:

- Seeking additional input and information from members of the Governing Body
- Discussing the appetite and preferred method for soliciting public input
- Discussing timelines and forums for continued discussion and potential action