



## **COMMUNITY DEVELOPMENT COMMITTEE**

**WEDNESDAY, MARCH 2, 2022 at 6:30 p.m.**

**POWELL COMMUNITY CENTER**

**6200 MARTWAY ST**

### **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. Preliminary Development Plan and Preliminary Plat for Mission Preserve – W.51<sup>st</sup> Street and Riggs Street - Brian Scott ([page 4](#))

Stride Development of Louisville, CO has submitted an application for a preliminary development plan for an approximately 9.6 acre parcel of property on the south side of W. 51st Street between Foxridge Drive and Riggs Street. The development will consist of 132 apartment units – one and two bedrooms – situated between two (2), four-story buildings on the site. There will also be a clubhouse with leasing office, shared office space for residents, chef's kitchen, and lounge area. Other amenities will include an outdoor pool and lounge area, pickleball court, and walking trail. The preliminary development plan and preliminary plat are scheduled to be heard by the Planning Commission at their February 28th meeting. It is anticipated that these items will be considered by the City Council at the March 9th meeting.

### **ACTION ITEMS**

2. Final Plat of Rock Creek Pump Station, Lot 1 – 5701 Roe Ave. – Brian Scott ([page 32](#))

Johnson County Waste Water operates a sanitary sewer pump station at 5701 Roe Ave. This past October the City Council approved a preliminary development plan, preliminary plat, and special use permit for the construction and operation of a new pump station at this site. The new pump station is part of a comprehensive system upgrade that the district is making to all of its facilities. The district has now submitted a final plat, which shows dedication of storm water easements on the property to the City of Mission. The final plat will need to be approved by the City Council and the dedication of easements accepted.

3. Acceptance of the February 2, 2022 Community Development Committee Minutes - Audrey McClanahan ([page 40](#))

Draft minutes of the February 2, 2022 Community Development Committee meeting are included for review and acceptance.

4. 2022 Street Preservation Project Contract Award – Celia Duran ([page 46](#))

The 2022 Street Preservation Project includes full depth pavement reconstruction; curb and gutter removal and replacement; and stormwater improvements or repairs on three local/residential streets within the City of Mission. Four bids were received for the 2022 Street Preservation Project on February 16, 2022, with Miles Excavating, Inc. submitting the lowest and most responsive bid. Staff recommends approval of the construction contract with Miles Excavating, Inc. in an amount not to exceed \$1,580,093.21. Construction is anticipated to begin in May/June 2021 and will be completed within 150 working days.

5. Construction Inspection Services (2022 Street Preservation Project) – Celia Duran ([page 53](#))

Based on qualifications and their previous experience in Mission, Staff recommends approval of a construction inspection services agreement with Pfefferkorn Engineering & Environmental, LLC for the 2022 Street Preservation Project in an amount not to exceed \$58,300. This contract is based on providing part-time services for a 150-day construction timeframe and includes all documentation, observation, and required testing.

6. Streetlight Maintenance Contract – Brent Morton ([page 71](#))

The City currently owns and operates 1,011 streetlights citywide. Streetlight maintenance services were bid in February and one bid was received on February 21, 2022, with Black & McDonald submitting the lowest and most responsive bid. Black & McDonald has been maintaining Mission's streetlights since 2013 and has provided quality, cost-effective services. Staff recommends approval of the contract with Black & McDonald in an amount not to exceed \$55,372.47.

7. Parks, Recreation + Tree Commission Tree Plan – Penn Almoney ([page 75](#))

Per Chapter 230 of the Mission Municipal Code, the Parks, Recreation + Tree (PRT) Commission will be responsible for presenting a Tree Plan to the City Council prior to April 1 in even-numbered years. The PRT reviewed the Tree Plan at their February 21, 2022 meeting and are recommending approval of the plan as modified.

8. Super Pool Pass Agreement/Letter of Understanding – Penn Almoney ([page 96](#))

The Super Pool Pass Program is an Interlocal Agreement between NE Johnson County cities for the use of outdoor swimming pool facilities within each community during the summer season. This program has been in place for the past thirteen years and



generates additional revenues for attendance at the Mission Family Aquatic Center from participating communities. The Super Pool Pass provides an affordable recreation program that benefits users of all ages, especially families with children.

9. Amendment to Solid Waste Collection Contract with WCA – Brian Scott  
(page 107)

The City has an agreement with WCA (GFL) for the collection of residential solid waste in Mission. The agreement stipulates certain annual holidays to be observed where no solid waste collection occurs, but rather is postponed for a day. WCA has requested an amendment to the current agreement to include Independence Day as an observed holiday. Solid waste collection that would normally occur on Independence Day would occur the following day.

10. Market Site Improvements - Bid for On-Site Water Service – Emily Randel  
(page 131)

The City Council approved \$30,000 for site improvements at the Mission Market site in 2022. Staff will provide an update on installation of electrical service to the front of the site. In addition, staff is bringing forward a recommended bid from MMC Contractors in an amount not to exceed \$23,212 for site work to bring water service to the site and install a bottle filler and drinking fountain.

## DISCUSSION ITEMS

### OTHER

11. Department Updates - Laura Smith

**Trent Boultinghouse, Chairperson**  
**Ken Davis, Vice-Chairperson**  
***Mission City Hall, 6090 Woodson St***  
***913.676.8350***

<b>City of Mission</b>	Item Number:	1.
<b>INFORMATIONAL ITEM</b>	Date:	March 2, 2022
<b>COMMUNITY DEVELOPMENT</b>	From:	Brian Scott

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

**RE:** Preliminary Development Plan and Preliminary Plat for Mission Preserve located at approximately W. 51st Street and Riggs Street in the City of Mission.

**DETAILS:** Stride Development of Louisville, Colorado recently purchased a 9.6-acre parcel of undeveloped property on the south side of W. 51st Street between Foxridge Drive and Riggs Street. This parcel is zoned “RP-5” Planned Senior Adult Residential District and is intended to provide housing opportunities for those that are 55 years of age or older.

This zoning has been in place since at least the late 1980’s. There have been two previously approved development projects for the site – the Gables of Mission approved in 1987 and Mission Falls approved in 2007 – that never came to fruition for a variety of reasons. Both were multi-family residential projects for individuals 55 years of age or older. Stride is also proposing to develop a multi-family residential project on the site.

The proposed development will consist of two, four (4) story residential buildings connected in the middle with a one-story clubhouse. There will be a total of 132 units between the two buildings. The development will offer a number of amenities for the residents including an outdoor pool and courtyard area, pickleball court, dog park, and walking trail.

Because of the topography, all three buildings will be situated in the middle of the site atop a hill or ridge. Surface parking will be provided for the residents and guests on the south and west side of the site. The main point of access to the development will be off W. 51st Street with a drive that goes to the top of the hill where the buildings are located. There will be a secondary access point on the west side of the property, through the Bridges apartment complex onto Foxridge Drive.

A more complete description of the development project and applicable zoning requirements and other design factors is in the attached staff report presented to the Planning Commission at their regular meeting on February 28th. Staff will provide an update at the March 2 Community Development Committee on the Planning Commission’s findings and recommendations on this project.

**CFAA CONSIDERATIONS/IMPACTS:** Quality housing opportunities for those of all ages is one of the pillars of the Community for All Ages initiative. This project will fulfill a gap in housing opportunities for older residents in the community that has been identified in past surveys and market studies.

Related Statute/City Ordinance:	Section 410.050 of the Mission Municipal Code
Line Item Code/Description:	N/A
Available Budget:	N/A

**CITY OF MISSION, KANSAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN AND PRELIMINARY PLAT WITH STIPULATIONS FOR THE CONSTRUCTION OF A MULTI-FAMILY HOUSING DEVELOPMENT AT APPROXIMATELY W. 51ST AND RIGGS STREET IN THE CITY OF MISSION, KANSAS – STRIDE DEVELOPMENT, LLC, APPLICANT (PLANNING COMMISSION CASE # 22-01 AND CASE #22-02)**

**WHEREAS**, Subject property (KF251205-2001) is located at approximately the southwest corner of W. 51<sup>st</sup> Street and Riggs Street; and

**WHEREAS**, Subject property is zoned Planned Senior Adult Residential (“RP-5”) with certain stipulations on permitted uses, setbacks, and density; and

**WHEREAS**, Stride Development, LLC (the applicant), presented an application to the Community Development Department of the City of Mission for a preliminary development plan and preliminary plat for the construction of a 132-unit, multi-family housing development on the subject property on January 14, 2022; and

**WHEREAS**, the application (PC Case # 22-01) and (PC Case #22-02) were presented to the Mission Planning Commission on February 28, 2022, at which time a public hearing was held by the Commission so that all interested parties may present their comments concerning the application; and

**WHEREAS**, Notice of said public hearing was published in The Legal Record on February 8, 2022, and sent certified mail to property owners and occupants within 200 feet of the subject property; and

**WHEREAS**, At the conclusion of the public hearing, the Planning Commission took the application under consideration and voted X-X to recommend approval of the application to the Mission City Council.

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

**Section 1. Approval of Preliminary Development Plan Granted** – Pursuant to Section 440.175 of the Mission Municipal Code, permission is hereby granted to use the following property in the manner set forth in the Preliminary Development Plan, Planning Commission Case # 22-01, on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, Kansas 66202, and in accordance with Section 410.050 of the Mission Municipal Code, subject to the stipulations set forth in Section 2, and subject to all other laws and regulations:

Parcel ID KF251205-2001 more fully described Tract I and Tract II:

Tract I:

All that part of the West Half of Section 5, Township 12, Range 25, now in the City of Mission, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 5; thence North 90' East, along the North Line of the Northeast Quarter of the Southwest Quarter of said Section 5, a distance of 305.81 feet, to the True Point of Beginning of Subject Tract; thence continuing North 90" East, along the North Line of the Northeast Quarter of the Southeast Quarter of said Section 5, a distance of 111.64 feet; thence South 44" 48' 02" West, a distance of 588.30 feet, to a point on the West Line of the Northeast Quarter of the Southwest Quarter of said Section 5, and 417.45 feet South of the Northwest Corner thereof as measured along said West Line; thence South 0" 23' 56" East, along the West Line of the Northeast Quarter of the Southwest Quarter of said Section 5, and along the East Line of the Northwest Quarter of the Southwest Quarter of said Section 5, a distance of 140.99 feet; thence South 79" 19' 48" West, a distance of 1517.01 feet; thence North 0" East, a distance of 654.16 feet, to a point on the North Line of the Northwest Quarter of the Southwest Quarter of said Section 5; thence North 90" East, along the North Line of the Northwest Quarter of the Southwest Quarter of said Section 5, a distance of 389.28 feet; thence North 0" East, a distance of 50 feet; thence North 90' East, a distance of 420.71 feet; thence South 0" East, a distance of 50 feet to the True Point of Beginning except that part in streets and roads.

Tract II:

The West 389.28 feet of the East 504.18 feet of the Southwest Quarter of the Northwest Quarter of Section 5, Township 12, Range 25, lying South of 51st Street as established, in the City of Mission, Johnson County, Kansas, except that part in streets and roads.

**Section 2. Conditions and Stipulations** – The Preliminary Development Plan referenced in Section 1 above is hereby approved and adopted subject to the following stipulations:

1. A final development plan will be submitted to the City and approved by the Planning Commission prior to the issuance of any building permits.
2. A Final Stormwater Management Report will be required with the Final Development Plan submittal. The stormwater report will document stormwater

infrastructure and detention basin design details, subject to review and approval by Public Works staff.

3. An application for a Land Disturbance Permit shall be submitted to, and issued by, the City before any clearing, grading, digging or blasting occurs on the site.
4. The applicant shall submit a Final Site Plan and construction documents to the City for review and approval prior to building permit issuance.
5. A Final Plat shall be approved by the Planning Commission before building permit issuance.
6. The applicant shall obtain all approvals from the Consolidated Fire District No. 2 prior to building permit issuance.
7. The applicant shall obtain all approvals from Johnson County Wastewater and Johnson County Water District #1 prior to building permit issuance.
8. The applicant shall be responsible for all damage to existing City infrastructure, including roads, curbs, and sidewalks. Repairs shall be of a quality like or better than existing conditions before final Certificate of Occupancy issuance.
9. The applicant shall provide a two (2) year warranty bond on all public infrastructure installed as part of this Preliminary Development Plan; bond(s) will be placed on file with the City of Mission Community Development Department.
10. This Preliminary Plan approval shall lapse in five (5) years from its effective date if construction on the project has not begun, or if such construction is not being diligently pursued; provided, however, that the applicant may request a hearing before the City Council to request an extension of this time period. The City Council may grant an extension for a maximum of 12 months for good cause.

**Section 3. Approval of a Preliminary Plat Granted** – Pursuant to Section 440.210 through Section 44.230 of the Mission Municipal Code, approval of the preliminary plat for property as described in Section 1 is hereby granted as set forth in the Preliminary Plat, Planning Commission Case # 22-02, on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, Kansas 66202, subject to the following stipulations and all other laws and regulations:

1. A Final Plat will be prepared and presented to the Planning Commission with the following conditions:
  - A. Dedication of the turn-around at the north terminus of Riggs Street to the City and dedication of that portion of property cutting into the yard of 5101 Riggs. Such dedication will require approval by the City Council.

- B. Final Plat shall be sealed by a surveyor licensed in the state of Kansas and signed over the seal by said surveyor.
- C. Final Plat shall have appropriate dedications and assignment clauses to be agreed upon between applicant and the City.

**Section 4. Effective Date** - This ordinance shall take effect and be in force from and after its publication as required by law.

**Passed by the City Council this 9<sup>th</sup> day of March 2022.**

**Approved by the Mayor this 9<sup>th</sup> day of March 2022.**

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**Solana Flora, Mayor**

**ATTEST:**

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**Audrey M. McClanahan, City Clerk**

**APPROVED AS TO FORM:**

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**David Martin, City Attorney**



**STAFF REPORT**  
**Planning Commission Meeting February 28, 2022**

**NEW BUSINESS AGENDA ITEM:** 1

**PROJECT NUMBER / TITLE:** Case #22-01 - Preliminary Development Plan for a Multi-family Residential Development for Adults Aged 55

**REQUEST:** Case #22-01 - Consideration of a Preliminary Development Plan for a Multi-family Residential Development for Adults Aged 55+ to be known as Mission Preserve

**LOCATION:** 9.6-acre site at the Southwest Corner of 51st St and Riggs (Parcel ID: KF251205-2001)

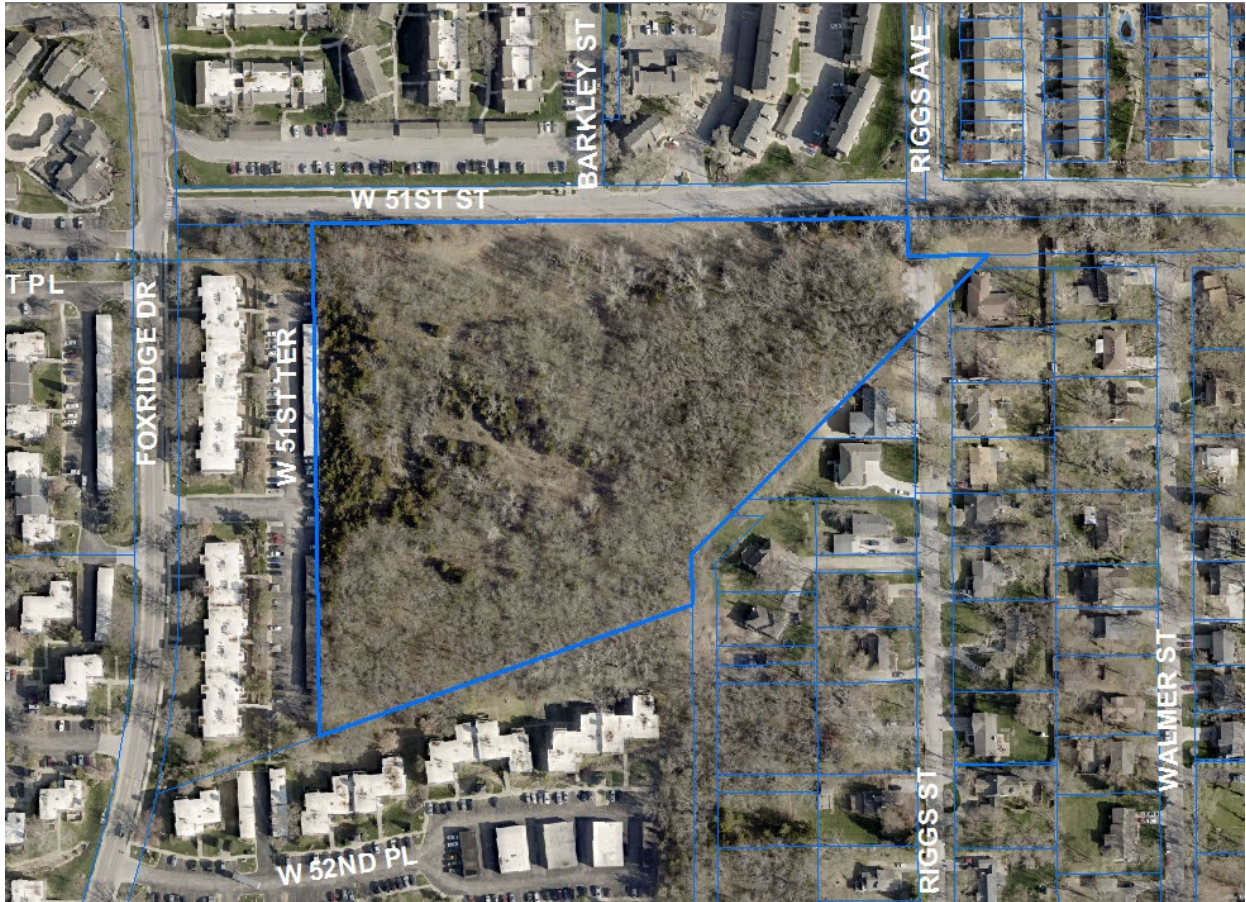
Abbreviated Legal Description: 5-12-25 BG 305.81' E NW CR NE1/4 SW1/4 E 111.64' SW 588.30' S 140.99' SW 517.01' N 654.16' E 389.28' N 50' E 420.71' S 50' TO POB & W 389.28' E 504.18' SW1/4 NW1/4 LYG S OF 51 ST EX PT IN RD 9.9468 ACS M/L MIC 92

**APPLICANT:** Jason Ferdig, Owner  
Stride DevCo. LLC  
Louisville, CO

**STAFF CONTACT:** Brian Scott, Deputy City Administrator

**ADVERTISEMENT:** February 8<sup>th</sup>, 2021 – The Legal Record

**PUBLIC HEARING:** February 28<sup>th</sup>, 2021 – Planning Commission



### Property Information

The subject property is a 9.6-acre, undeveloped parcel located on the south side of West 51<sup>st</sup> Street, east of Foxridge Drive and west of Riggs Street.

The property is zoned RP-5 – Planned Senior Adult Residential District. This zoning designation is intended to provide housing opportunities for independent seniors aged 55 years and older or assisted living and skilled nursing facilities. This zoning has been in place since the late 1980s.

There have been two previously approved development projects for the property that were never constructed - The Gables of Mission, a 132-unit multi-family development approved in 1987, and Mission Falls, a 203-unit multi-family development approved in 2007. Both projects were intended for those 55 years of age or older seeking an independent lifestyle housing opportunity.

The property is currently moderately wooded, with a hill crest or ridge in the center, steep slopes, and rock outcroppings.

### Zoning and Use of Surrounding Property

**North:** “R-6” High-Rise Apartment District – Wellington Club apartment complex (built in 1972) and Foxfire apartment complex (built in 1984)

**East:** “R-1” Single-Family Residential District – Single-family homes along Riggs Street (built dates vary from 1920 to 1980)

**South:** “R-4” Garden Apartment District – Bridges at Foxridge apartment complex (built in 1970)

**West:** “R-4” Garden Apartment District – Bridges at Foxridge apartment complex (built in 1973)

### Comprehensive Plan and Future Land Use Map

The proposed comprehensive land use plan (Tomorrow Together, City of Mission Comprehensive Land Use Plan for 2040) indicates the subject property as High-Density Residential. This is consistent with the current comprehensive land use plan, adopted in 2007, and previous comprehensive land use plans dating back to 1968.

### Project Information

Stride DevCo LLC (hereafter, Stride) purchased the property last summer. Stride proposes to construct a 132-unit, multi-family development on the site, marketed to individuals aged 55 years or older who are seeking an active, independent lifestyle. Assisted living and/or long-term nursing care will not be a part of this project. The proposed development is known as Mission Preserve.

### Project Description

The proposed development consists of two residential structures (east and west) connected by a structure serving as a clubhouse with entryway and lobby, leasing offices, shared workspace offices for residents, and a general seating and lounge area with a chef’s kitchen.

The clubhouse is one-story while the two residential buildings are four-stories each. Due to the grade change, the west building has a basement with direct at-grade-access. The basement contains resident storage area, bike storage, and a workshop area. The total square footage for the development is 186,140 square feet with a 57,490 square foot building footprint.

There are 20 one-bedroom apartments and 112 two-bedroom apartments for a total 132 units (244 bedrooms). Stride believes the second bedroom will be an attractive option for residents who want a guest room, home office, or craft room.

The development offers several outdoor amenities including patio area with barbecue grill, fire pit, sun deck, and swimming pool. A community garden, small dog park, and pickleball court are proposed on the south side of the development. A walking trail on the north will extend northwest into an existing forested area.

## Building Design and Components

Exterior building materials include a 10-foot-high stone veneer base around each of the two residential buildings with lap siding above. Each building has two sections that project slightly from the façade creating alternating wall plans that break up the façade to a more human scale and provide visual interest. The projections are surfaced in cement fiber board with trim to cover the seam, creating a board and batten look. The roofs will have a 12/4 pitch covered in composition shingles.

The one-story clubhouse has a similar design and exterior elements. The portico at the front of the building over the driveway and a cupola on the roof with windows provide natural lighting for the lobby and lounge area within.

## Landscaping

The applicant is attempting to preserve many of the existing trees on site around the building footprint. The largest area of preserved trees and vegetation will be in the northeast corner of the site, but trees around the entire perimeter of the site, especially on the south side will be maintained.

Within the site there will be variety of ornamental trees, interior shade trees, evergreens and shrubs. Stride proposes two small ponds on the property, one on the north side at the entrance drive and the other on the south side of the property. The ponds serve as attractive landscape elements, as well as storm water detention basins.

## Site Access and Parking

Primary access to the development is a single point entrance at 51<sup>st</sup> Street, approximately midpoint of the property's north frontage. From the entrance, there is an approximately 720-foot driveway up the hillside to the entrance of the clubhouse or around the building to the west parking lot. A secondary western access aligns with a dedicated easement that runs through the apartment complex west of Foxridge Drive.

Stride proposes a small parking lot on the north with 15 parking spaces adjacent to the clubhouse. There are three larger, primary parking lots; one on the west (75 parking spaces), one on the south (46 parking spaces), and one on the southeast (48 parking space). There are a total of 184 parking spaces and carports are on the interior side of the parking lots, adjacent to buildings, for resident parking.

The fire marshal reviewed the preliminary site plan and is not concerned with fire access at both access points or the ability for fire apparatus to maneuver throughout the site.

## Site Configuration

The property is an unusual shape with the north and west property lines forming a 90-degree angle at the northwest corner, and the east property line forming a 45-degree angle at the northeast corner. At the northeast corner, the property line returns in southwesterly direction. The northeast corner of the property crosses the north end of Riggs Street and cuts into a portion of the front yard of the property at 5101 Riggs Street. City staff requested a dedicated

right of way to the city for the northern terminus of Riggs Street and to provide the remaining portion in fee simple to the owner of 5101 Riggs. This dedication will be further addressed in the final plat.

**Code Review and Analysis – Zoning**

R-5 (RP-5) – Planned Senior Adult Residential District at Section 410.050 of the Mission Municipal Code provides the following zoning restrictions:

**Permitted Uses.** In District R-5, no building, structure, land or premises shall be used and no structure shall be hereafter erected, constructed, reconstructed or altered except for one (1) or more of the following uses:

1. Apartment structures designed for occupancy by persons of retirement age, primarily fifty-five (55) years and older, who do not require continuing or intensive health care.
2. Congregate living facilities for persons of retirement age.

*Analysis: The proposed project is a multi-family residential development for individuals aged 55 or older who seek an independent lifestyle. There will be congregate living facilities as part of this project. The proposed project is a permitted use in this zoning.*

**Height And Area Regulations Generally.** The minimum lot area per occupant, minimum lot and yard dimensions, and building height shall generally conform to the following guidelines:

Every apartment house hereafter constructed, reconstructed or converted shall provide a lot area per unit of not less than the following:

2 Bedroom Unit	1,400 square feet
1 Bedroom Unit	1,100 square feet

Every congregate living facility hereafter constructed, reconstructed or converted shall provide a lot area per occupant of not less than five hundred (500) square feet.

Living floor area shall be not less than the following:

2 Bedroom Unit	700 square feet
1 Bedroom Unit	500 square feet

The Planning Commission and City Council may grant relief from the above guidelines upon a showing of good cause or due to unique circumstances and exceptional design.

*Analysis: The proposed project will have only one and two-bedroom apartments. The zoning stipulates a lot area of not less than 1,100 square feet per one-bedroom unit and 1,400 square feet per two-bedroom unit.*

The west residential building area is approximately 102,800 square feet. There are four (4) one-bedroom apartments on each of the four floors in the building for a total of sixteen (16) units in the building and a 17,600 total square foot lot area required for one-bed room units. There are sixteen (16) two-bedroom units on each of the four floors in the building for a total of sixty-four (64) units in the building and a 89,600 total square foot lot area required for two-bedroom units.

Total lot area required for the number and type of units in the west building is 107,200, or 4,400 square feet greater than the actual building size of 102,800 square feet.

The east residential building is approximately 70,600 square feet. There is a one (1) one-bedroom apartment on each of the four floors for a total of four (4) one-bedroom units and a 4,400 total square foot lot area required for one-bedroom units. There are twelve (12) two-bedroom units on each of the four floors for a total of forty-eight (48) two-bedroom units and a 67,200 total square foot lot area required for two-bedroom units.

Total lot area required for the number and type of units in the west building is 71,600, or 1,100 square feet greater than the building size.

<b>Lot Area per Apartment Building</b>	<b>West Building</b>	<b>East Building</b>	<b>Club House</b>
Total Sq. Ft. Required for One Bedroom	17,600	4,400	
Total Sq. Ft. Required for Two Bedroom	89,600	67,200	
Total Square Footage Required	107,200	71,600	
Total Square Footage Provided	102,800	70,600	12,740
Difference	(4,400)	(1,000)	

When calculating the lot area per one or two-bedroom unit, common areas of the building are included in the calculation. The zoning stipulation of 1,100 square feet of lot area does not mean that the unit itself must be 1,100 square feet. Rather, a portion of the common area of the building is included in the 1,100 square feet requirement.

Actual unit sizes proposed for the project are as follows:

- One-Bedroom = 1,040 Square Feet
- Two-Bedroom (A) = 1,072 Square Feet
- Two-Bedroom (B) = 1,144 Square Feet

Furthermore, the total square footage of the project (all three buildings) is equal to approximately 186,140 square feet, while the entire site is 434,598 square feet, or a ratio of building to land of 43%. It is the desire of the applicant and the City to preserve open space on the property. Therefore, a slightly lesser lot area per unit is acceptable to provide more open space on the property.



**Yards.** No building shall be located closer than twenty-five (25) feet to a property line provided greater setbacks may be required in the planned zoning process.

*Analysis: The three buildings are grouped together in the center of the property. Both the west and east apartment buildings are set back approximately 100' from the property lines, almost four times the distance required by the zoning regulations.*

**Height.** No minimum or maximum height except as determined in the planned zoning process.

*Analysis: The two residential buildings are proposed to be four stories in height, which is acceptable in the "RP-5". The height of the buildings is comparable to other multi-family developments in the area.*

*In addition, the east building will be sitting lower than the nearest home off of Riggs. A cross section of the elevation difference indicates that the home would be even third level of the residential building.*

**Parking.** For multi-family residential buildings hereafter constructed, reconstructed, or converted for the exclusive use of persons fifty-five (55) years of age or older, one (1) parking space shall be provided on the premises for each bedroom, but only one (1) space for each three (3) bedrooms need be improved and paved until such time as parking demand, as determined by the City Council, requires the pavement of additional space. Until such deferred parking is required to be approved, the City Council may require the area of said parking to be preserved as landscaped open space.

*Analysis: There are 244 bedrooms for the proposed development. A literal interpretation of the code requires only 73 parking spaces (244 divided by 3). However, there are 132 units (one and two-bedrooms), so a minimum of 132 parking spaces are needed. Stride proposes 184 parking spaces. The additional parking spaces are for employees of the development and visiting family or guests. There will also be a certain percentage of both one-bedroom and two-bedroom units that have two drivers per unit. Staff believes the proposed number of 184 parking spaces is adequate for the proposed development. Additionally, Stride proposes to construct car ports within parking lots located on the interior, adjacent to the buildings. Carports are a permitted accessory use.*

### **Code Review and Analysis – Landscaping, Stormwater, and Traffic**

#### **Landscaping:**

The landscape plan preserves the natural wooded area in the northeast corner of the site and provides an area for a walking trail. There will be a wooded buffer around much of the property, especially on the south end.

Section 415.090 of the Mission Municipal Code stipulates that “in all zones one (1) tree is required for each fifty (50) feet of street frontage or portion thereof. Said trees shall be planted within the landscape setback abutting said street frontage. Trees may be clustered or arranged within the setback and need not be placed evenly at fifty (50) foot intervals.” Because much of the natural woodland, especially along 51<sup>st</sup> Street will remain, Stride believes this requirement has been met. There are also obstacles that prevent additional landscaping along the street frontage, including overhead powerlines, the proposed sidewalk, and the existing hillside. Staff is supportive of this position but recommends that landscaping is added in the future if the powerlines are buried.

The portion of the developed site will include new trees. Trees shown on the plan include ornamental trees such as Serviceberries, Redbuds, and Dogwoods; shade trees such as Red Oak and Silver Lindens; and evergreens such as Red Cedar and Norway Spruce. Section 415.090 stipulates that one tree is provided for every 3,000 square feet of open space. There is 222,963 square feet of open space on this site which equates to 74 trees, which are provided in addition to the existing woodlands according to the landscape plan. The quantity and variety of trees meets the requirements in Section 415.060 et seq of the Mission Municipal Code. In addition, there are a variety of shrubs throughout the site.

Section 415.110 of the Mission Municipal Code stipulates that all parking lots with more than 25 parking spaces shall include at least 6% of landscaping per lot. Parking lot landscaping islands spaced throughout the parking area contain shade trees and ground covering. Based on the number of parking spaces, nine (9) parking lot trees are required. The plan proposes thirteen (13) trees within parking lot areas.

### Sidewalk

Section 515.360 of the Mission Municipal Code stipulates, “Sidewalks shall be installed by the subdivider/developer on both sides of all primary and secondary thoroughfares and collector streets and on one (1) side of all local residential streets. Sidewalks shall be required only on peripheral streets in industrial parks. All sidewalks shall be not less than four (4) feet in width, of Portland cement concrete and shall comply with the specifications of the City. Sidewalks shall be located in the platted street right-of-way abutting the property line, and whenever setbacks allow, these sidewalks shall be separated from the street curb by a distance of at least five (5) feet and landscaped with street trees as indicated in Section [240.070](#). Walks shall also be installed in any pedestrian easements as may be required by the Planning Commission.

Stride proposes to construct a five-foot wide sidewalk in the City’s right-of-way from the development’s entrance point toward the west to Foxridge Drive and connecting with the existing sidewalk on Foxridge Drive.

### Stormwater

Stride proposes that site runoff is conveyed via underground storm sewer and drainage flumes to two proposed detention basins – one on the north side of the site and one on the south side of the site. The overall drainage patterns will generally remain the same on the site. The northern portion of the site drains to a north-central detention basin and the southern portion of the site drains southward to a southwest detention basin. The proposed detention basins are designed for the 1-year, 10-year, and 100-year storm projections at release rates that are less

than existing conditions. Final details on stormwater and detention basin design will be provided in the Final Stormwater Management Report to be submitted with the Final Development Plan.

### Traffic

Stride submitted a Traffic Impact Study (TIS) to document traffic and trip generation for the proposed development. The proposed trip generation for multifamily housing (mid-rise) estimates a total of 583 vehicles per day, with 46 a.m. peak hour trips and 52 p.m. peak hour trips. Based on the proposed trip generation, it is anticipated that there will be minimal impacts to existing traffic on surrounding arterials, including 51<sup>st</sup> Street and Foxridge Drive.

### **Code Review and Analysis – Preliminary Development Plan**

Section 440.160 of the Mission Municipal Code provides the standards and criteria for consideration of site plans. Section 440.160 (D) provides the following:

The site plan shall be approved if it is determined that the following criteria are satisfied:

1. The site is capable of accommodating the building(s), parking areas, and drives with appropriate open space.

*Analysis: the subject property is capable of accommodating the buildings, parking areas, and drives as proposed. The applicant developed a plan that takes advantage of the natural features of the site and preserves as much open space as possible.*

2. The plan provides for safe and easy ingress, egress, and internal traffic circulation.

*Analysis: the proposed site plan provides for safe and easy ingress and egress to the development from 51<sup>st</sup> Street as well as Foxridge Drive through the Bridges at Foxridge apartment complex.*

3. The plan is consistent with good land planning and site engineering design principles.

*Analysis: The proposed site plan is consistent with good land planning and site engineering.*

4. An appropriate degree of harmony will prevail between the architectural quality of the proposed building(s) and the surrounding neighborhood.

*Analysis: The architectural quality of the proposed development is in keeping with other development projects that surround the site. Proposed materials are consistent with the City's design guidelines.*

5. The plan represents an overall development pattern that is consistent with the Comprehensive Plan and other adopted planning policies.

*Analysis: The proposed development project is consistent with the type of development that has been identified in the City's comprehensive land use plans dating back to 1968, as well as the proposed updated comprehensive land use plan. It is also consistent with*

the zoning category that was established for this property in 1987.

6. Right-of-way for any abutting thoroughfare has been dedicated pursuant to the provisions of Chapter [455](#).

Analysis: Right-of-way has been identified in the site plan and a sidewalk is proposed.

When reviewing an application for a preliminary development plan, consideration is given to whether the application is compatible with the designated zoning district and the overall comprehensive land use plan of the City. Staff believes this is the case for the Mission Preserve proposed development.

**Recommendation:**

Staff recommends that the Planning Commission recommend to the City Council approval of Case #22-01 – Consideration of a Preliminary Development Plan for a Multi-Family Residential Complex for Adults Aged 55+ – with the following conditions:

**Conditions of Approval:**

1. A final development plan will be submitted to the City and approved by the Planning Commission prior to the issuance of any building permits.
2. A Final Stormwater Management Report will be required with the Final Development Plan submittal. The stormwater report will document stormwater infrastructure and detention basin design details, subject to review and approval by Public Works staff.
3. An application for a Land Disturbance Permit shall be submitted to, and issued by, the City before any clearing, grading, digging or blasting occurs on the site.
4. The applicant shall submit a Final Site Plan and construction documents to the City for review and approval prior to building permit issuance.
5. A Final Plat shall be approved by the Planning Commission before building permit issuance.
6. The applicant shall obtain all approvals from the Consolidated Fire District No. 2 prior to building permit issuance.
7. The applicant shall obtain all approvals from Johnson County Wastewater and Johnson County Water District #1 prior to building permit issuance.
8. The applicant shall be responsible for all damage to existing City infrastructure, including roads, curbs, and sidewalks. Repairs shall be of a quality like or better than existing conditions before final Certificate of Occupancy issuance.
9. The applicant shall provide a two (2) year warranty bond on all public infrastructure installed as part of this Preliminary Development Plan; bond(s) will be placed on file with the City of Mission Community Development Department.
10. This Preliminary Plan approval shall lapse in five (5) years from its effective date if construction on the project has not begun, or if such construction is not being diligently pursued; provided, however, that the applicant may request a hearing before the City Council to request an extension of this time period. The City Council may grant an extension for a maximum of 12 months for good cause.

**Planning Commission Action:** To be considered by the Planning Commission on February 28, 2022

**City Council Action:** To be considered by the City Council on March 9, 2022



## Mission Preserve: Development Narrative

Stride DevCo (owner), is requesting a change to the previously approved Mission Falls Development Plan which allowed for the construction of 240 senior independent living apartment units on the 9.85 acres located at approx. 51<sup>st</sup> St. and Foxridge Drive, identified by Johnson County Parcel# KF251205-2001. The property is currently zoned RP-5, Senior Adult Residential District. Stride DevCo's proposal is to update the current development plan to build 132, 55+ age restricted, active adult multifamily living units and to name the development "Mission Preserve".

While Mission Preserve will be available for residents over the age of 55, the typical actual average age of the residents at similar age-restricted active adult apartments upon move-in is reported to be 70 to 73, with actual ages ranging from 62 to 90. These residents will be healthy and active and able to live independently. They do not require or desire the supportive services that are typically offered and required at full-service independent living communities, such as meals, housekeeping, laundry services, etc. The main motivations for moving into an active adult Senior apartment are to downsize, simplify living arrangements, access a maintenance-free lifestyle, security, and socialization. They find value in social activities and amenities such as a fitness center, social activity/gathering areas, and outdoor areas such as landscaped courtyards with seating areas, swimming pool, barbeque grill, gardening areas and direct connections to Mission's public sidewalks, parks, and streets along both 51<sup>st</sup> St and Foxridge Drive. Stride DevCo will continue to work with staff to identify the best location for the new city sidewalk connecting Mission Preserve's main entrance on 51<sup>st</sup> St. to Foxridge Drive.

The Clubhouse will provide additional guest amenities including Management and leasing offices, conference rooms, a guest business center with related facilities, a library and media center, internet/computer center, mail/package room, grand dining room and private dining areas, a large demonstration kitchen, a wet bar, aerobic and fitness rooms with equipment, guest toilet and locker facilities, a multipurpose room, in-house theatre, and janitorial/housekeeping space. In addition, the south half of the basement area of Building Area 3 contains additional flex space that could be utilized for: crafts, social gatherings, additional conference rooms and offices, additional guest storage space, and additional mechanical, electrical, and maintenance rooms. This area is also served by an elevator for ADA access.

Stride DevCo will work openly with the Sustainability Commission throughout the approval process to identify and implement sustainable design standards through the site planning stages as well as building design, construction, and management.

Recognizing that adjoining property owners are likely concerned about the effect of the development on their property, every component of this project was evaluated to minimize their impact. The Mission Preserve Development Plan significantly increases the building setbacks from those of the previously approved development plan as well as those required by zoning or code. The minimum distance from the building to any

property line is >80 ft. Increasing the setbacks also allows for greater lighting design flexibility to reduce the nighttime impact of the project on neighboring properties.

The location of the access points for the property will remain the same as previously approved. The main access to the project is off 51<sup>st</sup> Street extending to the south with an entry island and community monument sign dividing the dedicated entry and exit lanes. The secondary access is located off Foxridge Drive from the west side of the property. The secondary access will utilize the existing 30 ft Non-Exclusive Ingress-Egress Easement. Vol. 836, PG. 659.

Care has been taken to ensure fire and emergency vehicles have full access and adequate maneuvering capabilities throughout the site, including a 96 ft turnaround at the NE corner of the building. The final development plans for the fire flows, number and location of fire hydrants, size of the fire service line, verification if a fire pump will be required, location of FDC and other fire service features will be reflected on the applicable civil sheets and provided to the Fire Marshal and Building Official for review as part of the FDP and construction documents. Final development plans for the complete building fire sprinkler and fire alarm systems will be provided to the Fire Marshal and the Building Official for review as deferred submittals.

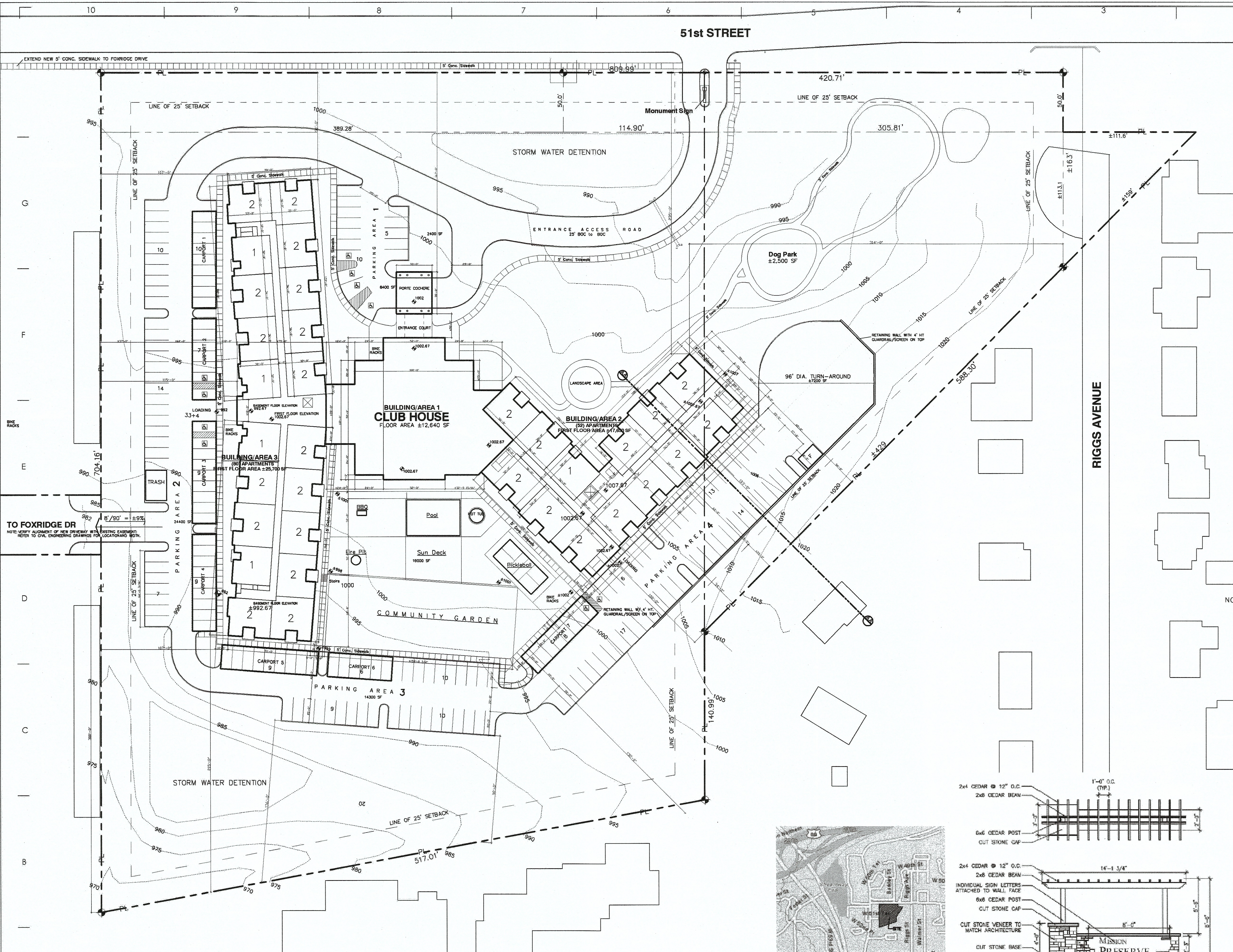
The site plan provides for 183 parking spaces, 10 of which will be handicapped accessible. Special emphasis has been given to preserving as much of the existing wooded area as possible while also providing for the adequate detention, building footprint, sidewalks, drives and parking areas. Preserving existing wooded areas allows for private walking trails to be included at the northeast area of the property. If city council determines that additional parking is required, additional preserved wooded area can be cleared to allow for 1 parking space per bedroom for a total of 244 parking spaces.

Mission Preserve is comprised of a one-story Clubhouse at the center of the structure (Building Area 1) and two, four story wings containing the living units (Building Areas 2 and 3). Building Area 2 is an L shaped wing to the southeast of the common clubhouse and consists of 13 living units on each floor totaling 52 units. Building Area 3 is a slightly angled wing extending to the northwest and southwest of a common entry and consists of 20 living units per floor totaling 80 units which gives the project a total of 132 living units. The unit mix for the project is (a) 112 2- bedroom units with 2 bathrooms and (b) 20 1- bedroom units with a den and 1 ½ bathrooms.

The Clubhouse and living areas will be constructed to meet all current building codes as directed by the Mission Building Department. Construction will include 2x6 wood frame structure and a truss roof system. Exterior finishes will include a combination of lap siding, board and batten siding, and stone veneer with no more than 4 colors on the building facade. Ground level floors will be slab on grade. Interior wall and ceiling finishes will be primarily drywall but may include wood or tile accents. Interior floor finishes will include carpet, tile, and other hard surface finishes on lightweight concrete over plywood decking. Both living unit building areas are served by elevators and stairs and all three building areas will be protected by fire sprinkler systems in accordance with current applicable code.

Jason Ferdig – Owner  
Stride DevCo, LLC





51st STREET

RIGGS AVENUE

**Legal Description:**

Tract 1:  
All that part of the West Half of Section 5, Township 12, Range 25, now in the City of Mission, Johnson County, Kansas, more particularly described as follows:  
Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 5; thence North 90° East, along the North Line of the Northeast Quarter of the Southwest Quarter of said Section 5, a distance of 305.81 feet, to the True Point of Beginning of Subject Tract; thence continuing North 90° East, along the North Line of the Northeast Quarter of the Southwest Quarter of said Section 5, a distance of 111.64 feet; thence South 44° 48' 02" West, a distance of 588.30 feet, to a point on the West Line of the Northeast Quarter of the Southwest Quarter of said Section 5, and 117.45 feet South of the Northeast Corner thereof, as measured along said West Line; thence South 0° 23' 56" East, along the West Line of the Northeast Quarter of the Southwest Quarter of said Section 5, and along the East Line of the Northwest Quarter of the Southwest Quarter of said Section 5, a distance of 140.99 feet; thence South 79° 19' 48" West, a distance of 517.01 feet; thence North 0° East, a distance of 654.16 feet, to a point on the North Line of the Northwest Quarter of the Southwest Quarter of said Section 5; thence North 90° East, along the North Line of the Northwest Quarter of the Southwest Quarter of said Section 5, a distance of 389.28 feet; thence North 0° East, a distance of 50 feet; thence North 90° East, a distance of 420.71 feet; thence South 0° East, a distance of 50 feet, to the True Point of Beginning, except that part in streets and roads.

Tract II:  
The West 389.28 feet of the East 504.18 feet of the Southwest Quarter of the Northwest Quarter of Section 5, Township 12, Range 25, lying South of 51st Street as established, in the City of Mission, Johnson County, Kansas, except that part in streets and roads.

**Site Data:**

Zoning	RP-5 Planned Senior Adult Residential
Total Site Area	434,598 SF ±9.9 Acres
Total Building Footprint	57,490 SF
Site Area/Floor Area Ratio	7.2
Total Apartment Units	20 1 Bedroom Units 112 2 Bedroom Units 132 Units Total 244 Bedrooms Total
Building Floor Area/Site Area Ratio	187,540 SF .432 RATIO 434,598 SF
Residential Density	Units: 132 Acres: 9.9 13.3 Units/Acre
Total Pavement Area	±85,500 SF

**Parking**  
Parking Spaces Required: 244 Spaces  
Parking Provided: 183 Spaces  
NOTE: 10 Accessible Spaces included in above total

Building Footprint	±58,000 SF
Roads and Parking Areas	±85,500 SF
Total:	±143,500 SF

Required Site Area:	Qty.	Min SF/Unit	Total
One Bedroom Units:	20	1100	22,000 SF
Two Bedroom Units:	112	1400	156,800 SF
Total Site Area Required:	132		178,800 SF
Site Area Provided:			434,598 SF
Open Space Provided:			290,408 SF

Living Area Per Apartment	Qty	Floor Area Required	Provided
One Bedroom (A)	20	500 SF	1040 SF
Two Bedroom (B)	76	700 SF	1072 SF
Two Bedroom (C)	36	700 SF	1144 SF
			132

**Notes:**

- Flood Note: The 100 Year Flood Plain does not encroach on this property.
- All exterior ground or building mounted mechanical equipment will be screened with architectural or landscape treatments.
- Any above ground electrical and communications cabinets located in front yard setbacks will be screened with landscape treatments.
- Setbacks are shown on the Plan drawing.
- This property will be served by the public sewer.
- All interior streets are private to the development.
- In accordance with Section 410.050: For multi-family residential buildings hereafter constructed, reconstructed or converted for the exclusive use of persons fifty-five (55) years of age or older, one (1) parking space shall be provided on the premises for each bedroom, but only one (1) space for each three (3) bedrooms need be improved and paved until such time as parking demand, as determined by the City Council, requires the pavement of additional space. Until such deferred parking is required to be approved, the City Council may require the area of said parking to be preserved as landscaped open space.

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NORTH KANSAS CITY, MO 64116  
816.721.7564 hwilliams@wskfarth.com

JOB NUMBER 21 01 01

MISSION PRESERVE  
WEST 51st STREET  
MISSION, KS 66202

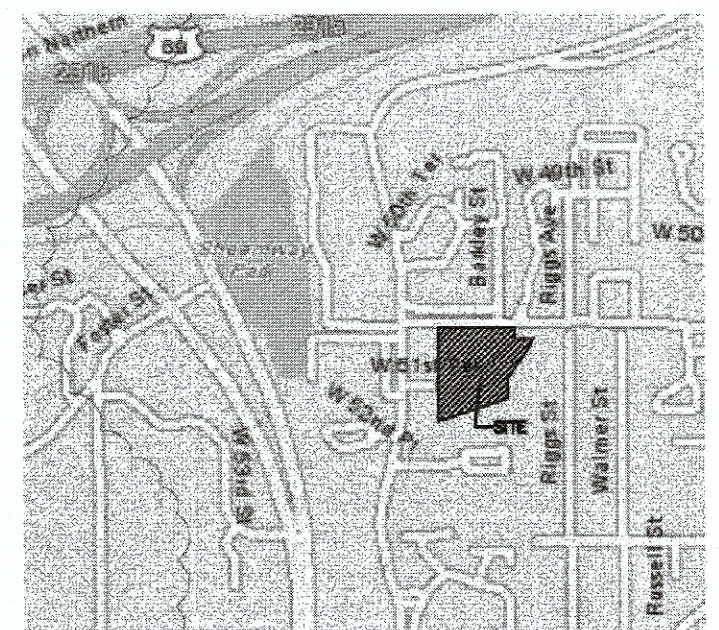
REVISED PER DEV. PLAN REVIEW 2/11/2022

SITE DEVELOPMENT PLAN

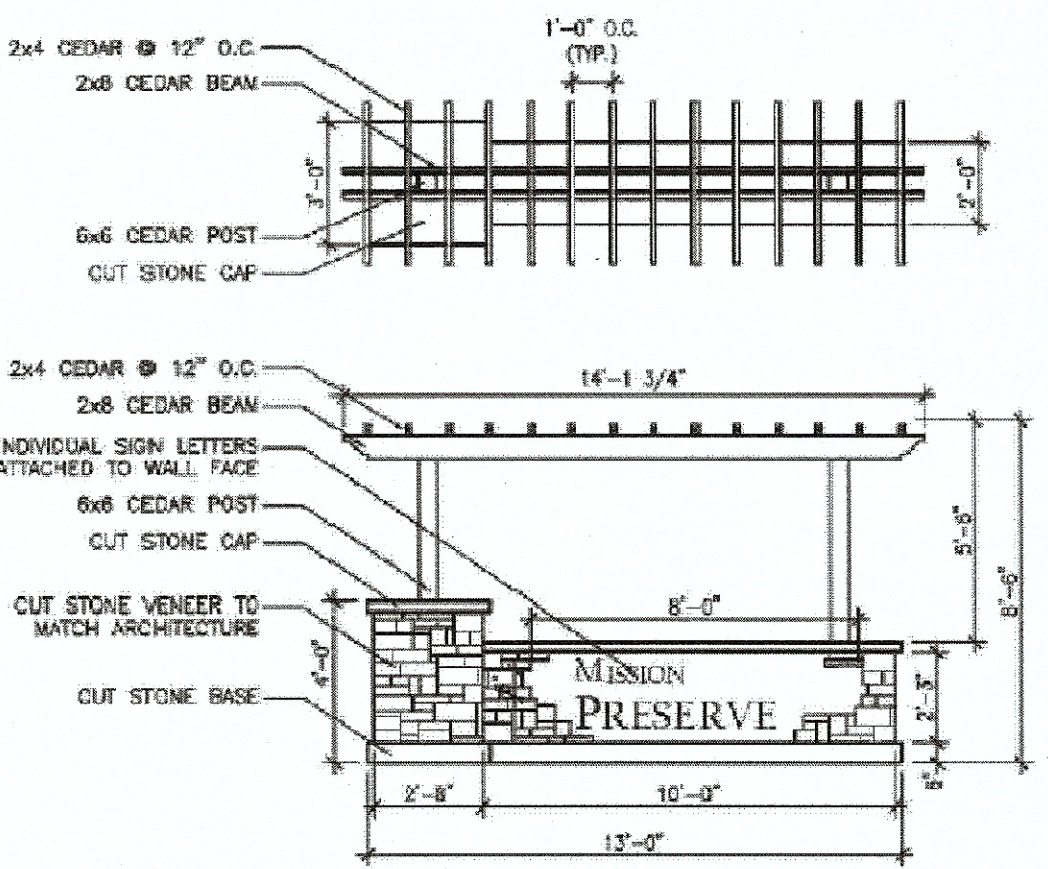
A1.01

**SITE PLAN**

SCALE: 1" = 40'-0"



VICINITY MAP:



ENTRY MONUMENT  
SCALE: 1/4" = 1'-0"



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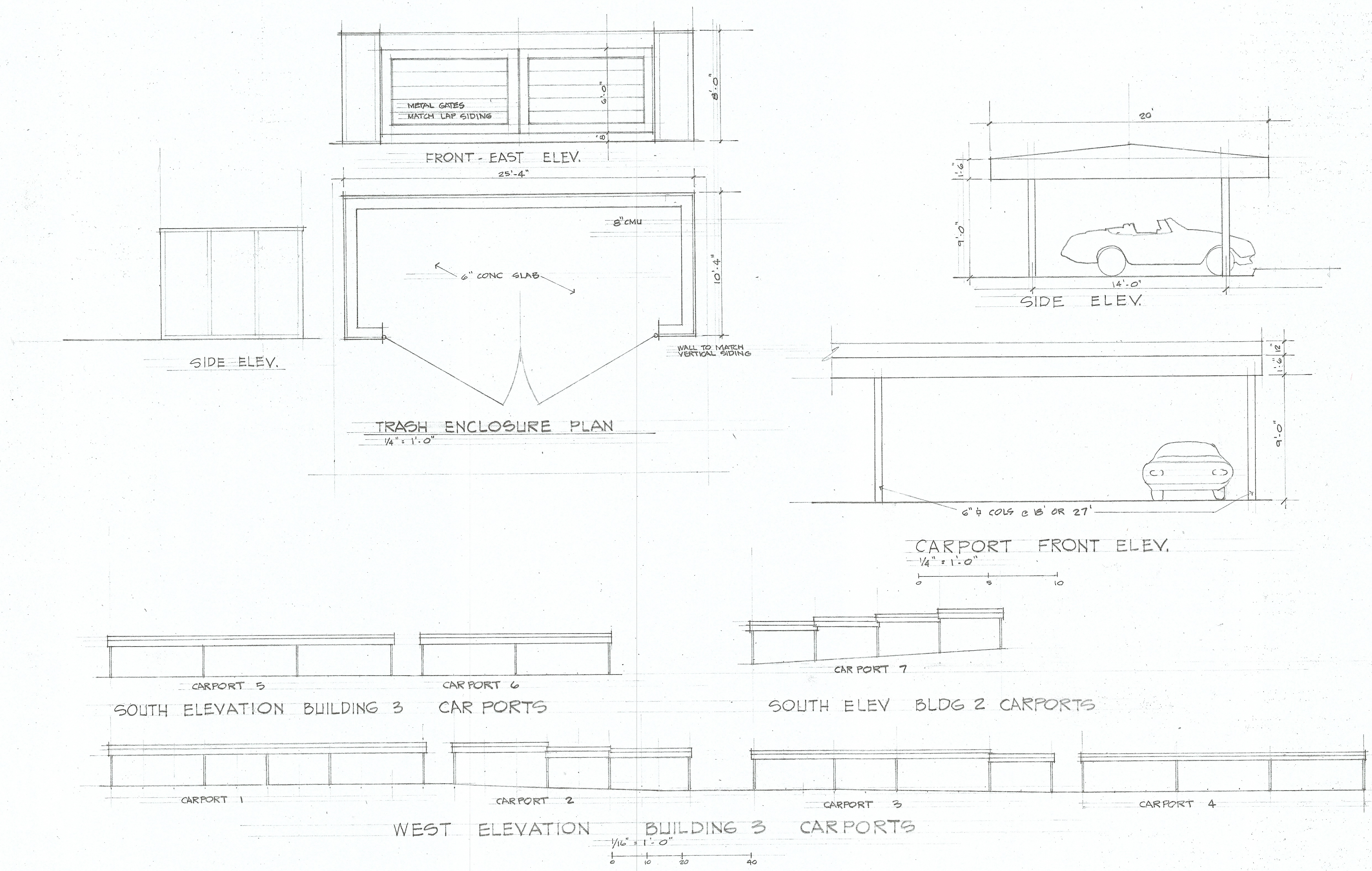
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 AT MISSION, KS

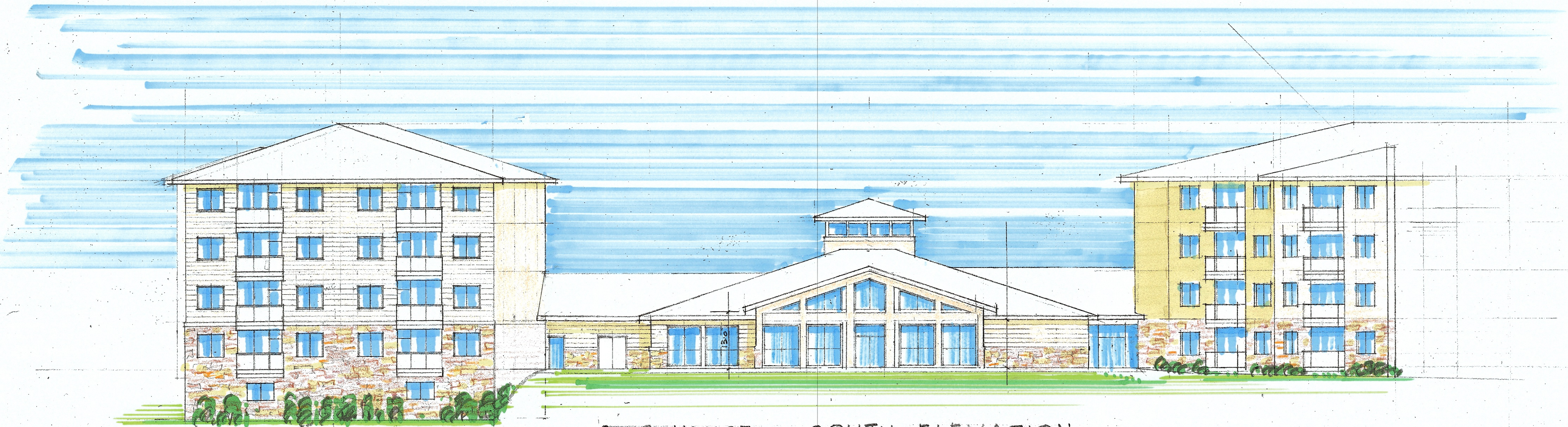
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CARPPTS +  
 TRASH ENCL

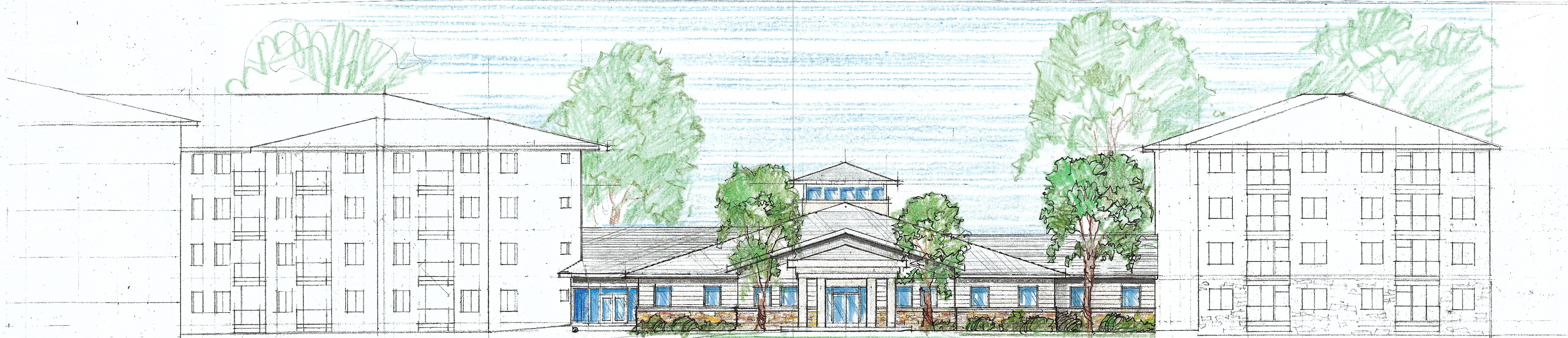
A3.10







CLUB HOUSE SOUTH ELEVATION  
 1/16" = 1'-0"



CLUB HOUSE NORTH ELEVATION  
 1/16" = 1'-0"

MISSION PRESERVE  
 AT MISSION, KS

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2-11-2022

RENDERING 1  
 A4.10

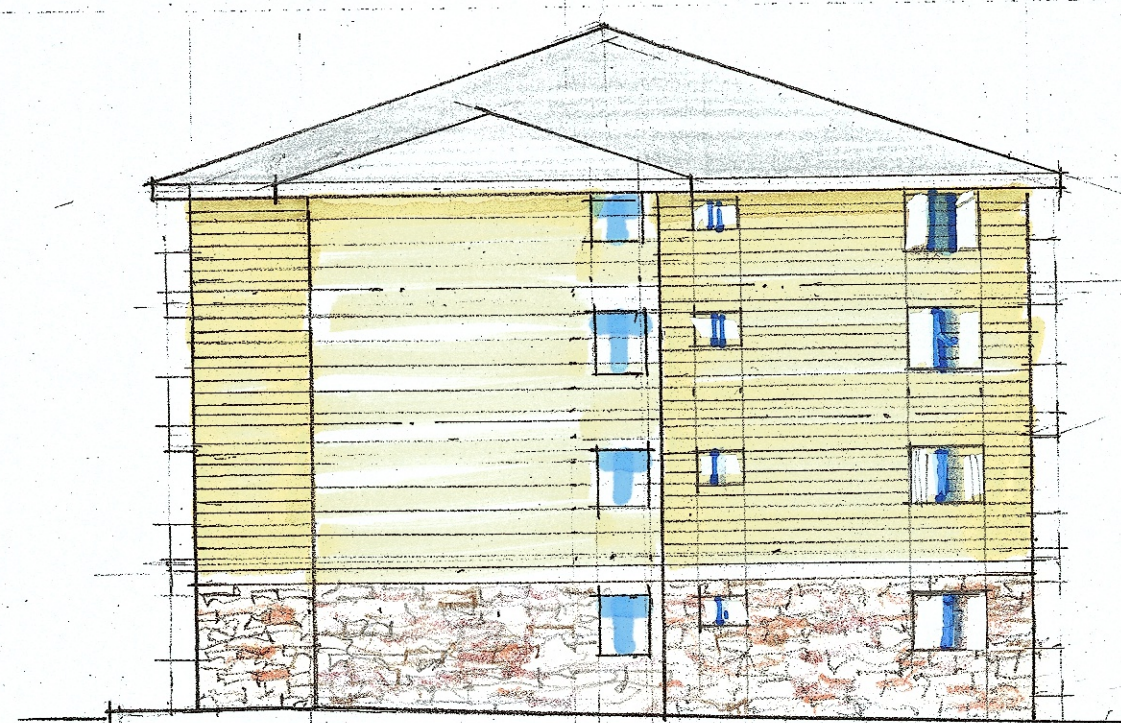




NORTHWEST ELEVATION BUILDING 2  
1/16"



SOUTHEAST ELEVATION BUILDING 2  
1/16"



NORTHEAST ELEVATION BUILDING 2  
1/16"



SOUTHWEST ELEVATION BUILDING 2  
1/16"

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JOB NUMBER

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AT MISSION, KS

2-11-2022

RENDERING 2

A4.20





WEST ELEVATION  
1/16" = 1'-0"



EAST ELEVATION  
1/16"

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JOB NUMBER

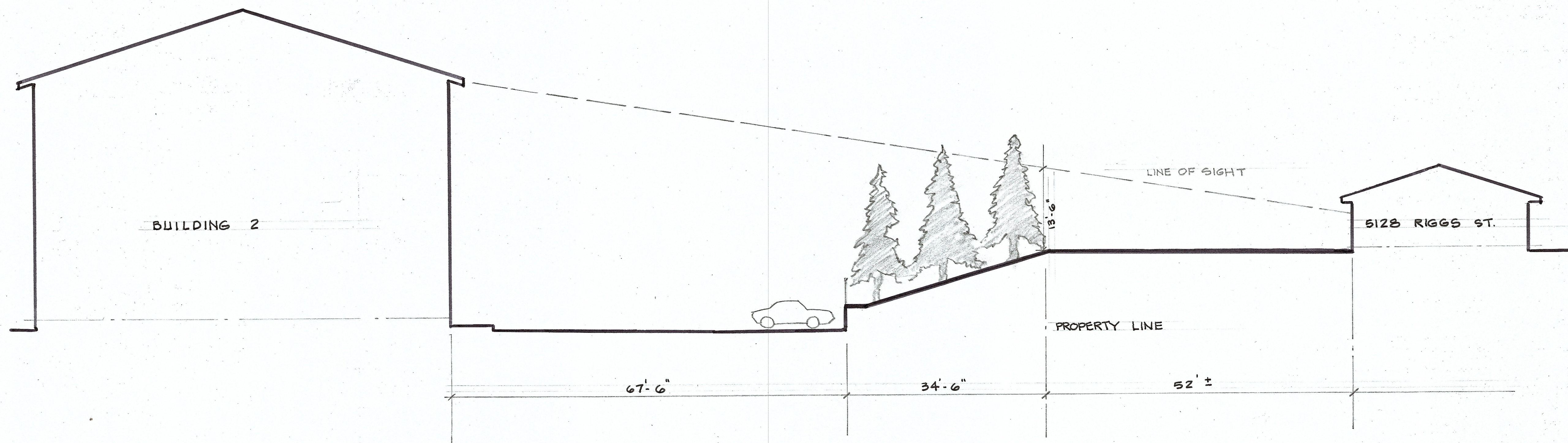
MISSION PRESERVE  
AT MISSION, KS

2-11-2022

RENDERING 3

A4.30





SECTION AA

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JOB NUMBER

MISSION PRESERVE  
 AT MISSION, KS

2-11-2022

LINE OF SIGHT

A4.40



**NEW BUSINESS AGENDA ITEM: 2**

**PROJECT NUMBER / TITLE:** Case #22-02, Mission Preserve Preliminary Plat

**REQUEST:** Consideration of a Preliminary Plat for a Multi-Family Residential Complex for Adults Aged 55+

**LOCATION:** 9.6-acre site at the Southwest Corner of 51st St and Riggs (Parcel ID: KF251205-2001)

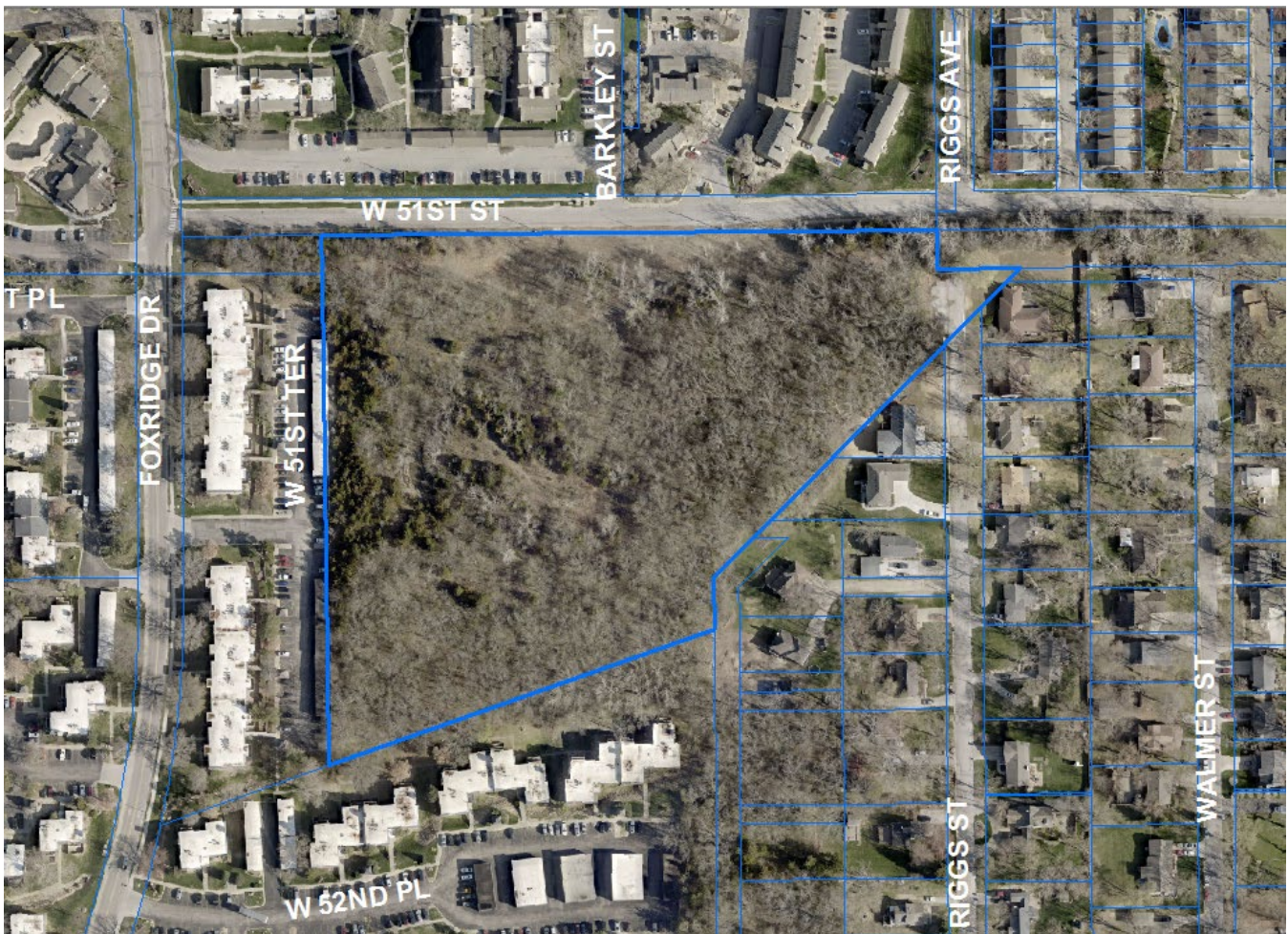
Abbreviated Legal Description: 5-12-25 BG 305.81' E NW CR NE1/4 SW1/4 E 111.64' SW 588.30' S 140.99' SW 517.01' N 654.16' E 389.28' N 50' E 420.71' S 50' TO POB & W 389.28' E 504.18' SW1/4 NW1/4 LYG S OF 51 ST EX PT IN RD 9.9468 ACS M/L MIC 92

**APPLICANT:** Jason Ferdig, Owner  
Stride DevCo. LLC  
Louisville, CO

**STAFF CONTACT:** Brian Scott, Deputy City Administrator

**ADVERTISEMENT:** February 8<sup>th</sup>, 2021 – The Legal Record

**PUBLIC HEARING:** February 28<sup>th</sup>, 2021 – Planning Commission



## Property Information

The subject property is a 9.6-acre, undeveloped parcel located on the south side of West 51<sup>st</sup> Street, east of Foxridge Drive and west of Riggs Street.

The property is zoned RP-5 – Planned Senior Adult Residential District. This zoning designation is intended to provide housing opportunities for independent seniors aged 55 years and older or assisted living and skilled nursing facilities. This zoning has been in place since the late 1980s.

There have been two previously approved development projects for the property that were never constructed - The Gables of Mission, a 132-unit multi-family development approved in 1987, and Mission Falls, a 203-unit multi-family development approved in 2007. Both projects were intended for those 55 years of age or older seeking an independent lifestyle housing opportunity.

The property is currently moderately wooded, with a hill crest or ridge in the center, steep slopes, and rock outcroppings.

## Zoning and Use of Surrounding Property

**North:** “R-6” High-Rise Apartment District – Wellington Club apartment complex (built in 1972) and Foxfire apartment complex (built in 1984)

**East:** “R-1” Single-Family Residential District – Single-family homes along Riggs Street (built dates vary from 1920 to 1980)

**South:** “R-4” Garden Apartment District – Bridges at Foxridge apartment complex (built in 1970)

**West:** “R-4” Garden Apartment District – Bridges at Foxridge apartment complex (built in 1973)

## Comprehensive Plan and Future Land Use Map

The proposed comprehensive land use plan (Tomorrow Together, City of Mission Comprehensive Land Use Plan for 2040) indicates the subject property as High-Density Residential. This is consistent with the current comprehensive land use plan, adopted in 2007, and previous comprehensive land use plans dating back to 1968.

## Project Information

Stride DevCo LLC (hereafter, Stride) purchased the property last summer. Stride proposes to construct a 132-unit, multi-family development on the site, marketed to individuals aged 55 years or older who are seeking an active, independent lifestyle. Assisted living and/or long-term nursing care will not be a part of this project. The proposed development is known as Mission Preserve.

## Code Review and Analysis: Preliminary Plats Section 440.220 of the Municipal Code

Section 440.220 of the Mission Municipal Code provides that preliminary plats shall be approved by the Planning Commission if it determines that:

1. The proposed preliminary plat conforms to the requirements of this Title, the applicable zoning district regulations, and any other applicable provisions of this Code, subject only to acceptable rule exceptions.
2. The subdivision or plat represents an overall development pattern consistent with the Master Plan and the Official Street Map.
3. The plat contains a sound, well-conceived parcel and land subdivision layout consistent with good land planning and site engineering design principles.
4. The spacing and design of proposed curb cuts and intersection locations is consistent with good traffic

engineering design and public safety considerations.

5. All submission requirements have been satisfied.

According to the requirements of Section 440.220, staff has determined the following:

1. The proposed preliminary plat conforms to the requirements of this Title, the applicable zoning district regulations and any other applicable provisions of this Code, subject only to acceptable rule exceptions.
2. The subdivision or platting represents an overall development pattern that is consistent with the Master Plan and the Official Street Map.

*The property is an unusual shape with the north and west property lines forming a 90-degree angle at the northwest corner, and the east property line forming a 45-degree angle at the northeast corner. At the northeast corner, the property line returns in southwesterly direction. The northeast corner of the property crosses the north end of Riggs Street and cuts into a portion of the front yard of the property at 5101 Riggs Street. City staff requested a dedicated right of way to the city for the northern terminus of Riggs Street and to provide the remaining portion in fee simple to the owner of 5101 Riggs. This dedication will be further addressed in the final plat.*

3. The plat contains a sound, well-conceived parcel and land subdivision layout consistent with good land planning and site engineering design principles.

*The plat is one lot with two tracts. According to the applicant, this is how the property was surveyed and platted at the time of purchase. Staff determined that the small Tract II along the north side of the property was allotted utility dedication.*

4. The spacing and design of proposed curb cuts and intersection locations is consistent with good traffic engineering design and public safety considerations.

*Utility easements on the plat are consistent with good engineering practices and are acceptable to the City.*

5. All submission requirements have been satisfied

*The City will require the following for the Final Plat:*

- a. *Dedication of the turn-around at the north terminus of Riggs Street to the City and dedication of that portion of property cutting into the yard of 5101 Riggs. Such dedication will require approval by the City Council.*
- b. *Sealed by a surveyor licensed in the state of Kansas and signed over the seal by said surveyor.*
- c. *Appropriate dedications and assignment clauses to be agreed upon between applicant and the City.*

### **Recommendation:**

Staff recommends that the Planning Commission recommend to the City Council approval of Case #22-02 – Consideration of a Preliminary Plat known as Mission Preserve – with the conditions as outlined in Item 5 (above) of the staff report.

**Planning Commission Action:** To be considered by the Planning Commission on February 28, 2022

**City Council Action:** To be considered by the City Council on March 9, 2022

# PRELIMINARY PLAT OF MISSION PRESERVE MISSION, JOHNSON COUNTY, KANSAS

LEGAL DESCRIPTION PER TITLE COMMITMENT:

TRACT 1:

ALL THAT PART OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 12, RANGE 25, NOW IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE NORTH 90° EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 305.81 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING NORTH 90° EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 111.64 FEET; THENCE SOUTH 44°48'02" WEST, A DISTANCE OF 588.30 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, AND 417.45 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, AS MEASURED ALONG SAID WEST LINE; THENCE SOUTH 02°35'6" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 140.99 FEET; THENCE SOUTH 79°19'48" WEST, A DISTANCE OF 517.01 FEET; THENCE NORTH 0° EAST, A DISTANCE OF 654.16 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE NORTH 90° EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 389.28 FEET; THENCE NORTH 0° EAST, A DISTANCE OF 50 FEET; THENCE NORTH 90° EAST, A DISTANCE OF 420.71 FEET; THENCE SOUTH 0° EAST, A DISTANCE OF 50 FEET, TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART IN STREETS AND ROADS

TRACT 2:

THE WEST 389.28 FEET OF THE EAST 504.18 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 12, RANGE 25, LYING SOUTH OF 51ST STREET AS ESTABLISHED IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART IN STREETS AND ROADS.

FLOOD NOTE:

THE DEVELOPMENT DOES NOT FALL WITHIN THE FEMA REGULATED 100 YEAR FLOODPLAIN.

Site Data:

Zoning/Land Use	RP-5 Planned Senior Adult Residential
Tract 1 Area	415,117 SF ±9.5 Acres
Tract 2 Area	19,464 SF ±0.4 Acres
Total Site Area	434,581 SF ±9.9 Acres

LEGEND

- ☒ AIR CONDITIONER
- GUY WIRE ANCHOR
- LIGHT POLE
- MONUMENT AS DESCRIBED
- ⊙ SANITARY SEWER MANHOLE
- ⊕ UTILITY POLE
- ⊖ WATER METER
- ⊗ WATER VALVE

APPROVED BY:

MISSION, KANSAS PLANNING COMMISSION

CHAIRMAN OF THE PLANNING COMMISSION: MIKE LEE DATE

RECORDING SECRETARY OF PLANNING COMMISSION: AUDREY MCCLANAHAN DATE

MAYOR: SOLANA FLORA DATE

CITY CLERK: AUDREY MCCLANAHAN DATE

DEVELOPER:

STRODE DEVCO, LLC  
401 W. SPRUCE STREET  
LOUISVILLE, CO 80027  
ATTN: JASON FERDIG  
PHONE: (303) 548-4149  
EMAIL: JASON@STRODEDEVCO.COM

ENGINEERS:

McCLURE  
11031 STRANG LINE ROAD  
LENEXA, KANSAS 66215  
ATTN: PAT KULLBERG  
PHONE: (913) 888-7800  
EMAIL: PKULLBERG@MCCLUREVISION.COM

**McCLURE ENGINEERING CO.**

11031 Strang Line Road  
Lenexa, KS 66215  
913.888.7800 FAX: 913.888.7868

SURVEYING | ENGINEERING | CONSTRUCTION



PRELIMINARY  
PLAT

C0.00

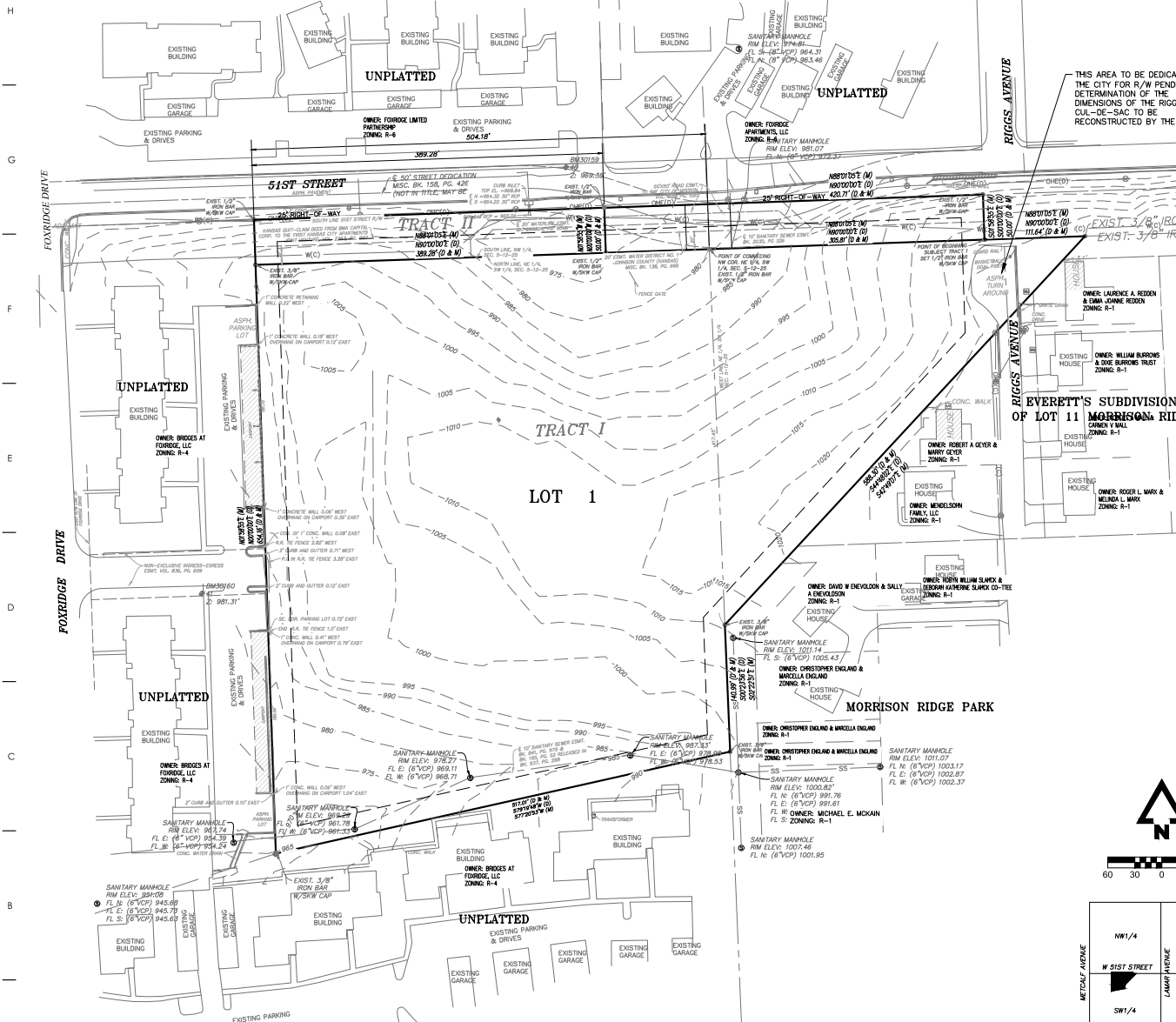
HOMER L. WILLIAMS, D. ARCH., FAIA  
ARCHITECT AND CONSULTANT  
110 ARFOUR ROAD  
NORTH KANSAS CITY, MO 64116  
816.721.7564 hwilliams@hvsfsarch.com

JOB NUMBER 21 01 01

MISSION PRESERVE  
WEST 51st STREET  
MISSION, KS 66202

PRELIMINARY DESIGN 1/6/2022  
OWNER REVISIONS 1/19/2022  
CITY COMMENTS 2/11/2022

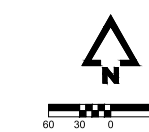
10 9 8 7 6 5 4 3 2 1



THIS AREA IS TO BE DEDICATED TO THE CITY FOR R/W PENDING DETERMINATION OF THE DIMENSIONS OF THE RIGGS CUL-DE-SAC TO BE RECONSTRUCTED BY THE CITY

EXIST. 3/8" IRON  
EXIST. 3/8" IRON

EVERETT'S SUBDIVISION  
OF LOT 11 MORRISON RIDGE



A

B

C

D

E

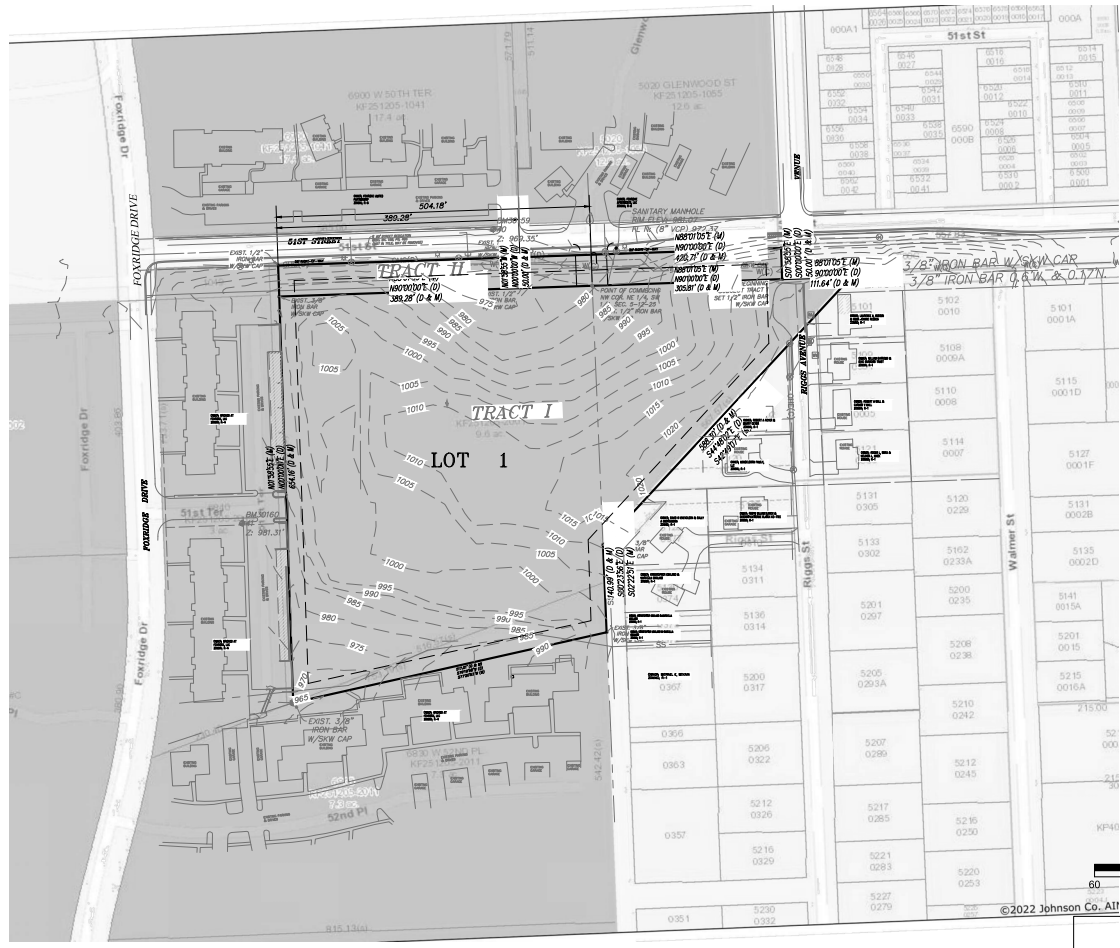
F

G

H



SURROUNDING PROPERTY EXHIBIT  
PRELIMINARY PLAT OF  
MISSION PRESERVE  
MISSION, JOHNSON COUNTY, KANSAS



LEGAL DESCRIPTION PER TITLE COMMITMENT:

TRACT 1:

ALL THAT PART OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 12, RANGE 25, NOW IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE NORTH 90° EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 305.81 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING NORTH 90° EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 111.64 FEET; THENCE SOUTH 44°48'02" WEST, A DISTANCE OF 588.30 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 140.99 FEET; THENCE SOUTH 79°19'48" WEST, A DISTANCE OF 517.01 FEET; THENCE NORTH 0° EAST, A DISTANCE OF 654.16 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE NORTH 90° EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 389.28 FEET; THENCE NORTH 0° EAST, A DISTANCE OF 50 FEET; THENCE NORTH 90° EAST, A DISTANCE OF 420.71 FEET; THENCE SOUTH 0° EAST, A DISTANCE OF 50 FEET, TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PART IN STREETS AND ROADS

TRACT 2:

THE WEST 389.28 FEET OF THE EAST 504.16 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 12, RANGE 25, LYING SOUTH OF 51ST STREET AS ESTABLISHED, IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART IN STREETS AND ROADS.

FLOOD NOTE:

THE DEVELOPMENT DOES NOT FALL WITHIN THE FEMA REGULATED 100 YEAR FLOODPLAIN.

Site Data:

Zoning/Land Use	RP-5 Planned Senior Adult Residential
Tract I Area	415,117 SF ±9.5 Acres
Tract II Area	19,464 SF ±0.4 Acres
Total Site Area	434,581 SF ±9.9 Acres

LEGEND

- ☒ AIR CONDITIONER
- GUY WIRE ANCHOR
- LIGHT POLE
- MONUMENT AS DESCRIBED
- ⊙ SANITARY SEWER MANHOLE
- ⊙ UTILITY POLE
- ⊙ WATER METER
- ⊙ WATER VALVE

APPROVED BY:

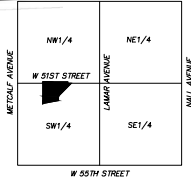
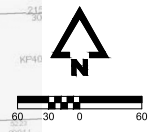
MISSION, KANSAS PLANNING COMMISSION

CHAIRMAN OF THE PLANNING COMMISSION: MIKE LEE DATE

RECORDING SECRETARY OF PLANNING COMMISSION: AUDREY MCCLANAHAN DATE

MAYOR: SOLANA FLORA DATE

CITY CLERK: AUDREY MCCLANAHAN DATE



VICINITY MAP  
SEC. 5-12-25

DEVELOPER:  
STRODE DEVCO, LLC  
401 W. SPRUCE STREET  
LOUISVILLE, CO 80027  
ATTN: JASON FERDIG  
PHONE: (303) 548-4149  
EMAIL: JASON@STRODEDEVCO.COM

ENGINEERS:  
McCLURE  
11031 STRANG LINE ROAD  
LENEXA, KANSAS 66215  
ATTN: PAT KULLBERG  
PHONE: (913) 888-7800  
EMAIL: PKULLBERG@MCCLUREVISION.COM

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JOB NUMBER 21 01 01

MISSION PRESERVE  
WEST 51st STREET  
MISSION, KS 66202

PRELIMINARY DESIGN 1/6/2022  
OWNER REVISIONS 1/19/2022  
CITY COMMENTS 2/11/2022

PRELIMINARY  
PLAT  
SURROUNDING  
PROPERTY EXHIBIT  
**C0.01**

<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Community Development</b>	From:	Brian Scott

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

**RE:** Approval of the Final Plat of the Rock Creek Pump Station, Lot 1 and acceptance of certain drainage easements identified on said plat.

**RECOMMENDATION:** Adopt the Resolution approving the Final Plat of Rock Creek Pump Station, Lot 1 and accepting drainage easements on behalf of the City.

**DETAILS:** Johnson County Wastewater (JCW) has operated a sanitary sewer pump station on a parcel of property at the far eastern end of the city since the late 1950s. The pump station is located on what is essential right-of-way controlled by the Kansas Department of Transportation (KDOT) for the Shawnee Mission Parkway and the entry / exit ramps from Johnson Drive. It is addressed as 5701 Roe Avenue.

JCW is undertaking a comprehensive update of its facilities within its service area. They are currently expanding and improving the Tomahawk Creek Treatment Plant at I-435 and Mission Road in Leawood. Once this is completed in the spring of 2022, they will begin working on expanding and improving the Nelson Treatment Plant at the very northeast corner of Mission (4800 Nall Avenue). Before they can begin this work in earnest, they need to make improvements to those facilities that feed into the Nelson Treatment Plant.

This includes demolition of the existing 60-year-old pump station and construction of a new, larger pump station at 5701 Roe Avenue. Because JCW is making a long-term investment on the site, they have been in negotiations with KDOT to purchase the property. This will entail filing a plat with the Johnson County Register of Deeds.

Last October, the City Council approved zoning for the site, a preliminary development plan, a preliminary plat, and a special use permit, all associated with the project. Now a final plat has been submitted for consideration. Normally, the Planning Commission approves the final plat, but this plat will dedicate certain drainage easements to the City for the Rock Creek storm channel and segments of the City's stormwater conveyance system. Because of this, the City Council needs to approve the final plat and accept the easements via a resolution.

**CFAA CONSIDERATIONS/IMPACTS:** N/A

Related Statute/City Ordinance:	Section 440.260(C) of the Mission Municipal Code
Line Item Code/Description:	N/A
Available Budget:	N/A

**CITY OF MISSION, KANSAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE FINAL PLAT OF ROCK CREEK PUMP STATION, LOT 1 AND ACCEPTING DEDICATION OF CERTAIN DRAINAGE EASEMENTS WITHIN SAID PLAT**

**WHEREAS**, the Johnson County Wastewater District has operated a sanitary sewer pump station in the right-of-way owned and managed by the Kansas Department of Transportation since the late 1950s; and

**WHEREAS**, the Johnson County Wastewater District recently submitted plans to construct a new sanitary sewer pump station on the same site as part of a comprehensive plan to upgrade the entire wastewater collection system in northeast Johnson County; and

**WHEREAS**, the Johnson County Wastewater District has entered negotiations to purchase from the Kansas Department of Transportation the actual site where the pump station is located; and

**WHEREAS**, such purchase and plans to develop necessitates the creation of a plat to be recorded with Johnson County Register of Deeds; and

**WHEREAS**, said plat to be recorded recognizes and dedicates to the City of Mission certain drainage easements for the City's benefit in constructing and maintain its stormwater system.

**NOW, THEREFORE**, be it resolved by the Governing Body of the City of Mission:

**Section 1.** The City of Mission approves the Final Plat of Rock Creek Pump Station, Lot 1.

**Section 2.** The City of Mission accepts a non-exclusive easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and under those areas outlined and designated on the Final Plat of Rock Creek Pump Station, Lot 1 as "Storm Sewer Easement" or "Drainage Easement" or "D/E."

**Section 3.** The Mayor's signature shall be affixed to the Final Plat of Rock Creek Pump Station, Lot 1 attesting to the approval and acceptance.

**Section 4.** Said Plat shall be recorded with the Johnson County Register of Deeds.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION** on this 9th day of March 2022.

**APPROVED BY THE MAYOR** on this 9th day of March 2022.

---

Solana Flora, Mayor

ATTEST:

---

Audrey M. McClanahan, City Clerk



**AGENDA ITEM NO.:** 3

**PROJECT NUMBER / TITLE:** Case #22-03 – Final Plat of Rock Creek Pump Station, Lot 1

**REQUEST:** Consideration of Final Plat of Rock Creek Pump Station, Lot 1

**LOCATION:** 5701 Roe Avenue

**APPLICANT:** Johnson County Wastewater  
11811 South Sunset Drive, Suite 2500  
Olathe, KS 66061

**STAFF CONTACT:** Brian Scott, Deputy City Administrator



## **Property Information**

The subject property is located on the eastern edge of Mission. The parcel is bounded by Roe Avenue on the west, the on-ramp to Shawnee Mission Parkway on the north, and Shawnee Mission Parkway on the southeast. The parcel is owned by the Kansas Department of Transportation (KDOT) and is designated as right-of-way for Shawnee Mission Parkway and the corresponding on/off ramps.

Rock Creek flows through the site. Because this site is at the low point of the Rock Creek watershed, Johnson County Wastewater (JCW) has operated a small sanitary sewer pump station on this site since the late 1950s. Wastewater collected within the watershed flows to the pump station via a gravity sewer system and the station pumps wastewater to the Nelson treatment plant at the north end of Mission for processing.

### **Surrounding properties are zoned and used as follows:**

- **West:** "MXD" Planned Mixed-Use District, site of the Gateway development.
- **North:** "CPO" Planned Office Building, Sunflower Medical Group Office Building located in Roeland Park.
- **East:** Not Zoned, Kansas Department of Transportation Right-of-Way located in Fairway, KS.
- **South:** "R-1" Single Family Residential, single-family homes located in Fairway, KS.

### **Comprehensive Plan Future Land Use Recommendation for this area:**

The subject property is identified as right-of-way.

### **All surrounding properties are currently developed:**

Surrounding properties are developed, or will be developed, with a mix of attached and freestanding buildings for commercial uses, and single-family residential properties.

## **Project Background**

JCW has recently undertaken a comprehensive update of its wastewater facilities throughout its service area. The most notable of these projects is a significant expansion to the Tomahawk Creek wastewater treatment plant near Mission Road and I-435 in Leawood, KS. When completed early next year, this expansion and update will double the capacity for treatment of wastewater from parts of Leawood, Olathe, Overland Park and Prairie Village that are within the Tomahawk Creek watershed and the Indian Creek watershed.

JCW will then begin working on updates and expansion of the Nelson wastewater treatment plant, which is located at the end of Nall Avenue in the northeastern corner of Mission. This plant treats wastewater from Mission, Roeland Park, Fairway, Prairie Village, northern Overland Park and Merriam, and was originally built in the 1940's.

Before work can begin on the Nelson treatment plant, existing facilities that feed into the treatment plant must be updated. JCW intends to demolish the existing pump station on the Roe Avenue site and build a new pump station. The new pump station would have greater capacity and ability to support the Nelson treatment plant during reconstruction when portions of the plant will be taken off-line.

Because of the sizeable investment and the long-term commitment to this facility, JCW has been in discussions with KDOT to purchase the portion of the parcel where the pump station will be located.

A plat of the portion to be purchased has been created to be recorded with the County Recorder of Deeds. The preliminary plat was approved by the Planning Commission at the September 27, 2021 meeting.

JCW is now before the Planning Commission seeking approval for the final plat.

## **Code Review and Analysis: Section 440.260 - Consideration of Final Plats**

Section 440.260 of Mission Municipal Code stipulates the following:

- A. Prior to consideration of any final plat, City staff shall determine whether dedication of right-of-way will be required.

*Analysis: The City has requested a dedication of a drainage easement of variable widths on the plat for the Rock Creek channel, which goes through the north side of the site, and a fifteen (15) foot wide drainage easement for a storm water sewer pipe that crosses the lower third of the site. These are indicated on the final plat.*

- B. Final plats shall be approved by the Planning Commission if it determines that:
1. The final plat substantially conforms to the approved preliminary plat and rule exceptions granted thereto.
  2. The plat conforms to all applicable requirements of this Code, subject only to approved rule exceptions.
  3. All submission requirements have been satisfied.

Approval of a final plat shall require the affirmative vote of a majority of the membership of the Planning Commission.

*Analysis: The Final Plat of Rock Creek Pump Station is in conformance with the Preliminary Plat of Rock Creek Pump Station and all conditions placed upon the preliminary plat when approved. The final plat is also in conformance with all city codes and submission requirements.*

- C. Following approval of the final plat by the Planning Commission, the final plat shall be submitted to the City Council for review of land proposed to be dedicated for public purposes. The City Council shall approve or disapprove the dedication of land for public purposes within thirty (30) days after the first (1st) meeting of the City Council following the date of the submission of the plat to the City Clerk. The City Council may defer action for an additional thirty (30) days for the purpose of allowing for modifications to comply with the requirements established by the City Council. No additional filing fees shall be assessed during that period. If the City Council defers or disapproves any such dedication, it shall advise the Planning Commission of the reasons therefor. No plat shall be filed with the Register of Deeds unless such plat bears the endorsement that the land dedicated to public purposes has been approved by the City Council.

*Analysis: Upon the Planning Commission's recommendation, the final plat will be submitted to the City Council for their review and consideration. Approval of the City Council will reflect acceptance of the dedicated drainage easements.*

- D. Final plats shall be recorded with the Register of Deeds within eighteen (18) months following City Council approval of land dedicated to public purposes. Final plats which are not recorded within said time period shall be deemed null and void.

Analysis: The Final Plat of Rock Creek Pump Station will be submitted to the Johnson County Register of Deeds for recording.

**Recommendation:**

Staff recommends that the Planning Commission recommend approval to the City Council Case# 22-03 - Final Plat of Rock Creek Pump Station, Lot 1 – Johnson County Wastewater, applicant.

**Planning Commission Action:**

To be considered by the Planning Commission on February 28, 2022

**City Council Action:**

To be considered by the Planning Commission on March 9, 2022



# FINAL PLAT of ROCK CREEK PUMP STATION, LOT 1

PART OF THE NE1/4 OF SECTION 9, TOWNSHIP 12 SOUTH, RANGE 25 EAST  
CITY OF MISSION, JOHNSON COUNTY, KANSAS

**DESCRIPTION:**

All that part of the Northeast Quarter of Section 9, Township 12 South, Range 25 East, City of Mission, Johnson County, Kansas, more particularly described as follows: (Per Book 202112 at Page 007644)

(Note: The bearings in the following description are based on Grid North, Kansas State Plane Coordinate System, NAD83)

Commencing at the southwest corner of the Northeast Quarter of said Section 9; thence N01°55'25"W, along the west line thereof, 610.16 feet; thence departing said west line, N88°04'35"E, 50.00 feet to the Point of Beginning; thence N01°55'25"W, 262.53 feet; thence northeasterly along a curve to the right being tangent to the last described curve and having a radius of 32.50 feet, an arc distance of 60.78 feet; thence southeasterly along a curve to the right being compound to the last described curve and having a radius of 441.00 feet, an arc distance of 140.00 feet; thence southeasterly along a curve to the left being reverse to the last described curve and having a radius of 605.00 feet, an arc distance of 60.83 feet; thence S37°25'35"W, 257.76 feet; thence S88°04'35"W, 55.00 feet to the Point of Beginning.

Containing in all 0.92 acres, more or less.

Subject to all easements and restrictions of record.

**DEDICATION:**

A non-exclusive easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Storm Sewer Easement" or "Drainage Easement" or "D/E" is hereby granted to the City of Mission, Kansas. Storm Sewer Easements end at grade, however building foundations can be constructed within said easements below grade.

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners of Johnson County, Kansas, and City of Mission, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public uses and thoroughfares or parts thereof, for public use, over and under these areas outlined and designated on this plat as "Storm Sewer Easement" or "Drainage Easement" or "D/E" is hereby granted to the City of Mission, Kansas. Storm Sewer Easements end at grade, however building foundations can be constructed within said easements below grade.

The undersigned proprietors of the above described tract of land having caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereinafter be known as "ROCK CREEK PUMP STATION, LOT 1", a subdivision in the City of Mission, Johnson County, Kansas.

IN TESTIMONY WHEREOF, Johnson County Board of Commissioners has caused this instrument to be executed by Ed Eilert, its Chairman, this \_\_\_\_ day of \_\_\_\_\_, 2022.

Ed Eilert  
Johnson County Board of Commissioners

State of Kansas )  
County of Johnson ) SS

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Ed Eilert as Chairman of Johnson County Board of Commissioners.

Notary

My appointment expires:

APPROVED BY THE Planning Commission of the City of Mission, Johnson County, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2022.

Chairman: Mike Lee

APPROVED BY THE City Council of the City of Mission, Johnson County, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2022.

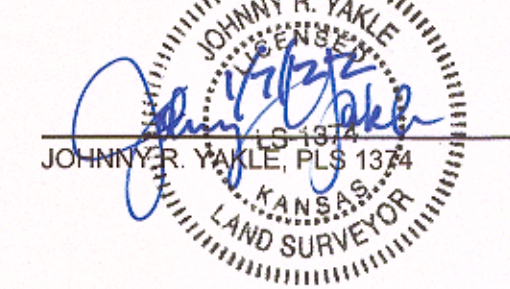
Mayor: Sollie Flora

City Clerk: Audrey McClanahan

**SURVEYOR'S DECLARATION:**

I hereby certify that I have made or directly supervised a survey of the above described premises and that the results shown on this plat are represented correctly to the best of my belief and professional knowledge. This survey meets the current minimum standards for boundary surveys as set forth by the state of Kansas.

Date of Preparation: March 7th, 2022

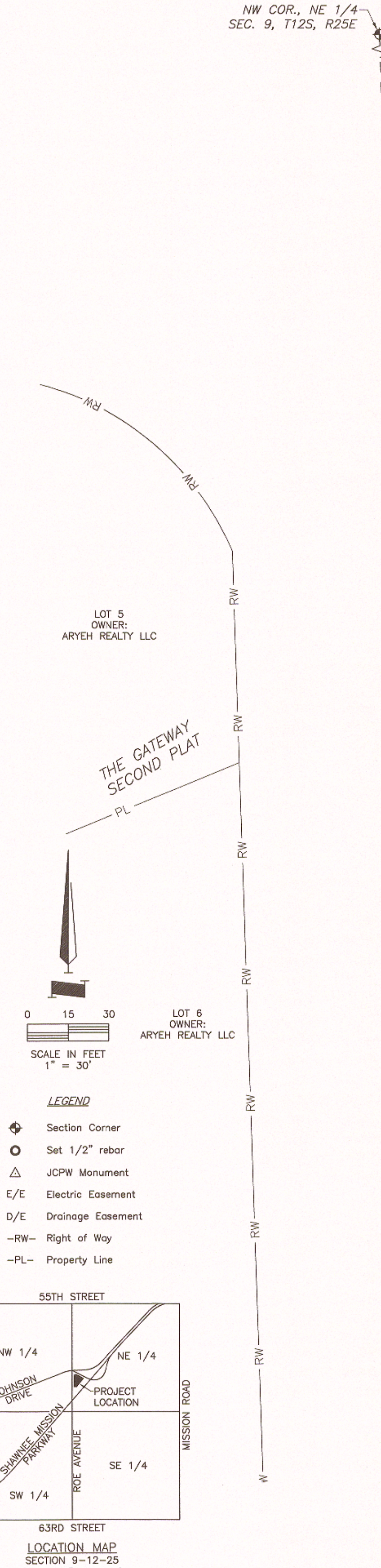
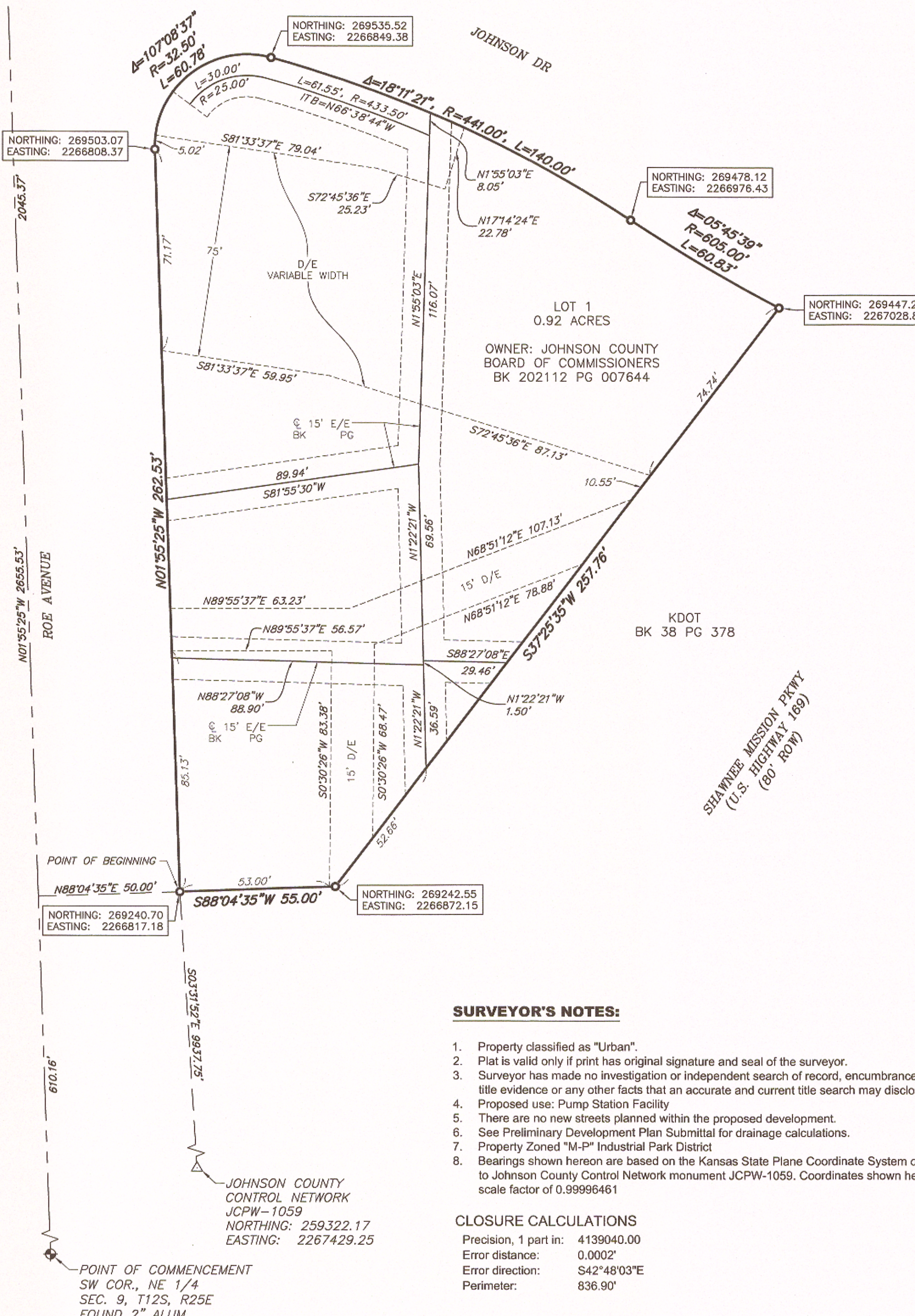



**SURVEYOR'S NOTES:**

- Property classified as "Urban".
- Plat is valid only if print has original signature and seal of the surveyor.
- Surveyor has made no investigation or independent search of record, encumbrances, restrictive covenants, ownership title evidence or any other facts that an accurate and current title search may disclose.
- Proposed use: Pump Station Facility
- There are no new streets planned within the proposed development.
- See Preliminary Development Plan Submittal for drainage calculations.
- Property Zoned "M-P" Industrial Park District
- Bearings shown hereon are based on the Kansas State Plane Coordinate System of 1983, North Zone, with reference to Johnson County Control Network monument JCPW-1059. Coordinates shown hereon are grid coordinates with a scale factor of 0.99996461

**CLOSURE CALCULATIONS**

Precision, 1 part in: 4139040.00  
Error distance: 0.0002'  
Error direction: S42°48'03"E  
Perimeter: 836.90'



	
DESIGNED BY: TBS DRAWN BY: JRY CHECKED BY: JRY	PROJECT NO.: <b>10256802</b> DRAWING NO.: <b>1 of 1</b>
FINAL PLAT OF ROCK CREEK PUMP STATION, LOT 1 PART OF THE NE1/4 OF SECTION 9, T12S, R25E CITY OF MISSION, JOHNSON COUNTY, KANSAS OWNER ADDRESS: 111 S. CHERRY ST., SUITE 3300, OLATHE, KS 66061	
JOHNSON COUNTY KANSAS 10450 HOLMES ROAD, SUITE 600 KANSAS CITY, MO 64131 816-347-1100 *FAX 816-347-1197 MO. CERTIFICATE OF AUTHORITY #008856	



<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Administration</b>	From:	Audrey McClanahan

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

**RE:** February 2, 2022 Community Development Committee minutes.

**RECOMMENDATION:** Review and accept the February 2, 2022 minutes of the Community Development Committee.

**DETAILS:** Minutes of the February 2, 2022 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

February 2, 2022

The Mission Community Development Committee met at the Powell Community Center and virtually via ZOOM on Wednesday, February 2, 2022. The following Committee members were present: Ken Davis, Trent Boultinghouse, Kristin Inman, Hillary Thomas, Debbie Kring, Lea Loudon, Mary Ryherd and Ben Chocie. Mayor Flora was also present. Councilmember Boultinghouse called the meeting to order at 6:30 p.m.

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

### **Public Comments**

Councilmember Boultinghouse 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**

#### **Sustainability Commission Yearly Report**

Josh Thede, Chair of the Sustainability Commission, presented the yearly report. He explained that the Commission's mission is to advise the City Council while advocating for sustainable policies and practices that impact the natural environment, the economy and the community. Their past work has included continued success for the recycling program, volunteer services (Adopt-A-Street, Mission Market), a resource for outside guests' education as well as internal work to strengthen the Commission. They have ongoing projects such as maintaining a gold-level designation for Communities for all Ages, regular information in the Mission Magazine, sustainability scorecard and new memberships. The Commission's goals for 2022 and 2023 include:

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

For continued consideration, Mr. Thede asked how the Commission can best serve in their advisory role to the Council and what would be the most effective way for information to be received. Also, the Commission would like input on topics to focus on from the Council.

Councilmember Davis asked if the Commission would analyze National Green Building Standard versus LEED Certification in relation to what the City should require of future developments. Mr. Thede replied that he would take the information back to the Commission for further consideration.

Councilmember Thomas commented that the Sustainability Commission has amazing leadership and is recognized as a regional model. Councilmember Thomas congratulated the Commission for all the important work they do and encouraged including their meeting minutes in future Council packets in order to stay current on information.

Councilmember Loudon asked about the Johnson Drive road diet that Mr. Thede referenced. Ms. Randel reported that Johnson Drive will be restriped from four lanes to three lanes; this will enhance pedestrian and driver safety through the downtown corridor, while making the area more walkable, a goal of the Communities for All Ages efforts. The Sustainability Commission is looking at ways to celebrate the change and mark the occasion. Councilmember Loudon also suggested that the Commission could provide the Council options for what to look for in green buildings when developers propose their projects. Mr. Thede replied that they can provide that resource and utilize the Sustainability Scorecard to walk through that process.

Councilmember Kring thanked the Commission for their service and commented that they have viable talent with expertise that provides an amazing service to the City.

### **Action Items**

#### **Acceptance of the January 12, 2022 Community Development Committee Minutes**

Minutes of the January 12, 2022 Community Development Committee were provided to the Committee. There being no objections or corrections, the minutes were accepted as presented.

#### **Community Center Skylight and Ceiling Repairs**

Mr. Almoney reported that the skylights in the PCC natatorium have two major deficiencies - leaks and oxidation. Skylights have a useful life of 10-20 years depending on preventative maintenance and exposure to elements. The existing skylights, called Kalwall, are the most reputable product on the market and provide a glare-free light that is useful in a pool area where lifeguards need to see distressed swimmers and those that are submerged below the surface. Oxidation, UV, heat and moisture are all factors that lead to clouding and deterioration of waterproof seals.

Replacement was originally scheduled for 2020 and was delayed due to COVID-19 revenue considerations. The project was revisited in connection with the ceiling painting budgeted in 2022 and the replacement of natatorium lighting occurring with the Facility Conservation Improvement



Program (FCIP) improvements. Two vendors responded to the bid request and SCH Concepts included the Kalwall product. Staff's goal is to align the installation with the FCIP HVAC and dehumidifying system installations during the indoor pool closure period. This project will be paid for from the PCC Improvements/ Equipment Replacement budget (Parks + Recreation sales tax) identified in the Parks and Recreation Capital Improvement Plan.

Councilmember Davis asked and Mr. Almoney confirmed that the skylights are not contributing to the leaks that were in the same area, instead the leaks had been caused from puncture marks through the ceiling membrane.

Councilmember Kring recommended the bid from SCH Concepts to install 10 skylights in the Powell Community Center (PCC) natatorium for an amount not to exceed \$22,774 be forwarded to Council for approval. All on the Committee agreed, this will be on the regular agenda.

### **Community Center Natatorium Painting and Slide Stairs**

Mr. Almoney explained that The Powell Community Center (PCC) has a natatorium which includes an indoor pool with three lap lanes and a lazy river. There is also a water slide, hot tub as well as a steam and dry sauna. The ceiling and steel rafters have not been reconditioned since 1999. The slide stairs were last reconditioned and painted in 2013. These areas endure the impacts of high humidity, chemicals and condensation. Recently, leaking skylights have added increased oxidation staining and exposed more deficiencies in the steel waterproof coating. The steel waterproof coating is expected to last 15-20 years with good airflow and balance of heat/humidity. The same coating is expected to last 5-10 years on surfaces that have direct contact with chemicals and standing water like the slide steps. Patron use of the stairs creates standing chemically-treated water which deteriorates the waterproofing protection much more quickly.

Blast It Clean follows standards established by The Society for Protective Coatings and has been determined to be the lowest and most responsive bid. The complete project will take approximately thirteen days and will be done along with the Facility Conservation Improvement Program (FCIP) installations of the dehumidifying and HVAC system upgrades during the indoor pool closure period. Originally, this project anticipated adding only another coat of epoxy waterproof paint on the surfaces. Upon inspection, there were areas of deficient coating and exposed oxidation on both the ceiling rafters and slide stairs. Staff budgeted and Council approved \$32,000 for natatorium painting and \$20,000 for slide stair painting for a total of \$52,000. The Blast It Clean bid is \$84,849.10 leaving a balance of \$32,849.10. Staff proposes using a portion of the savings (\$47,226) from the skylight and ceiling repair project to offset the difference. This project will be paid for from the PCC Improvements/ Equipment Replacement budget identified in the Parks and Recreation 2022 Capital Improvement Plan which is funded by the Parks + Recreation Sales Tax.

Councilmember Chocie asked about the cost difference in the two received bids. Mr. Almoney explained that Blast It Clean has warehouses throughout the region and can provide a larger crew and more resources to save time and money.

Councilmember Davis recommended the bid from Blast It Clean to prepare and paint the ceiling and slide stairs in the Powell Community Center natatorium in an amount not to exceed \$84,849.10 be forwarded to Council for approval. All on the Committee agreed, this will be on the consent agenda.

### **Increase in Lifeguard Pay**

Mr. Almoney reported that lifeguards play a critical role in patron safety at Mission's facilities. Safety is compromised when appropriate staffing levels cannot be maintained and can result in closures. A wage study conducted by Parks and Recreation staff, along with a regional wage study completed by Kansas Recreation & Parks Association, confirms that Mission's lifeguard pay is below the regional mean. This creates difficulty in recruiting and retaining lifeguards. Many direct competitors establish a salary range with discretion to hire within that range. Johnson County Parks and Recreation District (JCPRD) and Roeland Park are starting lifeguards at \$12.00/hr.

This wage disadvantage limits recruiting efforts and results in the majority of staff being students that can only work evenings and weekends. Another area that is affected is retention and staff accepting employment at a higher paying city. In 2021, more than ten lifeguards left Mission Parks and Recreation for work opportunities that paid more. It is beneficial for Mission to keep pace with surrounding cities, so staff recommends increasing the starting lifeguard wage to \$12.50/hr (\$2.50 increase) and the lifeguard captain wage to \$13.50/hr (\$1.50 increase). This increase will be fully funded through the existing Parks and Recreation part time salaries operating budgets. The 2022 PCC and MFAC budgets can compensate the increase in wage by staffing adjustments made in other areas of facilities.

Councilmember Kring asked how many of the lifeguards come from Mission. Mr. Almoney replied there is at least five lifeguards from Mission who have had that position held by other members in their families. Councilmember Kring added that she fully supports the lifeguard increase.

Councilmember Boultinghouse recommended the increase in the starting lifeguard pay rate to \$12.50 and increase to the lifeguard captain pay rate to \$13.50 with an estimated budget impact of \$23,689 be forwarded to Council for approval. All on the Committee agreed, this will be on the regular agenda.

### **Discussion Items**

Ms. Smith reported that staff is working with members and patrons on the upcoming facility closures which will be impacting the indoor pool for the longest period of time. The City will discuss, with any member, if they are interested in a refund or prorated reduction in costs.

Finally, Ms. Smith thanked Public Works for an amazing job with the snow removal during the recent storm.

**Department Updates**

There were no Department Updates.

**Meeting Close**

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 7:12 p.m.

Respectfully submitted,

Audrey M. McClanahan  
City Clerk

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Public Works</b>	From:	Celia Duran

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

**RE:** Contract Award for 2022 Residential Street Preservation Project

**RECOMMENDATION:** Approve a contract with Miles Excavating, Inc. for construction of the 2022 Residential Street Preservation Project in an amount not to exceed \$1,580,093.21.

**DETAILS:** On December 20, 2020, the City Council authorized a task order with Olsson for engineering services for the proposed 2022 Residential Street Preservation Project. The streets included for 2022 were selected from the updated, draft 10-year program for maintenance and rehabilitation of local/residential streets.

Six streets were designed in 2021 with the intent that some would potentially be bid as alternates or delayed for 2023 construction depending upon the engineers' construction estimates once final design was completed. Based on rising prices due to inflation and supply chain issues, only three of the streets designed were bid for 2022 construction and the remainder will be constructed in 2023. This will allow time for utilities to replace existing infrastructure and allow the City to apply for stormwater funds to replace storm sewer pipe in poor condition for the remaining 2023 streets.

The streets included to be constructed in 2022 include:

- 62nd St., Woodson Rd. to Lamar Ave. (15.4 PCI)
- Outlook St., 51st St. to Woodson St. (30.4 PCI) and Woodson St. to 49th St. (17.7 PCI)
- Reeds Rd., 50th St. to 49th St. (16.1 PCI)

The remaining streets will be constructed in 2023:

- Beverly Ave., 57th St. to 56th St. (21.5 PCI)
- Riggs Ave., 53rd St. to Dead End (23.9 PCI)
- Reeds Rd., 51st St. to 50th Terr. (26 PCI) and 50th Terr. to 50th St. (PCI 26.5).

Staff is also evaluating additional streets to be designed for construction in 2023 and will present this information at an upcoming Community Development Committee (CDC) meeting or Council work session.

The scope of work for the streets to be constructed in 2022 includes full depth pavement reconstruction; curb and gutter removal and replacement; and stormwater improvements or repairs (pipes and structures with risk ratings of 4's and 5's).

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$2,000,000

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Public Works</b>	From:	Celia Duran

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

The 2022 Residential Street Preservation Project was bid in January 2022 and bids were opened on February 16, 2022. There were four bidders, with Miles Excavating, Inc. submitting the lowest and most responsive bid. The results of the bid opening are included in the table below:

<b>2022 Residential Street Preservation Project Bids</b>	
Engineer's Estimate	\$1,837,516.50
<b>Miles Excavating, Inc.</b>	<b>\$1,580,093.21</b>
G-B Construction, LLC	\$1,765,209.85
J.M. Fahay Construction Co.	\$1,789,957.50
Leavenworth Excavating & Equipment Co., Inc. (Lexeco)	\$1,966,499.05

The Residential Street Preservation Program was built with a goal of allocating \$2 million dollars annually for design, construction, and construction inspection. Staff is currently evaluating additional streets to be designed in 2022 for 2023 construction. Any funds not spent in the current year will roll over to a future year and will be dedicated to this residential street program.

Construction is anticipated to begin in May/June 2021 and is estimated to be completed in 150 working days.

**CFAA CONSIDERATIONS/IMPACTS:** The project includes improvements to streets and sidewalks to promote mobility and provide infrastructure that maximizes use and safety for all users, including sidewalk/ADA ramp improvements.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$2,000,000

ATTACHMENT #1

BID

**2022 STREET RECONSTRUCTION PROJECTS**

TO: CITY OF MISSION,  
JOHNSON COUNTY, KANSAS

Neither the City nor Consultant shall be responsible for the accuracy, completeness, or sufficiency of any bid documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of plans, specifications, bid documents and other contract documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed in the Notice to Bidders may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The undersigned bidder hereby proposes to mobilize and furnish all materials, supplies, transportation, tools, equipment and plant, perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with the proposed contract documents (including all documents referred to therein) and any and all addenda thereto, for and in consideration of prices as follows:

**BID SHEET**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Force Account (Set)	Lump Sum	1	\$75,000.00	\$75,000.00
2	Maintenance Bond	Lump Sum	1	.01	.01
3	Preconstruction Survey	Each	4	757.11	3028.44
4	Clearing and Grubbing	Lump Sum	1	3320.08	3320.08
5	Removal of Existing Structures	Lump Sum	1	153101.82	153101.82
6	Unclassified Excavation	Cu. Yd.	5424	29.69	161038.56
7	Excavation (Unsuitable)	Cu. Yd.	500	51.45	25725.00
8	Excavation (Unstable)	Cu. Yd.	500	51.45	25725.00
9	Compaction of Earthwork (all types)	Cu. Yd.	45	7.42	333.90
10	8" HMA (Commercial Grade Class A)	Ton	4382	75.63	331410.66
11	AB-3 O.P. Modified (4")	Sq. Yd.	1225	7.17	8783.25
12	AB-3 O.P. Modified (6")	Sq. Yd.	12169	10.45	127166.05



13	Curb & Gutter, Combined (Type A)	Lin Ft.	7450	17.74	132163.00
14	Curb & Gutter, Combined (Type B)	Lin Ft.	26	28.43	739.18
15	Concrete Pavement (Uniform)(6")(AE)(Plain)	Sq. Yd.	1226	49.42	60588.92
16	Sidewalk Construction (4")	Sq. Ft.	110	5.95	654.50
17	Sidewalk Ramp (6")	Sq. Ft.	286	27.30	7807.80
18	Detectable Warning Surface	Sq. Ft.	41	157.52	6458.32
19	Sanitary Sewer Concrete Encasement	Lin. Ft.	32	160.27	5128.64
20	6" Pipe Underdrain (Type H)	Lin. Ft.	374	24.51	9166.74
21	6" Pipe Underdrain (Type K)	Lin. Ft.	12	99.27	1191.24
22	18" Storm Sewer (RCP Class III)	Lin Ft.	309	87.09	26910.81
23	24" Storm Sewer (RCP Class III)	Lin Ft.	285	105.60	30096.00
24	30" Storm Sewer (RCP Class III)	Lin Ft.	479	142.94	68468.26
25	29"X16" Storm Sewer (RCAP Class III)	Lin. Ft.	432	147.00	63504.00
26	23"X36" Storm Sewer (RCAP Class III)	Lin Ft.	13	211.46	2748.98
27	4" High-Density Polyethylene Pipe (HDPE)	Lin. Ft.	24	50.91	1221.84
28	Junction Box (4'x4')	Each	1	5122.79	5122.79
29	Junction Box (4'x5')	Each	1	5333.46	5333.46
30	Inlet (4'x4') (Area)	Each	2	6322.79	12645.58
31	Inlet (4'x4') (Curb Non-Setback)	Each	2	5136.48	10272.96
32	Inlet (4'x4') (Grate)	Each	4	6347.86	25391.44
33	Inlet (6'x3') (Curb)	Each	2	5458.04	10916.08
34	Inlet (6'x3') (Curb Non-Setback)	Each	1	5458.04	5458.04

35	Inlet (6'x4') (Curb)	Each	2	5695.05	11390.10
36	Inlet (6'x4') (Curb Non-Setback)	Each	2	5695.05	11390.10
37	Remove and Replace Inlet Top	Each	2	2945.72	5891.44
38	Pipe Collar	Each	1	1270.91	1270.91
39	Adjustment of Sump Pump Outlet	Each	3	559.34	1678.02
40	Flow Fill	Cu. Yd.	23	146.48	3369.04
41	Channel Wall Pipe Connection	Lump Sum	1	3779.86	3779.86
42	Sod (Fescue)	Sq. Yd.	3273	5.95	19474.35
43	Temporary Surfacing material (AB-3 O.P. Modified)(6")	Ton	332	26.66	8851.12
44	Topsoil	Cu. Yd.	61	36.87	2249.07
45	Fence (Wood)	Lin. Ft.	67	57.93	3881.31
46	Fence (Chain Link)	Lin. Ft.	29	36.87	1069.23
47	Fence (Silt)	Lin. Ft.	480	1.37	657.60
48	Water Quality Control Manager	Week	300	115.87	34761.00
49	SWPPP Inspection (est.)	Each	200	115.87	23174.00
50	Inlet Protection	Each	19	84.27	1601.13
51	Construction Entrance	Sq.Yd.	54	.01	.54
52	Remove and Reset Existing Street Light	Each	1	15545.60	15545.60
53	Traffic Control	Lump Sum	1	13957.13	13957.13
54	Contractor Construction Staking	Lump Sum	1	9480.31	9480.31

TOTAL BID \$ 1,580,093.21



1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, as stated herein:

A. The Notice to Proceed is anticipated to be May 2, 2022.

B. The undersigned further agrees to complete the work as described in the plans during 150 total consecutive working days (with daily working hours from 7:00 AM to 6:00 PM Monday through Friday, 8:00 AM to 6:00 PM on Saturdays, and with no work on Sundays), and open the roadway to traffic after working hours with lane drops approved by the Engineer.

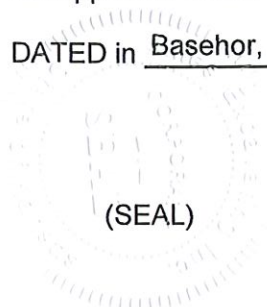
The undersigned also declares that it understands that if not preset by the City the time to begin construction and to complete the work will be one factor considered in determining the lowest and best responsible bidder.

The undersigned also declares that he/she understands that liquidated damages based on the full bid price of the contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion times in parts A through B stated above.

2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.
3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other contract documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the contract documents.
6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) 1, 2, 3, 4.
7. The undersigned agrees to sign a contract for the bid price on this bid form up until the date of March 30, 2022.

Enclosed is a certified check, cashier's check or bid bond in the amount of 5% of total amount bid \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as a penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the contract be awarded to this bidder and it should fail to enter into an agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the agreement and delivery of the approved bonds and other required documents to the City of Overland Park, Kansas.

DATED in Basehor, KS 66007 this 16th day of February, 2022.



(SEAL)

Miles Excavating, Inc.  
Contractor

*Steve Miles*  
Signature

Steve Miles  
Printed Name

President  
Title

15063 State Avenue  
Street Address or P.O. Box

Basehor, KS 66007  
City, State, Zip

913 379-9189  
Telephone Number

913 724-2529 Fax Number

<b>City of Mission</b>	Item Number:	5.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Public Works</b>	From:	Celia Duran

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

**RE:** Construction Inspection Services Agreement – 2022 Residential Street Preservation Project

**RECOMMENDATION:** Approve a construction inspection services agreement with Pfefferkorn Engineering & Environmental, LLC (Pfefferkorn) for construction inspection services for the 2022 Residential Street Preservation Project in an amount not to exceed \$58,300.

**DETAILS:** The 2022 program includes the following streets:

- 62nd St., Woodson Rd. to Lamar Ave;
- Outlook St., 51st St. to 49th St.; and
- Reeds Rd., 50th St. to 49th St.

The scope of work for these streets includes full depth pavement reconstruction; curb and gutter removal and replacement; and stormwater improvements or repairs.

Construction inspection services are necessary for the 2022 Residential Street Preservation Project in order to achieve quality construction in accordance with the City's plans and specifications. City staff requested proposals and qualifications from the City's on-call engineering firms (Olsson and GBA), Pfefferkorn, and Kaw Valley Engineering for part-time inspection services. The costs provided from each firm are provided below, with Pfefferkorn submitted the lowest price:

#### **Construction Inspection Costs**

Pfefferkorn	\$58,300
Kaw Valley Engineering, Inc.	\$85,745
GBA	\$107,220
Olsson	\$109,630

Pfefferkorn previously provided construction inspection services for the Lamar Ave. Rehabilitation and Resurfacing (UBAS) project in 2020 and the 2021 Residential Street

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$58,300

<b>City of Mission</b>	Item Number:	5.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Public Works</b>	From:	Celia Duran

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

Preservation project and provided cost-effective, quality services for both projects.

Based on Pfefferkorn's qualifications, previous experience, and cost, Staff recommends approval of a construction inspection services agreement for the 2022 Street Preservation Project with Pfefferkorn in an amount not to exceed \$58,300. All documentation, observation, and required testing is included as part of this contract.

The contract is based on part-time services and the City will only be billed for actual time spent on the project. Construction is anticipated to begin in May/June 2021 and is estimated to be completed in 150 working days.

**CFAA CONSIDERATIONS/IMPACTS:** The project includes improvements to streets and sidewalks to promote mobility and provide infrastructure that maximizes use and safety for all users, including sidewalk/ADA ramp improvements.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$58,300

## AGREEMENT FOR PROFESSIONAL CONSTRUCTION INSPECTION SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between City of Mission, Kansas (hereinafter the "OWNER") and \_\_\_\_\_ (hereinafter the "ENGINEER").

### WITNESSETH:

WHEREAS, the OWNER desires to retain the professional services of the ENGINEER for the project described herein; and

WHEREAS, the ENGINEER desires to provide such services to the OWNER in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the parties hereto agree as follows:

### ARTICLE 1. OWNER'S REPRESENTATIVE

The OWNER'S Public Works Director, or designee thereof, shall be the OWNER'S designated Representative, and is authorized to act with authority on behalf of the OWNER with respect to all work tasks required for the project for which services are to be rendered by the ENGINEER.

### ARTICLE 2. PURPOSE; SCOPE OF SERVICES; CONTRACT AMOUNT; NO GUARANTEE MINIMUM; CONTRACT TERM AND RENEWAL; AND AUTHORIZATION FOR INSPECTION SERVICES

The OWNER hereby engages the on-call term and supply construction inspection services of the ENGINEER. The specific services, which the ENGINEER agrees to furnish, are as indicated in Attachment A - "Scope of Services". Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through a written amendment to this Agreement.

The ENGINEER understands and acknowledges that this Agreement is one of potentially multiple term and supply contracts awarded by the OWNER. Further, the ENGINEER understands and acknowledges that there is no guarantee minimum of quantity of service that would be purchased or required by the OWNER under this Agreement. Any services purchased from the ENGINEER shall be, at maximum, the amount as stated in the written Authorization for the authorized project, consistent with the schedule of unit costs for services and service-related direct expenses set forth in the hourly billing rates attachment to this Agreement, and payable upon receipt of an invoice from the ENGINEER documenting the services provided under this Agreement.

The initial term of this Agreement shall be for the period commencing with the Effective Date hereof and ending December 31, 2022. The OWNER reserves the sole right to renew the Agreement for four (4) additional twelve (12) month periods at the same specifications and terms and conditions of this Agreement upon supplemental writing executed by both parties



The specific services to be provided by the ENGINEER under this Agreement shall be based upon written Authorization signed by the OWNER and ENGINEER. The Authorization shall describe the project (the "Authorized Project"); the authorized services to be performed; the amount of compensation; and the established time of completion. The written Authorization for Construction Inspection Services shall be in substantially the form that appears in **Attachment C**.

### ARTICLE 3. BASIS OF PAYMENT

As a consideration for providing the authorized services enumerated in Article 2, the OWNER shall pay the ENGINEER in the following manner:

#### A. COMPENSATION OF A COST NOT TO EXCEED

For authorized services, as enumerated in Article 2, the OWNER shall pay the ENGINEER based upon the ENGINEER'S cost with a maximum not to exceed amount. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit and all other costs in connection with the performance of these services as detailed in **Attachment A – "Scope of Services"** and the corresponding Authorization for Construction Inspection Services. The ENGINEER, if required, shall provide documentation to the OWNER of all costs in connection with the performance of these services.

Total payment to the ENGINEER for the authorized services, as enumerated in Article 2, shall not exceed the amount of fifty-eight thousand three hundred Dollars, (\$ 58,300 ), based on the hourly rates as shown in **Attachment B**.

The OWNER will be billed monthly on the basis of the hours worked and hourly rates, as documented on monthly progress reports to be attached by the ENGINEER to the invoices.

#### B. CHANGES OF SCOPE

In the event additional services are required through changes in the scope of the Authorized Project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the OWNER, perform the additional services as agreed to in writing by both parties. The ENGINEER shall be paid for any such additional services rendered and expenses reasonably incurred in the amount and rates mutually agreed to by both the ENGINEER and the OWNER.

#### C. NONAPPROPRIATION

This Agreement, and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto (the "Act"). By virtue of this Act, the OWNER is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during the OWNER'S current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.

### ARTICLE 4. ENGINEER'S OPINION OF PROBABLE COST

Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over a contractor's method for determining prices, or over competitive bidding or market conditions, the ENGINEER'S opinions of probable construction cost or total project cost provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications. These opinions represent the ENGINEER'S best judgment as an experienced and qualified engineer.

However, the ENGINEER cannot and does not guarantee that actual project cost will not vary from opinions of cost prepared by the ENGINEER.

## ARTICLE 5. OBLIGATIONS OF THE OWNER

### A. OWNER-FURNISHED DATA

The OWNER shall provide to the ENGINEER all technical data related in the OWNER'S possession, including previous reports, maps, and all other information required by the ENGINEER relating to the ENGINEER'S work on the Authorized Project. Such information shall include, but not be limited to, the OWNER'S requirements for the Authorized Project, and any criteria or constraints. The ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER in performing ENGINEER'S services for the OWNER.

### B. ACCESS TO FACILITIES AND PROPERTY

The OWNER shall make its system facilities and properties available and accessible for inspection by ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform its services.

### C. TIMELY REVIEW

The OWNER shall examine all studies, reports, proposals, and other documents presented by ENGINEER, and may obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to delay the services of ENGINEER.

### D. PROMPT NOTICE

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER or contractors.

## ARTICLE 6. GENERAL PROVISIONS

### A. ACCEPTANCE OF WORK

Upon completion by the ENGINEER of the services required in this Agreement, or of any phase(s) of such services, the ENGINEER shall submit such services, or services of any phase thereof, to OWNER'S Representative for review and acceptance to assure conformance with the defined scope of services. If OWNER'S Representative finds that such services do conform to such requirements, s/he shall accept such services and authorize payment therefore as provided in this Agreement. If OWNER'S Representative finds that such services do not conform to such requirements, s/he shall immediately notify the ENGINEER of all deficiencies and reasons for nonacceptance and shall permit the ENGINEER a reasonable time, not to exceed (60) days, to complete or correct performance of the services. If, after sixty (60) days, the services still do not conform to such requirements, and if the ENGINEER fails to demonstrate to the satisfaction of the OWNER that the delay is beyond its control, the ENGINEER will be deemed in default of this Agreement.



## B. ASSIGNMENT

This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the assignee assumes, in writing, the obligations of the assigning party, and delivers such written assumption of assignment to the other original party to this Agreement.

## C. DISCRIMINATION PROHIBITED

In performing the services required hereunder, the ENGINEER shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, genetic information, citizenship, military status, sexual orientation, gender identity, marital status, familial status or disability, or other circumstance prohibited by federal, state or local law, rule or regulation.

## D. FORCE MAJEURE

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire and acts of nature not including normal weather conditions.

## E. HOLD HARMLESS

The ENGINEER agrees to indemnify and hold the OWNER, its officers and employees free and harmless from and against, any and all claims, damages, defense costs, professional fees or other reasonable expenses resulting from the error, omission or negligent act of the ENGINEER, its agents, or employees, in the performance of the ENGINEER'S professional services under this Agreement. For all other non-professional acts or omissions, the ENGINEER agrees to indemnify, defend and hold the OWNER, its officers, and employees harmless from and against any and all claims, demands, defense costs or liability arising out of the performance of the ENGINEER's services under this Agreement. The OWNER agrees that it shall not enter into any settlements which may fall within the provisions of this paragraph without the prior written consent of the ENGINEER.

## F. INSURANCE

The ENGINEER and OWNER agree that the ENGINEER, in its performance of this Agreement, is an independent contractor. ENGINEER shall purchase and maintain in force insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the minimum types and limits as set forth below:

### 1. Professional Liability

- A. \$1,000,000 per claim / occurrence
- B. \$2,000,000 aggregate

As to the Professional Liability insurance required in F. 1., the ENGINEER shall at all times, including without limitation, after the expiration or termination of this Agreement for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of the ENGINEER occurring in whole or in part during the term of this Agreement (hereinafter "Continuing Coverage"). The ENGINEER may maintain such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this Agreement, the

procurement of an extended reporting endorsement (commonly known as “tail coverage”) applicable to the insurance coverage maintained by the ENGINEER during the term of this Agreement, or such other method acceptable to the City. The contractor shall maintain the full limit of coverage as stated above for the Statute of Repose.

2. Commercial General Liability:

- A. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
  - B. \$2,000,000 annual aggregate
- Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability and Independent Contractor’s Protection.

3. Workers' Compensation and Employer's Liability:

- A. Statutory Workers’ Compensation including an all states endorsement
- B. Employer's Liability (E.L. and Disease):
  - i. Bodily Injury by Accident           \$500,000 Each Accident:
  - ii. Bodily Injury by Disease           \$500,000 Policy Limit
  - iii. Bodily Injury by Disease         \$500,000 Each Employee

4. Commercial Automobile Liability:

\$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles

The City of Mission, KS, its officers, Commissions, Agencies and employees shall be named as Additional Insured under the Commercial General Liability policy. The Additional Insured requirement shall be subject to the limitation of liability for claims within the scope of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto, and does not create a partnership or joint venture between the OWNER and ENGINEER under this Agreement.

Prior to execution of this Agreement, the ENGINEER shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Agreement. Within five (5) business days of expiration of any insurance coverage, ENGINEER shall provide renewal Certificate(s) of Insurance as required by this Agreement. The Certificate Holder shall be as follows:

City of Mission, Kansas  
Public Works  
4775 Lamar Avenue  
Mission, KS 66202

The full description of the work to be performed, bid or project number, and the required Additional Insured language shall be referenced on the Certificate(s) of Insurance in the Description of Operations section. Prior to any reduction in coverage, cancellation, or non-renewal the ENGINEER or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change in ENGINEER’s insurance coverage. It is ENGINEER’s sole

responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve ENGINEER of its obligations under this Agreement.

It is further agreed that any insurance and self-insurance maintained by the City of Mission, Kansas its officers, Commissions, and Agencies shall apply in excess of and not contributory with any insurance and self-insurance maintained by ENGINEER.

#### G. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

#### H. STANDARDS OF PERFORMANCE

The ENGINEER shall perform all services under this Agreement in accordance with the industry standards of the engineering profession for projects similar in scope, size, and complexity to projects contemplated herein, and in accordance with the laws of the State of Kansas.

#### I. TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail to cure a breach of this Agreement through no fault of the other, or if a project is stopped by conditions beyond the control of the OWNER.

#### J. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by the OWNER for its convenience by giving thirty (30) days' written notice to the ENGINEER.

#### K. TERMINATION COMPENSATION

In the event of termination, the ENGINEER shall be paid in full for all services previously authorized and performed in accordance with the requirements of this Agreement up to the termination date. If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

#### L. REUSE OF DOCUMENTS

All documents, including drawings and specifications, furnished by the ENGINEER pursuant to this Agreement are instruments of service with respect to the Authorized Project. They are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Authorized Project or any other project. Any reuse without written verification or adaptation by the ENGINEER will be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER.

#### M. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Kansas. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Agreement or the making, performance or interpretation of

it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

#### N. INDEPENDENT CONTRACTOR

This Agreement is, and shall be deemed, an independent contract for services, and the ENGINEER, and all persons providing services on behalf of the ENGINEER under this Agreement shall be deemed independent contractors and shall not be deemed, under any circumstances, employees of the OWNER.

#### O. RIGHT TO EXAMINE AND AUDIT RECORDS

The ENGINEER agrees that the OWNER, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the ENGINEER involving transactions related to this Agreement, or any change order or contract modification thereto, or with compliance with any clauses hereunder. Such records shall include hard copy as well as computer readable data. The ENGINEER shall reasonably require all of its payees including, but not limited to, subcontractors, or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the ENGINEER and the payee. Further, the ENGINEER agrees to cooperate fully and will cause all related parties and will reasonably require all of its payees to cooperate fully in furnishing or making available to the OWNER any and all such books, documents, papers, and records.

#### P. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

#### Q. CONTRACT DOCUMENTS

The services to be provided by the ENGINEER shall be rendered in accordance with and governed by the terms and conditions of this Agreement, and the respective terms, conditions, provisions and representations contained within the following contract documents:

(1) OWNER'S Request for Proposal, and any amendments or addenda issued thereto (collectively hereinafter the "RFP"); and

(2) ENGINEER'S written Response to the RFP, signed and duly submitted to the OWNER (hereinafter "ENGINEER'S Response").

It is hereby acknowledged and agreed that the contract documents identified hereinabove shall be on file with the OWNER'S Office, and/or such other office or location as the OWNER may from time to time designate.

Whenever the terms "respondent", "successful respondent", "bidder", "successful bidder", "contractor" or "successful contractor" are used in the text of the contract documents, such terms shall be deemed to mean and refer to the ENGINEER.

In the event that a conflict arises between the interpretation of the contract documents listed herein and the terms and conditions of the Agreement (including Attachments A, B and C), the terms and conditions of the Agreement (including Attachments A, B and C) shall control. Attachments A, B and C are incorporated herein by reference and made a part of this Agreement.

R. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER with respect to services required hereunder and supersedes any and all previous understandings, whether oral or written, between the OWNER and the ENGINEER regarding the same.

FOR THE OWNER:

FOR THE ENGINEER:

City of Mission

By Pfefferkorn Engineering & Environmental, LLC

\_\_\_\_\_  
Printed Name

Kate Pfefferkorn-Mansker  
Printed Name

\_\_\_\_\_  
Title

Owner  
Title

\_\_\_\_\_  
Signature

*Kate Pfefferkorn-Mansker*  
Signature

## ATTACHMENT A – SCOPE OF SERVICES

1. Provide a qualified Construction Inspector and Engineering Technicians as needed to monitor the construction performed, and to determine its conformity with the contract plans and specifications.
2. Review and check plan computations supplied by the City. Prepare computations as required throughout the project.
3. Inspect, test where necessary, and approve construction materials at the project site. Arrange and assist in the selection and preparation of test samples for inspection and testing of materials.
4. Document pay quantities, materials, equipment, and other items required by the City. Submit weekly update of work being done.
5. At the beginning of each month, prepare an estimate of the amount of work completed, using a City-supplied estimate form. At the end of the project, prepare a final estimate of the amount of work completed on the City estimate form.
6. Assist City in preparation of change orders arising from conditions unforeseen during the design phase of the project.
7. Conduct a final inspection for each portion of the work.
8. Review final papers, check final quantities and organize files.

### DESCRIPTION OF POSITIONS:

#### CONSTRUCTION INSPECTOR

The work in this position involves the performance of a variety of inspection duties associated with the construction and/or related items and planning and directing the activities of subordinate Senior Engineering Technicians and Engineering Technicians performing a variety of duties in the appropriate specialty, or performing work of comparable scope and complexity in a non-supervisory capacity. Work requires the application of engineering knowledge and skills in completing assigned projects and includes responsibility for the completion of assignments of a complete nature. Work assignments are received with general instructions and objectives outlined by the City.

Serves as the project supervisor for construction observation. Plans and supervises the activities of lower level technicians performing the inspection duties to ensure compliance with plans, standard procedures and special provisions. Recommends and makes decisions on minor necessary changes in construction signing, and safety measures. Recommends to the City major changes in construction sequence, staking procedures, etc., to ensure timely and continuity of operations.

Performs on-site inspection of contractor's operations, equipment, construction signing, safety measures, reviews procedures and inspection techniques at sources of supply and



distribution of materials incorporated into projects and reviews adequacy of design of material combinations.

Assist in communication with Construction Managers/Coordinators, utility coordinators, construction surveyors and/or Contractor in order to ensure proper flow and sequence of operations.

Prepares and compiles data for project diaries, reports, field notes and other required paperwork for a project progress, contractor payments and final construction documentation or directs lower level technicians to obtain the same final results.

Reviews plans and specifications, and supervises the preparation of computation to substantiate all plan quantities.

Reviews materials certifications to assure all materials incorporated into the project have been properly tested and accepted.

Supervises the preparation of periodic and final reports.

#### ENGINEERING TECHNICIAN, SENIOR

Work involves planning and directing the activities of subordinate Engineering Technicians performing a variety of duties in the appropriate specialty, or performing work of comparable scope and complexity in a non-supervisory capacity. Work generally includes responsibility for the completion of assignments of a complete nature. Work assignments are received with general instructions and objectives outlined by the Project Manager.

May serve as the project supervisor on complex roadway and/or multiple roadway and bridge construction projects. Plans and supervises the activities of lower level technicians performing the inspection duties to ensure compliance with plans, standard procedures and special provisions. Recommends and makes decisions on minor necessary changes in construction signing, and safety measures. Recommends to the Project Manager major changes in construction sequence, staking procedures, etc., to ensure timely and continuity of operations.

Prepares and compiles data for project diaries, reports, field notes and other required paperwork for a project progress, contractor payments and final construction documentation or directs lower level technicians to obtain the same final results.

Reviews materials certifications to assure all materials incorporated into the project have been properly tested and accepted.

#### ENGINEERING TECHNICIAN

Responsibilities are to inspect, document, and test materials for construction work performed by contractors to assure compliance with plans, specifications, and accepted standard procedures. Employee will serve as an inspector on roadway construction projects under the supervision of higher level technicians or project manager.

Performs or assists other technicians or project manager in the performance of routine tests in the laboratory or field, or inspection on construction projects for compliance with standard practice, specifications, plans, or special provisions.

Serves as inspector-in-charge of a construction project with a limited number of operations or one of several chief inspectors on complex projects with a multitude of operations. Prepares required documentation and reports.

Prepares or assists in the preparation of related documentation and reports.



# Pfefferkorn Engineering & Environmental, LLC

19957 W. 162<sup>nd</sup> Street

Olathe, Kansas 66062

p-e2.com

Tel: (913) 490-3967

Fax: (913) 426-9138

## ATTACHMENT B Exhibit : RATE SCHEDULE

### **Design Services**

Principal .....	\$175.00
Senior Design Engineer.....	\$150.00
Design Technician .....	\$100.00
Drafter.....	\$ 80.00
Clerical/Support Staff.....	\$ 78.00

### **Field Services – Construction Inspection & Survey**

Senior Engineer Technician .....	\$ 80.00
Engineer, Technician II .....	\$ 75.00
Survey Crew – 1 person* .....	\$ 175.00
Survey Crew – 2 people* .....	\$ 195.00
Survey Crew – 3 people* .....	\$ 210.00

### **On-Site Materials Testing and Observation**

In-situ Density, Utilizing Nuclear Densometer, (2 hour minimum).....	\$ 80.00 / hour
Concrete Testing, (2 hour minimum) .....	\$ 80.00 / hour
Materials Sampling, (2 hour minimum) .....	\$ 80.00 / hour

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

### **Printing**

24" x 36" .....	\$ 3.50/page
8- 1/2" x 11" or 11" x 17" (copies) .....	\$ 0.20/page

### **Equipment**

Vehicle Mileage (Truck or Auto) .....	\$0.54/mile
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## ATTACHMENT B (cont.) Asphalt & Aggregate Testing 2022 Schedule of Fees

WORK ITEM	UNIT	UNIT PRICE
<b>ASPHALT MIXTURE AND AGGREGATE TESTING</b>		
Sieve Analysis (Washed) (ASTM C-136 and C 117)	Each	\$140.00
Aggregate Specific Gravity, -#4 (ASTM C 128)	Each	\$150.00
Aggregate Specific Gravity, +#4 (ASTM C 127)	Each	\$100.00
Clay Lumps & Friable (ASTM C 142)	Each	\$55.00
Crushed Particles (KT-31)	Each	\$70.00
Soundness, small (ASTM C 88)	Each	\$300.00
Soundness, large (ASTM C 88)	Each	\$300.00
LA Wear, small (ASTM C 131)	Each	\$275.00
LA Wear, large (ASTM C 131)	Each	\$300.00
Lightweight Particles in Aggregate (SpG < 2.0) (ASTM C 123)	Each	\$150.00
Lightweight Particles in Aggregate (Chert) (ASTM C 123)	Each	\$150.00
Organic Impurities (ASTM C 40)	Each	\$75.00
Sand Equivalent (ASTM D 2419)	Each	\$145.00
Maximum Specific Gravity (ASTM D 2041)	Each	\$75.00
Bulk Specific Gravity of Cores/Plugs (ASTM D2726)	Each	\$20.00
Gyratory Compaction (ASTM D 6925, AASHTO T 312)	Each	\$275.00
Marshall Properties, Incl. Stability and Flow (ASTM 6926, 6927)	3 Pills	\$275.00
Rice Density (AASHTO T 209 and ASTM D 2041)	Each	\$100.00
Asphalt Extraction and Gradation (ASTM D 6307)	Each	\$210.00
Washed Aggregate Gradation (Belt Sample)	Each	\$75.00
Freeze-Thaw Testing (KT-MR-21/ASTM D 5312)	Each	\$650.00
Sample Prep for Freeze-Thaw Testing (ASTM 5312)	Hour	\$60.00
Fine Aggregate Angularity (ASTM C 1252)	Each	\$120.00
Superpave Asphalt Mix Design	Each	\$6,500.00
Marshall Asphalt Mix Design	Each	\$4,000.00
Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates. Above rates do not include sample collection.		



**Pfefferkorn Engineering & Environmental, LLC**

19957 W. 162<sup>nd</sup> Street  
Olathe, KS 66062  
913-490-3967  
kate.p@p-e2.com



City of Mission 2022 Street Program  
Construction Inspection Services

## ATTACHMENT B (cont.)

# PROPOSAL

Pfefferkorn Engineering & Environmental, LLC is pleased to offer the following proposal for your consideration. Pfefferkorn understands the general scope of services to include project inspection, documentation, materials testing, and construction administration for the public roadway improvements including but not limited to full-depth reconstruction, storm sewer improvements and associated improvements.

Pfefferkorn will provide a KDOT Certified Construction Inspector as well as supplemental Inspectors and materials testing technicians when needed. Our KDOT Certified Inspector will coordinate day-to-day inspection activities associated with the project while our supplemental inspectors and materials testing technicians will provide support services as necessary.

Our inspector will check traffic control set-ups on a daily basis to ensure traffic control and other associated items are in working order and will be dedicated full-time to the project during paving activities. Full-time inspection may not be required particularly when the contractor is preparing for the next phase. As such and as per the City's request, this proposal is based on part-time, as needed inspection.

The project is based on an estimated construction cost of approximately \$1.92 million with working hours Monday through Friday from 7:00 am to 6:00 pm and Saturday 8:00 am to 6:00 pm. (No work is anticipated on Sundays). We have estimated the construction inspection and materials testing to be proportionate to the project scope indicated in the project plans with quantities dated 1/20/2022. The following table is a budgetary upper limit we anticipate to cover the inspection and material testing scope of the 2022 Street Reconstruction Projects.

	Quantity	Unit	Unit Cost	Subtotal
Certified Inspector (part-time)	600	Hours	\$80	\$48,000
Concrete testing Slump, Unit Weight, Air Content, Temperature, Compressive Strength (4" x 8" Cylinders – set of 7)	20	Each	\$80	\$1,600
Aggregate Gradation Sieve Analysis AB-3 OP Modified	3	Each	\$100	\$300
Asphalt Properties (Gyratory Compaction, Marshall properties, Rice Density)	3	Each	\$850	\$2,550
Field Density Testing for Asphalt and Base Compaction (portable gauge)	14	Days	\$150	\$2,100
SWPPP, WPCM, Erosion Control reporting	25	Weeks	\$150	\$3,750
<b>TOTAL</b>				<b>\$58,300</b>

This cost amount stated above is to serve as a not-to-exceed limit for construction inspection and materials testing services. *Inspection hourly rate is billed at \$80 per hour. Working days are unknown at the time of proposal but anticipated to be no more than 150 working days and subject to the contractor's work schedule approved by the City.*

Thank you for your consideration. Please let me know if you have any questions or concerns. To accept this agreement, please sign below and e-mail donna.m@p-e2.com or fax 913-426-9138 to our offices.

Very kind regards,



Kate Pfefferkorn-Mansker, P.E. | Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

### **Staff & Capabilities**

- ✓ Professional Engineers
- ✓ ***KDOT Certified Inspectors***
- ✓ Quality Assurance Manager
- ✓ Bridge & Roadway Project Experience
- ✓ ***Concrete Testing***
- ✓ ***Tensile Rupture Strength Testing***
- ✓ ***Nuclear Soil Moisture Density Testing***
- ✓ Document Control Manager
- ✓ Safety Officer



ATTACHMENT C – AUTHORIZATION FOR CONSTRUCTION INSPECTION SERVICES  
FORM

**AUTHORIZATION NO. \_\_\_\_\_ FOR CONSTRUCTION INSPECTION SERVICES  
(AUTHORIZED PROJECT NAME)**

In accordance with ARTICLE 2 of the Agreement for Professional Construction Inspection Services, dated \_\_\_\_\_, 2022 by and between OWNER (City of Mission, Kansas) and the ENGINEER (Pfefferkorn Engineering & Environmental) (the “AGREEMENT”), the following project authorization is hereby given and mutually agreed upon:

- A. Authorized Project Name and Description:
- B. Description of Services to be Performed:
- C. Amount of Compensation:
- D. Estimated Time of Completion:
- E. Notice to Proceed Date:

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed by their duly authorized representatives and made effective the day and year first above written.

Pfefferkorn Engineering & Environmental, LLC (ENGINEER)

By *Kate Pfefferkorn-Mansker*

Kate Pfefferkorn-Mansker Printed Name

Owner Title

CITY OF MISSION, KANSAS (OWNER)

By \_\_\_\_\_

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Title



<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>PUBLIC WORKS</b>	From:	Brent Morton

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

**RE:** 2022 Streetlight Maintenance Contract

**RECOMMENDATION:** Approve a contract with Black & McDonald for streetlight maintenance at an annual cost of \$55,372.47.

**DETAILS:** Prior to 2013, KCP&L owned, operated, and maintained the streetlight infrastructure in Mission. During this time, many municipalities in the metro began purchasing these systems from KCP&L after realizing the potential cost savings of owning and operating their own streetlight networks.

Mission acquired a total of 846 streetlights in 2013. Since the acquisition, the City has added streetlights with both public capital projects and private development projects, bringing the total streetlight number to 1,011 citywide. One of the conditions of the acquisition was that the City had to agree to contract with a firm/contractor approved by KCPL (now Evergy) for streetlight maintenance since the contractor is required to work on Evergy's electric infrastructure.

Public Works does not have the personnel or technical expertise to perform maintenance on the streetlights; therefore, these services are outsourced. The Streetlight Maintenance contact was bid in February and one bid was opened on February 21, 2022, with Black & McDonald submitting the lowest and most responsive bid at an annual cost of \$55,372.47.

Staff assumes that there was only one bid received for this project since there are only three preapproved contractors by Evergy in the metropolitan area. Additionally, Black & McDonald provides streetlight maintenance for numerous municipalities in the metropolitan area and their costs are very competitive due to this experience as well as knowledge of Mission's streetlight maintenance needs. Since the City acquired the system, Black & McDonald has performed maintenance and repair on streetlights citywide. Prior to the City's ownership of the lights, Black & McDonald performed the same services as a contractor working on behalf of KCP&L.

The initial term of this agreement shall expire on December 31, 2022 with an option to renew for four additional one-year periods unless the City notifies Black & McDonald of its intent not to renew at least 30 days before the expiration of the current annual contract term. The contract allows annual increases but stipulates that they may not exceed 3%.

**CFAA CONSIDERATIONS/IMPACTS:** N/A

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-20-212-06 Service Contracts
Available Budget:	\$250,000

No. \_\_\_\_\_ Dated: \_\_\_\_\_

Bidder lists in the space provided below the names of the manufacturers and suppliers of materials or equipment whose items are named or specified in the Bidding Documents, including all Addenda, which the Bidder proposes to furnish and agrees that prices shown on the Bid Form are based on each item named below. Upon award of the Contract, the named material or equipment shall be furnished. Substitutions will be permitted only if named item does not meet the Specifications.

If preliminary or "Pre-bid Qualifications" have been requested and accepted, this acceptance shall not in any way constitute a waiver of the Specifications covering such items. Final acceptance will be based on full conformity with the Specifications covering such items.

Failure to furnish all information requested below may be cause for rejection of the Bid.

**Base Bid Service, Material and Equipment Items:**

Per Pole Per Month Price	Monthly Price for 1011 Streetlights	Annual Price for 1011 Streetlights
\$ 4.564	\$ 4614.20	\$ 55,372.47

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the prices set forth in the "Schedule of Prices" presented at the end of this Bid Form for each Section of the Work. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid.

Note: This if project contains multiple sections of Work, as noted below, bidders must enter a bid for at least one individual section. Bidders are not required to bid on all sections. If Bidder enters a price for all sections together, he must also enter a price for each section individually. However, the price entered for all sections together need not equal the sum of the individual bid prices for each section.

**TOTAL BASE BID PRICE (IN WORDS AND FIGURES)**

Fifty five thousand, three hundred seventy two  
dollars and forty seven cents Dollars and no/100 Cents 55,372.47  
(words) (figures)

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the City's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the City shall, at the option of the City, be retained by the City as liquidated damage for the delay and expense caused the City; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders.

**SIGNATURES**

Signature of Bidder:

(If an Individual) \_\_\_\_\_ doing business as:

\_\_\_\_\_  
DBA

By \_\_\_\_\_  
Signature

(If a Partnership)

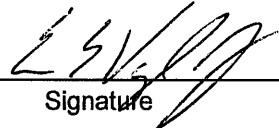
\_\_\_\_\_  
Name of Partnership

By \_\_\_\_\_  
Signature

(If a Corporation)

Custom Lighting Services, LLC dba  
Black & McDonald

\_\_\_\_\_  
Name of Corporation

By   
Signature

(Business Contact - All)

Eric Vogel Jr.  
Print Name

816-410-8112  
Phone

Division Manager  
Title

esvogel@blackandmcdonald.com  
Email

6001 E Front St  
Business Address

Kansas City, MO 64120  
City, State, Zip

**CITY OF MISSION, KANSAS**

<b>City of Mission</b>	Item Number:	7.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Parks + Recreation</b>	From:	Penn Almoney

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

**RE:** City of Mission Tree Plan

**RECOMMENDATION:** Approve the proposed revisions to the City of Mission’s Tree Plan as set forth in Chapter 230 of the Mission Municipal Code.

**DETAILS:** Chapter 230.030 of the Mission Municipal Code dictates that prior to April 1 in even numbered years, the Parks, Recreation + Tree (PRT) Commission will make recommendations on updates and inclusions to the City of Mission’s Tree Plan. Maintaining and updating the Tree Plan is one of the mandatory requirements for the City to keep its “Tree City USA” designation.

The PRT reviewed the current Tree Plan and Chapters 230 and 240 of the Mission Municipal Code during the February 21, 2022, PRT Commission meeting. The only modifications recommended by PRT members to the current Tree Plan were:

- Date, punctuation and spacing revisions
- Adding clarity to responsible City personnel
- Adding ‘resilience’ since tree hardiness is an important characteristic in tree longevity within the region

The Kansas Forest Service (KFS) created a Park and Greenspace Forestry Recommendations document to aid the PRT and City staff in its assessment of park canopy diversity and future planning. In the document, KFS recommends continuing to diversify the tree species in parks, undertake an educational campaign to promote the benefits of trees and to include the diameter and condition of trees when inventorying in the tree inventory software. KFS also suggested tree species recommendations to further diversify Mission’s canopy. A copy of these recommendations is included in the packet.

The Kansas Forest Service is the PRT’s primary resource when determining if any species of tree should be added or removed from the list of Prohibited Trees in Section 240.080 of the Mission Municipal Code. No additions or deletions were recommended for 2022.

Both red-lined and clean copies of the proposed 2022 Tree Plan updates are included in the packet for your information and reference.

**CFAA CONSIDERATIONS/IMPACTS:** Maintaining a diverse and healthy urban forest/tree canopy is an important consideration in maintaining safe and attractive parks

Related Statute/City Ordinance:	Mission Municipal Code Chapter 230.030 (B, C and D)
Line Item Code/Description:	N/A
Available Budget:	N/A

<b>City of Mission</b>	Item Number:	7.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Parks + Recreation</b>	From:	Penn Almoney

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

and public spaces for users of all ages and abilities. Frequent review of the Tree Plan ensures the City is evaluating these resources on a regular basis.

Related Statute/City Ordinance:	Mission Municipal Code Chapter 230.030 (B, C and D)
Line Item Code/Description:	N/A
Available Budget:	N/A

# **Tree Plan 2022 of the City of Mission, Kansas**

This Plan, originally adopted by the Tree Board on September 17, 2007, is in compliance with Chapter 230 of the Mission Municipal Code and promotes beautification and environmental sustainability to the City of Mission, Kansas, through:

1. Proper development and maintenance of trees on City-owned property,
2. Raising awareness and continuing education of the City of Mission staff and residents on the importance of trees in reducing energy consumption and enhancing environmental well-being for the entire community,
3. Maintenance of standards of achievement worthy of continued Tree City USA recognition by the National Arbor Day Foundation for the City of Mission, Kansas.

## **MISSION STATEMENT:**

The Parks, Recreation & Tree Commission is committed to maintaining and promoting healthy ecosystems which are the cornerstone of our community's vitality, longevity, resilience and ecological well-being.

## **INTERFACE WITH GOVERNING BODY and CITY STAFF**

1. Bi-annually in even numbered years, or as needed, the Parks, Recreation & Tree Commission will make recommendations of suggested updates to Chapter 230 of the Mission Municipal Code, the Tree Plan, and Parks, Recreation & Tree Commission Rules and Regulations. These recommendations will include any needed additions or deletions to the list of allowable and prohibited trees included in Chapter 240 and will be submitted to council for consideration.
2. Annually, by April 1, the Parks, Recreation & Tree Commission will submit their annual budget request for the next calendar year to the City Administrator. The budget shall include monies specifically "earmarked" for tree planting, tree removal and replacement.
3. All plans and supporting pertinent information for landscaping improvements on commercial and City owned property may be submitted to the Parks,



Recreation & Tree Commission for their review and recommendation to ensure all trees and shrubs comply with the area and enhance the environmental well-being of the community.

4. The Parks, Recreation & Tree Commission will create, with the Public Works Superintendent, Parks Technician, appropriate City personnel and properly certified private contractors hired by the City, a reasonable timetable, based upon the order of importance, for the trimming, pruning and removal of all existing hazardous, dead, diseased or injured trees on City property. Removal of dead trees will include a cut flush with the ground and evaluation for replacement, in the next appropriate planting season, of a tree of at least 1 ½ inch in caliper in the same relative location. The Parks, Recreation & Tree Commission will submit to the Governing Body a recommended timetable and order of importance for the annual and/or biannual trimming and pruning of all trees on City property and recommendations, based on the 10% Rule, for species of the mandatory replacement trees. The 10% Rule ensures the future health of the landscape from infestations and disease epidemics in that no one tree, species or variety of species should be more than 10% of the total population. The 10% Rule further develops a landscape which provides for spring, fall and winter interest through a total inventory consisting of 30% evergreen trees and 70% deciduous trees with 10% of these being spring flowering, 15% providing spectacular fall foliage and 5% winter interest with berries or spectacular bark.
  - a. Continuing education and support for training of the personnel responsible for tree maintenance will be provided. Annually, a Parks, Recreation & Tree Commission member will meet with the Public Works Superintendent and personnel responsible for grounds maintenance and verify that trucks are equipped with the proper equipment to perform trimming and pruning and personnel are instructed in the proper procedures for maintaining a healthy landscape, including watering, trimming, pruning, shaping and mulching of the trees, mowing and trimming areas abutting and adjacent to the trees and completing any basic first-aid to damaged and injured trees. This support will include review of and compliance with procedures for reporting problem trees to the Public Works Superintendent who will investigate and report to the Parks, Recreation & Tree Commission any action taken.

## **INTERFACE WITH THE LANDSCAPE**

1. The Parks, Recreation & Tree Commission members will report at their scheduled meetings any update to the tree-risk inventory of trees located on City property, and of any trees on residential property which can be identified

from the street, as hazardous, dead, diseased or injured, or which could cause harm to the tree or human populations in Mission. Parks, Recreation & Tree Commission members are not authorized to go on residential property to perform this function. However, trees needing attention located on residential properties will be documented on Tree City USA report forms, and in the minutes of the meeting. This information for Code Enforcement review will be given to the city's Community Development Department. Action will be taken by appropriate City personnel for any violations of the Municipal Code.

2. Periodically, as needed, the Parks, Recreation & Tree Commission will engage the Kansas State Forester or another certified arborist with the approval of the City Administrator, to conduct a tree inventory on City owned property. The City shall be divided into 4 quadrants. On a rotating basis, modified for storm damage or natural disaster, the selected quadrant will be inventoried identifying trees by species and variety. The inventory will further identify any dead, diseased, injured or hazardous trees, trees in need of pruning, stump removal and any new plantings that may be necessary. A member of the Parks, Recreation & Tree Commission will accompany the arborist during this inventory. The inventory will be provided to the Governing Body.
3. Recommendations made to the Governing Body for replacement of trees will be considerate of the existing landscape and comply with the Kansas State University Extension Office 10% Rule. The Parks, Recreation & Tree Commission will develop recommendations being mindful of using environmentally sustainable landscaping as barriers to traffic sound and screening from commercial sites without restricting visibility for safe pedestrian and vehicular traffic. The recommendations will also be mindful of reducing energy consumption and enhancing environmental well-being of the entire community.

## **INTERFACE WITH THE COMMUNITY**

1. As a means of educating and serving the community, the Parks, Recreation & Tree Commission will provide to the City's website manager for publications, references of useful and pertinent information relative to maintaining a healthy, aesthetically attractive, resilient and environmentally sustainable landscape.
2. The Parks, Recreation & Tree Commission will submit timely information regarding trees and tree care to be published in the Mission Magazine and City social media channels.

3. The Parks, Recreation & Tree Commission will coordinate community activities in observance of Arbor Day, such as the City's official proclamation, tree planting, and community education throughout the year, and the Kansas Forest Service Arbor Day Poster Contest.

~~The Parks, Recreation & Tree Commission will correspond annually, or as needed, with merchants, commercial property owners and management companies in the City of Mission reminding them of their obligation to comply with Chapter 230 of the Mission Municipal Code which requires landscaping approved in their Final Plan be maintained including removal of hazardous, dead, diseased, or damaged landscaping and replacement with landscaping as necessary.~~

4. If merchants, commercial property owners and management companies in the City of Mission are not in compliance with Chapter 240 of the Mission Municipal Code in regards to maintaining healthy landscaping and removal of hazardous, dead or diseased trees and landscaping in accordance with an approved Final Development Plan, the Parks, Recreation & Tree Commission will file a written report with the Community Development department or other responsible personnel so the appropriate enforcement mechanisms and tools may be initiated.

### **Interface with Other Public Entities and Utility Providers**

1. Recognizing that the primary goals and objectives of the City of Mission's Tree Plan are to provide for the proper development and maintenance of trees on public property, it is noted that there are other entities who regularly interact with the City on issues related to the development of, maintenance of, and education on Mission's urban forest and tree canopy.
2. Maintenance of trees in areas such as KDOT Right-of-Way or utility easements has the potential to impact the City of Mission in a number of ways including aesthetic considerations, disruption of utility service and damage to public or private property.
3. The Parks, Recreation and Tree Commission acknowledges that staff will be responsible for identifying and maintaining the appropriate communication strategies and channels with these other entities and providers so that information can be shared, and questions or concerns addressed in a consistent and well-documented manner.
4. If there are additional policies, practices or information that are desired to address maintenance of trees on quasi-public property, those should be

referred to the Parks, Recreation & Tree Commission for further review, evaluation or recommendation.

Adopted and approved by the Mission City Council this 22nd day of February 2022.

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Solana Flora, Mayor

ATTEST:

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Audrey M. McClanahan, City Clerk

# **Tree Plan 2022 of the City of Mission, Kansas**

This Plan, originally adopted by the Tree Board on September 17, 2007, is in compliance with Chapter 230 of the Mission Municipal Code and promotes beautification and environmental sustainability to the City of Mission, Kansas, through:

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Recreation & Tree Commission for their review and recommendation to ensure all trees and shrubs comply with the area and enhance the environmental well-being of the community.

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### **Interface with Other Public Entities and Utility Providers**

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4. If there are additional policies, practices or information that are desired to address maintenance of trees on quasi-public property, those should be referred to the Parks, Recreation & Tree Commission for further review, evaluation or recommendation.

Adopted and approved by the Mission City Council this 22nd day of February 2022.

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Solana Flora, Mayor

ATTEST:

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Audrey M. McClanahan, City Clerk

# Park and Greenspace Forestry Recommendations

City of Mission, Kansas



**PREPARED BY:**

Kim Bomberger  
District Community Forester  
Kansas Forest Service  
Manhattan, Kansas 66502  
785-532-3315  
[kbomberg@ksu.edu](mailto:kbomberg@ksu.edu)

## Introduction

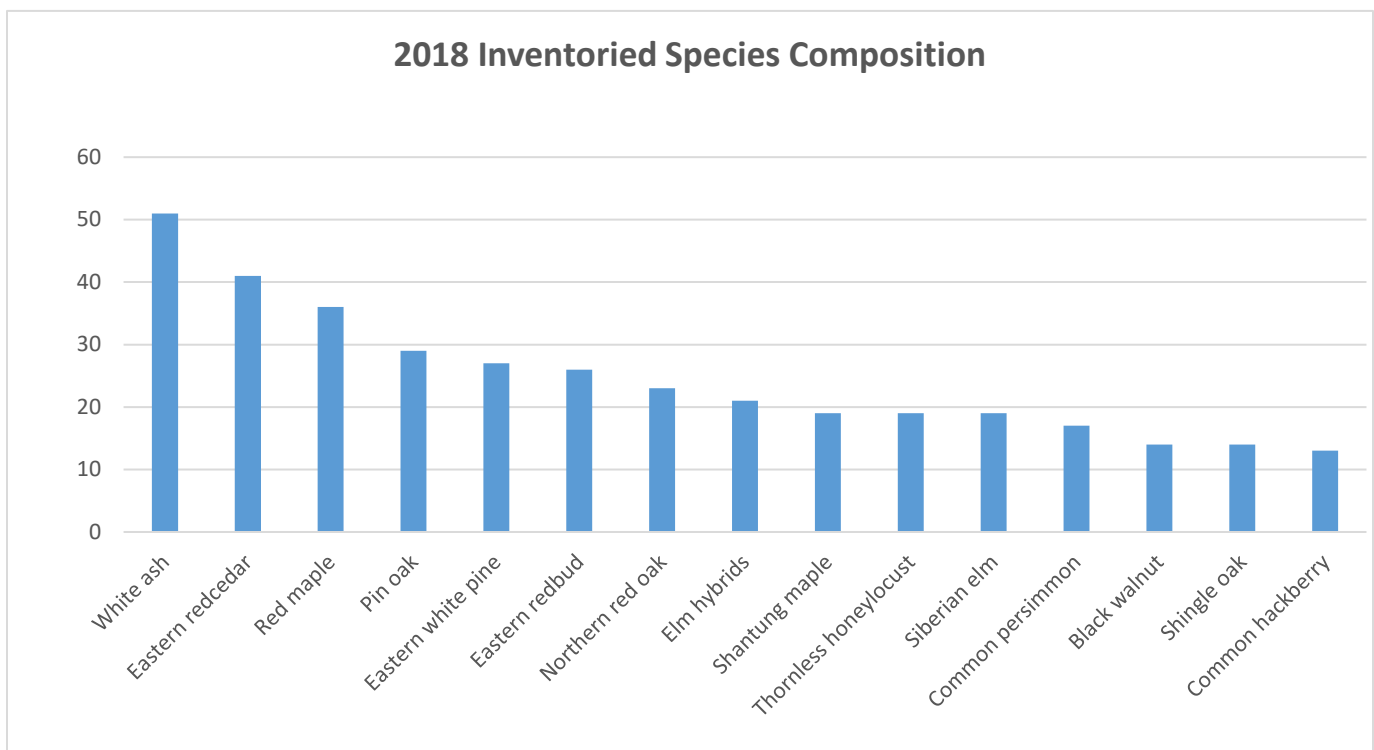
The City of Mission in Johnson County has completed a park and greenspace tree inventory that identified 588 trees in city parks, along Rock Creek Trail and Mission Streamway and around City Hall and Sylvester Powell Jr Community Center. The inventory was conducted from January to March, 2018, by Sam Heywood of Davey Research Group who inputted the data into their TreeKeeper® software program.

Identifying the types of trees that are growing on city-owned properties is an important step to understanding the diversity of the public tree resource. An analysis of inventory data provided by Penn Almoney, Parks and Recreation Director, found 65 species of trees and 2 shrubs included in the inventory.

The diversity of trees on Mission's inventoried public properties is good. In the eastern part of Kansas, many more types of trees can flourish as site and soil conditions allow. Dutch elm disease exposed the risks of monoculture and low diversity plantings as it killed millions of American elms in the United States. Pine wilt has hammered Austrian and Scotch pines and its ability to readily spread to other types of pines is unclear. The emerald ash borer has been detected in 10 Kansas counties, 35 states and 5 Canadian provinces, leaving millions of dead ash trees in its wake. In the Kansas City metropolitan area, oak wilt has been confirmed and other oak diseases lurk. Storms expose the weaknesses of fast-growing trees and those with significant defects and the climate in Kansas tests the ability of trees to endure moisture and temperature extremes. The Asian longhorned beetle has been found in four eastern states and a federal and state investigation was triggered when the spotted lanternfly was found in a Kansas State Fair entry. The list of biotic and abiotic threats to Kansas community forests is likely to increase over time. When insects and diseases are transported in firewood and other raw wood products or cling to multiple modes of transportation, a distant threat can quickly become very near.

## Diversity Analysis

The number of species, genera and family members represented in the community forest is one measure of forest health and resilience. The inventory data is analyzed and ranked to identify the abundance of the top 15 species of trees growing on Mission's park and greenspace properties.



Species	Number Trees	% of Total	Species	Number Trees	% of Total
White ash ( <i>Fraxinus</i> )	51	9%	Shantung maple ( <i>Acer</i> )	19	3%
Eastern redcedar ( <i>Juniperus</i> )	41	7%	Thornless honeylocust ( <i>Gleditsia</i> )	19	3%
Red maple ( <i>Acer</i> )	36	6%	Siberian elm ( <i>Ulmus</i> )	19	3%
Pin oak ( <i>Quercus</i> )	29	5%	Common persimmon ( <i>Diospyros</i> )	17	3%
Eastern white pine ( <i>Pinus</i> )	27	5%	Black walnut ( <i>Juglans</i> )	14	2%
Eastern redbud ( <i>Cercis</i> )	26	4%	Shingle oak ( <i>Quercus</i> )	14	2%
Northern red oak ( <i>Quercus</i> )	23	4%	Common hackberry ( <i>Celtis</i> )	13	2%
Elm hybrids ( <i>Ulmus</i> )	21	4%			

**Miscellaneous:** (Tree species representing 1% or less of the inventoried population)

Trident, Japanese, Norway, silver, sugar, amur maple; Tree-of-Heaven, serviceberry, river birch; pignut and shagbark hickory; northern catalpa; flowering and kousa dogwood; hawthorn, green ash, Ginkgo, honeylocust, goldenraintree, American sweetgum, tuliptree, Osage-orange, star magnolia, flowering crabapple, white mulberry, black tupelo, American hophornbeam, Persian Parrotia; Norway and Colorado spruce; Austrian, longleaf and Scotch pine; London planetree, eastern cottonwood, black cherry, callery pear; swamp white, bur, chinkapin, English, shumard and post oak; black locust, corkscrew willow, baldcypress, yew species, eastern arborvitae, littleleaf linden, American elm, Viburnum species; Japanese and Chinese Zelkova.

**Stocking Levels**

Many communities have followed the guidance for forest diversity proposed by Frank Santamour, Jr. His recommendation was dubbed the 10-20-30 Rule. Santamour’s recommendation was to plant no more than 10% of a species, no more than 20% of a genus and no more than 30% of a family within a community. That guidance is now being questioned. The loss of native trees to exotic insects or diseases or of native insects and diseases attacking non-native species is a driving factor to recommendations for dramatically lower stocking levels for species, genera and plant families.

An analysis of the data reveals the following stocking levels as it pertains to genera and family associations:

Species (67)	Genera (42)	Family (25)	Count	% of Total (588)
Oak	<i>Quercus</i>	<i>Fagaceae</i>	100	17%
Maple	<i>Acer</i>	<i>Aceraceae</i>	83	14%
Ash	<i>Fraxinus</i>	<i>Oleaceae</i>	54	9%
Pine	<i>Pinus</i>	<i>Pinaceae</i>	50	9%
Elm	<i>Ulmus</i>	<i>Ulmaceae</i>	45	8%
Eastern redcedar	<i>Juniperus</i>	<i>Cupressaceae</i>	41	7%
Eastern redbud	<i>Cercis</i>	<i>Fabaceae</i>	26	4%
Honeylocust	<i>Gleditsia</i>	<i>Fabaceae</i>	20	3%
Persimmon	<i>Diospyros</i>	<i>Ebenaceae</i>	17	3%
Black walnut	<i>Juglans</i>	<i>Juglandaceae</i>	14	2%
Hackberry	<i>Celtis</i>	<i>Ulmaceae</i>	13	2%
Spruce	<i>Picea</i>	<i>Pinaceae</i>	12	2%
Callery pear	<i>Pyrus</i>	<i>Rosaceae</i>	11	2%
Crabapple	<i>Malus</i>	<i>Rosaceae</i>	9	2%
Baldcypress	<i>Taxodium</i>	<i>Cupressaceae</i>	9	2%

Some insects and diseases don’t attack an entire genera or family but as the emerald ash borer has shown, all *Fraxinus* in this country are vulnerable, as might be other members of the Olive family. For additional analysis and specific information, please refer to the enclosed documents and publications

## Emerging Threats

The causal agent of Sudden Oak Death (SOD), *Phytophthora ramorum*, was detected in rhododendrons shipped to multiple locations in Kansas from an Oklahoma nursery in 2019. The pathogen affects a wide variety of trees, shrubs and plants and there is no known cure. SOD has killed millions of tanoak and coast live oak trees along the central California coast into Southern Oregon. Oaks in the white oak category may not be as susceptible to the disease but those in the red oak category are likely to be substantially affected. There has been no confirmation that sudden oak death has established in the state. However, with the causal agent detected in the state, it should be noted that the 17% of oaks could be at risk if the disease were ever to develop and spread.

The Asian longhorned beetle has been detected in Massachusetts, New York, Ohio and South Carolina. A list of hosts include ash, birch, elm, buckeye, horsechestnut, goldenrain tree, sycamore, London planetree, maple, mimosa, mountain ash, poplar, willow and katsuratree. A document from USDA-APHIS\_PPQ Center for Plant Health Science and Technology indicates the genera of *Acer*, *Aesculus*, *Betula*, *Salix* and *Ulmus* as preferred hosts. Of the inventoried trees, 83 maple (*Acer*), 7 birch (*Betula*), 1 willow (*Salix*) and 45 elm (*Ulmus*) fall within that categorized risk. Sixty-two (62) other trees are considered occasional to rare hosts. From that standpoint, 198 trees or 34% of the inventoried population could be at risk.

In the news recently was a spotted lanternfly placed in a forestry exhibit at the Kansas State Fair. An investigation did not locate any live insects in the community where the insect was reported to be found. Nonetheless, it reinforces that an insect or disease can be transported easily. Should a population of the insect ever become established in the state, the host range is much wider. According to USDA-APHIS-PPQ, the spotted lanternfly can be found on fruit, ornamental and woody trees, with Tree-of-Heaven (*Ailanthus*) one of the preferred hosts.

There are other common insect and disease problems that occur on trees in Kansas, such as:

Species	Potential Problems
Ash	Emerald ash borer, native ash borers, ash yellow disease, heart rot and decay
Eastern redcedar	Cedar apple rust, Kabatina tip blight, bagworms
Maples	Verticillium wilt, iron chlorosis in high pH soils, root and butt rots
Pines	Pine wilt, needle diseases, tip blight, pine needle scale
Oaks	Oak wilt, cankers, bur oak blight, scale, twig galls, root and butt rots
Elm	Cankers, Dutch elm disease, Verticillium wilt, European elm scale

The publication *Tree and Shrub Problems in Kansas: Diseases, Insects, and Environmental Stresses* details many problems of woody plants in Kansas. It can be found online at <http://www.ksre.ksu.edu/bookstore/pubs/MF3132.pdf>

## Management Recommendations

The City of Mission should be commended for its step to identify the trees on park and greenspace properties. The following recommendations are made to further the city's understanding of its public tree resource and inform future management decisions.

- Assign condition and diameter for each inventoried tree. This additional information can help the city identify planting, pruning and removal needs for the short and long term.
- Increase species diversity on inventoried properties from 67 to at least 80 in the next 5 to 10 years. The removal of ash and other poor condition trees represents opportunities to diversify. Avoid increasing species within genera already overrepresented.
- Increase the genera of trees on inventoried properties. Forty-two (42) genera were present at the time of inventory. Strive for at least 10 new genera in the next 5 to 10 years. Try to choose genera that also diversify the families of trees represented. See **Appendix A** for a potential planting list.



- Inventory all street trees and collect species, diameter and condition data for each, at the minimum.
- Forge partnerships with commercial entities to encourage their sale of diverse and desirable species of trees for planting in the community. Partner with civic organizations when those partnerships benefit the public tree resource.
- Undertake an educational program/campaign to promote the multiple benefits of trees to your residents and the community. Emphasize the necessity of planting a diverse array of trees to protect the community canopy from a high loss of trees due to biotic and abiotic stressors. Encourage residents to establish a diverse array of trees on private properties to build resiliency throughout the community.



Please direct any questions regarding this recommendation to  
 Kim Bomberger, Community Forester  
 Kansas Forest Service  
 2610 Claflin Road  
 Manhattan, Kansas 66502  
 785-532-3315  
[kbomberg@ksu.edu](mailto:kbomberg@ksu.edu)

## Resources:

Kansas Forest Service, Forest Health: [https://www.kansasforests.org/forest\\_health](https://www.kansasforests.org/forest_health)

Kansas Department of Agriculture, Plant Protection and Weed Control:  
<https://agriculture.ks.gov/divisions-programs/plant-protect-weed-control>

USDA APHIS

- Asian Longhorned Beetle:  
<https://www.aphis.usda.gov/aphis/resources/pests-diseases/hungry-pests/the-threat/asian-longhorned-beetle/asian-longhorned-beetle>
- Spotted Lanternfly:  
<https://www.aphis.usda.gov/aphis/resources/pests-diseases/hungry-pests/the-threat/spotted-lanternfly/spotted-lanternfly>

Johnson County Extension:

<https://www.johnson.k-state.edu/lawn-garden/agent-articles/diseases/sudden-oak-death.html>

National EAB website: <http://www.emeraldashborer.info>

Native North American Tree Families: <http://www.treesforme.com/families.html>



# Appendix A

The trees that follow on the next page may be suitable when the site meets the landscape and cultural requirements of the tree and will accommodate the mature size of the tree. This information is offered as a starting point to identifying additional genera and families that can be introduced to the community landscape. It is not intended to be all-inclusive. Not all are suitable for high traffic areas so care should be taken in placement. Rare and unusual species should be planted in small numbers until proven a good performer in Mission. It may be difficult to locate some of these trees so working closely with area nurseries and garden centers to obtain may be necessary.

<b>COMMON NAME</b>	<b>LATIN CLASSIFICATION</b>	<b>FAMILY</b>
<b>Ohio buckeye</b> <a href="https://plants.ces.ncsu.edu/plants/aesculus-glabra">https://plants.ces.ncsu.edu/plants/aesculus-glabra</a>	<i>Aesculus glabra</i>	<i>Sapinaceae</i>
<b>Western buckeye</b> <a href="https://aggie-horticulture.tamu.edu/ornamentals/natives/AESCULUSGLABRA.HTM">https://aggie-horticulture.tamu.edu/ornamentals/natives/AESCULUSGLABRA.HTM</a>	<i>Aesculus glabra</i> var. <i>arguta</i>	<i>Sapinaceae</i>
<b>Common horsechestnut</b> <a href="https://plants.ces.ncsu.edu/plants/aesculus-hippocastanum">https://plants.ces.ncsu.edu/plants/aesculus-hippocastanum</a>	<i>Aesculus hippocastanum</i>	<i>Sapinaceae</i>
<b>Red horsechestnut</b> <a href="https://plants.ces.ncsu.edu/plants/aesculus-x-carnea">https://plants.ces.ncsu.edu/plants/aesculus-x-carnea</a>	<i>Aesculus x carnae</i>	<i>Sapinaceae</i>
<b>Black alder</b> <a href="https://plants.ces.ncsu.edu/plants/alnus-glutinosa">https://plants.ces.ncsu.edu/plants/alnus-glutinosa</a>	<i>Alnus glutinosa</i>	<i>Betulaceae</i>
<b>Manchurian alder</b> <a href="https://plants.ces.ncsu.edu/plants/alnus-hirsuta">https://plants.ces.ncsu.edu/plants/alnus-hirsuta</a>	<i>Alnus hirsuta</i>	<i>Betulaceae</i>
<b>Saskatoon serviceberry</b> <a href="https://plants.ces.ncsu.edu/plants/amelanchier-alnifolia">https://plants.ces.ncsu.edu/plants/amelanchier-alnifolia</a>	<i>Amelanchier alnifolia</i>	<i>Rosaceae</i>
<b>Pawpaw</b> <a href="https://plants.ces.ncsu.edu/plants/asimina-triloba">https://plants.ces.ncsu.edu/plants/asimina-triloba</a>	<i>Asimina triloba</i>	<i>Annonaceae</i>
<b>Paper birch</b> <a href="https://plants.ces.ncsu.edu/plants/betula-papyrifera">https://plants.ces.ncsu.edu/plants/betula-papyrifera</a>	<i>Betula papyrifera</i>	<i>Betulaceae</i>
<b>European hornbeam</b> <a href="https://plants.ces.ncsu.edu/plants/carpinus-betulus">https://plants.ces.ncsu.edu/plants/carpinus-betulus</a>	<i>Carpinus betulus</i>	<i>Betulaceae</i>
<b>American hornbeam</b> <a href="https://plants.ces.ncsu.edu/plants/carpinus-caroliniana">https://plants.ces.ncsu.edu/plants/carpinus-caroliniana</a>	<i>Carpinus caroliniana</i>	<i>Betulaceae</i>
<b>Chinese chestnut</b> <a href="https://plants.ces.ncsu.edu/plants/castanea-mollissima">https://plants.ces.ncsu.edu/plants/castanea-mollissima</a>	<i>Castanea mollissima</i>	<i>Fagaceae</i>
<b>Katsuratree</b> <a href="https://plants.ces.ncsu.edu/plants/cercidiphyllum-japonicum">https://plants.ces.ncsu.edu/plants/cercidiphyllum-japonicum</a>	<i>Cercidiphyllum japonicum</i>	<i>Cercidiphyllaceae</i>
<b>American yellowwood</b> <a href="https://plants.ces.ncsu.edu/plants/cladrastis-kentukea">https://plants.ces.ncsu.edu/plants/cladrastis-kentukea</a>	<i>Cladrastis kentukea</i>	<i>Fabaceae</i>
<b>Turkish filbert</b> <a href="https://plants.ces.ncsu.edu/plants/corylus-columa">https://plants.ces.ncsu.edu/plants/corylus-columa</a>	<i>Corylus columa</i>	<i>Betulaceae</i>
<b>Common smoketree</b> <a href="https://plants.ces.ncsu.edu/plants/cotinus-coggygria/common-name/common-smoketree">https://plants.ces.ncsu.edu/plants/cotinus-coggygria/common-name/common-smoketree</a>	<i>Cotinus coggygria</i>	<i>Anacardiaceae</i>
<b>American smoketree</b> <a href="https://plants.ces.ncsu.edu/plants/cotinus-obovatus">https://plants.ces.ncsu.edu/plants/cotinus-obovatus</a>	<i>Cotinus obovatus</i>	<i>Anacardiaceae</i>
<b>Hardy rubber tree</b> <a href="https://plants.ces.ncsu.edu/plants/eucommia-ulmoides">https://plants.ces.ncsu.edu/plants/eucommia-ulmoides</a>	<i>Eucommia ulmoides</i>	<i>Eucommiaceae</i>
<b>Eastern wahoo</b> <a href="https://plants.ces.ncsu.edu/plants/euonymus-atropurpureus">https://plants.ces.ncsu.edu/plants/euonymus-atropurpureus</a>	<i>Euonymus atropurpureus</i>	<i>Celastraceae</i>
<b>American beech</b> <a href="https://plants.ces.ncsu.edu/plants/fagus-grandifolia">https://plants.ces.ncsu.edu/plants/fagus-grandifolia</a>	<i>Fagus grandiflora</i>	<i>Fagaceae</i>
<b>European beech</b> <a href="https://plants.ces.ncsu.edu/plants/fagus-sylvatica">https://plants.ces.ncsu.edu/plants/fagus-sylvatica</a>	<i>Fagus sylvatica</i>	<i>Fagaceae</i>
<b>Indiancherry</b> <a href="https://plants.ces.ncsu.edu/plants/frangula-caroliniana">https://plants.ces.ncsu.edu/plants/frangula-caroliniana</a>	<i>Frangula caroliniana</i>	<i>Rhamnaceae</i>
<b>Seven-son flower</b> <a href="https://plants.ces.ncsu.edu/plants/heptacodium-miconioides">https://plants.ces.ncsu.edu/plants/heptacodium-miconioides</a>	<i>Heptacodium miconioides</i>	<i>Caprifoliaceae</i>
<b>Deciduous holly</b> <a href="https://plants.ces.ncsu.edu/plants/ilex-decidua">https://plants.ces.ncsu.edu/plants/ilex-decidua</a>	<i>Ilex decidua</i>	<i>Aquifoliaceae</i>

<b>COMMON NAME</b>	<b>LATIN CLASSIFICATION</b>	<b>FAMILY</b>
<b>Amur maackia</b> <a href="https://plants.ces.ncsu.edu/plants/maackia-amurensis">https://plants.ces.ncsu.edu/plants/maackia-amurensis</a>	<i>Maackia amurensis</i>	<i>Fabaceae</i>
<b>Dawn redwood</b> <a href="https://plants.ces.ncsu.edu/plants/metasequoia-glyptostrobooides">https://plants.ces.ncsu.edu/plants/metasequoia-glyptostrobooides</a>	<i>Metasequoia glyptostrobooides</i>	<i>Cupressaceae</i>
<b>Sourwood</b> <a href="https://plants.ces.ncsu.edu/plants/oxydendrum-arboreum">https://plants.ces.ncsu.edu/plants/oxydendrum-arboreum</a>	<i>Oxydendrum arboreum</i>	<i>Ericaceae</i>
<b>Chinese pistache</b> <a href="https://plants.ces.ncsu.edu/plants/pistacia-chinensis">https://plants.ces.ncsu.edu/plants/pistacia-chinensis</a>	<i>Pistacia chinensis</i>	<i>Anacardiaceae</i>
<b>Common hoptree</b> <a href="https://plants.ces.ncsu.edu/plants/ptelea-trifoliata">https://plants.ces.ncsu.edu/plants/ptelea-trifoliata</a>	<i>Ptelea trifoliata</i>	<i>Rutaceae</i>
<b>Western soapberry</b> <a href="https://landscapeplants.oregonstate.edu/plants/sapindus-drummondii">https://landscapeplants.oregonstate.edu/plants/sapindus-drummondii</a>	<i>Sapindus drummondii</i>	<i>Sapindaceae</i>
<b>Sassafras</b> <a href="https://plants.ces.ncsu.edu/plants/sassafras-albidum">https://plants.ces.ncsu.edu/plants/sassafras-albidum</a>	<i>Sassafras albidum</i>	<i>Lauraceae</i>
<b>Korean mountainash</b> <a href="https://plants.ces.ncsu.edu/plants/sorbus-alnifolia">https://plants.ces.ncsu.edu/plants/sorbus-alnifolia</a>	<i>Sorbus alnifolia</i>	<i>Rosaceae</i>
<b>Bladdernut</b> <a href="https://plants.ces.ncsu.edu/plants/staphylea-trifolia">https://plants.ces.ncsu.edu/plants/staphylea-trifolia</a>	<i>Staphylea trifolia</i>	<i>Staphyleaceae</i>
<b>Japanese pagodatree</b> <a href="https://plants.ces.ncsu.edu/plants/styphnolobium-japonicum">https://plants.ces.ncsu.edu/plants/styphnolobium-japonicum</a>	<i>Styphnolobium japonicum</i>	<i>Papilionaceae</i>
<b>Japanese snowbell</b> <a href="https://plants.ces.ncsu.edu/plants/styrax-japonicus">https://plants.ces.ncsu.edu/plants/styrax-japonicus</a>	<i>Styrax japonicus</i>	<i>Styracaceae</i>
<b>Pond cypress</b> <a href="https://edis.ifas.ufl.edu/publication/ST619">https://edis.ifas.ufl.edu/publication/ST619</a>	<i>Taxodium ascendens</i>	<i>Cupressaceae</i>
<b>Korean evodia</b> <a href="https://plants.ces.ncsu.edu/plants/tetradium-daniellii">https://plants.ces.ncsu.edu/plants/tetradium-daniellii</a>	<i>Tetradium daniellii</i>	<i>Rutaceae</i>
<b>Sterling Silver linden</b> <a href="https://plants.ces.ncsu.edu/plants/tilia-tomentosa">https://plants.ces.ncsu.edu/plants/tilia-tomentosa</a>	<i>Tilia tomentosa</i> 'Sterling'	<i>Tiliaceae/Malvaceae</i>
<b>Southern blackhaw viburnum</b> <a href="https://plants.ces.ncsu.edu/plants/viburnum-rufidulum">https://plants.ces.ncsu.edu/plants/viburnum-rufidulum</a>	<i>Viburnum rufidulum</i>	<i>Viburnaceae</i>

#### Evergreens

<b>White fir</b> <a href="https://plants.ces.ncsu.edu/plants/abies-concolor">https://plants.ces.ncsu.edu/plants/abies-concolor</a>	<i>Abies concolor</i>	<i>Pinaceae</i>
<b>Korean fir</b> <a href="https://plants.ces.ncsu.edu/plants/abies-koreana">https://plants.ces.ncsu.edu/plants/abies-koreana</a>	<i>Abies koreana</i>	<i>Pinaceae</i>
<b>California incensecedar</b> <a href="https://plants.ces.ncsu.edu/plants/calocedrus-decurrens">https://plants.ces.ncsu.edu/plants/calocedrus-decurrens</a>	<i>Calocedrus decurrens</i>	<i>Cupressaceae</i>
<b>Cedar of Lebanon</b> <a href="https://plants.ces.ncsu.edu/plants/cedrus-libani">https://plants.ces.ncsu.edu/plants/cedrus-libani</a>	<i>Cedrus libani</i> var. <i>stenocoma</i>	<i>Pinaceae</i>
<b>American holly (broadleaf)</b> <a href="https://plants.ces.ncsu.edu/plants/ilex-opaca">https://plants.ces.ncsu.edu/plants/ilex-opaca</a>	<i>Ilex opaca</i>	<i>Aquifoliaceae</i>
<b>Serbian spruce</b> <a href="https://plants.ces.ncsu.edu/plants/picea-omorika/common-name/serbian-spruce">https://plants.ces.ncsu.edu/plants/picea-omorika/common-name/serbian-spruce</a>	<i>Picea omorika</i>	<i>Pinaceae</i>
<b>Japanese lacebark pine</b> <a href="https://plants.ces.ncsu.edu/plants/pinus-bungeana">https://plants.ces.ncsu.edu/plants/pinus-bungeana</a>	<i>Pinus bungeana</i>	<i>Pinaceae</i>
<b>Pinyon pine</b> <a href="https://plants.ces.ncsu.edu/plants/pinus-edulis">https://plants.ces.ncsu.edu/plants/pinus-edulis</a>	<i>Pinus edulis</i>	<i>Pinaceae</i>

<b>COMMON NAME</b>	<b>LATIN CLASSIFICATION</b>	<b>FAMILY</b>
<b>Bosnian pine</b> <a href="https://plants.ces.ncsu.edu/plants/pinus-heldreichii">https://plants.ces.ncsu.edu/plants/pinus-heldreichii</a>	<i>Pinus heldreichii</i>	<i>Pinaceae</i>
<b>Oriental arborvitae</b> <a href="https://plants.ces.ncsu.edu/plants/platyclusus-orientalis">https://plants.ces.ncsu.edu/plants/platyclusus-orientalis</a>	<i>Platyclusus orientalis</i>	<i>Cupressaceae</i>

<b>City of Mission</b>	Item Number:	8.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Parks + Recreation</b>	From:	Penn Almoney

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

**RE:** Super Pool Pass Agreement and Letter of Understanding

**RECOMMENDATION:** Authorize the Mayor to execute the Interlocal Agreement allowing Mission to participate in the Super Pool Pass Program for 2022 and approve the Swim Meet Letter of Understanding.

**DETAILS:** Mission has participated in the Super Pool Pass Program since 2009, with the exception of the 2020 and 2021 outdoor swim seasons because of COVID-19 closures or concerns. This program offers residents and non-residents who qualify (those purchasing a membership the previous year), the opportunity to attend participating cities pools if they purchase a membership to the pool in their home community along with a Super Pool Pass.

The Super Pool Pass program was designed to increase attendance at local outdoor aquatic facilities and to provide members access to new or different amenities at various pools for a reasonable price. Fairway, Leawood, Merriam, Mission, Prairie Village, Roeland Park and Johnson County Parks & Recreation District (JCPRD) have historically participated in the program; however, Merriam and JCPRD are not participating this year.

Super Pool Pass memberships are differentiated by affixing a unique, not-easily-produced sticker to the regular pool membership card, and are priced as follows for the 2022 season:

Resident Family Super Pool Pass (up to 5 members)	\$60
Additional Family Member	\$5
Resident Individual Super Pool Pass	\$25
Non-resident Family Super Pool Pass (up to 5 members)	\$65
Non-resident Individual Super Pool Pass	\$30

Super Pool Pass membership fees are collected by each city. Half of the revenue is kept by the host city and the other half is kept in account until the conclusion of the summer season. The shared revenues are then tabulated, minus the costs associated with producing the Super Pool Pass stickers, and the net revenue is divided among cities based upon the Super Pool Pass usage counts divided by total usage counts from every participating entity.

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

<b>City of Mission</b>	Item Number:	8.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Parks + Recreation</b>	From:	Penn Almoney

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

Total revenue generated for Mission from the Super Pool Pass program since its inception is \$68,141, with the highest revenue being generated during the 2019 season (5,990 visits to Mission from other partner entities).

There were no revenues associated with the Super Pool Pass program in the last two years due to a season closure in 2020 and COVID-19 mitigation strategies in 2021. A five year summary of the Super Pool Pass activity is included in the table below.

<b>Year</b>	<b>Passes sold (Mission)</b>	<b>Visits to Mission from partner entities</b>	<b>Mission Revenue</b>
2017	121	4329	\$ 8,360.58
2018	132	6000	\$ 9,666.79
2019	117	5990	\$15,325.43
2020	N/A		
2021	N/A		

In order to participate in the program, each city executes the Interlocal Agreement and a Swim Meet Letter of Understanding annually. The Letter of Understanding allows for pass holders of a host-city free admission to any of the other entities' pools on days when swim meets are held.

Staff recommends approval of the Interlocal Agreement and Letter of Understanding. These documents have been reviewed and approved by the City's legal counsel.

**CFAA CONSIDERATIONS/IMPACTS:** The Super Pool Pass provides an affordable recreation program that benefits users of all ages, especially families with children and reflects programming consistent with the desire to provide opportunities and respect the needs and interests of diverse populations.

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

**AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF LEAWOOD, KANSAS, THE CITY OF MISSION, KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, AND THE CITY OF ROELAND PARK, KANSAS, FOR USE OF SWIMMING POOL FACILITIES**

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), and the City of Roeland Park, Kansas (“Roeland Park”).

**RECITALS**

A. The cities of Fairway, Leawood, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”), operate the public outdoor swimming pool facilities (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2022 Swim Season, defined below, with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the Cities to enter into this agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities Agreement, and in consideration of the mutual advantage received by each party, the parties hereto enter into this Agreement upon, and subject to, the following terms and conditions:

**I. PURPOSE AND INTENT.**

The purpose of this Agreement is to establish cooperation among the by making all of the Pool Facilities available for use by the qualified patrons of all the Cities with the purchase of a special pass during the 2022 swim season, which commences approximately May 28, 2022 and ends approximately September 5, 2022 (“2022 Swim Season”).

**II. EFFECTIVE DATE AND TERM.**

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

### **III. COOPERATION USE OF POOL FACILITIES.**

As part of its program for use of its Pool Facilities during the 2022 Swim Season, each City shall establish and authorize a category of pool pass entitled “Super Pool Pass” with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, defined below, who are purchasing a family or individual season pass to that City’s Pool Facilities. As to each City, the term “Qualified Patron” means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$60 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$25 per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$65 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$30 per individual category of seasonal pool pass.

c. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

d. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

e. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2022 Swim Season.

f. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how many individuals are admitted for each use of a family Super Pool Pass; and report these counts



by email at the end of the season to the Assistant City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

g. Each City will retain one-half of the Super Pool Pass revenue, and hold the other half (the “Shared Revenue”) in suspense until the end of the season.

h. The Shared Revenue will be summed to reach a total of pooled revenue, and used initially to pay for the cost of the stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2022 Swim Season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the pooled revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

i. Qualified Patrons who are residents may only purchase Super Pool Passes from the City in which they reside.

#### **IV. POOL SAFETY STANDARDS**

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, (b) operated by a professional pool management company engaged by the city.

c. All Pool Facilities must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

## **V. LIABILITY**

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.

[Signature pages follow]

CITY OF FAIRWAY, KANSAS

By \_\_\_\_\_

Melanie Hepperly, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

CITY OF LEAWOOD, KANSAS

By \_\_\_\_\_

Peggy Dunn, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

CITY OF MISSION, KANSAS

By \_\_\_\_\_

Solana Flora, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By \_\_\_\_\_

Eric Mikkelson, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

CITY OF ROELAND PARK, KANSAS

By \_\_\_\_\_

Mike Kelly, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

**Exhibit A**

<b>CITY</b>	<b>OUTDOOR POOL FACILITIES</b>
Fairway	6136 Mission Road Fairway, KS 66205
Leawood	10601 Lee Boulevard Leawood, KS 66206
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park	4843 Rosewood Drive Roeland Park, KS 66205

## Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into this day of \_\_\_\_\_, 2022 by and between the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, and Mission**, (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

### RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

### CONDITIONS

1. This Arrangement shall only apply to the 2022 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
4. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
5. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2022 season.
6. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

**[Signatures]**

CITY OF FAIRWAY, KANSAS

By: \_\_\_\_\_  
Melanie Hepperly, Mayor

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

CITY OF LEAWOOD, KANSAS

By: \_\_\_\_\_  
Peggy Dunn, Mayor

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

CITY OF MISSION, KANSAS

By: \_\_\_\_\_  
Solana Flora, Mayor

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

CITY OF PRAIRIE VILLAGE, KANSAS

By: \_\_\_\_\_  
Eric Mikkelson, Mayor

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

CITY OF ROELAND PARK, KANSAS

By: \_\_\_\_\_  
Mike Kelly, Mayor

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

<b>City of Mission</b>	Item Number:	9.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Community Development</b>	From:	Brian Scott

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

**RE:** Amendment to Solid Waste Collection Agreement with WCA of Missouri, LLC

**RECOMMENDATION:** Authorize the Mayor to execute and amendment to the agreement with WCA of Missouri, LLC to recognize Independence Day as an observed holiday

**DETAILS:** The City entered into a contract with WCA of Missouri, LLC in October 2019 (effective January of 2020) for the collection and disposal of residential solid waste in the city of Mission.

Section 2.7 of the Agreement stipulates collection schedules and routes. Subsection (b) of Section 2.7 provides specifically a holiday collection schedule.

**Holiday Schedule** -The Contractor shall observe the Thanksgiving, Christmas and New Year's Day holidays. Materials will be collected one day later for those areas of the city with scheduled collection days on or after those holidays.

WCA recently submitted a request to the City asking that Independence Day be added to the list of holidays observed under their contract with Mission. A similar request has been submitted to other cities who have agreements with WCA, and staff has confirmed that the requests/amendments have been granted. WCA offices and operations will not be open on Independence Day.

The attached amendment would modify the agreement to include Independence Day as a holiday with no solid waste collection occurring on that day. Instead, solid waste collection that would have occurred on that day will occur the day after the holiday.

**CFAA CONSIDERATIONS/IMPACTS:** N/A

Related Statute/City Ordinance:	Chapter 235 of the Mission Municipal Code
Line Item Code/Description:	N/A
Available Budget:	N/A





January 10, 2022

Brian Scott  
Mission Deputy City Administrator  
6090 Woodson  
Mission, KS 66202

Mr. Scott:

GFL Environmental Inc. requests an amendment to the holiday collection schedule found in our residential contract with the City of Mission. Specifically, we would like to add Independence Day to the list of observed holidays, beginning in 2022. If approved, GFL would operate Mission collection routes one day late during the week of July 4.

This request is made at the behest of the crews who service Mission's neighborhoods. Those employees appreciated the City's flexibility in allowing them to observe the holiday in 2021, and they have requested a contract change to allow an annual July 4 observation. Besides allowing our employees to spend the holiday with friends and family, the requested change would also serve as an employee retention tool.

Other contract communities have agreed to make the requested change, either administratively or through governing body approval. We hope our City of Mission partners also agree to this employee request. Please contact me with any questions you might have.

Yours very truly,

Tom Coffman  
Government Contracts Manager  
GFL Environmental Inc.

**FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL SOLID WASTE  
COLLECTION SERVICES**

This First Amendment to Agreement for Residential Solid Waste Collection Services (the “Amendment”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Amendment Date”) by and between the **CITY OF MISSION, KANSAS**, a Kansas municipal corporation (the “City”), and **WCA OF MISSOURI, LLC**, an entity organizing and existing under the laws of the State of Delaware d/b/a Waste Corporation of Missouri, LLC (the “Contractor”).

WHEREAS, the parties previously entered into that certain Agreement for Residential Solid Waste Collection Services on October 16, 2019 (the “Existing Agreement”); and

WHEREAS, the Contractor wishes to amend the Existing Agreement to include the Fourth of July (“Independence Day”) as a holiday for the Initial Term and any Renewal Term; and

WHEREAS, the City is willing to add Independence Day as a holiday in the Existing Agreement if the Contractor agrees to provide sufficient notice to all Residential Dwelling Units of the change.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Modification to Subsection b) of Section 2.7, Holiday Schedule. Subsection b) of Section 2.7 of the Agreement, titled “Holiday Schedule,” by deleted in its entirety and replaced with the following:

b) **Holiday Schedule** - The Contractor shall observe the Independence Day, Thanksgiving, Christmas, and New Year’s Day holidays. Materials will be collected one day later for those areas of the city with scheduled collection days on or after those holidays.

2. No Other Changes. In all other respects, the Existing Agreement shall remain unchanged.

3. Notification to Residential Dwelling Units. Contractor shall issue a notice of the change in holiday scheduling to all Residential Dwelling Units in a manner similar to Section 3.1 of the Existing Agreement at Contractor’s own expense.

4. Definitions. Any defined terms not defined in this Amendment, including the preamble, shall have the same meaning as the defined terms do in the Existing Agreement.

**IN WITNESS WHEREOF**, this Amendment has been made and executed as of the Amendment Date.

“City”

CITY OF MISSION, KANSAS

\_\_\_\_\_  
Solana Flora, Mayor

Attest: \_\_\_\_\_  
Audrey McClanahan, City Clerk

“Contractor”

WCA OF MISSOURI, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

# AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

This AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES (“Agreement”) is made and entered into this 16 day of October, 2019 by and between WCA of Missouri, LLC, an entity organized and existing under the laws of the State of Delaware d/b/a/ Waste Corporation of Missouri, LLC, with its principal office located at 22820 S. State Route 291, Harrisonville, MO 64701 (“Contractor”) and the City of Mission, Kansas, a municipal corporation duly organized under the constitution and laws of the State of Kansas, with its principal office located at 6090 Woodson, Mission, KA 66202 (“City”).

## Preamble

WHEREAS, the City, in order to protect the public health and welfare of its residents, has deemed it necessary to collect, transport and dispose of Residential Solid Waste (as defined below) and;

WHEREAS, the City is authorized pursuant to the provisions of K.S.A 65-3410 and its home rule authority to provide for the methods of collection, transportation, and disposal of Residential Solid Waste located within its corporate boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, the City has adopted rules and regulations for the collection, transportation, and disposal of Residential Solid Waste as codified in Chapter 235 of the Municipal Code of the City of Mission; and

WHEREAS, the City desires to enter into this Agreement to provide solid waste collection, transportation and disposal services for Residential Dwelling Units (as herein defined) located along the routes and in the collection service areas as indicated on the attached Appendix B and Municipal Facilities as indicated on the attached Appendix C, and to set the rates and charges relating to such services; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the City, is willing to collect, transport and dispose (or sell) solid waste at a facility or facilities selected in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained:

## Article I

### Definitions

#### Section 1.1 Definitions

“**Bulky Items**” means household items that can be reasonably carried by one or two individuals including: couch, chair, mattress, table, and other such household items that do not fit in a solid waste poly-cart container. Bulky Items exclude: electronics waste such as computers, monitors and televisions; Hazardous Wastes; tires and automotive parts; appliances with CFCs and construction materials.

“**City**” means the City of Mission, Kansas, with its principal office located at 6090 Woodson, Mission, KA 62202.

“**City Facilities**” means those public areas owned or maintained by the City from which the Contractor is required to collect Solid Waste and Recyclable Materials pursuant to Appendix C of this Agreement.

“**Contractor**” means WCA of Missouri, LLC, an entity organized and existing under the laws of the State of Delaware d/b/a/ Waste Corporation of Missouri, LLC, with its principal office located at 22820 S. State Route 291, Harrisonville, MO 64701, and its successors and assignees.

“**Curbside**” means the area in front of a Residential Dwelling Unit that is located within ten (10) feet of the edge of the nearest adjacent roadway.

“**Effective Date**” means the first date that the provision of services will begin under the Agreement (January 1, 2020).

“**Hardship Situation**” means any occupant of a Residential Dwelling Unit so designated by the City who is by reason of age or disability physically unable to place the solid waste and/or recycling poly-carts, and/or any containers, bins, trash and/or yard-waste bags at the Curbside; and has no family member or other person living in the residence able to place such at the Curbside.

“**Hazardous Materials**” means, but may not be limited to, any materials such as: any automotive parts including tires car batteries, oils, and gasoline; any toxic materials including paints, solvents and poisons; and electronic waste including computers, computer monitors, and televisions.

“**Household Hazardous Waste**” means those small quantities of hazardous materials in the possession of an occupant of a Residential Dwelling Unit including, but not limited to, household cleaners, flammable liquids, antifreeze, aerosols, corrosives, pesticides, herbicides, poisons and latex paints. These wastes are consumer products that when discarded exhibit hazardous characteristics.

“**Houseline**” means the front exterior of a Residential Dwelling Unit at ground level and outside of enclosures or fences.

“**Initial Term**” means the first five (5) year term of this Agreement (January 1, 2020 through December 31, 2024).

“**Notice to Proceed**” means official, written notice from the City that the Agreement has been approved and that the City and Contractor may begin making preparations for the Effective Date of the Agreement.

“**Overage Sticker**” means stickers provided by the Contractor for the purpose of being placed on additional sealed, trash bags of Solid Waste or bags of Yard Waste to be collected for that weekly collection.

“**Recyclable Materials**” means those items identified in Appendix A of this Agreement as materials eligible for recycling, and any other materials which have been identified Recyclable Materials subsequent to the execution of this Agreement.

“**Renewal Term(s)**” means one of two (2) optional terms that extends the Initial Term of this Agreement for an additional five (5) year period (ten (10) additional years total, if both optional terms are enacted).

“**Residential Dwelling Unit**” means any single home, duplex, or triplex. A duplex shall be considered as



two dwelling units and a triplex shall be considered as three dwelling units.

“**Residential Solid Waste**” means Solid Waste, Recyclable Materials, Yard Waste, and Bulky Items collected on a weekly basis from Residential Dwelling Units in the city of Mission, provided, however, that Residential Solid Waste shall not include Hazardous Materials or Household Hazardous Waste.

“**Solid Waste**” means general garbage and refuse suitable for disposal in a 65-gallon poly-cart designated for such or a sealed trash bag and to be hauled away in a packer-type collection truck.

“**Yard Waste**” means all accumulations of grass clippings, leaves, loose vegetation, and small limbs and branches, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, provided, however, “Yard Waste” shall not include wood fencing, landscape timbers, flower pots, yard decoration, mulch, rock, dirt and similar items

### **Section 1.2. Rules of Construction.**

- a) **Grammatical Usage and Construction** – In construing the Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any places in which the context so requires.
- b) **Defined Terms** – All capitalized words and phrases throughout this Agreement shall have the meanings set forth in Section 1.1 and other provisions of this Agreement.
- c) **Heading** – The headings, titles, and captions in this Agreement has been inserted only for convenience and in way define, limit, extend, or describe the scope or intent of this Agreement.
- d) **Calendar Days** – Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, of federal holiday.

## Article II

### Services To Be Provided

**Section 2.1 Weekly Solid Waste Collection.** The Contractor will provide, on behalf of the City, once a week collection of Solid Waste from each Residential Dwelling Unit in the City of Mission. The amount of solid waste collected will be limited to what can be placed in one 65-gallon poly-cart provided by the Contractor with the lid completely closed. Additional solid waste material will be collected if placed in a sealed trash bag and labeled with an Overage Sticker provided by the Contractor. Electronic items and hazardous household waste will not be accepted in the weekly solid waste collection.

**Section 2.2. Weekly Recycling Collection.** The Contractor will provide, on behalf of the City, once a week collection of Recyclable Materials from each Residential Dwelling Unit in the City of Mission. Recycled Materials will be placed in a 65-gallon poly-cart provided by the Contractor with the lid completely closed. Additional Recyclable Materials will be collected if placed in a bin clearly marked recycling or has the universal recycling symbol. Collection of recycling will be unlimited. Items acceptable

for recycling will be limited to those outlined in Appendix A of this Agreement.

**Section 2.3 Weekly Collection of Yard Waste.** The Contractor will provide, on behalf of the City, once a week collection of Yard Waste from each Residential Dwelling Unit in the City of Mission,. Collection of Yard Waste will be limited to ten (10) bags (or any combination of bags, bins, and bundles placed at the Curbside each week for collection. Additional bags will be collected if labeled with an Overage Sticker.

Yard Waste will consist of grass clippings, leaves and loose vegetation, and small limbs and branches. Yard waste is to be put into biodegradable, paper bags; or a plastic bin that is no more than 32-gallons; or bundled and neatly placed at the curb for collection. Limbs and branches cannot be any larger than 18 inches in diameter, four (4) feet in length, and must be tied together in a bundle with twine. The entire bundle must be 40 pound or less in weight. Plastic bags will not be accepted. Wood fencing, landscape timbers, flower pots, yard decorations, mulch, rock, dirt and similar items will not be accepted. The Contractor will accept Christmas trees that have been cut into sections no more than four (4) feet in length and all decorations and lights removed.

Amounts beyond what is allowed during the specific period of time will require an Overage Sticker that is provided by the Contractor and obtained at city hall, the community center, or local retailers.

Yard Waste that is collected is to be composted by the Contractor, or a subcontractor, for use as mulch or other form of soil conditioner.

**Section 2.4 Monthly Collection of Bulky Items.** The Contractor will provide, on behalf of the City, once a month collection of Bulky Items from each Residential Dwelling Unit in the City of Mission. Bulky Items are defined as items that can be reasonably carried by one or two individuals. Bulk Items include: couch, chair, mattress, table, household items that do not fit in a poly-cart, etc. Bulk Items do not include electronics waste such as computers, monitors and televisions; Hazardous Wastes; tires and automotive parts; appliances with CFCs and construction materials, and such items will not be collected by the Contractor. Bulky Items will be limited to three (3) items per month.

**Section 2.5 Curbside Collection.** All collection services outlined in Section 2.1, 2.2, and 2.3 of the Agreement will be from the Curbside in front of the Residential Dwelling Unit, with the exception of Houeline collections as outlined in Section 2.6 of this Agreement. Items to be collected will be placed in either a poly-cart provided by the Contractor, a bin or cart provided by the resident, a sealed trash bag with an Overage Sticker provided by the Contractor, or in a neat, tied bundle – all in accordance with Section 2.1, 2.2, and 2.3 of Agreement. Items will be placed at the Curbside by the resident prior to 7:00 am on the day of the collection for that week. Once collected, empty poly-carts and bins will be returned to the original point of placement at the curbside.

**Section 2.6 Houeline Collection for Hardship Situations.** Hardship Situations shall be defined as medically disabled or elderly residential customers as approved by the City. A list of Hardship Situations will be provided by the City to the Contractor and updated regularly with notice to the Contractor. Contractor will collect once a week from each Hardship Situation the Solid Waste, Recyclable Materials and Yard Waste placed readily visible in front of the Residential Dwelling Unit, anywhere between the unit and the street. Poly-carts and bins will be returned to the original point of placement in front of the unit.

**Section 2.7 Collection Schedule and Routes.** The Contractor will collect Solid Waste, Recyclable Materials and Yard Waste from each Residential Dwelling Unit in the City of Mission once a week. Collection will be in such a manner where the city is broken into four distinct collection service areas with all Solid Waste, Recyclable Materials, and Yard Waste being collected from each Residential Dwelling Unit in that service area on a designated day of the week for that area in accordance with the map shown



on Appendix B of this Agreement. Collection days will be Monday, Tuesday, Thursday and Friday of each week. Collection days will be consistent from week to week. Monthly collection of Bulky Items will be on the first collection day of each month.

- a) **Collection Times** – No collection shall be made before 7 a.m. or after 7 p.m., except by express authorization by the City. No regular collections shall be made on weekends. Saturday collection may be permitted for special pickup events, holiday week collections and missed pickups from the regular pickup day.
- b) **Holiday Schedule** – The Contractor shall observe the Thanksgiving, Christmas and New Year’s Day holidays. Materials will be collected one day later for those areas of the city with scheduled collection days on or after those holidays.
- c) **Inclement Weather** – Contractor will not unilaterally suspend or delay collections because of inclement weather (extreme cold, extreme heat, dangerous road conditions, etc.) without first notifying the City. Any decision to suspend or delay collections will be promptly communicated by Contractor to residents through all appropriate communications channels.

The Contractor may propose alternative routes or collection methodologies. These will be mutually agreed upon between the Contractor and the City in a written amendment to this Agreement. Notice must be given 30 days before actual implementation of any change in routes or collection methodologies.

**Section 2.8 Provision of Poly-Carts for Solid Waste Collection and Recycling Collection.** The Contractor will provide, at their cost, one 65-gallon poly-cart for Solid Waste and one 65-gallon poly-cart for Recyclable Materials to each Residential Dwelling Unit in the City of Mission. Each poly-cart will have two wheels, handle, and lid that fits securely around the top of the cart to prevent spillage, odor, and rainwater. Each poly-cart will be made of durable resin material that is resistant to UV rays; free of cracks, punctures, or any other damage, and will not leak. Each poly-cart will be stamped with the name and phone number of the Contractor.

The poly-cart designated for recycling will have a different color lid than the one designated for solid waste so that they can be easily identified. The poly-cart for recycling will have the universal sign for recycling stamped on it, and should have a list of commonly accepted recycling items.

The Contractor will be required to make provisions for delivery of carts to each Residential Dwelling Unit in the City of Mission prior to the beginning of the Effective Date of this Agreement. The Contractor will be expected to replace poly-carts, at its expense, that are lost or become damaged.

**Section 2.9 Provision of Overage Stickers.** The Contractor will provide the City with Overage Stickers at a cost of \$1.25 per sticker. Overage Stickers will be provided in units of five (5) stickers per page. Overage Stickers will have the name of the Contractor clearly printed on them and the words “For Household Waste and Yard Waste Overage Collection Only.” The City will have the right to sell the overage stickers at its facilities or through local retailers in the community at a price above what they were purchased for from the Contractor. The Contractor may also sell the stickers directly to residents.

**Section 2.10 Collection of Solid Waste and Recycling from City Facilities.** The Contractor will collect Solid Waste and Recyclable Materials from City Facilities at the locations and in the frequency and at the costs as identified in Appendix C of this Agreement. In so doing, the Contractor will provide the necessary

bins and dumpsters.

**Section 2.11 Solid Waste Collection from City Festivals and Neighborhood Events.** The Contractor will provide two (2) 40-yard dumpsters up to four (4) times a year for City sponsored festivals and neighborhood events and up to six (6) portable toilets will be provided up to four (4) times a year for City sponsored festivals and events at no charge, or a grant to the City in an amount in lieu of for a solid waste, recycling or yard waste initiative.

## ARTICLE III SERVICE STANDARDS

**Section 3.1 Resident Communication.** Within ten (10) business days of the Notice to Proceed being issued by the City, the Contractor will prepare and deliver, at its expense, to all Residential Dwelling Units within the collection service areas a mail piece introducing the company. The document will contain:

- The name of the service provider
- Toll-Free telephone number for customer service concerns and requests
- Web page address and email
- Collection days and hours
- Holidays observed by the service provider and alternative collection days

The document will also provide regulations concerning the preparation of Solid Waste, Recyclable Materials, Yard Waste, and Bulky Items for collection. This communication shall be updated and distributed, at the Contractor's expense, on an annual basis during the term(s) of this agreement.

The City will provide a list of addresses in the City that the Contractor can utilize for the distribution.

**Section 3.2 City Designated Website.** The Contractor shall maintain, at its expense, a website designated specifically for the City of Mission. This website will contain the following information:

- Services offered to the City through this Agreement
- Service areas and collection days
- Hours of collections
- Holidays observed by the Contractor and corresponding schedule
- Notice of changes to collection services due to inclement weather or another unforeseen event
- Methods for contacting the Contractor directly with questions or concerns (methods should include, at a minimum, toll-free number and an email address)
- Regulations concerning the preparation of Solid Waste, Recyclable Materials, Yard Waste, and Bulky Items for collection

**Section 3.3 Customer Service Center.** The Contractor must maintain a toll-free telephone line for receiving service concerns or requests. The telephone line will be staffed by trained personnel between 8 a.m. and 5 p.m., Central Standard Time, Monday through Friday, except for holidays. Calls will be answered promptly. Those answering the telephone line will need to be familiar with the City's Agreement for Residential Solid Waste Collection and be able to answer questions and address concerns specific to the Agreement. In cases where there is an exceptionally high call load, calls may roll to a voice mail box, but must be returned within an hour after receipt.



The telephone line will have a voice mail box or answering service available during nonbusiness hours that residents may leave a message. Calls made during non-business hours will be returned within the first hour of the next business day.

Emails received should be answered within an hour after receipt. Emails received afterhours should be answered within the first hour of the next business day.

**Section 3.4 Collection Service Standards.** Service concerns or requests received by the Contractor before noon, Central Time, of the collection day must be addressed before close of business that same day. Service concerns or requests received by the Contractor after noon, Central Time, of the collection day must be addressed before close of business the following business day.

Service concerns will include a missed collection on the designated collection day, failure to return the containers to the Curbside in good order, spillage, or similar type of incident.

Concerns regarding spillage should be addressed within an hour of the concern being received.

**Section 3.5 Field Representative Provided.** The Contractor will provide the City, in writing, the name and contact information for a field representative of the Contractor that is familiar with city and the Agreement and has the authority and ability to address concerns in a timely manner.

**Section 3.6 Monthly Service Reports.** The Contractor will provide a monthly report to the City of any reported service concerns or requests. Such reports will include request for Houeline collection, missed pick-ups, spillages, and damage to private property. Such reports should also include amount of Solid Waste collected, Recyclable Materials collected, and Yard Waste collected.

**Section 3.7 Equipment Utilized.** The Contractor will be obligated to provide the number and type of trucks necessary to effectively perform the services outline in this Agreement. Trucks will be identified with the name of the Contractor. Trucks utilized in the performance of this Agreement should not be more than five (5) years in age and should be kept safe, clean, and in sanitary condition with no leakage.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the city will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All equipment will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

The Contractor has expressed intentions to implement a fleet of vehicles that operate with compressed natural gas (CNG) in the next two to three years. In doing this, the Contractor has committed to the City that CNG trucks will be utilized for collection services in the city when the Contractor starts using such vehicles.



## ARTICLE IV

### TERMS OF AGREEMENT AND COMPENSATION FOR SERVICE

**Section 4.1. Effective Date.** This Agreement will be effective as of January 1, 2020 (the “Effective Date”) and coincidental with the City Administrator’s signature and attestation by the City Clerk and shall remain in effect for a period of five (5) years (“Initial Term”) in accordance with the terms of this Agreement.

**Section 4.2. Renewal Terms.** After the Initial Term, the City may approve up to two additional five (5) year extension(s) (“Renewal Terms”), with and subject to the consent of Contractor, for a potential total term of fifteen (15) years. To exercise the options to renew for the Renewal Terms, the City must give notice to the Contractor of its intent to renew the agreement no later than 120 days before the end of the current term. Contractor will be deemed to have consented to the Renewal Term unless notice is sent to the City denying the renewal no later than 90 days before the end of the term. The work as specified under this Agreement would begin the Effective Date, and continue, at a minimum, through December 31, 2024, unless cancelled by the City according to the provisions in **Article VIII** of this Agreement.

**Section 4.3. Payment for Service Performed.** The City agrees to pay the Contractor for the services outlined in the Agreement in the following manner:

- (a) The City will provide a list of addresses where residential solid waste collection services are to be performed. The Contractor will bill the City monthly based on the service list as provided by the City.
- (b) The Contractor shall invoice the City monthly for services performed as provided for in **Article II** of this Agreement, and the City shall pay the Contractor within 30 days of receipt of said invoice.
- (c) The Contractor agrees to perform all services outlined in Sections 2.1 through 2.4 of this Agreement for the first year of the Initial Term at the price of \$15.75 per active, Residential Dwelling Unit per month (\$189 annually). The Contractor may increase the price in accordance with **Section 4.1(e)**.
- (d) The Contractor agrees to perform all services outlined in Sections 2.10 and 2.11 of this Agreement in accordance with the prices provided for in Appendix C of this Agreement.
- (e) After the first year of the Initial Term and each year thereafter, the Contractor may increase the price for the services performed by Contractor for the next year by an amount equal to the “Consumer Price Index, All Urban Consumers, U.S. City Averages” for Garbage and Trash Collection 12-month average as provided by the U.S. Bureau of Labor Statistics. The City shall be notified by May 1st each year of any increases that may occur for the following year pursuant to the Consumer Price Index. If not notified of any proposed change in price, along with the calculations produced by the Consumer Price Index, by said date the price will remain unchanged for the next year. In no case shall an annual increase ever be greater than 3% without the mutual agreement, in writing, of both parties.

## ARTICLE V

### RESPONIBILITIES AND DUTIES

**Section 5.1. City’s responsibility to provide information.** The City shall provide all information under its control with reasonable promptness and designate the City Administrator, or his or her designee (in

writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

**Section 5.2. Contractor's responsibility.** The Contractor's inability to perform its responsibilities and obligations under this Agreement is excused during the pendency of any strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of, or delay in performance of this Agreement. The City and the Contractor shall agree upon any delay or cancellation of performance and execute a memorandum in writing documenting the excuse of performance or delay in performance of this Agreement. In the event Contractor is unable to perform, the Contractor shall notify the City accordingly and shall cooperate with the City to establish alternative collection and disposal efforts, including but not limited to subcontractors or temporary assignment of this Agreement.

**Section 5.3. Contractor's duty to provide necessary materials and equipment.** Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the Agreement as specified in the Agreement Documents.

**Section 5.4. Contractor supervision.** Contractor will supervise and direct the work performed and shall be responsible for its employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written approval of the City, which may be granted at the sole discretion of the City.

**Section 5.5. Contractor's duty to obtain licenses and permits.** Contractor agrees to obtain and maintain, during the term(s) of this Agreement, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this Agreement. Contractor shall bear the cost of any permits which it is obligated to secure. Included in these permits will be the "Occupational License and/or Business License" required of all contractors doing business within the City limits. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required by applicable law.

**Section 5.6. Contractor's duty to comply with laws and regulations.** Contractor agrees to comply with all applicable Department of Transportation, federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

**Section 5.7. Drug/Crime Free Workplace.**

Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City property are prohibited:

- a) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- b) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
- c) Any crimes committed while on City property.



Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of Agreement and may result in default action being taken by the City in addition to any criminal penalties that may result from such conduct.

**Section 5.8. General compliance with all laws and regulations.** Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

**Section 5.9. Agreement assignable and transferable subject to approval of the City.** Contractor may assign or transfer its rights under the Agreement subject to (1) the Contractor providing ninety (90) day written notice of the same to the City and (2) the City's approval, in writing, of the assignment or transfer, which may be granted at the sole discretion of the City.

**Section 5.10. Maintenance of Performance Bond.** The Contractor will be required to maintain a Performance Bond for the life of the Agreement. The Performance Bond will be from a recognized surety company and will be in an amount equal to the compensation that the Contractor will receive for the first year of services under the Initial Term of the Agreement (\$571,000). In the event that the Performance Bond is accessed by the City or is otherwise diminished, the Contractor will have thirty (30) days to restore the Performance Bond to the original amount.

The Performance Bond may be accessed if the Contractor is unable to perform the work under the Agreement and reasonable resolution is not reached.

## ARTICLE VI

### DAMAGES, DELAYS, AND DEFECTS

**Section 6.1. Limitation on monetary damage to the City.** If the whole or any part of this Agreement is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this Agreement, the City's monetary damages will be limited to the cost of the steps taken to complete whatever contracted work in a workmanlike manner. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the Agreement, including extras, with the utmost diligence, subject to delayed or excused performance in accordance with Section 5.2 of this Agreement, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner. This may include acting upon the Performance Bond as provided for in Section 5.10 of this Agreement.

**Section 6.2. Contractor and sureties liable.** Contractor and/or its sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

**Section 6.3. Storage and removal of materials and equipment.** Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the City.

**Section 6.4. Contractor's repair of damage.** Contractor will promptly (and within 7 days of receiving notice thereof) repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired (within 7 days of receiving notice thereof), the City will authorize the

hiring of another Contractor or vendor with the necessary and applicable qualifications, to do the repairs. The original Contractor agrees to promptly pay for the services of any such contractor or vendor hired to do such repairs within 10 days of completion of the repairs. Notwithstanding the foregoing provisions of this Section 6.4 or any other term or provision of this Agreement, the City represents to Contractor that the streets, roadways, alleys, parking lots, driveways, paved areas and any other surface that Contractor will use to perform the work are sufficient to withstand the fully-loaded tear weights of Contractor's service vehicles. Accordingly, Contractor shall be relieved of and is hereby released from any claims that the City may have or make for any damage to streets, roadways, alleys, parking lots, driveways, paved areas and any other surface area resulting from Contractor's due performance of the work services under this Agreement; provided, however, Contractor shall not be released and shall remain liable for damages to streets, roadways, alleys, parking lots, driveways, paved areas and any other surface caused by Contractor's negligent acts or omissions or for accidents for which Contractor is determined to be at fault.

**Section 6.5. Contractor's duty to report.** Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this Agreement, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

## ARTICLE VII

### INSURANCE AND INDEMINIFICATION

**Section 7.1 Indemnity and Required Insurance.** The Contractor shall indemnify and hold harmless the City, its officers and employees from any and all liability, loss or damage, including attorney fees and costs of defenses, the City may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of the operations of the respondent under this Agreement; and, at his own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in any such action, the respondent shall, at his own expense, satisfy and discharge same.

Furthermore, the Contractor shall maintain insurance coverage in the following amounts:

<u>Type of Insurance</u>	<u>Limit/Ea. Occurrence</u>	<u>Limit/Aggregate</u>
General Liability		
• Bodily Injury	\$1,000,000	\$2,000,000
• Property Damage	\$1,000,000	\$2,000,000
• Contractual Insurance	\$1,000,000	\$2,000,000
Professional Liability		
Automobile Liability		
• Bodily Injury	\$1,000,000	\$1,000,000
• Property Damage	\$1,000,000	\$1,000,000



## Worker's Compensation

- Employee Claims Statutory for Kansas
- Employer's Liability \$1,000,000 per accident  
\$1,000,000 disease – policy limit  
\$1,000,000 disease – each employee

Workers' Compensation policies should include a "Waiver of Subrogation" in favor of the City of Mission.

All insurance carriers should carry a minimum rating of A- X (rated by A.M. Best).

Vehicles, equipment and property used by the service provider shall be the property of the service provider and insured as such. The City of Mission will not be responsible for any damage that may occur to such items.

**Section 7.2 Hold Harmless Claims.** The Contractor shall, during the term of the agreement including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

## ARTICLE VIII

### CANCELLATION AND/OR TERMINATION OF AGREEMENT

**Section 8.1. Termination with cause.** If Contractor fails to perform his duties as specified in this Agreement, the City through its appointed representative, shall notify the Contractor to correct any default(s) under the terms of this Agreement. Such notification shall be made in writing, and delivered via certified mail, facsimile or e-mail. If the Contractor fails to correct any default(s) within thirty (30) days of notification of such default(s), the City shall have the right to immediately cancel and/or terminate this agreement by giving the Contractor ninety (90) days written notice, and delivered via certified mail, facsimile or e-mail. If the Contractor fails to correct any default(s) after notification of such default(s) and the default(s) are of such that they endanger the health, safety and/or welfare of the residents of Mission, City may terminate this Agreement immediately without notice and retain the services of an alternative contractor to perform the solid waste disposal services contemplated under this Agreement for up to ninety (90) days, for which Contractor may be held liable for such costs. In the event this Agreement is terminated with cause, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications and/or apply any pending credits to the final invoice.

**Section 8.2. Termination without cause.** The City may cancel or terminate this Agreement at any time during any Renewal Term without cause by providing ninety (90) days written notice, by certified mail, facsimile or e-mail to the Contractor. In the event that this Agreement is terminated without cause, the City shall pay for all work completed through the effective date of cancellation.



**Section 8.3. Cancellation notice not relieve Contractor.** Any cancellation notice shall not relieve the Contractor of the obligation to delivery and/or perform on all outstanding requirements of this Agreement and orders issued prior to the effective date of cancellation.

**Section 8.4. Waiver.** Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by the Contractor of the term, covenant or condition, the City shall be entitled to invoke any remedy available to it under the Agreement or by law despite any such forbearance or indulgence.

**Section 8.5. Payment not proof of satisfaction.** No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

**Section 8.6. Use of performance bond.** If the Contractor fails to comply with or perform a material term of this Agreement and has not corrected said non-compliance or failure to perform within any applicable timelines, the City may call upon and draw from the Contractor's performance bond required by this Agreement.

## ARTICLE IX

### DEFAULT AND REMEDIES

**Section 9.1. Dispute resolution.** In case of a dispute arising under this Agreement, the Contractor and the City may each agree to appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Kansas, to arbitrate the issue. Resolution of the issue will be binding upon both parties. The arbitrator may allocate damages, costs, and reasonable attorneys' fees between the parties.

- (a) If Contractor shall be in material default or breach of any material provision of this agreement, City may terminate this agreement pursuant to **Article VIII**, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor ninety (90) days written notice and opportunity to cure such default or breach. Nothing in this provision shall prevent the City from terminating the agreement without cause under Section 8.2.
- (b) If City shall be in material default or breach of any material provision of this Agreement, Contractor may terminate this Agreement or suspend Contractor's performance after giving City ninety (90) days written notice and opportunity to cure such default or breach.

## ARTICLE X

### MISCELLANEOUS

**Section 10.1 Severability.** In the event that any provision of this Agreement shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.



**Section 10.2 Applicable Laws.** This Agreement and the rights of the City and the Contractor under this Agreement shall be interpreted to the internal laws, but not the conflict of laws, rules, of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

**Section 10.3 Personal Non-Liability of Officials, Employees and Agents of the City.** No recourse shall be had for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official, officers, employees or agents as such is hereby expressly waived and released as a condition of an consideration for the execution of this Agreement.

**Section 10.4 Kansas Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. Any automatic renewal of the terms of this Agreement shall create no legal obligation on the part of the City. The City is 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 City's current budget year, or (b) funds made available from any lawfully operated revenue producing source.

**Section 10.5. Notice.** Except as may be otherwise specifically required herein, all notices to be given according to this agreement shall be in writing and may be given, served or made by delivery in person to the addressee, and email, or by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by hand-delivery provided by a bonded and insured courier operating in the Kansas City Metropolitan Area. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this agreement from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to City:                   City of Mission,  
                                  Attn: City Administrator  
                                  6090 Woodson  
                                  Mission, KS 66202

If to Contractor:       WCA of Missouri, LLC  
                                  Attn: District Manager  
                                  22820 S. State Route 291  
                                  Harrisonville, MO 64701

**Section 10.6 Incorporation of Appendices.** The Appendices attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

**Section 10.7 Entire Agreement.** This Agreement sets forth the entire agreement of the City and the Contractor with respect to the provision of the services and compensation therefor, and there are no other understandings or agreements, oral or written, between the City and the Contractor with respect to services or compensation therefor, nor was the making and execution of this Agreement induced by any



representation, statement, warranty, agreement or action other than those expressed or explicitly referenced herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

CITY OF MISSION, KANSAS:

  
\_\_\_\_\_  
Ronald E. Appelt, Mayor


ATTEST:

  
\_\_\_\_\_  
Martha Sumrall, City Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
David Martin, City Attorney

CONTRACTOR:

WCA of Missouri, LLC  
By:   
Name: Carey Calabrese  
Title: District Manager



**APPENDIX A**  
**ACCEPTABLE RECYCABLE MATERIALS**

The following shall be deemed materials acceptable for recyclable collection under this Agreement.

**Containers:**

- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

**Plastics:**

- PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- #7 plastic resin grocery – narrow neck containers only

**Paper:**

- Newspaper, including inserts (remove plastic sleeve)
- Magazines, catalogues and telephone books
- Kraft (brown paper) bags
- Office, computer, notebook and gift wrap paper
- Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (soda and beer can carrying cases)
- Junk mail and envelopes
- Paperback books (does not include hard cover books)
- Cardboard (no waxed cardboard)
- Telephone Books

Other materials which are not identified in this Appendix, but deemed to be eligible for recycling subsequent to the execution of this Agreement, will also be included in this Appendix as if expressed in such initially.

The Contractor will be required to report to the City on a quarterly basis the amount, either by weight or volume, of recyclables collected.

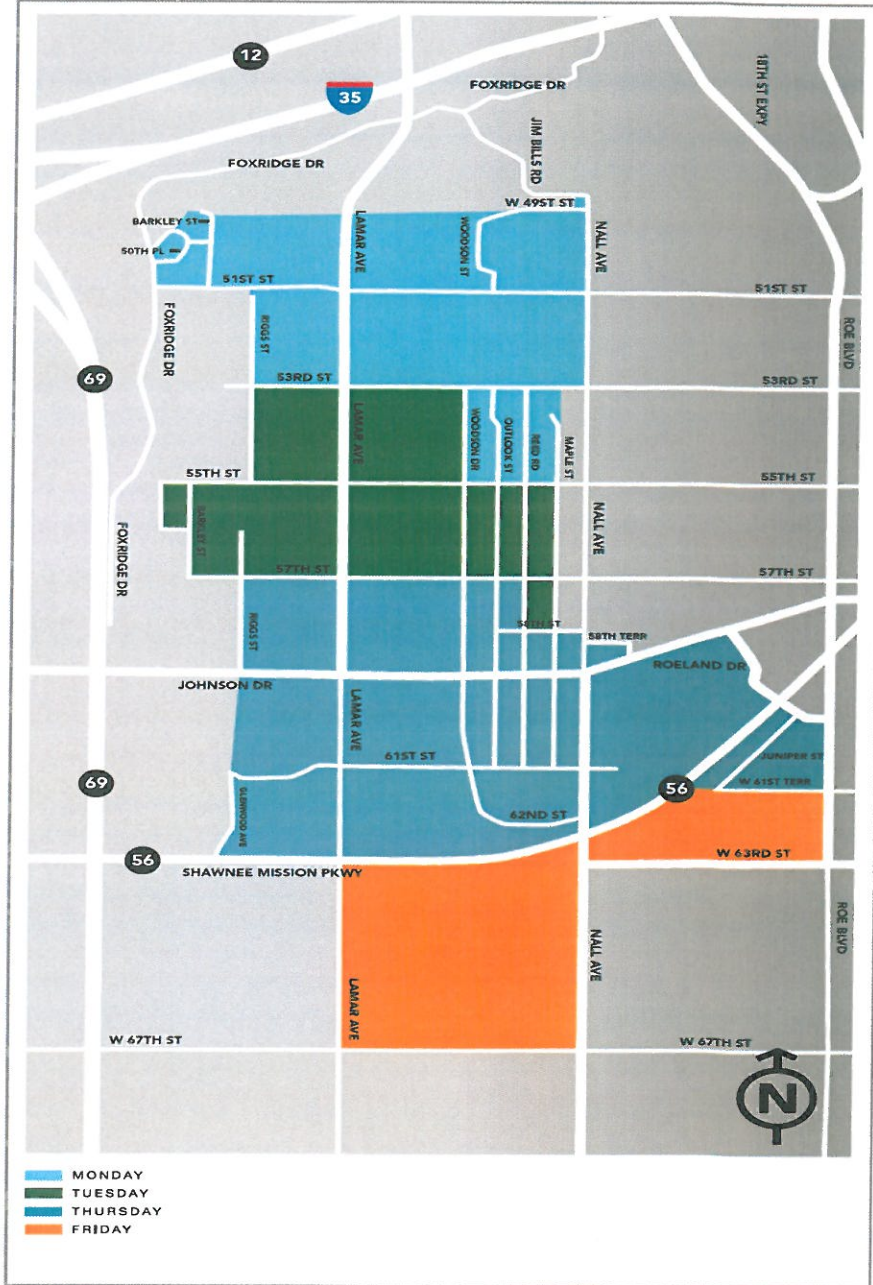


# APPENDIX B

## MAP OF SERVICE AREAS

### Mission Residential Trash and Recycling Schedule

Beginning Week of January 1  
Trash and recycling pickup will occur on the same day.





**APPENDIX C**  
**COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS FROM**  
**CITY FACILITIES**

The Contractor will provide solid waste and recycling collection from the City's four municipal facilities at the following rates:

City Hall/Police Department – 6090 Woodson Road

2-Yard Dumpster – Qty. of Two (2) – collected three (3) times a week at **\$190 per month**

Mission Family Aquatic Center (pool) – 6090 Woodson Road

8-Yard Dumpster – Qty. of One (1) – collected one (1) time a week at **\$80 per month (April-September)**

This facility is operational from April through September. No collection services are needed during non-operational months.

Sylvester Powell, Jr. Community Center – 6200 Martway Street

2 Yard Dumpster – Qty. of Four (4) – collected three (3) times a week at **\$300 per month**

8-Yard Dumpster (Recycling) – Qty. of Two (2) – collected one (1) a week at **\$150 per month**

Public Works Maintenance Facility – 4775 Lamar Avenue

8-Yard Dumpster (Recycling) – Qty. Of One (1) – collected one (1) time a week at **\$80 per month**

40-Yard Dumpster – Qty. of Two (2) – collected upon request at **\$295 per haul**





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200654-022011

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deena Bridges; Vanessa Dominguez; Melissa L. Fortier; Michael J. Herrod; Terri L. Morrison; Lupe Tyler; Lisa A. Ward; Donna L. Williams; Misty Wright

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of August, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, title, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-811-832-8240 between 9:00 am and 4:30 pm EST on any business day





Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (610) 832-8240

### BID BOND

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we

WASTE CORPORATION OF MISSOURI, LLC  
19212 E. 231st St., Harrisonville, MO 64701

, as principal (the "Principal"),  
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the  
"Surety"), are held and firmly bound unto

CITY OF MISSION  
6090 Woodson Mission, Mission, KS 66202

the penal sum of

, as obligee (the "Obligee"), in

Five percent of amount bid. Dollars (\$ 5% of Amount Bid ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

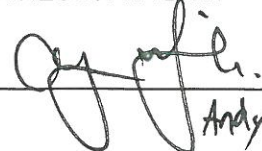
IFB-- Residential Solid Waste Collection Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no  
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the  
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or contract documents, or in the event of the failure of the Principal to enter into such contract and give such  
bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum  
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the work covered by said bid, then this obligation shall be null and void;  
otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must  
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,  
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one  
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum  
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 7th day of August, 2019.

WITNESS / ATTEST:

  
\_\_\_\_\_  
Andy Malpiedi, Fin Reporting Mgr

WASTE CORPORATION OF MISSOURI, LLC  
(Principal)

By:  (Seal)  
Name: Michael A. Roy  
Title: Vice President, General Counsel; Secretary

LIBERTY MUTUAL INSURANCE COMPANY  
(Surety)

By:  (Seal)  
Misty Wright Attorney-In-Fact



<b>City of Mission</b>	Item Number:	10.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Administration</b>	From:	Emily Randel

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

**RE:** Market Site Improvements

**RECOMMENDATION:** Approve a project proposal from MMC Contractors to run a new water line and install a concrete pad and bottle filler water fountain at the Mission Market site in an amount not to exceed \$23,212.

**DETAILS:** The City Council approved \$30,000 for site improvements at the Mission Market site in the 2022 budget. Anticipated improvements included:

- Plans to install electrical service to the front of the market site
- Installation of a water fountain/water bottle filler/dog fountain and spigot

Information on the various project components is included below.

Power Upgrades (Total cost \$4,159.33)

The City's on-call lighting contractor, Black & McDonald installed GFI receptacles with waterproof receptacle boxes with lock capabilities on nine existing streetlights at the front of the Market site. This expands the existing electrical service on the site and will allow vendors set up on the street to have easier access to power. The cost of this work was \$4,159.33.

Extension of Water Service to the Site (Total cost \$23,212)

Staff received three responses in a request for bids for site work to bring water service to the site. The recommendation is to proceed with the bid from MMC Contractors in an amount not to exceed \$23,212. The three bid amounts are listed below.

<b>Contractor</b>	<b>Bid Amount</b>
MMC Contractors	\$23,212.00
G-B Construction	\$25,245.00
Quality Plumbing, INC.	\$50,459.33

Bottle filler/Drinking Fountain/Pet Station (Total cost \$9,118.89)

Staff ordered an Elkay brand bottle filler with a drinking fountain and pet station from Global Industrial. The fountain is freeze resistant with corrosion-resistant base material with a powder-coated exterior for \$9,118.89. The manufacturer has the fountain available for more than \$14,825. Global Industrial provided a better price and currently

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	19-30-201-03/Mission Convention Visitors Bureau Fund
Available Budget:	\$30,000



<b>City of Mission</b>	Item Number:	10.
<b>ACTION ITEM SUMMARY</b>	Date:	March 2, 2022
<b>Administration</b>	From:	Emily Randel

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

the fountain is available to ship on April 11, 2022 in time for installation prior the market season opening in June.

The total cost of the improvements is \$36,490.22 and exceeds the supplemental budget item of \$30,000. Staff expects to be able to cover the gap in expenses with a combination of funds from the Mission Market line item and sponsorship revenue.

**CFAA CONSIDERATIONS/IMPACTS:** The Mission Market provides a community gathering space and access to fresh and local products as well as the opportunity for socialization and building community. These improvements provide greater comfort and safety for all patrons at the market site and for those using the Rock Creek trail throughout the year.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	19-30-201-03/Mission Convention Visitors Bureau Fund
Available Budget:	\$30,000





13800 Wyandotte St.  
Kansas City MO 64145

P: 816.333.8484  
F: 816.333.8485

# City of Mission

## *Proposed Project Agreement*

**Date:**  
2/15/2022

**Proposal Number:**  
P01941

**Prepared for:**  
City of Mission  
4775 Lamar  
Mission , KS 66202

**Prepared by:**  
Kip Knoche

816-941-5423

kknoche@mmccontractors.com





## PROJECT PROPOSAL

### Company

MMC Contractors National, Inc.  
13800 Wyandotte  
Kansas City, Missouri 64089  
Ph: 816-941-5423 Fax:

Proposal Date: 2/15/2022  
Proposal Number: P01941

### Bill To Identity

City of Mission  
4775 Lamar  
Mission, KS 66202  
Craig Donner

### Agreement Location

City of Mission  
4775 Lamar  
Mission, KS 66202  
Craig Donner

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

# Mission farmers market outdoor fountain

**Scope of Work:** Install owner provided bottle filler dog bowl fountain on concrete pad in green space of farmers market. Excavate to city main and run new water line to fountain with meter and valve. Install yard hydrant.

### Inclusions:

- Normal working hours
- Remove and replace 10x10' section of concrete
- Pour a new 10x10' pad
- Installation per manufacturers instructions to prevent freezing and maintenance
- Testing
- One (1) Yard hydrant
- Tax exempt
- Permit
- Excavation and haul off

### Exclusions:

- Discrepancies in existing plumbing system
- Overtime
- Cutting, patching or painting of walls ceilings or roofs
- Electrical
- Heat trace
- Floor scanning
- Abatement
- Rock excavation
- Special backfill





**OUR PRICE FOR THIS PLUMBING PROPOSAL IS**

.....\$23,212.00

**Our price is guaranteed for (30) days from the date of this proposal. Due to volatility in material market, material pricing is valid for only 30 days or less.**

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

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

**NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, [Contractor/Subcontractor] will use its best efforts to staff and supply this project to be able to hit the scheduled completion date but reserves its right to seek an excusable extension of time if [Contractor/Subcontractor] or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed [Contract/Subcontract], we intend to seek additional costs associated with the suspension.**

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the “Agreement”), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Contractor**

\_\_\_\_\_  
Signature (Authorized Representative)  
Kip Knoche  
\_\_\_\_\_  
Name (Print/ Type)  
816-941-5423  
\_\_\_\_\_  
Phone  
2/15/2022  
\_\_\_\_\_  
Date

**Customer**

\_\_\_\_\_  
Signature (Authorized Representative)  
\_\_\_\_\_  
Name (Print/ Type)  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date PO#



## ***Project Agreement Terms and Conditions***

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

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



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

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

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

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

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

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

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

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