



COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, OCTOBER 12, 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. MFAC/MSC Wrap-up Presentation – Penn Almoney, Jenna Dickman, Jenny Smith ([page 4](#))

Staff will present the 2022 end of season review and evaluation for the Mission Family Aquatic Center and Mission Summer Camp.

2. Mission Vale Rezoning (W. 58th Terrace and Nall Ave.) – Koenig Building + Restoration, Applicant – PC Case #22-20 ([page 5](#))

At their September 26 meeting, the Planning Commission held a public hearing on PC Case #22-20, an application for a rezoning of five (5) parcels of property at the southeast corner of W. 58th Terrace and Nall Avenue from “PBP” and “MS-2” to “DND.” At the conclusion of the public hearing, and after due consideration, the Planning Commission voted 9-0 to recommend approval to the City Council.

3. Mission Vale Preliminary Development Plan (W. 58th Terrace and Nall Ave.) – Koenig Building + Restoration, Applicant – PC Case #22-21 ([page 17](#))

At their September 26 meeting, the Planning Commission held a public hearing on PC Case #22-21, an application for a preliminary development plan for construction of a 19-unit townhome development at the southeast corner of W. 58th Terrace and Nall Avenue. At the conclusion of the public hearing, and after due consideration, the Planning Commission voted 9-0 to recommend approval to the City Council.

4. 5819 Nall Townhomes Preliminary Plat (W. 58th Terrace and Nall Ave.) – Koenig Building + Restoration, Applicant – PC Case #22-25 ([page 94](#))

At their September 26 meeting, the Planning Commission held a public hearing on PC Case #22-25, an application for a preliminary plat for five parcels of property at the southeast corner of W. 58th Terrace and Nall Avenue to be known as 5819 Nall Townhomes. At the conclusion of the public hearing, and after due consideration, the Planning Commission voted 9-0 to recommend approval to the City Council.

5. SMSD Horizons High School Preliminary and Final Plat (5900 Lamar) – USD #512, Applicant – PC Case #22-26 ([page 102](#))

At their September 26 meeting, the Planning Commission held a public hearing on PC Case #22-26, an application for a preliminary and final plat for 5900 Lamar Ave to be known as SMSD Horizons. At the conclusion of the public hearing, and after due consideration, the Planning Commission voted 9-0 to recommend approval to the City Council.

6. Mission Preserve Final Plat (51st Street and Riggs Ave.) – Stride Devco, Applicant – PC Case #22-24 ([page 111](#))

At their September 26 meeting, the Planning Commission held a public hearing on PC Case #22-26, an application for a final plat for property at 51st Street and Riggs Avenue to be known as Mission Preserve. The Planning Commission voted 8-1 to recommend approval to the City Council.

ACTION ITEMS

7. Acceptance of the September 7, 2022 Community Development Committee Minutes – Robyn Fulks ([page 118](#))

Draft minutes of the September 7, 2022 Community Development Committee meeting are included for review and acceptance.

8. Amendment of Joint Use Agreement for Waterworks Park – Penn Almoney ([page 129](#))

The Waterworks Park Joint Use Agreement (JUA) was originally signed by the City of Mission and WaterOne on November 15, 1982. The agreement allows Mission to use property owned by WaterOne for “public parks and recreational use purposes.” WaterOne staff participated on the Waterworks Park conceptual design committee and has been in ongoing discussions to clarify use and expectations regarding the proposed improvement to Waterworks Park. The joint use agreement has been reviewed by legal staff for both WaterOne and Payne & Jones and is recommended for approval.

9. Pavement Condition Update Contract – Celia Duran ([page 148](#))

In 2017, a street asset inventory and condition update was performed for the City of Mission. In 2020, this data, as well as available geotechnical data and work history records, were used to develop an on-going street preservation program with a prioritized list of roads and estimated costs. It is recommended that pavement condition index (PCI) data be updated every 5 years; therefore, Staff recommends approving a contract with GEI Consultants, Inc. to for a city-wide pavement condition inventory in an amount not to exceed \$20,000.

10. Maintenance Agreement Rushton Elementary – Brian Scott ([page 163](#))

The preliminary development plan for Rushton Elementary was recently approved by the City Council. One of the conditions for approval was the establishment of a maintenance agreement between the City and the Unified School District #512 to ensure that on-street parking along 52nd Street, sidewalk, and landscaping, that are in the City's right-of-way are maintained by the school district.

11. Maintenance Agreement 58/Nall - Brian Scott ([page 170](#))

The preliminary development plan for 58/Nall, a 77-unit multi-family development at the southwest corner of W. 58th Street and Nall Avenue, was recently approved by the City Council. One of the conditions for approval was the establishment of a maintenance agreement between the City and the Developer to ensure that eight on-street parking spaces along Nall Avenue, sidewalk, and landscaping that are in the City's right-of-way are maintained by the Developer or any future property owner.

DISCUSSION ITEMS

OTHER

12. Department Updates - Laura Smith

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

City of Mission	Item Number:	1.
INFORMATIONAL ITEM	Date:	October 12, 2022
Parks + Recreation	From:	Penn Almoney

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

RE: Mission Family Aquatic Center + Summer Camp – 2022 Season Review

DETAILS: Following the close of the 2022 summer season, staff has been reviewing the performance and attendance of the summer camp and outdoor pool compared to prior years. This analysis was conducted by collecting feedback from attendees and staff.

Staff will review feedback from the 2022 season, specifically:

- Attendance and staffing levels
- Revenues and expenditures
- Program trends and COVID impacts

Staff will share brief presentations at the committee meeting.

CFAA CONSIDERATIONS/IMPACTS: The summer camp provides an accessible option for youth, both resident and non-resident, to engage in activities that enrich children and improve self-esteem as well as promote community interactions.

The MFAC is accessible to adults and youth of all ages and abilities. It provides a safe platform for aquatic activities encouraging physical activity and social engagement.

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



Mission Family Aquatic Center

2022

Changes in 2022

No limited capacity

No reservations needed

Super Pool Pass

Special Events & Fitness Programs
added

Rentals expanded



Revenues	2021	2022	Difference (%)
Memberships	\$39,317	\$52,128.75	32%
Daily Passes	\$74,268.50	\$57,147.60	23%
Concessions	\$21,504.61	\$25,203.26	17%
Programs	\$2,160	\$1,781	17%
Rentals	\$4,225	\$9,628	128%
Super Pool Pass	\$6,460 2019	\$9,289	41%
Totals	\$141,475.11	\$155,177.61	9%



Revenue Summary

Expense Summary

Expenses	2021	2022
Personnel	\$125,533.32	\$155,060.80
Contractuals	\$75,393.92	\$84,374.09
Chemicals, supplies, water/sewer, etc.	\$42,371.88	\$65,370.24
Totals	\$243,299.12	\$304,805.13
Cost Recovery	60%	51%



MFAC Memberships

Membership Visits	2021	2022
Resident	5,119	5,679
Non-Resident	4,249	4,335
Totals	9,368	10,014



Highlights

New Pool Vacuum & Lap Lanes

UV Repairs for Lap, Leisure & Splash pad

Splash pad on a push timer system

Hosted Mission Marlins practices/dual meets

Rain out days: 1

Staff had several assisted saves

Low staffing levels
Staff stepped up!

16 seasonal lifeguards transitioning
to PT



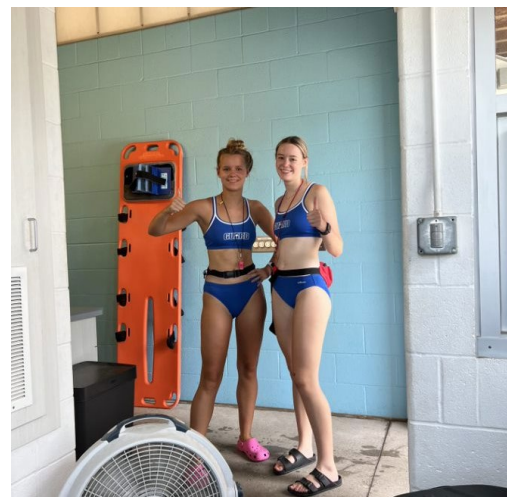


Opportunities for 2023

- Recruitment
 - Referrals, social media push, student job fairs
- Expand fitness offerings
 - Classes, additional lap swim times
- Bring back programs
 - toddler time & tan and float (staff pending)

Improvements in 2023

- Painted lap and leisure pool
- Maintenance Slide 2
- Table umbrella replacements
- Shade structure replacements
- Pump and filter replacement



Mission Summer Camp 2022



MSC Snapshot

- KDHE Licensed
- 9 weeks (Jun 6 - Aug 5)
- 18 PT/ Seasonal Staff
- Total 1073 Campers (120 each week)
 - 181 unique (22% Mission residents)
- 2022 Camp Fees
 - \$145 / \$155

Fee increase for 2022:

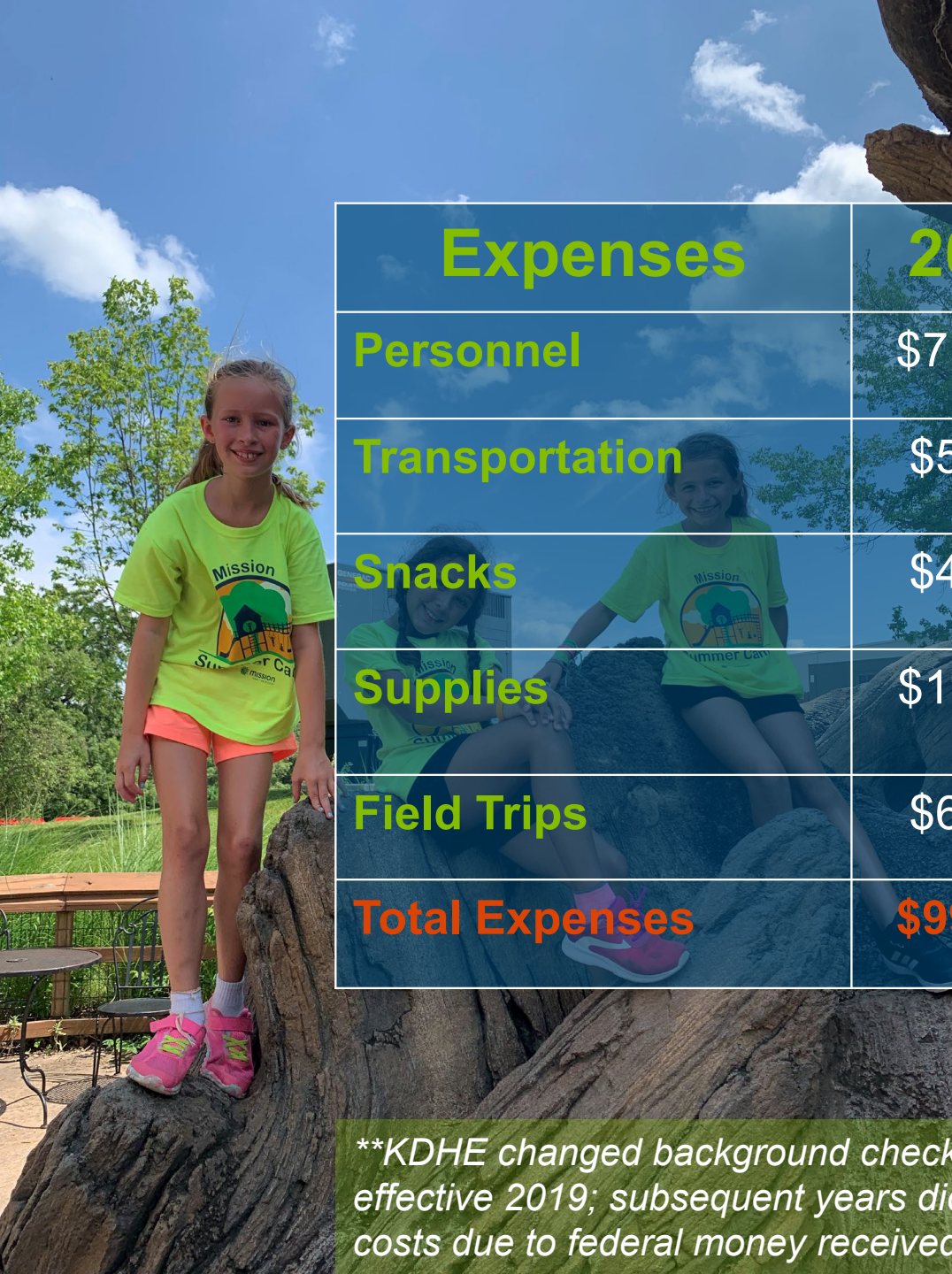
Increased summer camp fees in 2022 by \$6. We will increase pricing for 2023 and will explore inputs for 2024.



Revenue	2022	2021	2019	2018
Mission Summer Camp	\$159,865	\$115,305	\$155,935	\$136,559
Tween & Teen Camp	\$0	\$0	\$53,234	\$74,470
Scholarship Fund	\$306	\$215	\$54	\$646
Add-On/Extra Shirt Fees	\$17,710	\$10,142	\$15,743	\$16,260
Total Revenue	\$177,881	\$125,662	\$224,966	\$227,935
Total Expenses	\$99,793	\$76,908	\$129,312	\$147,021
Profit	\$78,088	\$48,754	\$95,654	\$80,914
Cost Recovery	178%	163%	174%	155%



* No camp in 2020



Expenses	2022	2021	2019	2018
Personnel	\$71,582	\$53,148	\$89,002	\$107,818
Transportation	\$5,734	\$3,754	\$7,562	\$7,920
Snacks	\$4,179	\$3,204	\$3,685	\$3,366
Supplies	\$11,645	\$11,175	\$14,153**	\$10,932
Field Trips	\$6,654	\$5,627	\$14,910	\$16,985
Total Expenses	\$99,794	\$76,908	\$129,312	\$147,021

***KDHE changed background checks to include fingerprinting of all staff, effective 2019; subsequent years did not include fingerprint or licensing costs due to federal money received to cover state childcare expenses.*



- ▶ Child Care Aware Grant of \$18,000/month
- ▶ Staff shortages managed
- ▶ Strong staff retention
- ▶ Successful COVID protocols and attention to camper/staff safety
- ▶ Camp Scholarships
 - ▶ All scholarship requests were granted; HUD standards (4 families approved)
 - ▶ Encouraged patrons + members to donate thru channel messaging
 - ▶ Accessible to all incomes; roughly 40% discount



Season Highlights

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Community Development	From:	Brian Scott

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

RE: Mission Vale Rezoning (Southeast Corner of W. 58th Terrace and Nall Avenue) - Koenig Building + Restoration, Applicant – PC Case #22-20

RECOMMENDATION: Approve an ordinance rezoning certain properties at the southeast corner of W. 58th Terrace and Nall Avenue from “MS-2” Main Street 2 Zoning District and “PBP” Planned Business Park Zoning District to “DND” Downtown Neighborhood District, City of Mission, Johnson County, Kansas, PC Case #22-20.

DETAILS: The Planning Commission met on Monday, September 26, 2022, and held a public hearing to take testimony concerning Case #22-20, an application for rezoning of five (5) parcels of property at the southeast corner of W. 58th Terrace and Nall Avenue from “MS-2” – Main Street 2 zoning district and “PBP” – Planned Business Park zoning district to “DND” – Downtown Neighborhood District. The rezoning will support a proposed development project for a 19-unit townhome development on the site to be known as Mission Vale.

The parcels include 5817 and 5819 Nall Avenue (zoned “PBP”) and 5401, 5403, and 5405 W. 58th Terrace (zoned “MS-2”). Altogether, the five parcels comprise just under an acre of land. All five parcels were originally zoned residential with single-family homes on them. Over the years these homes have transformed into commercial properties for small businesses. Only two of the original homes were still standing until recently.

The applicant, Koenig Building + Restoration, owns all five parcels and is proposing to construct a 19-unit townhome development on the site. The preliminary development plan for this project is Case #20-21, which was also considered at the Planning Commission’s September 26 meeting and will be considered by the City Council as well. The proposed development complies with the stipulations of the “DND” zoning.

”MS-2” zoning district is intended for commercial office and retail uses. Residential uses are also permitted in conjunction with one of the other uses. “PBP” zoning district is primarily intended for office and light industrial uses. Most of the properties that comprise the ScriptPro campus, including the two along Nall, are zoned “PBP.”

The “DND” zoning permits only residential uses such as single-family homes,

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

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Community Development	From:	Brian Scott

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

townhomes, and multi-family residential development. The “DND” is intended to serve as a transition zoning district between the more active, retail and commercial zoning of the “MS-1” and “MS-2” zoning districts, and the more passive, less dense zoning of “R-1” Single-Family Residential District. “DND” zoning supports the concept of “Missing Middle Housing” by permitting a variety of housing options (multi-family, townhomes, duplexes and single-family) that encourage efficient use of land, walkability, and engagement with and support of adjacent commercial areas along Johnson Drive.

An application for rezoning of properties on the other side of Nall at the southwest corner of W. 58th Street from “PBP” and “MS-2” to “DND” was approved earlier this summer by the City Council. The 58Nall project, a 77-unit apartment building, is proposed for this location.

No one spoke at the public hearing. At the conclusion of the public hearing, the Planning Commission voted 9-0 to recommend approval to the City Council of Case# 22-20 – Rezoning of five (5) parcels of property at the southeast corner of 58th Terrace and Nall Avenue from “MS-2” and “PBP” to “DND.”

This item will be considered by the City Council at the October 26 Legislative meeting.

CFAA CONSIDERATIONS/IMPACTS: The Community for All Ages initiative is an effort to consider the needs of residents of all ages when evaluating projects. There is demographical evidence that points to an emerging trend of shifting needs and desires for housing. The Millennial Generation, those born between 1981 and 1997, and even now Generation Z, those born between 1998 and 2015, have long sought affordable housing options in communities with high walkability. This desire is also emerging with Generation X and Baby Boomers, who want to downsize from the single-family home that they raised their families in into something that is smaller, less expensive, and within walking distance of shopping, dining, and services.

Attachments:

- Staff Report for Case# 22-20 Rezoning from “MS-2” and “PBP” to “DND” of Five Parcels of Property at the Southeast Corner of W. 58th Terrace and Nall Avenue.

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

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Community Development	From:	Brian Scott

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

- Ordinance

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

CITY OF MISSION, KANSAS

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING OF CERTAIN PROPERTIES AT THE SOUTHEAST CORNER OF W. 58TH TERRACE AND NALL AVENUE FROM “MS-2” MAIN STREET 2 ZONING DISTRICT AND “PBP” PLANNED BUSINESS PARK ZONING DISTRICT TO “DND” DOWNTOWN NEIGHBORHOOD DISTRICT, CITY OF MISSION, JOHNSON COUNTY, KANSAS (PLANNING COMMISSION CASE #22-20)

WHEREAS, the properties at 5817 and 5819 Nall Avenue in the City of Mission are currently zoned “PBP” Planned Business Park; and

WHEREAS, the properties at 5401, 5403, and 5405 W. 58th Terrace in the City of Mission are currently zoned “MS-2” Main Street 2; and

WHEREAS, an application was submitted to the Community Development Department of the City of Mission by Scott Koenigsdorf of Koenig Building + Restoration for the rezoning of these properties to “DND” Downtown Neighborhood District; and

WHEREAS, said application (Case #22-20) was presented to the Mission Planning Commission on September 26, 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 the public hearing was published in The Legal Record on August 2, 2022, and sent by certified mail to property owners and occupants within 200 feet of the subject properties; and

WHEREAS, at the conclusion of the public hearing for Case #22-20, the Planning Commission took the application under consideration and voted 9-0 to recommend approval of the application for rezoning of said properties to the Mission City Council.

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

Section 1. Zoning of Property – Pursuant to Chapters 405, 410 and 440 of the Mission Municipal Code, the properties herein described as:

All of Mission Vale Lots 10 through 15, a subdivision in the City of Mission, Johnson County, Kansas according to the plat filed July 9, 1929, in Book 7, Page 41.

shall be zoned as “DND” Downtown Neighborhood District and all provisions of said zoning district shall apply.

Section 2. 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 26th day of October 2022.

Approved by the Mayor this 26th day of October 2022.

Solana Flora, Mayor

ATTEST:

Robyn Fulks, City Clerk

APPROVED AS TO FORM:

David Martin, City Attorney
Payne & Jones, Chartered
King 2 Building
11000 King Street
Overland Park, Kansas 66210

NEW BUSINESS AGENDA ITEM: 1

PROJECT NUMBER / TITLE: Public Hearing for Rezoning at West 58th Terrace and Nall Avenue - Case #22-20

REQUEST: Approval of the Rezoning for 58th Terrace and Nall Avenue

LOCATION: 5819 Nall Avenue, Parcel ID: KP35000000 0012A
5817 Nall Avenue, Parcel ID: KP35000000 0012B
5405 W. 58th Terrace, Parcel ID: KP35000000 0013
5403 W. 58th Terrace, Parcel ID: KP35000000 0014
5401 W. 58th Terrace, Parcel ID: KP35000000 0015

APPLICANT: KOENIG Building + Restoration
2500 West 43rd Avenue
Kansas City, KS 66103

STAFF CONTACT: Karie Kneller, City Planner

PUBLIC HEARING: September 26, 2022 – Planning Commission (rescheduled)

LEGAL NOTICE PUBLICATION: August 2, 2022 – The Legal Record



Project Proposal:

The applicant, KOENIG Building + Restoration, submitted a Preliminary Development Plan for a 19-unit townhome development for the property located generally at the southeast corner of 58th Terrace and Nall Avenue.

The applicant identified the following criteria for choosing the location and housing type:

1. To revitalize a previously vacant section of land close to the downtown commercial district and transit center
2. To promote a pedestrian-oriented environment
3. To attract a stable renter base that prefer a maintenance-provided lifestyle
4. Respond to market demand – homeowners who want to downsize, younger couples who don't want an apartment, empty-nesters who plan to travel

Property Information and Current Conditions:

The project site consists of five parcels all on one acre of land area. Three of the parcels have been vacant for over five years, and the other two properties contained structures that were recently demolished in 2022. The properties are currently zoned "PBP" Planned Business District and "MS-2" Main Street District 2. The developer is requesting that the properties be rezoned to "DND" Downtown Neighborhood District. The district regulations per Mission Municipal Code are provided in a summary table following:

Municipal Code:



Current Zoning of the Subject Property Compared to Proposed Zoning (see the zoning table on the previous page):

All adjacent properties are zoned PBP, MS-2, or MS-1. The site also falls in the East Gateway Overlay District. The subject property is a half-block to the north of Johnson Drive and the Downtown Commercial Corridor.

Under MS2 zoning, the intent is to provide a mixed use of commercial, retail, and residential uses to compliment the more active MS1 zoning along Johnson Drive, while respecting the surrounding residential areas. The permitted height of a structure in MS2 zones is 3 stories or a maximum of 45 feet. PBP zoning is intended for a mix of office and light industrial uses within an "office park" setting. Properties zoned PBP do not specify

regulations for residential uses, but PBP permits uses associated with the DND zoning designation.

The intent of DND zoning is to “encourage private and public investment, unique living environments, a variety of housing styles that support the downtown business district, and to stabilize single-family neighborhoods.” DND zoning permits a variety of residential uses including single family homes, townhomes, and multi-family housing, and it serves as a transition, or buffer, from the more active MS1 zone to the south along Johnson Drive and the single-family neighborhoods to the north. DND permits multi-family structures to a height of three stories to a maximum 45-foot height, and a lot area coverage of 50 units per acre.

REGULATION	MS2	PBP	DND
INTENT	Provide development consistent w/ existing character of downtown; residential and office permitted on ground floor of mixed-use; promotes multi-story with top floor setbacks (see Mission/Rock Creek Redevelopment. Plan)	Allow mix of office, light industrial and limited retail; may be located adjacent to residential if appropriate	Encourage private and public investment; unique living environment and a variety housing styles that support Downtown business and stabilizes Single-Family neighborhoods.
PERMITTED USES (RESIDENTIAL)	Any MS1/C-O; residential as part of commercial or office building or complex	Any C-O/DND	Single-family (SF); Townhomes (TH)= (2-6 units on 1 acre+); Multi-family (MF)
HEIGHT & AREA:			
<i>HEIGHT</i>	3 story/45' max.	40' max; except 30' max when w/i 100' of SF residential	TH=3 story/35'max SF=2 story/30'max MF=3 story/45' max
<i>FRONT</i>	N/A, except if adjacent to R1/R2=25'	N/A; except 25' if adjacent or w/i 60' of R1/R2	SF/TH=10'min, 20'max MF=no req.
<i>SIDE</i>	N/A, except if adjacent to R1/R2=25'	N/A; except 25' if adjacent or w/i 60' of R1/R2	MF=no req. except 6'min. if TH adjacent to Residential zone
<i>REAR</i>	N/A, except if adjacent to R1/R2=25'	N/A; except 25' if adjacent or w/i 60' of R1/R2	SF/TH/MF=25'
<i>WIDTH</i>	N/A	N/A	TH/MF=no req.
<i>DEPTH</i>	N/A	N/A	TH/MF=no req.
<i>AREA</i>	1245 sq ft per unit; 35 units per acre	N/A	TH=1742 sq ft per unit (25 units per acre); MF=872 sq ft per unit (50 units per acre)
PARKING	2-3 bedroom units=2 spaces per unit; no parking w/i 6' of street or lot line; on-street parking allowed if adequate ROW	each establishment provide sufficient off-street for all employees, customers	TH=2 off-street for ea. unit (at least 1 covered); MF (see table below)
DEVELOPMENT & PERFORMANCE STANDARDS	Residential not more than 50% of ground level street frontage w/i any commercial or office bldg./complex	High quality visual image: significant use of glass...detail similar to office development	Financial and administrative ability to maintain private and public facilities; N/A: Standards relate to fencing materials along front and side property lines and detached accessory building locations

Parking regulations per the municipal code at Section 410.300 for DND zoning designation are as follows:

Parking Regulations for Multi-family Dwellings	
Efficiency Apartments (Studio)	One space per unit
One-bedroom Units	One space per unit
Two- or Three-bedroom Units	Two spaces per unit
Four-bedroom Units	Two and one-half spaces per unit

Mission Plan Review

Mission Comprehensive Plan (2007 and 2022 Update):

Section 5-5 of the Comprehensive Plan (2007) classifies future land use for the property as “Downtown District” and the Comprehensive Plan Update (2022) classifies the future land use for the property as “Mixed-Use Downtown.” Mixed-use may be defined as individual structures that perform multiple functions on one parcel (vertical mixed-use), or it may be defined as a land area that includes multiple single-use structures with varying functions (horizontal mixed-use). Future land use to the north is designated as “low-density residential/office” and areas to the east and south are also designated as “Mixed-Use Downtown.” With a variety of uses along this commercial corridor, including residential, retail, and office, the area can be considered horizontal mixed-use. While it would be preferable to have retail and residential vertical mixed-use along Johnson Drive, this design is a less viable option on properties that do not front Johnson Drive. The goal, as stated in the Comprehensive Plan, is to promote a mixture of office, retail, and residential uses along the Johnson Drive commercial corridor.

Section 2-15 of the Comprehensive Plan designates the subject property as within the East Gateway District. The East Gateway Redevelopment Plan, referenced in the Comprehensive Plan was completed in 2006 and it provides a framework to drive development on the east side of Mission, east of Nall and from 58th Terrace to properties along Martway to Roe Avenue. The Plan establishes a guiding framework which includes a desire for more urban housing types, the desire to sustain existing - and attract new - local businesses and residents, the need for increased tax bases, and the desire to attain quality redevelopment. Overarching themes that apply include mixed-use, higher density, retention of housing options and neighborhood preservation, and connected sidewalks for improved walkability. The East Gateway Redevelopment Plan envisions 475 residential units in addition to the Gateway Development that is still under development review. This Plan calls for medium-density residential housing with parking on-site in the project area indicated as “Main Street.”

Climate Action Plan:

The City of Mission adopted the Climate Action KC Plan in 2021. This regional plan identifies recommendations that government agencies can implement to achieve net zero carbon emissions by 2050. Land use goals encourage mixed-use communities that are walkable and vibrant. The goals promote infill development, recommend updated zoning codes to promote walkability, and suggest reducing on-site parking requirements. The Climate Action KC Plan also encourages transit-oriented development, increased mass transit ridership, and bike-ability.

Analysis

General Assessment:

Changing demographics, decreased office uses due to work-from-home cultural shifts, reduced retail land use due to increased online shopping, and a changing residential market associated with demographic changes have

driven development toward multi-family housing in recent years. This is a trend we see regionally, as well as nationally. The squeeze on affordable housing in Mission can be alleviated by providing more housing units with a diversity of options, thus driving down costs for renters over time.

The Comprehensive Plan also documents residents' desire for multi-modal transportation options. This proposal is within a quarter mile of the transit station on the City's east side and serves infill redevelopment needs to encourage transit-oriented developments now and in the future. The location of the development also helps in this way to promote multi-modal transit to address climate change mitigation strategies in Mission, while also promoting healthy living, and encouraging economic development in the downtown area. Multi-modal transportation is a goal in both the Comprehensive Plan and the adopted Climate Action KC Plan.

Increased population in the downtown area will act as a catalyst for increased commercial activity and prosperity for businesses and residents alike. Developments like those permitted in the DND zone around the downtown area near single-family residential homes will help prop up the investments of nearby homeowners and business owners while acting as a buffer between the commercial corridor and neighborhoods. The existing PBP and MS-2 zoning allows a more intense use of land, and rezoning to DND provides a reasonable south-to-north transition. Multi-family development would also provide population on the site at ground-level 24-hours a day that would provide a greater sense of security than from an office building that is vacant in the evenings and on weekends.

Rezoning "Golden Rule" Analysis

In the case of *Golden v. City of Overland Park* (1978), the Kansas Supreme Court provided a set of 14 criteria by which to consider a rezoning case. These criteria have become the legal standard for evaluating rezoning matters and are cited in Section 440.140 of the Mission Municipal Code.

1. The character of the neighborhood.

Analysis: One-story offices and daycare businesses on the north side of 58th Terrace are zoned MS-2. The office and commercial business are converted single-family homes built in the 1940s and 1950s. A recently approved multi-family development on the southwest corner of 58th Street and Nall to the west was also rezoned to DND. Commercial buildings with retail and restaurant uses on the south side of the block are one to two stories in height. This project is also a two-story development that is permitted by the PBP and MS-2 zoning regulations by-right.

2. The zoning and uses of nearby properties and the extent to which the proposed use would be in harmony with such zoning and uses.

Analysis: "DND" Downtown Neighborhood District at Section 410.270 of the Mission Municipal Code intends to encourage private and public investment in neighborhoods surrounding the commercial core of downtown Mission. The intent is to offer a unique living environment that offers a variety of housing styles, that supports downtown businesses, and acts to stabilize the surrounding single-family neighborhoods. Johnson Drive is a half-block south of the properties proposed to be rezoned. Properties along Johnson Drive are zoned MS1, which is intended to support retail and commercial activity. Properties to immediate north and west of the properties proposed to be rezoned, are zoned MS-2 and PBP. Properties one block north and to the east are zoned R-1, single-family. The residential context of the new zoning designation will serve as a transition between the more active, commercial areas to the south and the less active, residential areas to the north. The proposed DND zoning will also support the commercial activity to the south by providing a body of residents within the downtown corridor that will frequent and support shops and businesses. The DND zoning regulations permit the "missing middle" housing typology that is needed to support other surrounding zoning and land uses and is appropriate for the surrounding zoning districts and land uses.

3. The suitability of the property for the uses to which it has been restricted under the applicable zoning district regulations.

Analysis: PBP and MS-2 zoning provides for light industrial or office uses and residential over retail. The current market is restrictive to these uses in the context of the location of these properties. The property is currently under-utilized. Staff maintains that DND is a more appropriate zoning designation that promotes infill housing as a buffer between the higher-intensity downtown commercial activity and lesser-intensity uses to the north.

4. The extent to which approval of the application would detrimentally affect nearby properties.

Analysis: The rezoning of properties behind the commercial uses on Johnson Drive will positively impact the businesses directly adjacent and along Mission's commercial corridor.

5. The length of time the property has remained vacant as zoned.

Analysis: The undeveloped land has remained vacant for more than five years and the office uses were vacant at the time the applicant purchased the property.

6. The relative benefit to the public health, safety, and welfare by retaining applicable restrictions on the property as compared to the destruction of the value of the property or hardship to the owner associated with denying its request.

Analysis: As referenced in Item 3, the existing properties are under-utilized. The uses permitted under the current zoning do not permit the highest and best potential use. These properties are a detriment to the current owner and surrounding property owners if they remain vacant. This situation would persist if the request to rezone to DND is not approved.

7. The Master Plan or Comprehensive Plan.

Analysis: The proposal is in conformance with the Comprehensive Plan.

8. The extent to which the proposed use would adversely affect the capacity or safety of that portion of the road network influenced by the use or present parking problems in the vicinity of the property.

Analysis: The existing properties were previously offices with associated traffic patterns during business hours, 8 a.m. to 6 p.m., with limited parking issues. Since the properties have been vacant for at least a year or more, there has been no recent traffic associated with the previous office uses. If the properties remain as they are currently zoned, and new office or industrial uses are constructed, the traffic and parking impact could have a greater impact on surrounding neighborhoods and infrastructure.

The proposed rezoning to "DND" will limit land use to residential. This type of land use has traffic patterns that often peak in early morning and evening hours during the week and is typically limited to residents. The vehicular traffic would be similar to the existing residential uses north of 58th Street (see also, *Transportation and Circulation* analysis).

9. The recommendation of the professional staff.

Analysis: The City of Mission Planning Staff believes that the requested rezoning to DND is appropriate for the proposed use and will be in harmony with the surrounding zoning and land uses.

10. The extent to which utilities and services, including, but not limited to, sewers, water service, police and fire protection, and parks and recreation facilities, are available and adequate to serve the proposed use.

Analysis: The proposed rezoning to DND will not have an adverse impact on existing utilities or city services according to studies conducted by engineering professionals.

11. The extent to which the proposed use would create excessive stormwater runoff, air pollution, water pollution,

noise pollution or other environmental harm.

Analysis: The properties that are being considered for rezoning are currently designed and intended to be used as office buildings with surface parking. While there is currently pervious grass surface area, and the proposed use will have more impervious surface, proposed detention basins and stormwater management on the site will serve to mitigate excess runoff. Noise or air pollution is not expected to increase with DND zoning.

12. The extent to which there is a need for the use in the community.

Analysis: There is a high demand for multi-family housing in the Kansas City area according to recent housing studies.

13. The economic impact of the proposed use on the community.

Analysis: The proposed rezoning to DND will result in a higher and better use for the properties than present zoning would allow. The appraised value of the proposed multi-family development will be higher than the appraised value of the current properties. Furthermore, the additional population density will be an economic catalyst for the community through additional sales tax dollars from businesses in the community that they frequent.

14. The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to the zoning district regulations.

Analysis: The applicant is a realtor and developer with experience building and completing similar developments in the region.

Recommendation:

Staff recommends that the Planning Commission recommend approval to the City Council of Case #22-20 for rezoning the property on the southeast corner of 58th Terrace and Nall to “DND” Downtown Neighborhood District.

Planning Commission Action:

The Planning Commission held a public hearing at their regularly scheduled meeting on September 26, 2022 to take testimony from all interested parties in Case #22-20 a rezoning of five (5) parcels of property at the southeast corner of W. 58th Terrace and Nall Avenue from "PBP" and "MS-2" zoning districts to "DND" zoning District. At the conclusion of the public hearing, the Planning Commission voted to recommend to the City Council the approval of Case# 22-20 for rezoning.

City Council Action:

This item will be considered by the City Council at their October 26th meeting.

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Community Development	From:	Brian Scott

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

RE: Mission Vale Preliminary Development Plan (Southeast Corner of W. 58th Terrace and Nall Avenue) - Koenig Building + Restoration, Applicant – PC Case #22-21.

RECOMMENDATION: Adopt the ordinance approving a preliminary development plan, with stipulations, for the construction of a townhome residential development project at the southeast corner of W. 58th Terrace and Nall Avenue, City of Mission, Johnson County, Kansas, PC Case #22-21.

DETAILS: The Planning Commission met on Monday, September 26, 2022. At this meeting a public hearing was held to take testimony for PC Case #22-21, a preliminary development plan for a 19-unit residential townhome development to be known as Mission Vale. Koenig Building + Restoration is the applicant.

The applicant owns five parcels of property at the southeast corner of W. 58th Terrace and Nall Avenue – 5401, 5403 and 5405 W. 58th Terrace and 5817 and 5819 Nall Avenue. The properties are currently zoned “PBP” – Planned Business Park and “MS-2” – Main Street 2. The applicant has made an application for a rezoning of these properties to “DND” Downtown Neighborhood District which was also considered by the Planning Commission as PC Case #22-20.

The proposed development comprises six (6) adjacent units facing Nall Avenue and another five (5) adjacent units, six (6) adjacent units, and two (2) adjacent units all facing W. 58th Terrace. Each unit is two stories with two bedrooms, two baths, and a one or two car garage. Access to the garages is from a paved area behind the units. The paved area has additional surface parking spaces for residents and guest. The two adjacent units at the far east end of W. 58th Terrace have parking garages facing the street with driveways.

The proposed development meets all the stipulations for townhomes in the “DND” zoning district except for the rear set-back. “DND” zoning requires a rear yard setback of at least 18 feet from the street or lot line. Because there is no street per se behind the units, but more of a paved area, the applicant is requesting a deviation from this requirement.

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

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Community Development	From:	Brian Scott

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

There was no public comment at the public hearing. At the conclusion of the public hearing, the Planning Commission discussed the application and then voted 9-0 to recommend approval to the City Council of Case # 22-21 - Preliminary Development Plan for a 19-unit Residential Townhome Development at the Southeast Corner of W. 58th Terrace and Nall Avenue.

CFAA CONSIDERATIONS/IMPACTS: The Community for All Ages initiative is an effort to consider the needs of residents of all ages when evaluating projects. There is demographical evidence that points to an emerging trend of shifting needs and desires for housing. The Millennial Generation, those born between 1981 and 1997, and even now Generation Z, those born between 1998 and 2015, have long sought affordable housing options in communities with high walkability. This desire is also emerging with Generation X and Baby Boomers, who want to downsize from the single-family home that they raised their families in into something that is smaller, less expensive, and within walking distance of shopping, dining, and services.

Attachments:

- Ordinance
- Staff Report for Case# 22-21
- Project Narrative
- Site Plans
- Elevations
- Traffic Impact Study
- Storm Water Study

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

CITY OF MISSION, KANSAS

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN WITH STIPULATIONS FOR THE CONSTRUCTION OF A TOWNHOME RESIDENTIAL DEVELOPMENT PROJECT AT THE SOUTHEAST CORNER OF W. 58TH TERRACE AND NALL AVENUE, CITY OF MISSION, JOHNSON COUNTY, KANSAS (PLANNING COMMISSION CASE #22-21)

WHEREAS, an application was submitted to the Community Development Department of the City of Mission by Mr. Scott Koenigsdorf of Koenig Building + Restoration for a Preliminary Development Plan for the construction of a 19-unit townhome residential development on five (5) lots at the southeast corner of W. 58th Street and Nall Avenue; and

WHEREAS, an application (Case #22-20) was also submitted to the Community Development Department of the City of Mission by Mr. Koenigsdorf for the rezoning of the aforementioned five parcels from “PBP” and “MS-2” to “DND” zoning district, which is to be considered in conjunction with this application, and which the application for the Preliminary Development Plan is in conformance with the “DND” Zoning; and

WHEREAS, said Application (Case #22-21) for the Preliminary Development Plan was presented to the Mission Planning Commission on September 26, 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 the public hearing was published in The Legal Record on August 2, 2022, and sent by certified mail to property owners and occupants within 200 feet of the subject properties; and

WHEREAS, at the conclusion of the public hearing for Case #22-21, the Planning Commission took the application under consideration and voted 9-0 to recommend approval of the application for a Preliminary Development Plan 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 et. seq of the Mission Municipal Code, the Preliminary Development Plan (Planning Commission Case # 22-21) on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, KS 66202 is hereby approved for the subject properties as described below, and in accordance with Section 410.270 et. seq. of the Mission Municipal Code, subject to the stipulations set forth in Section 2 and subject to all other laws and regulations:

All of Mission Vale Lots 10 through 15, a subdivision in the City of Mission, Johnson County, Kansas according to the plat filed July 9, 1929, in Book 7, Page 41.

Section 2. Stipulations of the Preliminary Development Plan - The Preliminary Development Plan referenced in Section 1 is hereby approved with requested deviations 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. Final details of the perimeter sidewalk and pedestrian connections will be submitted with the Final Development Plan.
3. 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.
4. An application for a Land Disturbance Permit shall be submitted to, and issued by, the City before any clearing, grading, or digging occurs on the site beyond the demolition that has already occurred.
5. The applicant shall submit a Final Site Plan and construction documents to the City for review and approval prior to building permit issuance.
6. A Final Plat shall be approved by the Planning Commission before building permit issuance.
7. Consolidated Fire District No. 2 shall approve plans prior to building permit issuance.
8. The applicant shall obtain all approvals from Johnson County Wastewater and Johnson County Water District #1 prior to building permit issuance.
9. 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.
10. 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.
11. This Preliminary Development 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 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 26th day of October 202.

Approved by the Mayor this 26th day of October 2022.

Solana Flora, Mayor

ATTEST:

Robyn Fulks, City Clerk

APPROVED AS TO FORM:

David Martin, City Attorney
Payne & Jones, Chartered
King 2 Building
11000 King Street
Overland Park, Kansas 66210

NEW BUSINESS AGENDA ITEM: 2

PROJECT NUMBER / TITLE: Public Hearing for a Preliminary Development Plan at West 58th Terrace and Nall Avenue - Case #22-21

REQUEST: Approval of the Preliminary Development Plan for 58th Terrace and Nall Avenue Multifamily Development

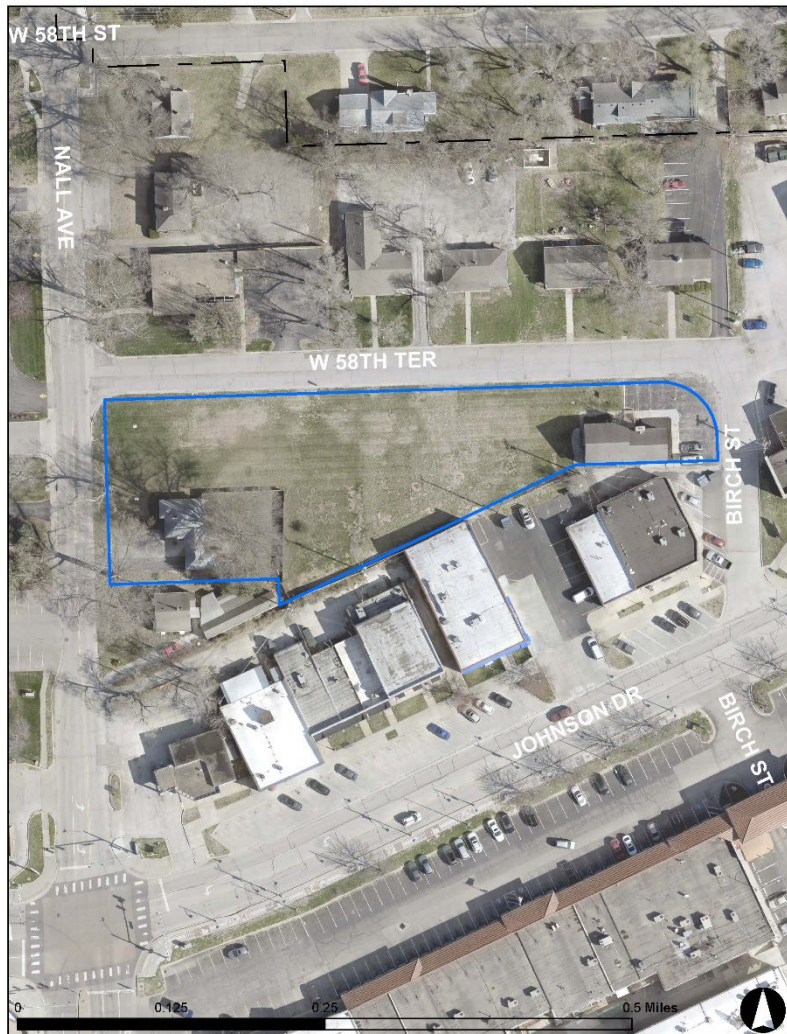
LOCATION: 5819 Nall Avenue, Parcel ID: KP35000000 0012A
5817 Nall Avenue, Parcel ID: KP35000000 0012B
5405 W. 58th Terrace, Parcel ID: KP35000000 0013
5403 W. 58th Terrace, Parcel ID: KP35000000 0014
5401 W. 58th Terrace, Parcel ID: KP35000000 0015

APPLICANT: KOENIG Building + Restoration
2500 West 43rd Avenue
Kansas City, KS 66103

STAFF CONTACT: Karie Kneller, City Planner

PUBLIC HEARING: September 26, 2022 – Planning Commission (rescheduled)

LEGAL NOTICE PUBLICATION: August 2, 2022 – The Legal Record

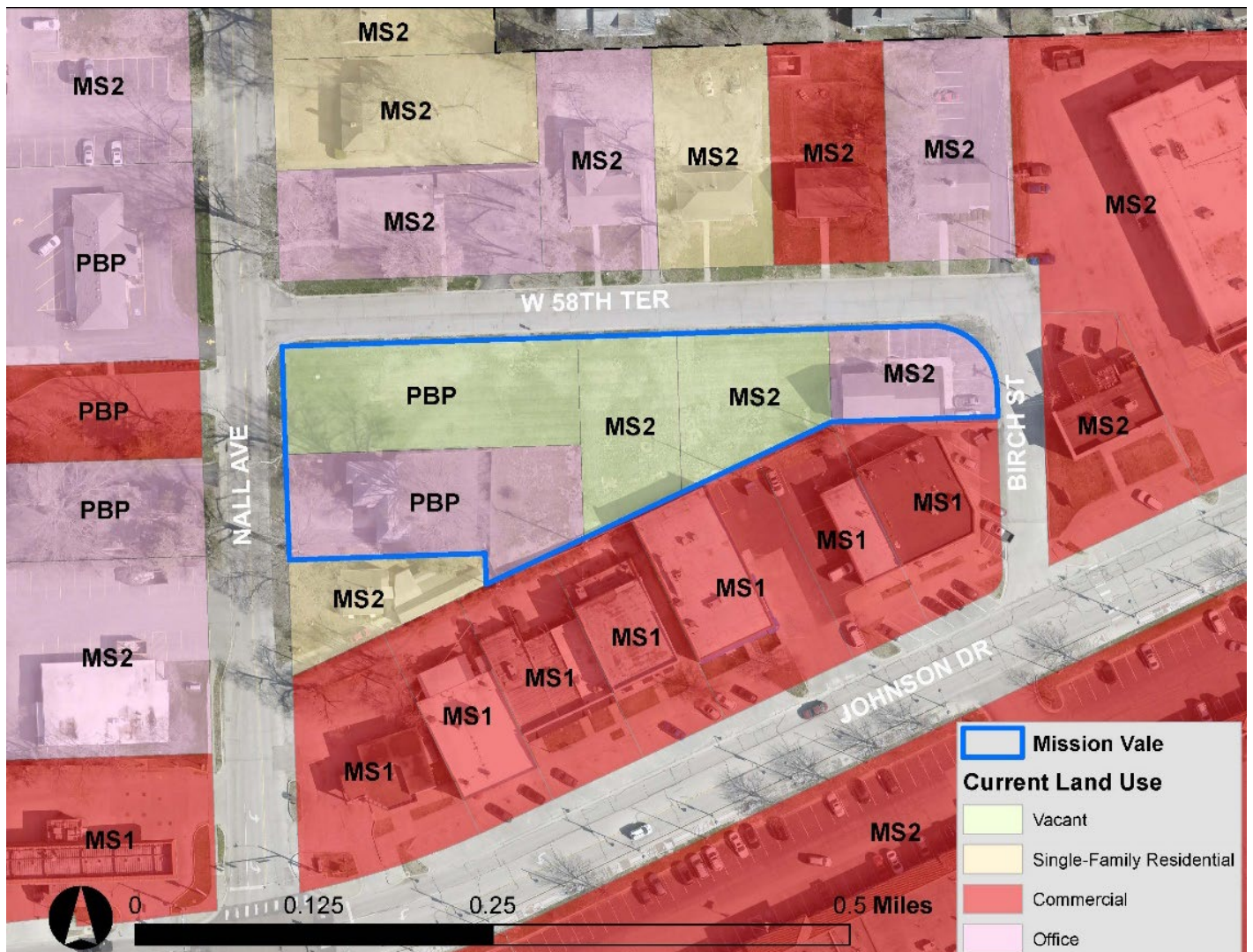


Project Proposal:

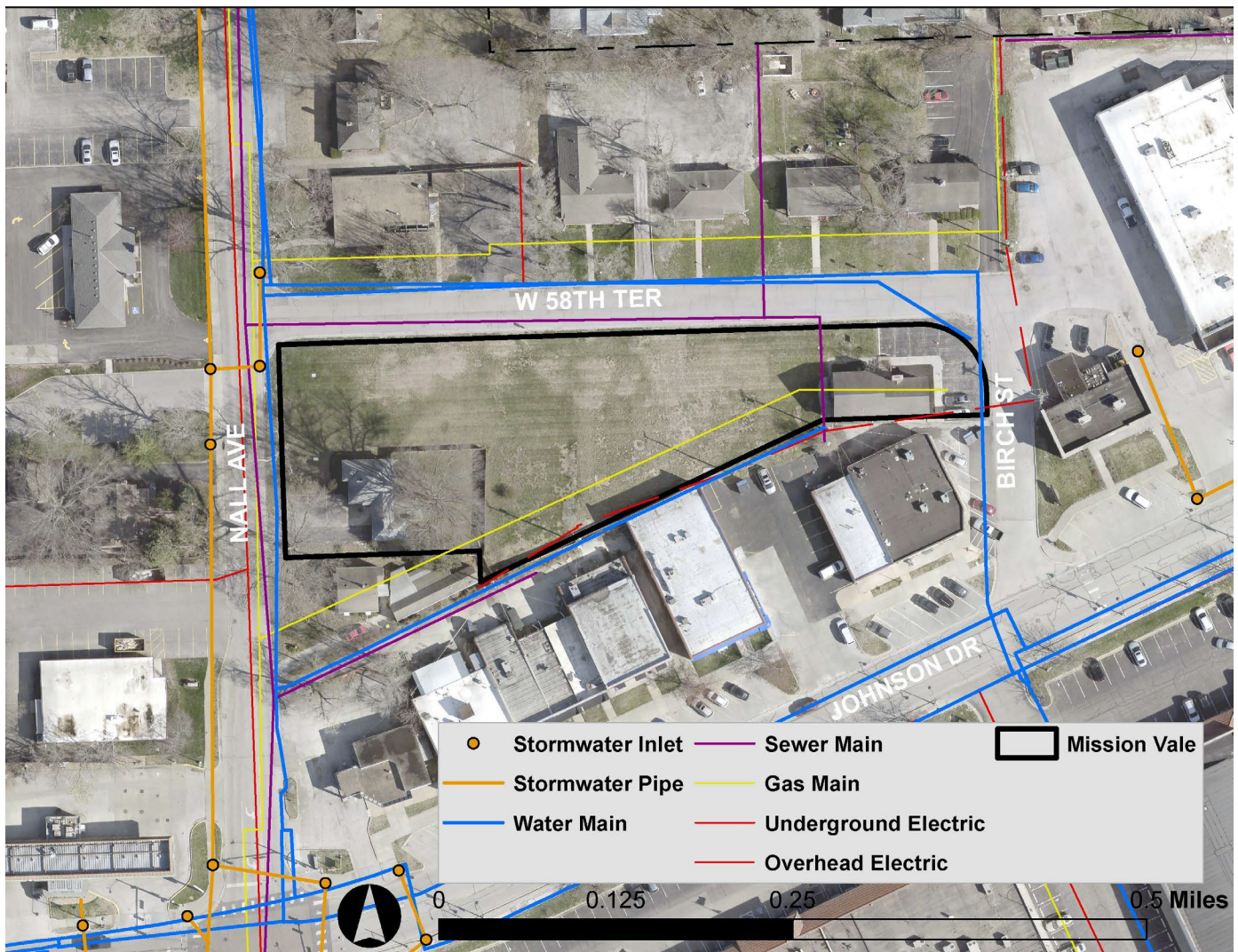
The applicant, KOENIG Building + Restoration, submitted a Preliminary Development Plan for a 19-unit townhome development for the property located generally at the southeast corner of West 58th Terrace and Nall Avenue.

Property Information and Current Conditions:

The subject property, located at the southeast corner of 58th Terrace and Nall Avenue, consists of five parcels or nearly one acre of land area. Two vacant single-story office buildings on two parcels at the location were recently removed by the developer who is also the property owner. The site is currently vacant. These properties are currently zoned “MS-2” Main Street District 2 and “PBP” Planned Business Park District and the applicant has applied to rezone the property “DND” Downtown Neighborhood District. Surrounding the subject property are the following zones and uses:



Direction	Zone	Land Use
West	DND	Currently Vacant Office, Commercial Parking Recently Approved for Multi-Family
East	MS2	Commercial
North	MS2	Medical Office, Office, Single-Family/Daycare
South	MS1	Restaurant, Retail



The site is served by water, gas, sanitary sewer, stormwater, and electrical utilities. A sanitary sewer easement runs north and south between the easternmost parcel and the adjacent property to the west. A gas utility easement is located parallel to the southern property line about 22 feet inside the property boundary, and overhead electrical along with a water main running along the property line on the south. Stormwater drains from the property to Nall Avenue and enters underground infrastructure via inlets near the northwest corner of the site. Existing impervious area is approximately 9,663 square feet (.2 acres), and existing pervious area is approximately 33,017 square feet (.8 acres).

Municipal Code Requirements:

“DND” Downtown Neighborhood District is the proposed zoning designation requested by the applicant in Case #22-20.

The intent of DND zoning at §410.270-310 is to encourage private and public investment, a unique living environment, and a variety of housing styles that support downtown businesses and stabilize single-family neighborhoods. Townhomes are permitted with a maximum height of three stories, not exceeding 35 feet. Front setback shall be a minimum of 10 feet or maximum of 20 feet, and side street setback on corner lots shall not be less than 10 feet. Townhomes adjacent to residential property shall be set back at least six feet from the side property line. Rear setback is 18 feet from a shared drive, and there is no requirement regarding lot width, depth, or area for townhome construction. Townhomes shall have a no more than 25 units per acre.

Parking in DND zones for townhomes requires two off-street spaces for each dwelling unit and one of those shall be covered. For this project's 19 units, 38 parking spaces are required.

Landscaping is regulated in the municipal code at §415.060, §415.090, and §415.110. These sections of the code require designation on the site plan of large trees that will be removed prior to construction, required trees on street frontage every 50 feet, one tree for every 20 cars in parking areas, and six percent of the parking lots to be landscaped.

Proposed Site Improvements:

Four two-story structures consisting of six, five, or two units are proposed for the site. Each unit would have two bedrooms and two-and-a-half baths with two parking spaces. Some of the units have a two-car garage, while some of the units have a one-car garage with surface parking either in a driveway, or in the interior parking lot. The proposed project has 39 parking spaces, one more than is required by municipal code. Building frontage is set back appropriately according to the municipal code, with front terraces and walkways for each unit. A six-foot side yard setback abutting the residential use (zoned MS-2) conforms with the municipal code. The back yard setback deviates from the municipal code, which requires an 18' setback from shared drives and a 25' setback for all other configurations except for multi-family structures and condominiums, which do not have a back yard setback requirement. Each of the four structures are separated by green space between 5.5' and 24' wide, and three of the units have back lawns with terraces.

The applicant proposes a five-foot sidewalk on the perimeter of the entire site set back from the curb, with two park benches along 58th Terrace. The Landscape Plan proposes nine shade trees along the street frontage and four shade trees in the south side yard. Decorative tree species will be dispersed on the site, and the total number of trees (19) meets the requirement per municipal code. The plantings will be native, non-invasive species of shade trees, ornamental trees, and shrubs. The parking area will be landscaped according to code requirements.

Analysis: The proposed development conforms with the municipal code for DND zoning, apart from the rear setback from the private driveway access to internal parking. The rear setback would require a deviation from the code. Staff has determined that the deviation may be permitted by the Planning Commission according to the municipal code at §405.090(A) and (E): "...It shall be permissible that front, side and rear yards may be reduced to zero in appropriate circumstances" in Planned Zoning Districts, and "Any deviation from the requirement in the equivalent district may be granted by the Planning Commission...where there is ample evidence that said deviation will not adversely affect neighboring property..." Additionally, §405.090(G) stipulates that "...an application for a deviation may only be granted upon a finding that all of the following conditions have been met:

- 1. The granting of the deviation will not adversely affect the right of adjacent property owners.*
- 2. The deviation desired will not adversely affect the public health, safety, morals, order, convenience, property or general welfare [of the public].*
- 3. The granting of the deviation will not be opposed to the general spirit and intent of this Title.*
- 4. It has been determined [that] the granting of a deviation will not result in extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing Federal or State laws.*

Staff concludes that the rear setback as proposed meets these requirements.

Plan Review and Supporting Documents:

Comprehensive Plan (2007)

The [Comprehensive Plan](#) classifies the future land use for the property as “office.” The “hierarchical” zoning model is permitted under Mission’s municipal code, and residential uses are permitted by right in all zones, as residential uses are a less intense use of land.

Section 4-13 of the Comprehensive Plan promotes revitalization and redevelopment in the Downtown District. The goal is to ensure an adequate supply of affordable housing for the community. Section 4-14 of the Plan

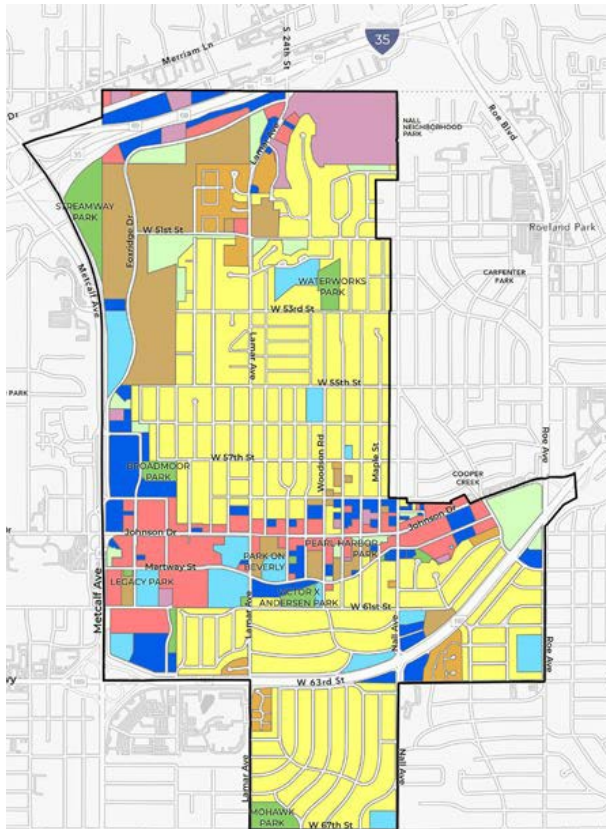


Figure 1. Existing Land Use

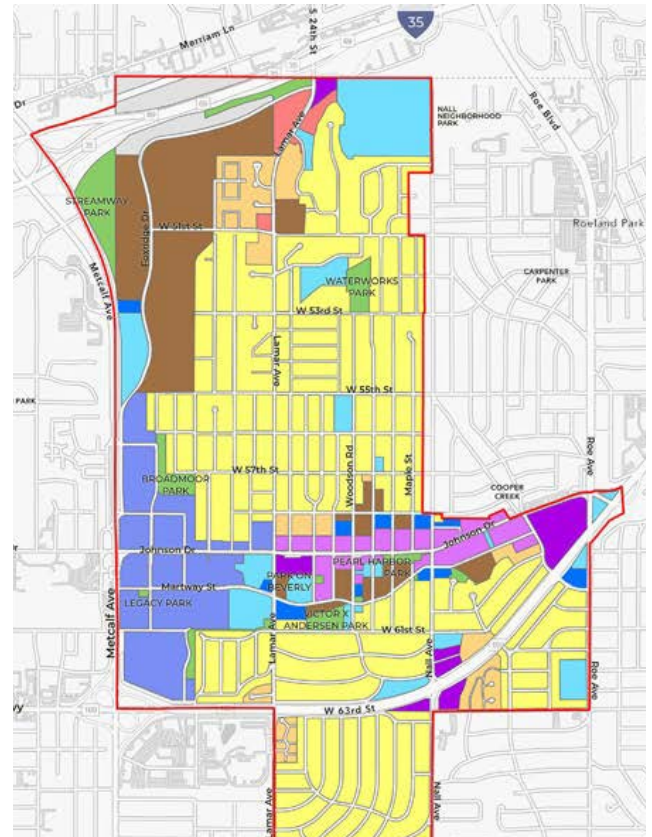


Figure 2. Future Land Use (Update)

recommends identifying areas that may support redevelopment of “life-cycle housing” in the Downtown District. This housing promotes healthy and safe communities for low-moderate income seniors, persons with disabilities, families, and singles that is affordable and accessible. Likewise, the Plan recognizes the need for alternatives to the traditional suburban housing style in proximity to existing commercial areas that soften the transition between single-family residential areas and commercial areas.

Analysis: The proposed development conforms with the adopted Comprehensive Plan. Residential uses are permitted by-right, new residential townhomes in the downtown area fills the gap in “missing middle” housing that will support nearby businesses and provide an alternative housing option that softens the transition between neighborhoods and commercial activity.

Comprehensive Plan (Update)

The Comprehensive Plan update is in its final draft and is slated for adoption in early 2023. Elements of the update include the following:

- Promote development of multi-family housing options
- Encourage residential revitalization as housing stock in Mission ages and market demands change

- Reduce the negative impact on residential property values through transitional land use policies and development standards
- Add “missing middle” zones to address infill development and as a method to transition between commercial land uses and single-family neighborhoods
- Develop a strategy to protect and expand affordable housing in Mission
- Residential multi-family uses should have a density ratio of 50+ dwelling units per acre.

Analysis: This horizontal mixed-use scenario in the Downtown and East Gateway districts is consistent with an effort to create increased density in the area to support economic development and downtown businesses. Likewise, increased density near the downtown commercial corridor and the increased residential housing in the area adds additional housing supply, which may drive a decrease in rent prices over time.

Johnson Drive Design Guidelines

The intent of the [Johnson Drive Design Guidelines](#) is to promote architecture compatible in form and proportion with neighboring buildings that incorporate a variety of forms, materials, and colors in design, and create a unified appearance. Buildings that adhere to the principals set forth in the guidelines provide visual interest and create an enjoyable human-scaled space with pedestrian connections. The guidelines address aspects like site design, facades, and material choices, along with the ways in which a site is part of the larger context. Developments facilitate recruitment of retail businesses to the Johnson Drive commercial corridor.

Building Orientation and Site Design

While the property does not directly front Johnson Drive, it is within a half-block of the main commercial corridor. The design guidelines for the property should follow the Johnson Drive Design Guidelines for material and color selection and the overall design of the lot. The building should be oriented toward primary streets and have a consistent façade treatment. Parking lots and service areas should be screened from view and located behind the buildings in the downtown district. All sidewalks should be at least four feet wide on secondary streets and ADA compliant. Pedestrian amenities like park benches should be incorporated into the site. The proposed sidewalk for this project will be five feet wide and there will be two benches located along W. 58th Terrace.

Building Facades

Building facades should be consistent regarding color, material, form and details throughout the site. The facades should be at a scale similar to adjacent buildings and serve to enhance the pedestrian experience at a human scale. Large buildings should be divided vertically and horizontally into smaller components to achieve a comfortable human scale. The materials should be stone, brick, tile, or other durable materials and in a color scheme of neutral tones.

Analysis: The proposed development conforms with the Johnson Drive Design Guidelines.

Traffic Study:

The proposed traffic and circulation improvements on the subject property include reducing curb cuts for driveways and access to one 20’ entry on 58th Terrace for internal parking, and two private driveways, also located on 58th Terrace. The Traffic Impact Study states that site distance is not restricted at these locations. The existing parking access on Nall Avenue would also be eliminated. The report states that during weekday peak hours, less than 100 vehicular trips would be generated, and the development would generate an insignificant number of trips with a nominal impact on the street network.

Analysis: The installation of a sidewalk to improve pedestrian access encourages walkability in the area in downtown Mission. Additionally, eliminating the drive access on Nall Avenue improves safety for pedestrians as well as drivers. Staff concurs with the traffic study assessment.

Stormwater Management Study:

GBA performed a stormwater study for the subject property and concluded that the existing drainage patterns would remain largely consistent under proposed conditions. Stormwater runoff will generally drain from the northeast to the southwest via a combination of overland flow and enclosed system to an existing storm sewer inlet. Public Works will evaluate the stormwater connection from the detention basin when the Final Development Plan is considered.

Sustainability Scorecard:

The applicant submitted a Sustainability Scorecard that outlines criteria that will meet the Sustainability Commission's recommendations for energy, environment, and equity. While the development will not be seeking sustainability certifications, the location within walking distance to the nearby transit station, construction of connecting sidewalks to promote walkability, bicycle storage facilities, and recycling areas for residents addresses some of the criteria recommended by the Sustainability Commission. Other criteria that meet recommendations are Energy Star appliances, native landscaping to increase water conservation and irrigation system that utilizes smart programming with seasonal adjustment and rain sensor. Bicycle racks and garages that are wired for future EV installation will encourage alternative modes of transportation. Exterior lighting will be specified to Dark Sky standards to limit light pollution, and all light fixtures will be fitted with LED bulbs. The applicant self-scored the project a total of 43 points, for a "Silver" rating. The applicant has scheduled a meeting with the Sustainability Commission on September 12th to discuss the development's impact and ways to strengthen the sustainability efforts for this project.

Recommendation:

Staff recommends that the Planning Commission vote to recommend approval of the proposed multi-family development at 58th Terrace and Nall Avenue, hereafter known as Mission Vale, to the City Council.

Recommendations and Conditions of Approval:

- A. A final development plan will be submitted to the City and approved by the Planning Commission prior to the issuance of any building permits.
- B. 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.
- C. An application for a Land Disturbance Permit shall be submitted to, and issued by, the City before any clearing, grading, or digging occurs on the site beyond the demolition that has already occurred.
- D. The applicant shall submit a Final Site Plan and construction documents to the City for review and approval prior to building permit issuance.
- E. A Final Plat shall be approved by the Planning Commission before building permit issuance.
- F. Consolidated Fire District No. 2 shall approve plans prior to building permit issuance.
- G. The applicant shall obtain all approvals from Johnson County Wastewater and Johnson County Water District #1 prior to building permit issuance.
- H. 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.
- I. 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.
- J. 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.
- K. Final details of the perimeter sidewalk and pedestrian connections will be submitted with the Final Development Plan.

Staff recommends that the applicant work with the Sustainability Commission to identify additional sustainability criteria that meet the expectations of new developments in the City of Mission.

Planning Commission Action:

The Planning Commission held a public hearing at its meeting on September 26, 2022 to take testimony concerning Case #22-21, Mission Vale Preliminary Development Plan. At the conclusion of the public hearing, the Planning Commission voted 9-0 to recommend to the City Council approval of the Preliminary Development Plan for Mission Vale.

City Council Action:

The City Council will hear Case #22-21, Mission Vale Preliminary Development Plan, at its meeting on October 26th, 2022.



Date: August 11th, 2022

To: City of Mission
6090 Woodson Street
Mission, KS 66202

Subject: Mission Vale
Nall Ave & 58th Terrace
Mission, KS 66202

The Mission Vale Townhome project will revive a previously vacant section of land that is very close to the shops on Johnson Drive and transit center. We are adding sidewalks on all three sides of the project to promote a pedestrian-oriented environment. Generous landscaping will be provided along with a stormwater management plan to minimize runoff.

The Mission Vale Townhomes consists of 17 units, all with 1 or 2 rear-loaded private garages. The buildings are two-story and include traditional residential styling typical of the neighborhood. While the buildings are already of residential design, their size and massing will be further minimized by their setback distance from the street. Each unit also has a front porch and common lawn to encourage outdoor living.

The units are large and turn-over is less than in larger apartment complexes. The rental rate per unit will be around \$2,250 per month. When comparing to other new projects this is in the middle on a cost/sf basis.

Historically similar townhome projects have attracted a very stable renter base that might have traditionally owned their own home, but instead prefer a maintenance-provided lifestyle. Townhomes appeal to many different renter groups. From the current homeowner looking to downsize who already lives in Mission, to a younger couple looking to purchase a home that does not want an apartment, or the empty-nester that simply wants to travel more.

Respectfully,

KOENIG Building + Restoration

A handwritten signature in black ink, appearing to read 'Scott Koenig', is written over a horizontal line.

scott@koenigbuilding.com
(913) 831-8770



Community Development Department
 6090 Woodson Street
 Mission, KS 66202
 913-676-8360

Development Application

Permit # _____

Applicant Name: Scott Koenigsdorf		Company: KOENIG Building + Restoration	
Address: 2500 W 43rd Ave			
City/State/Zip: Kansas City, KS 66103			
Telephone: 816-457-9445			
Email: scott@koenigbuilding.com			
Property Owner Name: Scott Koenigsdorf		Company: Skyline Properties LLC	
Address: 2500 W 43rd Ave			
City/State/Zip: Kansas City, KS 66103			
Telephone: 816-457-9445			
Email: scott@koenigbuilding.com			
Firm Preparing Application: Same as applicant		Company:	
Address:			
City/State/Zip:			
Telephone:			
Email:			
*All correspondence on this application should be sent to (check one) <input checked="" type="checkbox"/> Applicant <input type="checkbox"/> Owner <input type="checkbox"/> Firm			
Application Type			
Rezoning <input type="checkbox"/>	Plat <input type="checkbox"/>	Site Plan <input checked="" type="checkbox"/>	SUP <input type="checkbox"/> Lot Split <input type="checkbox"/> Other (Specify): _____
Description of Request			
Please provide a brief description of the request: Tear down existing structures and replace with 17 townhome units.			

Project Details

General Location or Address of Property: 5819 Nall Ave + 5401 W 58th Ter

Present zoning of property: Planned Business Park District + Main Street District 2

Present use of property: Commercial Business Buildings

Agreement to Pay Expenses

Applicant intends to file an application with the Community Development Department of the City of Mission, Kansas (City). As a result of the filing of said application, City may incur certain expenses, such as but not limited to publication costs, consulting fee, attorney fee, and court reporter fees. Applicant hereby agrees to be responsible for and to reimburse City for all cost incurred by City as a result of said application. Said costs shall be paid within ten (10) days of the receipt of any bill submitted by City to Applicant. It is understood that no requests granted by City or any of its commissions will be effective until all costs have been paid. Costs will be owed whether or not Applicant obtains the relief requested in the application.

Affidavit of Ownership and/or Authorization of Agent

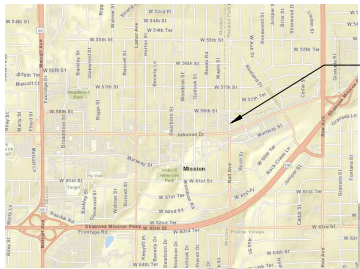
I, _____ certify that I am the owner or contract purchaser of the subject property. I give my permission for the undersigned to act as my agent on behalf of the application hereby being submitted.

X _____ Date _____
Signature (Owner)

X _____ Date _____
Signature (Owner's Agent)

*****FOR OFFICE USE ONLY*****

File Fee: \$	Meeting Date
	PC CC
Total:	Date Notices Sent
Receipt #	Date Published
Notes:	Decision



SITE LOCATION

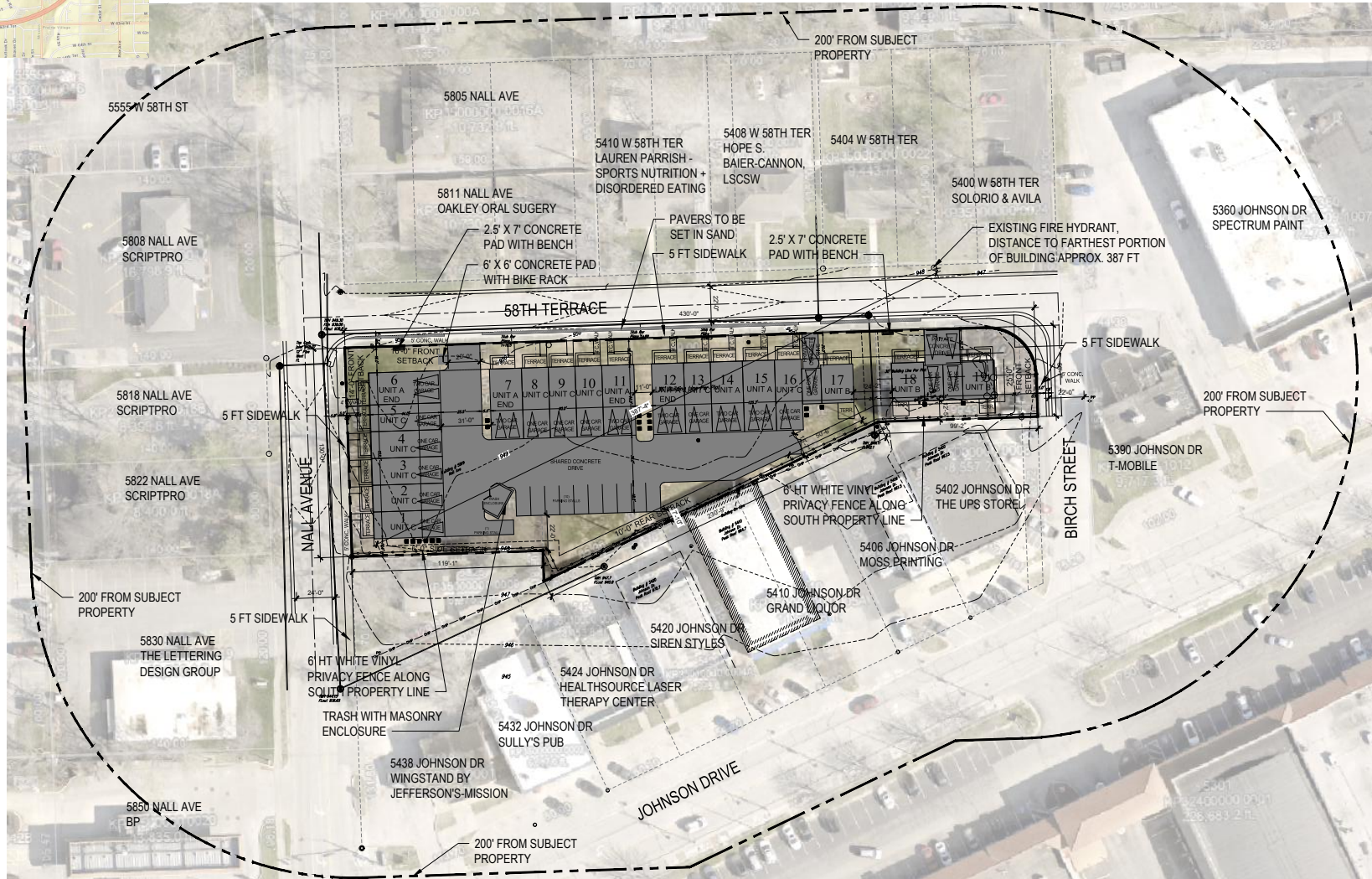
PROJECT DATA SUMMARY

19 TOWNHOUSES
 TWO STORIES WITH PRIVATE GARAGES
 1,331 SQUARE FEET PER UNIT
 TOTAL FLOOR AREA - 29,221 SF (WITH GARAGES)
 2 BEDROOM, 2.5 BATHS PER UNIT

PROPOSED ZONING - DND
 EXISTING ZONING - PBP & MS2
 SITE AREA - .978 ACRE, 42,602 SQUARE FEET
 UNITS PER ACRE - 19.43 DUA DENSITY (25 DUA ALLOWED)

PARKING:
 (2) OFF-STREET PARKING SPACES PER UNIT
 6 UNITS HAVE (2) CAR PRIVATE GARAGES
 10 UNITS HAVE (1) CAR PRIVATE GARAGES
 3 UNITS HAVE (1) CAR PRIVATE GARAGES AND A PRIVATE DRIVEWAY PARKING SPACE
 (11) GUEST PARKING SPACES PROVIDED AT SHARED DRIVEWAY

38 SPACES REQUIRED
 39 SPACES PROVIDED



OVERALL SITE PLAN
 1" = 40'-0"



PDP SUBMITTAL

ARCHITECTURE
 LANDSCAPE
 ARCHITECTURE
 ENERGY SERVICES
 P. 913.831.1415
 F. 913.831.1414
 NSPARCH.COM
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NSP
ARCHITECTS
 3515 W. 75TH ST., SUITE 201
 PRAIRIE VILLAGE, KS 66208



A NEW TOWNHOUSE DEVELOPMENT FOR
MISSION VALE
 NALL AVENUE & 58TH TERRACE
 MISSION, KANSAS

DRAWING RELEASE LOG
 • 07.27.22 PDP PRELIMINARY
 • 08.11.22 PDP PRELIMINARY

DATE
 06.17.22
 JOB NO.
 712922
 DRAWN BY:

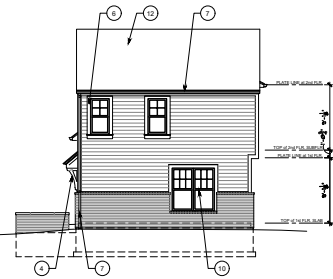
SHEET NO.
SP1.00



**2-UNIT BUILDING
FRONT ELEVATION**

SCALE 1/8" = 1'-0"

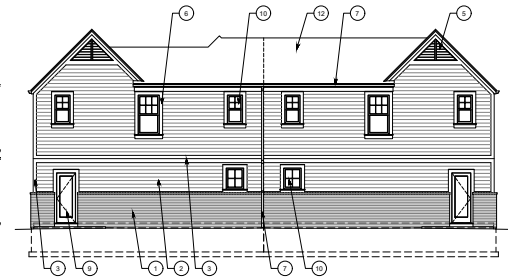
UNITS 18-19
B UNITS - 2
TOTAL BUILDING AREA 2,970 SQ. FT.



**2-UNIT BUILDING
SIDE ELEVATION**

SCALE 1/8" = 1'-0"

UNITS 18-19



**2-UNIT BUILDING
REAR ELEVATION**

SCALE 1/8" = 1'-0"

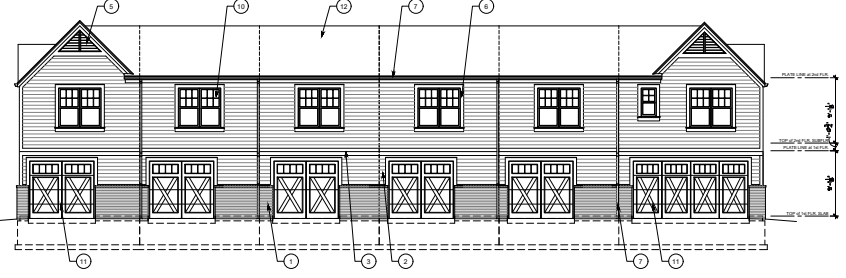
UNITS 18-19



**6-UNIT BUILDING
SIDE ELEVATION**

SCALE 1/8" = 1'-0"

UNITS 1-6



**6-UNIT BUILDING
REAR ELEVATION**

SCALE 1/8" = 1'-0"

UNITS 1-6



**6-UNIT BUILDING
FRONT ELEVATION**

SCALE 1/8" = 1'-0"

UNITS 1-6
A UNIT - 1
C UNITS - 5
TOTAL BUILDING AREA 8,921 SQ. FT.

EXTERIOR MATERIAL SCHEDULE

1. BRICK VENEER WITH SLOPED BRICK CAP - HERRON BRICK COMPANY - COLOR CARRIAGE HOUSE
2. LAP SIDING WITH 6 INCH EXPOSURE - COLOR WHITE
3. SMART TRIM - COLOR SW7008 ALABASTER
4. WOOD BRACKETES - COLOR WHITE
5. DECORATIVE FALSE GABLE END VENT - COLOR WHITE
6. SMART TRIM - 5/8" WINDOW SURROUND W/ SLOPED SILL - COLOR SW7008 ALABASTER
7. PREFINISHED GUTTER & DOWNSPOUT - COLOR WHITE
8. ENTRY DOOR, SOLID OR WITH LITES - COLOR WHITE
9. FULL VIEW DOOR - COLOR WHITE
10. VINYL SINGLE HUNG OR CASEMENT WINDOW - COLOR WHITE
11. CARRIAGE STYLE OVERHEAD DOOR - COLOR WHITE
12. COMPOSITION ROOF - CERTAINTED LANDMARK SERIES - COLOR WEATHEREDWOOD

UNIT AREAS:

- UNIT A - 1,331 SQ. FT. LIVING AREA
400 SQ. FT. GARAGE
1,731 SQ. FT. TOTAL AREA
- UNIT B - 1,221 SQ. FT. LIVING AREA
264 SQ. FT. GARAGE
1,485 SQ. FT. TOTAL AREA
- UNIT C - 1,184 SQ. FT. LIVING AREA
254 SQ. FT. GARAGE
1,438 SQ. FT. TOTAL AREA



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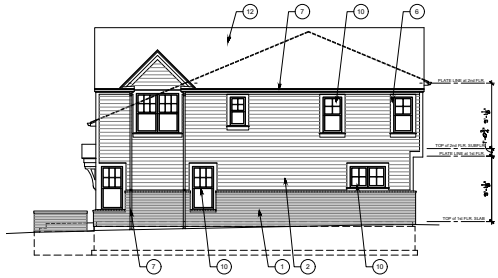
6-UNIT BUILDING FRONT ELEVATION
SCALE 1/8" = 1'-0"

UNITS 12-17
A UNITS - 3
B UNITS - 1
C UNITS - 2
TOTAL BUILDING AREA 9,554 SQ. FT.

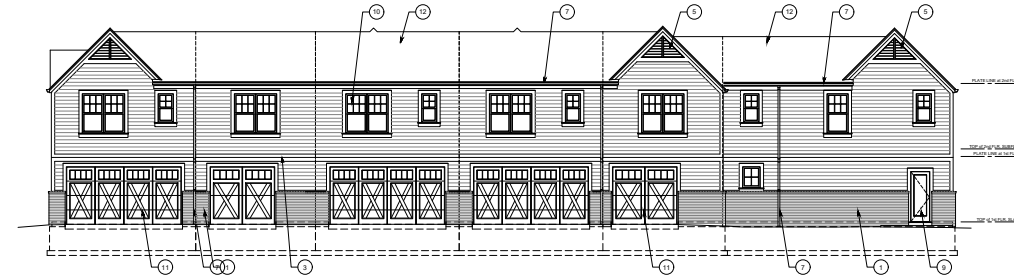


6-UNIT BUILDING SIDE ELEVATION
SCALE 1/8" = 1'-0" UNITS 12-17

UNIT AREAS:
UNIT A - 1,331 SQ. FT. LIVING AREA
400 SQ. FT. GARAGE
1,731 SQ. FT. TOTAL AREA
UNIT B - 1,221 SQ. FT. LIVING AREA
264 SQ. FT. GARAGE
1,485 SQ. FT. TOTAL AREA
UNIT C - 1,184 SQ. FT. LIVING AREA
254 SQ. FT. GARAGE
1,438 SQ. FT. TOTAL AREA



5-UNIT BUILDING SIDE ELEVATION
SCALE 1/8" = 1'-0" UNITS 7-11

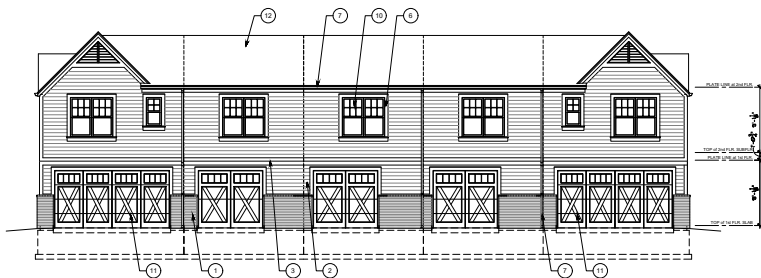


6-UNIT BUILDING SIDE ELEVATION
SCALE 1/8" = 1'-0" UNITS 12-17

- EXTERIOR MATERIAL SCHEDULE**
1. BRICK VENEER WITH SLOPED BRICK CAP - HEBRON BRICK COMPANY - COLOR CARRIAGE HOUSE
 2. LAF SIDING WITH 6 INCH EXPOSURE - COLOR WHITE
 3. SMART TRIM - COLOR SW7008 ALABASTER
 4. WOOD BRACKETS - COLOR WHITE
 5. DECORATIVE FALSE GABLE END VENT - COLOR WHITE
 6. SMART TRIM - 6x4 WINDOW SURROUND W/ SLOPED SILL - COLOR SW7008 ALABASTER
 7. PREFINISHED GUTTER & DOWNSPOUT - COLOR WHITE
 8. ENTRY DOOR - SOLID OR WITH LITES - COLOR WHITE
 9. FULL VIEW DOOR - COLOR WHITE
 10. VINYL SINGLE HUNG OR CASSETMENT WINDOW - COLOR WHITE
 11. CARRIAGE STYLE OVERHEAD DOOR - COLOR WHITE
 12. COMPOSITION ROOF - CERTANTEED LANDMARK SERIES - COLOR WEATHEREDWOOD



5-UNIT BUILDING FRONT ELEVATION
SCALE 1/8" = 1'-0"
UNITS 7-11
A UNITS - 2
C UNITS - 3
TOTAL BUILDING AREA 7,776 SQ. FT.



5-UNIT BUILDING REAR ELEVATION
SCALE 1/8" = 1'-0" UNITS 7-11



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PLANT LIST:

Common Name	Botanical Name	Size	Notes
Shade Trees			
LLL - Greeneye Linden/Linden	Tilia cordata 'Greeneye'	2' Cal.	B&B
ROK - Red Oak	Quercus rubra	2' Cal.	B&B
SKH - Skyline Honeylocust	Gleditsia thornthorn 'Skyline'	2' Cal.	B&B
Ornamental Trees			
ERB - Eastern Redbud	Cercis canadensis	1.5' Cal.	B&B
PFC - Fraxinus corymbosa	Nana x Fraxinifera	1.5' Cal.	B&B
Shrubs			
GMS - Goldmound Spirea	Spiraea japonica 'Goldmound'	2' Cal.	

THE ABOVE PLANT LIST REPRESENTS A RANGE OF POTENTIAL PLANT MATERIAL AND IS SUBJECT TO CHANGE.

GENERAL NOTES:

- EACH BIDDER SHALL VISIT THE SITE OF THE PROPOSED WORK AND EXAMINE THE SITE CONDITIONS. HE SHALL ALSO CAREFULLY EXAMINE THE DRAWINGS FOR THE PROPOSED WORK AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS, WHICH MAY AFFECT THE PROPOSED WORK.
- THE PLANTING PLAN GRAPHICALLY ILLUSTRATES OVERALL PLANT MASSINGS. EACH PLANT SPECIES MASSING SHALL BE PLACED IN THE FIELD TO UTILIZE GREATEST COVERAGE OF GROUND PLANE. THE FOLLOWING APPLIES FOR INDIVIDUAL PLANTINGS:
 - CREEPING GROUNDCOVER SHALL BE A MINIMUM OF 6" FROM PAVING EDGE.
 - ALL TREES SHALL BE A MINIMUM OF 3' FROM PAVING EDGE.
 - ALL PLANTS OF THE SAME SPECIES SHALL BE EQUALLY SPACED APART AND PLACED FOR BEST AESTHETIC VIEWING.
 - ALL SHRUBS SHALL BE A MINIMUM OF 2' FROM PAVED EDGE.
- NOTIFY LANDSCAPE ARCHITECT 1 WEEK PRIOR TO ANTICIPATED START OF PLANT MATERIAL INSTALLATION. LANDSCAPE CONTRACTOR SHALL STAKE ALL PROPOSED PLANTING BED EDGES. SET OUT SHRUBS IN INTENDED LOCATIONS, AND STAKE TREE LOCATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL NEW PLANT BED AREAS TO BE IRRIGATED. REFER TO SPECIFICATIONS FOR IRRIGATION SYSTEM DESCRIPTION.
- REFER TO L1.00 SERIES SHEETS FOR TREE AND SHRUB PLANTINGS.
- REFER TO L3.00 SERIES SHEETS FOR PLANTING DETAILS & SPECIFICATIONS.
- IN THE EVENT OF WORK IN OR ON THE JCV SANITARY MAIN, ANY TREES OR PLANTINGS PLACED WITHIN THE SEWER EASEMENT MAY BE REMOVED WITHOUT REPLACEMENT OR COMPENSATION THERE OF AND SHALL BE REPLACED BY THE PROPERTY OWNER AS REQUIRED BY THE CITY.
- STRIP TOP SOIL & SAVE FOR PLANTING AREAS. EXCAVATE TO A DEPTH OF 18" FOR ALL PLANTING BEDS AND REPLACE WITH PLANTING SOIL MIX. REFER TO L3.00 FOR PLANTING SOIL MIX.
- ALL LANDSCAPING SHALL BE MAINTAINED BY THE OWNER OR OWNER'S AGENT IN PERPETUITY AND DEAD OR DISEASED PLANTING WILL BE REMOVED OR TREATED AND REPLACED AS NECESSARY.

LANDSCAPE REQUIREMENTS (MISSION KS)

STREET TREES (#1100):

- 1 TREE PER 50 LF OF STREET FRONTAGE.

	REQUIRED:	PROVIDED:
NALL AVENUE# = 4+130 LF/ 50 LF =	3 TREES	3 TREES
58TH TERRACE # = 4+420 LF/ 50 LF =	9 TREES	9 TREES
BIRCH STREET # = 4+56 LF/ 50 LF =	2 TREES	2 TREES

INTERIOR LANDSCAPING OF PARKING LOTS (#1100):

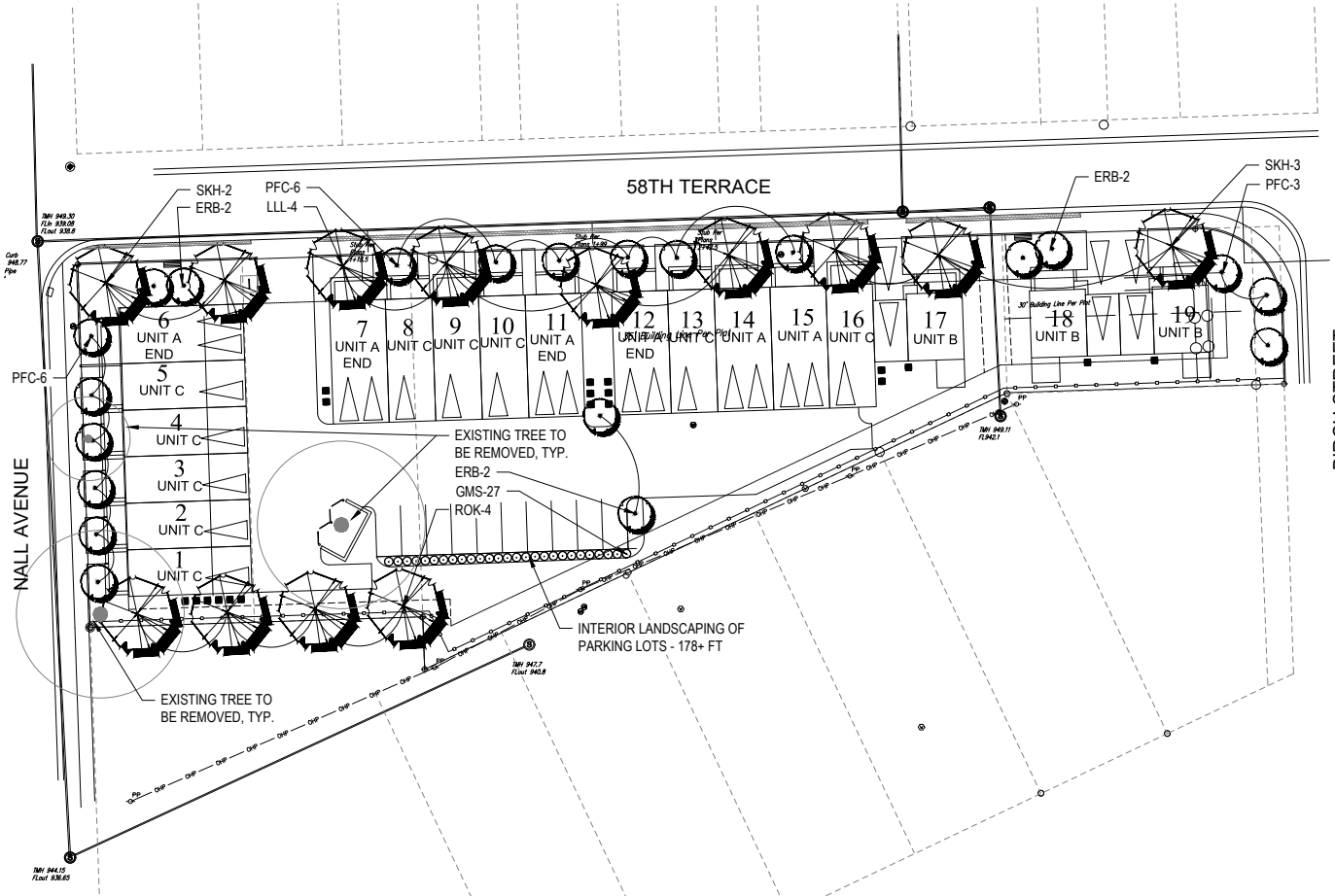
- 8% OF PARKING SPACE SHALL BE LANDSCAPED.
- 1 TREE PER 20 SPACES

	REQUIRED:	PROVIDED:
1. 11 PARKING SPACES + 270 / 6% SF =	178 SF	+178 SF
2. 11 PARKING SPACES / 20 =	1 TREE	1 TREE

TREES PER DWELLING UNIT (#1200):

- 1 TREE FOR EACH DWELLING UNIT

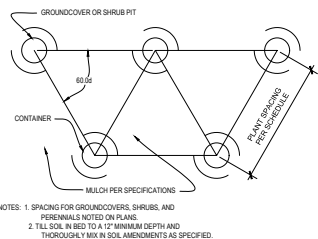
	REQUIRED:	PROVIDED:
19 DWELLING UNITS =	19 TREES	19 TREES



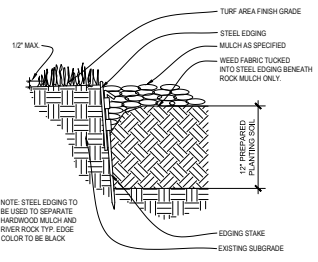
TREE PLANTING PLAN
1" = 20'-0"



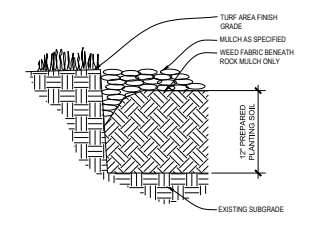
PDP SUBMITTAL



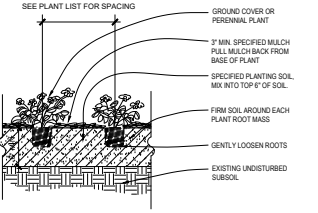
9 PLANT SPACING DETAIL
NOT TO SCALE



8 STEEL EDGING DETAIL
NOT TO SCALE

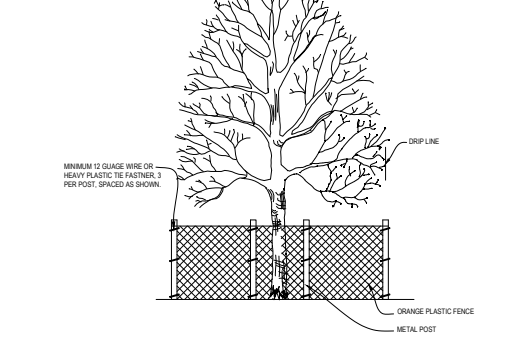
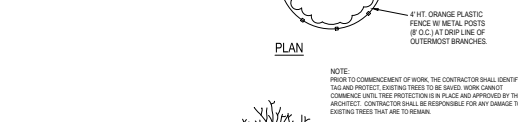


7 V-CUT EDGING DETAIL
NOT TO SCALE

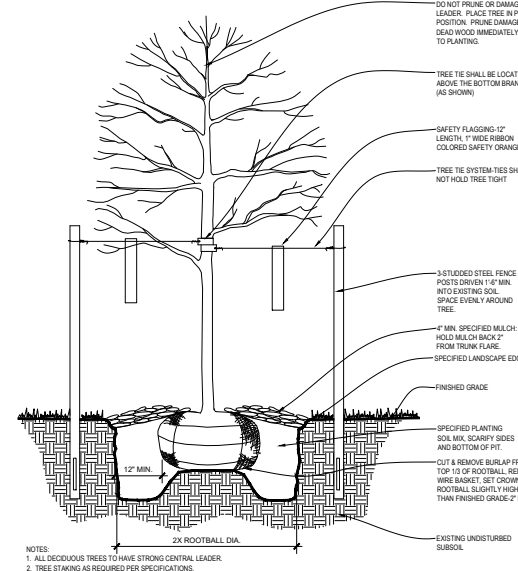


6 PERENNIAL & GROUND COVER PLANTING
NOT TO SCALE

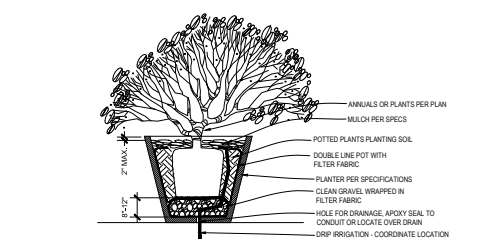
Inches Between Plants	Plant Quantities Per Square Foot
12"	Square Feet x .15
18"	Square Feet x .11
24"	Square Feet x .08
30"	Square Feet x .06
36"	Square Feet x .05
42"	Square Feet x .04
48"	Square Feet x .03



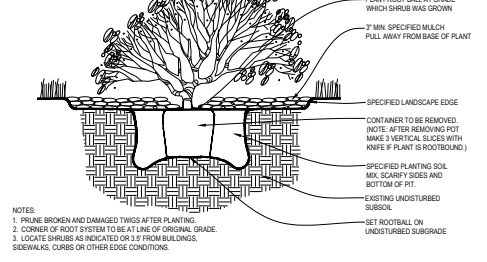
5 TREE PRESERVATION DETAIL
NOT TO SCALE



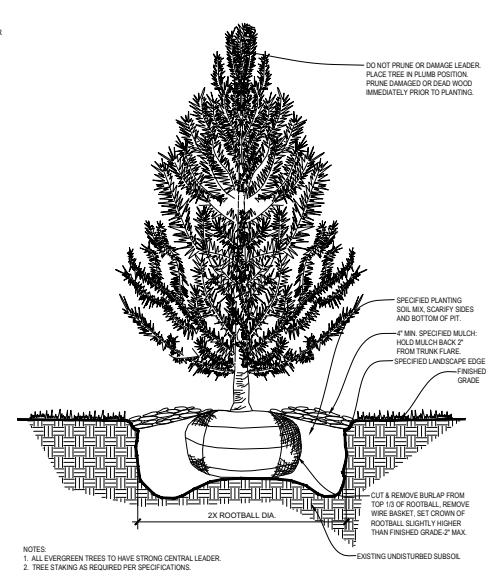
4 DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE



3 TYPICAL FREESTANDING PLANTER
NOT TO SCALE



2 SHRUB PLANTING DETAIL
NOT TO SCALE



1 EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE

- GENERAL NOTES:**
- EACH BIDDER SHALL VISIT THE SITE OF THE PROPOSED WORK AND EXAMINE THE SITE CONDITIONS. HE SHALL ALSO CAREFULLY EXAMINE THE DRAWINGS FOR THE PROPOSED WORK AND MAKE HIMSELF AWARE OF ALL CONDITIONS, WHICH MAY AFFECT THE PROPOSED WORK.
 - THE PLANTING PLAN GRAPHICALLY ILLUSTRATES GENERAL PLANT MASSING. EACH PLANT SPECIES MASSING SHALL BE PLACED IN THE FIELD TO UTILIZE THE GREATEST COVERAGE OF GROUND PLANE. THE FOLLOWING APPLIES FOR INDIVIDUAL PLANTINGS:
 - CREeping GROUND COVER SHALL BE A MINIMUM OF 6" FROM PAVING EDGE.
 - ALL TREES SHALL BE A MINIMUM OF 12" FROM PAVING EDGE.
 - ALL PLANTS OF THE SAME SPECIES SHALL BE EQUALLY SPACED APART AND PLACED FOR BEST AESTHETIC VIEWING.
 - ALL SHRUBS SHALL BE A MINIMUM OF 2' FROM PAVING EDGE.
 - NOTIFY LANDSCAPE ARCHITECT 1 WEEK PRIOR TO ANTICIPATED START OF PLANT MATERIAL INSTALLATION. LANDSCAPE CONTRACTOR SHALL STAKE ALL PROPOSED PLANTING BED EDGES, SET OUT SHRUBS IN INTENDED LOCATIONS, AND STAKE TREE LOCATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 - LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY AND ALL PLANT MATERIALS PROPOSED FOR USE ON THE PROJECT.
 - CONTRACTOR WILL BE RESPONSIBLE FOR PLANTING ALL PLANT MATERIAL INDICATED ON THE PLANS. PLANT SCHEDULE IS FOR DIRECTOR ONLY. VERIFY ALL PLANT QUANTITIES PRIOR TO BIDDING.
 - CONTRACTOR WILL BE RESPONSIBLE FOR REMOVAL OF EXISTING TREES & PLANT MATERIAL AS INDICATED ON PLAN AND AS DIRECTED BY LANDSCAPE ARCHITECT. RELOCATE PERSONNEL & SHRUBS TO LOCATION INDICATED ON AN AS ORDERED BY LANDSCAPE ARCHITECT.
 - REPORT ANY DISCREPANCIES FOUND WITH REGARD TO EXISTING CONDITIONS OR PROPOSED DESIGN IMMEDIATELY TO THE LANDSCAPE ARCHITECT. DO NOT FULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHERE IT IS FOUND THAT KNOWN DISCREPANCIES EXIST. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH OTHER RELATED SITE WORK BEING PERFORMED TO ACCOMPLISH SITE CONSTRUCTION OPERATIONS.
 - THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
 - PLANT MATERIAL SHALL BE MAINTAINED AND GUARANTEED FOR A PERIOD OF ONE YEAR AFTER OWNER'S ACCEPTANCE OF FINISHED JOB. ALL DEAD OR DAMAGED PLANT MATERIAL SHALL BE REPLACED AT LANDSCAPE CONTRACTOR'S EXPENSE PRIOR TO ACCEPTANCE. RECOMMENDED DATES FOR PLANT MATERIAL INSTALLATION SHALL BE FEBRUARY 15TH - MAY 15TH AND SEPTEMBER 15TH - DECEMBER 15TH.
 - THE PROJECT MAY BE AWARDED COMPLETION IN PHASES BUT IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNER & LANDSCAPE ARCHITECT WHEN A PHASE IS COMPLETE & A FINAL WALK THROUGH CAN TAKE PLACE. CONTRACTOR SHALL IDENTIFY ON THE PLANS THE LIMITS OF COMPLETED WORK AND/OR PHASES PRIOR TO THE WALK THROUGH.
 - LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANT MATERIAL UNTIL FINAL ACCEPTANCE, AT WHICH POINT THE ONE YEAR GUARANTEE BEGINS.

- MATERIALS:**
- PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF DISEASE AND INSECTS AS PER AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
 - PLANT MATERIAL SHALL NOT BE PRUNED PRIOR TO INSTALLATION. AFTER PLANTS HAVE BEEN INSTALLED, EACH PLANT SHALL BE PRUNED TO UNIFORMITY.
 - SHREDDED BARK MULCH SHALL BE FINELY CHIPPED AND SHREDDED DARK BROWN HARDWOOD CHIPS CONSISTING OF PURE WOOD PRODUCTS AND FREE OF ALL FOREIGN SUBSTANCES.
 - CONTRACTOR SHALL USE AN APPROVED TREE TIE SYSTEM THAT IS EASILY ADJUSTABLE, STRONG IN ALL WEATHER, AND EASILY APPLIED AND REMOVED. HOSE AND WIRE ARE NOT ACCEPTABLE FOR TIED TREES. PROVIDE THE FOLLOWING OR APPROVED EQUAL: "CINCH TIES" BY 1 LIGHTENHALES, "ADDA-TIES" BY HEAVYWEIGHT ONLY, A PLASTIC CHAIN TWIST TIE OR "PLASTIC BINDER" THE "A" TIE WITH TAPERED BEADS THAT SHAP LOCK BY A.M. LEONARDI AND SONS.
 - SOIL SHALL BE CERTIFIED TURFGRASS SOIL COMPLYING WITH ASPA SPECIFICATIONS FOR "PLANTING CUT" THICKNESS, SOIL STRENGTH, MOISTURE CONTENT, AND MOVED HEIGHT, AND FREE OF WEEDS AND UNDESIRABLE NATIVE GRASSES. SOIL SHALL BE A BLEND OF NOT LESS THAN 3 APPROVED IDENTIFIABLE SOILS (PROSPERITY/STRESS) VARIETIES. A NATIVE MIXTURE OF HICKORY, HEBEL, OR FALCON PINE LEAFED TALL FESCUE, (PESTICIA ARIZONA) AND PINE (EQUIM JULI TROPICUM AND PERENE DOMESTIC). IT SHALL BE A MIX OF 20% KENTUCKY BLUEGRASS, 70% PINELEAFED TALL FESCUE, AND 10% PINE. SOIL SHALL BE WELL ROOTED, 1 YEAR OLD STOCK, HARVESTED IN ROLLS, FERTILIZED 3 WEEKS PRIOR TO CUTTING. ALL SOIL SHALL BE MACHINE CUT AND VEGICORALLY GROWING (NOT DOMANT). MAXIMUM TIME FROM STRIPPING TO PLANTING SHALL BE 24 HOURS.
 - ALL NEW PLANT BED AREAS TO BE IRRIGATED. REFER TO SPECIFICATIONS.
 - ROCK BEDS SHALL SHALL BE BUFFALO RIVER ROCK, 1"-2.5" BY HOUSE OF ROCKS OR APPROVED EQUAL. ALL ROCK BED AREAS SHALL HAVE FILTER FABRIC & BE 4" MIN. DEPTH.
- INSTALLATION:**
- STRIP TOP SOIL & SAVE FOR PLANTING AREAS. EXCAVATE TO A DEPTH OF 12" FOR ALL PLANTING BEDS AND REPLACE WITH PLANTING SOIL. MIX A 10:10:10 FERTILIZER SHALL BE SPREAD OVER ALL PLANTING AREAS PRIOR TO PLANTING, AT A RATE OF 50 POUNDS PER 2,000 SQUARE FEET.
 - AFTER PLANTS HAVE BEEN INSTALLED, ALL PLANTING BEDS SHALL BE TREATED WITH DACTHAL PRE-EMERGENT HERBICIDE PRIOR TO MULCH APPLICATION.
 - PLANT PIT BACKFILL FOR TREES AND SHRUBS SHALL BE 20% COTTON BOLL COMPOST AND 20% TOPSOIL AND 60% EXISTING SOIL. TOPSOIL SHALL BE NATURAL FERTILE, FREE OF SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE PRODUCTIVE SOIL IN THE AREA. SOIL SHALL NOT BE EXCESSIVELY ACID, ALKALINE OR TOXIC THAT MAY BE HARMFUL TO PLANT GROWTH. ALSO, FREE OF CLUMPS, STONES, STAMPS, ROOTS OR SUBSTANCE 2" OR MORE IN DIAMETER.
 - PLANTED BED EDGES SHALL BE IN STRAIGHT LINES OR GENTLE FLOWING CURVES. SUDDEN CURVES OR SHARP ANGLES SHOULD BE AVOIDED.
 - V-CUT EDGE SHALL BE 6 INGS TO 8" DEPTH WITH ANGLED EDGE ON LANDSCAPE BED SIDE, AND VERTICAL EDGE ON TURF SIDE. BACKFILL V-CUT EDGE WITH SHREDDED HARDWOOD MULCH TO GRADE.
 - MULCH ALL PLANTING BED AREAS TO A MINIMUM DEPTH OF 3" MULCH INDIVIDUAL TREES TO A MINIMUM DEPTH OF 4".

- IRRIGATION PERFORMANCE SPECIFICATIONS:**
- PROVIDE 100% COVERAGE COMPLETE WORKING IRRIGATION SYSTEM FOR ALL NEW TURF AREAS (SEED AND/OR SOIL), ALL NEW PLANTING BEDS, AND ALL NEW TREES AND EXISTING TREES TO REMAIN. INCLUDE ELECTRICAL CONNECTION AND IRRIGATION VALVES AS NECESSARY. DRIP IRRIGATE ALL PLANTING BEDS. PRIOR TO INSTALLATION, PROVIDE PLAN SHOWING ALL IRRIGATION MATERIALS INCLUDING ALL EQUIPMENT SIZES AND DETAILS TO LANDSCAPE ARCHITECT FOR APPROVAL. COMPLY WITH REGULATIONS OF AUTHORITY WITH JURISDICTION FOR IRRIGATION SYSTEMS & BACKFLOW PREVENTION. CONTRACTOR SHALL SUBMIT AS-BUILT DRAWINGS TO LANDSCAPE ARCHITECT 10 DAYS AFTER FINAL INSTALLATION AND PRIOR TO FINAL ACCEPTANCE. INCLUDING ALL HEAD & EQUIPMENT LOCATIONS & MAINTENANCE DATA FOR ALL EQUIPMENT PROVIDED. CONTRACTOR SHALL PROVIDE AN ON-SITE WALK THROUGH OF THE SYSTEM AND FULLY DESCRIBE ITS OPERATION WITH OWNER. CONTRACTOR SHALL ACHIEVE FINAL ACCEPTANCE WHEN SYSTEM IS FULLY OPERATIONAL, AND APPROVED BY OWNER, AND AS-BUILT DRAWINGS AND MANUAL MATERIALS HAVE BEEN ACCEPTED AND APPROVED.
- PIPING SPECIFICATIONS:**
- MINIMUM WORKING PRESSURE RATINGS:
 - PRESSURIC PIPING: 150 PSIG (1030 KPA)
 - CIRCUTY AND DRAIN PIPING: 100 PSIG (689 KPA)
 - MAIN LINE TO BE CL200 POLY VINYL CHLORIDE PIPE OR ASTM D 1785, PVC 1120, SCHEDULE 40, SOCKET-TYPE FITTINGS; AND SOIL VENT CONNECTED JOINTS OR APPROVED EQUAL.
 - PIPE UP TO AND INCLUDING 2 1/2 INCHES IN DIAMETER SHALL HAVE BELL AND SOCKET JOINTS.
 - PIPE GREATER THAN 2 1/2 INCHES IN DIAMETER SHALL HAVE SHARP CONNECTIONS WITH RUBBER GASKET JOINTS.
 - THRUST BLOCKS SHALL BE REQUIRED IN CONNECTION WITH RUBBER GASKET JOINT PIPE.
 - LATERAL LINE TO BE CL200 POLY ETHER SULFONE PIPE OR APPROVED EQUAL.
 - DRAIN TUBING POLY TUBING OR APPROVED EQUAL.
 - SLEEVES: MINIMUM DIAMETER OF 2 INCHES LARGER THAN THE PIPE OR PIPES(S) SCHEDULED TO PASS THROUGH THEM. SLEEVES SHALL BE A MINIMUM OF 2 INCH DIAMETER AND SHALL BE SCHEDULE 40 PVC PIPE.
 - PLASTIC FITTINGS:
 - UTILIZED THROUGHOUT THE SYSTEM (MAINS AND LATERALS) IN WARM CLIMATES AND MAIN LINES IN COLDER CLIMATES. SCHEDULE 40 PVC PIPE.
 - UTILIZED FOR LATERALS OF FLEXIBLE POLYETHYLENE PIPE, TYPE 1 PVC INERT FITTINGS DESIGNED FOR USE WITH THIS TYPE OF PIPE CONFORMING TO ASTM D 2603.
 - MINIMUM COVER:
 - MAINS AND PLANTING AREAS:
 - MAINS: MINIMUM 18 INCHES BELOW FINISH GRADE.
 - LATERALS AND CONTROL VALVES: MINIMUM 12 INCHES BELOW FINISH GRADE.
 - ROADWAYS OR PARKING AREAS: MINIMUM 24 INCHES BELOW FINISH GRADE.
 - CLEARANCES: MINIMUM OF 3 INCHES BETWEEN PARALLEL LINES IN THE SAME TRENCH OR VERTICAL CLEARANCE BETWEEN LINES CROSSING AT ANGLES.

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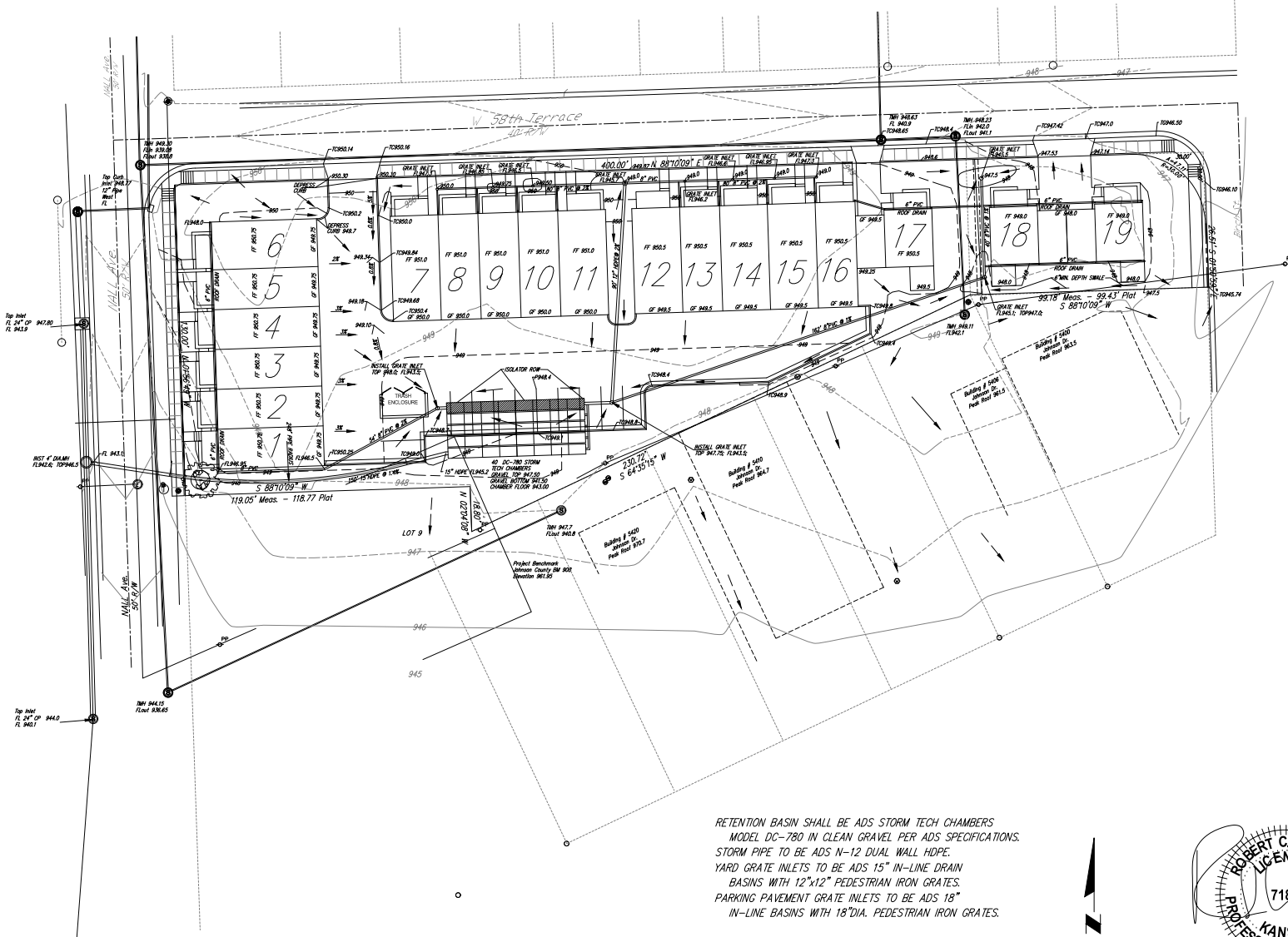
A NEW TOWNHOUSE DEVELOPMENT FOR
MISSION VALE
NALL AVENUE & 58TH TERRACE
MISSION, KANSAS

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● 08:12 PDP RESUBMITTAL

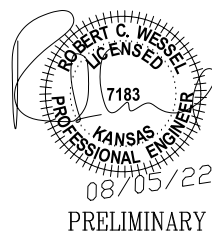
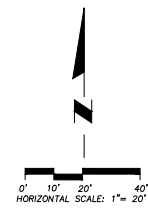
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 MODEL DC-780 IN CLEAN GRAVEL PER ADS SPECIFICATIONS.
 STORM PIPE TO BE ADS N-12 DUAL WALL HDPE.
 YARD GRATE INLETS TO BE ADS 15" IN-LINE DRAIN
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 IN-LINE BASINS WITH 18" DIA. PEDESTRIAN IRON GRATES.



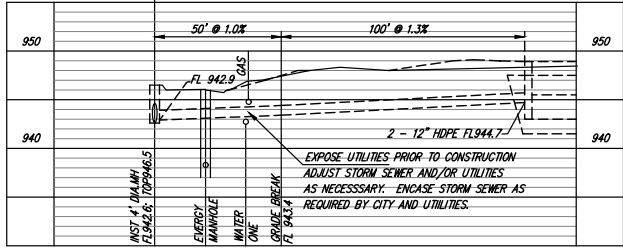
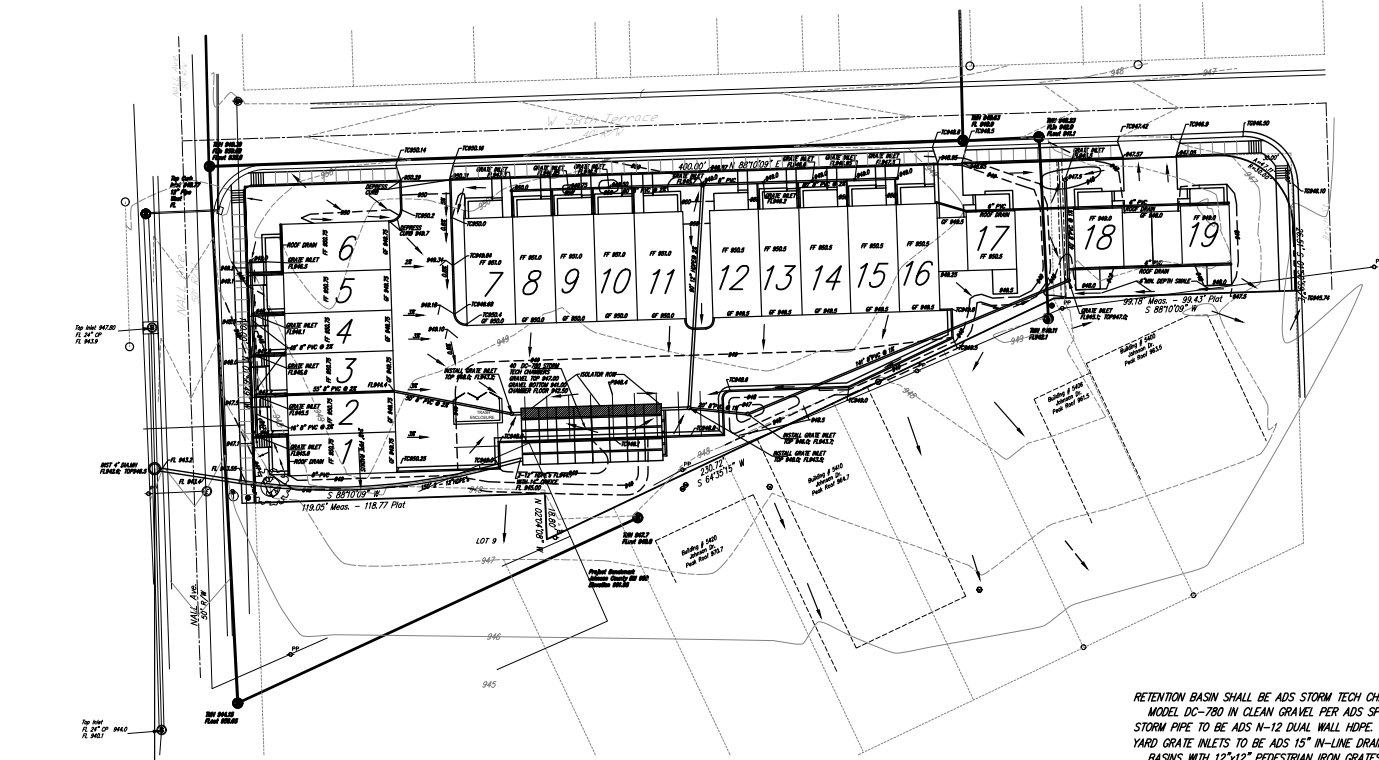
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ROBERT C. WESSEL P.E.
 consulting engineer
 4085 NORTH KOLB ROAD
 TUCSON, ARIZONA 85750
 913-207-6118
 EMAIL: r.wessel@rcwr.com

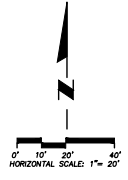
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 7528 WEST 79TH ST.
 OVERLAND PARK, KANSAS

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ROBERT C. WESSEL
 LICENSED
 PROFESSIONAL ENGINEER
 7183
 08/15/22
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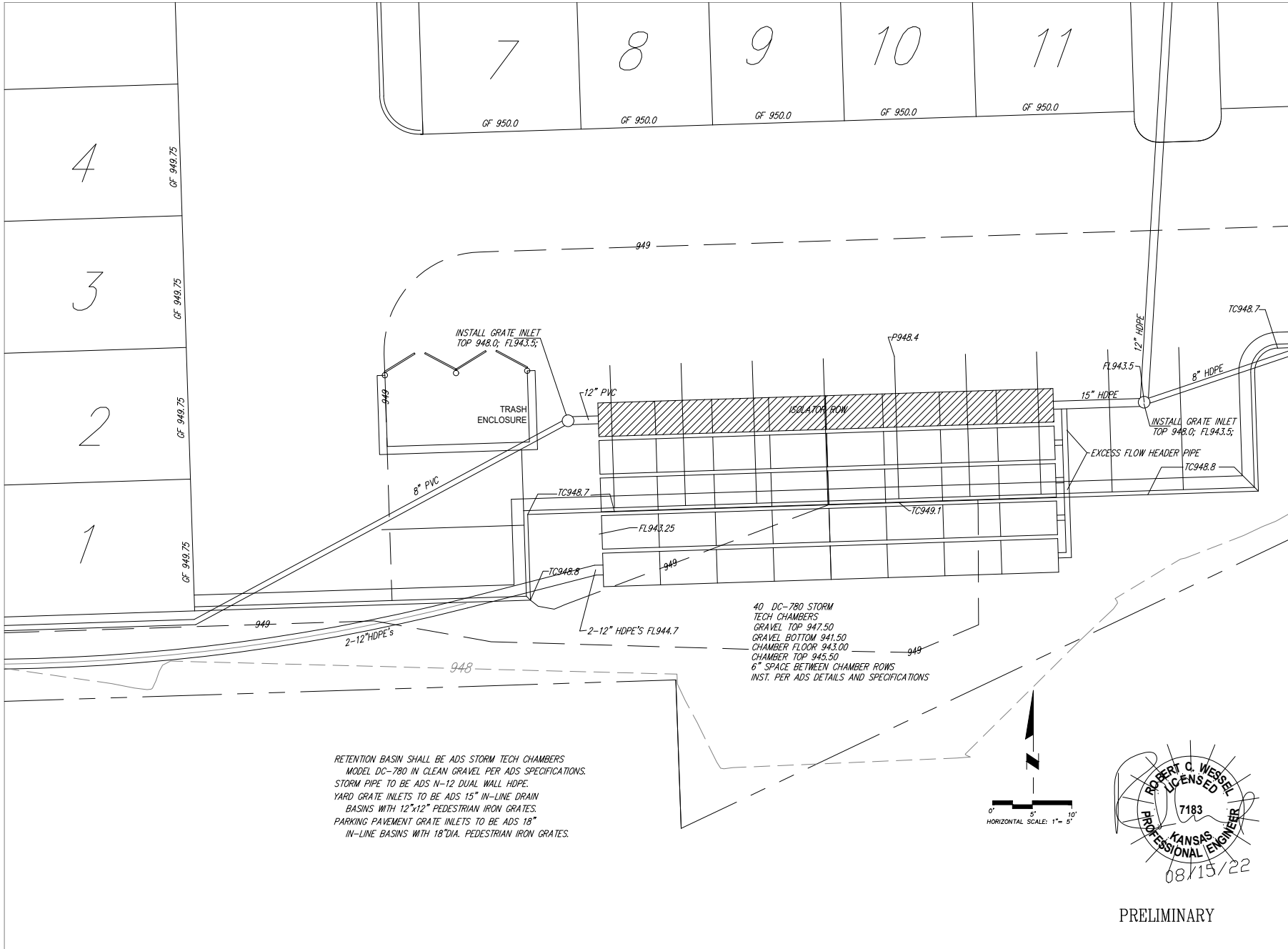
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ROBERT C. WESSEL, P.E.
 Consulting Engineer
 4085 NORTH KOLB ROAD
 TUCSON, ARIZONA 85750
 913-207-8018
 EMAIL: rcw@rcweng.com

PREPARED FOR:
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& RESTORATION
 2500 WEST 43RD STREET
 KANSAS CITY, KANSAS 66103

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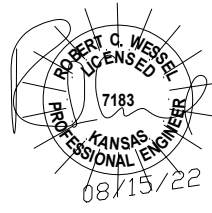
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ROBERT C. WESSEL P.E.
 consulting engineer
 4085 NURTH KOLB RDAD
 TUCSON, ARIZONA 85750
 TEL: 520-288-1118
 EMAIL: rwessel@rcrr.com

**KOENIG BUILDING
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 2500 WEST 43RD STREET
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MISSION VALE TOWNHOMES
 RETENTION BASIN DETAILS
 7528 WEST 79TH ST.
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ROBERT C. WESSEL P.E.

consulting engineer
4085 NORTH KOLB ROAD
TUCSON, ARIZONA 85750
913-207-6118
EMAIL rwessel@kc.rr.com



August 15, 2022

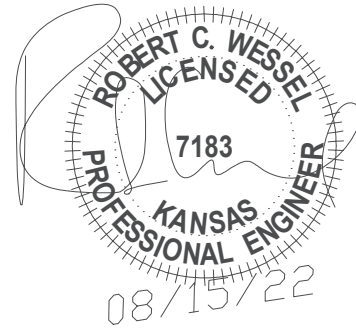
*STORMWATER MANAGEMENT STUDY
SKYLINE PROPERTIES LLC
MISSION VALE TOWNHOMES
58th TERRACE & NALL AVENUE
MISSION, KANSAS*

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PAGE 34 NRCS SOIL TYPE DATA*

ROBERT C. WESSEL P.E.

consulting engineer
4085 NORTH KOLB ROAD
TUCSON, ARIZONA 85750
913-207-6118
EMAIL rwessel@kc.rr.com



August 15, 2022

STORMWATER MANAGEMENT STUDY
SKYLINE PROPETIE LLC
MISSION VALE TOWNHOMES
58th TERRACE & NALL AVENUE
MISSION, KANSAS

Mission Vale Townhomes project is located on a 42,620 s.f.(0.978 acre) site on the southeast corner of 58th Terrace and Nall Avenue. The site included 5 structures, 3 of which have recently been removed. The estimated total impervious area was 15,366 s.f. (CN=83). There is no off-site drainage flowing onto the site. The existing drainage patterns generally flow south between commercial buildings to and along Johnson Drive. A small strip of land along Nall Avenue flows onto Nall. Another small existing building and parking lot flow onto Birch Avenue. Runoff on Nall flows south to Johnson Drive to a curb inlet. Runoff onto Birch flows south to Johnson Drive then east to curb inlets. We are not aware of any specific drainage problems in the vicinity.

The plan proposes construction of 19 townhouse units. 6 units front on Nall and the remainder on 58th Terrace. The plan proposes 30,221 s.f. (CN=93) of impervious surfaces. Total developed runoff from the site is 10.46 cfs (0.528 ac-ft) without detention or retention. Existing 1% event runoff from the site is 9.55 cfs (0.457 ac-ft). The 1% event increase in runoff volume is 0.071 ac-ft (3,093 c.f.).

The site, in the Rock Creek drainage shed of Brush Creek, is not in a flood plain. The Corps of Engineers, FEMA, and DWR have no concerns on this project.

PROJECT CONCERNS:

The project site generally flows onto and between existing commercial buildings on Johnson Drive. We are not aware of any drainage easements or other provisions that are in place for the runoff flow routes between the buildings. Regardless, it is important to provide an adequate drainage system and avoid potential conflicts with neighboring properties.

The site is less than an acre. Mission and APWA do not require stormwater treatment on projects less than an acre. The site soil is the "Sharsburg Urban Land Complex" per NRCS soils report. The soil has an average Ksat of 0.4 inches per hour and a depth of over 3 feet to limiting layers.

The city has indicated this project will require detention. We assume this is generated by the capacity of the storm sewer systems on Johnson Drive and backups from Rock Creek. Per Mission Stormwater Management documentation, the peak flow rates from the site must be less than the existing peak flows for the 1, 10, and 100 year events.

In spite of the above, the developer will provide facilities to control and treat the runoff.

PROJECT STORMWATER DESIGN:

All calculations are generated using Hydrocad Software, SCS Type II 24 hour storm distributions, Modified Plus routing.

Almost all roof drains and pavement flow into the retention basin. Building units 18 and 19 driveway and unit 19 entry flow onto 58th Terrace. All roof drain downspouts will have trash separators and all inlets will have limited small openings to limit trash entry into the basin. The proposed basin uses 40 STORM TECH chambers on and covered with clean gravel wrapped in fabric to store and provide infiltration treatment generated by the project.

The selection of this type of facility routes almost all of the surface discharge away from the commercial properties. The facility proposes routing discharge via two 12" hdpe pipes to a new manhole on the west side of Nall. The infiltration basin will provide adequate treatment, retention, and detention. Routing the project discharge is a challenge due to existing utilities along Nall and the depth of the existing 24"RCP storm sewer on the west side of Nall. We have generated all the information available on the location and depth of the various utilities. The water line and gas line on the east side of Nall are practicably on top of each other. There does appear to be enough room between them to install 12" hdpe pipes. We are directing the developer and contractor to excavate and confirm the exact locations and elevations of the lines prior to construction. This will confirm the proposed elevation of the storm pipes and, if necessary, adjust the utilities to allow installation of the storm pipes.

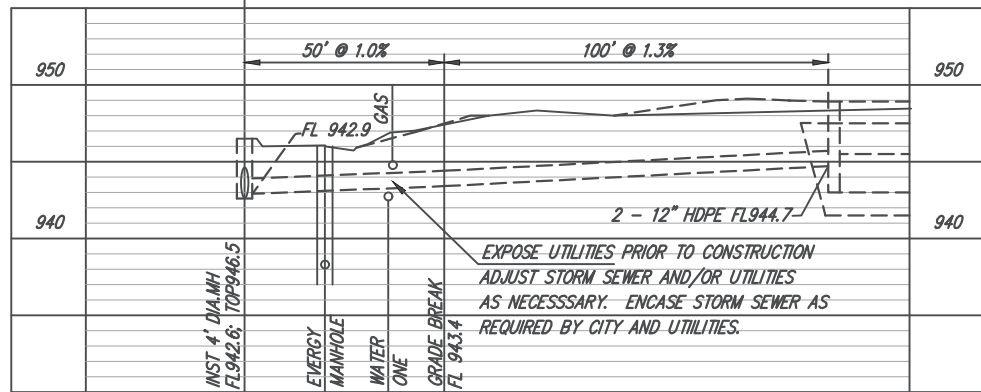
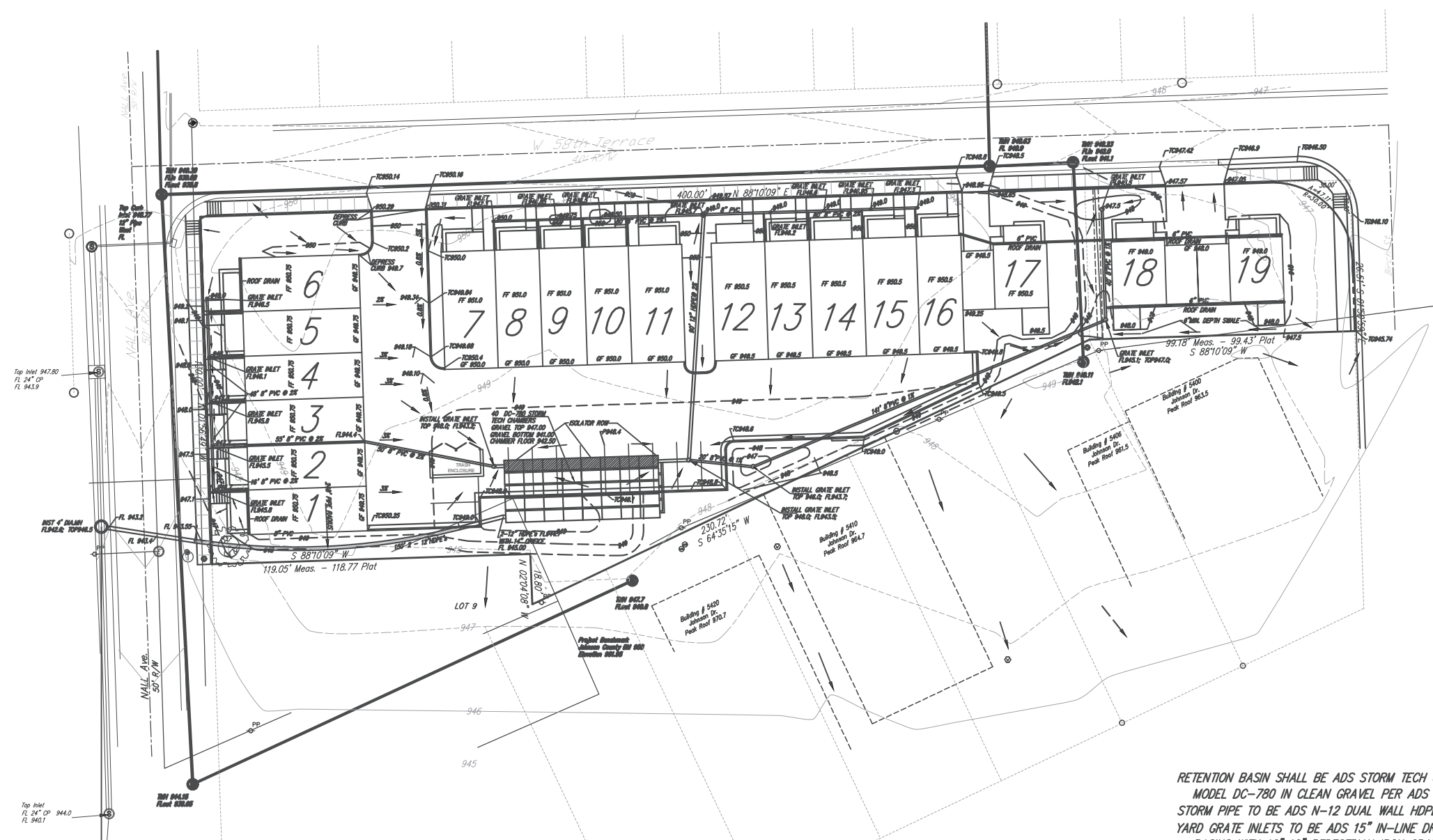
The portion of the site peak discharges, not routed through the basin, are 0.45cfs (1yr), 0.88cfs (10yr), and 1.41cfs (100yr) flows. The basin peak discharges are 3.56cfs (1yr), 5.97cfs (10yr), and 8.42cfs (100yr). Total peak discharges from the project are 3.96cfs (1yr), 6.82cfs (10yr), and 9.76cfs (100yr).

The capacity of the existing 24"RCP storm sewer on Nall is 38.4cfs. The drainage shed area above the entrance to this section of pipe is 6.9 acres of residential ($d=0.51$). 10 year runoff at the point of concern is 19.7 cfs and 100 year is 34.8 cfs. Noting the area storm sewer design when the sewers were installed was 10 year with a c of 0.40, it is highly unlikely that the storm sewer system intake capabilities would intercept all of the 100 year flows. There is adequate capacity in the system for the 10 year event without overflow onto the street.

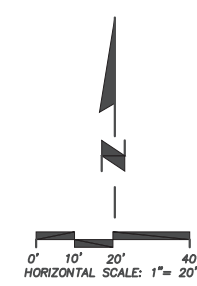
The average infiltration rate of the basin is 0.4"/hr per NRCS. The 6 feet overall depth, (1,600s.f. of contact surface) provides 6,000c.f. total water volume storage and 2,500c.f. water volume below the discharge pipes. Infiltration will take 47 hours.

SUMMARY

The proposed design limits total drainage from the site to 3.96 cfs or less from the all storms up to a 1 year event. The non detained portion of the site sheet flows onto the street without concentration. A very small portion of the proposed grass surface will continue to flow between buildings reducing those flows to negligible amounts. The infiltration basin provides treatment not required for the project. The site stormwater plan reduces total volume discharges by the first 2,500 c.f. of runoff for all storms. The design significantly minimizes discharge from the site between commercial buildings on Johnson Drive. The stormwater management plan for this project significantly improves runoff and water quality from this site.



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ROBERT C. WESSEL
LICENSED PROFESSIONAL ENGINEER
7183
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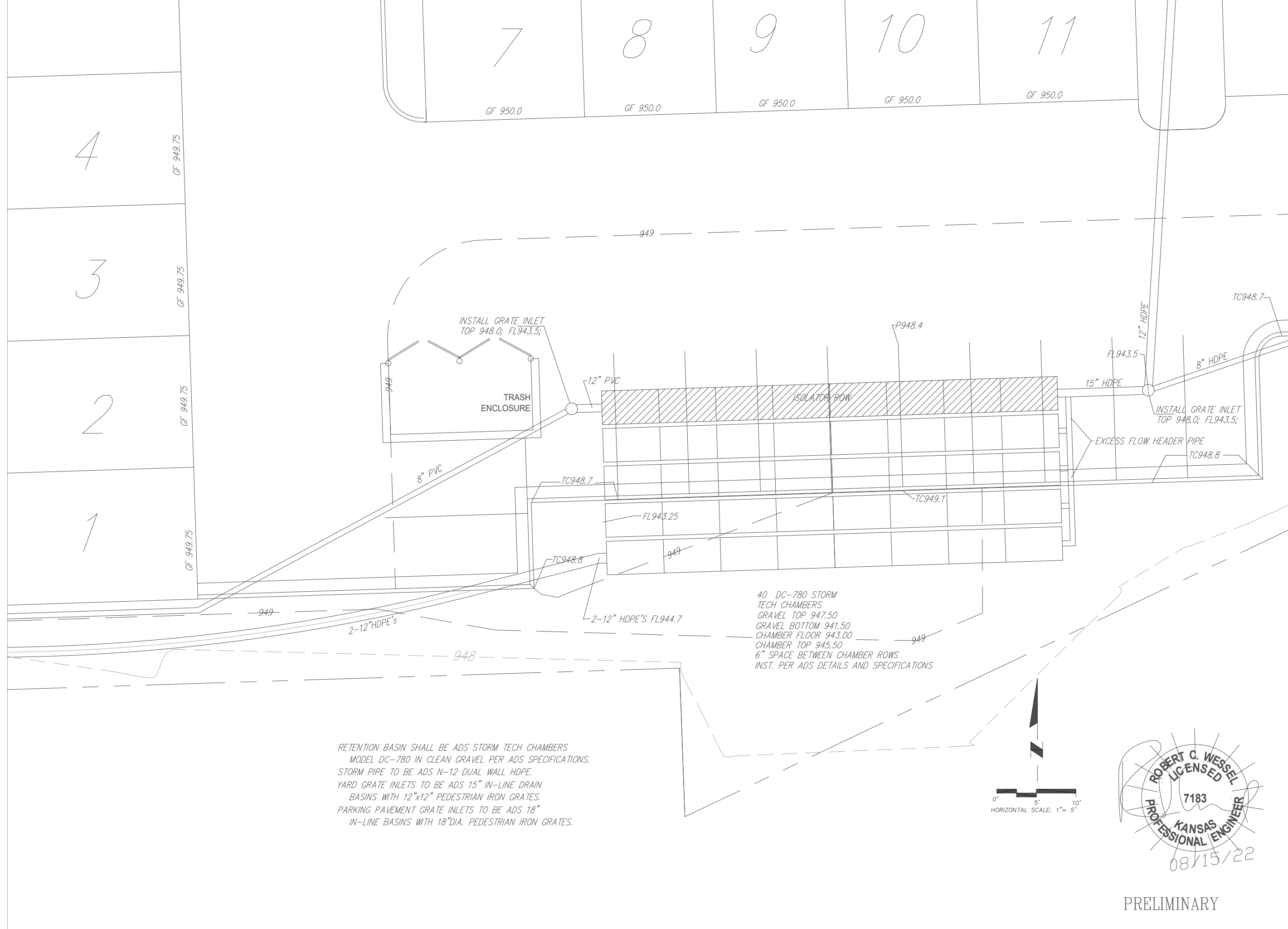
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ROBERT C. WESSEL P.E.
consulting engineer
4085 NORTH KOLB ROAD
TUCSON, ARIZONA 85750
913-207-6118
EMAIL: r.wessel@kcrr.com

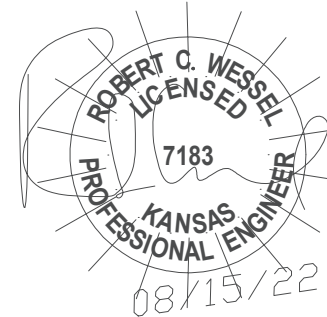
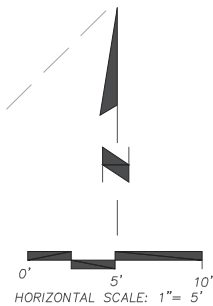
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ROBERT C. WESSEL P.E.
consulting engineer
4085 NORTH KOLB ROAD
TUCSON, ARIZONA 85750
913-207-6118
EMAIL: rwessel@rcr.com

**KOENIG BUILDING
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2500 WEST 43RD STREET
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0 30 60

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0' 25' 50' 100'
HORIZONTAL SCALE: 1" = 50'

ROBERT C. WESSEL
LICENSED
7183
KANSAS
PROFESSIONAL ENGINEER
08/15/22

SHEET NO. CS X 30	EXISTING AERIAL MAP STORMWATER MANAGEMENT STUDY 7528 WEST 79TH ST. OVERLAND PARK, KANSAS	PREPARED FOR: KOENIG BUILDING & RESTORATION 2500 WEST 43RD STREET KANSAS CITY, KANSAS 66103	ROBERT C. WESSEL P.E. consulting engineer 4085 NORTH KOLB ROAD TUCSON, ARIZONA 85750 913-207-6118 EMAIL rwessel@kc.rr.com	JOB NO.: RCW0311 FIELD BK./PG.: XX/XX ISSUES / REVISIONS: PRELIMINARY ISSUE	DRAWN: RPP CHECKED: RCW DATE 08-15-22
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DA = 6.90 AC.

c = 0.51

H = 40 FT.

L = 1,500 FT.

S = 2.67%

Ti = 10 min.

Ti = 2.5 min.

Tc = 12.5 min.

i10 = 5.6

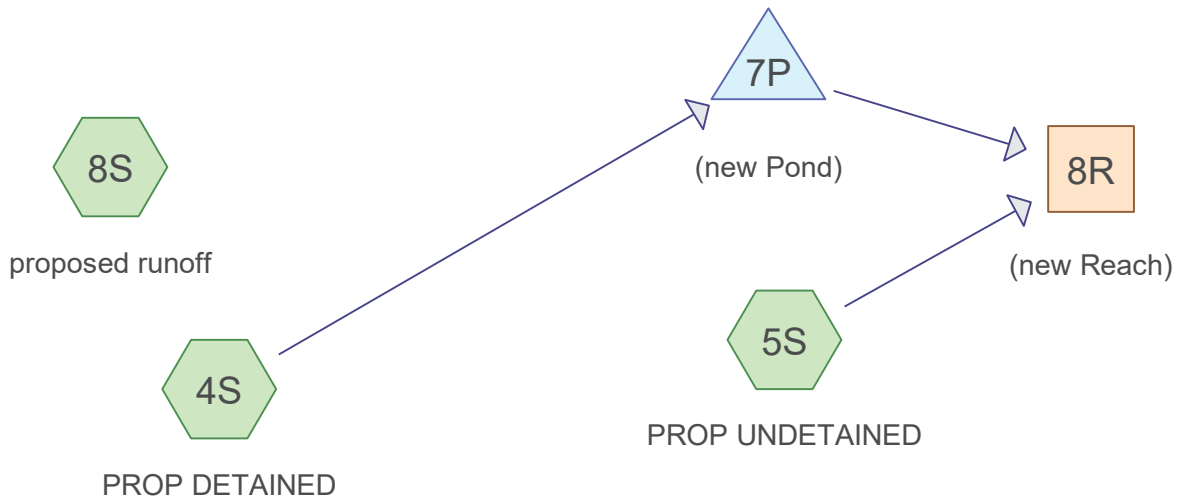
i100 = 7.9

Q10 = 19.7cfs

i100 = 34.8cfs

Brush Creek

58th Ter



KOENIG 55TH TERR AND NALL 081522

Prepared by HP

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Page 2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.828	94	(4S)
0.151	80	(5S)
0.978	91	(8S)
1.957	91	TOTAL AREA

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Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.000	HSG C	
0.000	HSG D	
1.957	Other	4S, 5S, 8S
1.957		TOTAL AREA

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Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.000	0.000	0.000	1.957	1.957		4S, 5S, 8S
0.000	0.000	0.000	0.000	1.957	1.957	TOTAL AREA	

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Pipe Listing (all nodes)

Line#	Node Number	In-Invert (feet)	Out-Invert (feet)	Length (feet)	Slope (ft/ft)	n	Diam/Width (inches)	Height (inches)	Inside-Fill (inches)
1	7P	944.70	943.40	100.0	0.0130	0.012	12.0	0.0	0.0
2	7P	944.70	943.40	100.0	0.0130	0.012	12.0	0.0	0.0

KOENIG 55TH TERR AND NALL 081522

Type II 24-hr 1% Rainfall=8.00"

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Page 6

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 4S: PROP DETAINED Runoff Area=36,046 sf 0.00% Impervious Runoff Depth>6.76"
 Tc=6.0 min CN=94 Runoff=9.04 cfs 0.466 af

Subcatchment 5S: PROP UNDETAINED Runoff Area=6,574 sf 0.00% Impervious Runoff Depth>5.26"
 Tc=6.0 min CN=80 Runoff=1.41 cfs 0.066 af

Subcatchment 8S: proposed runoff Runoff Area=42,620 sf 0.00% Impervious Runoff Depth>6.47"
 Tc=6.0 min CN=91 Runoff=10.46 cfs 0.528 af

Reach 8R: (new Reach) Avg. Flow Depth=0.48' Max Vel=3.41 fps Inflow=9.78 cfs 0.472 af
 n=0.022 L=10.0' S=0.0100 '/ Capacity=40.68 cfs Outflow=9.76 cfs 0.472 af

Pond 7P: (new Pond) Peak Elev=946.44' Storage=3,840 cf Inflow=9.04 cfs 0.466 af
 Outflow=8.42 cfs 0.406 af

Total Runoff Area = 1.957 ac Runoff Volume = 1.060 af Average Runoff Depth = 6.50"
100.00% Pervious = 1.957 ac 0.00% Impervious = 0.000 ac

KOENIG 55TH TERR AND NALL 081522

Type II 24-hr 1% Rainfall=8.00"

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Summary for Subcatchment 4S: PROP DETAINED

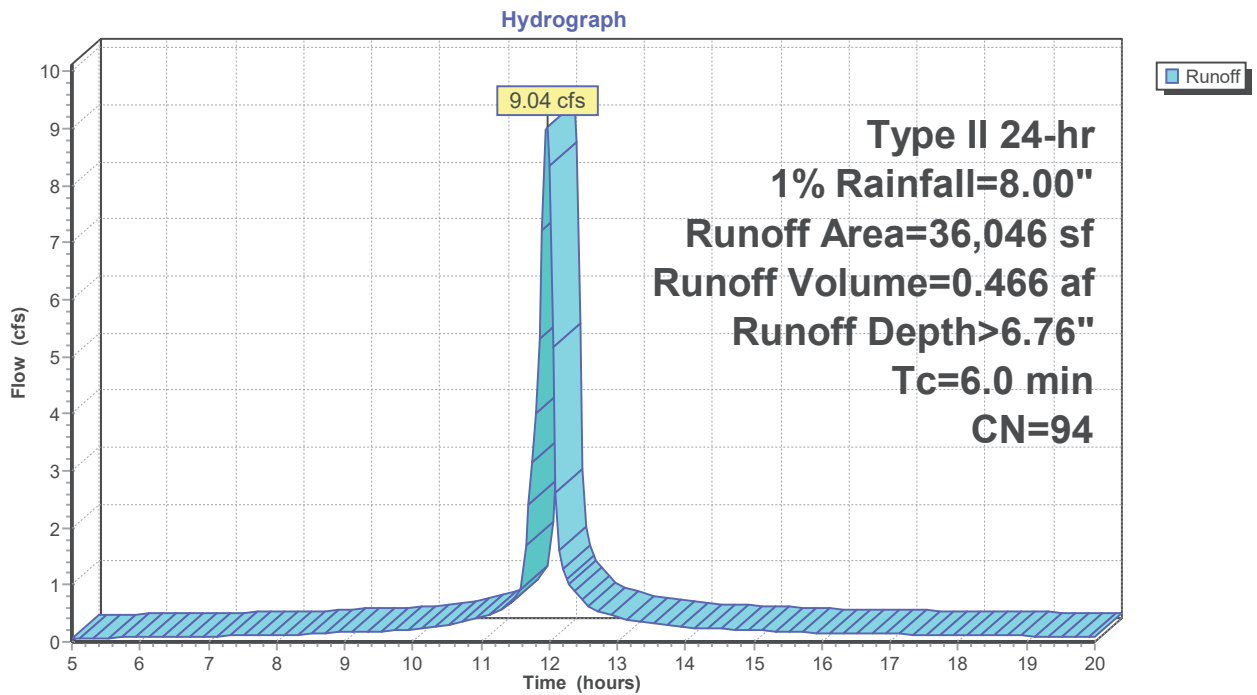
Runoff = 9.04 cfs @ 11.96 hrs, Volume= 0.466 af, Depth> 6.76"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 1% Rainfall=8.00"

Area (sf)	CN	Description
* 36,046	94	
36,046		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 4S: PROP DETAINED



KOENIG 55TH TERR AND NALL 081522

Type II 24-hr 1% Rainfall=8.00"

Prepared by HP

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Summary for Subcatchment 5S: PROP UNDETAINED

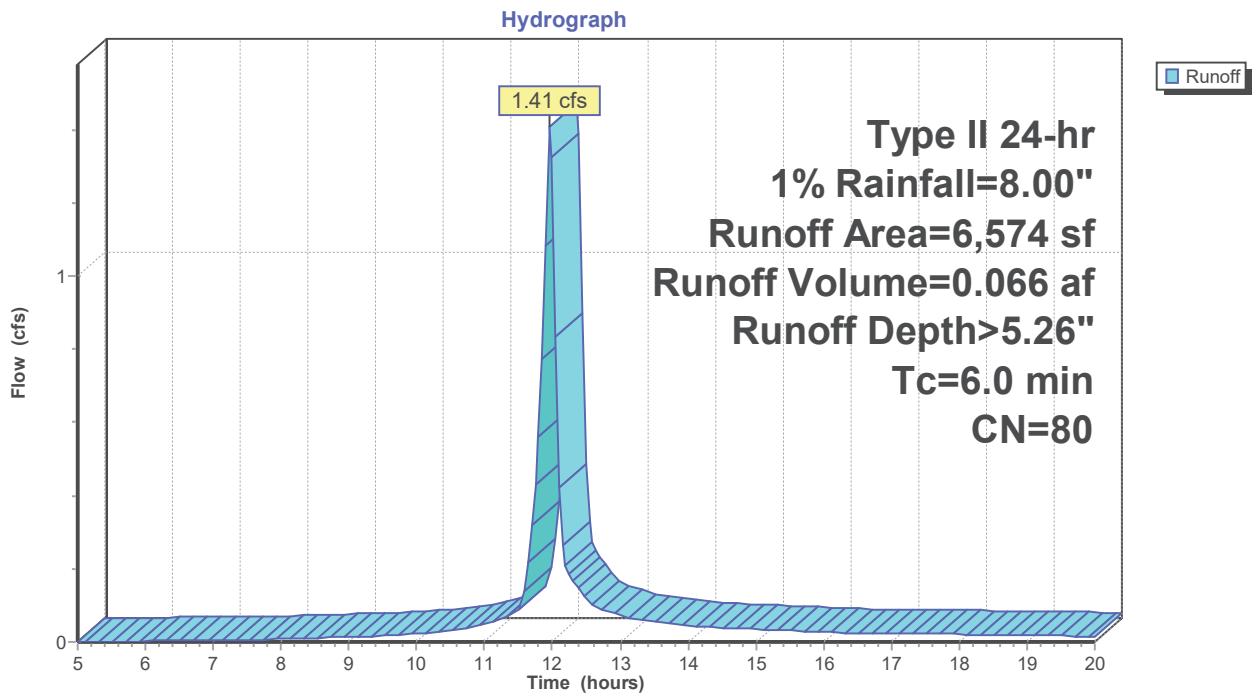
Runoff = 1.41 cfs @ 11.97 hrs, Volume= 0.066 af, Depth> 5.26"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 1% Rainfall=8.00"

Area (sf)	CN	Description
* 6,574	80	
6,574		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 5S: PROP UNDETAINED



KOENIG 55TH TERR AND NALL 081522

Type II 24-hr 1% Rainfall=8.00"

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Summary for Subcatchment 8S: proposed runoff

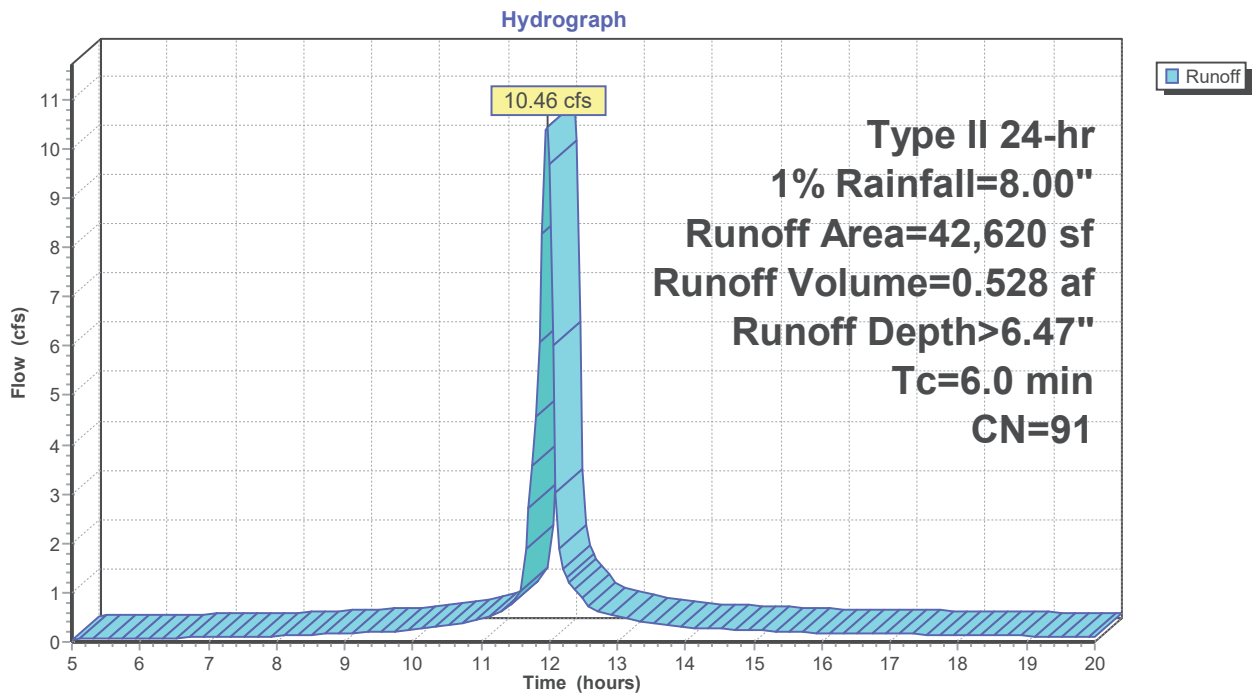
Runoff = 10.46 cfs @ 11.96 hrs, Volume= 0.528 af, Depth> 6.47"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 1% Rainfall=8.00"

Area (sf)	CN	Description
* 42,620	91	
42,620		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 8S: proposed runoff



Summary for Reach 8R: (new Reach)

[81] Warning: Exceeded Pond 7P by 4.49' @ 5.00 hrs

Inflow Area = 0.978 ac, 0.00% Impervious, Inflow Depth > 5.79" for 1% event
 Inflow = 9.78 cfs @ 11.99 hrs, Volume= 0.472 af
 Outflow = 9.76 cfs @ 11.99 hrs, Volume= 0.472 af, Atten= 0%, Lag= 0.1 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 3.41 fps, Min. Travel Time= 0.0 min
 Avg. Velocity = 0.83 fps, Avg. Travel Time= 0.2 min

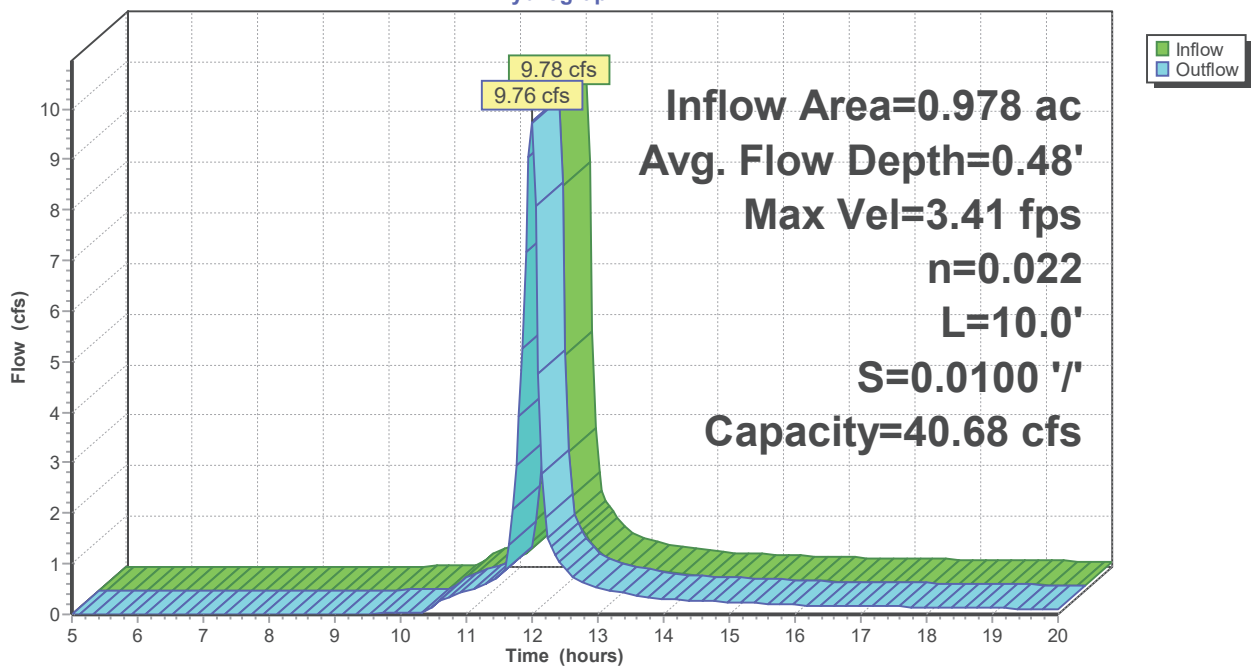
Peak Storage= 29 cf @ 11.99 hrs
 Average Depth at Peak Storage= 0.48'
 Bank-Full Depth= 1.00' Flow Area= 8.0 sf, Capacity= 40.68 cfs

4.00' x 1.00' deep channel, n= 0.022 Earth, clean & straight
 Side Slope Z-value= 4.0 '/' Top Width= 12.00'
 Length= 10.0' Slope= 0.0100 '/'
 Inlet Invert= 946.00', Outlet Invert= 945.90'



Reach 8R: (new Reach)

Hydrograph



Summary for Pond 7P: (new Pond)

[82] Warning: Early inflow requires earlier time span

Inflow Area = 0.828 ac, 0.00% Impervious, Inflow Depth > 6.76" for 1% event
 Inflow = 9.04 cfs @ 11.96 hrs, Volume= 0.466 af
 Outflow = 8.42 cfs @ 11.99 hrs, Volume= 0.406 af, Atten= 7%, Lag= 1.9 min
 Primary = 8.42 cfs @ 11.99 hrs, Volume= 0.406 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 946.44' @ 11.99 hrs Surf.Area= 560 sf Storage= 3,840 cf

Plug-Flow detention time= 80.1 min calculated for 0.406 af (87% of inflow)
 Center-of-Mass det. time= 37.9 min (773.4 - 735.5)

Volume	Invert	Avail.Storage	Storage Description
#1	941.50'	6,328 cf	Custom Stage Data (Prismatic) Listed below
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
941.50	560	0	0
943.00	560	840	840
943.01	990	8	848
945.50	990	2,465	3,313
945.51	560	8	3,321
948.00	560	1,394	4,715
948.01	10	3	4,718
948.50	10	5	4,723
948.51	1,855	9	4,732
949.00	4,658	1,596	6,328

Device	Routing	Invert	Outlet Devices
#1	Primary	944.70'	12.0" Round Culvert L= 100.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 944.70' / 943.40' S= 0.0130 '/ Cc= 0.900 n= 0.012, Flow Area= 0.79 sf
#2	Primary	944.70'	12.0" Round Culvert L= 100.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 944.70' / 943.40' S= 0.0130 '/ Cc= 0.900 n= 0.012, Flow Area= 0.79 sf

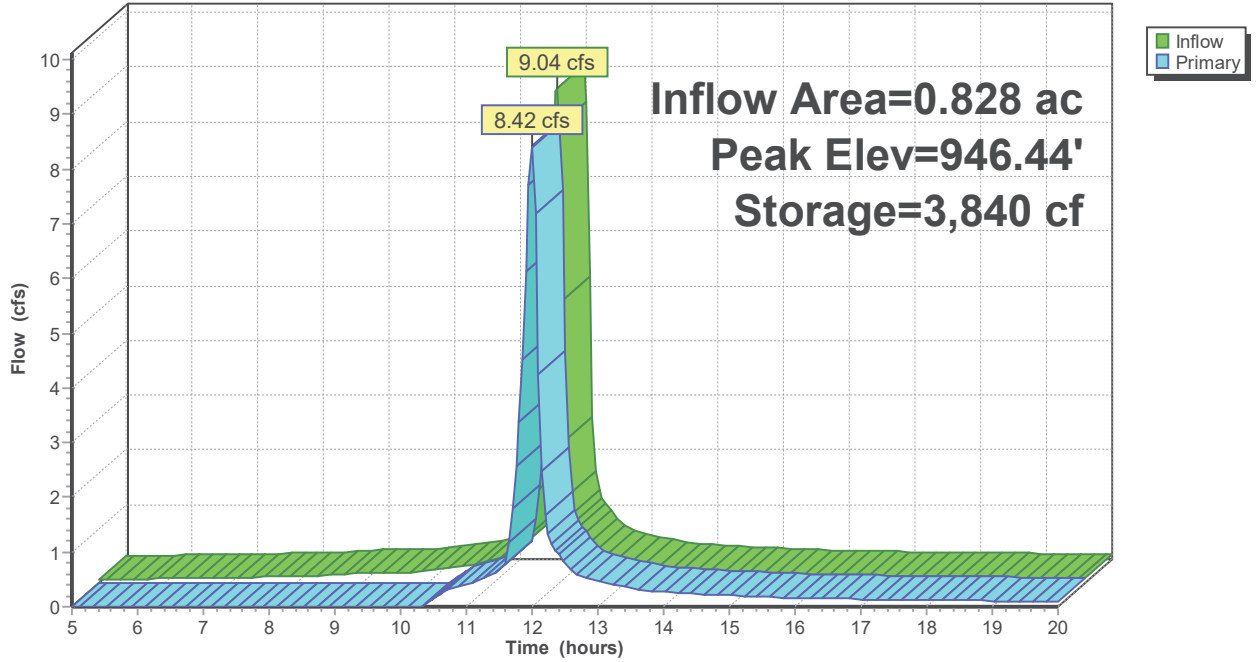
Primary OutFlow Max=8.31 cfs @ 11.99 hrs HW=946.41' (Free Discharge)

↑ **1=Culvert** (Inlet Controls 4.16 cfs @ 5.29 fps)

↓ **2=Culvert** (Inlet Controls 4.16 cfs @ 5.29 fps)

Pond 7P: (new Pond)

Hydrograph



Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 4S: PROP DETAINED Runoff Area=36,046 sf 0.00% Impervious Runoff Depth>4.58"
 Tc=6.0 min CN=94 Runoff=6.23 cfs 0.316 af

Subcatchment 5S: PROP UNDETAINED Runoff Area=6,574 sf 0.00% Impervious Runoff Depth>3.18"
 Tc=6.0 min CN=80 Runoff=0.88 cfs 0.040 af

Subcatchment 8S: proposed runoff Runoff Area=42,620 sf 0.00% Impervious Runoff Depth>4.28"
 Tc=6.0 min CN=91 Runoff=7.09 cfs 0.349 af

Reach 8R: (new Reach) Avg. Flow Depth=0.40' Max Vel=3.06 fps Inflow=6.83 cfs 0.296 af
 n=0.022 L=10.0' S=0.0100 '/ Capacity=40.68 cfs Outflow=6.82 cfs 0.296 af

Pond 7P: (new Pond) Peak Elev=945.82' Storage=3,495 cf Inflow=6.23 cfs 0.316 af
 Outflow=5.97 cfs 0.256 af

Total Runoff Area = 1.957 ac Runoff Volume = 0.705 af Average Runoff Depth = 4.32"
100.00% Pervious = 1.957 ac 0.00% Impervious = 0.000 ac

KOENIG 55TH TERR AND NALL 081522

Type II 24-hr 10% Rainfall=5.60"

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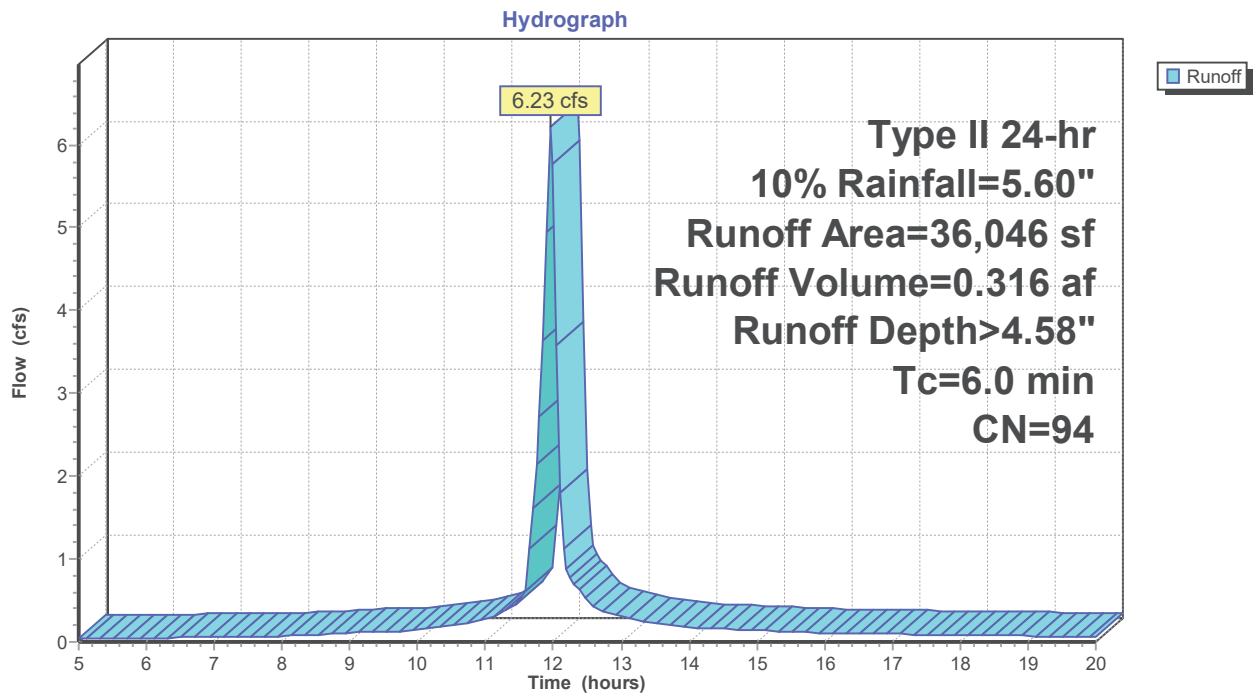
Summary for Subcatchment 4S: PROP DETAINED

Runoff = 6.23 cfs @ 11.96 hrs, Volume= 0.316 af, Depth> 4.58"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 10% Rainfall=5.60"

	Area (sf)	CN	Description
*	36,046	94	
	36,046		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 4S: PROP DETAINED

KOENIG 55TH TERR AND NALL 081522

Type II 24-hr 10% Rainfall=5.60"

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Summary for Subcatchment 5S: PROP UNDETAINED

Runoff = 0.88 cfs @ 11.97 hrs, Volume= 0.040 af, Depth> 3.18"

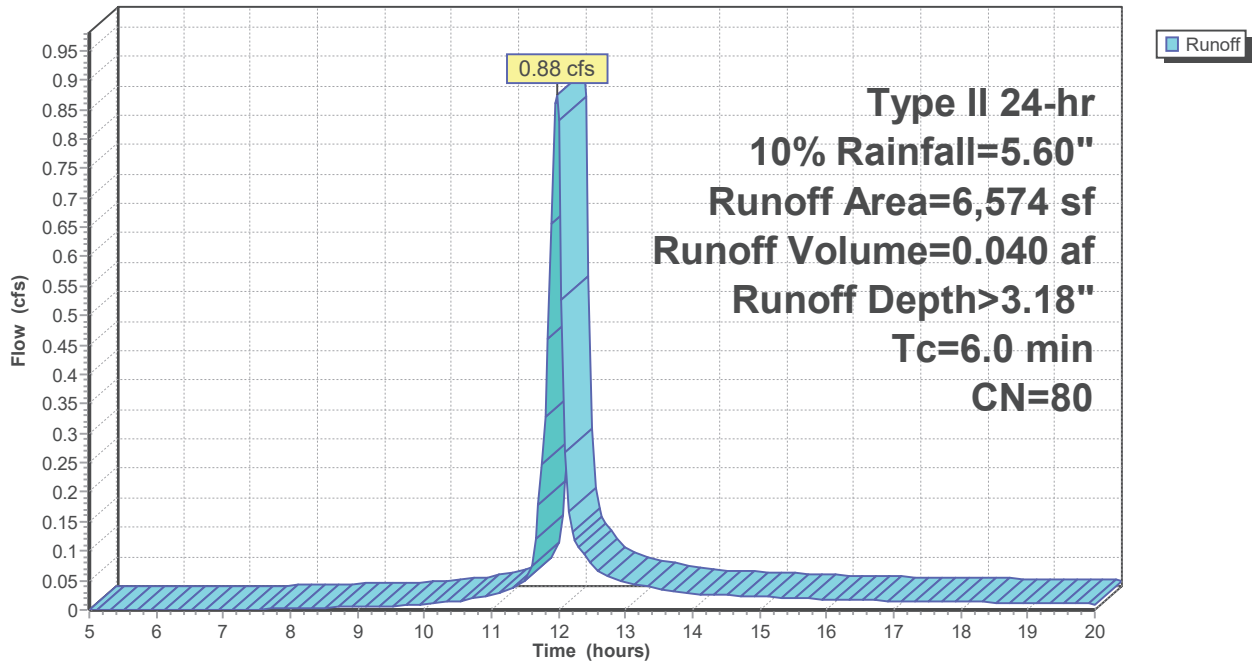
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type II 24-hr 10% Rainfall=5.60"

Area (sf)	CN	Description
* 6,574	80	
6,574		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 5S: PROP UNDETAINED

Hydrograph



KOENIG 55TH TERR AND NALL 081522

Type II 24-hr 10% Rainfall=5.60"

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Summary for Subcatchment 8S: proposed runoff

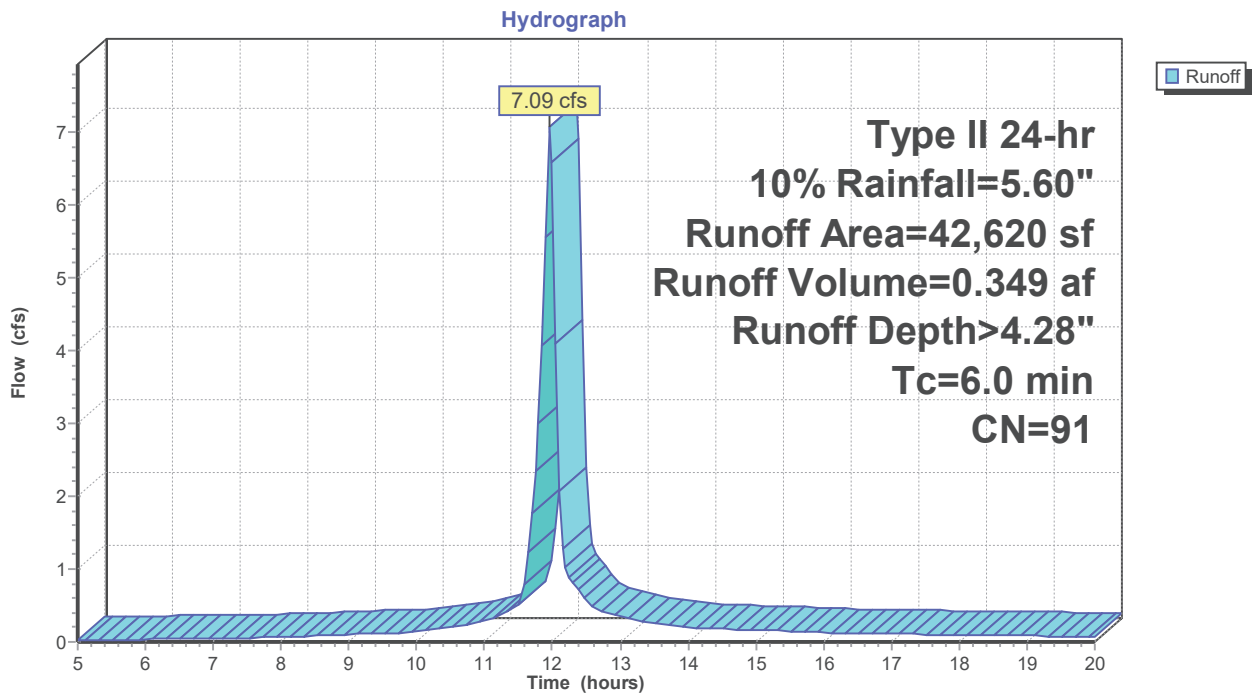
Runoff = 7.09 cfs @ 11.96 hrs, Volume= 0.349 af, Depth> 4.28"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 10% Rainfall=5.60"

Area (sf)	CN	Description
* 42,620	91	
42,620		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 8S: proposed runoff



Summary for Reach 8R: (new Reach)

[81] Warning: Exceeded Pond 7P by 4.49' @ 5.00 hrs

Inflow Area = 0.978 ac, 0.00% Impervious, Inflow Depth > 3.63" for 10% event
 Inflow = 6.83 cfs @ 11.99 hrs, Volume= 0.296 af
 Outflow = 6.82 cfs @ 11.99 hrs, Volume= 0.296 af, Atten= 0%, Lag= 0.1 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 3.06 fps, Min. Travel Time= 0.1 min
 Avg. Velocity = 0.73 fps, Avg. Travel Time= 0.2 min

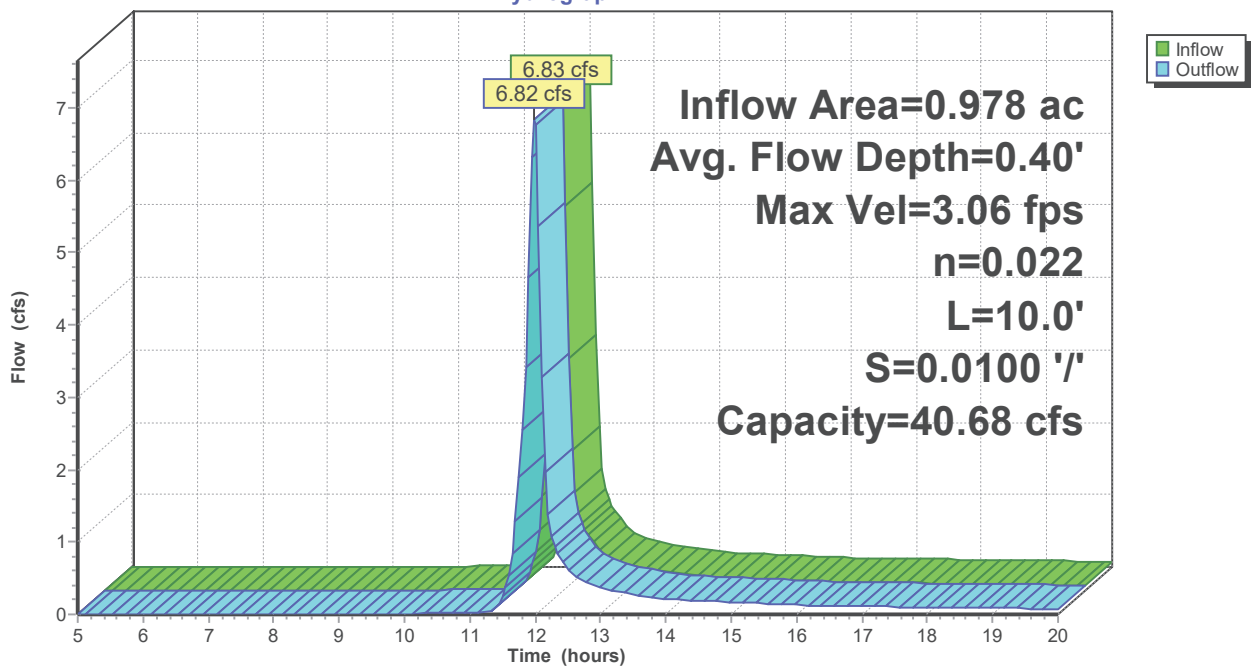
Peak Storage= 22 cf @ 11.99 hrs
 Average Depth at Peak Storage= 0.40'
 Bank-Full Depth= 1.00' Flow Area= 8.0 sf, Capacity= 40.68 cfs

4.00' x 1.00' deep channel, n= 0.022 Earth, clean & straight
 Side Slope Z-value= 4.0 '/' Top Width= 12.00'
 Length= 10.0' Slope= 0.0100 '/'
 Inlet Invert= 946.00', Outlet Invert= 945.90'



Reach 8R: (new Reach)

Hydrograph



Summary for Pond 7P: (new Pond)

[82] Warning: Early inflow requires earlier time span

Inflow Area = 0.828 ac, 0.00% Impervious, Inflow Depth > 4.58" for 10% event
 Inflow = 6.23 cfs @ 11.96 hrs, Volume= 0.316 af
 Outflow = 5.97 cfs @ 11.99 hrs, Volume= 0.256 af, Atten= 4%, Lag= 1.5 min
 Primary = 5.97 cfs @ 11.99 hrs, Volume= 0.256 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 945.82' @ 11.99 hrs Surf.Area= 560 sf Storage= 3,495 cf

Plug-Flow detention time= 97.6 min calculated for 0.256 af (81% of inflow)
 Center-of-Mass det. time= 44.7 min (784.9 - 740.2)

Volume	Invert	Avail.Storage	Storage Description
#1	941.50'	6,328 cf	Custom Stage Data (Prismatic) Listed below
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
941.50	560	0	0
943.00	560	840	840
943.01	990	8	848
945.50	990	2,465	3,313
945.51	560	8	3,321
948.00	560	1,394	4,715
948.01	10	3	4,718
948.50	10	5	4,723
948.51	1,855	9	4,732
949.00	4,658	1,596	6,328

Device	Routing	Invert	Outlet Devices
#1	Primary	944.70'	12.0" Round Culvert L= 100.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 944.70' / 943.40' S= 0.0130 '/ Cc= 0.900 n= 0.012, Flow Area= 0.79 sf
#2	Primary	944.70'	12.0" Round Culvert L= 100.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 944.70' / 943.40' S= 0.0130 '/ Cc= 0.900 n= 0.012, Flow Area= 0.79 sf

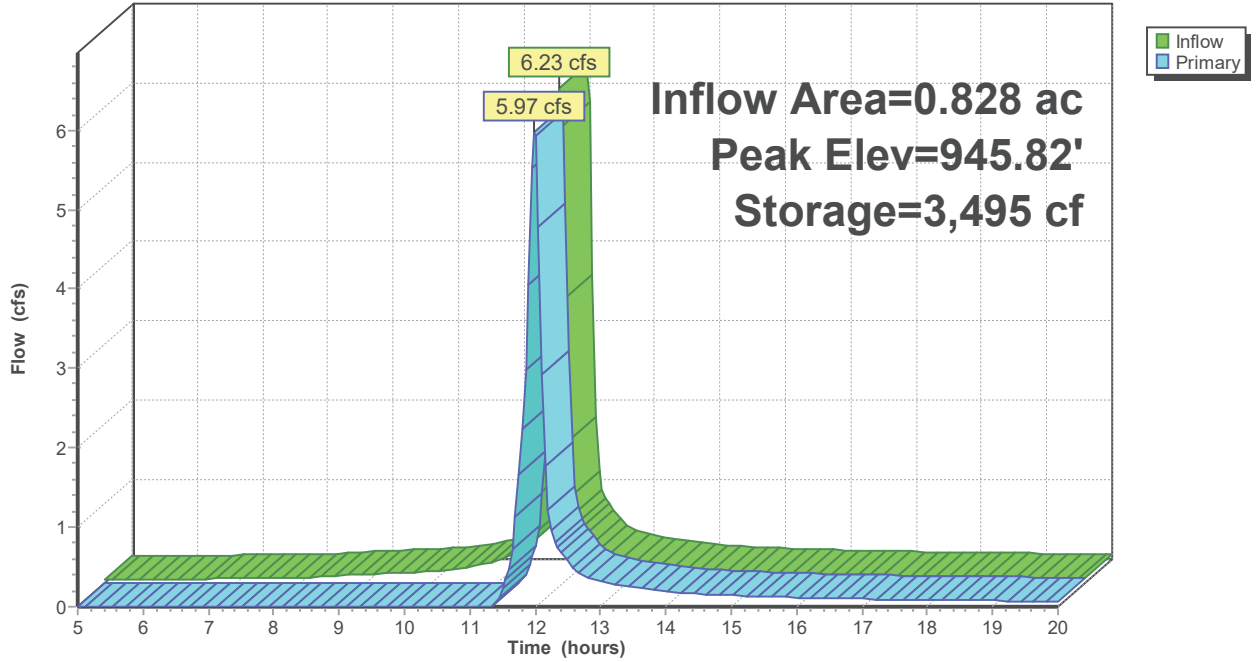
Primary OutFlow Max=5.83 cfs @ 11.99 hrs HW=945.79' (Free Discharge)

↑ **1=Culvert** (Inlet Controls 2.91 cfs @ 3.71 fps)

↓ **2=Culvert** (Inlet Controls 2.91 cfs @ 3.71 fps)

Pond 7P: (new Pond)

Hydrograph



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Type II 24-hr 100% Rainfall=3.60"

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Summary for Subcatchment 4S: PROP DETAINED

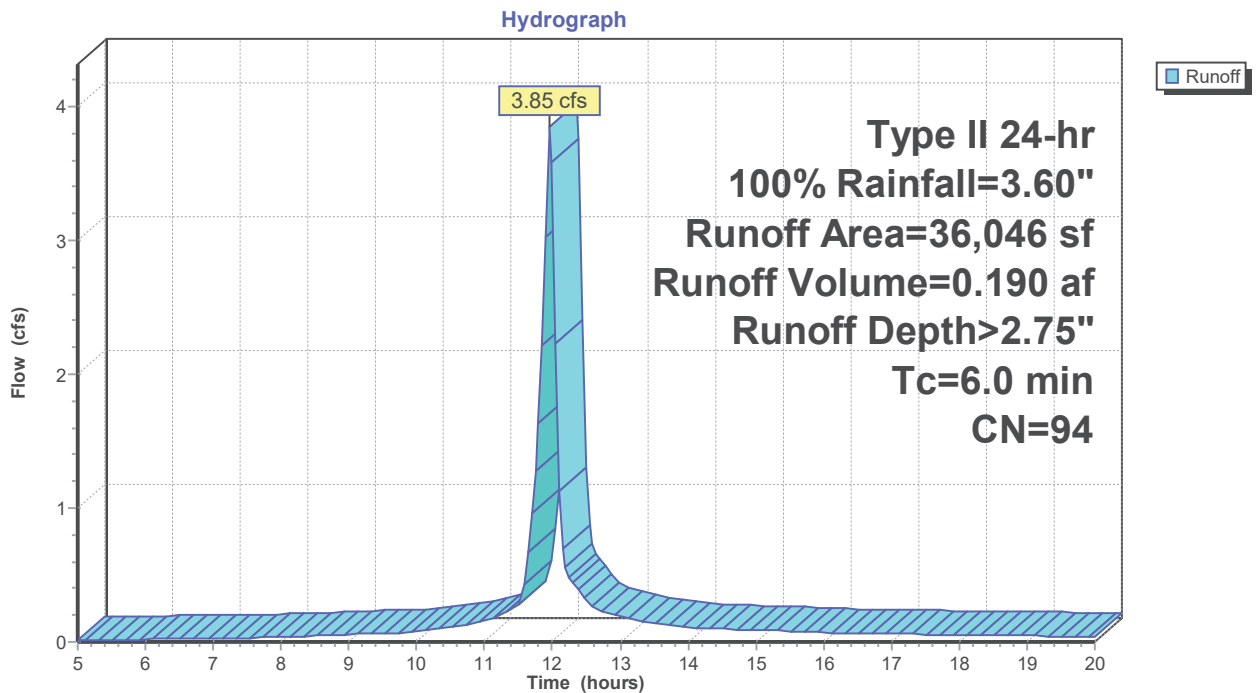
Runoff = 3.85 cfs @ 11.96 hrs, Volume= 0.190 af, Depth> 2.75"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type II 24-hr 100% Rainfall=3.60"

Area (sf)	CN	Description
* 36,046	94	
36,046		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 4S: PROP DETAINED



KOENIG 55TH TERR AND NALL 081522

Type II 24-hr 100% Rainfall=3.60"

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Summary for Subcatchment 5S: PROP UNDETAINED

Runoff = 0.45 cfs @ 11.97 hrs, Volume= 0.020 af, Depth> 1.58"

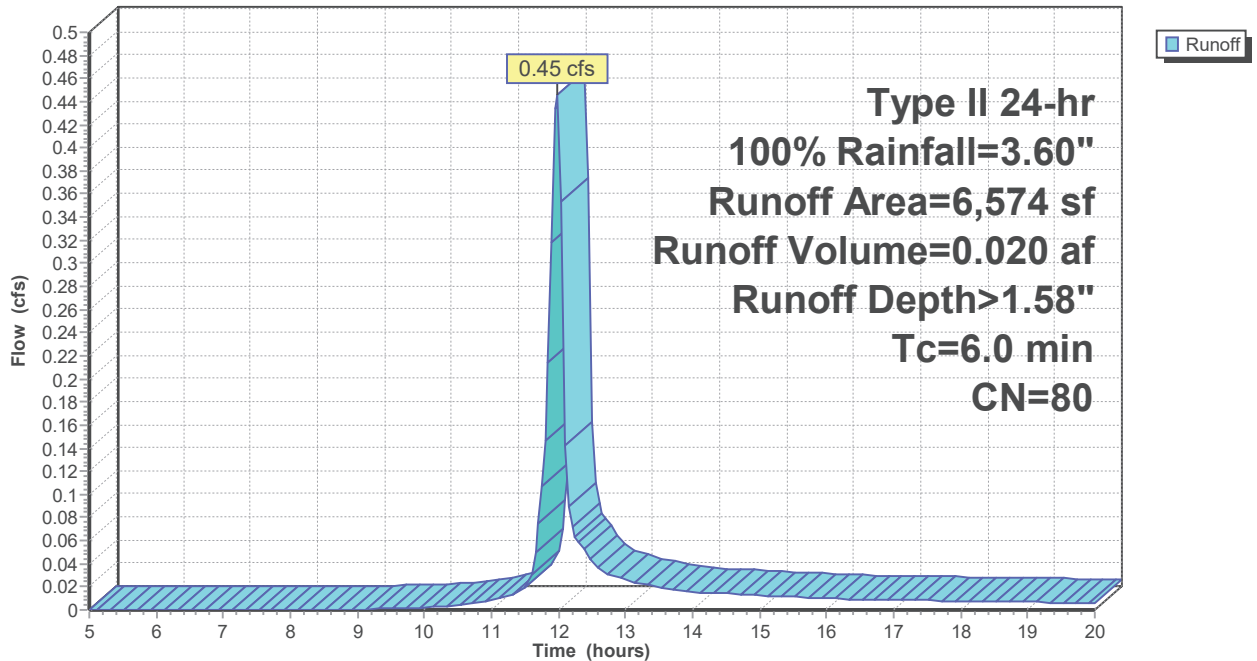
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 100% Rainfall=3.60"

Area (sf)	CN	Description
* 6,574	80	
6,574		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 5S: PROP UNDETAINED

Hydrograph



KOENIG 55TH TERR AND NALL 081522

Type II 24-hr 100% Rainfall=3.60"

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Summary for Subcatchment 8S: proposed runoff

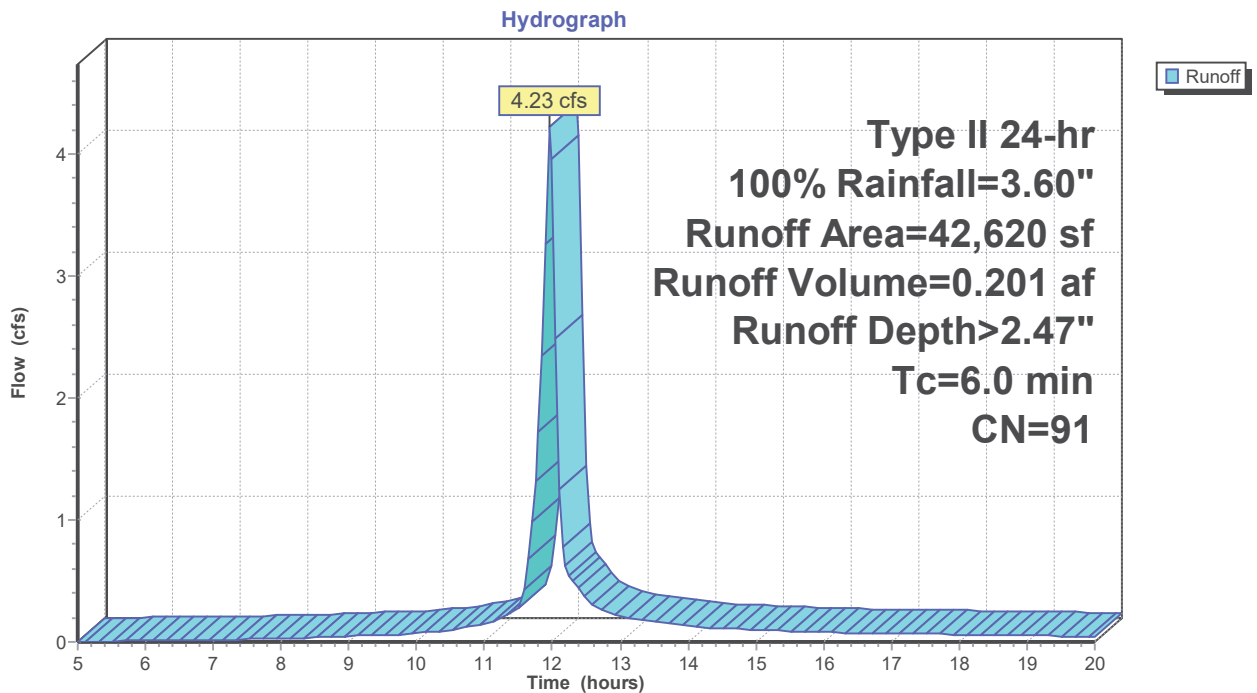
Runoff = 4.23 cfs @ 11.97 hrs, Volume= 0.201 af, Depth> 2.47"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type II 24-hr 100% Rainfall=3.60"

Area (sf)	CN	Description
* 42,620	91	
42,620		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 8S: proposed runoff



Summary for Reach 8R: (new Reach)

[81] Warning: Exceeded Pond 7P by 4.50' @ 5.00 hrs

Inflow Area = 0.978 ac, 0.00% Impervious, Inflow Depth > 1.84" for 100% event
 Inflow = 3.99 cfs @ 12.00 hrs, Volume= 0.150 af
 Outflow = 3.96 cfs @ 12.00 hrs, Volume= 0.150 af, Atten= 1%, Lag= 0.1 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Max. Velocity= 2.59 fps, Min. Travel Time= 0.1 min
 Avg. Velocity = 0.66 fps, Avg. Travel Time= 0.3 min

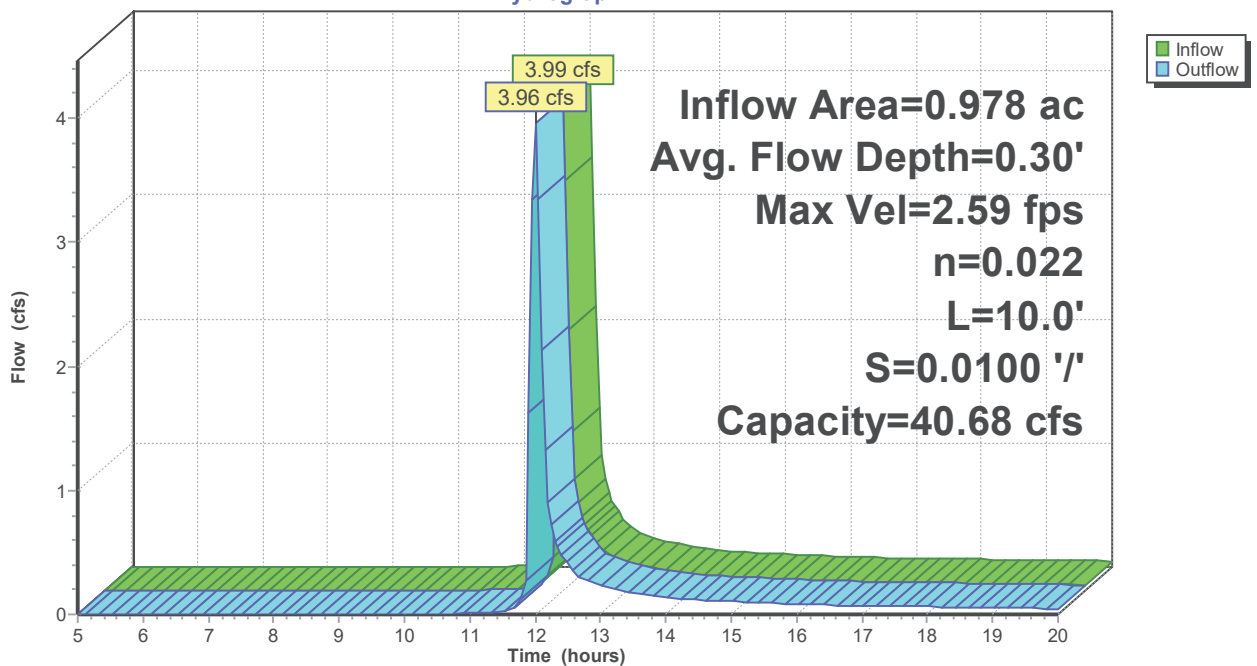
Peak Storage= 15 cf @ 12.00 hrs
 Average Depth at Peak Storage= 0.30'
 Bank-Full Depth= 1.00' Flow Area= 8.0 sf, Capacity= 40.68 cfs

4.00' x 1.00' deep channel, n= 0.022 Earth, clean & straight
 Side Slope Z-value= 4.0 '/ Top Width= 12.00'
 Length= 10.0' Slope= 0.0100 '/
 Inlet Invert= 946.00', Outlet Invert= 945.90'



Reach 8R: (new Reach)

Hydrograph



Summary for Pond 7P: (new Pond)

[82] Warning: Early inflow requires earlier time span

Inflow Area = 0.828 ac, 0.00% Impervious, Inflow Depth > 2.75" for 100% event
 Inflow = 3.85 cfs @ 11.96 hrs, Volume= 0.190 af
 Outflow = 3.56 cfs @ 12.00 hrs, Volume= 0.130 af, Atten= 8%, Lag= 2.3 min
 Primary = 3.56 cfs @ 12.00 hrs, Volume= 0.130 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 945.43' @ 12.00 hrs Surf.Area= 990 sf Storage= 3,242 cf

Plug-Flow detention time= 122.8 min calculated for 0.130 af (69% of inflow)
 Center-of-Mass det. time= 56.2 min (804.7 - 748.5)

Volume	Invert	Avail.Storage	Storage Description
#1	941.50'	6,328 cf	Custom Stage Data (Prismatic) Listed below
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
941.50	560	0	0
943.00	560	840	840
943.01	990	8	848
945.50	990	2,465	3,313
945.51	560	8	3,321
948.00	560	1,394	4,715
948.01	10	3	4,718
948.50	10	5	4,723
948.51	1,855	9	4,732
949.00	4,658	1,596	6,328

Device	Routing	Invert	Outlet Devices
#1	Primary	944.70'	12.0" Round Culvert L= 100.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 944.70' / 943.40' S= 0.0130 '/ Cc= 0.900 n= 0.012, Flow Area= 0.79 sf
#2	Primary	944.70'	12.0" Round Culvert L= 100.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 944.70' / 943.40' S= 0.0130 '/ Cc= 0.900 n= 0.012, Flow Area= 0.79 sf

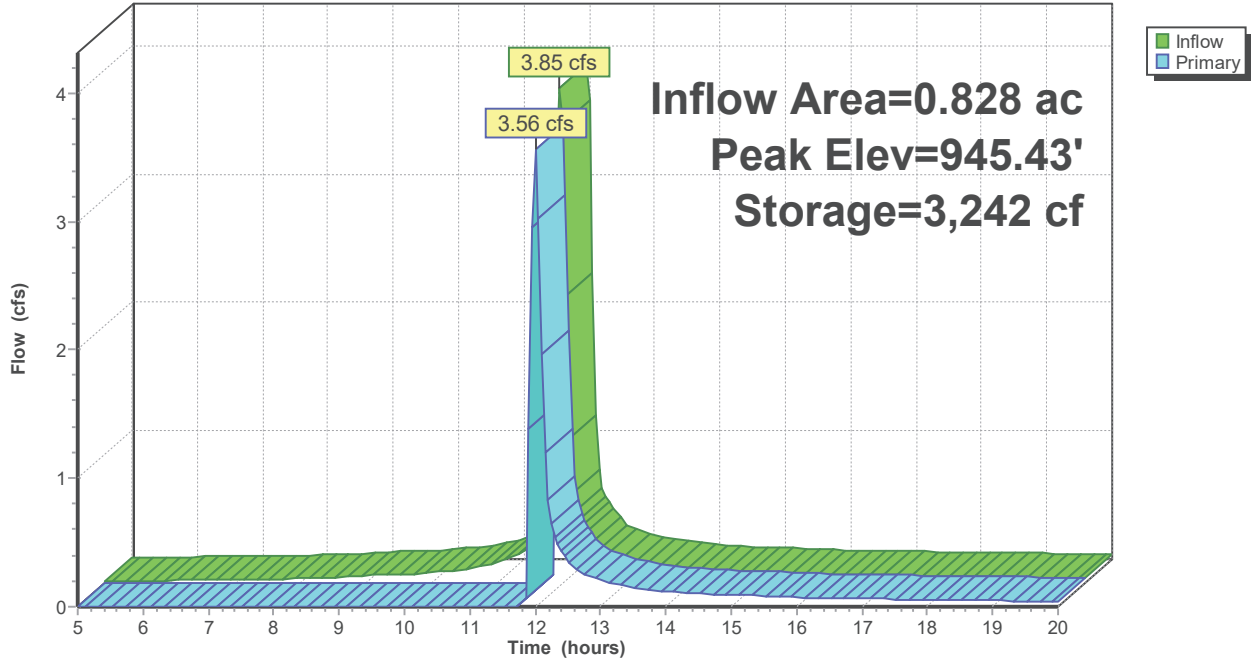
Primary OutFlow Max=3.54 cfs @ 12.00 hrs HW=945.43' (Free Discharge)

↑ **1=Culvert** (Inlet Controls 1.77 cfs @ 2.90 fps)

↓ **2=Culvert** (Inlet Controls 1.77 cfs @ 2.90 fps)

Pond 7P: (new Pond)

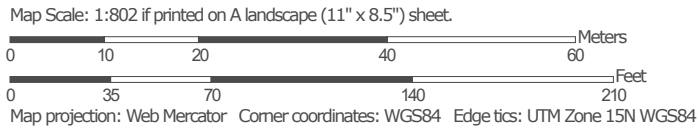
Hydrograph



Soil Map—Johnson County, Kansas
(MISSION TOWNHOME SITE)



Soil Map may not be valid at this scale.



Johnson County, Kansas

7545—Sharpsburg-Urban land complex, 4 to 8 percent slopes

Map Unit Setting

National map unit symbol: tq4z

Elevation: 1,000 to 1,300 feet

Mean annual precipitation: 31 to 47 inches

Mean annual air temperature: 45 to 64 degrees F

Frost-free period: 185 to 255 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Sharpsburg and similar soils: 55 percent

Urban land: 45 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Sharpsburg

Setting

Landform: Hillslopes

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Silty and clayey loess

Typical profile

A - 0 to 9 inches: silt loam

AB - 9 to 13 inches: silty clay loam

Bt - 13 to 35 inches: silty clay loam

BC - 35 to 60 inches: silty clay loam

Properties and qualities

Slope: 3 to 8 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Moderately well drained

Runoff class: Medium

Capacity of the most limiting layer to transmit water

(Ksat): Moderately high (0.20 to 0.60 in/hr)

Depth to water table: About 36 to 40 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: High (about 11.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3e

Hydrologic Soil Group: C

Ecological site: R106XY015KS - Loamy Upland (PE 30-37)

Hydric soil rating: No

Revised Traffic Impact Study for Mission Vale Townhomes (SEC of Nall Avenue and W. 58th Terrace) Mission, Kansas



Prepared
for
NSPJ Architects

Prepared by



August 2022

Revised Traffic Impact Study
for
Mission Vale Townhomes
(SEC of Nall Avenue and W. 58th Terrace)
Mission, Kansas

Prepared
for
NSPJ Architects

Prepared
by
Pars Consulting Engineers, Inc.



Mehrdad Givechi, PE, PTOE
August 2022

According to the City of Mission's Transportation Impact Study Guidelines, preparation of a traffic impact study is required for all land development and redevelopment applications. Different level of traffic study is warranted at certain thresholds depending on the number of trips that the development generates and/or its deviation from the comprehensive plan. For developments generating under 100 trip-ends during the peak-hour of a typical weekday, the study should address the first five Tasks listed in the guidelines. The information presented in this document is compiled to fulfill these requirements for the proposed *Mission Vale Townhomes* development located on the southeast corner of Nall Avenue and W. 58th Terrace in Mission, Kansas (See *Location Map, Figure 1 of Appendix I*).

1. **Proposed Development Plan** - The project site is bounded by Nall Avenue on the west; W. 58th Terrace on the north, Birch Street on the east, and a commercial/retail development on the south. The site is currently occupied by two small businesses under one ownership (*ScriptPro*), one on the southwest corner of the site at 5819 Nall Avenue with one driveway on Nall Avenue providing access to three (3) parking stalls; and another on the northeast corner of the site at 5401 W. 58th Terrace with two not well-defined driveways, one on W. 58th Terrace and one on Birch Street collectively providing access to eleven (11) parking stalls.

Under the proposed development plan, the existing buildings on the site and their access drives will be demolished and replaced with 19 residential townhome units arranged along the north and west side of the site with their fronts facing Nall Avenue and W. 58th Terrace as illustrated on the Site Plan, **Figure 2 of Appendix I**. The project consists of six (6) Type A, three (3) Type B and ten (10) Type C dwelling units.

- Each Type A will have its own attached two-car garage in the back of the unit. Each Type C will have its own attached one-car garage in the back of the unit. Access to Type A and C units is provided at one point on W. 58th Terrace with its centerline approximately 100 ft. from the Nall Avenue centerline.
- Each Type B will also have its own attached one-car garage, but on the side of the unit. Because these units are located on the narrow part of the site with

limited space in the back, access to them will be provided via two private driveways onto W. 58th Terrace as illustrated on the Site Plan, **Figure 2 of Appendix I**. The two driveways will have centerline spacing of approximately 83 ft. with the centerline of the easternmost driveway approximately 74 ft. from the Birch Street centerline.

- Parking for the project is provided on site consisting of 25 garage spaces, three (3) driveway spaces (on the two east driveways) and eleven (11) guest stalls on the south side of the site for a total of 39 stalls as illustrated on the Site Plan, **Figure 2 of Appendix I**.

The surrounding land uses abutting the site and across the street from the site include:

- A couple of small office buildings (*The Lettering Design Group and ScriptPro*) west of Nall Avenue with individual access onto Nall Avenue.
- A small dental office building (*Oakley Oral Surgery*) on the northeast corner of Nall Avenue and W. 58th Terrace with access on Nall Avenue.
- A social service office building (*Hope S. Baier-Cannon LSCSW*) on the north side of W. 58th Terrace with one access on W. 58th Terrace.
- A small office building (*Solorio & Avila Law firm*) on the northwest corner of Birch Street and W. 58th Terrace with one access on W. 58th Terrace.
- A commercial/retail development on the east side of Birch Street with access on Birch Street and Johnson Drive.
- A commercial/retail development abutting the project south to the south with access on Johnson Drive.

2. **Land Use, Zoning and Roadway Classifications** - The existing zoning for the site is PBP and MS-2. The proposed zoning is MS-3.

According to the *Comprehensive Plan 2007 with updates adopted March 16, 2011*, the existing land use for the project site is *single-family residential* and the future land use is *Downtown District*. The *Linkage Map* of the same document indicates that the streets

abutting the project site are not designated as transit, trail, or bicycle facilities. However, Johnson Drive is designated as *Local Transit corridor*.

According to the *City Traffic Code, Schedule III, Table III-A, Ordinance No. 1109*, Nall Avenue and Johnson Drive are designated main trafficway whose primary function are the movement of through traffic between areas of concentrated activity within the city limits or between such areas within the city limits and traffic facilities outside the city limits performing the function of a main trafficway.

According to the *East Gateway Long-Range Development Plan, June 2006*, Nall Avenue is a primary north/south street, Johnson Drive is a primary east/west street, and W. 58th Terrace and Birch Street are secondary streets.

3. **Roadway Characteristics** - Near the project site,

- Nall Avenue is a 2-lane street with mountable curb/gutter sections on both sides and posted speed limit of 25 mph. On-street parking is prohibited on both sides. Currently, there is no sidewalk on the east side of the street along the frontage of the project site.
- W. 58th Terrace is an east/west 2-lane street with mountable curb/gutter sections on both sides and posted speed limit of 25 mph. There are no sidewalks on either side of the street. Furthermore, on-street parking is not prohibited on either side. The street turns south onto Birch Street approximately 450 ft. east of Nall Avenue and intersects with Johnson Drive; controlled by stop sign.
- Birch Street is a north/south 2-lane street with high curb/gutter section on the east side, and gutter pan on the south half of the west side. There are no sidewalks on either side of the street, and no posted speed limit (Note: In Kansas, the statutory speed limit is 30 mph when not posted).
- The intersection of Nall Avenue and W. 58th Terrace is a “T” intersection controlled by stop sign on W. 58th Terrace. It lines up with a private driveway on the west side of Nall Avenue.

4. **Proposed Site Access Characteristics** – As stated earlier, access to the site is currently provided at three locations; the building at 5819 Nall Avenue is served by one driveway on Nall Avenue, and the building at 5401 W. 58th Terrace is served by two not well-defined driveways, one on W. 58th Terrace and one on Birch Street. Under the proposed development plan, all three driveways will be eliminated, and three new concrete driveways will be constructed on W. 58th Terrace as illustrated on the Site Plan, **Figure 2B of Appendix I** and described in the following paragraphs:

- The west driveway will be 20 ft. wide with its centerline approximately 100 ft. east of the Nall Avenue centerline. This driveway will provide access to the back sides of 16 dwelling units.
- The east driveway will be 22 ft. wide with its centerline approximately 74 ft. west of the Birch Street centerline. This driveway will be a shared access drive for the two (2) easternmost dwelling units.
- The middle driveway will be 11 ft. wide with centerline spacing of approximately 218 ft. from the west driveway and 83 ft. from the east driveway.

Field investigations indicate that sight distance is not restricted at the proposed driveway locations to the site.

5. **Site Generated Traffic** - Trip generation of a proposed land development project is typically estimated using trip generation rates suggested by the latest edition of the Institute of Transportation Engineers, Trip Generation Manual (Currently, the 11th Edition). For this analysis, *ITE Land Use Code 215 (Single-Family Attached Housing)* is selected. Results of the analysis, as shown in **Appendix II**, indicate that the trips generated by the proposed development is less than 100 vph during peak-hours of a typical weekday as described below:

- On average, 9 trip-ends (3 inbound – 6 outbound) during morning peak-hour of the adjacent street network.
- On average, 12 trip-ends (3 inbound – 9 outbound) during morning peak-hour of the generator.

- On average, 11 trip-ends (6 inbound – 5 outbound) during afternoon peak-hour of the adjacent street network.
- On average, 14 trip-ends (9 inbound – 5 outbound) during afternoon peak-hour of the generator.
- On average, 137 new trip-ends during a 24-hour period.

In summary, the proposed development project generates insignificant number of trips with nominal impact on the street network. Furthermore, it improves the existing conditions for pedestrians because new sidewalks will be constructed along the frontage of the site on the east side of Nall Avenue, south side of W. 58th Terrace, and west side of Birch Street. Moreover, its proposed driveways configuration is an improvement to the existing conditions from access management and safety standpoint because it does not have direct access on Nall Avenue, which is a primary street with higher traffic volumes. It also consolidates the two not well-defined access drives on the southwest corner of W. 58th Terrace and Birch Street into one driveway on W. 58th Terrace with no direct access on Birch Street, which is a non-residential street.

APPENDIX I

Figures



Figure 1 – Location Map



SITE LOCATION

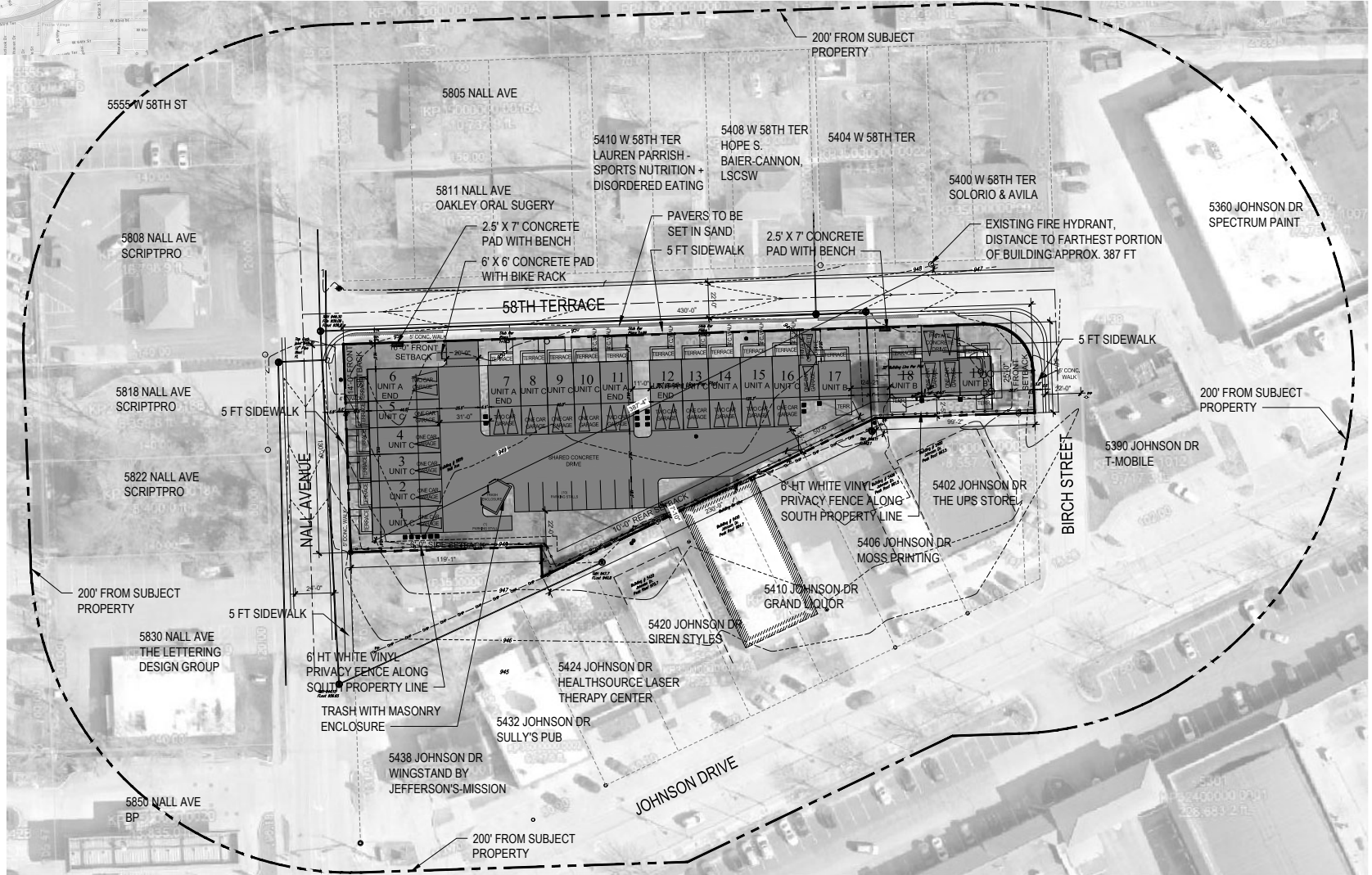
PROJECT DATA SUMMARY

19 TOWNHOUSES
 TWO STORIES WITH PRIVATE GARAGES
 1,331 SQUARE FEET PER UNIT
 TOTAL FLOOR AREA - 29,221 SF (WITH GARAGES)
 2 BEDROOM, 2.5 BATHS PER UNIT

PROPOSED ZONING - DND
 EXISTING ZONING - PBP & MS2
 SITE AREA - .978 ACRE, 42,602 SQUARE FEET
 UNITS PER ACRE - 19.43 DUA DENSITY (25 DUA ALLOWED)

PARKING:
 (2) OFF-STREET PARKING SPACES PER UNIT
 6 UNITS HAVE (2) CAR PRIVATE GARAGES
 10 UNITS HAVE (1) CAR PRIVATE GARAGES
 3 UNITS HAVE (1) CAR PRIVATE GARAGES AND A PRIVATE DRIVEWAY PARKING SPACE
 (1) GUEST PARKING SPACES PROVIDED AT SHARED DRIVEWAY

38 SPACES REQUIRED
 39 SPACES PROVIDED



OVERALL SITE PLAN
 1" = 40'-0"



PDP SUBMITTAL

DATE: 06.17.22
 JOB NO: 712922
 DRAWN BY:
 SHEET NO. SP1.00

ARCHITECTURE LANDSCAPE ARCHITECTURE ENERGY SERVICES
NSPJ
 ARCHITECTS
 3515 W. 25TH ST., SUITE 201
 PRAIRIE VILLAGE, KS 66208
 P. 913.831.1415
 F. 913.831.1563
 NSPJARCH.COM
 @NSPJARCHITECTS

NOT FOR CONSTRUCTION

A NEW TOWNHOUSE DEVELOPMENT FOR:
MISSION VALE
 NALL AVENUE & 58TH TERRACE
 MISSION, KANSAS

DRAWING RELEASE LOG:
 07.27.22 PDP RESUBMITTAL
 08.11.22 PDP RESUBMITTAL

APPENDIX II

Results of Trip Generation Analysis
Using
The ITE Trip Generation Manual, 11th Edition

Single-Family Attached Housing (215)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 46

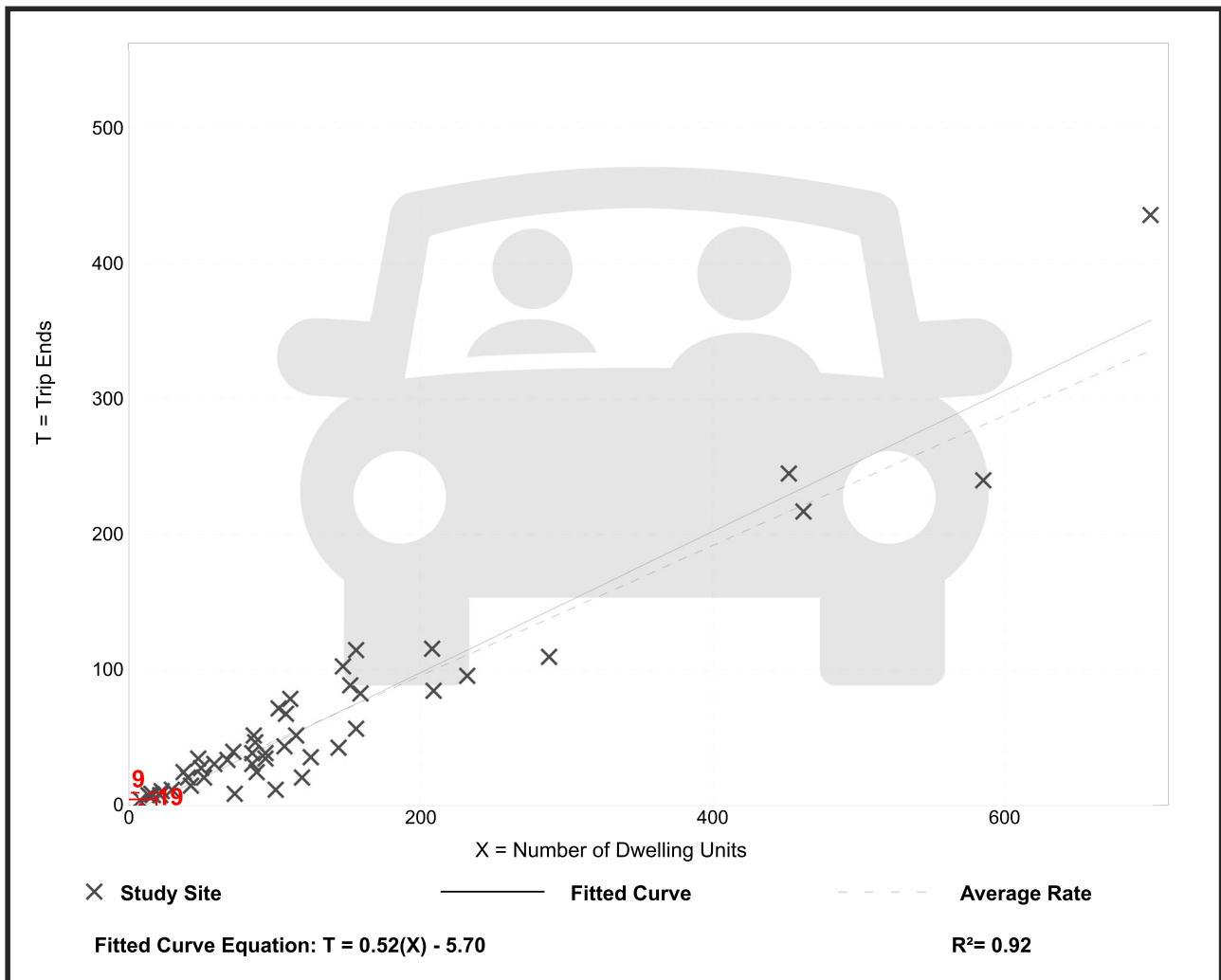
Avg. Num. of Dwelling Units: 135

Directional Distribution: 31% entering, 69% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.48	0.12 - 0.74	0.14

Data Plot and Equation



Single-Family Attached Housing (215)

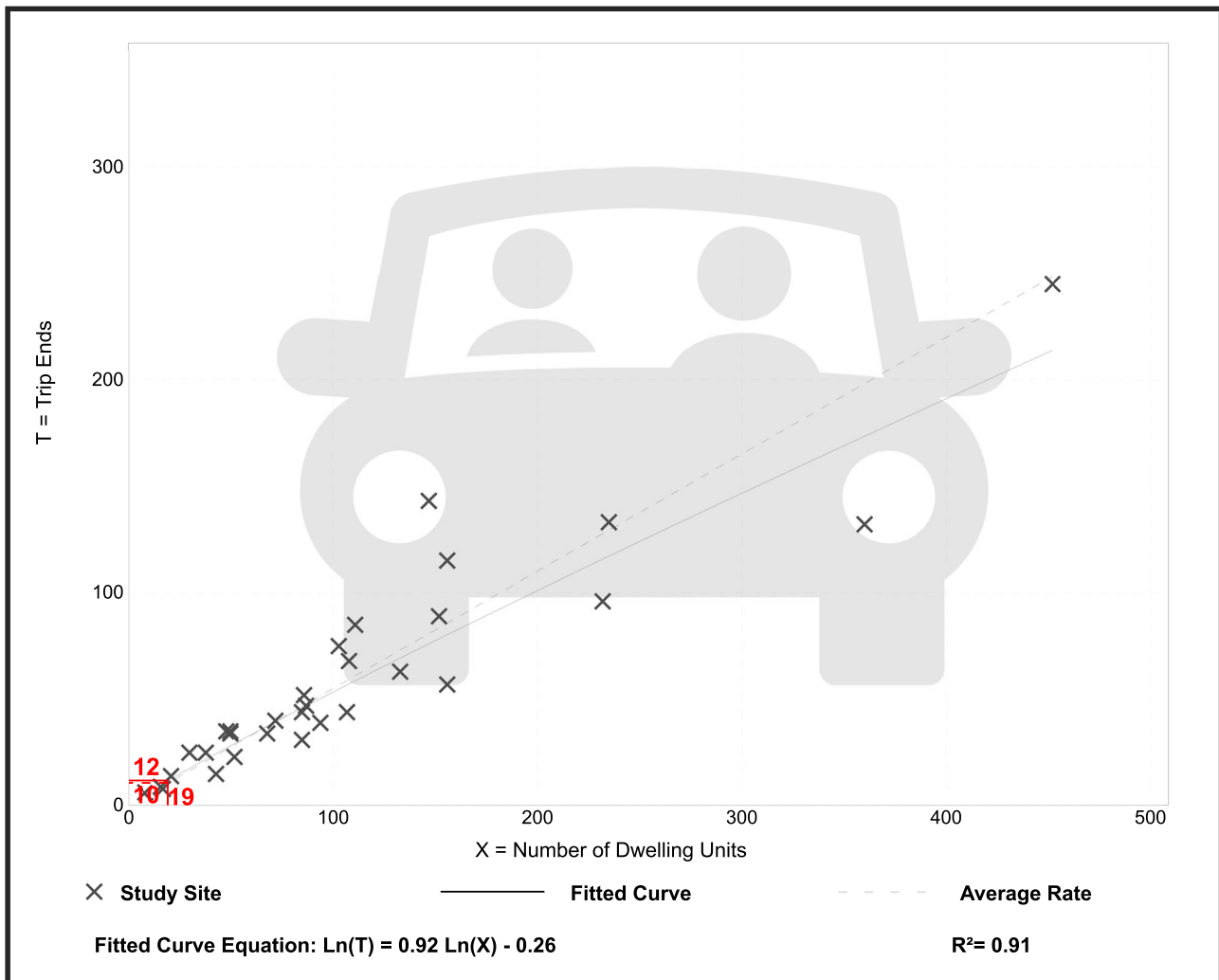
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
AM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 31
Avg. Num. of Dwelling Units: 110
Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.55	0.35 - 0.97	0.16

Data Plot and Equation



Single-Family Attached Housing (215)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 51

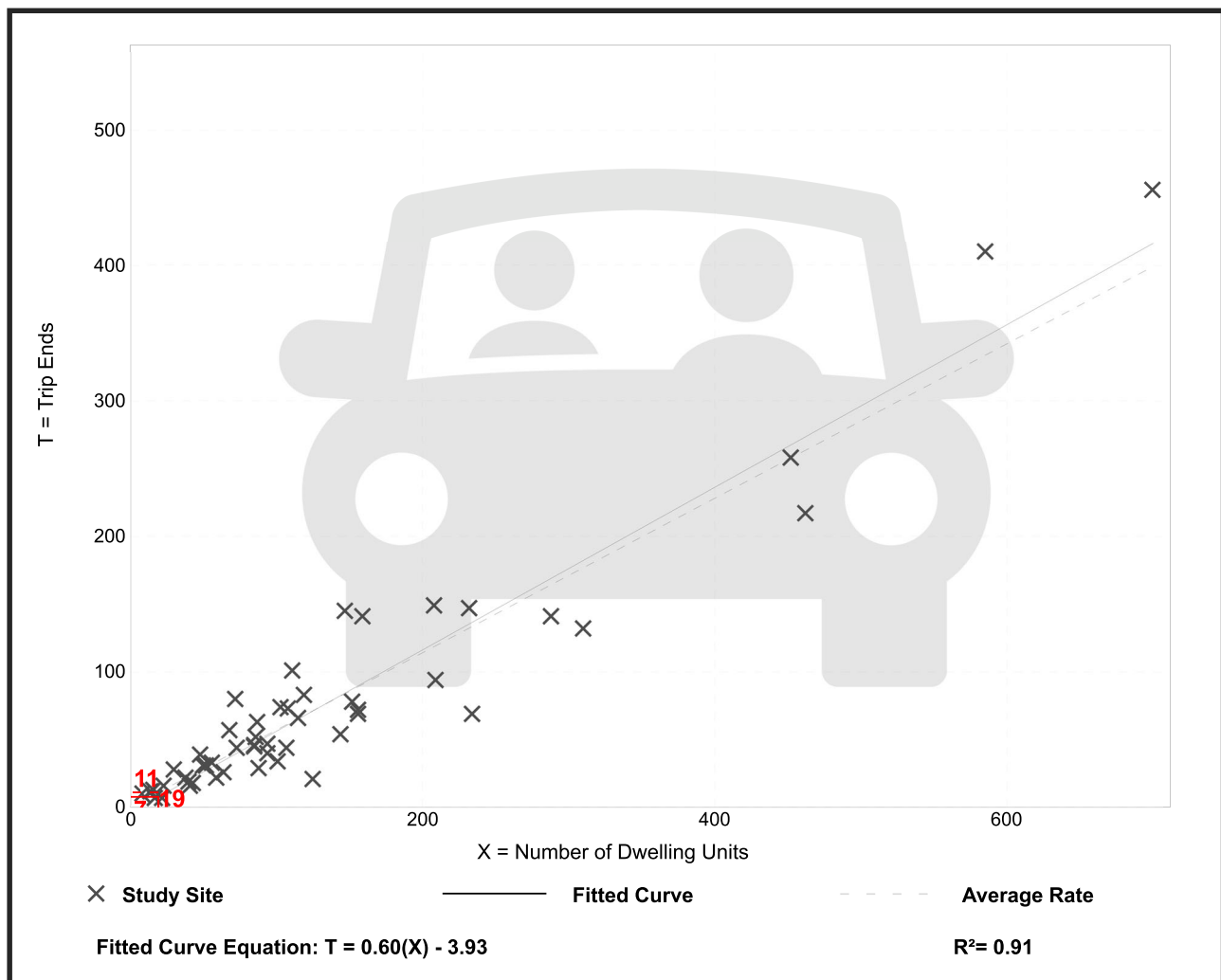
Avg. Num. of Dwelling Units: 136

Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.57	0.17 - 1.25	0.18

Data Plot and Equation



Single-Family Attached Housing (215)

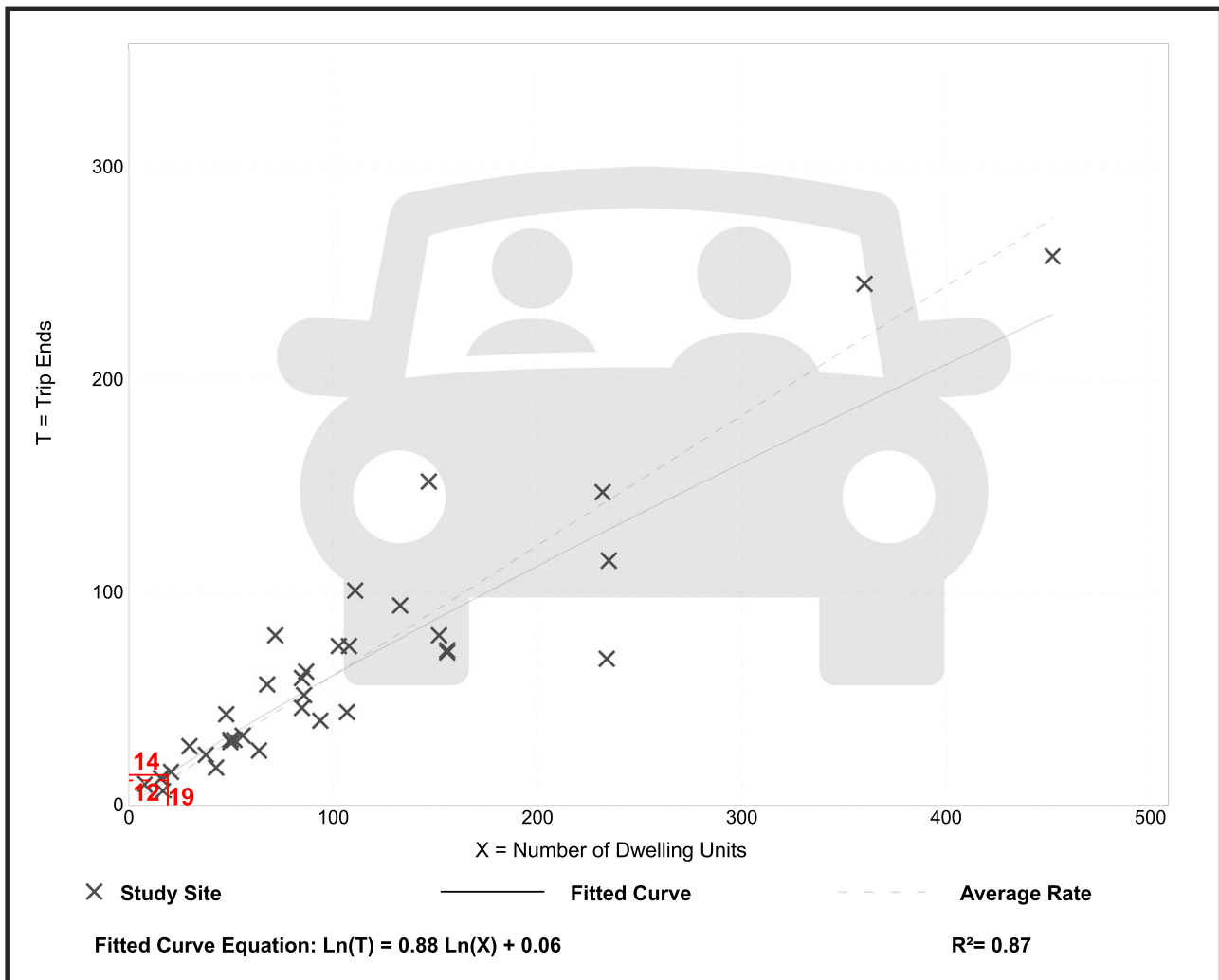
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 34
Avg. Num. of Dwelling Units: 110
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.61	0.29 - 1.25	0.18

Data Plot and Equation



Single-Family Attached Housing (215)

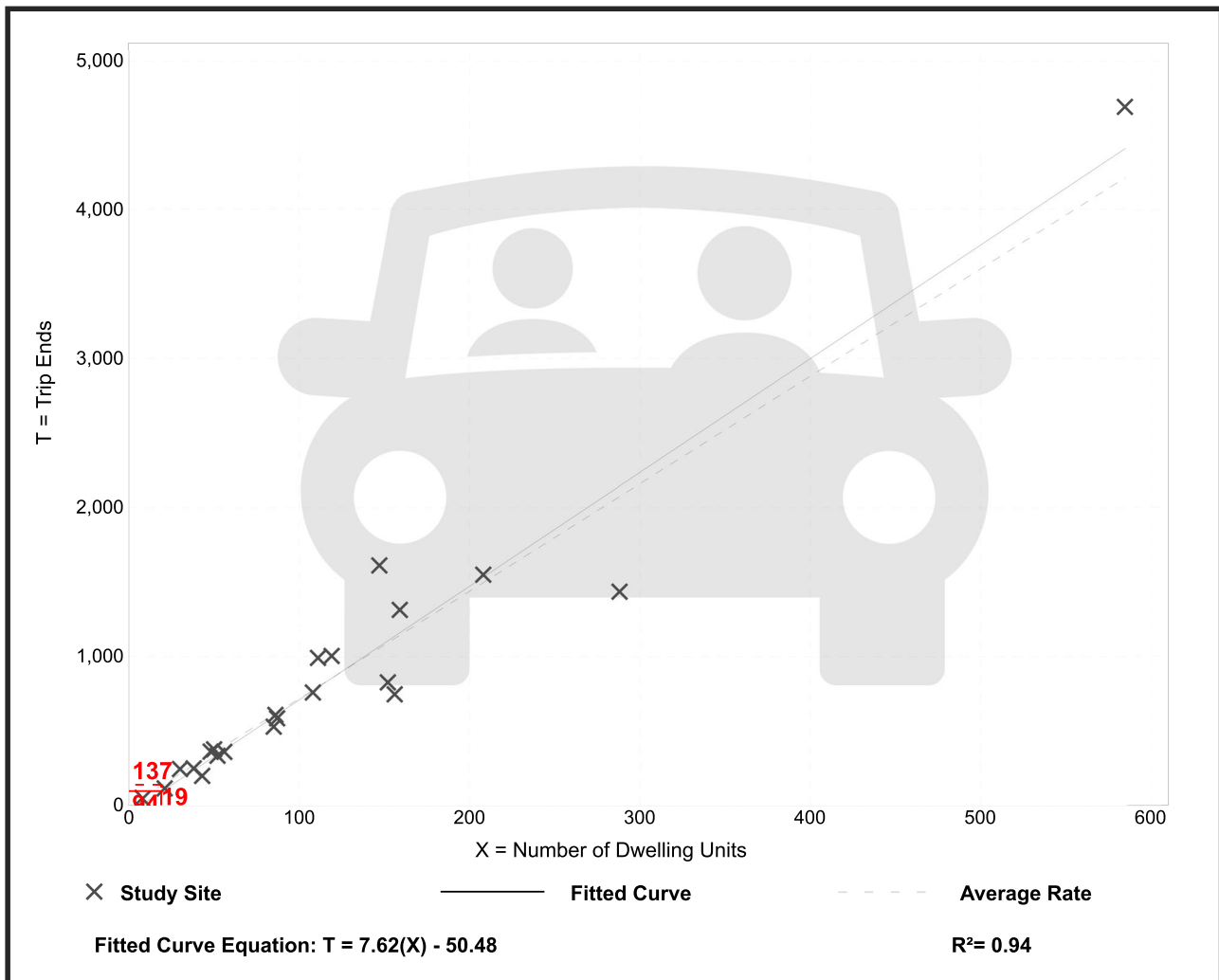
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 120
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.20	4.70 - 10.97	1.61

Data Plot and Equation



Building Scorecard (Revised December 2018)

Please complete all sections that are applicable to this project. Check any boxes for areas that apply to the work, and use the blank area to explain further. You may also assign point totals for each section; though these will be reviewed and a final score determination will be made by the Mission Sustainability Commission. Additional explanations and clarifications for each item can be found in the building scorecard supplemental document.

1. Will this project pursue any sustainable building certifications? Include rating details.

No

2. Site Development, Land Use, Location and Transportation Impact

- | | | |
|--|--|---|
| <input type="checkbox"/> a. Pre-design site assessment | <input type="checkbox"/> b. Preserve natural resources | <input checked="" type="checkbox"/> c. Manage storm water |
| <input checked="" type="checkbox"/> d. Landscape irrigation | <input checked="" type="checkbox"/> e. Manage plants/ vegetation | <input type="checkbox"/> f. Manage soils/ erosion control |
| <input type="checkbox"/> g. Site waste management | <input checked="" type="checkbox"/> h. Walking/ bicycle paths | <input checked="" type="checkbox"/> i. Bicycle storage |
| <input checked="" type="checkbox"/> j. Changing/ shower facilities | <input type="checkbox"/> k. Carpool/ car share | <input checked="" type="checkbox"/> l. EV charging |
| <input checked="" type="checkbox"/> m. Bus access | <input type="checkbox"/> n. Heat island mitigation | <input checked="" type="checkbox"/> o. Reduce light pollution |

We have an onsite buried stormwater detention system. Our irrigation system utilizes smart programming with seasonal adjustment and a rain sensor. We are adding sidewalks with sitting benches on all three streets affected by our project. Bicycle racks will be furnished on the exterior of the project. Each unit has their own garage for more bicycle storage. Each townhome unit will have bathroom facilities on the ground floor. All garages will be equipped with an electrical panel for future EV hook-up. Our project is just North of the transit center. All exterior light fixtures shall be facing downward and shall be shining onto adjacent property owners.

Points scored - 12 out of 20

3. Materials and Resource Use

- | | |
|--|---|
| <input type="checkbox"/> a. Reuse existing building | <input checked="" type="checkbox"/> b. Construction material management |
| <input type="checkbox"/> c. Construction waste management | <input type="checkbox"/> d. Sustainable/ local materials |
| <input checked="" type="checkbox"/> e. Occupant waste management | <input type="checkbox"/> f. Occupant recycling/ composting |

All construction personnel will be briefed on ways to minimize waste before starting their respective scope of work. Each unit shall receive a recycling bin standard with their rental agreement.

Points scored - 7 out of 20

4. Energy Conservation, Efficiency, and CO_{2e} Emission Reduction

- | | | |
|---|--|--|
| <input type="checkbox"/> a. Energy Modeling | <input type="checkbox"/> b. CO _{2e} modeling | <input checked="" type="checkbox"/> c. Energy metering/ monitoring |
| <input type="checkbox"/> d. Automated demand response | <input checked="" type="checkbox"/> e. Building envelope/ insulation | <input type="checkbox"/> f. Mechanical systems |
| <input checked="" type="checkbox"/> g. Electrical/ lighting systems | <input checked="" type="checkbox"/> h. Appliances/ equipment | <input type="checkbox"/> i. Onsite renewable energy |
| <input type="checkbox"/> j. Refrigerant management | <input checked="" type="checkbox"/> k. Control air pollution | |

Each townhouse shall have separate meter. The project will be insulated per the current energy code with penetrations sealed and moisture protection part of the construction. Light fixtures shall use LED bulbs. All living spaces will have natural daylight. Energy star appliances shall be used. There shall not be any gas fired appliances or equipment installed in the townhouses.

Points scored - 9 out of 20

5. Water Conservation and Efficiency

- a. Water metering
- b. Fixtures/ fittings
- c. Appliances/ equipment
- d. HVAC water use
- e. Water treatment devices
- f. Reduce irrigation
- g. Rainwater
- h. Graywater

Each townhouse shall have separate meter. Fixtures shall be evaluated for meeting "water sense" standards. Native and drought tolerant species shall be included in the landscape.

Points scored - 8 out of 20

6. Indoor Environmental Quality and Comfort

- a. IAQ management plan
- b. Air handling filtration
- c. Increase ventilation
- d. IAQ during construction
- e. Thermal comfort
- f. Indoor pollutant control
- g. Material emissions control
- h. Acoustics
- i. Daylighting/ views
- j. Accessibility/ Community for All Ages

Air filters to clean the air of each townhouse shall be provided. All living spaces will have operable windows with screens. The building envelope will have upgraded insulation assemblies. Each townhouse is separated from each other and will not contain gas fired equipment. There are no dwellings above or below each other helping with acoustics. All townhouses are separated by a party wall with an STC rating of 60 to 64 minimum. All living spaces have operable windows to maximize the the use of daylight.

Points scored - 6 out of 10

7. Commissioning, Operations, and Maintenance

- a. Inspections
- b. Mechanical commissioning
- c. Energy commissioning
- d. Building controls systems
- e. O+M documentation
- f. Maintenance staff training

Operating manuals and instructions shall be provided to tenants as well as routine maintenance provided.

Points scored - 1 out of 10

8. Additional Comments

Any additional sustainable attributes that will be incorporated in this project.

Bonus Points (if applicable, 5 maximum) - _____

Total Points Scored - 43 out of 100

Rating Achieved - Silver (Bronze 20-39, Silver 40-59, Gold 60-89, Platinum 90+)

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Community Development	From:	Brian Scott

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

RE: 5819 Nall Townhomes Preliminary Plat (Southeast Corner of W. 58th Terrace and Nall Avenue) Koenig Building + Restoration, Applicant – PC Case #22-25.

RECOMMENDATION: Adopt the Resolution approving a preliminary plat with stipulations to be known as Preliminary Plan 5819 Nall Townhomes, PC Case #22-25.

DETAILS: The Planning Commission met on Monday, September 26, 2022. At this meeting, three separate public hearings were held for a proposed 19-unit residential townhome development to be known as Mission Vale at the southeast corner of W. 58th Terrace and Nall Avenue. The public hearings were for 1) rezoning of five (5) parcels of property from "PB" and "MS-2" to "DND" at this location, 2) a preliminary development plan (PDP) for a 19-unit townhome development at this location, and 3) a preliminary plat for the five parcels.

No one spoke at any of the public hearings. The Planning Commission recommended approval of the rezoning and the PDP by a vote of 9-0. The Planning Commission also voted 9-0 to recommend the approval of the preliminary plat to be known as 5819 Nall Townhomes.

The plat conforms to the requirement for plats. There is no dedication of right-of-way or public easements.

CFAA CONSIDERATIONS/IMPACTS: The Community for All Ages initiative is an effort to consider the needs of residents of all ages when evaluating projects. There is demographical evidence that points to an emerging trend of shifting needs and desires for housing. The Millennial Generation, those born between 1981 and 1997, and even now Generation Z, those born between 1998 and 2015, have long sought affordable housing options in communities with high walkability. This desire is also emerging with Generation X and Baby Boomers, who want to downsize from the single-family home that they raised their families in into something that is smaller, less expensive, and within walking distance of shopping, dining, and services.

Attachments:

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

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Community Development	From:	Brian Scott

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

- Resolution
- Staff Report for Case# 22-25 Preliminary Plat 5819 Nall Townhomes.
- Preliminary Plat

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

CITY OF MISSION, KANSAS

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT WITH STIPULATIONS TO BE KNOWN AS PRELIMINARY PLAT 5819 NALL TOWNHOMES (PLANNING COMMISSION CASE #22-25)

WHEREAS, The subject properties at 5819 Nall Avenue (Parcel ID: KP35000000 0012A), 5817 Nall Avenue (Parcel ID: KP35000000 0012B), 5405 W. 58th Terrace, Parcel (ID: KP35000000 0013), 5403 W. 58th Terrace (Parcel ID: KP35000000 0014), and 5401 W. 58th Terrace (Parcel ID: KP35000000 0015) are located at the southeast corner of W. 58th Terrace and Nall Avenue in the City of Mission, Johnson County, Kansas; and

WHEREAS, Scott Koenigsdorf of Koenig Building + Restoration (the applicant), presented an application to the Community Development Department of the City of Mission for a preliminary plat (PC Case #22-25) combining the subject properties into one on June 21, 2022; and

WHEREAS, the application was presented to the Mission Planning Commission on September 26, 2022 as Planning Commission Case #22-25, 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 September 6, 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 for PC Case #22-25, the Planning Commission, after due consideration, voted 9-0 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 a Preliminary Plat Granted – Pursuant to Section 440.210 through Section 440.230 of the Mission Municipal Code, approval of a preliminary plat for property as described below is hereby granted as set forth in the Preliminary Plat 5819 Nall Townhomes (Planning Commission Case # 22-25) on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, Kansas 66202, subject to the stipulations in Section 2 and all other laws and regulations.

All of Mission Vale Lots 10 through 15, a subdivision in the City of Mission, Johnson County, Kansas according to the plat filed July 9, 1929, in Book 7, Page 41.

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

1. A Final Plat, will be submitted to the Planning Commission for approval prior to the issuance of any building permits.
2. Said Final Plat, upon all required approvals, shall be recorded with the Johnson County Register of Deeds.

Section 3. Effective Date - This resolution shall take effect and be in force upon the approval of the City Council and Mayor.

Passed by the City Council this 26th day of October 2022.

Approved by the Mayor this 26th day of October 2022.

Solana Flora, Mayor

ATTEST:

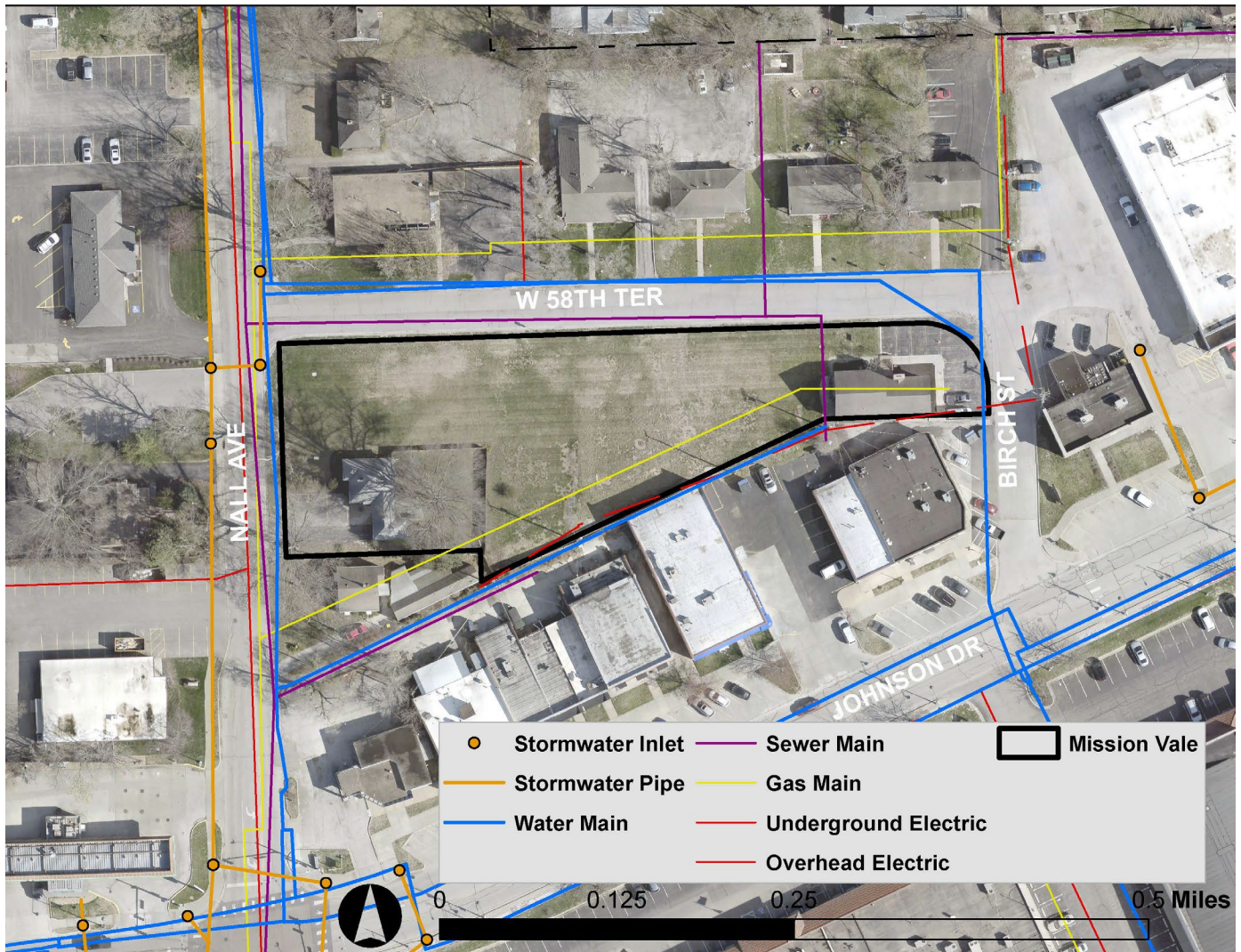
Robyn Fulks, City Clerk

NEW BUSINESS AGENDA ITEM: 3
PROJECT NUMBER / TITLE: Case #22-25 – Mission Vale Preliminary Plat
REQUEST: Consideration of a Preliminary Plat for “5819 Nall Townhomes”
LOCATION: 5819 Nall Avenue, Parcel ID: KP35000000 0012A
5817 Nall Avenue, Parcel ID: KP35000000 0012B
5405 W. 58th Terrace, Parcel ID: KP35000000 0013
5403 W. 58th Terrace, Parcel ID: KP35000000 0014
5401 W. 58th Terrace, Parcel ID: KP35000000 0015
APPLICANT: KOENIG Building + Restoration
2500 West 43rd Avenue
Kansas City, KS 66103
STAFF CONTACT: Karie Kneller, City Planner
PUBLIC HEARING: September 26, 2022 – Planning Commission
LEGAL NOTICE PUBLICATION: August 2, 2022 – The Legal Record



Property Information:

The subject property is located at the southeast corner of 58th Terrace and Nall Avenue and consists of five parcels, approximately one acre of land area, in the northwest quarter of Township 12, Range 25, Section 9. The site is currently vacant and will be re-platted to combine all five parcels which will be known as "Mission Vale."



The site is served by water, gas, sanitary sewer, and electrical utilities. A sanitary sewer easement runs north and south between the easternmost parcel and the adjacent property to the west. A gas utility easement is located parallel to the southern property line about 22 feet inside the property boundary, and overhead electrical along with a water main run along the property line on the south. Stormwater drains from the property to Nall Avenue and enter underground infrastructure via inlets near the northwest corner of the site. Existing impervious area is approximately 9,663 square feet (.2 acres), and existing pervious area is approximately 33,017 square feet (.8 acres).

Project Background:

The property was formerly platted in 1929 with the existing property lines for Lots 10, 11, 12, 13, 14, and 15. This is the property considered by the Planning Commission for cases 22-21, the Preliminary Development Plan for Mission Vale Townhomes and 22-20, A Rezoning of Properties from "PBP" Planned Business Park, and "MS-2" Main Street District 2, to "DND" Downtown Neighborhood District. The subject property is outside of the 100-year flood zone as determined by the Federal Emergency Management Agency (FEMA).

Code Review – Consideration of Preliminary Plats:

Mission municipal code at §440.220 states 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.

It is Staff's determination that the proposed plat is in conformance with Mission's Municipal Code.

2. The subdivision or platting represents an overall development pattern that is consistent with the Master Plan and the Official Street Map.

It is Staff's determination that the plat represents a development pattern already established and supported by the Comprehensive Plan.

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

It is Staff's determination that the plat supports good land planning and allows for future redevelopment in compliance with adopted standards.

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

It is Staff's determination that the plat does not propose changes to curb cuts or intersections.

5. All submission requirements have been satisfied.

All the submission requirements of 440.220-Submission of Preliminary Plats have been satisfied.

Analysis:

The Preliminary Plat with this application consists of one lot with a total land area of 42,680 square feet (1 acre).

Right-of-Way (ROW) and Easements: There is an existing 50-foot ROW on Nall Avenue and a 40-foot ROW on West 58th Terrace; both existing rights-of-way are sufficient for the proposed sidewalk. A 20-foot back-lot utility easement is not impeded by the proposed building footprint, and an existing 13.89-foot electric and sewer easement that runs north and south between units 17 and 18 of the proposed development provides sufficient access.

Generally, under §455.100 of the Mission Municipal Code, a typical subdivision at the time of an original plat shall ensure the following: that exercise good design and layout, that good planning principles are followed, efficient use of land and natural assets such as trees and topography be retained wherever practical.

The dimensions and designations of this Preliminary Plat are in accordance with the stipulations set forth in the Mission Municipal Code and requirements set forth by City Staff.

Staff Recommendation:

Staff recommends that the Planning Commission recommend approval of Case #22-25 Preliminary Plat of Mission Vale to the City Council.

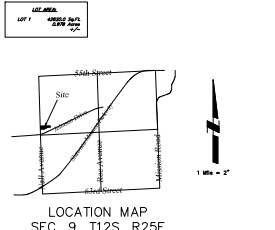
Planning Commission Action:

A public hearing was held by the Planning Commission at regularly scheduled meeting on September 26, 2022 to take testimony from all parties interested in the Preliminary Plat 5819 Nall Townhomes (Mission Vale development). At the conclusion of the meeting the Planning Commission voted 9-0 to recommend to the City Council approval of the Preliminary Pat 5819 Nall Townhomes - Case #22-25.

City Council Action:

The City Council will consider the Preliminary Plat at their October 26, 2022 meeting.

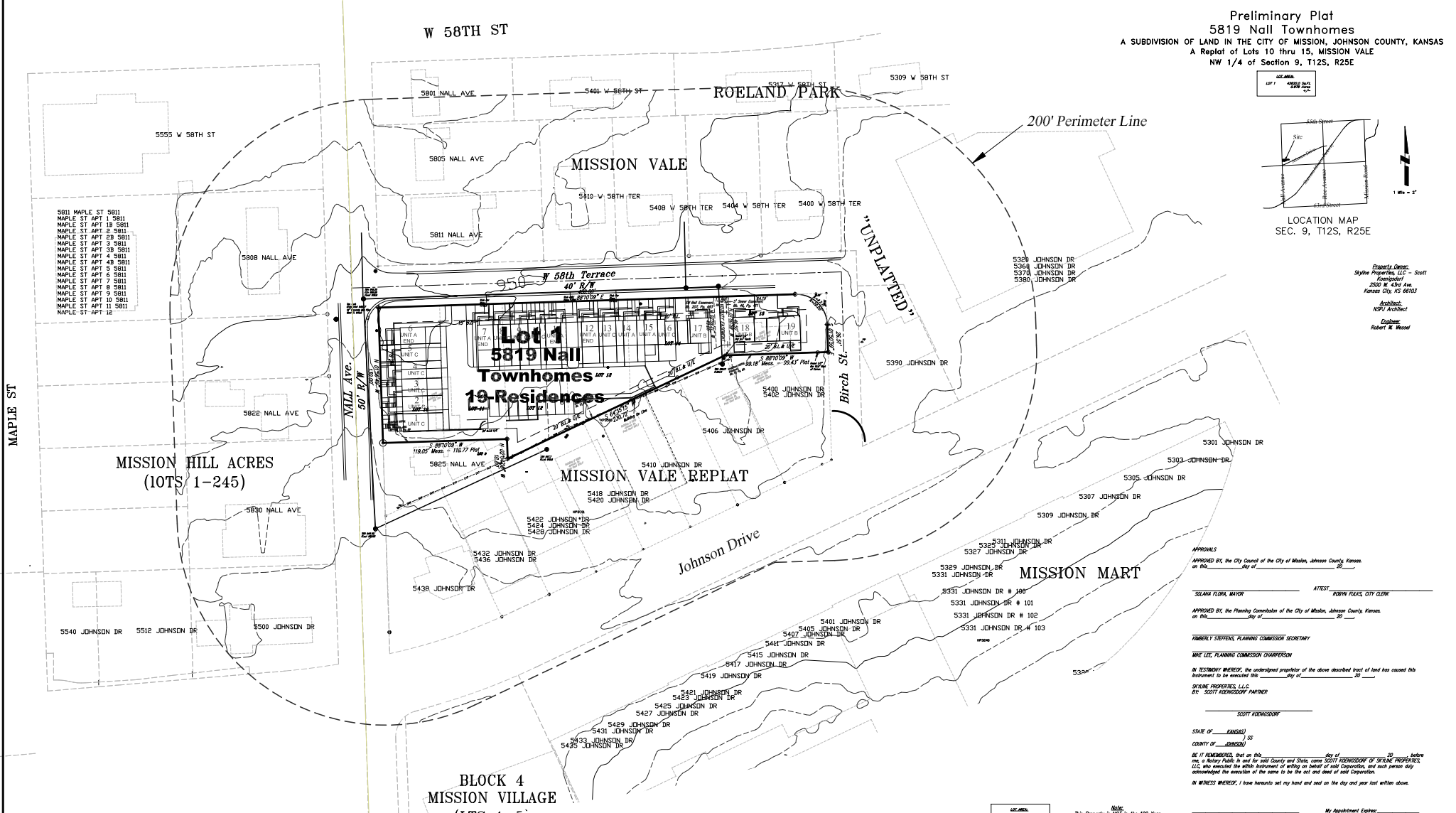
Preliminary Plat
5819 Nall Townhomes
 A SUBDIVISION OF LAND IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS
 A Replat of Lots 10 thru 15, MISSION VALE
 NW 1/4 of Section 9, T12S, R25E



Property Owner:
 Skyline Properties, LLC - Scott
 (owner/buyer)
 2502 N. 43rd Ave.
 Kansas City, KS 66103

Architect:
 NSPI Architect

Engineer:
 Robert W. Wood



- 5811 MAPLE ST 5811
- MAPLE ST APT 1 5811
- MAPLE ST APT 19 5811
- MAPLE ST APT 2 5811
- MAPLE ST APT 28 5811
- MAPLE ST APT 3 5811
- MAPLE ST APT 38 5811
- MAPLE ST APT 4 5811
- MAPLE ST APT 48 5811
- MAPLE ST APT 5 5811
- MAPLE ST APT 6 5811
- MAPLE ST APT 7 5811
- MAPLE ST APT 8 5811
- MAPLE ST APT 9 5811
- MAPLE ST APT 10 5811
- MAPLE ST APT 11 5811
- MAPLE ST APT 12

APPROVALS
 APPROVED BY the City Council of the City of Mission, Johnson County, Kansas
 on this _____ day of _____, 20__

ATTEST:
 SELMA FLORA, MAYOR ROBIN FALKS, CITY CLERK

APPROVED BY the Planning Commission of the City of Mission, Johnson County, Kansas
 on this _____ day of _____, 20__

KIMBERLY STEFFENS, PLANNING COMMISSION SECRETARY
MIKE LEE, PLANNING COMMISSION CHAIRPERSON

IN WITNESS WHEREOF, the undersigned proprietor of the above described tract of land has caused this instrument to be executed this _____ day of _____, 20__

SKYLINE PROPERTIES, L.L.C.
 BY: SCOTT HEDENSON, PARTNER

SCOTT HEDENSON

STATE OF KANSAS
 COUNTY OF JOHNSON

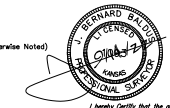
BE IT REMEMBERED, that on this _____ day of _____, 20__ before me, a Notary Public in and for said County and State, came SCOTT HEDENSON of SKYLINE PROPERTIES, L.L.C., who presented the within instrument of writing in behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first written above.

My Appointment Expires _____

LEGENDA:

- DENOTES 1/2" REBAR FOUND ORIGIN UNKNOWN (Unless Otherwise Noted)
- DENOTES 1/2" REBAR SET CAP # 1093
- B.L. DENOTES BUILDING LINE
- U/E DENOTES UTILITY EASEMENT
- S/S/E DENOTES SANITARY SEWER EASEMENT
- D/E DENOTES DRAINAGE EASEMENT



NOTES:
 The basis for bearings on this plat is the KANSAS STATE PLANE COORDINATES, NAD 83. Measured as North 89°39' East, the Bearings on the Original Plat.

LAND SURVEY COMPANY
 1234 East Main Street
 Kansas City, MO 64102
 Phone: (816) 234-5678
 Fax: (816) 234-5679

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Community Development	From:	Brian Scott

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

RE: SMSD Horizons High School Preliminary and Final Plat (5900 Lamar) – USD #512 Applicant - PC Case # 22-26.

RECOMMENDATION: Adopt the Resolution approving a preliminary plat and final plat to be known as SMSD Horizons, PC Case #22-26.

DETAILS: The Planning Commission met on Monday, September 26, 2022, and held a public hearing on a preliminary plat to be known as SMSD Horizons – PC Case #22-26 – for property located at 5900 Lamar Avenue.

This is the site of Horizons High School. The school district submitted plans earlier this summer to do interior renovations. Staff requested at that time that the school district plat the property to clean-up boundaries and donate 10 feet of right-of-way along Johnson Drive for future road improvements.

No one spoke at the public hearing. The Planning Commission voted 9-0 to recommend the approval of the preliminary and final plat to be known at SMSD Horizons – PC Case #22-26.

The plat conforms to the requirement for plats. Ten (10) feet of right-of-way along Johnson Drive will be dedicated to the City for future road improvements.

CFAA CONSIDERATIONS/IMPACTS: N/A

Attachments:

- Resolution
- Staff Report for Case# 22-26 Preliminary and Final Plat SMSD Horizons
- Preliminary Plat
- Final Plat

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

CITY OF MISSION, KANSAS

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT AND FINAL PLAT TO BE KNOWN AS SMSD HORIZONS (PLANNING COMMISSION CASE #22-26)

WHEREAS, the subject property 5900 Lamar Ave. (Parcel ID: KF251208-2032) and two adjacent parcels (Parcel ID: KP69500001 0001B and Parcel ID: KP69500001 0001D) are located at the southwest corner of Johnson Drive and Lamar Avenue in the City of Mission, Johnson County, Kansas; and

WHEREAS, Unified School District #512 (the applicant), presented an application to the Community Development Department of the City of Mission for a preliminary and final plat (PC Case #22-26) combining the subject property and two adjacent parcels into one and dedicating land for public right-of-way; and

WHEREAS, the application was presented to the Mission Planning Commission on September 26, 2022 as Planning Commission Case #22-26, 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 September 6, 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 for PC Case #22-26, the Planning Commission, after due consideration, voted 9-0 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 a Preliminary Plat Granted – Pursuant to Section 440.210 through Section 440.230 of the Mission Municipal Code, approval of a preliminary plat for property as described below is hereby granted as set forth in the Preliminary Plat SMSD Horizons (Planning Commission Case # 22-26) on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, Kansas 66202 subject to all laws and regulations.

All that part of the Southwest Quarter of Section 8, Township 12S, Range 25E of the 6th Principal Meridian in the City of Mission, Johnson County, Kansas, along with the East 50.00' of Lot 1, West Mission, a subdivision of record at Plat Book 13, Page 66 in said Johnson County described as follows:

Beginning at the Northeast corner of the Southwest Quarter of said Section 8; thence along the East line of said Quarter Section S2°05'32"E a distance of

456.76'; thence departing said line, along the North line of a tract of land described in Book 200903 Page 010530 in said county, S88°13'12"W a distance of 262.00' to a point on the North line of a tract of land described in Book 4269 Page 439 in said county; thence along said line N69°51'57"W a distance of 283.80' to the Northwest corner of a tract of land described in Book 4269 Page 441 in said county; thence along the Northerly and Easterly lines of a tract of land described in Book 6538 Page 295 in said county the following courses; N 68°10'23"W a distance of 151.90'; thence N1°46'48"W a distance of 100.00' to a point on the South plat line of said West Mission subdivision; thence along said line N88°13'12"E a distance of 150.00' to the Southwest corner of the East 50.00' of Lot 1 in said subdivision; thence along the West line of said East 50.00' N1°46'48"W a distance of 190.00' to a point on the North line of said Southwest Quarter of Section 8; thence along said North line N88°13'12"E a distance of 512.00' to the Point of Beginning, containing 241512.98 square feet, or 5.544 acres, more or less, subject to the rights of way of Johnson Drive and Lamar Avenue and also subject to easements and restrictions of record.

Section 2. Approval of Final Plat and Acceptance of Right-of-Way

Dedication – Pursuant to Section 440.240 et. seq of the Mission Municipal Code, approval of a final plat to be known as SMSD Horizon (Planning Commission Case # 22-26) on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, Kansas 66202 is hereby granted, and dedication of right-of-way and easements is hereby accepted.

Section 3. Effective Date - This resolution shall take effect and be in force upon the approval of the City Council and Mayor.

Passed by the City Council this 26th day of October 2022.

Approved by the Mayor this 26th day of October 2022.

Solana Flora, Mayor

ATTEST:

Robyn Fulks, City Clerk

NEW BUSINESS AGENDA ITEM: 4

PROJECT NUMBER / TITLE: Case #22-26 – Horizons Highschool Preliminary/Final Plat

REQUEST: Consideration of a Preliminary and Final Plat for SMSD Horizons

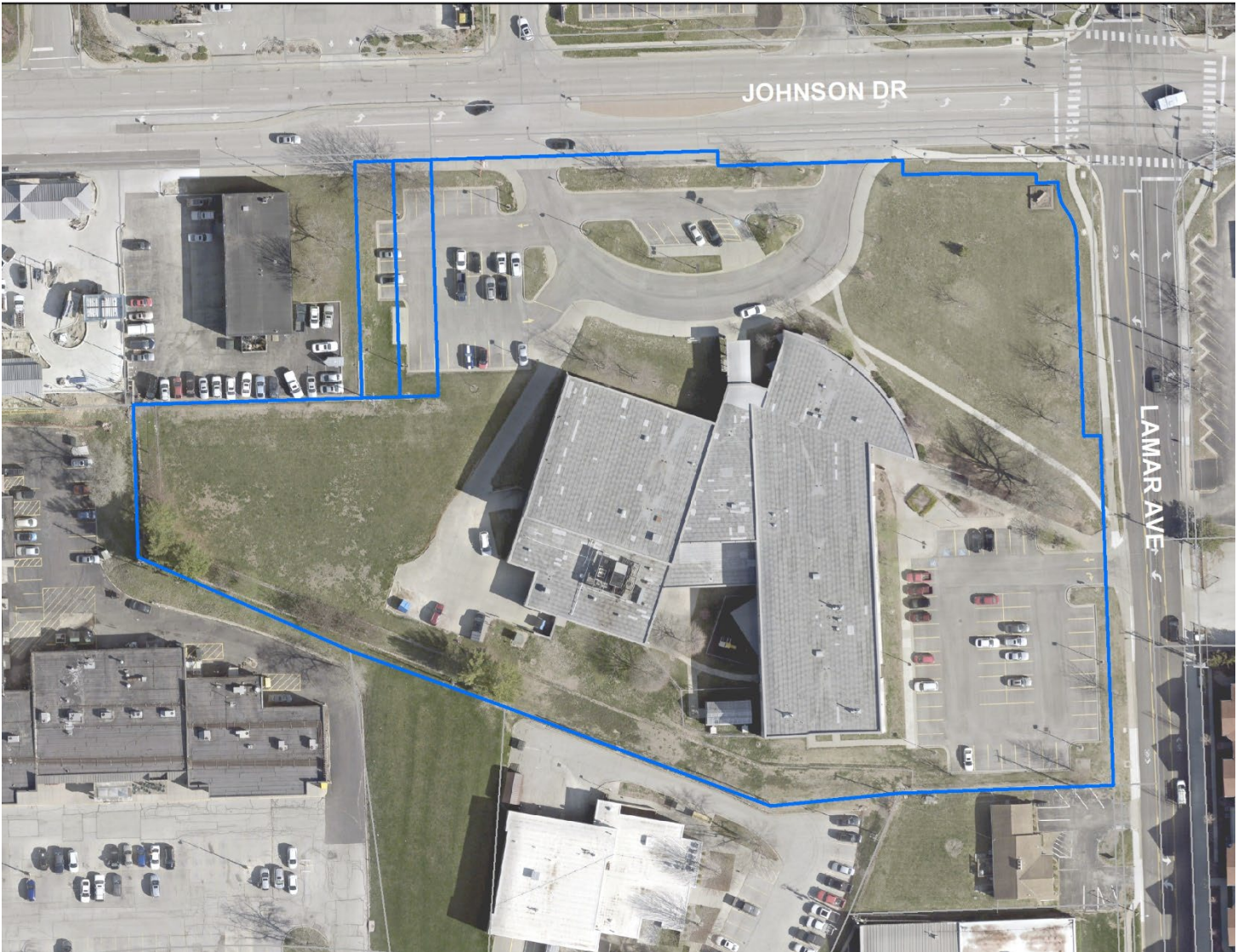
LOCATION: 5900 Lamar Avenue
Mission, KS 66202
Property ID: KF251208-2032

APPLICANT: Phillip A. Henning
11827 West 112th Street, Suite 200
Overland Park, KS 66210

STAFF CONTACT: Karie Kneller, City Planner

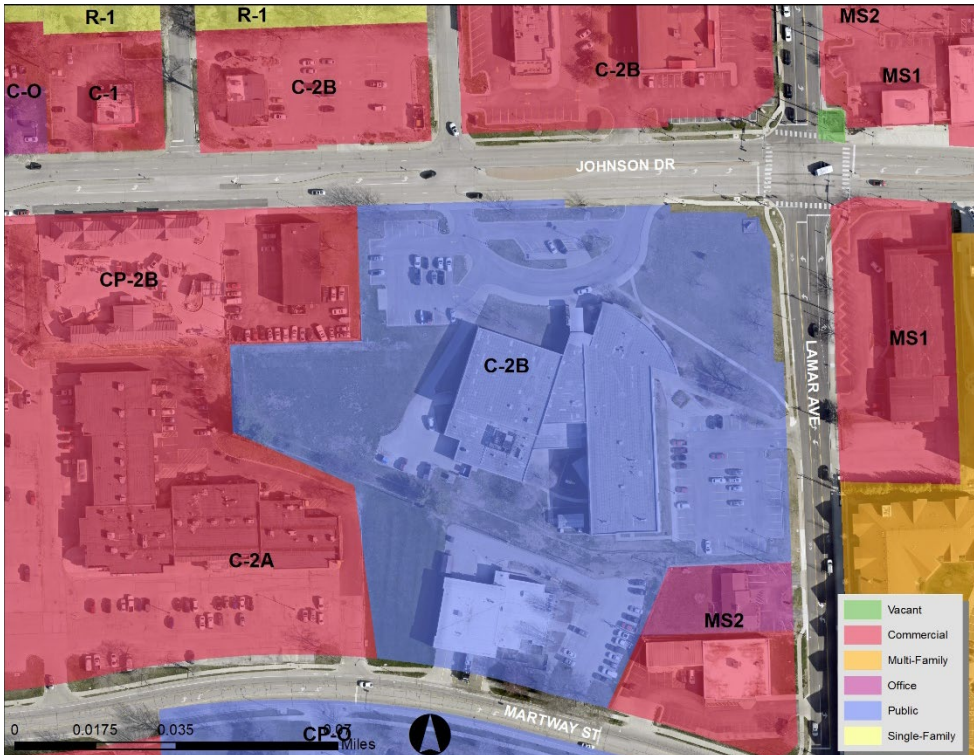
PUBLIC HEARING: September 26, 2022 – Planning Commission

LEGAL NOTICE PUBLICATION: September 6, 2022 – The Legal Record



Project Background:

The applicant submitted construction drawings for the renovation of the interior and some exterior modifications to the courtyard area at the rear of the building in February 2022. The project received permits after Staff reviewed the construction documents, and at that time Staff requested that the applicant also submit a plat for the three un-platted parcels. With this plat, the site of the school and the parcels consisting of the west parking lot will become one parcel. The plat will be known as SMSD Horizons.



Property Information:

The subject property, located at the southwest corner of Johnson Drive and Lamar Avenue, currently consists of three parcels zoned C-2B with an existing one-story high school facility built in 1999 on 4.6 acres. Surrounding the subject property are the following zones and uses:

Direction	Zone	Land Use
West	C-2B, C-2A	Service Garage, Shopping Center
East	MS2, MS1	Retirement Housing, Retail
North	C-2B	Fast Food Restaurant
South	C-2A, MS2	Fire and Rescue, Medical/Dental Office/Clinic

The property is located in the southwest quarter of Section 8, Township 12, Range 25. The site is outside the 100-year flood zone as determined by the Federal Emergency Management Agency (FEMA).

Utilities and Easements:

The site is served by a watermain in the public right-of-way on Johnson Drive, along with gas and stormwater utilities. Stormwater is captured at an inlet on-site and directed toward a main line on the eastern property line. A 10-foot electric easement enters the property on the southwestern property line. This plat dedicates additional 10 feet of right-of-way to the City of Mission at the northern property line, as requested by City Staff, to allow future build-out of sidewalk infrastructure along Johnson Drive. A total of 45 feet from centerline of the street to south of the existing sidewalk, and from the west property line to approximately 30 feet east of the easternmost curb cut is outline on the plat. The right-of-way jogs south by about 7 feet and continues east to the corner of Johnson Drive and Lamar Avenue. At the northeast corner of the property, the right-of-way continues south for the length of the property.

Code Review – Consideration of Preliminary Plats:

Mission municipal code at §440.220 states 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.

It is Staff's determination that the proposed plat is in conformance with Mission's Municipal Code.

2. The subdivision or platting represents an overall development pattern that is consistent with the Master Plan and the Official Street Map.

It is Staff's determination that the plat represents a development pattern already established and supported by the Comprehensive Plan.

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

It is Staff's determination that the plat supports good land planning and allows for future redevelopment in compliance with adopted standards.

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

It is Staff's determination that the plat does not propose changes to curb cuts or intersections.

5. All submission requirements have been satisfied.

All the requirements of 440.220-Submission of Preliminary Plats have been satisfied.

Code Review – Consideration of Final Plats:

Mission municipal code at §440.260 states that 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.

The final plat matches the preliminary plat as submitted with this application.

2. The plat conforms to all applicable requirements of this Code, subject only to approved rule exceptions.

Code requirements are described below. The proposed plat is in conformance.

3. All submission requirements have been satisfied.

All of the requirements of 440.250-Submission of Final Plats have been satisfied.

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

Analysis:

The Preliminary and Final Plats with this application consist of one lot.

Lot: total area is now 5.544 acres with the incorporated parcels on the west side of the site.

Generally, under §455.100 of the Mission Municipal Code, a typical subdivision at the time of an original plat shall exercise good design and layout, that good planning principles are followed, efficient use of land, and natural assets such as trees and topography be retained wherever practical.

The above dimensions and designations are in accordance with the stipulations set forth in the Mission Municipal Code and requirements set forth by City Staff.

Staff Recommendation:

Staff recommends that the Planning Commission recommend approval of Case #22-26 Preliminary and Final Plat of SMSD Horizons to the City Council.

Planning Commission Action:

The Planning Commission held a public hearing at their September 26, 2022 meeting to take testimony from all interested parties concerning the Preliminary and Final Plat of SMSD Horizons. At the conclusion of the public hearing the Planning Commission voted 9-0 to recommend approval to the City Council Case #22-26, Preliminary and Final Plat of SMSD Horizons to the City Council.

City Council Action:

This Preliminary Plat will be considered by the City Council at their October 26, 2022 meeting. Upon approval, the Final Plat will be signed by the Mayor and City Clerk.



Overland Park, KS • 913.317.9390

Property Description

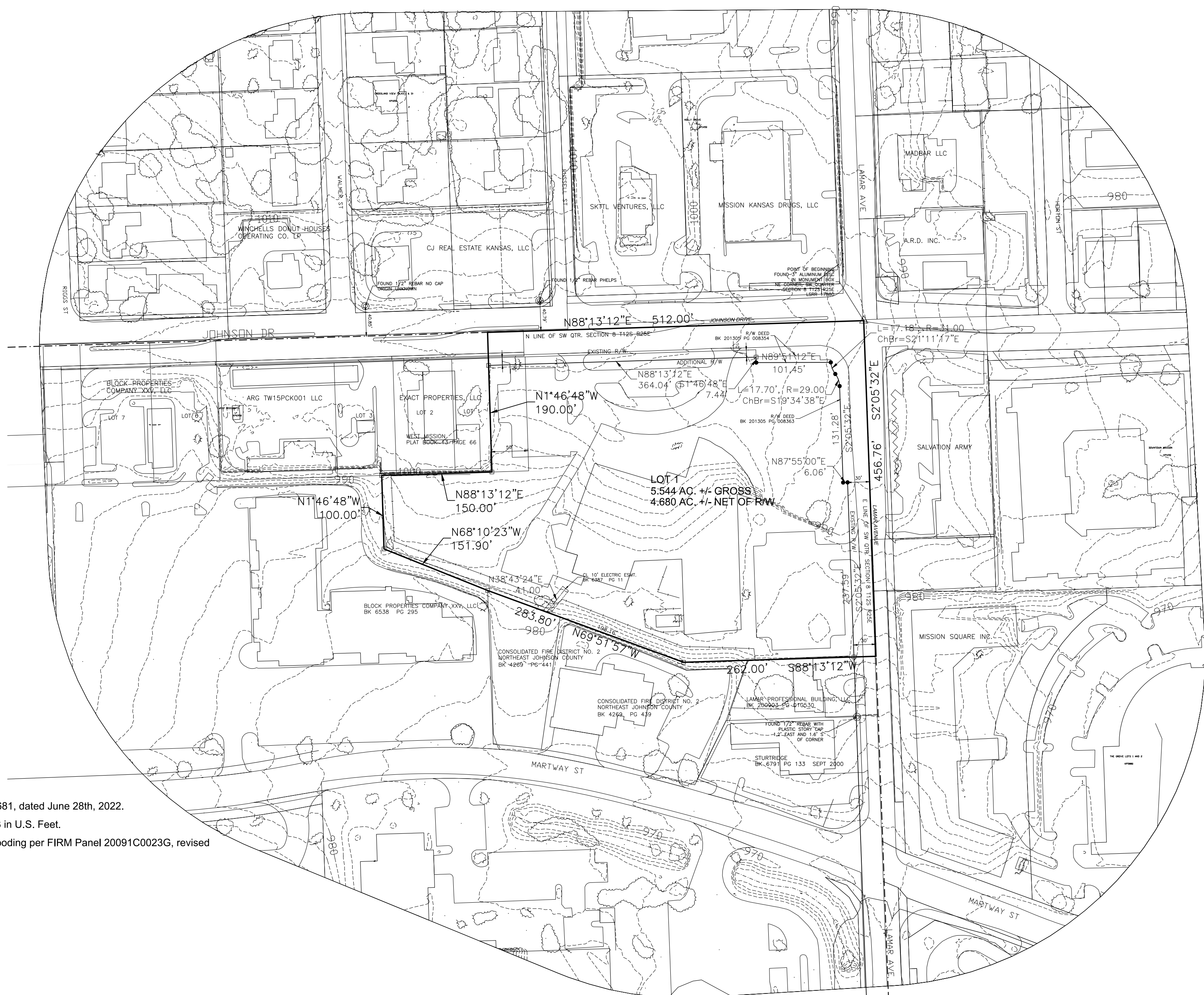
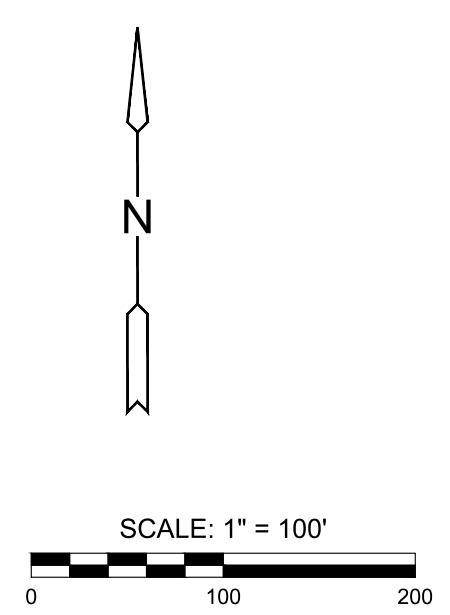
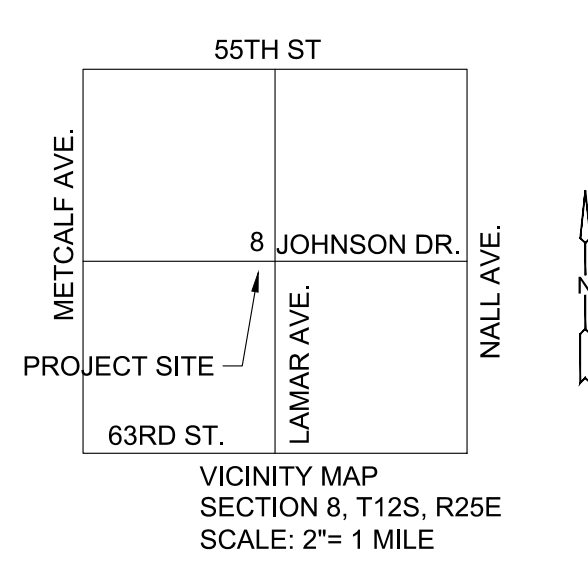
All that part of the Southwest Quarter of Section 8, Township 12S, Range 25E of the 6th Principal Meridian in the City of Mission, Johnson County, Kansas, along with the East 50.00' of Lot 1, West Mission, a subdivision of record at Plat Book 13, Page 66 in said Johnson County described as follows:

Beginning at the Northeast corner of the Southwest Quarter of said Section 8; thence along the East line of said Quarter Section S2 05'32"E a distance of 456.76'; thence departing said line, along the North line of a tract of land described in Book 200903 Page 010530 in said county, S88 13'12"W a distance of 262.00' to a point on the North line of a tract of land described in Book 4269 Page 439 in said county; thence along said line N69 51'57"W a distance of 283.80' to the Northwest corner of a tract of land described in Book 4269 Page 441 in said county; thence along the Northerly and Easterly lines of a tract of land described in Book 6538 Page 295 in said county the following courses; N 68 10'23"W a distance of 151.90'; thence N1 46'48"W a distance of 100.00' to a point on the South plat line of said West Mission subdivision; thence along said line N88 13'12"E a distance of 150.00' to the Southwest corner of the East 50.00' of Lot 1 in said subdivision; thence along the West line of said East 50.00' N1 46'48"W a distance of 190.00' to a point on the North line of said Southwest Quarter of Section 8; thence along said North line N88 13'12"E a distance of 512.00' to the Point of Beginning, containing 241512.98 square feet, or 5.544 acres, more or less, subject to the rights of way of Johnson Drive and Lamar Avenue and also subject to easements and restrictions of record.

PRELIMINARY PLAT
SMSD HORIZONS
5900 LAMAR MISSION KS

OWNER
UNIFIED SCHOOL DISTRICT #512
8200 W. 71ST ST.
OVERLAND PARK, KS. 66204
913-993.6200

ARCHITECT
DLR GROUP
7290 W 133RD ST.
OVERLAND PARK, KS. 66213
913-897-7811



NOTES:
Title information taken from Thomson-Affinity Title Company File No. 232681, dated June 28th, 2022.
Basis of Bearings is Grid North, Kansas State Plane, North Zone, NAD '83 in U.S. Feet.
Property is listed as Zone X, outside the area of 0.2% annual chance of flooding per FIRM Panel 20091C0023G, revised August 3rd, 2009.
Zoning is C2-B Business-Commercial.
Liquid waste to be handled by existing sanitary sewer.
Existing and proposed land use is a school.
Ground Floor Area 38,475 square ft. +/-

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, JOHNSON COUNTY, KANSAS THIS _____ DAY OF _____, 2022.

Mike Lee, Planning Commission Chairperson
Kimberly Steffens, Planning Commission Secretary



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www.mkec.com
These drawings and their contents, including, but not limited to, all concepts, designs, & ideas are the exclusive property of MKEC Engineering (MKEC), and may not be used or reproduced in any way without the express consent of MKEC.

PRE PLAT

PROJECT NO.	2102010797	
DATE	7-22-2022	
SCALE	1"=100'	
DESIGNED	DRAWN	CHECKED
JS		PH

NO.	REVISION	DATE

SHEET NO.
1 OF 1

P:\PROJECTS\2021\20210707_DLR_SHAWNEE MISSION HORIZONS HS04 SURVEY\DWG\PLAT\21797_PRELIM PLAT.DWG

FINAL PLAT OF SMSD HORIZONS

A SUBDIVISION OF LAND IN THE SW QUARTER OF SECTION 8, TOWNSHIP 12 S, RANGE 25E
IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS

Property Description

All that part of the Southwest Quarter of Section 8, Township 12S, Range 25E of the 6th Principal Meridian in the City of Mission, Johnson County, Kansas, along with the East 50.00' of Lot 1, West Mission, a subdivision of record at Plat Book 13, Page 66 in said Johnson County described as follows:

Beginning at the Northeast corner of the Southwest Quarter of said Section 8; thence along the East line of said Quarter Section S2°05'32"E a distance of 456.76'; thence departing said line, along the North line of a tract of land described in Book 200903 Page 010530 in said county, S88°13'12"W a distance of 262.00' to a point on the North line of a tract of land described in Book 4269 Page 439 in said county; thence along said line N69°51'57"W a distance of 283.80' to the Northwest corner of a tract of land described in Book 4269 Page 441 in said county; thence along the Northerly and Easterly lines of a tract of land described in Book 6538 Page 295 in said county the following courses; N 68°10'23"W a distance of 151.90'; thence N1°46'48"W a distance of 100.00' to a point on the South plat line of said West Mission subdivision; thence along said line N88°13'12"E a distance of 150.00' to the Southwest corner of the East 50.00' of Lot 1 in said subdivision; thence along the West line of said East 50.00' N1°46'48"W a distance of 190.00' to a point on the North line of said Southwest Quarter of Section 8; thence along said North line N88°13'12"E a distance of 512.00' to the Point of Beginning, containing 241512.98 square feet, or 5.544 acres, more or less, subject to the rights of way of Johnson Drive and Lamar Avenue and also subject to easements and restrictions of record.

Dedication:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, hereafter shall be known as "SMSD HORIZONS".

The proprietors, successors and assigns of property described on this plat hereby dedicate for public use all land described on the plat as streets or public ways not heretofore dedicated. Acceptance for the dedication of land for public right-of-way purposes described in this plat is for the sole purpose of maintaining right-of-way, and does not constitute acceptance of any terms or conditions set forth in any agreement not shown on this plat.

In accordance with KSA 12-512B, all rights, obligations, reservations, easements or interest not shown on this plat shall be vacated as to use and as to title, upon filing and recording of this plat. The proprietors, successors and assigns of property shown on this plat hereby absolve and agree, jointly and severally, to indemnify the City of Mission, Kansas of any expense incident with the relocation of any existing utility improvements heretofore installed and required to be relocated in accordance with the proposed improvements described in this plat.

An easement is granted to the City of Mission Kansas to enter upon, construct, maintain, use and authorize the location of conduits for providing water, gas, cable, electric, sewers and other utility services, including related facilities and appurtenances thereto, and drain facilities, upon, over, under and across those areas outlined and designated on this plat as "utility easement" or "U/E", and further, subject to administration and regulation by the City, the subordinate use of such areas by other governmental entities and utilities, franchised or authorized to do business in the City of Mission, Kansas.

The undersigned proprietor of the above described land hereby consents and agrees that the governing body of any special assessment district shall have the power to release such land proposed to be dedicated for streets and roads, or parts thereof, for public use, from the lien and effect of any special assessments and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on said dedicated road or street.

Consent to Levy:

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners and the City of Mission, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on the land fronting and abutting on such dedicated public way or thoroughfare.

IN TESTIMONY WHEREOF, the undersigned proprietor, _____, has caused these presents to signed on this day of _____, 2022.

Shawnee Mission USD No. 512

Dr. Joe Gilhaus, Deputy Superintendent.

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, in the year 2022, before me, a Notary Public in and for said County and State, personally appeared Dr. Joe Gilhaus, who being by me duly sworn did say that he is the Deputy Superintendent of Shawnee Mission USD No. 512, and acknowledged to me that he executed said instrument for purposes and considerations therein expressed in the capacity stated, and the act and deed of said district.

IN WITNESS THEREOF: I have hereunto set my hand and affixed my official seal the day and year last above written:

Notary Public

Print Name

My Commission Expires: _____

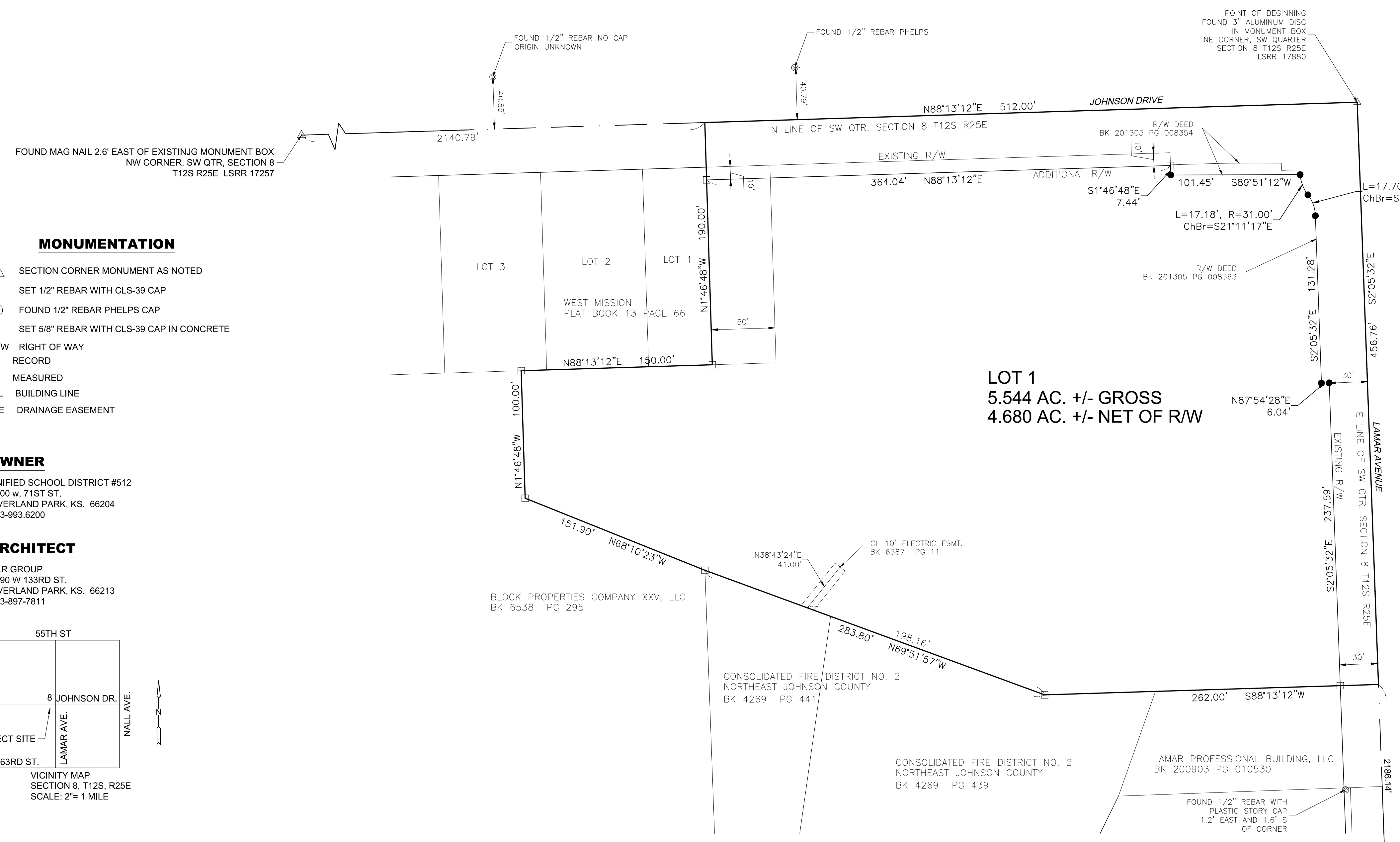


Overland Park, KS • 913.317.9390

FINAL PLAT
SMSD HORIZONS
 5900 LAMAR, MISSION, KS.

FINAL PLAT

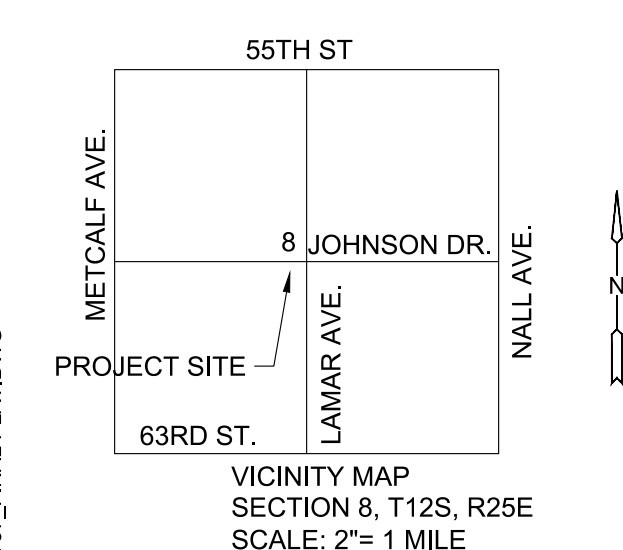
PROJECT NO.	2102010797	
DATE	7-22-2022	
SCALE	1"=50'	
DESIGNED	DRAWN	CHECKED
JS		BSH
NO.	REVISION	DATE
SHEET NO.		
1 OF 1		



- MONUMENTATION**
- ▲ SECTION CORNER MONUMENT AS NOTED
 - SET 1/2" REBAR WITH CLS-39 CAP
 - ◎ FOUND 1/2" REBAR PHELPS CAP
 - SET 5/8" REBAR WITH CLS-39 CAP IN CONCRETE
- R/W RIGHT OF WAY
R RECORD
M MEASURED
B/L BUILDING LINE
D/E DRAINAGE EASEMENT

OWNER
UNIFIED SCHOOL DISTRICT #512
8200 W. 71ST ST.
OVERLAND PARK, KS. 66204
913-993.6200

ARCHITECT
DLR GROUP
7290 W 133RD ST.
OVERLAND PARK, KS. 66213
913-897-7811



NOTES:
Title information taken from Thomson-Affinity Title Company File No. 232681, dated June 28th, 2022.
Basis of Bearings is Grid North, Kansas State Plane, North Zone, NAD '83 in U.S. Feet.
Property is listed as Zone X, outside the area of 0.2% annual chance of flooding per FIRM Panel 20091C0023G, revised August 3rd, 2009.
Zoning is C2-B Business-Commercial.

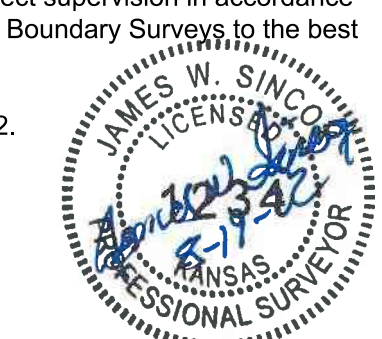
APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, JOHNSON COUNTY, KANSAS THIS _____ DAY OF _____, 2022.

Mike Lee, Planning Commission Chairperson Kimberly Steffens, Planning Commission Secretary

APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION, JOHNSON COUNTY, KANSAS THIS _____ DAY OF _____, 2022.

Solana Flora, Mayor Robyn Fulks, City Clerk

CERTIFICATION:
I, James W. Sincox, state that MKEC Engineering, Inc. has surveyed the property shown hereon under my direct supervision in accordance with the Kansas Minimum Standards for Boundary Surveys to the best of my knowledge and belief.
Field work performed February 7th, 2022.
James W. Sincox PLS 1234



P:\PROJECTS\2022\12\02010797_DLR_SHAWNEE MISSION HORIZONS\HSD\04 SURVEY\DWG\PLAT\21797_FINAL_PLAT.DWG



City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Community Development	From:	Brian Scott

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

RE: Mission Preserve Final Plat (51st Street and Riggs Avenue) – Stride Devco, Applicant - PC Case #22-24.

RECOMMENDATION: Adopt the Resolution approving a final plat to be known as Mission Preserve, PC Case #22-24

DETAILS: The Planning Commission met on Monday, September 26, 2022. At this meeting the Commission considered a final development plan and final plat for a 132-unit multi-family residential development for those that are 55 years of age or older. The development will be located on nine (9) acres at 51st Street and Riggs Avenue. The preliminary development plan and plat were approved by the City Council this past winter. The development is to be known as Mission Preserve.

The final plat, to be known as Mission Preserve, will be dedicating a portion of the property, approximately 1/4 acre in size, at the very northeast corner of the property to the City as right-of-way for Riggs Avenue. A portion of this dedicated property will then be vacated to the property to the east, 5101 Riggs. This will clean-up property lines and the right-of-way.

The Planning Commission voted 8-1 to recommend the approval of the final plat to be known as Mission Preserve – PC Case #22-24.

CFAA CONSIDERATIONS/IMPACTS: N/A

Attachments:

- Resolution
- Staff Report for Case# 22-24 Final Plat Mission Preserve
- Final Plat

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

CITY OF MISSION, KANSAS

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT TO BE KNOWN AS MISSION PRESERVE (PLANNING COMMISSION CASE #22-24)

WHEREAS, the subject property (Parcel ID: KF251205-2001) is a 9.6 acre parcel located at approximately the southwest corner of W. 51st Street and Riggs Avenue in the City of Mission, Johnson County, Kansas; and

WHEREAS, Jason Ferdig of Stride Devco (the applicant), presented an application to the Community Development Department of the City of Mission for a final plat (PC Case #22-24) of the subject property; and

WHEREAS, the applicant proposes to dedicate approximately $\frac{1}{4}$ of an acre of the subject property at the very northeast corner to the City of Mission for public right-of-way; and

WHEREAS, the application was presented to the Mission Planning Commission on September 26, 2022 as Planning Commission Case #22-24; and

WHEREAS, the Planning Commission, after due consideration, voted 8-1 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 Final Plat and Acceptance of Right-of-Way Dedication – Pursuant to Section 440.240 et. seq of the Mission Municipal Code, approval of a final plat to be known as Mission Preserve (Planning Commission Case # 22-24) on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, Kansas 66202 is hereby granted, and dedication of right-of-way and easements is hereby accepted.

Section 2. Effective Date - This resolution shall take effect and be in force upon the approval of the City Council and Mayor.

Passed by the City Council this 26th day of October 2022.

Approved by the Mayor this 26th day of October 2022.

Solana Flora, Mayor

ATTEST:

Robyn Fulks, City Clerk

NEW BUSINESS AGENDA ITEM: 7

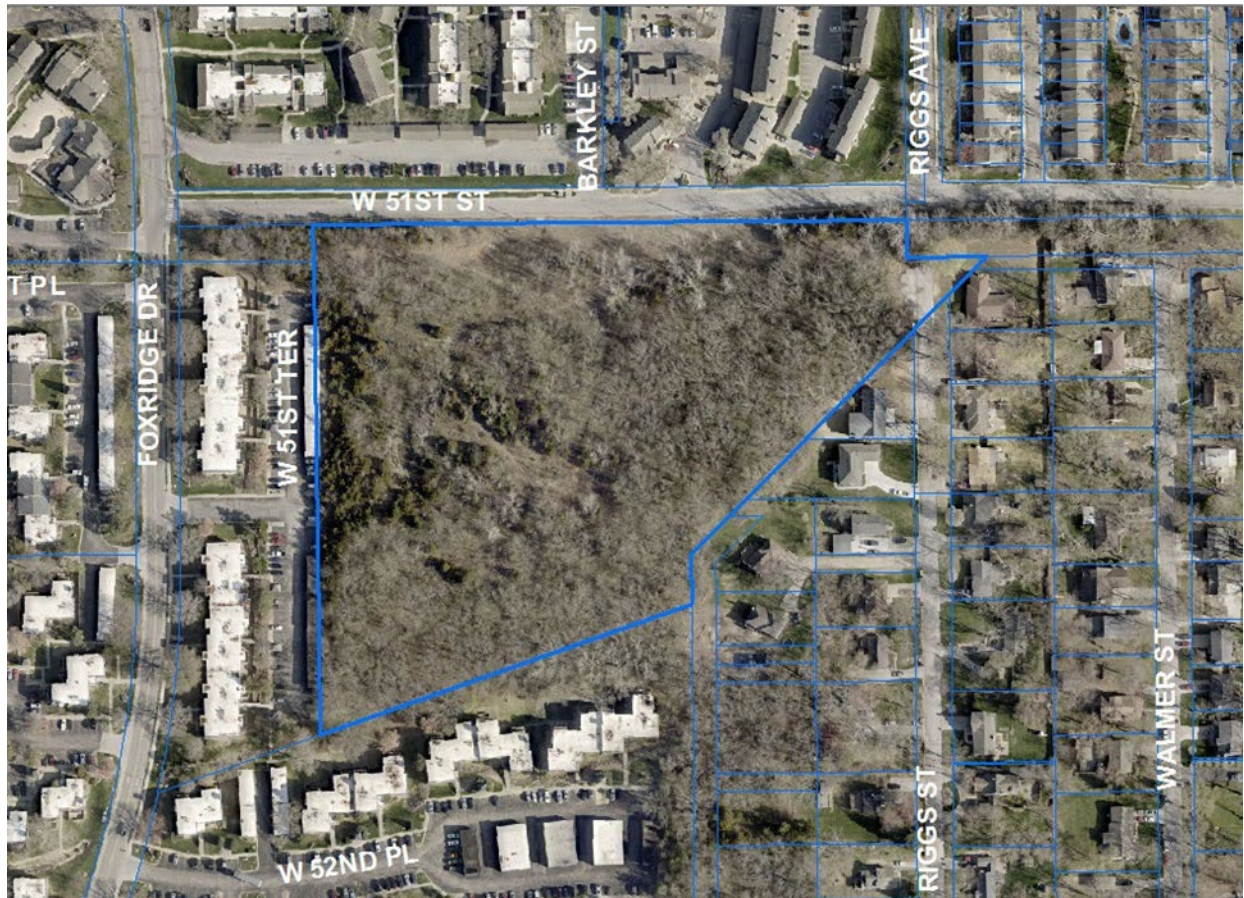
PROJECT NUMBER / TITLE: Case #22-24 – Mission Preserve Final Plat

REQUEST: Consideration of the Final Plat for Mission Preserve

LOCATION: 9.6-acre site at the Southwest Corner of 51st and Riggs
Property ID: KF251205-2002

APPLICANT: Jason Ferdig
Stride DevCo, LLC
401 W. Spruce St.
Louisville, CO 80027

STAFF CONTACT: Karie Kneller, City Planner

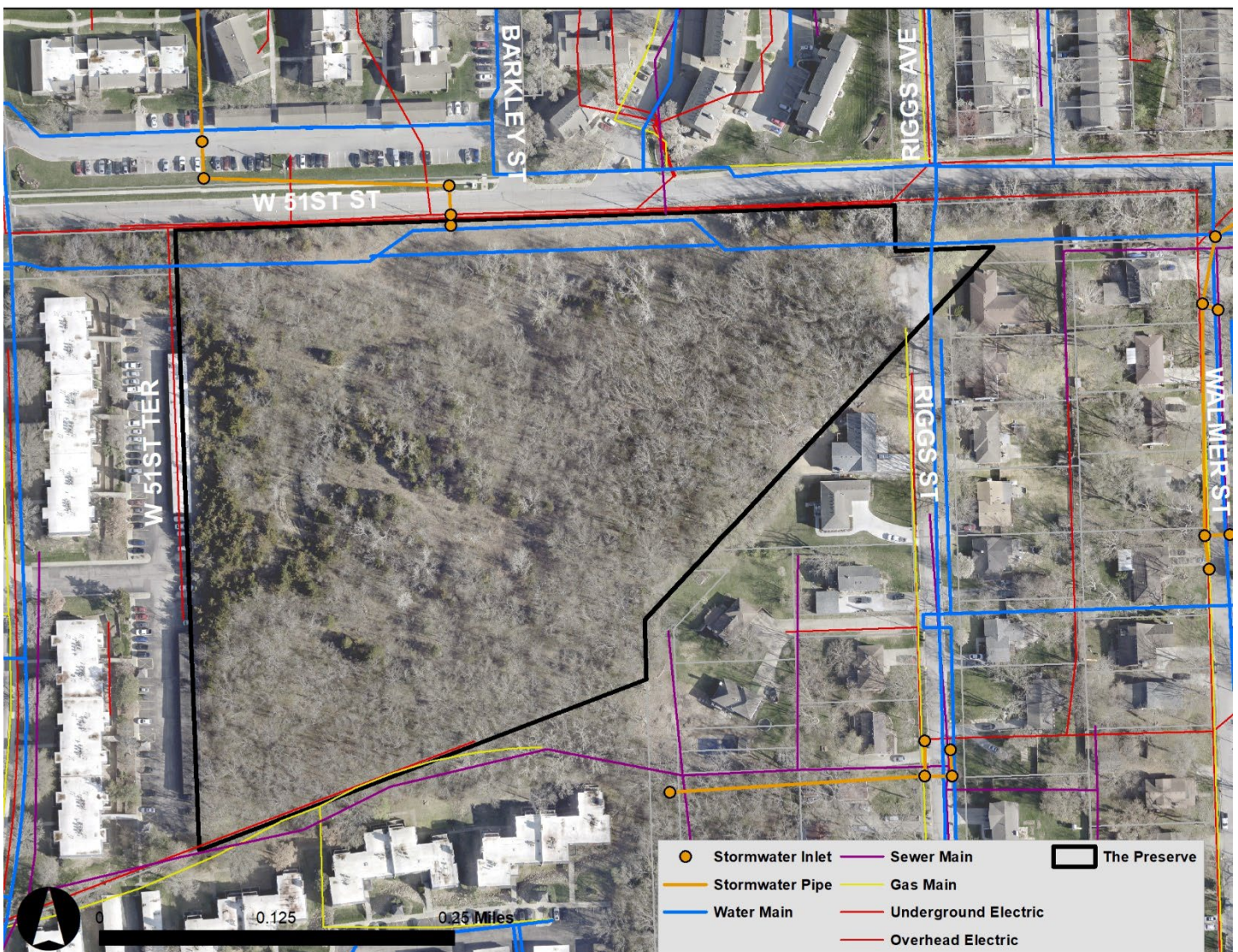


Property Information:

The subject property, located on the south side of 51st Street between Foxridge Drive and Riggs Avenue, is currently undeveloped and zoned "RP-5" Planned Senior Adult Residential District. It is a portion of the west 1/2 of Section 5, Township 12 South, Range 25 East. The total lot area is 424,134 square-feet (9.7 acres). A portion of the existing property, an area of approximately one-quarter acre in the northeast corner, will be dedicated to the City of Mission with this plat. The dedicated area consists of a partially paved dead-end turnaround at the northern terminus of Riggs Avenue just south of 51st Street. Adjacent properties to the west and south consist of multi-family dwelling units zoned R-4, and properties to the east are residential single-family structures zoned R-1.

Project Background:

The Preliminary Plat was approved by the Planning Commission in February 2022 and the City Council approved the Preliminary Plat in March 2022. This case is the Final Plat for the Mission Preserve development, which establishes the same utility and right-of-way easements from the Preliminary Plat, with the additional portion of the existing property at the northeast corner now dedicated to the City of Mission.



Code Review – Consideration of Final Plats:

Mission municipal code at §440.260 states that 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.

The final plat matches the preliminary plat and the approved Final Development Plan for the subject property.

2. The plat conforms to all applicable requirements of this Code, subject only to approved rule exceptions.

Code requirements are described below. The proposed plat is in conformance.

3. All submission requirements have been satisfied.

All of the requirements of 440.250-Submission of Final Plats have been satisfied.

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

Analysis:

The rights-of-way and easements included with this Final Plat of Mission Mission Preserve are sufficient to grant pedestrian, bicycle, and automobile access on site and to grant access to designated utility agencies for repairs and maintenance.

The applicant will be donating a portion of the property at the very northeast corner to the City of Mission for right-of-way for the bulb that is at the end of Riggs Avenue. The City will, in turn, donate the very northeast corner to the property owner at 5101 Riggs.

Generally, §455.100 of the Mission Municipal Code states that a typical subdivision at the time of an original plat shall exercise good design and layout, that good planning principles are followed, efficient use of land, and natural assets such as trees and topography be retained wherever practical.

The above dimensions and designations are in accordance with the the Mission Municipal Code and requirements set forth by City Staff.

Staff Recommendation:

Staff recommends that the Planning Commission recommend approval of the Final Plat for Mission Preserve to the City Council.

Planning Commission Action:

The Planning Commission considered the Final Plat of Mission Preserve at their September 26, 2022 meeting. At the meeting they voted 8-1 to recommend to the City Council approval of the Final Plat of Mission Preserve.

City Council Action:

The City Council will consider the Final Plat with land dedication at the October 26, 2022 meeting.

**FINAL PLAT OF
MISSION PRESERVE**
A PORTION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 12 SOUTH, RANGE 25 EAST
CITY OF MISSION, JOHNSON COUNTY, KANSAS

DESCRIPTION:

This is a survey and subdivision of a portion of the West 1/2 of Section 5, Township 12 South, Range 25 East in the City of Mission, Johnson County, Kansas, this original legal description being prepared on July 12, 2022, by me, Craig E. Chaney, Professional Surveyor, Kansas License No. 1141, and with said portion being more particularly described as follows:

COMMENCING at the Northwest Corner of the NE 1/4, SW 1/4 of said Section 5; thence N 02° 22' 51" W along the West Line of the SE 1/4 of the NW 1/4 of said Section 5, a distance of 50.00 feet to a point on the South Right-of-Way Line of 51st Street, as now established, said point also being the POINT OF BEGINNING; thence N 88° 01' 05" E, measured (N 90° 00' 00" E, deeded) along the South Right-of-Way line of said 51st Street, a distance of 306.15 feet to the Northwest Corner of Common Area of APOLLO GARDENS, a subdivision of land in the City of Mission, Johnson County, Kansas; thence S 01° 58' 55" E, measured (S 00° 00' 00" E, deeded) along the West line of said Common Area, a distance of 50.00 feet to the Southwest Corner thereof; thence N 88° 01' 05" E, measured (N 90° 00' 00" E, deeded) along the South Line of said Common Area, a distance of 111.64 feet to a point on the Northeastly Extension of the Northwestly Line of EVERETT'S SUBDIVISION OF LOT 11 MORRISON RIDGE, a subdivision of land in the City of Mission, Johnson County, Kansas; thence S 42° 49' 07" W, measured (S 44° 48' 02" W, deeded) along the Northwestly Line of said EVERETT'S SUBDIVISION OF LOT 11 MORRISON RIDGE, the Northwestly Right-of-Way line of 51st Terrace, as now vacated and along the Northwestly Right-of-Way line of Glenwood, as now established, a distance of 588.30 feet to a point on the West Line of the NE 1/4 of the SW 1/4 of said Section 5; thence S 02° 22' 51" E, measured (S 00° 23' 56" E, deeded) along the West Line of the NE 1/4 of the SW 1/4 of said Section 5 and along the Westerly Right-of-Way line of said Glenwood, a distance of 140.99 feet; thence S 77° 20' 53" W, measured (S 79° 19' 48" W, deeded) a distance of 517.01 feet; thence N 01° 58' 55" E, measured (N 00° 00' 00" E, deeded), a distance of 654.16 feet to a point on the South Right-of-Way of said 51st Street; thence N 88° 01' 05" E, measured (N 90° 00' 00" E, deeded) along the South Right-of-Way line of said 51st Street, a distance of 503.84 feet, to the POINT OF BEGINNING, containing 434,581 square feet, more or less, equal to 9.977 acres, more or less.

DEDICATION:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "MISSION PRESERVE".

The undersigned proprietor of said property shown on this plat does hereby dedicate those portions of the streets and roadways shown hereon as Riggs Avenue, together with all other parcels and parts of land indicated on this plat, and not heretofore dedicated, as streets, terraces, roads, drives, lanes, avenues, courts, places, etc., for public use as public ways or thoroughfares; subject to the right hereby reserved to the present owner and its successors and assigns for the location, construction and maintenance of conduits, water, gas and sewer pipes, poles and wires under, over and along said roadways.

The undersigned proprietor of the above tract of land hereby agrees and consents that the Board of County Commissioners of Johnson County, Kansas, and the City of Mission, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, for public use as public ways or thoroughfares; and that the amount of unpaid special assessments on such land so dedicated shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

An easement or license to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "SSE" on this plat, together with the right of ingress and egress to and from the Property over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to the Consolidated Main Sewer District of Johnson County, Kansas or their assigns. Alteration of land contours will be permitted only with the express written approval of JCW. Any placing of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation thereof. Cantilevered structures shall not obstruct a minimum clearance of 14 feet in height.

The undersigned proprietor, for itself, and its successors and assigns, hereby agrees that the respective owner(s), of buildings on the above described tract of land shall be responsible for the maintenance and repair of all building plumbing and sanitary sewer service lines common to more than one unit, and service lines from the point of connection at the building to the point of connection at the main. Individual unit tenants shall allow access to the units by the property owner and associates as needed for proper maintenance, repair and/or replacement of plumbing lines that are common to more than one unit. In the event the property is replatted to allow the sale of individual units within the building(s), the undersigned proprietor, its successors and assigns shall establish an owners association and record a restrictive covenant obligating such association to repair and maintain all building plumbing common to more than one unit including the aforesaid service lines from such building(s) to the main prior to sale of an individual unit within such building(s).

IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed its hand.

OWNER: Stride DevCo, LLC

By: _____
Jason Ferdig, Owner

STATE OF _____)
) SS.
COUNTY OF _____)

This record was acknowledged before me on _____, 2022 by Jason Ferdig as Owner of Stride DevCo, LLC.

Notary Public _____ My Commission Expires: _____
Printed Name: _____

APPROVED by the Planning Commission of the City of Mission, Johnson County, Kansas, this ____ day of _____, 2022.

Kimberly Steffens, Planning Commission Secretary

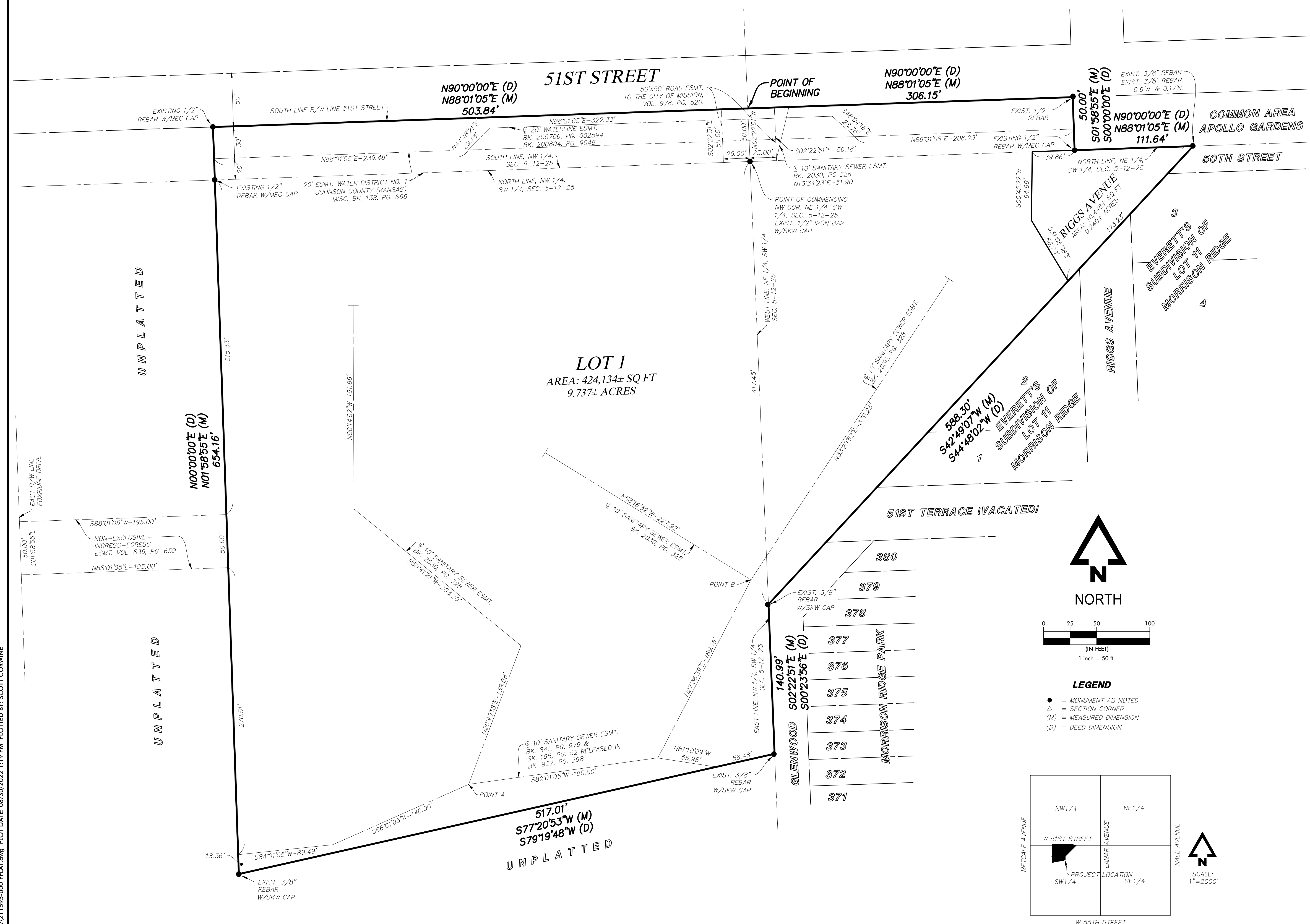
APPROVED by the Governing Body of the City of Mission, Johnson County, Kansas, this ____ day of _____, 2022.

Solana Flora, Mayor

Robyn Fulks, City Clerk

I hereby certify that the information shown hereon is based on a field survey performed under my supervision during the month of December 2021.

BY: _____
CRAIG E. CHANEY, PS, LS-1141
cchaney@mcclurevision.com



GENERAL NOTES:

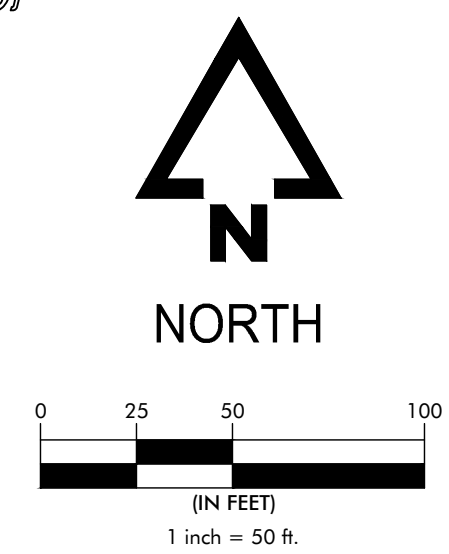
The bearing basis for this survey is base on Kansas State Plane, North Zone 1501, NAD83. CAF=0.999920159.

FLOOD NOTE:

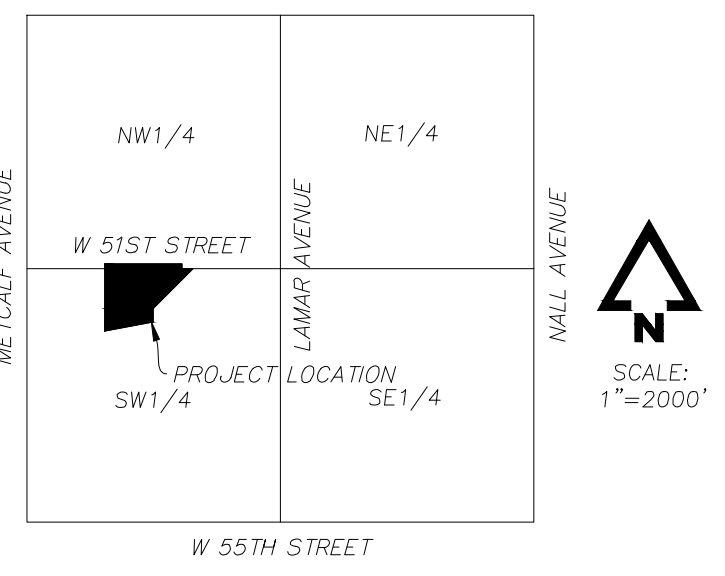
This property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate Map, prepared by the Federal Emergency Management Agency for the City of Mission, Johnson County, Kansas, Map No. 20091C0008G, Community No. 200170, Panel No. 0008, Suffix "G" and dated August 3, 2009.

DEVELOPER:
Stride DevCo, LLC
401 W. Spruce Street
Louisville, CO 80027

McCLURE
11031 STRANG LINE ROAD
LENEXA, KANSAS 66215 (913) 888-7800
WWW.MCCLUREVISION.COM



LEGEND
● = MONUMENT AS NOTED
Δ = SECTION CORNER
(M) = MEASURED DIMENSION
(D) = DEED DIMENSION



VICINITY MAP
SEC. 5-12-25

PRELIMINARY

DRAWING PATH: P:\211595-000\06-Drawing\Map\Survey\211595-000 FRAT.dwg PLOT DATE: 08/30/2022 1:19 PM PLOTTED BY: SCOTT CORWINE PROJECT NO. 211595-000 August 30, 2022 bam

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Administration	From:	Robyn Fulks

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

RE: September 7, 2022 Community Development Committee minutes.

RECOMMENDATION: Review and accept the September 7, 2022 minutes of the Community Development Committee.

DETAILS: Minutes of the September 7, 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

September 7, 2022

The Mission Community Development Committee met at the Powell Community Center and virtually via ZOOM on Wednesday, September 7, 2022. The following Committee members were present: Ken Davis, Trent Boultinghouse, Hillary Thomas, Debbie Kring, Mary Ryherd, Lea Loudon, Kristin Inman, Mayor Flora and Ben Chocie. Councilmember Chocie called the meeting to order at 7:42 p.m.

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

Public Comments

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

There were no public comments.

Public Presentations/Informational Items

Approval of Preliminary Development Plan for 5665 Foxridge Drive

Deputy City Administrator Brian Scott presented the preliminary development plan for the 307-unit multifamily development proposed at 5665 Foxridge Drive, the site of the old JC Penney call center. Mr. Scott explained that the preliminary development plan was presented to the Planning Commission at the July 25 meeting. During that meeting there was one public comment from a citizen expressing their frustration at continued apartment development as a whole in Mission. After the public comment period, the preliminary development plan was approved by the Planning Commission 9-0. Mr. Scott went on to explain that the preliminary development plan will come before the Council at their meeting on September 21.

The Developer is asking for two deviations from the Code. The form-based code calls for the building to be oriented toward Broadmoor Street, however the Developer has oriented the building toward Metcalf for better visibility, and to accommodate the type of visitor/traffic anticipated to be the primary users of the front building entrance. Staff negotiated with the Developer to obtain more street level activation along Broadmoor while allowing the building to be oriented toward Metcalf. The compromise was that the Developer has agreed to install a maker's space and bicycle repair and storage area on the ground floor level facing Broadmoor. Those spaces will come with floor to ceiling transparent windows to feel a sense of "eyes on the road" and connection with the community. The second deviation requested by the Developer is to waive the requirement of high-rise buildings to have ground level retail space in them. The compromise is the amenities the Developer is installing at ground level with transparent windows to still promote a sense of community and continuity within the development and the street outside. The Developer believes the development is too far from Johnson Drive and the City's main business corridor for a retail space to be profitable.

Councilmember Boultinghouse asked if the Developer is still pursuing LEED certification as they had been previously but does not seem to be on the table now?

Mr. Scott intoned that the Developer indicated to the Sustainability Commission on their scorecard that they were pursuing LEED certification, however that seems to be tied to their request for incentives. At this time, no decision has been made regarding an incentive requests which leaves the LEED pursuit and other sustainability issues up in the air.

Councilmember Davis asked about the ongoing deviations from the form-based code, and what point will the City be taking a harder look at the form-based code and if it is the best practice for us considering the deviations.

Mr. Scott explained that the form-based code is very descriptive and specific, which means that what the Code is asking for often does not match with what the market is sending to us. Mr. Scott additionally stated the process of updating the comprehensive land use plan will go a long way in helping to update the form-based code.

Councilmember Davis wondered if other cities have a form-based code such as ours, and whether the form-based code may be limiting projects coming forward.

Mr. Scott answered that he is aware that Overland Park has a form-based code applicable in their older downtown district. He believes theirs was modeled off of Mission's.

Councilmember Kring asked why the Developer had requested the waiver from the ground floor retail requirement, citing the large number of potential residents in the development that could possibly support a business such as a coffee shop. Mr. Scott replied that the Developer did not believe the residents alone could support retail at this time. Those amenity spaces provided by the Developer such as the maker space and bicycle repair and storage area, plus perhaps one more amenity, will replace ground floor level retail which still create a sense of connection for those outside. Mr. Scott does believe that if additional development in the area could take off, especially retail development, there could be a time in the future where the Developer may be interested in ground level retail for the development, but they do not believe it is feasible at this time.

Councilmember Inman asked about the traffic study done on Metcalf where KDOT determined they would not put in a traffic signal at 56th Street to access the development. She asked if the Developer agrees to make the recommended modifications from the traffic study to put in a turn lane on Metcalf, and if so, when?

Mr. Scott believes that is another potential challenge to this project, because since the Developer isn't asking for incentives, they have also not agreed to making those improvements listed on the traffic study. Mr. Scott's stated that if they do ask for incentives, those incentives could be contingent upon the traffic improvements on the KDOT right of way be made. KDOT did agree to come recommendations to extend an acceleration lane north on Metcalf at 56th street. They also recommended a deceleration lane to turn onto 56th from Metcalf. KDOT has agreed to those

improvements in concept, but the question is how they get funded.

Councilmember Thomas referred to Councilmember Inman's questions about the traffic study, highlighting 16 accidents between 2017-2022, some fatal, near the proposed development site. She believes the Council should prioritize how to do something at the intersection as quickly as possible. She also agrees with Councilmember Davis's comments regarding the form-based code. Finally, she asked Mr. Scott how long this preliminary development plan was good for. Mr. Scott replied five years, which is our standard. She asked then for a layout of the timeline of the plan as she feels that perhaps some of the things are out of order in relation to the Sustainability Commission scorecard experience, and the Developer now not asking for incentives and the sustainability part of the project may not happen. She wondered if maybe projects shouldn't go to the Sustainability Commission until later on the process.

Mr. Scott replied that traditionally there's a preliminary development plan, then the project goes to the Sustainability Commission, then there is a final development plan. It's sometimes a struggle to get the order correct on projects like this, wanting to make sure that the Planning Commission has what they need while the Sustainability Commission does as well. Staff is still working through those relationships and that process.

Councilmember Chociey wondered if it would be helpful to the Sustainability Commission to ask the Developer if their sustainability plans are dependent on incentives to perhaps avoid having to go through Sustainability Commission twice.

Councilmember Davis agreed with the traffic concerns, although he does not know what authority the City has to push KDOT to install a light. Regarding the plan presented, he asked Mr. Scott if the Developer could come back in the future and use some of the ground floor space for retail if they desired so?

Mr. Scott answered that he believes future improvements could be made at the building to allow for that.

Councilmember Chociey expressed his support for shifting toward street activation vs. specific retail for opportunities down the road. He understands the hesitation in putting retail in that area right now.

Mayor Flora added her thoughts on the sustainability piece. She would like Staff to ask the Developer what pieces of the sustainability scorecard would be dropped or kept depending on incentives for projects at the outset, and for that information to be shared at the September 21 Council meeting.

Councilmember Kring mentioned that Staff or the Council should consider working with area legislators regarding the traffic study and the improvements that the Council would like to see on Metcalf in conjunction with the project as there are safety issues that should be addressed.

Councilmember Thomas followed up to Councilmember Davis's comment that while Metcalf may not be our jurisdiction, she thinks that if we could allow for some funding perhaps KDOT would

work with the City to add a traffic light, or the other recommendations listed in the traffic study.

Councilmember Davis mentioned that he believes the entire stretch of Metcalf from Martway to 56th Street is a problem, citing difficulty in accessing Metcalf.

Councilmember Thomas voiced her agreement with the desire to make improvements to safety along Metcalf, including a discussion in concert with the comprehensive plan updates to consider bringing the Johnson Drive/Metcalf intersection down to grade. She believes that would change the dynamic and slow down traffic on Metcalf.

Councilmember Kring reiterated that approving a large number of apartment units is only going to add to the amount of traffic, and that should be considered.

Ms. Smith acknowledged the Council's frustration with the requests for deviations from the form-based code. The discussion around this project reiterates that the City has gone too long without evaluating the work done in the West Gateway Vision Plan process. That Plan was put in place nearly 15 years ago, and the market conditions have changed. She reminded the Council that developers can, and do, ask for deviations in all zoning districts, so the issue is not necessarily unique to the form-based code. Staff looks at the intent of the zoning codes, and how the intent can align with what the market brings in a way that the City doesn't lose sight of its ultimate goals and objectives. She believes there will always be some degree of playing "catch up" with changes in market conditions, but as a City we can commit to making zoning codes and comp plan changes or updates more frequently than we have.

Approval of Preliminary Plat for 5665 Foxridge Drive

Mr. Scott also presented the approval of the preliminary plat for the Foxridge Drive project. Many properties in Mission are not platted, which was the case here. His staff are asking Developers to plat as they go through the development process. This item will appear on the Council's September 21 meeting agenda.

Approval of Preliminary and Final Plat of Holly Heights

Mr. Scott's final presentation of the evening was regarding the 58th and Nall development project, a 77-unit apartment complex, approved over the summer at the southwest corner of 58th Street and Nall Avenue. Mr. Scott explained that there are four individual parcels which Staff has asked to be combined into one individual parcel. There is a dedication of right of way, which was missed earlier in the review process. The Developer will dedicate a sidewalk easement to the City where the sidewalk meets at 58th and Nall. The final plat has been revised and will appear on the Council's September 21 meeting agenda.

Councilmember Inman asked when the buildings would come down, as the house that is part of the development has very tall grass and weeds that need to be taken care of.

Mr. Scott will ask the Developer to take care of the code violations of the tall grass and weeds.

Action Items

Acceptance of the August 3 Community Development Committee Minutes

Minutes of the August 3, 2022 Community Development Committee were provided to the Committee.

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

Amendment of Joint Use Agreement for Streamway Park

Parks and Recreation Director Penn Almoney presented to the Committee an amended Joint Use Agreement for Streamway Park with KDOT as the City prepares to submit an application to the Land and Water Conservation Fund (LCWF) for addition of a dog park to Streamway. The City original entered into the agreement in March of 1987. KDOT has agreed with the conceptual redesigns for the park, including a dog park, and KDOT's engineer will secure approval from the Federal Highway Administration.

Director Almoney noted that KDOT did come back with two amendments, the first to ensure the redesign continues to align with the original agreement, and the second is to clarify the understanding that any park improvements would be removed if or when the agreement between the two parties ends. Payne and Jones has reviewed the agreement and they find the agreement to be reasonable. Staff recommends approval.

Councilmember Boultinghouse wanted to confirm that KDOT has not expressed any concerns or potential desire to use that site?

Mr. Almoney confirmed that is correct. KDOT does not know of any projects proposed in the that could affect the agreement.

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

Broadmoor Park Trail Task Order

Mr. Almoney next presented a task order with George Butler & Associates Inc. for design of trail improvements in Broadmoor Park. Feedback over the last two years has overwhelmingly showed that there is a need to replace the surface of the trail at Broadmoor Park. In April 2022 the Parks, Recreation + Tree Commission listed the deteriorating trail infrastructure in our parks, specifically Broadmoor Park and Waterworks Park, as top priorities to be addressed. The Broadmoor Park trail is 3/10 of a mile and 6 feet wide and is used frequently.

As the City's on-call engineers, both GBA and Olsson were asked to submit task orders for design and construction service proposals for the trail. Olsson was unable to respond due to scheduling and other project commitments. Staff recommends approving the task order from George Butler & Associates in an amount not to exceed \$32,000.00. Mr. Almoney noted that funding for the trail

design is in the 2022 Parks & Recreation CIP, and construction funding is included in the 2023 CIP. Both are paid for with existing parks and recreation sales tax dollars.

Councilmember Kring asked for clarification that this task order is only for the trail and Mr. Almoney confirmed that is correct. Councilmember Kring asked if other areas of the park would be looked at and Mr. Almoney confirmed that this specifically will only look at the trail, however some of the trail design could affect other areas of the park but only within 10-15 feet of the trail.

Ms. Smith noted that other improvements to the park would be determined pending the outcome of the sales tax renewal. The City's hope would be that with the other park improvements made, they would be able to move to Waterworks and do that project in its entirety in conjunction with the Rushton rebuild. In the interim, the Council's goal has been to demonstrate outdoor park improvement dedication by the City at all parks.

Councilmember Kring asked for a breakdown of rentals of park facilities, specifically which parks are used most frequently?

Mr. Almoney responded that Broadmoor Park is used most often for City sponsored events, and Anderson Park is reserved by the public most often.

Councilmember Inman voiced her support of the trail project and her excitement for it. She asked for clarification that the \$32,000.00 cost is only for the design work and Mr. Almoney stated that is correct, and construction will be in 2023.

Councilmember Boultinghouse stated his support for taking this item to City Council on the regular agenda to highlight the work being done.

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

Pavement Marking Project

Public Works Director Celia Duran introduced a pavement marking project. There are several streets with no pavement markings in place, and based on complaints and staff experience, her team looked evaluated several potential locations which were put out to bid. The streets included were Johnson Drive (Lamar to Metcalf), Martway (Metcalf to Nall), and Barkley (Johnson Drive to Broadmoor). As a part of the bid, staff researched options for the most efficient and cost-effective markings and determined that the MMA product was desirable. The manufacturer will come on-site to inspect, and it will be a good pilot project to see how it does over winter as staff prepares future pavement marking programs.

Two bids were received, and they were higher than anticipated. Staff worked with the contractor who was the low bidder to develop a scope of work based on unit prices that could accomplish marking in the worst locations. The recommendation is to restripe Johnson Drive (Lamar to Metcalf), Martway (Broadmoor to Metcalf) and the proposed Barkley section for an amount not to exceed

\$62,500.00. Work will ideally be completed by the end of October.

Councilmember Kring commended Ms. Duran and her staff for their responsiveness and their hard work.

Mayor Flora asked about new reflectivity standards that have recently gone into effect, and does that affect this project?

Ms. Duran answered that requirements for reflectivity have changed for pavement markings, like they did previously for stop signs. The new requirements ask cities to replace markings that disappear as soon as they are gone. She stated that her team will work to prioritize replace missing pavement markings quicker going forward.

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

Councilmember Chociej then asked Ms. Duran for any comment on missing pavement markings and the condition of the street on Roeland Drive from Johnson Drive to Shawnee Mission Parkway, as they are completely gone. He wanted to know if that is on the CARS plan?

Ms. Duran replied that it is on the CARS plan, but well into the future. She believes that depending on the status of the Gateway project staff may want to reconsider the timing.

Rock Creek Preliminary Project Study

Ms. Duran next presented a preliminary project study for the Rock Creek Channel. The Johnson County Watershed Master Plan has been completed for our watershed which is Watershed #1. The master plan at streamway/drainage characteristics, watershed risk, and evaluated the watershed based on four characteristics and severe risk areas. Mission's portion of the Rock Creek Channel was identified as a high-risk area with high flood risk and moderate water quality.

Based on the study, Mission submitted a request to the Watershed Committee for consideration of a Preliminary Project Study (PPS) for this area and received a favorable recommendation. Last week, final approval for 50% matching funds was approved by the full SMAC Advisory Committee.

Completion of the PPS will then allow Mission to submit/compete with other projects for 50% construction matching funds through the County's stormwater program. Olsson has submitted a scope of services to prepare the PPS in an amount not to exceed \$196,150.00, of which the City will receive 50% reimbursement from the County.

Ms. Duran noted that Mayor Flora had inquired what rainfall event standards being used by the County. The County is looking at reevaluating rainfall events to more accurately address future flooding events. As a part of the PPS, Olsson will develop three alternatives to address stormwater concerns. They will then apply the current and future rainfall event modeling to the concepts to that the Council will have a clear picture of the options available when considering future projects and what expense they feel is valid to address the increased rainfall events solutions for the channel.

Councilmember Davis asked if this study includes the portion of the creek from Lamar, south of 61st Terrace, to the tennis courts?

Ms. Duran stated the culverts that go back into Countryside will be included as a part of this study. They will be evaluated to determine the impacts of increasing their size.

Councilmember Davis also asked about a house in the flood plain at 61st street, and if that house would have to come out of the flood plain at some point?

Ms. Duran answered that she and Ms. Smith had discussed that. The County has a voluntary home buyout program that could be consulted, and the homeowner could decide if they wanted to participate. The PPS will provide more information on options and priorities throughout the study area.

Ms. Smith stated that the homeowner could choose to participate in the home buyout program, but there is not a requirement that they do so.

Mr. Davis referenced a flood event related to the home on 61st and he is not sure if the homeowner is aware of that event.

Ms. Duran replied that she has discussed sending that homeowner a letter letting them know about the program and their thoughts on participation, but that would be after the PPS is completed and has been evaluated.

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

51st Street (Lamar Ave. to Reeds Rd.) Sidewalk Repair Project

Public Works Superintendent Brent Morton presented on a recommendation for continued sidewalk repairs along 51st Street from Lamar to Reeds. This project came about due to citizen complaints about the state of the sidewalk, specifically as it affects children walking to school at Rushton Elementary. He cited it's at the top of the list of sidewalks that need replacement in the City. The bad panels of the sidewalk and curbs will be removed and replaced, and spot repairs will be done. Most of the work is between Lamar and Woodson with some spot repair to Reeds. Public Works has \$50,00.00 available in the 2022 CIP for sidewalk and curbs. Next year there is more in the budget and bigger, more costly projects will be able to be addressed then. Three bids were solicited, with AR Construction being the lowest at \$29,720.00. Once the contract is approved, the hope is that the project will be completed by the end of the year, weather permitting.

Councilmember Chocie j asked about the variances in the amount of the bids, as some were very high. Mr. Morton replied that is mostly due to the very busy schedules most contractors kept this year. Two of the bids were from contractors he has used before but who tend to mobilize for much bigger projects which can increase the cost of their bids.

Councilmember Boultinghouse asked if we have used AR Construction before? Mr. Morton replied that we have, usually for smaller concrete projects like this one. They have much less overhead and are a smaller company which helps to keep costs down.

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

Public Works Snow Equipment Purchase

Mr. Morton also presented the last item of the evening, consideration of purchase of a 2022 Boss Snowrator from American Equipment for \$16,929.72. This will be a new type of equipment for Public Works. As they have taken on more snow removal on trails and sidewalks, the existing Gator is the only piece they have that can do sidewalks and smaller trails, the this was resulting in turf damage. Last winter, when the Gator was out of commission, staff often resorted to hand-shoveling or snow blowing the trails and sidewalks in order to meet resident expectations, but this is a very inefficient method.

His team has tested out the equipment and were very happy with it. Other private companies who use this same item have very good results. There is only one dealer of the equipment in the area, and their bid was the most competitive. This was originally a supplemental budget request for 2023, but it was moved up to the revised 2022 budget in order to have it available for the upcoming winter season.

Ms. Smith confirmed that this equipment was included in the 2022 revised budget that was approved earlier in the evening.

Mr. Morton explained that using this Snowrator equipment can also be more environmentally friendly as it uses less material, generating less salt/chemicals that eventually end up in the stormwater system.

Councilmember Kring asked if any Public Works equipment is leased, or if the City owns everything?

Mr. Morton responded that currently the City owns all the equipment.

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

Discussion Items

There are no discussion items on the agenda.

OTHER

Department Updates

There were no further department updates.

Councilmember Kring asked for an update on the status of the old Wild Oats building.

Ms. Smith answered that the City is not familiar with current plans for the building.

Councilmember Davis expressed his thank to the Committee chairs and City staff for the hard work on all of tonight's meetings, packets and information.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 8:41 p.m.

Respectfully submitted,

Robyn L. Fulks, City Clerk

City of Mission	Item Number:	8.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Parks + Recreation	From:	Penn Almoney

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

RE: Amendment of Joint Use Agreement for Water Works Park

RECOMMENDATION: Approve a revised joint use agreement between the City of Mission, Kansas and Water District No.1 of Johnson County (WaterOne) for use of property located at 5900 W. 53rd Street, known as Water Works Park.

DETAILS: WaterOne is the owner of a pumping station located at 5900 W. 53 Street as well as green space located to the north and east of their facilities. On November 15, 1982, Mission entered into an agreement with WaterOne to allow the City “to occupy, operate, maintain and repair for public parks and recreational use purposes” an area to be designated as Water Works Park. That agreement has remained in good standing for nearly forty (40) years.

Improvements to Water Works Park were part of the conceptual planning efforts that have occurred over the last two years. WaterOne Facilities Engineering Manager, Hanley Barker, participated as a member of the stakeholder group for the park and was instrumental in ensuring that trails and amenities met the minimum distances from WaterOne’s infrastructure. A conceptual design was proposed and reviewed by the public in September 2021 and informed the final revised conceptual design in January 2022.

WaterOne staff supported the conceptual park planning and redesign process and worked with City staff to ensure their facility and trail concerns were resolved in the final conceptual layout. Here is the final comment from WaterOne engineers after reviewing the amended agreement and attached conceptual design:

1. WaterOne needs to review and approve conceptual designs as part of the agreement execution.

WaterOne and Payne & Jones legal teams have reviewed the current amended joint use agreement and approve the inclusions listed below for City Council consideration:

- Sharing improvement plans and design revision updates through Exhibit A.
- Temporary occupation by WaterOne and restricted access to the park if the need arises. If reasonable efforts are made by WaterOne to mitigate damage during underground maintenance, and the cost to mitigate exceeds the replacement cost of the City facilities, the City agrees to contribute to the cost to

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

City of Mission	Item Number:	8.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Parks + Recreation	From:	Penn Almoney

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

mitigate or repair damage.

- Both parties acknowledge that there are instances where trails cross over water mains and the City will notify WaterOne at least one month before construction begins.
- WaterOne understands the significant investment the City is making and the \$1.7M estimate is a reference to that investment.
- General liability coverages and releases may be reviewed and modified annually with written notice.

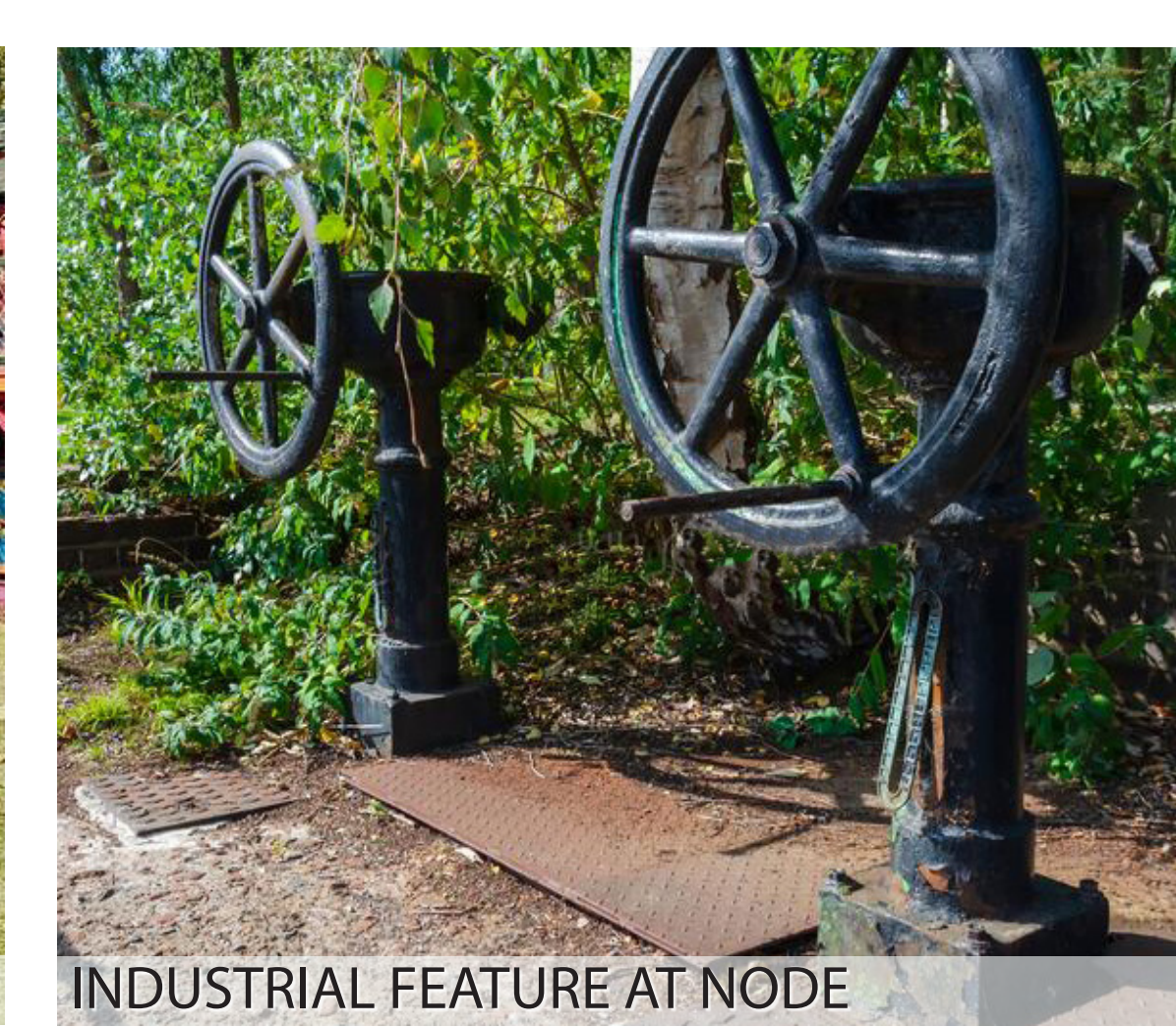
This revised agreement is a crucial element for Mission to protect its investment in future park improvements at Water Works Park. Staff recommends approval of the amended Joint Use Agreement between WaterOne and the City of Mission.

CFAA CONSIDERATIONS/IMPACTS: The proposed improvements and permissions associated with this agreement includes improvements to trails and parking lot space which promotes increased measures of mobility and provides infrastructure that maximizes use and safety for all users.

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



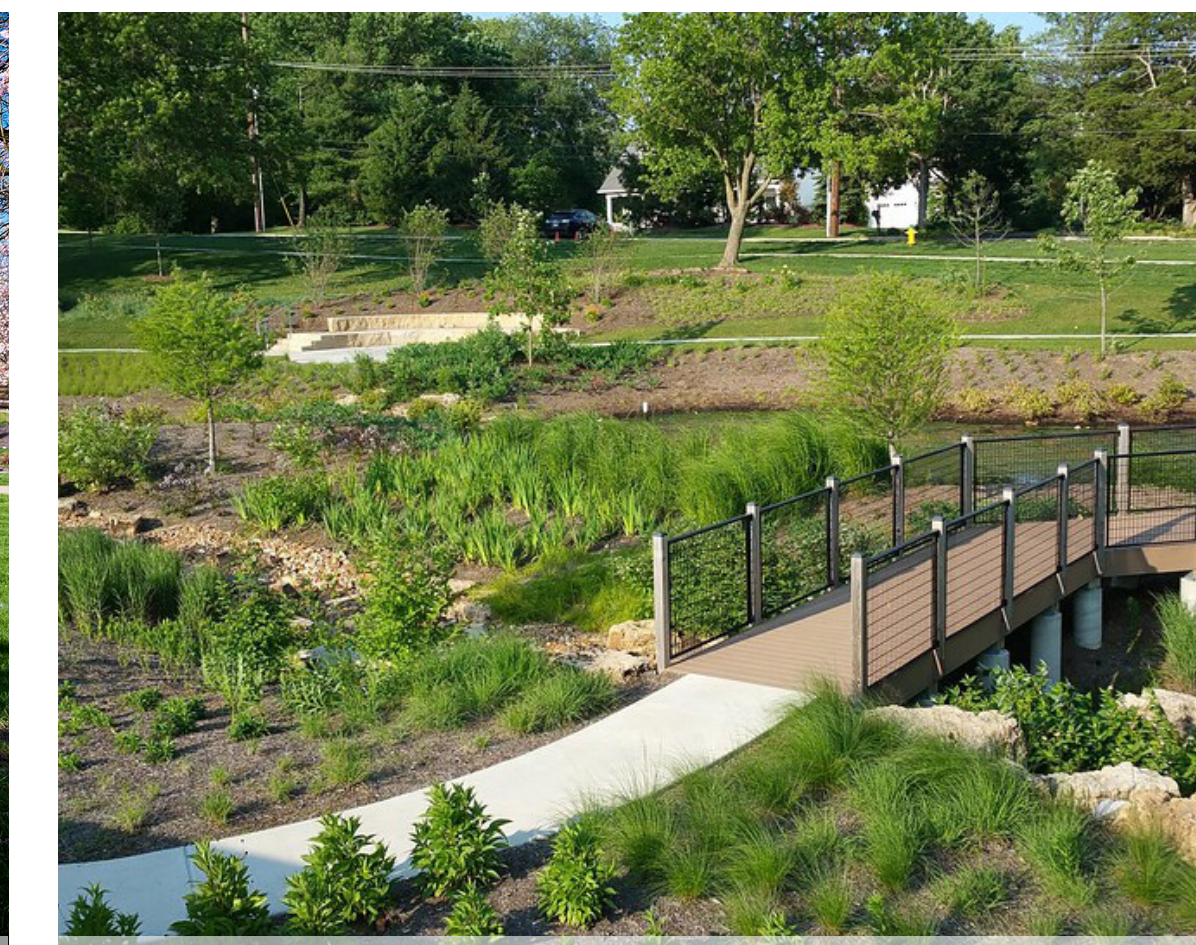
3 LEVEL PLAYGROUND



INDUSTRIAL FEATURE AT NODE



PANELS / NODES



RAIN GARDEN / BRIDGE



3 LEVEL PLAYGROUND



RESTROOMS



ZIP LINE



SHELTER

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is made the ____ day of _____, 202__, (the “Effective Date”) by and between **Water District No. 1 of Johnson County**, a quasi-municipal corporation of the State of Kansas (“WaterOne”), and the **City of Mission**, a Kansas second class city (the “City”).

Background

1. WaterOne is the owner of the Woodson Pumping Station (the “Pumping Station”) at 6503-5900 West 53rd Street, Mission, Kansas, as well as Water Works Park and the Park Area to the north and east of the Pumping Station (collectively referred to as the “Property”);

2. In addition to the Property, WaterOne owns several 24” transmission water mains and smaller distribution water mains under and adjacent to the Property (“Underground Facilities”);

2.3. In 1982, WaterOne licensed the vacant ground on the Property adjacent to the Pumping Station to City for the construction and maintenance of a park;

3.4. The City subsequently built and continues to maintain Water Works Park (“Water Works Park”) in the licensed space on the Property adjacent to the Pumping Station;

4.5. The parties further defined their obligations and responsibilities in a new license agreement in 20142017;

5.6. The City wishes to expand the use of Water Works Park in a manner that does not interrupt WaterOne’s use of its Pumping Station or Underground Facilities; and

6.7. The parties now desire to enter into a written agreement governing the expansion, continued operation and maintenance of Water Works Park.

THEREFORE, in consideration of the above background, which is incorporated into this Agreement, the parties agree as follows:

1. Grant of License. WaterOne hereby grants the City a license to continue to occupy, operate, maintain, and repair Water Works Park on the Property (the “License”). WaterOne licenses to the City the area within Property that is generally east of WaterOne’s existing split rail and chain link fences (the “Park Area”). The Park Area is indicated by the hatched area on the map attached to this Agreement as **Exhibit A**, which is explicitly made a part of this Agreement.

2. Use of Park Area. The City may only use the property for a public park and recreational use purposes. The City shall make the Park Area available and open to the public for

recreational purposes in accordance to K.S.A. Chapter 58, Article 32. The City shall not charge an admission price, fee, or consideration to any person or persons in return for the invitation or permission to enter or go onto the Park Area for recreational purposes, other than reservation fees for exclusive use of a portion or all of the Park Area by a member of the public. By way of example, the City may charge a reservation fee to use a pavilion in the Park Area. The City shall not willfully or maliciously fail to guard or warn against a patent dangerous condition, use, structure, or activity in the Park Area. The City shall not operate any motor vehicles on the Park Area, except for uses permitted by this Agreement, construction in accordance with this Agreement, maintenance of park structures, or in emergency situations.

3. Fencing Surrounding Pumping Station. WaterOne shall maintain and keep the fencing around the Pumping Station in good repair. WaterOne may add or replace the fencing at any time along the existing demarcation of the Pumping Station in Exhibit A.

4. Operation of Park. The City shall be exclusively responsible for the operation, supervision, policing, sanitation, repair, and maintenance of the Park Area and its facilities. The City shall maintain all equipment and facilities constructed or erected by the City in the Park Area in good repair. The City shall be exclusively responsible for the lawn care and trash services for the Park Area.

5. Operation and Maintenance of Underground Facilities. WaterOne shall have the right to operate, maintain, repair, inspect, rebuild, remove, and relocate the Underground Facilities as needed, determined solely by WaterOne. Such operation and maintenance may require WaterOne to temporarily occupy and restrict access to any or all the Park Area. During said temporary occupation and restriction by WaterOne, WaterOne shall use all reasonable efforts to mitigate any damage to the City's facilities and equipment in the Park Area caused by WaterOne's operation and maintenance of the Underground Facilities. If WaterOne uses all reasonable efforts to mitigate said damage, WaterOne shall not be liable to repair any damage that occurred in the Park Area during said operation and maintenance. The City shall contribute to the cost to mitigate damage to the City's facilities if the cost for WaterOne to mitigate such damage exceeds the replacement cost of the City facilities. The parties agree to work together prior to operation and maintenance activities to determine mitigation cost allocation, if necessary, and the City shall contribute to the cost to mitigate or repair damage to the City's facilities as requested by WaterOne.

5.6. Damage Due to Emergency. In the event of emergency, WaterOne may temporarily occupy and restrict access to any or all the Park Area during the emergency. During said temporary occupation and restriction by WaterOne, WaterOne shall use all reasonable efforts to mitigate any damage to the City's facilities and equipment in the Park Area caused by WaterOne employees. If WaterOne uses all reasonable efforts to mitigate said damage, WaterOne shall not be liable to repair any damage that occurred to the Park Area during said emergency.

6.7. Expansion of Park. The parties understand and agree that the impetus for this new Agreement is that the City wishes to upgrade the existing facilities in the Park Area, including the

playground equipment, picnic shelters, and concrete paths. As such, the parties agreed that the City may, during the term of this License, install, construct, or otherwise change the Park Area in accordance with the plan attached to this Agreement as **Exhibit B**, which is expressly incorporated into this Agreement (the “Plan”). Both parties agree that the Plan does not interrupt WaterOne’s current use of the Pumping Station or interrupt WaterOne’s planned use of the Property over the next ten (10) years. Both Parties agree that the Plan has considered the location of the Underground Facilities and the Plan avoids placing City facilities and equipment on top of Underground Facilities, but there are instances where a sidewalk crosses over the Underground Facilities as shown in Exhibit B. -The City shall notify WaterOne at least one (1) week-month prior to the City beginning construction in accordance with the Plan (the “Commencement Date”). During construction of the Park Area in accordance with the Plan, the City shall use all reasonable efforts to ensure it does not interfere with WaterOne’s use of the Property. The City may only modify the Park Area in accordance with the Plan. In the event the City wishes to modify the Park Area not in accordance with the Plan or wishes to vary the Plan, the City shall seek-obtain prior written approval from WaterOne.

7.8. WaterOne’s Planned Use of the Property. WaterOne represents and warrants that, as of the Effective Date, WaterOne does not currently plan to or currently anticipate the need to expand the Pumping Station in a manner that would disrupt the use of the Park Area by the City during the next ten (10) years. Given the nature of underground infrastructure, WaterOne can not represent or warrant that it will not need to maintain, repair, inspect, rebuild, remove, or relocate the Underground Facilities during the next ten (10) years.

~~8. — Future Representation and Warranties. The parties understand that City upgrading the Park Area in accordance with the Plan represents a large investment by the City and that the City may wish not to upgrade the Park Area in accordance with the Plan if, at the time of construction, WaterOne plans to cancel this License. As such, at any point during the term of this Agreement, the City may request WaterOne to complete the representation and warranties contained in **Exhibit C**, which is attached to and expressly made a part of this Agreement (the “Future Representations and Warranties”). WaterOne shall complete and sign the Future Representations and Warranties within ten (10) days of the request by the City. The City may request WaterOne complete the Future Representations and Warranties no more than once every six (6) months. The signed Future Representations and Warranties shall be a part of this Agreement.~~

9. Protected Period. If the City decides to upgrade the Park Area in accordance with the Plan, the City shall pay for all construction to the Park Area under the Plan. WaterOne recognizes the upgrades to the Park Area in accordance with the Plan represent a significant investment in the Park Area by the City, costing the City an estimated One Million Seven Hundred Twelve Thousand Six Hundred Forty Nine Dollars (\$1,712,649.00). As such, the parties agree that WaterOne shall take all reasonable steps to not revoke the License during the ten (10) year period following the Commencement Date (the “Protected Period”). If WaterOne wishes to revoke the License or terminate this Agreement without a breach by the City during the Protected Period,

WaterOne agrees that, prior to giving written notice of termination under Section 10 of this Agreement, WaterOne will enter good faith negotiations with the City for at least thirty (30) days to reach a compromise to reduce the size of the license, if possible, and still allow the City to utilize part of the Park Area. If the parties are unable to reach a compromise in accordance with this Section, WaterOne may pursue Termination under Section 10 of this Agreement.

10. Termination. WaterOne can terminate this Agreement upon one hundred eighty (180) days' written notice to the City that WaterOne intends to sell the Property or that the Park Area is needed for further development. Further, WaterOne can terminate this Agreement upon sixty (60) days written notice if the City has substantially breached this Agreement and the City has not remedied or taken substantial steps to remedy said breach within said sixty (60) day period. The City may terminate this Agreement upon written notice to WaterOne for any reason. In the event this Agreement is terminated, the City shall remove its equipment and structures no later than sixty (60) days after termination of this Agreement.

11. Indemnification. Each party agrees to indemnify, defend, and hold the other party harmless from all demands, claims, suits and judgments arising from activities related to the party's use of the Property. The Kansas Tort Claims Act immunities and maximum liabilities are applicable under this Agreement.

12. Insurance by the City.

a. The City shall maintain insurance on the Park Area with insurers acceptable to WaterOne. Said insurance shall include the following:

i. Workers' Compensation and Employers' Liability Coverage:

1. \$500,000/\$500,000/\$500,000 or other Kansas statutory minimum

ii. Commercial Automobile Liability:

2-1.\$1,000,000 Combined Single Limit

iii. Commercial General Liability Coverage:

3-1.\$1,000,000/\$2,000,000 per occurrence/annual aggregate

iv. Umbrella Liability:

4-1,000,000 general aggregate

1.

b. The City shall ensure the insurance may not be cancelled, materially changed or renewal refused unless the insurance company provides thirty (30) days prior written notice to WaterOne.

- c. If the insurance is issued on a claims-made basis, the City shall maintain the coverage for a least two (2) years after the termination of this Agreement.
- d. Insurance contains a cross liability or severability of interest clause or endorsement. The City shall name WaterOne as an additional insured under each applicable insurance policy.
- e. The City shall provide WaterOne evidence of said required insurance policy when requested by WaterOne.
- f. With respect to Workers' Compensation, Commercial Automobile Liability, Commercial General Liability, and Umbrella Liability Insurance, the City shall require its insurance carrier to waive all rights of subrogation against WaterOne as allowable by law.
- e.g. These coverages may be reviewed and modified by WaterOne on an annual basis, as based on the anniversary of the Effective Date of this Agreement. The City will be notified of any changes in the insurance requirements within sixty (60) days of the anniversary date. The City has thirty (30) days to provide evidence to WaterOne that the insurance changes have been made.

13. All Previous Agreements. The parties agree that all previous agreements concerning the Park Area or the Pumping Station between WaterOne and the City are hereby revoked and invalid.

14. Assignment. This Agreement is not assignable, and any proposed assignment is invalid. This Agreement is binding upon the successor of the parties.

15. Invalidity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

16. Choice of Law and Venue. This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of Kansas, including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of Kansas, County of Johnson.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, by their respective chief administrative officers by authority of their respective governing bodies.

THE CITY OF MISSION

Laura Smith, City Administrator

WATER DISTRICT NO. 1 OF JOHNSON COUNTY

By: _____

~~General Manager~~ Michael J. Armstrong, General Manager

Exhibit A

Park Area

Exhibit B

The Plan

Exhibit C

Future Representation and Warranty

On this _____ day of _____, 20____ (the "Warranty Date"), ~~Water District No. 1 of Johnson County~~, a quasi-municipal corporation of the State of Kansas ("WaterOne") represents and warrants to the ~~City of Mission~~, a Kansas second class city (the "City"), that, as of the Warranty Date (check one):

~~_____ WaterOne does not plan to or anticipate the need to expand the Pumping Station in a manner that would disrupt the use of the Park Area by the City during the next ten (10) years.~~

~~_____ WaterOne does plan to or does anticipate the need to expand the Pumping Station in a manner that would disrupt the use of the Park Area by the City during the next ten (10) years.~~

~~IN WITNESS WHEREOF, the WaterOne have executed this Future Representation and Warranty on the Warranty Date, by its chief administrative officer by authority of its respective governing bodies.~~

~~_____ WATER DISTRICT NO. 1 OF JOHNSON COUNTY~~

By: _____

General Manager

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is made the ____ day of _____, 202__, (the “Effective Date”) by and between **Water District No. 1 of Johnson County**, a quasi-municipal corporation of the State of Kansas (“WaterOne”), and the **City of Mission**, a Kansas second class city (the “City”).

Background

1. WaterOne is the owner of the Woodson Pumping Station (the “Pumping Station”) at 5900 West 53rd Street, Mission, Kansas, as well as Water Works Park and the Park Area to the north and east of the Pumping Station (collectively referred to as the “Property”);
2. In addition to the Property, WaterOne owns several 24” transmission water mains and smaller distribution water mains under and adjacent to the Property (“Underground Facilities”);
3. In 1982, WaterOne licensed the vacant ground on the Property adjacent to the Pumping Station to City for the construction and maintenance of a park;
4. The City subsequently built and continues to maintain Water Works Park (“Water Works Park”) in the licensed space on the Property adjacent to the Pumping Station;
5. The parties further defined their obligations and responsibilities in a new license agreement in 2017;
6. The City wishes to expand the use of Water Works Park in a manner that does not interrupt WaterOne’s use of its Pumping Station or Underground Facilities; and
7. The parties now desire to enter into a written agreement governing the expansion, continued operation and maintenance of Water Works Park.

THEREFORE, in consideration of the above background, which is incorporated into this Agreement, the parties agree as follows:

1. Grant of License. WaterOne hereby grants the City a license to continue to occupy, operate, maintain, and repair Water Works Park on the Property (the “License”). WaterOne licenses to the City the area within Property that is generally east of WaterOne’s existing split rail and chain link fences (the “Park Area”). The Park Area is indicated by the hatched area on the map attached to this Agreement as **Exhibit A**, which is explicitly made a part of this Agreement.
2. Use of Park Area. The City may only use the property for a public park and recreational use purposes. The City shall make the Park Area available and open to the public for

recreational purposes in accordance to K.S.A. Chapter 58, Article 32. The City shall not charge an admission price, fee, or consideration to any person or persons in return for the invitation or permission to enter or go onto the Park Area for recreational purposes, other than reservation fees for exclusive use of a portion or all of the Park Area by a member of the public. By way of example, the City may charge a reservation fee to use a pavilion in the Park Area. The City shall not willfully or maliciously fail to guard or warn against a patent dangerous condition, use, structure, or activity in the Park Area. The City shall not operate any motor vehicles on the Park Area, except for uses permitted by this Agreement, construction in accordance with this Agreement, maintenance of park structures, or in emergency situations.

3. Fencing Surrounding Pumping Station. WaterOne shall maintain and keep the fencing around the Pumping Station in good repair. WaterOne may add or replace the fencing at any time along the existing demarcation of the Pumping Station in Exhibit A.

4. Operation of Park. The City shall be exclusively responsible for the operation, supervision, policing, sanitation, repair, and maintenance of the Park Area and its facilities. The City shall maintain all equipment and facilities constructed or erected by the City in the Park Area in good repair. The City shall be exclusively responsible for the lawn care and trash services for the Park Area.

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6. Damage Due to Emergency. In the event of emergency, WaterOne may temporarily occupy and restrict access to any or all the Park Area during the emergency. During said temporary occupation and restriction by WaterOne, WaterOne shall use all reasonable efforts to mitigate any damage to the City's facilities and equipment in the Park Area caused by WaterOne employees. If WaterOne uses all reasonable efforts to mitigate said damage, WaterOne shall not be liable to repair any damage that occurred to the Park Area during said emergency.

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playground equipment, picnic shelters, and concrete paths. As such, the parties agreed that the City may, during the term of this License, install, construct, or otherwise change the Park Area in accordance with the plan attached to this Agreement as **Exhibit B**, which is expressly incorporated into this Agreement (the “Plan”). Both parties agree that the Plan does not interrupt WaterOne’s current use of the Pumping Station or interrupt WaterOne’s planned use of the Property over the next ten (10) years. Both Parties agree that the Plan has considered the location of the Underground Facilities and the Plan avoids placing City facilities and equipment on top of Underground Facilities, but there are instances where a sidewalk crosses over the Underground Facilities as shown in Exhibit B. The City shall notify WaterOne at least one (1) month prior to the City beginning construction in accordance with the Plan (the “Commencement Date”). During construction of the Park Area in accordance with the Plan, the City shall use all reasonable efforts to ensure it does not interfere with WaterOne’s use of the Property. The City may only modify the Park Area in accordance with the Plan. In the event the City wishes to modify the Park Area not in accordance with the Plan or wishes to vary the Plan, the City shall obtain prior written approval from WaterOne.

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10. Termination. WaterOne can terminate this Agreement upon one hundred eighty (180) days’ written notice to the City that WaterOne intends to sell the Property or that the Park Area is needed for further development. Further, WaterOne can terminate this Agreement upon sixty (60) days written notice if the City has substantially breached this Agreement and the City has not remedied or taken substantial steps to remedy said breach within said sixty (60) day period.

The City may terminate this Agreement upon written notice to WaterOne for any reason. In the event this Agreement is terminated, the City shall remove its equipment and structures no later than sixty (60) days after termination of this Agreement.

11. Indemnification. Each party agrees to indemnify, defend, and hold the other party harmless from all demands, claims, suits and judgments arising from activities related to the party's use of the Property. The Kansas Tort Claims Act immunities and maximum liabilities are applicable under this Agreement.

12. Insurance by the City.

- a. The City shall maintain insurance on the Park Area with insurers acceptable to WaterOne. Said insurance shall include the following:
 - i. Workers' Compensation and Employers' Liability Coverage:
 1. \$500,000/\$500,000/\$500,000 or other Kansas statutory minimum
 - ii. Commercial Automobile Liability:
 1. \$1,000,000 Combined Single Limit
 - iii. Commercial General Liability Coverage:
 1. \$1,000,000/\$2,000,000 per occurrence/annual aggregate
 - iv. Umbrella Liability:
 1. \$1,000,000 general aggregate
- b. The City shall ensure the insurance may not be cancelled, materially changed or renewal refused unless the insurance company provides thirty (30) days prior written notice to WaterOne.
- c. If the insurance is issued on a claims-made basis, the City shall maintain the coverage for a least two (2) years after the termination of this Agreement.
- d. Insurance contains a cross liability or severability of interest clause or endorsement. The City shall name WaterOne as an additional insured under each applicable insurance policy.
- e. The City shall provide WaterOne evidence of said required insurance policy when requested by WaterOne.
- f. With respect to Workers' Compensation, Commercial Automobile Liability, Commercial General Liability, and Umbrella Liability Insurance, the City shall require its insurance carrier to waive all rights of subrogation against WaterOne as allowable by law.

- g. These coverages may be reviewed and modified by WaterOne on an annual basis, as based on the anniversary of the Effective Date of this Agreement. The City will be notified of any changes in the insurance requirements within sixty (60) days of the anniversary date. The City has thirty (30) days to provide evidence to WaterOne that the insurance changes have been made.

13. All Previous Agreements. The parties agree that all previous agreements concerning the Park Area or the Pumping Station between WaterOne and the City are hereby revoked and invalid.

14. Assignment. This Agreement is not assignable, and any proposed assignment is invalid. This Agreement is binding upon the successor of the parties.

15. Invalidity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

16. Choice of Law and Venue. This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of Kansas, including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of Kansas, County of Johnson.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, by their respective chief administrative officers by authority of their respective governing bodies.

THE CITY OF MISSION

Laura Smith, City Administrator

WATER DISTRICT NO. 1 OF JOHNSON COUNTY

Michael J. Armstrong, General Manager

Exhibit A

Park Area

Exhibit B

The Plan

City of Mission	Item Number:	9.
ACTION ITEM SUMMARY	Date:	October 12, 2022
PUBLIC WORKS	From:	Celia Duran

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

RE: Contract with GEI Consultants, Inc. for Pavement Condition Update

RECOMMENDATION: Approve a contract with GEI Consultants, Inc. to provide a pavement condition update in an amount not to exceed \$20,000.

DETAILS: In 2017, Stantec performed a street asset inventory and condition update for the City of Mission. The scope of work included inventorying all streets, curbs and sidewalks and assigning a condition rating to each asset. Each street was given a Pavement Condition Index (PCI) which measures the condition of the pavement surface and the smoothness of the road. A numerical rating was assigned to each section of road, with 0 being the worst and 100 being the best.

Stantec was retained in 2020 to use the 2017 data and available geotechnical data and work history records to develop decision criteria to be applied to the development of an on-going street preservation program. This criteria was used to recommend maintenance and rehabilitation treatment options based on specific pavement conditions, as well as associated costs. Using various funding scenarios, a prioritized list of roads was developed to be addressed in each of the next 10 years. This list of roads is flexible as pavement conditions or priorities change over time; however, this prioritized list assists the City in determining the annual level of funding necessary to achieve the desired level of investments in Mission's streets.

PCI data is recommended to be updated every 5 years; therefore, Staff recommends retaining GEI (with GM BluePlan as their consultant) to collect updated pavement condition data in order to reprioritize streets for rehabilitation. GEI will perform the data acquisition using vehicle mounted cameras and Artificial Intelligence (AI) data collection, and GM BluePlan will perform the data processing and rehabilitation needs analysis similar to what was completed in 2020. The project manager for GM BluePlan previously performed data processing and the needs analysis when he worked for Stantec and is very familiar with the City of Mission and our pavement needs.

The scope of work includes project initiation and data acquisition, maintenance and rehabilitation needs analysis and decision criteria development, program development, and a summary report with maps.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Capital Improvement Fund
Available Budget:	\$20,000

City of Mission	Item Number:	9.
ACTION ITEM SUMMARY	Date:	October 12, 2022
PUBLIC WORKS	From:	Celia Duran

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

Upon approval of the contract, the work is anticipated to be completed by the end of December 2022 and will be used to update our project priority list based on updated PCI data, if necessary.

CFAA CONSIDERATIONS/IMPACTS: NA

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Capital Improvement Fund
Available Budget:	\$20,000



Consulting
Engineers and
Scientists

September 21, 2022
Proposal No. 610040

VIA EMAIL: cduran@missionks.org

Ms. Celia Duran, PE
Public Works Director
City of Mission KS
4775 Lamar Avenue
Mission, KS 66202

**Re: Proposal for Pavement Consulting Services
City of Mission 2022 Pavement Condition Update**

Dear Ms. Duran:

GEI Consultants, Inc. (GEI) is pleased to submit this proposal for pavement consulting services for the City of Mission pavement condition assessment on the City's road network.

The project will primarily consist of a pavement condition evaluation whereby pavement surface distress data will be collected on all City roads by means of a mobile data collection vehicle. The condition data will be collected in a continuous manner at posted speed limits.

Based on a previous pavement condition survey conducted in 2017, the current estimate of streets to include in this survey is approximately 50 survey-miles.

In addition to the pavement condition survey, a rehabilitation needs analysis will be performed to identify feasible treatment needs and costs across the road network.

Project Team

We have assembled a highly qualified and responsive team with an informed project approach that we believe will provide the City of Mission with cost effective and timely pavement consulting services for the City pavement condition assessment. For this assignment, GEI partnering with GM BluePlan (GMBP) to provide our pavement data collection and analysis technology.

GEI Consultants, Inc.

Kari Francis is a Project Manager with GEI with over 22 years of civil engineering and project management experience. The majority of her experience has been focused on pavement management, evaluation, design and consulting services and project manager on various engineering projects. Kari has provided pavement consulting services for various property owners and municipalities across the county.

GM BluePlan

Fred Stephenson is a Senior Project Manager with GM BluePlan. In this role, Fred is specifically involved in projects that require integration of various pavement and asset management service disciplines. Fred has over 25 years of industry experience specifically dedicated to pavement and asset management. He has provided pavement condition assessments, pavement management system implementations and consulting services for agencies across the United States, including many municipalities in the greater Kansas City area.

Recent projects include:	<ul style="list-style-type: none">• City of Mission, KS• City of Overland Park, KS• City of Olathe, KS• City of Roeland Park, KS• City of Lenexa, KS• City of Leavenworth, KS	<ul style="list-style-type: none">• City of Fairway, KS• City of Spring Hill, KS• City of Edgerton, KS• City of Kansas City, MO• City of Blue Springs, MO• City of Independence, MO	<ul style="list-style-type: none">• City of Raytown, MO• City of Belton, MO• City of Peculiar, MO• City of Platte City, MO

Scope of Services

Our proposed scope, budget, and schedule for our consulting services are described below.

Pavement Condition Assessment

Data Acquisition

As previously noted, for this project GEI is teaming with our pavement and asset data collection technology provider, GMBP that provides innovative and cost-effective solutions for pavement and asset data collection and analysis.

The GMBP system utilizes a combination of automated, semi-automated and Artificial Intelligence (AI) data collection technologies to provide pavement distress ratings.



The data acquisition system is a specifically developed application that primarily works with vehicle mounted cameras to capture right of way and pavement view images.

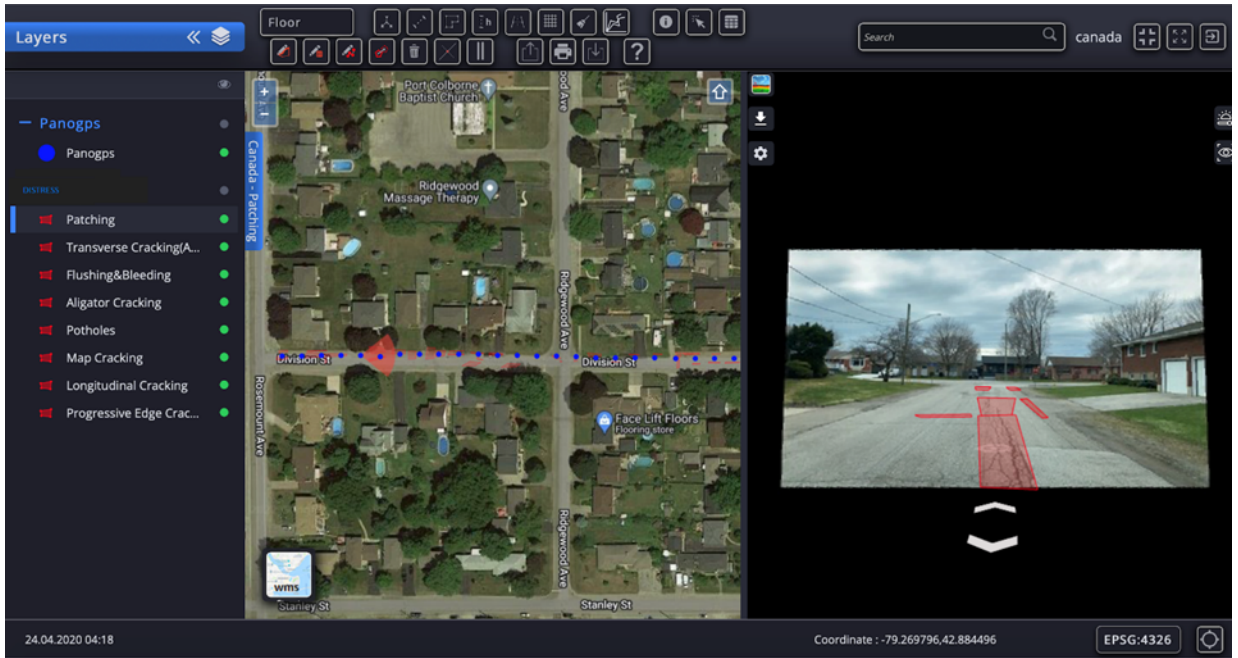
Post processing of the imagery is primarily done using artificial intelligence to identify and quantify pavement defects.

The imagery data is also supplemented with a customized application used in the data collection vehicle to collect additional features, defects or observations that are not captured using the AI/imagery - based system.

Data Processing & Analysis

All of the collected imagery and supplemental data is fed into a sophisticated image and data processing application where computer processing algorithms are applied to each image to detect, classify and quantify pavement distresses.

This workstation environment also allows for a complete validation and quality review of the collected imagery and AI processing results of the pavement defects. Manual adjustments can be made at this time to correct any distress identification or automated rating evaluations, as well as enhance the accuracy of the quantities of each distress type.



As per the City’s previous pavement condition assessment in 2017, pavement distresses will be evaluated based on the ASTM D6433-13 *Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys*, which includes the following distresses.

Flexible Pavements	Rigid Pavements
<ul style="list-style-type: none"> • Alligator Cracking • Bleeding • Block Cracking • Bumps and Sags • Corrugation • Depression • Edge Cracking • Jt. Reflection Cracking • Lane/Shoulder Drop Off • Long and Trans Cracking • Patching • Polished Aggregate 	<ul style="list-style-type: none"> • Blow Up/ Buckling • Corner Break • Divided Slab • Durability Crack • Faulting • Joint Seal • Lane/Shoulder Drop Off • Linear Cracking • Patching (Large) • Patching (Small)

<ul style="list-style-type: none"> • Potholes • Rutting • Shoving • Slippage Cracking • Swell • Weathering/Raveling 	<ul style="list-style-type: none"> • Polished Aggregate • Pop outs • Pumping • Scaling • Shrinkage Crack • Spalling Corner • Spalling Joint
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The surface distress data will be aggregated for each road segment and a ***Pavement Condition Index (PCI)*** will be provided.

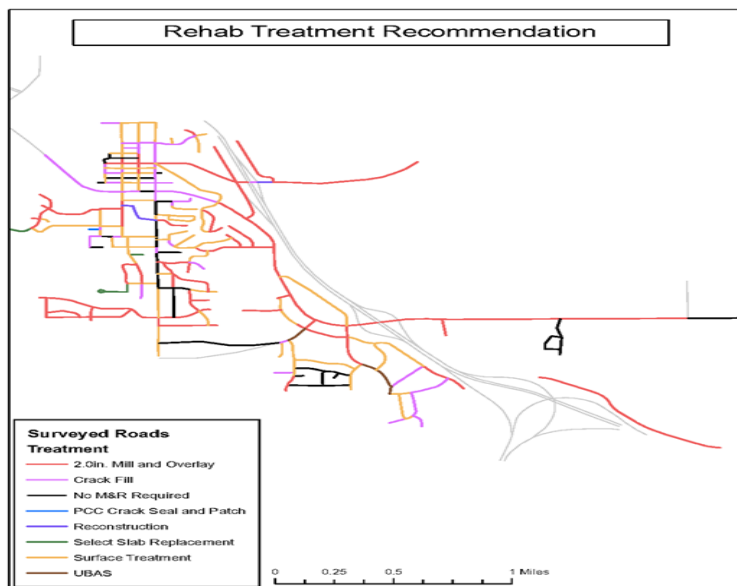
Rehabilitation Needs Analysis

Utilizing the updated pavement condition results a rehabilitation needs analysis will be performed. In consultation with City staff, various road rehabilitation treatment types and unit rates will be determined. In addition, a decision tree model will be developed that sets out various criteria for selecting the appropriate road rehabilitation treatment. The results of the pavement condition survey and various attributes of each road section will be analyzed in the decision tree model. The analysis will result in identifying the required rehabilitation need and estimated cost for each road segment of the network.

Deliverables

The resulting deliverables on this assignment will include:

- 1) Block to block street segment listing (Excel spreadsheet) with PCI scores and rehabilitation needs and estimated costs
- 2) PDF maps and GIS shapefile PCI scores and treatment needs across the network



City of Mission
Pavement Condition Results
All Sections

Section #	City ID	Street Name	From	To	Length	Lanes	Pave Type	Inspection Date	Pavement Condition Index (PCI)
2010	495-01	49TH ST	84 ST CITY LIMITS / NALL AVE	REEDS RD	526	2	Flexible	09/03/2017	28
2040	495-02	49TH ST	REEDS RD	OUTLOOK ST	376	2	Flexible	09/03/2017	33.3
2050	495-03	49TH ST	OUTLOOK ST	WOODS ON ST	238	2	Flexible	09/03/2017	32.6
1720	495-04	49TH ST	LAMAR AVE	49TH ST CDS	204	2	Flexible	09/03/2017	66
1750	495-05	49TH ST	49TH ST	DEAD END	52	2	Flexible	09/03/2017	64.2
1740	495-06	49TH ST	49TH ST CDS	DEAD END	277	2	Flexible	09/03/2017	60.4
1890	495-07	49TH ST	DEAD END	49TH TERR	209	2	Flexible	09/03/2017	29.6
1880	495-08	49TH ST	RIGGS AVE	49TH TERR	385	2	Flexible	09/03/2017	59.1
1900	495-09	49TH ST	49TH TERR	RIGGS RD	113	2	Flexible	09/03/2017	33.4
1850	49T-01	49TH TERR	49TH ST	49TH TERR	288	2	Flexible	09/03/2017	62
1860	49T-02	49TH TERR	49TH TERR	49TH TERR	253	2	Flexible	09/03/2017	75.8
1870	49T-03	49TH TERR	49TH TERR	49TH ST	293	2	Flexible	09/03/2017	49.8
2090	505-01	50TH ST	84 ST CITY LIMITS	REEDS RD	74	2	Flexible	09/03/2017	71.3
1960	505-02	50TH ST	DEARBORN ST	50TH ST (S/W CDS)	387	2	Flexible	09/03/2017	77.4
1990	505-04	50TH ST	50TH ST (S/W CDS)	DEAD END	414	2	Flexible	09/03/2017	74.7
1780	505-05	50TH ST	LAMAR AVE	DEAD END	287	2	Flexible	09/03/2017	31.8
2000	505-03	50TH ST S/W CDS	50TH ST	DEAD END	136	2	Flexible	09/03/2017	43.7
2100	50T-01	50TH TERR	84 ST CITY LIMITS	REEDS RD	128	2	Flexible	09/03/2017	23.1
80	515-01	51ST ST	84 ST CITY LIMITS	REEDS RD	115	2	Flexible	09/03/2017	59.2
90	515-02	51ST ST	REEDS RD	REEDS RD	180	2	Flexible	09/03/2017	78.2
100	515-03	51ST ST	REEDS RD	OUTLOOK ST	152	2	Flexible	09/03/2017	45.7
110	515-04	51ST ST	OUTLOOK ST	OUTLOOK ST	170	2	Flexible	09/03/2017	47.4
120	515-05	51ST ST	OUTLOOK ST	WOODS ON ST	150	2	Flexible	09/03/2017	64.5
130	515-06	51ST ST	WOODS ON ST	DEARBORN ST	394	2	Flexible	09/03/2017	62.7
140	515-07	51ST ST	DEARBORN ST	LAMAR AVE	1076	2	Flexible	09/03/2017	58.3
150	515-08	51ST ST	LAMAR AVE	RUSSELL ST	266	2	Flexible	09/03/2017	47.5
160	515-09	51ST ST	RUSSELL ST	51ST N/S ST	330	2	Flexible	09/03/2017	34.7
170	515-10	51ST ST	51ST N/S ST	51ST N/S ST	258	2	Flexible	09/03/2017	36.7
180	515-11	51ST ST	51ST N/S ST	RIGGS RD	153	2	Flexible	09/03/2017	27.7
190	515-12	51ST ST	RIGGS RD	FOURHEDGE	1410	2	Flexible	09/03/2017	16.1

Schedule and Budget

Once we have received a signed copy of this proposal or a work order referencing this proposal, including our Standard Conditions for Professional Services, we will begin our services. A project award date of October 21, 2022 has been assumed in the development of the proposed schedule. Upon notification of award, the project schedule will be finalized with the City. Our estimated schedule is summarized in the table below

Notice to Proceed	October 21, 2022
Task 1 – Project Initiation & Management Data Gathering and Network Definition/ City GIS Linkage Project Management	October 24 - 28, 2022 October 24 – December 23, 2022
Task 2 – Pavement Condition Survey Survey Preparation Mobilization & Data Collection	Oct. 31 - Nov.4, 2022 November 7 - 11, 2022
Task 3 –Data Processing, QA/QC Pavement Data Processing & QA/QC Compute PCI and format data for delivery	November 14 – December 2, 2022
Task 4 – Network Rehab Needs Consultation and Decision Model Development Rehab Needs Analysis and Outputs	December 5 – 23, 2022

The following lump sum fee is based on the project scope stated herein. The stated fees will remain in effect for 90 days.

Task #	Task Description	Task Fee
1	Project Initiation and Management	\$3,500
2	Pavement Condition Survey (approx. 50 survey-miles)	\$6,500
3	Data Processing, QA/QC, and PCI Analysis	\$6,500
4	Rehabilitation Needs Analysis	\$3,500
Total		\$ 20,000

Additional services authorized by you will be performed at an agreed upon budget when appropriate.

Payment Terms

Invoices will be submitted monthly or upon completion of a specified scope of service/task as described above. Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

Terms and Conditions

We will perform our services in accordance with the attached Standard Professional Services Agreement. A signed copy of the Standard Professional Services Agreement will need to be returned to Kari Francis at kfrancis@geiconsultants.com before our services can begin.

Thank you for this opportunity to submit our proposal and we look forward to working with the City of Mission on this project. Please call Kari Francis at 847.984.3973 if you have any questions.

Sincerely,

GEI CONSULTANTS, INC.



Kari A. Francis
Project Manager



Chris Metaxas, P.Eng.
Senior Consultant

Cc: Mr. Fred Stephenson, GM BluePlan

Attachments: Standard Professional Services Agreement

STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants, Inc.

8615 West Bryn Mawr Avenue, Suite 406, Chicago, Illinois 60631

and

City of Mission KS

4775 Lamar Avenue, Mission, KS 66202

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods), epidemics, war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware of an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.
- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.

STANDARD PROFESSIONAL SERVICES AGREEMENT

- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT’s labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney’s fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT’s and GEI’s representatives with respect to the services provided under this Agreement:

For CLIENT:	Ms. Celia Duran, PE _____ City of Mission KS _____ 4775 Lamar Avenue, Mission, KS 66202 _____
For GEI:	Kari A. Francis _____ 8615 West Bryn Mawr Avenue, Suite 406, Chicago, Illinois 60631 _____

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party’s Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

STANDARD PROFESSIONAL SERVICES AGREEMENT

- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.
- f) If applicable, all samples collected will be retained for a period of **60 days**, after which time they will be discarded unless other specific instructions as to their disposition are received from the client

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A, Scope of Services and Schedule
- Exhibit B, Payment Terms
- Exhibit C, Insurance
- Exhibit D, Special Provisions for Field Services
- ~~Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals~~
- ~~Exhibit F, Special Provisions for Engineering Design Services~~
- Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- ~~Exhibit H, Special Provisions for Construction Services~~

(Check all that apply; strike all that do not apply)



STANDARD PROFESSIONAL SERVICES AGREEMENT

16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

For GEI:

By: _____
(Signature)
(Print Name)
(Title)
(Date)

By: Kari A. Francis
(Signature)
Kari A. Francis
(Print Name)
Project Manager
(Title)
September 21, 2022
(Date)

EXHIBIT A

Scope of Services and Schedule

See Attached Letter Proposal Dated September 21, 2022.

EXHIBIT B

Payment Terms

See Attached Letter Proposal Dated September 21, 2022.

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
1. In accordance with the laws of the state(s) in which services are performed.
B. Commercial General Liability (CGL) Insurance:
1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
2. Including explosion, underground drilling excavation, and collapse hazards.
3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.
C. Comprehensive Automobile Insurance:
1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.
D. Professional Liability Insurance:
1. \$1,000,000 per claim and in aggregate.

EXHIBIT D

Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.

- B. Underground Structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.

- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.

- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.

- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against

STANDARD PROFESSIONAL SERVICES AGREEMENT

all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

City of Mission	Item Number:	10.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Community Development	From:	Brian Scott

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

RE: Maintenance Agreement with Shawnee Mission School District (USD #512) for Maintenance of On-street Parking in the 6000 Block of West 52nd Street.

RECOMMENDATION: Approve the agreement with the Shawnee Mission School District (USD #512) for maintenance of on-street parking, sidewalk and landscaping located in the City of Mission right-of-way.

DETAILS: A preliminary development plan for construction of a new Rushton Elementary School at 6001 W. 52nd Street was approved by the City Council earlier this summer (PC Case #22-17). The zoning code stipulates a total of forty-two (42) parking spaces for the project, but the plans call for seventy (70) parking spaces. The applicant believes the additional parking is necessary for not only teachers, but support staff and visitors.

Upon completion of the project, eighteen (18) parking spaces will be located in the City's right-of-way along W. 52nd Street. It should be noted that there are currently ten (10) on-street parking spaces located in front of the building W. 52nd Street. Increasing the on-street parking spaces helps them get the seventy (70) spaces they would like to have.

Because the additional parking spaces are in the City's right-of-way, Staff requested that the applicant consider entering into a maintenance agreement whereby the applicant is responsible for maintaining the eighteen (18) on-street parking spaces, sidewalk and landscaping located in City right-of-way. The applicant has agreed to do this.

The maintenance provides the parameters for the on-going maintenance of all improvements located in the right-of-way. Once signed by both parties, the maintenance agreement will be recorded with the Johnson County Register of Deeds so that there is a permanent record of the agreement that runs with the land.

CFAA CONSIDERATIONS/IMPACTS: N/A

Attachments:

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

City of Mission	Item Number:	10.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Community Development	From:	Brian Scott

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

- Maintenance Agreement

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

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT is made _____, 2022, between the CITY OF MISSION, KANSAS, a municipal corporation (“City”) and UNIFIED SCHOOL DISTRICT #512, a Kansas school district (“Owner”), with respect to the following facts and objectives which are a material part of this Agreement:

A. Owner has received approval by the City to construct an educational facility (“Development”) on property owned by Owner and legally described on Exhibit “A” attached hereto (“Property”).

B. The Development proposes the planting of lawn, trees and other vegetation, and other improvements (including perpendicular parking) in currently unutilized portions of the City’s West 52nd Street right of way as shown on the approved development plan for the Development (collectively, “Improvements”).

C. As a condition of approval of the Development, the City has required Owner to agree to maintain and replace, as necessary, the Improvements until otherwise agreed by the City.

THEREFORE, the parties intending to be legally bound, hereby agree as follows:

1. **Improvements.** City shall permit and Owner shall cause the Improvements to be installed on the Property in accordance with the requirements of the City’s approval of the Development. Thereafter, Owner shall maintain the Improvements on the Property in good condition, including but not limited to watering, pruning, sculpting, mowing (as to the lawn) and replacing dead or dying vegetation. With regard to the parking areas, Owner will maintain the pavement, provide striping and snow and debris removal. If Owner fails to maintain the Improvements as above provided, City may, at its option, after giving Owner twenty (20) days prior written notice (unless within said 20-day period Owner proceeds and thereafter pursues with due diligence to maintain the Improvements as required pursuant to this paragraph) undertake and perform the maintenance of the Improvements. If City undertakes such Improvements, Owner shall be responsible for the payment of all reasonable and necessary out-of-pocket costs incurred by City in performing such maintenance and, in addition, City may charge a supervisory fee in an amount not to exceed 15% of such out-of-pocket costs incurred by City. If such costs and fee are not paid within thirty (30) days after the receipt of City’s invoice, City may assess the Property and collect such costs and fee with Owner’s annual ad valorem taxes.

2. **Owner’s Right to Subcontract.** Owner may perform its maintenance obligations under this Agreement itself or through such agent or agents, including a managing agent, as it may from time to time designate, and may at the sole discretion of Owner subcontract all or any portion of such work.

3. **Term.** Unless terminated as provided below, this Agreement shall continue in full force and effect for so long as the Development exists. Provided, however, that City reserves the absolute right to terminate this Agreement as to portions of the right of way on and around the Property, and in such event, Owner shall remove the Improvements with respect thereto. City reserves all rights in and to its right of way, anything in this Agreement to the contrary notwithstanding.

4. **Indemnity.** Owner agrees to indemnify, save harmless and protect City from any and all claims, losses, damages, judgments, expenses and costs of every kind and description, including attorneys' fees, on account of personal injury to or sickness, disease or death of any person or for damage or injury to or destruction of property (including loss of the use thereof) on or about the Property or right of way resulting from acts of Owner, its employees, agents and independent contractors in performing the maintenance of the Improvements.

5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of City, Owner and their respective successors and assigns. This Agreement shall be subject to and interpreted under the laws of the State of Kansas.

Executed as of the _____ day of _____, 2022.

Signature Pages to Follow

UNIFIED SCHOOL DISTRICT #512, a Kansas School District

By: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2022, before, the undersigned, a Notary Public in and for the County and State aforesaid came _____, _____ of UNIFIED SCHOOL DISTRICT #512, a Kansas School District, who is personally known to me to be such officer of such district, and who is personally known to me to be the same person who executed within instrument on behalf of said district, and such person duly acknowledged the execution of the same to be the act and deed of said district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My commission expires:

CITY OF MISSION, a Kansas municipal corporation

Solana Flora, Mayor

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2022, before, the undersigned, a Notary Public in and for the County and State aforesaid came Solana Flora, Mayor and _____, City Clerk, respectively, of the CITY OF MISSION, KANSAS, a municipal corporation, who is personally known to me to be such officers of such corporation, and who are personally known to me to be the same persons who executed the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My commission expires:

Exhibit A
(Legal Description)

Lot 1, RUSHTON ELEMENTARY SCHOOL, a subdivision in the City of Mission, Johnson County, Kansas.

City of Mission	Item Number:	11.
ACTION ITEM SUMMARY	Date:	October 12, 2022
Community Development	From:	Brian Scott

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

RE: Approval of a maintenance agreement with MOJO Built, LLC, for maintenance of on-street parking in the 5800 Block of Nall Avenue.

RECOMMENDATION: Approve the agreement with MOJO Built, LLC, for maintenance of on-street parking, sidewalk and landscaping located in the City of Mission right-of-way.

DETAILS: A preliminary development plan for construction of a 77-unit multi-family development project at the southwest corner of 58th Street and Nall Avenue was approved earlier this summer by the City Council (PC Case # 22-13). Because of the combination of one- and two-bedroom units proposed for the project, 91 parking spaces are required per the zoning code. Twenty-five (25) of these spaces are in garages and fifty-eight (58) are surface parking on the property. Eight (8) spaces are on-street parking located along Nall Avenue in front of the development.

Because the parking spaces are required by code, the eight on-street spaces are in the City's right-of-way. Staff requested that the applicant consider entering into a maintenance agreement whereby the applicant is responsible for maintaining the eight (8) on-street parking spaces, sidewalk and landscaping located in the City's right-of-way. The applicant has agreed to do this.

The maintenance provides the parameters for the on-going maintenance of the parking spaces, sidewalks and landscaping in the right-of-way. Once signed by both parties, the maintenance agreement will be recorded with the Johnson County Register of Deeds so that there is a permanent record of the agreement that runs with the land.

CFAA CONSIDERATIONS/IMPACTS: N/A

Attachments:

- Maintenance Agreement

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

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT is made _____, 2022, between the CITY OF MISSION, KANSAS, a municipal corporation (“City”) and MOJO BUILT, LLC, a corporation (“Owner”), with respect to the following facts and objectives which are a material part of this Agreement:

A. Owner has received approval by the City to construct a multi-family housing development (“Development”) on property owned by Owner and legally described on Exhibit “A” attached hereto (“Property”).

B. The Development proposes the planting of lawn, trees and other vegetation, and other improvements (including parallel parking) in currently unutilized portions of the City’s right of way as shown on the approved development plan for the Development (collectively, “Improvements”).

C. As a condition of approval of the Development, the City has required Owner to agree to maintain and replace, as necessary, the Improvements until otherwise agreed by the City.

THEREFORE, the parties intending to be legally bound, hereby agree as follows:

1. **Improvements.** City shall permit and Owner shall cause the Improvements to be installed on the Property in accordance with the requirements of the City’s approval of the Development. Thereafter, Owner shall maintain the Improvements on the Property in good condition, including but not limited to watering, pruning, sculpting, mowing (as to the lawn) and replacing dead or dying vegetation. With regard to the parking areas, Owner will maintain the pavement, provide striping and snow and debris removal. If Owner fails to maintain the Improvements as above provided, City may, at its option, after giving Owner twenty (20) days prior written notice (unless within said 20-day period Owner proceeds and thereafter pursues with due diligence to maintain the Improvements as required pursuant to this paragraph) undertake and perform the maintenance of the Improvements. If City undertakes such Improvements, Owner shall be responsible for the payment of all reasonable and necessary out-of-pocket costs incurred by City in performing such maintenance and, in addition, City may charge a supervisory fee in an amount not to exceed 15% of such out-of-pocket costs incurred by City. If such costs and fee are not paid within thirty (30) days after the receipt of City’s invoice, City may assess the Property and collect such costs and fee with Owner’s annual ad valorem taxes.

2. **Owner’s Right to Subcontract.** Owner may perform its maintenance obligations under this Agreement itself or through such agent or agents, including a managing agent, as it may from time to time designate, and may at the sole discretion of Owner subcontract all or any portion of such work.

3. **Term.** Unless terminated as provided below, this Agreement shall continue in full force and effect for so long as the Development exists. Provided, however, that City reserves the absolute right to terminate this Agreement as to portions of the right of way on and around the Property, and in such event, Owner shall remove the Improvements with respect thereto. City reserves all rights in and to its right of way, anything in this Agreement to the contrary notwithstanding.

4. **Indemnity.** Owner agrees to indemnify, save harmless and protect City from any and all claims, losses, damages, judgments, expenses and costs of every kind and description, including attorneys' fees, on account of personal injury to or sickness, disease or death of any person or for damage or injury to or destruction of property (including loss of the use thereof) on or about the Property or right of way resulting from acts of Owner, its employees, agents and independent contractors in performing the maintenance of the Improvements.

5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of City, Owner and their respective successors and assigns. This Agreement shall be subject to and interpreted under the laws of the State of Kansas.

Executed as of the _____ day of _____, 2022.

Signature Pages to Follow

MOJO BUILT, LLC, a corporation

By: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2022, before, the undersigned, a Notary Public in and for the County and State aforesaid came _____, _____ of MOJO BUILT, LLC, a corporation, who is personally known to me to be such officer of such company, and who is personally known to me to be the same person who executed within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My commission expires:

CITY OF MISSION, a Kansas municipal corporation

Solana Flora, Mayor

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2022, before, the undersigned, a Notary Public in and for the County and State aforesaid came Solana Flora, Mayor and _____, City Clerk, respectively, of the CITY OF MISSION, KANSAS, a municipal corporation, who is personally known to me to be such officers of such corporation, and who are personally known to me to be the same persons who executed the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My commission expires:

Exhibit A
(Legal Description)

Lots 16, 17, 18 and 46, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas