



**REGULAR MEETING AGENDA**  
**Wednesday, March 15, 2023 at 7:00 p.m.**  
**REVISED**

**CITY HALL**  
**6090 MARTWAY**

**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>.*

*If you require any accommodations (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify the Administrative Office at 913-676-8350 no later than 24 hours prior to the beginning of the meeting.*

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**1. PUBLIC HEARINGS**

**2. SPECIAL PRESENTATIONS**

- SevenDays® Supportive City Proclamation
- JCRB/AJC Presentation on Working Definition of Antisemitism
- Fair Housing Month Proclamation
- Police Department Promotion – Sergeant Drake Sparks

**3. EXECUTIVE SESSION**

- 3a. Consultation with an attorney under KSA 75-4319(b)(2) to discuss the legalities of potential zoning code amendments.

**4. ISSUANCE OF NOTES AND BONDS**

**5. CONSENT AGENDA**

*NOTE: Information on consent agenda items has been provided to the Governing Body. These items are determined to be routine enough to be acted on in a single motion;*

however, this does not preclude discussion. **If a councilmember or member of the public requests, an item may be removed from the consent agenda for further consideration and separate motion.**

## **CONSENT AGENDA - GENERAL**

5a. [Minutes of the February 15, 2023 City Council Meeting](#)

## **CONSENT AGENDA - Finance & Administration Committee**

[Finance & Administration Committee Meeting Packet March 1, 2023](#)

[Finance & Administration Committee Meeting Minutes March 1, 2023](#)

5b. Animal Sheltering Services Contract

5c. Johnson County Mental Health Co-Responder MOU

## **CONSENT AGENDA - Community Development Committee**

[Community Development Committee Meeting Packet March 1, 2023](#)

[Community Development Committee Meeting Minutes March 1, 2023](#)

5d. Community Center Projector Replacement

5e. Lifeguard Pay Adjustments

5f. Referral Bonus Program for Part-time Staff

5g. Mohawk Park Picnic Tables

5h. Foxridge Dr. Phase II (51<sup>st</sup> St. To Lamar Ave.) Construction Inspection Agreement

5i. Acceptance of Easements for Foxridge Dr. Phase II (51<sup>st</sup> St. To Lamar Ave.) Street Rehabilitation Project

5j. Construction Inspection 2023 Street Preservation Project Construction Inspection Agreement

5k. Acceptance of Easements for 2023 Residential Street Preservation Project

## **6. PUBLIC COMMENTS**

## **7. ACTION ITEMS** **Planning Commission**

## **Miscellaneous**

### **8. COMMITTEE REPORTS**

#### **Finance & Administration, Trent Boultinghouse**

[Finance & Administration Committee Meeting Packet March 1, 2023](#)

[Finance & Administration Committee Meeting Minutes March 1, 2023](#)

#### **Community Development, Ben Chociej**

[Community Development Committee Meeting Packet March 1, 2023](#)

Community Development Committee Meeting Minutes March 1, 2023

- 8a. Super Pool Pass Agreement/Letter of Understanding
- 8b. Mission Family Aquatic Center 2023 Fees and Charges
- 8c. Foxridge Dr. (51<sup>st</sup> St. to Lamar Ave.) Construction Contract Bid Award
- 8d. 2023 Street Preservation Project Construction Contract Bid Award

### **9. UNFINISHED BUSINESS**

### **10. NEW BUSINESS**

- 10a. Ordinance Establishing a Temporary Moratorium on all New Business Licenses for Establishments that Sell Tobacco, Electronic Cigarettes and/or Electronic Cigarette Paraphernalia in the City of Mission
- 10b. Predevelopment Agreement – Moffit Development Co., Inc. - 58/Nall Project

### **11. COMMENTS FROM THE CITY COUNCIL**

### **12. COUNCIL COMMITTEE LIAISON REPORTS**

- Sustainability Commission (Kring/Thomas)
- Parks, Recreation + Tree Commission (Loudon/Ryherd)
- Mission Magazine Editorial Board (Boultinghouse)
- Family Adoption Committee (Chociej)

### **13. MAYOR'S REPORT**

#### **Appointments**

- 13a. BZA Appointments (all terms to expire December 31, 2025)

- Robin Dukelow
- Mike Lee
- Stuart Braden
- Aaron Wingert

#### **14. CITY ADMINISTRATOR'S REPORT**

14a. January/February 2023 Interim Financial Reports ([page 32](#))

14b. Business Update

#### **ADJOURNMENT**

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**In order to combat  
antisemitism, we need to  
define it.**

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## *11 Killed in Synagogue Massacre; Suspect Charged With 29 Counts*

## *One Dead in Synagogue Shooting Near San Diego; Officials Call It Hate Crime*

Jersey City Shooting Was 'A Targeted  
Attack On The Jewish Kosher Deli'

## *5 Wounded in Stabbing at Rabbi's Home in N.Y. Suburb*

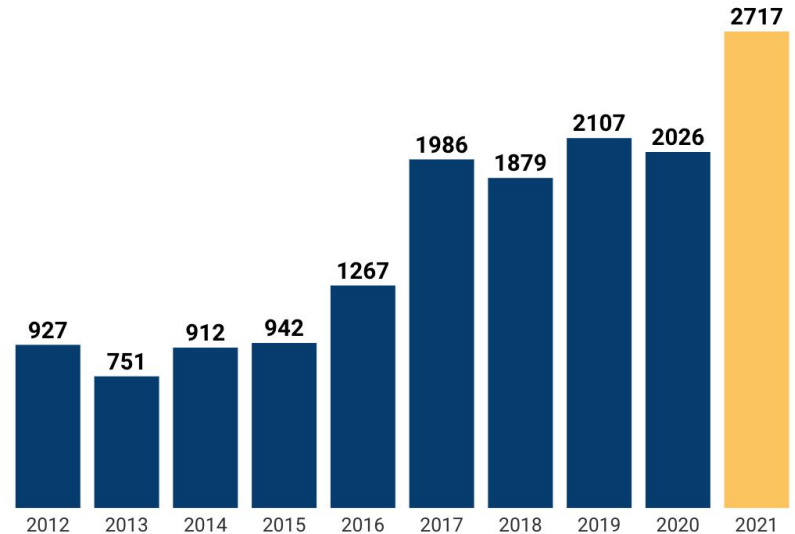
All Hostages Are Out Alive And Safe At Congregation Beth  
Israel In Colleyville, Suspect Dead

COLLEYVILLE, Texas (CBSDFW.COM) – A hostage situation at a synagogue  
in Colleyville on Saturday, January 15 ended after nearly 11 hours when...

## **Antisemitic acts in US soared 80% in a month, Jewish security group reports**

Secure Community Network blames widespread disinformation and  
clear calls for violence against Jews, deliberately spread online, including  
from Iran

Antisemitic Incidents | U.S.  
Ten Year Review | 2012–2021



2021 was the most antisemitic year in the  
last decade - antisemitism report

WZO and the Jewish agency released the grim statistics gathered in their annual  
Antisemitism Report, ahead of Holocaust Memorial Day.

**41%**

**of American Jews  
feel the status of  
Jews is less secure  
than a year ago.**

# 26%

of American Jews report being the target of an antisemitic incident.



3%

VICTIM OF AN ANTISEMITIC  
PHYSICAL ATTACK



20%

VICTIM OF AN ANTISEMITIC  
REMARK IN-PERSON

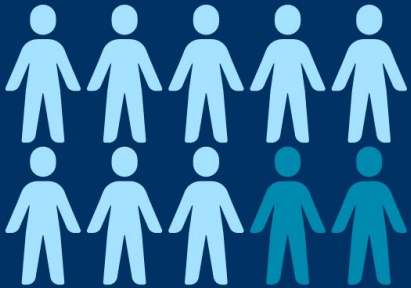


13%

VICTIM OF AN ANTISEMITIC  
REMARK ONLINE



**Jewish students in our region are confronted by antisemitism on a disturbingly regular basis.**



**81%**

of Jewish students surveyed have experienced or witnessed at least one form of antisemitism at school

**JCRB | AJC** Kansas City



# What people don't know about antisemitism

Antisemitism does not only affect religious Jews.

Antisemitism is perpetuated through centuries-old tropes and “dog whistles.”

Antisemitism is a unique form of hatred.

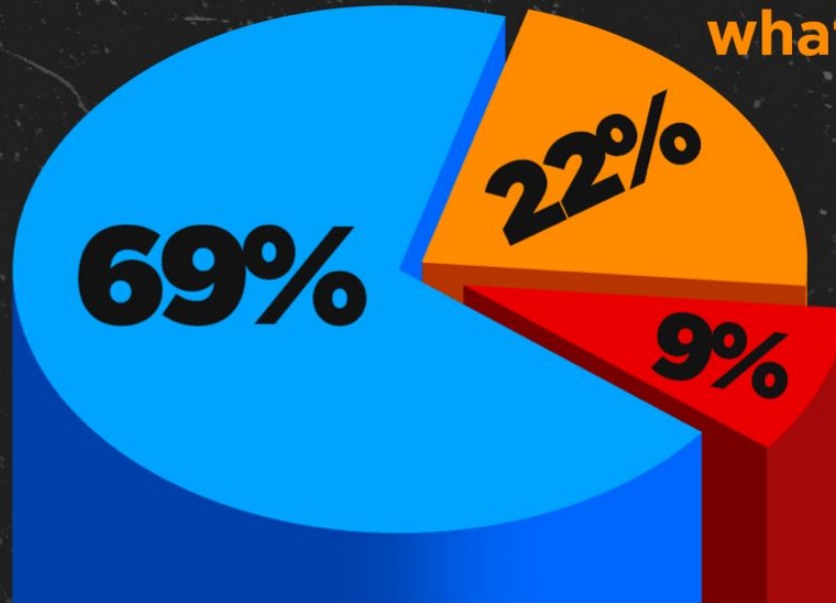
Antisemitism is more than a hatred of Jews – it's a certain *perception* of Jews.

How familiar are you with the term *antisemitism*?

Heard the term, and know what it means

Heard the term, but unsure what it means

Have never heard of the term



# The International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism

Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.

<b>City of Mission</b>	Item Number:	8a.
<b>ACTION ITEM SUMMARY</b>	Date:	March 15, 2023
<b>Parks + Recreation</b>	From:	Penn Almoney

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

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

**RECOMMENDATION:** Authorize the Mayor to execute the Interlocal Agreement indicating Mission’s participation in the Super Pool Pass program for 2023 and approve the Swim Meet Letter of Understanding.

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

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

Super Pool Pass memberships are differentiated by affixing a unique, not-easily-produced sticker to the regular pool membership card, and are priced as follows for the 2023 season:

Resident Family SPP (up to 5 members)	\$70
Additional Family Member	\$10
Resident Individual SPP	\$30
Non-resident Family SPP (up to 5 members)	\$75
Non-resident Individual SPP	\$35

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

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

<b>City of Mission</b>	Item Number:	
<b>ACTION ITEM SUMMARY</b>	Date:	March 15, 2023
<b>Parks + Recreation</b>	From:	Penn Almoney

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

Total revenue generated for Mission from the Super Pass Pool program since its inception is \$78,341, with the highest revenue being generated during the 2019 season (5,990 visits to Mission from other partner entities).

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

<b>Year</b>	<b>Passes sold (Mission)</b>	<b>Visits to Mission from partner entities</b>	<b>Mission Revenue</b>
2018	132	6000	\$ 9,666.79
2019	117	5990	\$15,325.43
2020	N/A	N/A	N/A
2021	N/A	N/A	N/A
2022	117	3093	\$10,199.68

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

Staff recommends approval of the Interlocal Agreement and Letter of Understanding for the 2023 season. These documents have been reviewed and approved by the City's legal counsel.

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

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

## **AGREEMENT FOR USE OF SWIMMING POOL FACILITIES**

THIS AGREEMENT FOR USE OF SWIMMING POOL FACILITIES (“Agreement”) is made and entered into as of the last date of signature indicated below (the “Effective Date”) by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), and the City of Roeland Park, Kansas (“Roeland Park”), (each a “City” and collectively the “Cities”).

### **RECITALS**

A. Each of the Cities operate the public outdoor swimming pool facilities within such City (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2023 Swim Season, (defined below,) with the purchase of a special pass.

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

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

#### **I. PURPOSE AND INTENT.**

The purpose of this Agreement is to establish cooperation among the Cities by making all of the Pool Facilities available for use by the Qualified Patrons (defined below) of all the Cities with the purchase of a special pass during or for the 2023 swim season, which commences approximately May 27, 2023 and ends approximately September 4, 2023 (“2023 Swim Season”).

#### **II. EFFECTIVE DATE AND TERM.**

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect for a term of one (1) year from and after the Effective Date.

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

As part of its program for use of its Pool Facilities during the 2023 Swim Season, each City shall establish and authorize a category of pool pass entitled “Super Pool Pass” with the following features:

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

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$70 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$10 for each additional family member, and \$30 per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$75 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$10 for each additional family member, and \$35 per individual category of seasonal pool pass.

c. Qualified Patrons who are residents of a City may only purchase Super Pool Passes from the City in which they reside, after purchasing a city pool membership from the City in which they reside.

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

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

f. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2023 Swim Season.

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



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

h. Revenue received by each City for the Super Pool Pass shall be referred to herein as the “Total Revenue.” Each City shall set aside its Total Revenue and hold the same in trust for the other Cities until the end of the 2023 Swim Season, pending a determination as to whether such City has operated on a full-time basis as described below.

i. Each City shall use its best efforts to operate its respective Pool Facilities on a full-time basis, and generally the same schedule from May 27, 2023 through July 31, 2023, outside of emergency closures. Closures due to staffing issues or construction projects are not considered emergency closures. Each City shall be entitled to retain a portion of such City’s Total Revenue (the “Retained Revenue”) based on whether the City’s Pool Facilities have or have not operated on a full-time basis during the 2023 Swim Season. Any balance of the Total Revenue, after accounting for the allowed Retained Revenue, shall be deemed “Shared Revenue” and shared with the other Cities as set forth below:

Dates Open	Retained Revenue	Shared Revenue
90% – 100%	50% of Total Revenue	50% of Total Revenue
80% - 89%	40% of Total Revenue	60% of Total Revenue
70% - 79%	25% of Total Revenue	75% of Total Revenue
Fewer than 70%	0% of Total Revenue	100% of Total Revenue

j. Each City’s individual Shared Revenue will be summed to reach a total of pooled Shared Revenue, and such pooled Shared Revenue will be used initially to pay for the cost of the stickers. The remaining pooled Shared Revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2023 Swim Season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the remaining Shared Revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

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

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

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

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

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

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

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

## **V. LIABILITY**

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

[Signature pages follow]

**SIGNATURE PAGE TO  
AGREEMENT BY FOR USE OF SWIMMING POOL FACILITIES**

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed on the day  
and year indicated below.

CITY OF FAIRWAY, KANSAS

By \_\_\_\_\_

Melanie Hepperly, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

CITY OF LEAWOOD, KANSAS

By \_\_\_\_\_

Peggy Dunn, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

CITY OF MISSION, KANSAS

By \_\_\_\_\_

Solana Flora, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

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City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By \_\_\_\_\_

Eric Mikkelson, Mayor

Attest:

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City Clerk

Approved as to Form:

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City Attorney

CITY OF ROELAND PARK, KANSAS

By \_\_\_\_\_

Michael Poppa, Mayor

Attest:

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City Clerk

Approved as to Form:

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City Attorney

**Exhibit A**

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

## Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into this day of \_\_\_\_\_, 2023 by and between the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, and Mission**, (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

### RECITALS

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

### CONDITIONS

1. This Arrangement shall only apply to the 2023 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
4. Each City will keep track of the number of times a visiting member from each city enters any of its pool facilities and report these counts in their Super Pool Pass reporting by email at the end of the season to the Assistant City Administrator at Prairie Village.
5. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
6. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2023 season.
7. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signatures]

CITY OF FAIRWAY, KANSAS

By: \_\_\_\_\_

Melanie Hepperly, Mayor

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

CITY OF LEAWOOD, KANSAS

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

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

CITY OF MISSION, KANSAS

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

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

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

CITY OF ROELAND PARK, KANSAS

By: \_\_\_\_\_  
Michael Poppa, Mayor

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

<b>City of Mission</b>	Item Number:	8b.
<b>ACTION ITEM SUMMARY</b>	Date:	March 15, 2023
<b>Parks + Recreation</b>	From:	Penn Almoney

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

**RE:** MFAC Fees and Charges 2023 and 2024

**RECOMMENDATION:** Approve a revised pricing schedule for the Mission Family Aquatic Center (MFAC) which simplifies marketing and increases transparency.

**DETAILS:** Over the past two seasons, costs associated with staffing, utilities, chemicals and maintenance have increased. Some increases were thought to be temporary surges coinciding with shipping and logistics inputs; however, food, chemical and staff wage costs are increasing again this season. Due to increasing costs associated with operating the MFAC, staff is recommending adjusting the membership model to increase revenues and simplify the registration/verification process as shown in the attached memo.

In 2022, the MFAC sold 401 total memberships, which represented 1,515 total members. Of the 190 resident family memberships sold (736 members), the average number of members per membership was 3.87. Of the 149 non-resident family memberships sold (717 members), the average number of members per membership was 4.81.

A family membership option has historically been part of the MFAC offerings, however several facilities in surrounding communities have transitioned to individual pricing models to more accurately address the real impact of bather load. The neighboring communities who currently use an individual pricing membership model are Fairway, Leawood and Prairie Village. Detail on their annual and daily membership rates as well as a comparison to Mission's current and proposed rates provided in the attached memo.

Staff is proposing changes for both 2023 and 2024 to start to address the length of time the facility has gone without any price/fee increases. Staff would also recommend the Council consider adopting a policy that would adjust fees incrementally each year in order to maintain an established cost recovery target.

The proposed pricing changes outlined in the memo generate an estimated \$11,055 in additional revenues for 2023, which will help to reduce the General Fund subsidy required to operate the MFAC. Additionally, it will allow patrons to effectively compare membership value with the Fairway, Prairie Village and Leawood community outdoor pools.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-27-101-02; 01-25-101-02
Available Budget:	



<b>City of Mission</b>	Item Number:	
<b>ACTION ITEM SUMMARY</b>	Date:	March 15, 2023
<b>Parks + Recreation</b>	From:	Penn Almoney

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

**CFAA CONSIDERATIONS/IMPACTS:** Patrons of all ages and abilities use aquatic services for health and wellness and the City strives to use employment practices that meet the needs of employees of all ages and abilities.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-27-101-02; 01-25-101-02
Available Budget:	

**MEMORANDUM**

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Date: February 24, 2023  
To: Mayor and City Council  
From: Penn Almoney, Director of Parks + Recreation  
RE: Mission Family Aquatic Center - 2023 and 2024 Fees and Pricing Structure

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The Mission Family Aquatic Center (MFAC) experiences consistent use from both residents and non-resident patrons due to its central location, well-maintained amenities and because of the excellent value it provides. Residents frequently comment throughout the summer that Mission “does it right” and it’s “the perfect sized pool for our community”. Not only does the facility look and operate well, but our aquatic team is well-trained.

**Background**

Over the past two seasons, the facility has experienced rising costs associated with staffing, utilities, chemicals and maintenance. Some of the cost increases were thought to be temporary surges coinciding with shipping and logistics inputs; however, food, chemical and staff wage costs are increasing again for the 2023 season.

Based on communication from vendors, a 20-30% increase in chemicals is projected for 2023. Staff also anticipates a 10-20% increase in food costs associated with meat packaging and delivery wage inputs. Staff is also recommending a 12% increase in base lifeguard wages from \$12.50 to \$14.00 per hour to strengthen retention and recruiting efforts and to ensure we are able to keep the facility open and operating as planned.

The last increase in MFAC memberships and fees occurred in 2014 at the completion of the MFAC renovation. Over the nine years since, operating expenses for the facility have continued to increase with the MFAC budget absorbing all of them. Staff has been concerned about the expenditure trends for the last three years, but with the COVID-related closure in 2020 and the COVID precautions in place for 2021 which limited bather load, didn’t feel it was prudent to introduce a conversation regarding pricing.

Currently, the City Council has not adopted a formal policy establishing a specific cost-recovery goal for the MFAC. Cost recovery for the last five years is detailed below:

<b>MFAC</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Cost-recovery	58%	59%	N/A	60%	51%

Mission has done well in recovering costs associated with the outdoor pool over the last five years. As a point of comparison, prior to the 2014 renovations, cost recovery for the facility was less than 30%. Outdoor/seasonal aquatic facilities often find it challenging to achieve full cost recovery, and with the upward pressures on expenditures, Staff would like to at least seek to achieve 50% going forward.

In addition to the pressures posed by increasing costs, as Staff evaluated the potential recommendation for fee increases, registration inefficiencies which exist as a result of the current options were also reviews. As a result, Staff is recommending adjusting the MFAC’s membership pricing model not only to maintain an appropriate level of cost recovery, but also to potentially simplify the registration and member verification process.

**Membership Data and Analysis**

Included below is a discussion of 2022 membership statistics which is intended to assist in illustrating the considerations and rationale for the recommendations.

**Table 1.  
Mission Family Aquatic Center – 2022 Membership Totals/Revenue**

<b>Resident Memberships</b>	<b>Non-resident Memberships</b>	<b>Total Memberships</b>	<b>Resident Revenue</b>	<b>Non-resident Revenue</b>	<b>Total Memberships</b>
235	166	401	\$25,398	\$26,495	\$51,893

**Table 2.  
Mission Family Aquatic Center – 2022 Member Summary by Type**

	<b>Total Memberships</b>	<b>Total Members</b>	<b>Resident Members</b>	<b>Non-resident Members</b>
Family	339 190R/149NR	1,453	736	717
Individual	62	62	45	17
<b>TOTAL</b>	<b>401</b>	<b>1,515</b>	<b>781</b>	<b>734</b>

In 2022, the MFAC sold 401 total memberships, which represented 1,515 total members. Of the 190 resident family memberships sold (736 members), the average number of members per membership was 3.87. Of the 149 non-resident family memberships sold (717 members), the average number of members per membership was 4.81. This suggests that relative to Mission residents, either non-resident families that recreate at outdoor pools are larger or there is an incentive for people to take advantage of the family membership pricing.

No matter the reason, each individual has a direct impact on the pool bather load. This affects water quality and chemical use and balancing as well as the lifeguard’s ability to effectively scan the pools in order to spot individuals who may be in trouble. More families typically mean more children who often aren’t strong swimmers and may require a heightened level of

observation and focus. Pricing should ideally reflect the impacts that more people have on the pool and staffing.

While a family membership option has historically been part of the MFAC offerings, several facilities in surrounding communities have transitioned to individual pricing models to more accurately address the real impact of bather load. In addition to matching revenues more closely with expenditures, the verification process for family memberships is becoming more challenging for staff. Several of the communities who still offer a family membership have cumbersome requirements, such as producing prior year tax returns, in order to verify eligibility for family members.

Not only does a pricing schedule that focuses on the individuals simplify the marketing communications, but it also relieves staff of the responsibility of documenting proof of familial relationships. That process can be emotionally draining for staff and often resulted in disgruntled patrons wondering why Mission got to determine their family structure. A pricing structure based exclusively on individual rates would also eliminate abuse of the policy.

The neighboring communities who currently use an individual pricing membership model are Fairway, Leawood and Prairie Village. See their membership rates as well as a comparison to Mission’s current and proposed rates are detailed in the table below:

**Table 3.  
Individual Pricing Structure Comparisons**

<b>City</b>	<b>Resident</b>	<b>Non-resident</b>	<b>Daily Rate</b>	<b>Punch Pass</b>
Fairway	\$40	\$70	\$6res/\$9nr	No
Leawood	\$40	\$65	\$6res/\$9nr	Yes
Prairie Village	\$50	\$80	\$10	Yes
Mission (current)	\$70	\$100	\$7	No
Mission (proposed 2023)	\$35	\$50	\$7	No

Individuals would enjoy a cost-savings because the individual rate will decrease. This will align Mission with neighboring communities that partner in the Super Pool Pass program and lastly, this pricing model reflects the day pass model currently in use; e.g., a family of six visiting for one day of swimming would purchase six separate day passes.

Prairie Village and Leawood reportedly fielded a significant amount of negative pushback when the individual pricing model was initially implemented. Staff believes the change proposed for 2023 is reasonable and would hope to avoid that sentiment. is seeking to can avoid some of that by incrementally increasing the individual pricing over the course of multiple years.

Comparing the current rates with those proposed, in 2022 a resident family would have paid \$120 for a MFAC membership. If the new pricing structure is adopted, the average resident family (4) would pay \$140 in 2023, a 16.7% increase. A non-resident family would have paid \$170 in 2023, and the average non-resident family (5) would pay \$250, a 47% increase. It is important to note that the MFAC does not charge a fee (annual or daily) for any patron under the age of two. The average family size was calculated without regard to age of individual members, so these figures could be high.

Based on the length of time the facility has gone without any price/fee increases, Staff would also anticipate a small increase for the 2024 season (shown below) as well as adoption of a policy that would adjust fees incrementally each year in order to maintain an established cost recovery target.

**Estimated Revenue Impacts**

Transitioning to the new pricing structure using the individual rates proposed shown below is estimated to yield the following budget impacts detailed below. The estimates are based on an assumption of the same number of total members as documented in the 2022 season.

Categories	2022 Pricing	2023 Pricing (recommended)	2024 Pricing (recommended)
Resident Individual	\$70	\$35	\$40
Non-resident Individual	\$100	\$50	\$65
Resident Family	\$120	-	-
Non-resident Family	\$170	-	-
Day Pass Individual	\$7	\$7	\$7
Under 2 years	FREE	FREE	FREE

**2022 Revenue: \$52,980**

Total MFAC Family Memberships sold: 339 (190 resident/149 non-resident)

Total Revenue Generated by Family Memberships: \$48,130

- Resident: 190 x \$120 = \$22,800
- Non-Resident: 149 x \$170 = \$25,330

Total MFAC Family Memberships sold: 62 (45 resident/17 non-resident)

Total Revenue Generated by Individual Memberships: \$4,850

- Resident: 45 x \$70 = \$3,150
- Non-Resident: 17 x \$100 = \$1,700

**2023 Estimated Revenue: \$64,035**

- Resident Individual:  $(736 + 45) \times \$35 = \$27,335$
- Non-Resident Individual:  $(717 + 17) \times \$50 = \$36,700$

The proposed pricing changes generate an estimated revenue increase of \$11,055, which will help to reduce the General Fund subsidy required to operate the MFAC. Additionally, it would allow patrons to effectively compare membership value with the Fairway, Prairie Village and Leawood community outdoor pools.

<b>City of Mission</b>	Item Number:	8c.
<b>ACTION ITEM SUMMARY</b>	Date:	March 15, 2023
<b>Public Works</b>	From:	Celia Duran

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

**RE:** Contract Award for Foxridge Drive (51st St. to Lamar Ave.) Street Rehabilitation Project

**RECOMMENDATION:** Approve a contract with VF Anderson Builders LLC for construction of the Foxridge Drive Phase II (51st Street to Lamar Avenue) Street Rehabilitation Project in an amount not to exceed \$5,167,691.00.

**DETAILS:** On May 18, 2022, the City Council approved a resolution adopting the 5-Year CARS Street Improvement Program for 2023-2027, which included the Foxridge Drive Phase II (51 St. to Lamar Ave.) Street Rehabilitation Project in 2023. The scope of work includes full depth pavement reconstruction, sidewalk and retaining walls, stormwater improvements, traffic signal buyout and replacement, streetlights, and pavement markings.

The project was bid in January and bids were opened on February 22 with five bidders responding. VF Anderson Builders LLC submitted the lowest and most responsive bid. The results of the bid opening are included in the table below:

<b>Foxridge Dr. Phase II (51st St. To Lamar Ave.) Street Rehabilitation Project Bids</b>	
Engineer's Estimate	\$5,867,496.07
<b>VF Anderson Builders LLC</b>	<b>\$5,167,691.00</b>
Amino Brothers	\$5,359,222.65
JM Fahey Construction	\$5,385,564.13
Infrastructure Solutions	\$5,656,623.00
Kansas Heavy Construction	\$5,870,386.90

The total construction, construction inspection and miscellaneous project costs paid outside of the construction contract are detailed below:

Construction	\$5,167,691.00
Construction Inspection	\$ 83,980.00
Traffic Signal Equipment	\$ 151,644.00
Traffic Signal Buyout (Evergy)	\$ 34,817.00
Easement	<u>\$ 3,202.00</u>
Total	\$5,441,334.00
Less CARS funding	(\$ 1,649,000.00)
Net Mission Cost	<b>\$3,792,334.00</b>

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Capital Improvement Fund
Available Budget:	\$5,442,342

<b>City of Mission</b>	Item Number:	
<b>ACTION ITEM SUMMARY</b>	Date:	March 15, 2023
<b>Public Works</b>	From:	Celia Duran

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

Funds are available in the various designated street funds for this project. Staff recommends approval of the bid by VF Anderson Builders LLC in an amount not to exceed \$5,167,691.00.

Construction is anticipated to begin in April/May 2023 and is estimated to be completed no later than December 1, 2023.

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

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Capital Improvement Fund
Available Budget:	\$5,442,342



BID

**FOXTRIDGE DRIVE (51st St. to Lamar Ave.)**

TO: CITY OF MISSION,  
JOHNSON COUNTY, KANSAS

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

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

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	MOBILIZATION	LUMP SUM	1	67,000 <sup>02</sup>	67,000 <sup>02</sup>
2	CONTRACTOR CONSTRUCTION STAKING	LUMP SUM	1	29,000 <sup>02</sup>	29,000 <sup>02</sup>
3	REMOVAL OF EXISTING STRUCTURES	LUMP SUM	1	400,000 <sup>02</sup>	400,000 <sup>02</sup>
4	CLEARING AND GRUBBING	LUMP SUM	1	107,000 <sup>02</sup>	107,000 <sup>02</sup>
5	UNCLASSIFIED EXCAVATION	CY	5,760	21 <sup>02</sup>	120,960 <sup>02</sup>
6	EXCAVATION (UNSTABLE)	CY	500	50 <sup>02</sup>	25,000 <sup>02</sup>
7	COMPACTION OF EARTHWORK	CY	1,530	4 <sup>02</sup>	6,120 <sup>02</sup>
8	ASPHALTIC CONCRETE SURFACE COURSE	TONS	1,489	100 <sup>02</sup>	148,900 <sup>02</sup>
9	ASPHALTIC CONCRETE INTERMEDIATE COURSE	TONS	7,594	98 <sup>02</sup>	744,212 <sup>02</sup>
10	AGGREGATE BASE COURSE (OP SPECIAL) (6")	SY	15,472	8 <sup>02</sup>	123,776 <sup>02</sup>
11	GEOGRID (TENSAR TRIAX NX850)	SY	3,350	10 <sup>02</sup>	33,500 <sup>02</sup>
12	MILLING (2")	SY	927	6 <sup>02</sup>	5,562 <sup>02</sup>
13	SIDEWALK CONSTRUCTION (4")	SF	10,719	6 <sup>02</sup>	64,314 <sup>02</sup>
14	SIDEWALK RAMP CONSTRUCTION	SF	735	12 <sup>02</sup>	8,820 <sup>02</sup> <i>slw 8820</i>
15	DETECTABLE WARNING SURFACE	SF	32	75 <sup>02</sup>	2,400 <sup>02</sup>
16	AGGREGATE BASE (TYPE AB-3) (4")	SY	3,584	16 <sup>02</sup>	57,344 <sup>02</sup>
17	CONCRETE DRIVEWAY (8")	SY	1,212	80 <sup>02</sup>	96,960 <sup>02</sup>
18	KCMMB 4K CONCRETE (STAMPED TRUCK APRON) (8")	SY	29	200 <sup>02</sup>	5,800 <sup>02</sup>
19	KCMMB 4K CONCRETE (ISRW)	CY	313	1232 <sup>02</sup>	385,616 <sup>02</sup>
20	GUARDRAIL, STEEL PLATE	LF	275	67 <sup>02</sup>	18,425 <sup>02</sup>
21	CURB AND GUTTER, COMBINED (TYPE B)	LF	8,619	23 <sup>02</sup>	198,237 <sup>02</sup>
22	CURB AND GUTTER, COMBINED (TYPE C)	LF	889	23 <sup>02</sup>	20,447 <sup>02</sup>
23	PIPE UNDERDRAIN (6") (TYPE H)	LF	9,851	30 <sup>02</sup>	295,530 <sup>02</sup>
24	GATE (SWING BARRIER) (25')	EACH	2	3250 <sup>02</sup>	6,500 <sup>02</sup>
25	BOLLARD (PERMANENT)	EACH	3	900 <sup>02</sup>	2,700 <sup>02</sup>
26	INLET (CURB)	EACH	28	9400 <sup>02</sup>	263,200 <sup>02</sup>
27	INLET (CURB) (NON-SETBACK)	EACH	1	9400 <sup>02</sup>	9,400 <sup>02</sup>
28	INLET (AREA)	EACH	3	8000 <sup>02</sup>	24,000 <sup>02</sup> <i>slw</i>
29	JUNCTION BOX	EACH	5	8000 <sup>02</sup>	40,000 <sup>02</sup>
30	ADJUSTMENT OF MANHOLE	EACH	3	1500 <sup>02</sup>	4,500 <sup>02</sup>
31	MANHOLE (SANITARY) (4')	EACH	1	9000 <sup>02</sup>	9,000 <sup>02</sup>
32	STORM SEWER (15") (RCP)	LF	370	137 <sup>02</sup>	50,690 <sup>02</sup>
33	STORM SEWER (18") (RCP)	LF	566	147 <sup>02</sup>	83,202 <sup>02</sup>
34	STORM SEWER (24") (RCP)	LF	376	187 <sup>02</sup>	70,312 <sup>02</sup>

35	STORM SEWER (30") (RCP)	LF	286	280 <sup>00</sup>	80,480 <sup>00</sup>
36	STORM SEWER (36") (RCP)	LF	960	370 <sup>00</sup>	355,200 <sup>00</sup>
37	STORM SEWER (42") (RCP)	LF	5	603 <sup>00</sup>	3015 <sup>00</sup>
38	STORM SEWER (48") (RCP)	LF	155	498 <sup>00</sup>	77,190 <sup>00</sup>
39	STORM SEWER (54") (RCP)	LF	82	644 <sup>00</sup>	52,808 <sup>00</sup>
40	STORM SEWER (60") (RCP)	LF	31	716 <sup>00</sup>	22,196 <sup>00</sup>
41	STORM SEWER (60") (RCP) (SPECIAL)	LF	213	624 <sup>00</sup>	132,912 <sup>00</sup> <i>plus 132,912</i>
42	END SECTION (30") (RC)	EACH	2	2000 <sup>00</sup>	4000 <sup>00</sup>
43	END SECTION (36") (RC)	EACH	3	2600 <sup>00</sup>	7800 <sup>00</sup>
44	END SECTION (42") (RC)	EACH	1	3901 <sup>00</sup>	3901 <sup>00</sup>
45	END SECTION (54") (RC)	EACH	1	5000 <sup>00</sup>	5000 <sup>00</sup>
46	END SECTION (60") (RC)	EACH	1	5700 <sup>00</sup>	5700 <sup>00</sup>
47	RIPRAP (FACING, LIGHT SERIES) (18")	SY	40	80 <sup>00</sup>	3200 <sup>00</sup>
48	RIPRAP (FACING, LIGHT SERIES) (36")	SY	444	102 <sup>00</sup>	45,288 <sup>00</sup>
49	FLUME INLET (CONCRETE)	EACH	1.0	810 <sup>00</sup>	810 <sup>00</sup>
50	SEED (NATIVE SEED MIX)	ACRE	1.0	1944 <sup>00</sup>	1944 <sup>00</sup>
51	SOD (TURF TYPE FESCUE)	SY	3,727	7 <sup>00</sup>	26,089 <sup>00</sup>
52	TOPSOIL	CY	624	45 <sup>00</sup>	28,080 <sup>00</sup>
53	EROSION CONTROL BLANKET (CLASS 1) (TYPE C)	SY	612	2 <sup>00</sup>	1224 <sup>00</sup>
54	TURF REINFORCEMENT MAT (CLASS 2) (TYPE H)	SY	1,828	6 <sup>00</sup>	10,968 <sup>00</sup>
55	SILT FENCE	LF	3,680	150 <sup>00</sup>	5520 <sup>00</sup>
56	FILTER SOCK (6")	LF	190	14 <sup>00</sup>	2660 <sup>00</sup>
57	TEMPORARY DITCH CHECK (SYNTHETIC SEDIMENT BARRIER)	EACH	7	135 <sup>00</sup>	945 <sup>00</sup>
58	STORMWATER POLLUTION CONTROL MANAGER	EACH	33	135 <sup>00</sup>	4455 <sup>00</sup>
59	SWPPP INSPECTION	EACH	33	135 <sup>00</sup>	4455 <sup>00</sup>
60	TRAFFIC SIGNAL INSTALLATION (FOX RIDGE & LAMAR)	LUMP SUM	1	202,000 <sup>00</sup>	202,000 <sup>00</sup>
61	STREET LIGHTING INSTALLATION	LUMP SUM	1	257,000 <sup>00</sup>	257,000 <sup>00</sup>
62	TRAFFIC CONTROL	LUMP SUM	1	48,000 <sup>00</sup>	48,000 <sup>00</sup>
63	SIGN (FLAT SHEET)	SQ FT	84.5	30 <sup>00</sup>	2535 <sup>00</sup>
64	SIGN POST (2" PERFORATED SQUARE STEEL TUBE)	LF	102.5	16 <sup>00</sup>	1640 <sup>00</sup> <i>plus 1640</i>
65	SIGN POST (2-1/4" PERFORATED SQUARE STEEL TUBE)	LF	24	17 <sup>00</sup>	408 <sup>00</sup>
66	SIGN POST (2-1/2" PERFORATED SQUARE STEEL TUBE)	LF	12	19 <sup>00</sup>	228 <sup>00</sup>
67	JOHNSON COUNTY CARS SIGN	EACH	2	1025 <sup>00</sup>	2050 <sup>00</sup>
68	4" WHITE (HPS-8) PAVEMENT MARKINGS	LF	509	3 <sup>00</sup>	1527 <sup>00</sup>

69	4" YELLOW (HPS-8) PAVEMENT MARKINGS	LF	10,012	3 <sup>00</sup>	30,036 <sup>00</sup>
70	12" WHITE (HPS-8) PAVEMENT MARKINGS	LF	130	11 <sup>00</sup>	1,430 <sup>00</sup>
71	12" YELLOW (HPS-8) PAVEMENT MARKINGS	LF	54	11 <sup>00</sup>	594 <sup>00</sup>
72	24" WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKINGS	LF	40	22 <sup>00</sup>	880 <sup>00</sup>
73	WHITE TURN ARROW PREFORMED THERMOPLASTIC PAVEMENT MARKINGS	EACH	6	500 <sup>00</sup>	3,000 <sup>00</sup>
74	WHITE THRU/TURN ARROW PREFORMED THERMOPLASTIC PAVEMENT MARKINGS	EACH	6	600 <sup>00</sup>	3,600 <sup>00</sup>
75	WHITE "ONLY" PREFORMED THERMOPLASTIC PAVEMENT MARKINGS	EACH	2	600 <sup>00</sup>	1,200 <sup>00</sup>
76	WHITE BIKE SHARROWS PREFORMED THERMOPLASTIC PAVEMENT MARKINGS	EACH	32	600 <sup>00</sup>	19,200 <sup>00</sup>
77	FORCE ACCOUNT	LUMP SUM	1	\$200,000	\$200,000

TOTAL BID \$ ~~5,238,674<sup>00</sup>~~ SHW

Remainder of page intentionally left blank.

~~5,168,679<sup>00</sup>~~ SHW

5,167,691<sup>00</sup>

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work prior to December 1, 2023, subject to the conditions set forth in paragraph SP-18, CONSTRUCTION TIMELINE AND LIMITATIONS, of the Project Special Provisions.

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

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

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

Enclosed is a certified check, cashier's check or bid bond in the amount of

576  
DOLLARS (\$) \_\_\_\_\_ ) which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as a penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the contract be awarded to this bidder and it should fail to enter into an agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the agreement and delivery of the approved bonds and other required documents to the City of Mission, Kansas.

DATED in Cass County this 21st day of February, 2023.

(SEAL)

VF Anderson Builders  
Contractor

[Signature]  
Signature

Vince Freemyer  
Printed Name

President  
Title

19209 E 231<sup>st</sup> St.  
Street Address or P.O. Box

Harrisonville, MO 64701  
City, State, Zip

816-935-9852  
Telephone Number

816-817-2747  
Fax Number

<b>City of Mission</b>	Item Number:	8d.
<b>ACTION ITEM SUMMARY</b>	Date:	March 15, 2023
<b>Public Works</b>	From:	Celia Duran

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

**RE:** Contract Award for 2023 Residential Street Preservation Project

**RECOMMENDATION:** Approve a contract with G-B Construction LLC for construction of the 2023 Residential Street Preservation Project in an amount not to exceed \$2,779,387.51.

**DETAILS:** The 2023 Residential Street Preservation Project includes four streets, which were selected from the proposed 10-year program for maintenance and rehabilitation of local/residential streets based on pavement condition:

- Beverly Ave., 57th St. to 56th St. (21.5 PCI)
- Riggs Ave., 53rd St. North to Dead End (23.9 PCI)
- 50th Terr., 51st East to City Limits (26 PCI)
- 61st Terr., Lamar Ave. to Woodson St. (24.3 PCI)

The scope of work for the streets to be constructed in 2023 includes full depth pavement reconstruction, curb and gutter removal and replacement, and stormwater improvements or repairs.

The 2023 Residential Street Preservation Project was bid in January and bids were opened February 21, 2023. Based on rising prices due to inflation and supply chain issues, two of the four streets (Beverly Ave. and 50th Terr.) were bid as bid alternates to provide flexibility due to potential budget constraints. There were three bidders, with G-B Construction LLC submitting the lowest and most responsive bid. The results of the bid opening are included in the table below:

### 2023 Street Preservation Project Bids

Bidder	Base Bid	Bid Alt. 1 (Beverly Ave)	Bid Alt. 2 (50 <sup>th</sup> Terr)	Total Bid
Engineer's Estimate	\$1,535,719.60	\$227,509.00	\$252,346.90	\$2,015,575.50
<b>G-B Construction, LLC</b>	<b>\$2,193,377.61</b>	<b>\$271,466.60</b>	<b>\$314,543.30</b>	<b>\$2,779,387.51</b>
VF Anderson Builders, LLC	\$2,195,917.50	\$316,399.00	\$378,354.00	\$2,890,670.50
Kansas Heavy Construction, LLC	\$2,340,731.70	\$283,860.50	\$314,864.00	\$2,939,456.20

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$2,779,388,000

<b>City of Mission</b>	Item Number:	
<b>ACTION ITEM SUMMARY</b>	Date:	March 15, 2023
<b>Public Works</b>	From:	Celia Duran

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

The Residential Street Preservation Program was built with a goal of allocating \$2 million dollars annually for design, construction, and construction inspection. Although the cost for constructing all four streets exceeds \$2 million for 2023, there are adequate funds in the Street CIP Budget for this project. Staff will continue to evaluate future street projects and available budget for future construction. Any funds not spent in the current year will roll over to a future year and will be dedicated to this residential street program. Staff will review the impact on the 2023-2027 Street CIP Program during the March 1 Community Development Committee meeting.

Staff recommends approval of the total bid for all four streets with G-B Construction LLC in an amount not to exceed \$2,779,387.51. Construction is anticipated to begin in April/May 2023 and is estimated to be completed in 170 working days.

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

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$2,779,388,000



# ATTACHMENT 4

BID

## 2023 STREET RECONSTRUCTION PROJECTS

TO: CITY OF MISSION,  
JOHNSON COUNTY, KANSAS

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

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

### BID SHEET (BASE BID) (RIGGS & 61<sup>ST</sup> TERRACE)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Force Account (Set)	Lump Sum	1	\$90,000.00	\$90,000.00
2	Clearing and Grubbing	Lump Sum	1	95,755. <sup>00</sup>	95,755. <sup>00</sup>
3	Removal of Existing Structures	Lump Sum	1	170,000. <sup>00</sup>	170,000. <sup>00</sup>
4	Unclassified Excavation	Cu. Yd.	1250	82. <sup>50</sup>	103,125. <sup>-</sup>
5	Excavation (Unsuitable)	Cu. Yd.	400	25. <sup>-</sup>	10,000. <sup>-</sup>
6	Excavation (Unstable)	Cu. Yd.	400	25. <sup>-</sup>	10,000. <sup>-</sup>
7	Compaction of Earthwork (all types)	Cu. Yd.	533	23. <sup>50</sup>	12,525. <sup>50</sup>
8	HMA Commercial Grade (Class A)	Ton	3418	96. <sup>-</sup>	328,128. <sup>-</sup>
9	AB-3 O.P. Modified (4")	Sq. Yd.	1003	545	546,635
10	AB-3 O.P. Modified (11")	Sq. Yd.	972	7. <sup>-</sup>	6804. <sup>-</sup>
11	Cement Treated Subgrade (9")	Sq. Yd.	8854	6. <sup>70</sup>	59,321. <sup>80</sup>
12	TENSAR NX850	Sq. Yd.	972	12. <sup>-</sup>	11,664. <sup>-</sup>
13	Curb & Gutter, Combined (Type A)	Lin Ft.	5669	21. <sup>40</sup>	121,316. <sup>60</sup>
14	Pipe Underdrain (6" Perforated) (Type H)	Lin Ft.	1074	20. <sup>-</sup>	21,480. <sup>-</sup>
15	Pipe Underdrain (6" Non-Perforated) (Type K)	Lin Ft.	89	25. <sup>-</sup>	2225. <sup>-</sup>
16	Concrete Pavement (Uniform) (6") (AE)(Plain)	Sq. Yd.	967	67. <sup>55</sup>	65,320. <sup>85</sup>
17	Concrete Pavement (Uniform)(6") (AE)(Plain)(Stamped)(Colored)	Sq. Yd.	26	181. <sup>90</sup>	4729. <sup>40</sup>
18	Sanitary Service Line Relocation	Each	1	2500. <sup>-</sup>	2500. <sup>-</sup>
19	Sanitary Sewer Concrete Encasement (RCE)	Lin. Ft.	93	200.15	18,613. <sup>95</sup>
20	Sanitary Sewer Concrete Encasement (CRCE)	Lin. Ft.	32	200.15	6404. <sup>80</sup>
21	8" Sanitary Sewer (SDR 26 PVC)	Lin. Ft.	37	300.60	11,122. <sup>20</sup>
22	Sidewalk Construction (4")	Sq. Ft.	284	10. <sup>-</sup>	2840. <sup>-</sup>

23	Sidewalk Ramp (6")	Sq. Ft.	103	21 <sup>40</sup>	2204 <sup>20</sup>
24	Detectable Warning Surface	Sq. Ft.	24	42. <sup>60</sup>	1022 <sup>40</sup>
25	KCMMB 4K Concrete (10'x8.33' RCB and Wings)	Cu. Yd.	87.7	3385 <sup>-</sup>	296,864 <sup>50</sup>
26	KCMMB 4K Concrete (Roadway Barrier)	Cu. Yd.	14.8	9200 <sup>-</sup>	136,160 <sup>-</sup>
27	KCMMB 4K Concrete (5'x5' RCB and Wings)	Cu. Yd.	42.3	3870 <sup>-</sup>	163,701 <sup>-</sup>
28	KCMMB 4K Concrete (Moment Slab)	Cu. Yd.	5.1	2700 <sup>-</sup>	13,770 <sup>-</sup>
29	Channel Rock Removal and Replacement	Lump Sum	1	7500 <sup>-</sup>	7500 <sup>-</sup>
30	Prefabricated 6" HDPE Waterline drop (Installation Only)	Lump Sum	1	6575 <sup>-</sup>	6575 <sup>-</sup>
31	15" Storm Sewer (RCP Class III)	Lin Ft.	152	172.59	26,233 <sup>60</sup>
32	18" Storm Sewer (RCP Class III)	Lin Ft.	189	182.19	34,433 <sup>91</sup>
33	24" Storm Sewer (RCP Class III)	Lin Ft.	181	207.89	37,628 <sup>08</sup>
34	36" Storm Sewer (RCP Class III)	Lin Ft.	8	258.03	2064 <sup>34</sup>
35	42" Storm Sewer (RCP Class III)	Lin Ft.	7	291.62	2041 <sup>34</sup>
36	12" Storm Sewer (HDPE)	Lin Ft.	12	150 <sup>-</sup>	1800 <sup>-</sup>
37	27" x 44" Storm Sewer (RCAP Class III)	Lin Ft.	36	320 <sup>80</sup>	11,548 <sup>80</sup>
38	Junction Box (4'x4')	Each	1	5875 <sup>-</sup>	5875 <sup>-</sup>
39	Inlet (5'x4') (Non Setback)(Curb)	Each	1	6300 <sup>-</sup>	6300 <sup>-</sup>
40	Inlet (6'x4') (Non Setback)(Curb)	Each	1	7755 <sup>-</sup>	7755 <sup>-</sup>
41	Inlet (6'x3') (Non-Setback) (Curb)	Each	1	6365 <sup>-</sup>	6365 <sup>-</sup>
42	Inlet (6'x3') (Curb)	Each	7	7165 <sup>-</sup>	50,155 <sup>-</sup>
43	Inlet (6'x4') (Curb)	Each	4	7795 <sup>-</sup>	31,180 <sup>-</sup>
44	Inlet (4'x4') (Grate)	Each	1	6270 <sup>-</sup>	6270 <sup>-</sup>
45	Flume Inlet	Each	1	500 <sup>-</sup>	500 <sup>-</sup>
46	Aggregate Slope Drain	Lin. Ft.	12	64 <sup>60</sup>	775 <sup>20</sup>
47	Pipe Collar	Each	6	1000 <sup>-</sup>	6000 <sup>-</sup>
48	Adjustment of Sump Pump Outlet	Each	6	800 <sup>-</sup>	4800 <sup>-</sup>
49	Flow Fill (Low Strength)	Cu. Yd.	6	215 <sup>-</sup>	1290 <sup>-</sup>
50	Adjustment of Manholes	Each	7	2950 <sup>-</sup>	20,650 <sup>-</sup>
51	Sod (Fescue)	Sq. Yd.	2784	7 <sup>20</sup>	20,044 <sup>80</sup>
52	Temporary Surfacing material (AB-3 O.P. Modified)	Ton	262	30 <sup>-</sup>	7860 <sup>-</sup>
53	Topsoil	Cu. Yd.	51	50 <sup>-</sup>	2550 <sup>-</sup>
54	Turf Reinforcement Mat (Class 2 - Type G)	Sq. Yd.	16	25 <sup>-</sup>	400 <sup>-</sup>
55	Silt Fence	Lin. Ft.	138	3 <sup>80</sup>	483 <sup>-</sup>
56	Inlet Protection	Each	19	100 <sup>-</sup>	1900 <sup>-</sup>
57	Temporary Ditch Checks (Rock)	Each	2	750 <sup>-</sup>	1500 <sup>-</sup>
58	Hydraulic Erosion Control	Ton	1.01	3500 <sup>-</sup>	3535 <sup>-</sup>
59	Construction Entrance	Sq. Yd.	92	15 <sup>-</sup>	1380 <sup>-</sup>
60	Water Quality Control Manager	Week	34	125 <sup>-</sup>	4250 <sup>-</sup>
61	SWPPP Inspection (est.)	Each	34	125 <sup>-</sup>	4250 <sup>-</sup>
62	Traffic Control	Lump Sum	1	16,130 <sup>-</sup>	16,130 <sup>-</sup>

63	Resident Transportation Service (Riggs)	Lump Sum	1	62,500. <sup>00</sup>	62,500. <sup>00</sup>
64	Remove and reset sign (if required)	Each	1	500. <sup>00</sup>	500. <sup>00</sup>
65	Contractor Construction Staking	Lump Sum	1	15,290. <sup>00</sup>	15,290. <sup>00</sup>

TOTAL (BASE BID) \$ 2,193,377.41

**BID SHEET (BID ALTERNATE #1) (BEVERLY)**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Force Account (Set)	Lump Sum	1	\$25,000.00	\$25,000.00
2	Clearing and Grubbing	Lump Sum	1	13,330. <sup>00</sup>	13,330. <sup>00</sup>
3	Removal of Existing Structures	Lump Sum	1	40,755. <sup>00</sup>	40,755. <sup>00</sup>
4	Unclassified Excavation	Cu. Yd.	276	80. <sup>30</sup>	22,162. <sup>80</sup>
5	Excavation (Unsuitable)	Cu. Yd.	100	25. <sup>00</sup>	2,500. <sup>00</sup>
6	Excavation (Unstable)	Cu. Yd.	100	25. <sup>00</sup>	2,500. <sup>00</sup>
7	Compaction of Earthwork (all types)	Cu. Yd.	1	25. <sup>00</sup>	25. <sup>00</sup>
8	HMA Commercial Grade (Class A)	Ton	864	103. <sup>25</sup>	89,208. <sup>00</sup>
9	AB-3 O.P. Modified (4")	Sq. Yd.	179	5. <sup>45</sup>	975. <sup>55</sup>
10	9" Soil Stabilization (5% Cement)	Sq. Yd.	2205	8. <sup>35</sup>	18,411. <sup>75</sup>
11	Curb & Gutter, Combined (Type A)	Lin Ft.	1316	21. <sup>40</sup>	28,162. <sup>40</sup>
12	Concrete Pavement (Uniform)(6") (AE)(Plain)	Sq. Yd.	170	67. <sup>55</sup>	11,483. <sup>50</sup>
13	Concrete Pavement (Uniform)(6") (AE)(Plain)(Stamped)(Colored)	Sq. Yd.	10	181. <sup>90</sup>	1,819. <sup>00</sup>
14	Adjustment of Sump Pump outlet	Each	1	800. <sup>00</sup>	800. <sup>00</sup>
15	Sod (Fescue)	Sq. Yd.	513	7. <sup>20</sup>	3,693. <sup>60</sup>
16	Temporary Surfacing material (AB-3 O.P. Modified)	Ton	66	30. <sup>00</sup>	1,980. <sup>00</sup>
17	Topsoil	Cu. Yd.	10	50. <sup>00</sup>	500. <sup>00</sup>
18	Inlet Protection	Each	2	100. <sup>00</sup>	200. <sup>00</sup>
19	Construction Entrance	Sq. Yd.	70	15. <sup>00</sup>	1,050. <sup>00</sup>
20	Hydraulic Erosion Control	Ton	0.19	5,000. <sup>00</sup>	950. <sup>00</sup>
21	Traffic Control	Lump Sum	1	3,375. <sup>00</sup>	3,375. <sup>00</sup>
22	Contractor Construction Staking	Lump Sum	1	2,585. <sup>00</sup>	2,585. <sup>00</sup>

TOTAL (BID ALTERNATE #1) \$ 271,466.60

**BID SHEET (BID ALTERNATE #2) (50<sup>TH</sup> TERRACE)**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Force Account (Set)	Lump Sum	1	\$25,000.00	\$25,000.00
2	Clearing and Grubbing	Lump Sum	1	18,470. <sup>00</sup>	\$18,470. <sup>00</sup>
3	Removal of Existing Structures	Lump Sum	1	46,625. <sup>00</sup>	46,625. <sup>00</sup>
4	Unclassified Excavation	Cu. Yd.	248	79. <sup>90</sup>	19,815. <sup>20</sup>
5	Excavation (Unsuitable)	Cu. Yd.	100	25 <sup>-</sup>	2,500 <sup>-</sup>
6	Excavation (Unstable)	Cu. Yd.	100	25 <sup>-</sup>	2,500 <sup>-</sup>
7	Compaction of Earthwork (all types)	Cu. Yd.	24	25 <sup>-</sup>	600 <sup>-</sup>
8	HMA Commercial Grade (Class A)	Ton	760	106. <sup>25</sup>	81,130 <sup>-</sup>
9	AB-3 O.P. Modified (4")	Sq. Yd.	145	545	79,025 <sup>25</sup>
10	9" Soil Stabilization (5% Cement)	Sq. Yd.	1926	9 <sup>-</sup>	17,334 <sup>-</sup>
11	Curb & Gutter, Combined (Type A)	Lin Ft.	1116	21. <sup>40</sup>	23,882. <sup>40</sup>
12	Curb & Gutter, Combined (Type C)	Lin Ft.	4	21. <sup>40</sup>	85. <sup>60</sup>
13	Concrete Pavement (Uniform)(6") (AE)(Plain)	Sq. Yd.	145	67. <sup>55</sup>	9,794. <sup>75</sup>
14	Sidewalk Construction (4")	Sq. Ft.	223	10 <sup>-</sup>	2,230 <sup>-</sup>
15	Sidewalk Ramp (6")	Sq. Ft.	30	21. <sup>40</sup>	642 <sup>-</sup>
16	Detectable Warning Surface	Sq. Ft.	16	42. <sup>60</sup>	681. <sup>60</sup>
17	15" Storm Sewer (RCP Class III)	Lin Ft.	83	169.25	14,047. <sup>75</sup>
18	18" Storm Sewer (RCP Class III)	Lin Ft.	7	162.55	1,137.85
19	Junction Box (4'x4')	Each	2	7905 <sup>-</sup>	15,810 <sup>-</sup>
20	Inlet (6'x3') (Curb)	Each	1	5940 <sup>-</sup>	5,940 <sup>-</sup>
21	Pipe Collar	Each	1	1000 <sup>-</sup>	1,000 <sup>-</sup>
22	Adjustment of Sump Pump outlet	Each	2	800 <sup>-</sup>	1,600 <sup>-</sup>
23	Sod (Fescue)	Sq. Yd.	477	7. <sup>20</sup>	3,434. <sup>40</sup>
24	Temporary Surfacing material (AB-3 O.P. Modified)	Ton	33	30 <sup>-</sup>	990 <sup>-</sup>
25	Topsoil	Cu. Yd.	9	50 <sup>-</sup>	450 <sup>-</sup>
26	Inlet Protection	Each	1	100 <sup>-</sup>	100. <sup>-</sup>
27	Hydraulic Erosion Control	Ton	0.17	5000. <sup>-</sup>	850 <sup>-</sup>
28	Construction Entrance	Sq. Yd.	70	15 <sup>-</sup>	1,050 <sup>-</sup>
31	Fence (6' Wood)	Lin Ft.	50	130.95	6,547. <sup>50</sup>
32	Fence (Temporary Chain Link)	Lin Ft.	50	16.20	810 <sup>-</sup>
33	Traffic Control	Lump Sum	1	4900. <sup>-</sup>	4,900 <sup>-</sup>
34	Contractor Construction Staking	Lump Sum	1	3795 <sup>-</sup>	3,795 <sup>-</sup>

TOTAL (BID ALTERNATE #2) \$ 314,543.<sup>30</sup>

The City will select the final bid package based on the available budget and the winning bidder will be determined from the lowest bid. If the City selects the "BASE BID" only, the winning bidder will be based on the lowest bid. If the City selects the "BASE BID" plus "BID ALTERNATE #1 and #2, the winning bidder will be based on the lowest total bid for these three packages. The City may also select the "BASE BID" and either "BID ALTERNATE #1" or "BID ALTERNATE #2". The winning bidder for this scenario will be based on the lowest total cost of the "BASE BID" and either "BID ALTERNATE #1 or #2.

BID SUMMARY

TOTAL (BASE BID)	\$ <u>2,193,377.<sup>61</sup></u>
TOTAL (BID ALTERNATE #1)	\$ <u>271,466.<sup>60</sup></u>
TOTAL (BID ALTERNATE #2)	\$ <u>314,543.<sup>30</sup></u>
TOTAL BID	\$ <u>2,779,387.<sup>51</sup></u>

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

A. The Notice to Proceed is anticipated to be May 2, 2023.

B. The undersigned further agrees to complete the work as described in the plans during 170 total consecutive working days (with daily working hours from 7:00 AM to 6:00 PM Monday through Friday, 8:00 AM to 6:00 PM on Saturdays, and with no work on Sundays), and open the roadway to traffic after working hours with lane drops approved by the Engineer.

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

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

2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other contract documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the contract documents.
6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) 1.
7. The undersigned agrees to sign a contract for the bid price on this bid form up until the date of March 30, 2023.

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

DATED in Louisburg KS this 20 day of February, 2023.

(SEAL)

G-B Construction LLC  
Contractor

Bob Bazin  
Signature

Bob Bazin  
Printed Name

CFO  
Title

30790 Switzer Rd  
Street Address or P.O. Box

Louisburg, KS 66033

City, State, Zip

(913) 406-9749

Telephone Number

N/A

Fax Number

<b>City of Mission</b>	Item Number:	10a.
<b>ACTION ITEM SUMMARY</b>	Date:	March 15, 2023
<b>Administration</b>	From:	Laura Smith

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

**RE:** Ordinance Establishing a Temporary Moratorium on all New Business Licenses for Establishments that Sell Tobacco, Eletronic Cigarettes and/or Electronic Cigarette Paraphernalia in the City of Mission

**RECOMMENDATION:** Approve the Ordinance establishing a temporary moratorium on all new business licenses for establishments that sell tobacco, electronic cigarettes and/or electronic cigarette paraphernalia for a period of one hundred fifty (150) days.

**DETAILS:** Since October 2022, the Council has been discussing issues related to Mission’s zoning code regulations for retailers selling tobacco, electronic cigarettes, or electronic cigarette paraphernalia. Most recently the issue was discussed during the February 1 Finance & Administration Committee meeting where additional direction was given to staff to continue to researach options and alternatives to bring back to the Council.

Recognizing the Council’s interest in a thorough review and evaluation of Mission’s regulations for establishments selling tobacco, electronic cigarettes, or electronic cigarette paraphernalia staff is recommending Council establish a temporary moratorium on the issuance of new business licenses for establishments selling the same. In order to appropriately study the issue, and to ensure time for any contemplated changes to the zoning regulations to be heard and considered, Staff is recommending the moratorium be imposed for a period of one hundred fifty (150) days. No application for a new business license for such establishment will be considered or processed until the expiration of the Temporary Moratorium Period.

**CFAA CONSIDERATIONS/IMPACTS:** The Communities for All Ages program suggests that residents are interested in healthy, vibrant communities. This is often related to walkable communities, but applies to all aspects of integrating health into planning and development policy. Discussing policies and regulations such as this can signal to residents a community’s willingness to review and consider all aspects of building a healthy and resilient community for residents of all ages.

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



**CITY OF MISSION, KANSAS**

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

**AN ORDINANCE OF THE CITY OF MISSION, KANSAS, ESTABLISHING A TEMPORARY MORATORIUM ON ALL NEW BUSINESS LICENSES FOR ESTABLISHMENTS THAT SELL TOBACCO, ELECTRONIC CIGARETTES AND/OR ELECTRONIC CIGARETTE PARAPHERNALIA IN THE CITY OF MISSION, KANSAS.**

**WHEREAS**, the governing body of the City of Mission is entrusted with the responsibility to establish reasonable laws, policies and regulations to further the general public health, safety and welfare of the community; and

**WHEREAS**, the city, in the exercise of its authority to issue business licenses and certificates of occupancy and the administration and enforcement of its building and zoning regulations, strives to follow certificate-issuance procedures and practices that best meet the needs of the residents of Mission while allowing property owners to make reasonable use of their properties; and

**WHEREAS**, Mission recognizes that a proliferation of establishments selling tobacco or electronic cigarettes or electronic cigarette paraphernalia, particularly when concentrated geographically, can have a negative impact on public health, safety and welfare; and

**WHEREAS**, the governing body of Mission finds that an in-depth examination of its regulations for establishments selling tobacco or electronic cigarettes or electronic cigarette paraphernalia is timely and necessary, and for that purpose, a temporary moratorium on the issuance of new business licenses for establishments selling electronic cigarettes or electronic cigarette paraphernalia should be established; and

**WHEREAS**, the governing body of Mission finds that to appropriately examine the possible regulation of such establishments, additional studying is required for the one hundred and fifty (150) days after the effective date of this ordinance (hereinafter the "Temporary Moratorium Period") to further the general public health, safety, and welfare of the community.

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

**Section 1.** The above recitals are incorporated by reference as if fully set forth herein.

**Section 2.** The governing body hereby establishes a temporary moratorium on the issuance of new business licenses within the City of Mission for establishments that sell tobacco, electronic cigarettes or electronic cigarette paraphernalia. No application for a business license for such establishments shall be accepted or considered for such businesses until the expiration of the Temporary Moratorium Period.

**Section 3.** The intent of the moratorium is to preserve and enhance the community's public health, safety and welfare.

**Section 4.** Any person or persons may seek exception or amendment to the provisions of this ordinance by filing such request in writing with the Office of the City Clerk. Such request shall provide justification for the requested exception or amendment and shall be heard by the governing body within thirty (30) days of the request.

Passed by the City Council this \_\_\_\_\_ day of March, 2023.

Approved by the Mayor this \_\_\_\_\_ day of March, 2023.

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

**ATTEST:**

\_\_\_\_\_  
Robin Fulks, City Clerk

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
David K. Martin, City Attorney

<b>City of Mission</b>	Item Number:	10b.
<b>ACTION ITEM SUMMARY</b>	Date:	March 15, 2023
<b>Administration</b>	From:	Laura Smith

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

**RE:** Predevelopment Agreement with Moffit Development Co., Inc. for the 58/Nall Project

**RECOMMENDATION:** Approve a predevelopment agreement with Moffit Development Co., Inc. for consideration of a 77-unit multi-family redevelopment project known as the 58/Nall Project.

**DETAILS:** Following final plan development approval last fall, Moffit Development began working on construction costs estimates for this project. A combination of factors, including interest rate increases and construction materials costs, the developer determined they would need to ask for public incentives in order to keep the project moving forward. Specifically, the developer indicated a desire to seek a property tax abatement for the project.

Historically, when the City entertains discussions surrounding the use of incentives, a “Predevelopment Agreement” is negotiated with the proposed developer. An agreement which includes the following provisions will be presented for Council review and consideration.

- A. Limits the obligation of the parties to proceed beyond the Predevelopment Agreement if a final Development Agreement has not been entered into within 6 months.
- B. Development is contingent on satisfactory negotiation of a final development agreement.
- C. Nothing in Predevelopment Agreement obligates the City to approve any public incentives.
- D. The Developer will establish a \$10,000 fund to reimburse for any City expenses incurred during discussion and review of a final development agreement.
- E. Allows the City, in its sole discretion to suspend negotiations, drafting of documents or other activities in the event the Developer fails to timely pay taxes, if the property is subject to uncured municipal code violations or a judicial foreclosure action is pending regarding any mortgage or other encumbrance against the property.

Adoption of the predevelopment agreement does not obligate the City Council to any public incentives. The specific terms of a final development agreement will be

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

<b>City of Mission</b>	Item Number:	10b.
<b>ACTION ITEM SUMMARY</b>	Date:	March 15, 2023
<b>Administration</b>	From:	Laura Smith

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

considered once City staff and the City’s consulting team have evaluated the request and formulated a recommendation to the City Council.

Staff recommends that the City Council approve the predevelopment agreement between the City of Mission and Moffit Development Co., Inc. for consideration of an incentive request related to the 77-unit, multi-family redevelopment project known as the 58/Nall project.

A draft agreement is currently being reviewed by the developer’s attorney and will be uploaded to the packet prior to the City Council meeting.

**CFAA CONSIDERATIONS/IMPACTS:** Access to quality housing for individuals of all ages is an important pillar of the Community for All Ages initiative. The proposed redevelopment project will provide additional housing options for residents of Mission.

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

## PREDEVELOPMENT AGREEMENT

THIS PREDEVELOPMENT AGREEMENT (this “Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MISSION, KANSAS, a municipal corporation of the State of Kansas (the “City”), and MOFFIT DEVELOPMENT CO., INC., a corporation, its successors and assigns (the “Developer”) (the City and Developer are hereby collectively referred to as the “Parties”).

### RECITALS

A. The Parties desire to enter into this Agreement for the purpose of studying the feasibility of a multi-family development (“Development”) to be located at 5808, 5818 and 5822 Nall Avenue and 5555 W. 58<sup>th</sup> Street, all in Mission, Kansas (“Property” or “Project Area”) and determining matters that may be included in a development agreement between the Parties (“Development Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Developer agree as follows:

1. BASIC TERMS OF FINAL DEVELOPMENT AGREEMENT.

The Parties agree that before Developer is obligated to proceed with any development within the Project Area, a Development Agreement, satisfactory to both Parties in their sole and absolute discretion, must be entered into. Although the specific terms of such Development Agreement must be negotiated between the Parties, the Parties presently believe that such terms will address, at a minimum, the following matters, to-wit:

A. Real Property Tax Abatement. The City must determine whether or not to approve a real property tax abatement, and the terms thereof.

B. Public Incentives. The Parties shall agree on additional public incentives, if any, the Development may receive, it being understood that the granting of public incentives lies within the sole discretion of the City. The fact that incentives may have been granted for the Property or other properties in the City in the past shall have no binding effect on the City and will create no precedent.

C. Other Matters. The Development Agreement shall also address any other matters that the Parties deem appropriate.

2. OBLIGATIONS OF THE PARTIES TO PROCEED.

The obligation of the Parties to proceed beyond this Agreement is dependent upon the Parties entering into a Development Agreement within six (6) months of the date of this Agreement. Nothing contained herein shall: (i) obligate the City to approve or provide tax abatement or other public incentives; or (ii) obligate either party to enter into a Development Agreement.

3. FEASIBILITY STUDY. The City may wish to obtain a third-party Feasibility Study (the “Study”) to determine whether the Development’s benefits and tax revenue and other available revenues are sufficient to meet the City’s expectations for the granting of tax abatement or other incentives. Developer shall reasonably cooperate with the City and its consultants in connection with the Study, including but not limited to sharing non-proprietary information, attending public input sessions and attending City Council work sessions.

4. MISCELLANEOUS.

A. Costs. Except as otherwise provided specifically herein, each party shall be solely responsible for all costs and expenses incurred by such party in connection with the matters contemplated by this Agreement. Provided, however, that the Developer will reimburse and pay the City for its expenses incurred (“City Expenses”) following execution of this Agreement.

i. In order to ensure the prompt and timely payment of the City Expenses, the Developer will establish a fund (the “Fund”) in the amount of \$10,000.00 (“Initial Deposit”) by paying such amount to the City contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged.

ii. City shall provide Developer with a written description of City Expenses containing the name of the party to which the expense will be owed and a reasonable description of the work performed or service provided. Developer shall have fifteen (15) days after receipt of the City’s notice to approve or deny the expense or request additional detail. In the event Developer fails to respond within the fifteen (15) day period, the expense shall be deemed approved. In the event Developer denies any City Expense, the City and Developer shall attempt in good faith to resolve Developer’s objection thereto; in the event the parties are unable to resolve such objection, City may terminate this Agreement.

iii. On a monthly basis, the City will pay the approved City Expenses from the Fund and will submit to Developer monthly statements itemizing the approved City Expenses paid from the Fund during the preceding month.

iv. In the event the City determines that the total of the City Expenses will exceed the balance in the Fund, the City will submit an itemized statement therefor to the Developer to replenish the Fund so that there is a cash balance available against which

additional City Expenses may be applied on a current basis. Insufficiency of the Fund shall not excuse Developer's obligation to pay City Expenses.

v. If economic incentives are extended to Developer for its project, and any City Expenses are eligible for reimbursement through such incentives, the City will not oppose such reimbursement.

vi. All studies, reports, and other work product, other than attorney-client work product, prepared for City and paid out of the Fund shall be provided to Developer at no charge to Developer.

B. Assignability. Neither party shall assign this Agreement without the written consent of the other party.

C. Amendments. This Agreement may be supplemented or amended only by written instrument executed by the Parties affected by such supplement or amendment.

D. Applicable Law. This Agreement shall be deemed to be entered into in the state of Kansas, and shall be enforceable under the laws of that state.

E. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon the Parties hereto, and the permitted successors and assigns of the Parties.

F. Non-liability of City Officials and Employees. No member of the governing body, official or employee of the City shall be personally liable to Developer, or any successor in interest to Developer, pursuant to the provisions of this Agreement, nor for any default or breach of the Agreement by the City.

G. Not A Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.



H. Suspension of Negotiations, Drafting, etc. City, in its sole discretion, may suspend negotiations, drafting of documents and other activities pursuant to this Agreement in the event Developer fails to timely pay taxes and assessments against the Property; the Property is subject to uncured municipal code violations; or the pendency of a judicial foreclosure action with regard to any mortgage or other encumbrance against the Property.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

Signature Pages to Follow

CITY OF MISSION, a Kansas municipal  
corporation

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Solana Flora, Mayor

ATTEST:

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Robyn Fulks, City Clerk

MOFFIT DEVELOPMENT CO., INC., a  
corporation

By: \_\_\_\_\_

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