



COMMUNITY DEVELOPMENT COMMITTEE **MEETING AGENDA**

WEDNESDAY, SEPTEMBER 6, 2023 at 6:30 p.m.
MISSION CITY HALL
6090 Woodson Street

Meeting In Person and Virtually via Zoom

This meeting will be held in person at the time and date shown above. 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

PLANNING COMMISSION ACTION ITEMS

(items will be included on the next legislative agenda for Council action)

1. Preliminary Development Plan Popeye's Louisiana Kitchen Restaurant - 6821 Johnson Drive (PC Case #23-16) - Brian Scott ([page 4](#))

The Popeye's Louisiana Kitchen Restaurant at 6821 Johnson Drive experienced substantial fire damage at the beginning of this year. The ownership group has decided to build a new restaurant at this location instead of repairing the existing structure. An application for a preliminary development plan was presented to the Planning Commission at their August 28th meeting. After a public hearing was held and due consideration given, the Planning Commission voted 7-0 to recommend approval to the City Council.

2. Special Use Permit for Discount Sales Outlet - 5470 Martway Street (PC Case #23-17) - Brian Scott ([page 104](#))

Mr. Leland Lynch is the owner of Discount Sales Outlet at 5930 Broadmoor. In addition to this location he has also maintained a lease at 5470 Martway for storage since 1997. Mr. Lynch intends to close his store on Broadmoor in the near future, but would like to maintain the lease at 5470 Martway for the purpose of supplying various non-profit groups with mattresses for veterans. Mr. Lynch submitted an application for a special use permit to conduct this activity at 5470 Martway, which was heard by the Planning Commission at their August 28th meeting. After a public hearing was held and consideration given, the Planning Commission voted 7-0 to recommend approval to the City Council.

ACTION ITEMS

3. Acceptance of the August 2, 2023 Community Development Committee Minutes – Robyn Fulks ([page 120](#))

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

4. Beverly Storm Sewer Relocation – Brent Morton ([page 136](#))

During a storm sewer inspection on March 14, 2023, staff was notified by our inspection contractor that a 100-foot section of a 5x5 RCB (reinforced concrete box) was at a failed state underneath the property located at 5925 Beverly Ave. Staff quickly placed steel plates over the RCB due to safety concerns. Olsson was tasked with design of a new storm sewer system so the failed RCB could be abandoned. Bids were solicited from four contractors and Kissick Construction submitted the lowest and most responsive bid in the amount of \$182,342.00.

5. Interlocal Agreement for 2023 Stormwater System Renewal Project/1-MI-2023-R-501 Mission Street Repair – Brent Morton ([page 149](#))

The Johnson County Stormwater System Renewal Program will provide 50% matching funds for estimated costs of stormwater system replacement with a risk score of 3.2 or higher. The Interlocal Agreement with Johnson County specifies the County's contribution toward project costs for the City's 2023 Street Preservation Program. The total project cost is \$507,658 and the County will provide matching funds up to \$253,829. Approval of this agreement in the final step with the county to accept 2023 funds for this project.

6. Interlocal Agreement – Roe Avenue CARS Project – Brent Morton ([page 152](#))

Prior to proceeding with design and construction, an Agreement is necessary to be executed between the cities of Mission, Roeland Park, and Fairway for this joint project. The Agreement discusses the purpose, project financing for design services, and project administration. There are no cost associated with execution of the interlocal agreement.

7. Broadmoor Park Trail Inspection Services – Penn Almoney ([page 156](#))

The 2023 Broadmoor Park Trail project is ready to proceed to construction. The scope and nature of the project will require additional third-party testing and inspection services beyond the administration services currently provided under the contract. Staff recommends approval of a testing and inspection services contract with Alpha-Omega Geotech for \$7,925.00. All documentation, observation, and required testing is included within the scope of services.

8. Nuisance Abatement Contract Award – Brian Scott ([page 170](#))

The City utilizes a third part contractor to perform abatement services on behalf of the City for properties that have been cited for nuisance code violations but have failed to remediate the issue within a timely manner. An invitation to bid was issued earlier this summer and one bid was received from Executive Lawn Care. The City has utilized this

company before and staff has been pleased with their work. Staff recommends entering into a contract with Executive Lawn Care to perform nuisance abatement services on behalf of the City for a period of two years with an option to renew for two additional one-year periods. Costs for these services are born by the property owner either through an invoice that is presented to the property owner or a special assessment on the property tax bill.

DISCUSSION ITEMS

OTHER

9. Department Updates - Laura Smith

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

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	September 6, 2023
Community Development	From:	Brian Scott

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

RE: Preliminary Development Plan for Popeye's Louisiana Kitchen Restaurant at 6821 Johnson Drive (PC Case #23-16)

RECOMMENDATION: Adopt an ordinance approving the preliminary development plan for a new Popeye's Louisiana Kitchen restaurant at 6821 Johnson Drive (PC Case #23-16).

DETAILS: The existing Popeye's Louisiana Kitchen restaurant at 6821 Johnson Drive was built in 1977. The building sustained substantial damage due to a kitchen fire at the beginning of this year. The owners, CSM Group, have decided to demolish the existing structure and build a new one in its place.

The restaurant is in the Planned Retail and Service ("C-2B") zoning district. Restaurants with a drive-thru window are a permitted use.

The restaurant is also located within the Form Based Code (FBC) overlay district. One-story buildings, referred to as low-rise structures in the FBC, are permitted on lots that are half an acre or less, which this location is. The FBC stipulates that low-rise structures should front the street with parking located behind the structure. The ownership group and their architect took this requirement into consideration when first evaluating the site but found it impractical as the layout of the new restaurant would not allow for an effective operation of both the walk-up order counter and the drive-thru order window. Thus, the proposed new restaurant is situated on the site much like the current restaurant is. Low-rise structures are also required to be at least 26 feet in height, which the proposed new restaurant will be, and parking is required to be screened with a wall, which this plan proposes to do.

The Planning Commission held a public hearing at their August 28th meeting to take testimony on the proposed application. No testimony was given other than the staff report and applicant's presentation. At the conclusion of the public hearing, the Planning Commission voted 7-0 (two Commissioners absent) to recommend to the City Council approval of preliminary development plan for a new Popeye's Louisiana Kitchen restaurant at 6821 Johnson Drive.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	Chapter 400
Line Item Code/Description:	N/A
Available Budget:	N/A

CITY OF MISSION, KANSAS

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN WITH STIPULATIONS FOR THE CONSTRUCTION OF A POPEYE’S LOUISIANA KITCHEN RESTURANT AT 6821 JOHNSON DRIVE – CSM GROUP, LLC, APPLICANT (PLANNING COMMISSION CASE # 23-16)

WHEREAS, Subject parcel of property (KF251208-2052) is located at 6821 Johnson Drive in the City of Mission, Johnson County, Kansas; and

WHEREAS, Subject property is zoned Planned Service and Retail (“C-2B”) with certain stipulations on permitted uses and is located within the Form Based Code (FBC) overlay district with certain stipulations on building type, height, setbacks, architecture, landscaping, and street layout; and

WHEREAS, CSM Group, LLC (the applicant), presented an application to the Community Development Department of the City of Mission for a preliminary development plan for the construction of a one-story, 2,354 sq. ft. restaurant building to be a Popeye’s Louisiana Kitchen on the subject property on June 23, 2023; and

WHEREAS, the application was presented to the Mission Planning Commission on August 28, 2023 as Planning Commission Case #23-16, 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 August 8, 2023, 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 #23-16, the Planning Commission, after due consideration, voted 7-0 to recommend approval of the application to the Mission City Council with requested deviations and certain stipulations.

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

Section 1. Approval of Preliminary Development Plan Granted – Pursuant to Section 440.175 of the Mission Municipal Code, the Preliminary Development Plan (Planning Commission Case #23-16) on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, Kansas 66202 is hereby approved for the subject property as described below, and in accordance with Section 410.320 et. seq. of the Mission Municipal Code, subject to the stipulations set forth in Section 2, and subject to all other laws and regulations:

Commencing at the Northwest corner of the Southwest Quarter of said Section 8; thence N 89°53'00" E, along the North line of said Southwest Quarter of said Section 8, a distance of 590.00 feet, to the point of intersection of the North line of the Southwest Quarter of said Section 8, and the centerline of Broadmoor Street, as now established, said point also being the Point of Beginning; thence, continuing along said North line, N 89°53'00" E, a distance of 155.00 feet, to the Northwest corner of CORNERSTONE COMMONS, a platted subdivision of land in the City of Mission, Johnson County, Kansas; thence S 0°07'00" E, a distance of 215.00 feet; thence S 89°53'00" W, a distance of 155.00 feet, to a point on the centerline of Broadmoor Street, as now established; thence N 0°07'00" W, along said centerline of said Broadmoor Street, a distance of 215.00 feet, to the Point of Beginning, containing 0.7650 acres, more or less, of unplatted land.

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

1. A demolition permit application for the existing structure is required within three months of City Council approval of the Preliminary Development Plan.
2. A final development plan will be submitted to the City and approved by the Planning Commission prior to the issuance of any building permits.
3. A detailed landscaping plan is required with the submittal of the final development plan; landscaping that is native and non-invasive shall be provided.
4. A detailed lighting plan is required with the submittal of the final development plan; lighting specifications that adhere to International Dark Sky Standards is preferred.
5. Public amenities shall be provided in accordance with City Standards and the site design of adjacent improved properties on Johnson Drive, including but not limited to park benches, bike racks, and pedestrian streetlights; once installed, the City agrees to maintain amenities that are fully within the public right-of-way.
6. Maintenance agreement for all site improvements, including but not limited to structures, improved infrastructure, landscaping, parking, and pedestrian connections on the property shall be provided and signed by the applicant and the appropriate City officials prior to construction permitting.
7. The applicant shall submit a Final Site Plan and construction documents to the City for review and approval 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 obtain all necessary reviews, inspections, and approvals from Consolidated Fire District #2 prior to final Certificate of Occupancy issuance.
10. 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.
11. The applicant will provide a two (2) year warranty bond on any public infrastructure installed as part of this Preliminary Development Plan. Said bond(s) will be placed on file with the City of Mission Community Development Department.
12. This Preliminary Plan approval shall lapse in five (5) years from its effective date if construction on the project has not begun, or if such construction is not being diligently pursued; provided, however, that the applicant may request a hearing before the City Council to request an extension of this time period. The City Council may grant an extension for a maximum of 12 months for good cause.

Section 3. Effective Date - This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION on this 20th day of September 2023.

APPROVED BY THE MAYOR on this 20th day of September 2023.

Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM:

David Martin, City Attorney

Payne & Jones, Chartered
11000 King Street, King 2 Building
Overland Park, KS 66210



AT A GLANCE

Applicant:
CSM Groups, dba Popeye's Louisiana Kitchen

Location:
6821 Johnson Drive

Property ID:
KF251208-2052

Current Zoning:
Form Based Code / C2-B

Proposed Zoning:
N/A

Current Land Use:
Fast Food Drive-Through

Proposed Land Use:
Fast Food Drive-Through

☒ Public Hearing Required

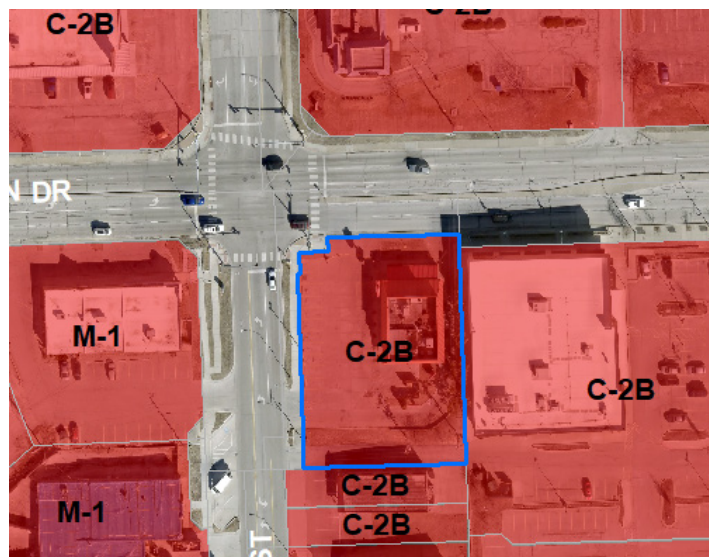
Legal Notice:
August 8, 2023

Case Number:
23-16

Project Name:
Popeye's Redevelopment

Project Summary:
The proposal includes an existing structure that will be razed and the redevelopment of Popeye's fast food drive-through restaurant with parking lot, landscaping, and pedestrian realm improvements. The property lies within the Form Based Code overlay district, and is requesting a non-conforming situation permit.

Staff Contact:
Karie Kneller, Planner



PROPERTY BACKGROUND AND INFORMATION

The applicant, CSM Groups, dba Popeye's Louisiana Kitchen, submitted an application for a preliminary development plan for a fast food drive-through restaurant located at 6821 Johnson Drive, on the southeast corner of Johnson Drive and Broadmoor Street. The property is in the Form Based Code (FBC) overlay district and it is zoned C-2B "Retail and Service District." Surrounding properties are zoned C2-B on the east and south, and M-1 on the west across Broadmoor Street. The property north of Johnson Drive is also zoned C2-B. The property is currently a half-acre (21,918 square feet), with a proposed re-plat associated with Case #23-18 that reduces the lot with additional dedicated right-of-way to under a half-acre. All necessary utilities are available on-site. The former Popeye's drive through restaurant suffered fire damage in January of 2023 and will be completely rebuilt on the current site.

PROJECT PROPOSAL

The applicant proposes razing the existing structure and a complete rebuild of the former Popeye's drive-through restaurant, with certain site improvements to meet the intent of the municipal code and Form Based Code overlay. Improvements include a six-foot screen wall on the corner of Broadmoor and Johnson Drive surrounding a new parking lot with required landscaping. The screen wall incorporates planters and architectural detailing, with space for outdoor seating along a widened pedestrian path. The entrance to the site on Johnson Drive has been eliminated with this proposal, reducing the number of curb cuts along Johnson Drive. Park benches, pedestrian-scaled streetlights, and bike racks improve the pedestrian realm, and additional landscaping in the pedestrian right-of-way improves the walkability along Johnson Drive and Broadmoor Street.

Proposed surface parking is located in roughly the same area as the existing parking lot, with 16 spaces, including one ADA standard parking space. The former parking lot included 21 parking spaces with two ADA. Drive-through service will be provided via two stacking lanes, whereas the former layout included one drive-through lane. Drive-through vehicles empty onto Johnson Drive and are allowed to exit with a right turn only. The applicant included a trip generation report according to the building square footage and anticipated traffic thereof. New landscaping and green space is increased with the proposal, which will improve the stormwater runoff conditions on the site.

The proposed structure has entrances on Johnson Drive and from the parking lot on the west side of the building. The structure is 26 feet tall with spandrel panels and awnings for a faux second story. The height of the structure will be roughly equivalent with the structure to the east on the same block. Materials are brick, fiber cement, and EIFS in neutral colors with accent colors in the company brand. Glazing on the north and west side of the building is transparent. The dumpster enclosure on the south side of the lot near the drive-through lanes consists of cement block painted a consistent color with the primary structure, and includes plastic lumber gates. Signage will be submitted as a separate application and reviewed for consistency with the applicable municipal code during the construction phase.

PLAN REVIEW AND ANALYSIS

Mission Comprehensive Plan

The Comprehensive Plan indicates the property lies within the FBC overlay district. The FBC takes precedence for development and performance standards over the municipal code for setback, height, architectural features, and priority of the pedestrian realm. Projects that do not meet the required 90 points according to the scoring criteria a variance approved by the Planning Commission and City Council. It is Mission's long-term vision that the West Gateway commercial district in our community will be an extension, with its own unique character, of the Downtown Johnson Drive District. Additionally, any development or redevelopment that does not meet the requirements set forth in the first section of the FBC to gain the initial 45 points during Development Committee review, shall not be considered sufficient to meet the intent of the FBC.

The property is in "Block S" of the FBC. Structures on a half-acre or less in Block S may be low rise buildings (one story), but structures must be built to a height of 26 feet. Low-rise structures require "shopfront" and awnings, and require continuous frontage with appropriate openings for pedestrian access. Front and side street setbacks shall be 0-10 feet, side lot and rear setbacks shall be a 10-foot minimum. Parking is permitted in the rear and set back a minimum of 10 feet when screened from view. Curb-cuts should be reduced, and parking lots should be screened to lessen the impact on pedestrians.

Analysis: The proposed primary structure does not provide continuous frontage, but the permitted parking lot screen wall along the activating corner of the lot attempts to meet the intent of the FBC for continuous frontage. The height of the screen wall on Johnson Drive and Broadmoor helps to screen the parking from pedestrian view and provides corner activation in lieu of a structure. However, the parking is not located at the rear of the lot, therefore requiring a non-conforming situation permit.

While the building orientation and lot layout does not strictly comply with the FBC, and therefore cannot receive the required points under the scoring criteria to attain a total of 90 points, the improvements to the pedestrian realm and attention to massing and corner activation attempts to meet the intent of the FBC for setback, height, architectural features, and priority of the pedestrian realm.

Johnson Drive Design Guidelines

According to the requirements of the Johnson Drive Design Guidelines, sidewalks on Johnson Drive shall be a minimum of eight feet wide. Sidewalks on secondary streets such as Broadmoor shall be a minimum of five feet wide. Materials shall include brick, stone, and transparent glass along Johnson Drive frontage, and buildings shall have a 360-degree design. EIFS shall be a maximum of 25% on any one facade and not included from the ground elevation to eight-foot height. Elements that enhance the pedestrian realm, including park benches, pedestrian-scaled streetlights, bike racks, and landscaping are required. Screen walls for street-facing parking lots may be a height of six feet combined with softscape vegetation. Roof-mounted mechanical

equipment shall be screened from pedestrian view around the site.

Analysis: The proposal provides an extended pedestrian “plaza” along Johnson Drive that includes outdoor seating, landscaping, street lighting, and bicycle amenities. Material selections are brick, cement fiber board, and EIFS. EIFS consists of less than 25% on each facade and is located above eight feet from ground level. Each side of the building incorporates architectural detail with horizontal delineation, and material/pattern changes that break up expansive facades. The parking lot screen wall is a combination of plantings and brick at a six-foot height. Rooftop equipment is screened by a parapet wall.

Municipal Code

The FBC takes precedence over the municipal code for setbacks. Required setbacks for front and side street are 0-10 feet, and the required setback for rear and side yards is a minimum of zero feet.

Zoning code in Section 410.100 for properties in C2-B districts permits drive-through restaurants.

Sections 415.070, 415.100, 415.120, and 415.130 pertain to the landscaping and maintenance requirements of the municipal code. Section 425.020 sets forth the minimum space requirements for parking. Fast food restaurants with drive-through facilities requires one space for every four seats. A minimum of 6% of the parking lot shall have interior landscaping, according to Section 415.110.

Analysis: The proposal complies with FBC regulations for setbacks, but the location of the parking lot is non-conforming. Therefore, the plan must receive approval from the Planning Commission for a variance due to site configuration and setback. The structure seats 24 customers and provides 16 parking spaces, which is double the minimum requirement. The operation also anticipates a maximum of 15 employees during peak hours. The proposal incorporates 8.3% landscaping in the parking area which conforms with the minimum requirement.

Analysis: The proposal seats 24 customers and provides 16 parking spaces, which is double the minimum requirement. The operation also anticipates a maximum of 15 employees during peak hours. The proposal incorporates 8.3% landscaping in the parking area.

The applicant provided a trip generation report that accounts for the anticipated number of trips to the restaurant during peak hours. The queue would exceed 9 cars 7% of the time. In other words, the report states that there is reasonable assurance that the design of the stacking lanes would be sufficient 93% of the time. Internal parking access could be potentially blocked for short periods at peak times about 5% of the time. Vehicular stacking could overflow to Broadmoor about 3% of time.

Drainage on the site has been significantly improved with the addition of landscaping and green space that did not previously exist on-site. Stormwater is captured via inlets at lower elevations and no significant flooding is attributed to the existing site.

RECOMMENDATION

Staff recommends that the Planning Commission vote to recommend approval of the preliminary development plan and non-conforming situation permit for Popeye's redevelopment to the City Council with the following conditions:

1. Public amenities shall be provided in accordance with City Standards and the site design of adjacent improved properties on Johnson Drive, including but not limited to park benches, bike racks, and pedestrian street lights; once installed, the City agrees to maintain amenities that are fully within the public right-of-way.
2. A demolition permit application for the existing structure is required within three months of City Council approval of the Preliminary Development Plan.
3. The applicant will provide a two (2) year warranty bond on any public infrastructure installed as part of this Preliminary Development Plan. Said bond(s) will be placed on file with the City of Mission Community Development Department. A final development plan will be submitted to the City and approved by the Planning Commission prior to the issuance of any building permits.
4. 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.
5. A detailed landscaping plan is required with the submittal of the final development plan; landscaping that is native and non-invasive shall be provided.
6. A detailed lighting plan is required with the submittal of the final development plan; lighting specifications that adhere to International Dark Sky Standards is preferred.
7. The applicant shall submit a Final Site Plan and construction documents to the City for review and approval 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 obtain all necessary reviews, inspections, and approvals from Consolidated Fire District #2 prior to final occupancy permit being issued.
10. 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.
11. Maintenance agreement for all site improvements, including but not limited to structures, improved infrastructure, landscaping, parking, and pedestrian connections on the property shall be provided and signed by the applicant and the appropriate City officials prior to construction permitting.



PLANNING COMMISSION ACTION

The Planning Commission will hear Case #23-16, the Preliminary Development Plan for Popeye's Louisiana Kitchen at its August 28, 2023 public hearing.

CITY COUNCIL ACTION

Contingent upon Planning Commission's recommendation, the City Council will hear Case #23-16 at its September 20, 2023 meeting.



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

Development Application

Permit # _____

Applicant Name: Popeye's Louisiana Kitchen		Company: CSM Groups / Attn: Faizan Yousuf	
Address: 10190 Katy Freeway Suite 350			
City/State/Zip: Houston, Texas 77043			
Telephone: 713.266.8799 ext 201			
Email: f.yousuf@csmgroup.org			
Property Owner Name:		Company: WELLS FAMILY TRUST	
Address: 1008 VALENTINE RD			
City/State/Zip: KANSAS CITY, MO 64111			
Telephone: 816-561-2555			
Email: coult@devries-law-kc.com			
Firm Preparing Application: Kathy Warman, AIA		Company: WARMAN Architecture+Design	
Address: 1735 Swift Ave.			
City/State/Zip: North Kansas City, MO 64116			
Telephone: 816.474.2233			
Email: kathy@kwarman.com			
*All correspondence on this application should be sent to (check one) _____ Applicant _____ Owner <input checked="" type="checkbox"/> Firm			
Application Type			
Rezoning <input type="checkbox"/> SUP <input type="checkbox"/> Plat <input type="checkbox"/> Site Plan <input type="checkbox"/> PDP <input checked="" type="checkbox"/> FDP <input type="checkbox"/> Lot Split <input type="checkbox"/> Other (Specify): _____			
Description of Request			
Please provide a brief description of the request:			
Preliminary plan for re-building the property due to fire.			

Project Details

General Location or Address of Property: 6821 JOHNSON DR

Present zoning of property: C-2B

Present use of property: Commercial

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, F. Coulter DeVries Agent for Wells Trust ^{Attorney and Agent for} 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 [Signature] Date 6/23/23
Signature (Owner's Agent)

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

File Fee: \$

Total:

Receipt #

Notes:

Meeting Date

PC

CC

Date Notices Sent

Date Published

Decision

Plat Description

All that part of the Southwest Quarter of Section 8, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, being more particularly described by Scott G Chrisman, LS-1306, on June 19, 2023, for project 230238, as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 8; thence N 89°53'00" E, along the North line of said Southwest Quarter of said Section 8, a distance of 590.00 feet, to the point of intersection of the North line of the Southwest Quarter of said Section 8, and the centerline of Broadmoor Street, as now established, said point also being the Point of Beginning; thence, continuing along said North line, N 89°53'00" E, a distance of 155.00 feet, to the Northwest corner of CORNERSTONE COMMONS, a platted subdivision of land in the City of Mission, Johnson County, Kansas; thence S 0°07'00" E, a distance of 215.00 feet; thence S 89°53'00" W, a distance of 155.00 feet, to a point on the centerline of Broadmoor Street, as now established; thence N 0°07'00" W, along said centerline of said Broadmoor Street, a distance of 215.00 feet, to the Point of Beginning, containing 0.7650 acres, more or less, of unplatted land.



WARMAN ARCHITECTURE+DESIGN

1735 Swift Ave.

North Kansas City, Missouri 64116

v. 816.474.2233 f. 816.474.1051

Project Narrative

Date: June 23, 2023

Project: Popeyes Louisiana Kitchen
6821 Johnson Dr.
Mission, KS 66202

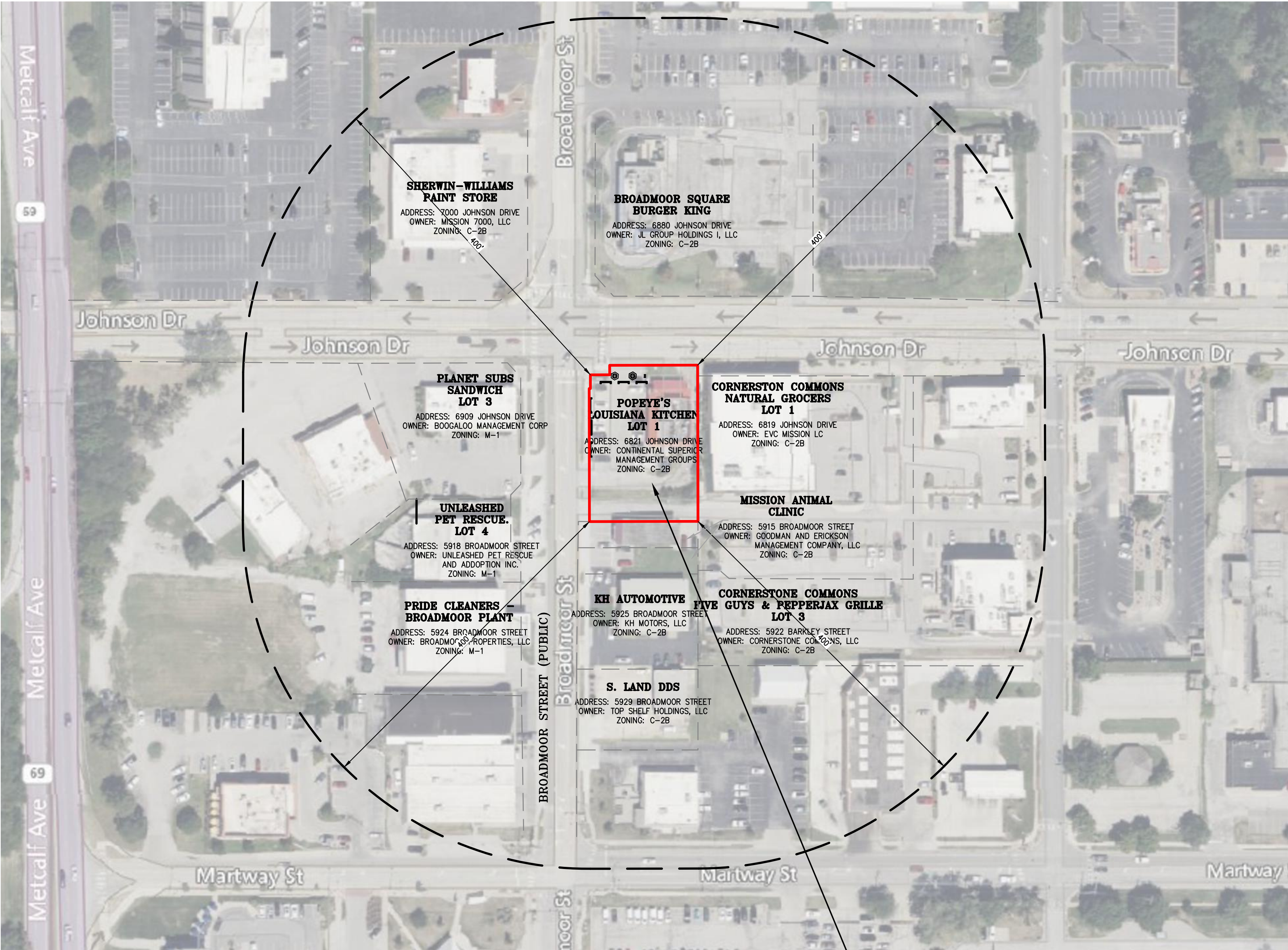
The Popeye's Chicken restaurant located at 6821 Johnson Dr. experienced a fire in their current building and the owners will be required to raze and rebuild the building to the new Popeye's Corporate building standards. This is also an opportunity to bring the site and building into better compliance with the City of Mission's adopted Form Based Code. We are proposing a new 2,354 sq. ft restaurant building located with the main entrance adjacent to and with direct pedestrian access from Johnson Dr. The westernmost curb cut on Johnson Dr. will be removed and that area will be replaced with a pedestrian plaza area with benches and planters and a low wall to screen the parking field behind it. The drive thru function will be along the east side of the building and will be largely screened from public view by the Natural Grocers. We believe this will meet the spirit and intent of the new code while ensuring that the restaurant can be operationally functional.

PRELIMINARY DEVELOPMENT PLANS
FOR
POPEYE'S LOUISIANA KITCHEN
ADDRESS: 6821 JOHNSON DRIVE
IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS

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C4	GRADING PLAN
C5	UTILITY PLAN
	LANDSCAPE PLANS
	ARCHITECTURE PLANS

UTILITY COMPANIES:

EVERGY AMANDA KAUER (Amanda.Kauer@evergy.com) 16215 W. 108TH STREET LENEXA, KANSAS 66219	(816) 652-1852 (605) 321-6121-CELL
ATMOS ENERGY TONY BENDICT (tony.bendict@atmosenergy.com) 25090 W. 110TH TER. OLATHE, KS 66061	(913) 254-6344 (913) 768-4924 FAX
COMCAST CABLE CO. JIM DUFF (james_duff@cable.comcast.com) 3400 W. DUNCAN ROAD BLUE SPRINGS, MISSOURI 64015	(816) 795-2257 (816) 795-0346 FAX
CITY OF OLATHE (PUBLIC WORKS) CHET BELCHER 100 E. SANTA FE OLATHE, KS 66051 (cbelcher@olatheks.org)	(913) 971-9065 (913) 971-8504 FAX
CITY OF OLATHE (PUBLIC UTILITIES) MR. CHAD JONES 1385 S. ROBINSON DRIVE OLATHE, KS 66051	(913) 971-9066 (913) 971-9099 FAX
CONSOLIDATED COMMUNICATIONS MELISSA STRINGER (melissa.stringer@consolidated.com) 14859 W. 95TH STREET LENEXA, KS 66215	(913) 322-9622
AT&T CLAYTON ANSPAUGH (ca4089@att.com) 9444 NALL AVENUE OVERLAND PARK, KANSAS 66207	(913) 383-4929 (913) 383-4849 FAX
SPECTRUM CABLE 450 N. ROGERS RD. OLATHE KS. 66062	(913) 440-4189
GOOGLE FIBER MS. TERESA ERB(TERESAERB@GOOGLE.COM) 908 BROADWAY BLVD. KANSAS CITY, MO 66105	(913) 551-4492



OVERALL SITE PLAN

PROJECT LOCATION

LEGAL DESCRIPTION:

ALL THAT PART OF THE SW1/4 OF SECTION 8, TOWNSHIP 12, RANGE 25, NOW IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SW1/4 OF SAID SECTION 8, AND 590 FEET EAST OF THE NORTHWEST CORNER THEREOF, AS MEASURED ALONG SAID NORTH LINE, SAID POINT ALSO BEING ON THE CENTERLINE OF BROADMOOR, AS NOW ESTABLISHED; THENCE SOUTHERLY, ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF THE SW1/4 OF SAID SECTION 8 AND ALONG THE CENTER-LINE OF SAID BROADMOOR, A DISTANCE OF 45 FEET; THENCE EASTERLY, ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SW1/4 OF SAID SECTION 8, A DISTANCE OF 30 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BROADMOOR, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE SOUTHERLY, ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF THE SW1/4 OF SAID SECTION 8, AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BROADMOOR, AS ESTABLISHED 30 FEET EAST OF THE CENTERLINE THEREOF, A DISTANCE OF 170 FEET; THENCE EASTERLY, ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SW1/4 OF SAID SECTION 8, A DISTANCE OF 125 FEET; THENCE NORTHERLY, ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 180 FEET, TO A POINT 35 FEET SOUTH OF THE NORTH LINE OF THE SW1/4 OF SAID SECTION 8, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JOHNSON DRIVE, AS NOW ESTABLISHED; THENCE WESTERLY, ALONG A LINE 35 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SW1/4 OF SAID SECTION 8 AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JOHNSON DRIVE, A DISTANCE OF 115 FEET, TO A POINT 40 FEET EAST OF THE CENTERLINE OF SAID BROADMOOR; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JOHNSON DRIVE, TO THE POINT OF BEGINNING, EXCEPT THAT PART IN STREETS AND ROADS.

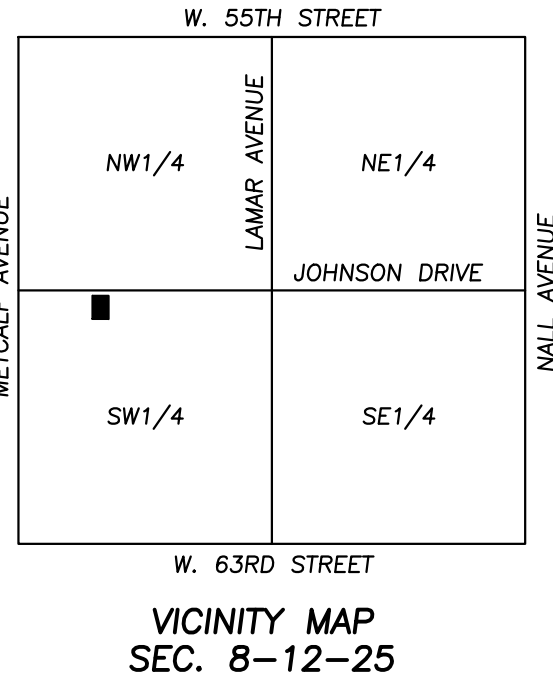
GROSS AREA = 22,218± SQ.FT. / 0.5101± ACRES

BENCHMARK:

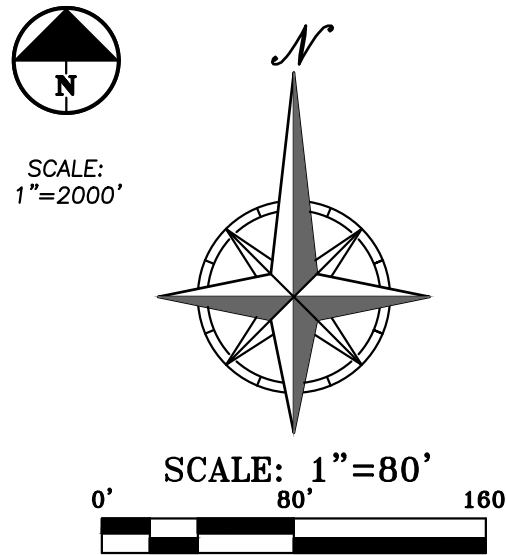
- VERTICAL DATUM = NAVD88 BASED ON GPS OBSERVATION USING SMARTNET GPS NETWORK
- SET "G" CUT IN BACK OF CURB NW CORNER OF PARKING LOT
ELEVATION = 1020.60

FLOOD NOTE:

THIS PROPERTY LIES WITHIN 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, COMMUNITY NO. 200170, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0023G, AND DATED AUGUST 3, 2009.



VICINITY MAP
SEC. 8-12-25



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UTILITY NOTES:
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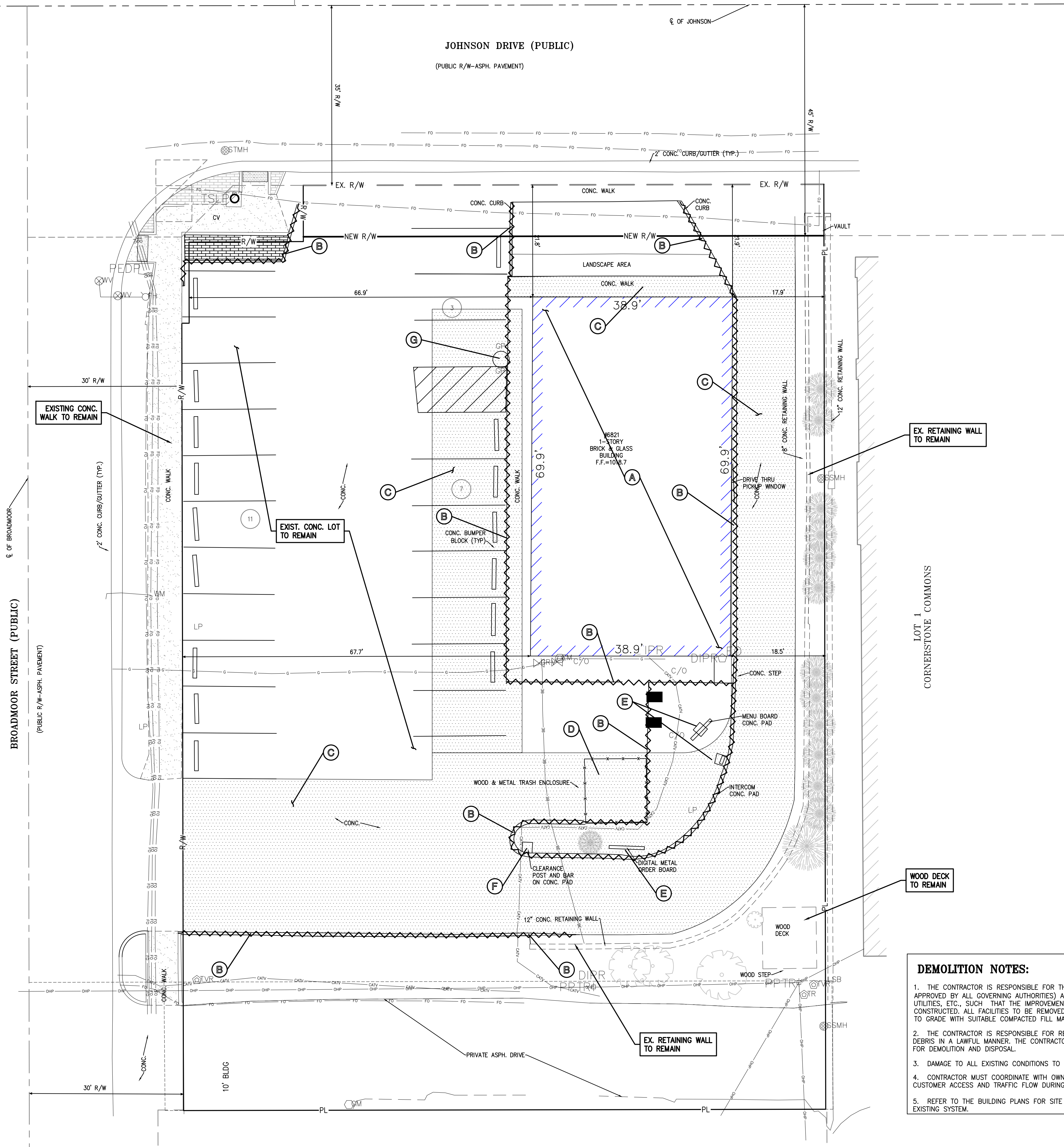


COVER SHEET
POPEYE'S LOUISIANA KITCHEN
6821 JOHNSON DRIVE
MISSION, KANSAS 66202

PROJECT NO.	DATE	BY	APP.	REVISIONS
230238	08-16-23			
DATE: 08-16-23	DATE: 08-16-23	DATE: 08-16-23	DATE: 08-16-23	DATE: 08-16-23
CHECKED: DAF	CHECKED: DAF	CHECKED: DAF	CHECKED: DAF	CHECKED: DAF
APPROVED: JDC	APPROVED: JDC	APPROVED: JDC	APPROVED: JDC	APPROVED: JDC
CERTIFICATE OF AUTHORIZATION	CERTIFICATE OF AUTHORIZATION	CERTIFICATE OF AUTHORIZATION	CERTIFICATE OF AUTHORIZATION	CERTIFICATE OF AUTHORIZATION
LAND SURVEYING - LS-82	LAND SURVEYING - LS-82	LAND SURVEYING - LS-82	LAND SURVEYING - LS-82	LAND SURVEYING - LS-82
ENGINEERING - E-361	ENGINEERING - E-361	ENGINEERING - E-361	ENGINEERING - E-361	ENGINEERING - E-361
CERTIFICATE OF AUTHORIZATION	CERTIFICATE OF AUTHORIZATION	CERTIFICATE OF AUTHORIZATION	CERTIFICATE OF AUTHORIZATION	CERTIFICATE OF AUTHORIZATION
LAND SURVEYING-20070128	LAND SURVEYING-20070128	LAND SURVEYING-20070128	LAND SURVEYING-20070128	LAND SURVEYING-20070128
ENGINEERING-20070128	ENGINEERING-20070128	ENGINEERING-20070128	ENGINEERING-20070128	ENGINEERING-20070128

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THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL
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DEMOLITION KEY NOTES:

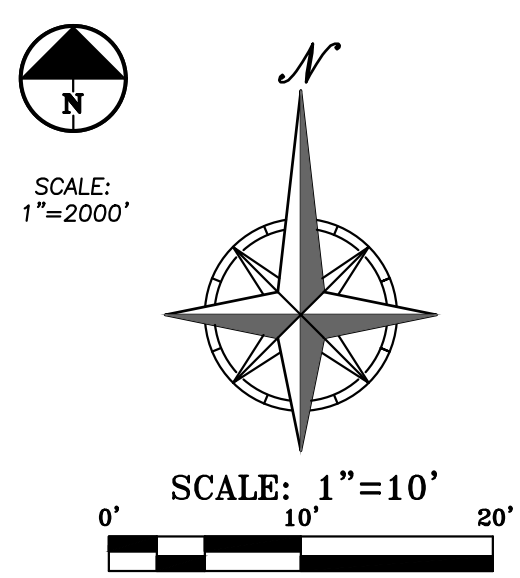
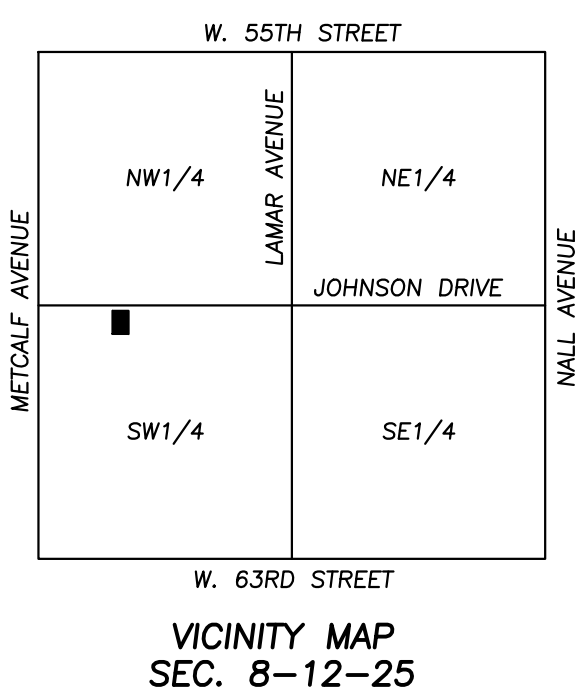
- (A) SEE ARCHITECTURAL AND STRUCTURAL PLANS FOR DEMOLITION OF EXISTING BUILDING.
- (B) REMOVE EXISTING CURB.
- (C) REMOVE EXISTING CONCRETE PAVEMENT.
- (D) REMOVE EXISTING TRASH ENCLOSURE.
- (E) REMOVE EXISTING MENU BOARDS.
- (F) REMOVE EXISTING CLEARANCE BAR, POST AND CONCRETE PAD.
- (G) REMOVE EXISTING POLE AND CONCRETE BASE.

LEGEND

- PL ——— PROPERTY LINE
- LL ——— LOT LINE
- R/W ——— RIGHT-OF-WAY
- ~~~~~ REMOVE EXISTING CURB & GUTTER
- [Hatched Box] EXISTING BUILDING TO BE REMOVED
- [Cross-hatched Box] EXISTING ASPHALT PAVEMENT TO BE REMOVED
- [Dotted Box] EXISTING CONCRETE PAVEMENT/SIDEWALK TO BE REMOVED
- [Stippled Box] EXISTING GRAVEL TO BE REMOVED
- [Tree Symbol] EXISTING TREE TO REMAIN
- [X Symbol] REMOVE TREE
- BT ——— EXISTING BURIED TELEPHONE
- CATV ——— EXISTING CABLE TELEVISION LINE
- FO ——— EXISTING FIBER OPTIC LINE
- W ——— EXISTING WATER LINE
- G ——— EXISTING GAS LINE
- BE ——— EXISTING BURIED ELECTRIC
- OHP ——— EXISTING OVERHEAD POWER LINE
- SS ——— EXISTING SANITARY SEWER
- -- EXISTING STORM SEWER
- ⊕ ——— EXISTING FIRE HYDRANT
- LP ⊕ ——— EXISTING LIGHT POLE
- x ——— EXISTING CHAIN LINK FENCE

DEMOLITION NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL (IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) ALL CURBS, PARKING, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
3. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
4. CONTRACTOR MUST COORDINATE WITH OWNER PRIOR TO ANY CONSTRUCTION TO ESTABLISH CUSTOMER ACCESS AND TRAFFIC FLOW DURING ALL PHASES.
5. REFER TO THE BUILDING PLANS FOR SITE LIGHTING ELECTRICAL MODIFICATIONS (IF ANY) TO THE EXISTING SYSTEM.



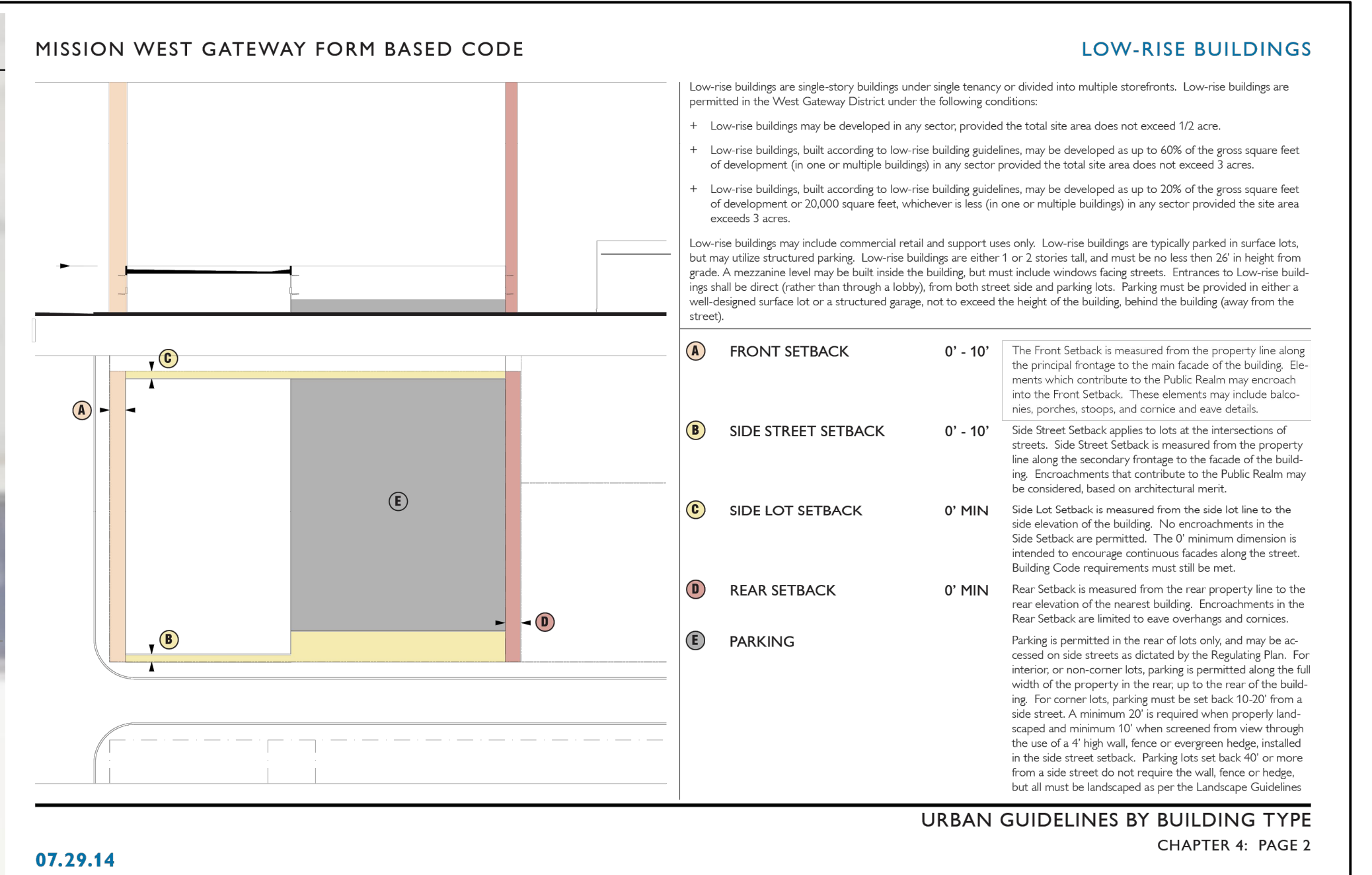
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(913) 393-1155
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www.phelpsenengineering.com



DEMOLITION PLAN
POPEYE'S LOUISIANA KITCHEN
6821 JOHNSON DRIVE
MISSION, KANSAS 66202




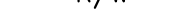





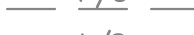
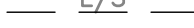
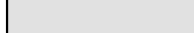
PROJECT NO.	No.	Date	By	App.
230228	1.	08-16-23	AEB	DAF
Revisions:	Revised	Per	Staff	Comments
DATE: 08-23-2023	DRAWN: AEB	CHECKED: DAF	APPROVED: JOC	
CERTIFICATE OF AUTHORIZATION	LAND SURVEYING - LS-82	ENGINEERING - E-361	CERTIFICATE OF AUTHORIZATION	LAND SURVEYING-200701028
DATE: 08-23-2023	DRAWN: AEB	CHECKED: DAF	APPROVED: JOC	

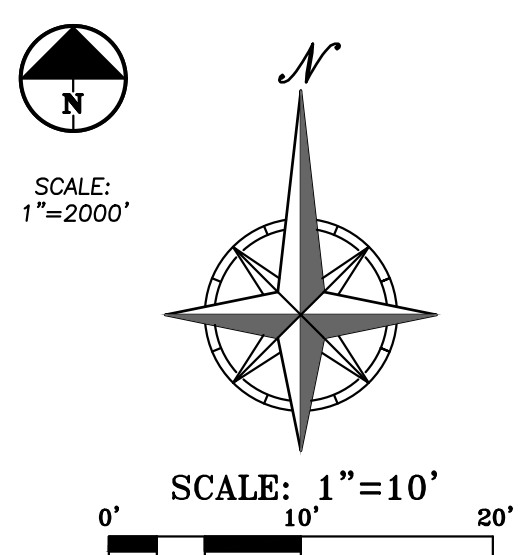
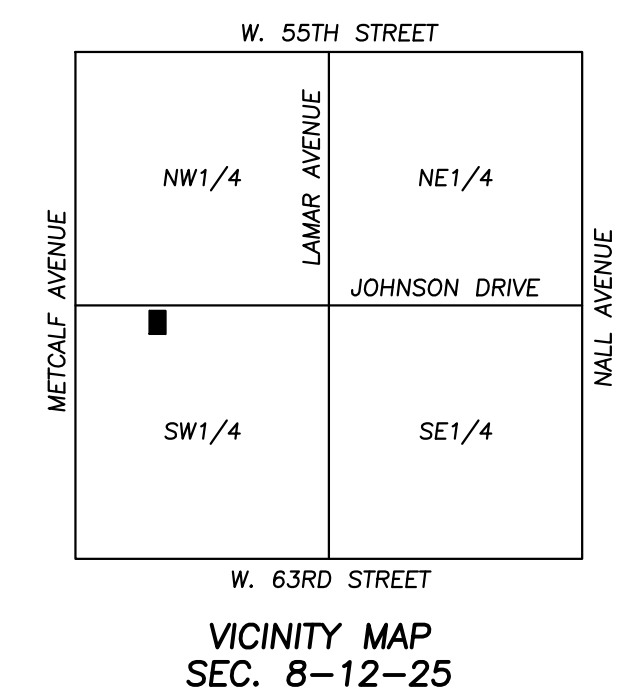
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<u>LEGEND</u>	
 — PL —	PROPERTY LINE
 — LL —	LOT LINE
 — R/W —	RIGHT-OF-WAY
	2' CURB & GUTTER
	6" CURB
 — B/L —	BUILDING SETBACK LINE
 — P/S —	PARKING SETBACK LINE
 — L/S —	LANDSCAPE SETBACK LINE
	STANDARD DUTY ASPHALT PAVEMENT
	PROPOSED BUILDING
	CONCRETE PAVEMENT
	CONCRETE SIDEWALK



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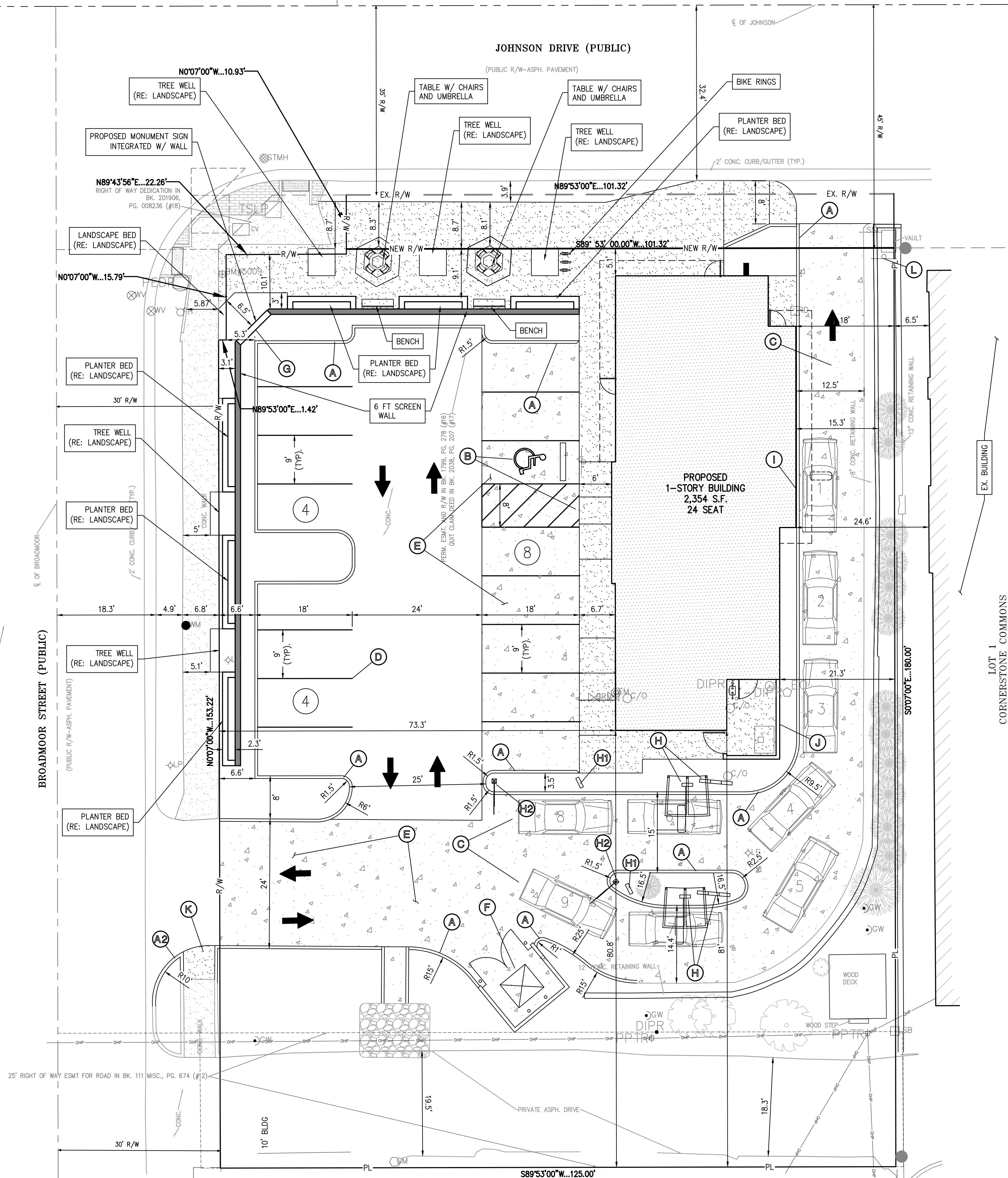
PLANNING
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SITE PLAN – AERIAL
POPEYE'S LOUISIANA KITCHEN
6821 JOHNSON DRIVE
MISSION, KANSAS 66202

PROJECT NO.	230238	No.		Date	08-16-23	Revisions:	By	App.
CREATED:	DAT APPROVED JDC	1.				REVISED PER STAFF COMMENTS	AEB	DAF
KANSAS STATE OF AUTHORIZATION KANSAS DEPT OF CORRECTIONS ENGINEERING - E-3JF SIGNATURE OF AUTHORIZATION DATE: 08/16/2023 NAME: JAMES WOODSON								

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SITE PLAN NOTES:

- All construction materials and procedures on this project shall conform to the latest revision of the following governing requirements, incorporated herein by reference:
A) City ordinances & O.S.H.A. Regulations.
B) The City of Mission Technical Specifications and Municipal Code.
C) The Project Specifications.
- The contractor shall have one (1) signed copy of the plans (approved by the City) and one (1) copy of the appropriate Design and Construction Standards and Specifications at the job site at all times.
- The contractor will be responsible for securing all permits, bonds and insurance required by the contract documents, City of Mission, Kansas, and all other governing agencies (including local, county, state and federal authorities) having jurisdiction over the work proposed by these construction documents. The cost for all permits, bonds and insurance shall be the contractors responsibility and shall be included in the bid for the work.
- The contractor is responsible for coordination of his and his sub-contractor's work. The contractor shall assume all responsibility for protecting and maintaining his work during the construction period and between the various trades/sub-contractors constructing the work.
- The demolition and removal(or relocation) of existing pavement, curbs, structures, utilities, and all other features necessary to construct the proposed improvements, shall be performed by the contractor. All waste material removed during construction shall be disposed off the project site. The contractor shall be responsible for all permits for hauling and disposing of waste material. The disposal of waste material shall be in accordance with all local, state and federal regulations.
- Contractor shall be responsible for all relocations, including but not limited to, all utilities, storm drainage, sanitary sewer services, signs, traffic signals & poles, etc. as required. All work shall be in accordance with governing authorities specifications and shall be approved by such. All cost shall be included in base bid.
- All existing utilities indicated on the drawings are according to the best information available to the Engineer; however, all utilities actually existing may not be shown. The contractor shall be responsible for contacting all utility companies for an exact field location of each utility prior to any construction. All utilities, shown and unshown, damaged through the negligence of the contractor shall be repaired or replaced by the contractor at his expense.
- The contractor shall be responsible for all damage to existing utilities, pavement, fences, structures and other features not designated for removal. The contractor shall repair all damages at his expense.
- The contractor shall verify the flow lines of all existing storm or sanitary sewer connections and utility crossings prior to the start of construction. Notify the engineer of any discrepancies.
- SAFETY NOTICE TO CONTRACTOR:** In accordance with generally accepted construction practices, the contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on or near the construction site.
- Refer to the building plans for site lighting electrical requirements, including conduits, pole boxes, pull boxes, etc.

SITE DIMENSION NOTES:

- BUILDING TIES SHOWN ARE TO THE OUTSIDE FACE OF PROPOSED WALLS. THE SUBCONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR SPECIFIC DIMENSIONS AND LAYOUT INFORMATION FOR THE BUILDINGS.
- ALL DIMENSIONS SHOWN FOR THE PARKING LOT AND CURBS ARE MEASURED FORM BACK OF CURB TO BACK OF CURB.

PAVEMENT MARKING AND SIGNAGE NOTES:

- PARKING STALL MARKING STRIPES SHALL BE FOUR INCH (4") WIDE WHITE STRIPES. DIRECTIONAL ARROW AND HANDICAP STALL MARKINGS SHALL BE FURNISHED AT LOCATIONS SHOWN ON PLANS.
- HANDICAP PAVEMENT MARKINGS AND SIGNS SHALL CONFORM TO ALL FEDERAL (AMERICANS WITH DISABILITIES ACT) AND STATE LAWS AND REGULATIONS.
- TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES".
- STOP SIGNS SHALL BE PROVIDED AT ALL LOCATIONS AS SHOWN ON PLANS AND SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". SIGNS SHALL BE 18" X 12", 18 GAUGE STEEL AND SHALL BE ENGINEER GRADE REFLECTIVE.
- TRAFFIC CONTROL AND PAVEMENT MARKINGS SHALL BE PAINTED WITH A WHITE SHERWIN WILLIAMS S-W TRAFFIC MARKING SERIES B-29Y2 OR APPROVED EQUAL. THE PAVEMENT MARKING SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. APPLY ON A CLEAN, DRY SURFACE AND AT A SURFACE TEMPERATURE OF NOT LESS THAN 70°F AND THE AMBIENT AIR TEMPERATURE SHALL NOT BE LESS THAN 60°F AND RISING. TWO COATS SHALL BE APPLIED.

SITE DATA

PROPERTY AREA	21,198 S.F. / 0.49 AC.
ZONING	C2-B
PROPOSED BUILDING (1-STORY)	2,354 S.F.
FLOOR AREA RATIO (FAR)	0.111 S.F.

PARKING SUMMARY

PROVIDED PARKING	
STANDARD STALLS (9'-0" X 18'-0")	15
ACCESSIBLE STALLS	1
PROVIDED STALLS	16
REQUIRED PARKING STALLS	
1 STALL / 4 SEATS (24 SEATS)*	6
REQUIRED ACCESSIBLE STALLS	
TOTAL STALLS	1-25
REQUIRED ACCESSIBLE STALLS	1
PARKING LOT % LANDSCAPED	9%

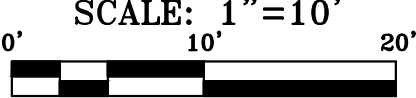
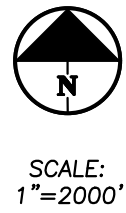
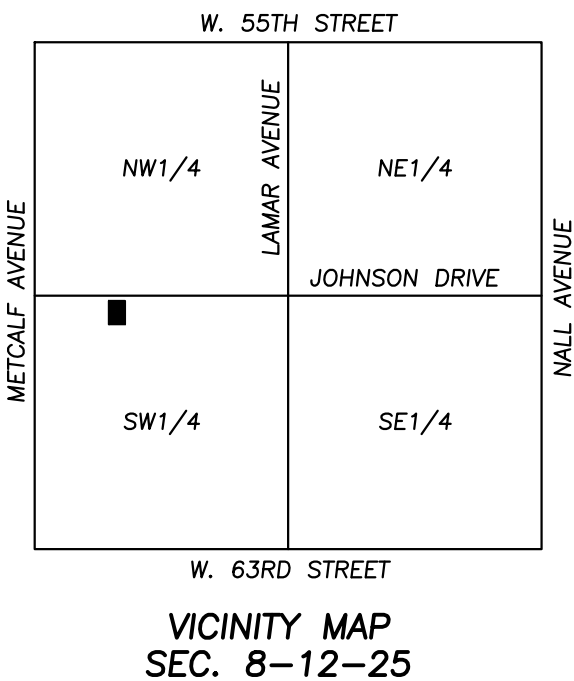
* OWNER ANTICIPATES UP TO 15 EMPLOYEES WORKING DURING MAX SHIFT

PEDESTRIAN LIGHTING NOTE:

PEDESTRIAN STREET LIGHTING TO BE PROVIDED ALONG JOHNSON DRIVE AND COORDINATED WITH CITY STAFF. DETAILS TO BE INCLUDED WITH FINAL DEVELOPMENT PLAN.

LEGEND

PL	PROPERTY LINE
LL	LOT LINE
R/W	RIGHT-OF-WAY
2' CURB & GUTTER	
6" CURB	
B/L	BUILDING SETBACK LINE
P/S	PARKING SETBACK LINE
L/S	LANDSCAPE SETBACK LINE
	STANDARD DUTY ASPHALT PAVEMENT
	PROPOSED BUILDING
	CONCRETE PAVEMENT
	CONCRETE SIDEWALK



- (A) CONSTRUCT PRIVATE 6" CURB (TYPICAL).
- (A1) CONSTRUCT PUBLIC 6" CURB (TYPICAL).
- (B) CONSTRUCT ACCESSIBLE PARKING SPACE. INSTALL MARKINGS PER STD. DETAIL. INSTALL VAN ACCESSIBLE PARKING SIGN. (1 TOTAL).
- (C) CONSTRUCT DRIVE THRU LANE W/ CONCRETE PAVEMENT.
- (D) INSTALL PAVEMENT STRIPPING (TYPICAL).
- (E) CONSTRUCT CONCRETE PAVEMENT.
- (F) INSTALL TRASH ENCLOSURE WITH HEAVY DUTY CONCRETE PAVEMENT (RE: ARCH. PLANS FOR ENCLOSED DETAILS).
- (G) PROPOSED MONUMENT SIGN (RE: ARCHITECT PLANS).
- (H) INSTALL MENU BOARD AND ORDER BOX (RE: ARCH. PLANS).
- (H1) INSTALL PRE-ORDER MENU BOARD (RE: ARCH. PLANS).
- (H2) INSTALL MENU BOARD AND ORDER BOX (RE: ARCH. PLANS).
- (I) PICK-UP WINDOW (RE: ARCH. PLANS).
- (J) CONSTRUCT SCREEN WALL (RE: ARCH. PLANS).
- (K) CONSTRUCT PUBLIC CONC. SIDEWALK RAMP.
- (L) INSTALL STOP SIGN AND CONCRETE BASE (TYPICAL).

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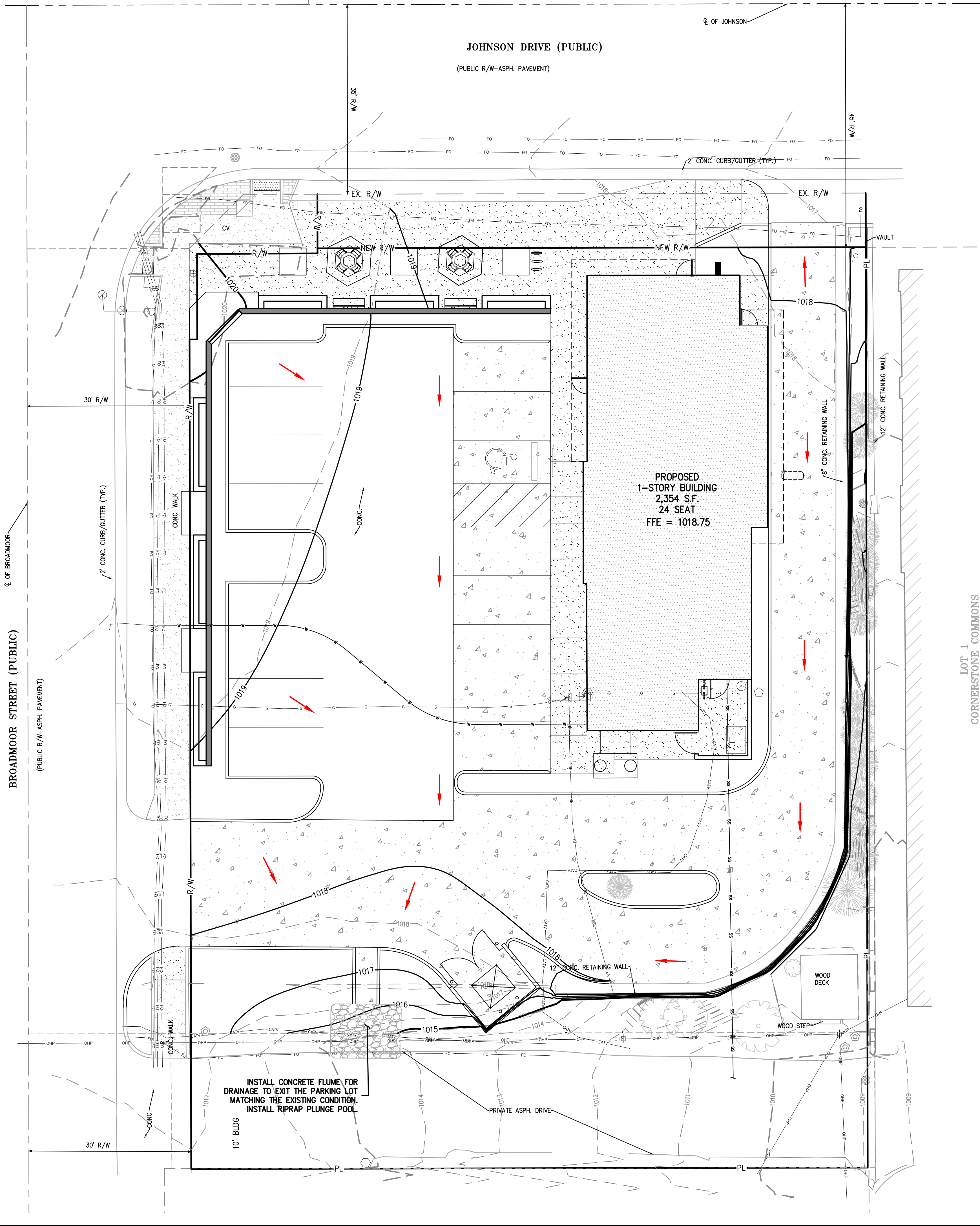
SITE PLAN
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6821 JOHNSON DRIVE
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PROJECT NO.	230228	DATE	08-16-23	BY	DAF	REVISIONS	NO.	DATE	REVISED PER STAFF COMMENTS	AEB DAF
CHECKED: DAF	DAF	DAF								
DATE: 08-23-2023	DAF	DAF								
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LAND SURVEYING - LS-82										
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CERTIFICATE OF AUTHORIZATION										
LAND SURVEYING - LS-82										
ENGINEERING - E-361										

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SITE GRADING NOTES:

- CONTOURS AND ELEVATIONS: Existing and proposed contours are shown on plans at one foot (1') contour intervals, unless otherwise noted, proposed contours and elevations shown represent approximate finish grade. Contractor shall hold down subgrades to allow for pavement and sub-base thicknesses.
- If the contractor does not accept existing topography as shown on the plans, without exception, he shall have made at his expense, a topographic survey by a registered land surveyor and submit it to the owner for review.
- CLEARING AND GRUBBING: Prior to beginning preparation of subgrade, all areas under pavements or building shall be stripped of all topsoil, vegetation, large rock fragments (greater than 6 inches in any dimension) and any other deleterious material. The actual stripping depth should be based on visual examination during construction and the results of proof-rolling operations. The root systems of all trees (not designated to remain) shall be removed in their entirety. Stripping materials shall not be incorporated into structural fills.
- TOPSOIL STRIPPING: Prior to the start of site grading, the contractor shall strip all topsoil from areas to be graded, and stockpiled at a location on or adjacent to the site as directed by the owner. At completion of grading operations and related construction, the contractor will be responsible for redistribution of topsoil over all areas disturbed by the construction activities. Topsoil shall be placed to a minimum depth of six inches (6") and in accordance with specifications for landscaping. At that time, and prior to the installation of landscaping or irrigation, all topsoil graded areas shall be visually inspected and accepted by the owner and ILL.
- Contractor shall adjust and/or cut existing pavement as necessary to assure a smooth fit and continuous grade. Contractor shall assure positive drainage away from buildings for all natural and paved areas.
- SUBGRADE PREPARATION: Prior to placement of new fill material, the existing subgrade shall be proofrolled and approved under the direction of the Geotechnical Engineer or his representative.
- PROOFROLLING: Subsequent to completion of stripping and over-excavation, all building and pavement areas to receive engineered fill should be systematically proof-rolled using a tandem axle dump truck loaded to approximately 20,000 pounds per axle. Also, any finished subgrade areas to receive paving shall be proof-rolled within 48 hours of paving. Unsuitable soils that are detected and that can not be recompacted should be over-excavated and replaced with controlled structural fill.
- EARTHWORK:
 - GEOTECHNICAL: All earthwork shall conform to the recommendations of the Geotechnical report. Said report and its recommendations are herein incorporated into the project requirements by reference. Prior to beginning construction, the contractor shall obtain a copy of and become familiar with the geotechnical report. Unless specifically noted on the plans, the recommendations in the geotechnical report are hereby incorporated into the project requirements and specifications.
 - SURFACE WATER: Surface water shall be intercepted and diverted during the placement of fill.
 - FILLS: All fills shall be considered controlled or structural fill and shall be free of vegetation, organic matter, topsoil and debris. In areas where the thickness of the engineered fill is greater than five feet building and pavement construction should not commence until so authorized by the on-site geotechnical engineer to allow for consolidation.
 - BUILDING SUBGRADE: As specified in the Geotechnical Engineering Report, the upper section of building subgrade shall consist of Low Volume Change (LVC) material defined as approved, compacted granular fill or low to moderate plasticity cohesive soil materials stabilized with Class C Flyash. Granular fill shall consist of compacted granular materials with a maximum particle size of two (2) inches or less, such as limestone screenings. Refer to geotechnical report for complete requirements.
 - EXISTING SLOPES: Where fill material is to be placed on existing slopes greater than 5:1 (horizontal to vertical), existing slope shall be benched providing a minimum vertical face of twelve inches (12"). The benches should be cut wide enough to accommodate the compaction equipment. Fill material shall be placed and compacted in horizontal lifts not exceeding nine inches (9") (loose lift measurement), unless otherwise approved by the Geotechnical Engineer.
 - COMPACTION REQUIREMENTS: The upper 9 inches of pavement subgrade areas shall be compacted to a minimum density of ninety five percent (95%) of the material's maximum dry density as determined by ASTM D698 (standard proctor compaction). The moisture content at the time of placement and compaction shall within a range of 0% below to 4% above optimum moisture content as defined by the standard proctor compaction procedure. The moisture contents shall be maintained within this range until completion of the work. Where compaction of earth fill by a large roller is impractical or undesirable, the earth fill shall be hand compacted with small vibrating rollers or mechanical tampers.
- All cut or fill slopes shall be 3:1 or flatter. All asphalt parking areas shall be a minimum of 1% slope but not more than 5% slope unless otherwise noted. All pavements within ADA parking areas shall not exceed 2% total slope. All grades around building shall be held down 6" from finish floor and slope away another 6" in 10 feet. Contractor shall notify engineer prior to final subgrade construction of any areas not within this slope requirement.
- TESTING AND INSPECTION: Owner's Independent Testing Laboratory (ITL) shall make tests of earthwork during construction and observe the placement of fills and other work performed on this project to verify that work has been completed in accordance with Geotechnical Engineering Report, Project Specifications and within industry standards. The ITL will be selected by the owner and the cost of testing will be the owner's responsibility.
- CLASSIFICATION: All excavation shall be considered unclassified. No separate or additional payments shall be made for rock excavation.
- PERMANENT RESTORATION: All areas disturbed by earthwork operations shall be sodded, unless shown otherwise by the landscaping plan or erosion control plan.
- UTILITIES: The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies, and where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The contractor must call the appropriate utility companies at least 48 hours before any excavation to request exact field location of utilities. It shall be the responsibility of the contractor to relocate all existing utilities which conflict with the proposed improvements shown on the plans.
- LAND DISTURBANCE: The contractor shall adhere to all terms & conditions as outlined in the EPA or applicable state N.P.D.E.S. permit for storm water discharge associated with construction activities. Refer to project S.W.P.P.P. requirements.

BENCHMARK:

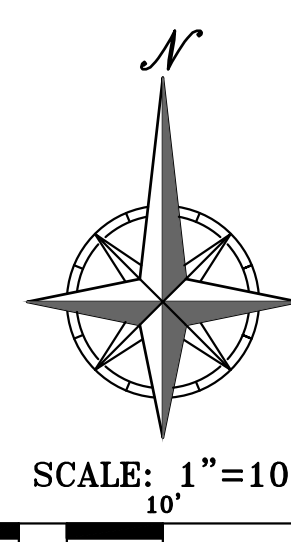
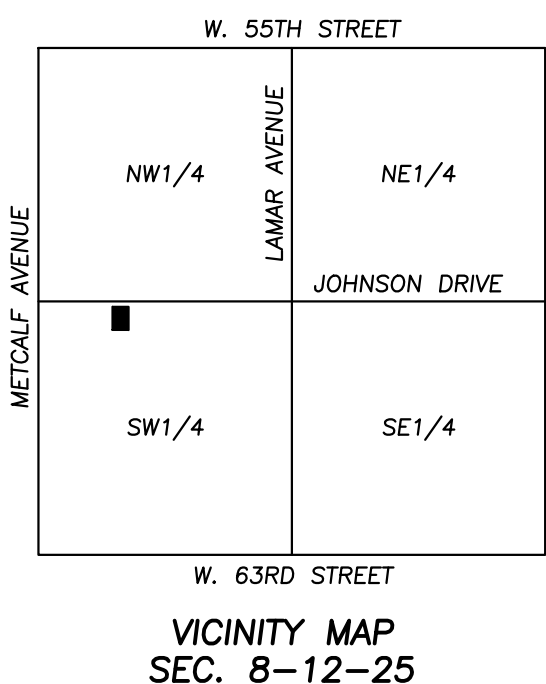
VERTICAL DATUM = NAVD88 BASED ON GPS OBSERVATION USING SMARTNET GPS NETWORK
1. SET "I" CUT IN BACK OF CURB NW CORNER OF PARKING LOT
ELEVATION = 1020.60

FLOOD NOTE:

THIS PROPERTY LIES WITHIN 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, COMMUNITY NO. 200170, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0023G, AND DATED AUGUST 3, 2009.

LEGEND

- | | |
|----------------------|----------------------------|
| — PL — | PROPERTY LINE |
| — LL — | LOT LINE |
| — R/W — | RIGHT-OF-WAY |
| — 2' CURB & GUTTER — | 2' CURB & GUTTER |
| — 920 — | EXISTING CONTOURS |
| — 920 — | PROPOSED CONTOURS |
| — 918 — | PROPOSED SPOT ELEVATION |
| — 1088.00 SW — | LG LIP OF GUTTER |
| | TC TOP OF CURB |
| | SW SIDEWALK |
| | ME MATCH EXISTING |
| | HP HIGH POINT |
| | LP LOW POINT |
| | P TOP OF PAVEMENT |
| | TE TOP OF STRUCTURE |
| | GR GROUND ELEVATION |
| | BS BOTTOM OF STEPS |
| | TS TOP OF STEPS |
| | BW BOTTOM OF WALL |
| | TW TOP OF WALL |
| — — — | EXISTING STORM SEWER |
| — — — | PROPOSED STORM PIPE |
| — — — | PROPOSED WET CURB & GUTTER |
| — — — | PROPOSED DRY CURB & GUTTER |
| — — — | PROPOSED RETAINING WALL |
| → | DENOTES FLOW DIRECTION |



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PLANNING
ENGINEERING
IMPLEMENTATION



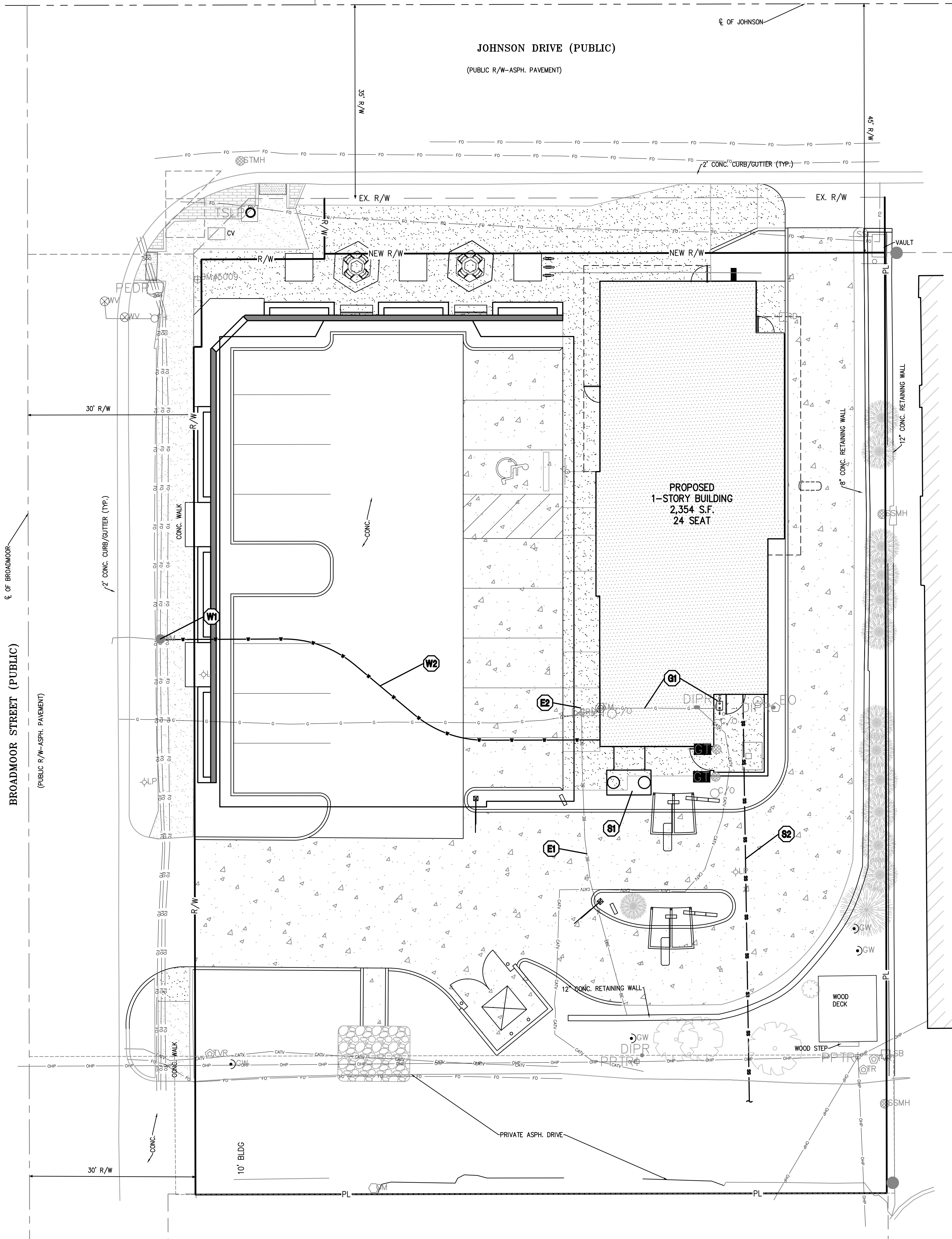
GRADING PLAN
POPEYE'S LOUISIANA KITCHEN
6821 JOHNSON DRIVE
MISSION, KANSAS 66202

PROJECT NO.	2302238	No.	Date	Revisions:	By	App.
DATE: 06-23-2023	DRAWN: AEB	1.	08-16-23	REVISED PER STAFF COMMENTS	AEB	DAF
CHECKED: DAF	APPROVED: JDC					
CERTIFICATE OF AUTHORIZATION						
LAND SURVEYING - LS-82						
ENGINEERING - E-361						
CERTIFICATE OF AUTHORIZATION						
LAND SURVEYING - 20070170						
ENGINEERING - 20070170						

SHEET

C4

\\phelps-server\projects\p\230238\Draw\preliminary\UTILITY.dwg Layout1 Aug 16, 2023 - 2:45pm Daniel Finn



UTILITY KEY NOTES:

- (E1) EXISTING 4" PVC SCHEDULE 40 PRIMARY ELECTRICAL CONDUIT TO REMAIN.
- (E2) EXISTING ELECTRIC METER TO BE USED FOR ELECTRIC ENTRY INTO NEW BUILDING. FOLLOW ELECTRIC COMPANY REQUIREMENTS (REFER TO BUILDING ELECTRIC PLAN.)
- (G1) EXISTING GAS ENTRY WITH GAS METER. CONTRACTOR SHALL COORDINATE WITH GAS COMPANY FOR TYPING OF EXISTING GAS METER.
- (W1) EXISTING 1-1/2" PRIMARY WATER METER PIT.
- (W2) CONSTRUCT 1-1/2" DOMESTIC WATERLINE.
- (S1) INSTALL GREASE INTERCEPTOR.
- (S2) INSTALL SANITARY SEWER LINE.

LEGEND

- PL PROPERTY LINE
- LL LOT LINE
- R/W RIGHT-OF-WAY
- CATV EXISTING CABLE TELEVISION LINE
- FO EXISTING FIBER OPTIC LINE
- G EXISTING GAS LINE
- BE EXISTING BURIED ELECTRIC LINE
- OHP EXISTING OVERHEAD POWER LINE
- SS EXISTING OVERHEAD TELEPHONE LINE
- SS EXISTING SANITARY SEWER LINE
- SS EXISTING STORM SEWER LINE (& SIZE)
- BT EXISTING BURIED TELEPHONE LINE
- W-6" EXISTING WATER LINE (& SIZE)
- CATV PROPOSED CABLE TELEVISION LINE
- FO PROPOSED FIBER OPTIC LINE
- G PROPOSED GAS LINE
- BE PROPOSED BURIED ELECTRIC LINE
- SS PROPOSED SANITARY SEWER LINE
- OHP PROPOSED OVERHEAD POWER LINE
- SS PROPOSED STORM SEWER LINE (& SIZE)
- BT PROPOSED BURIED TELEPHONE LINE
- W-6" PROPOSED WATER LINE (& SIZE)
- F-6" PROPOSED FIRE LINE (& SIZE)
- ST-6" PROPOSED ROOF DRAIN (& SIZE)

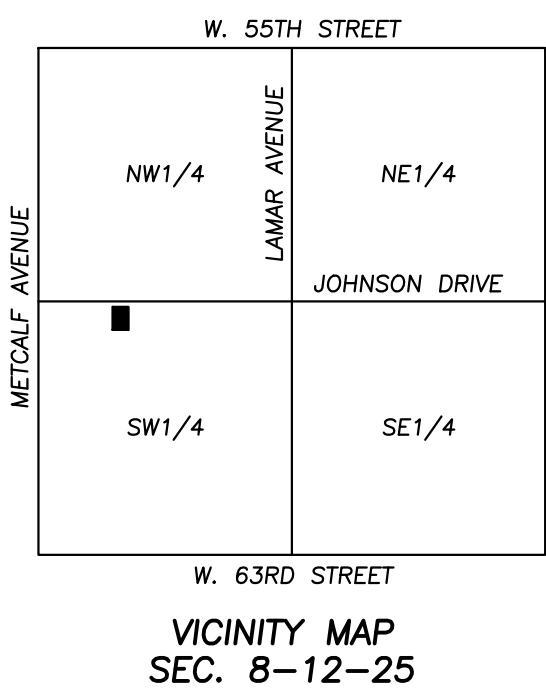


Know what's below.
Call before you dig.

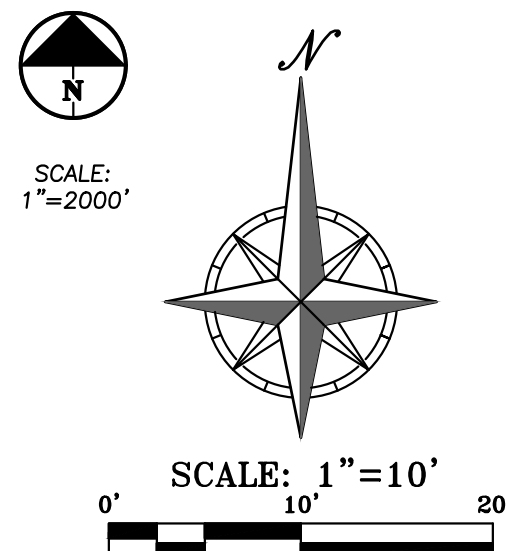
UTILITY NOTES:
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN.
UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES CALL 811.

UTILITY NOTES:

1. The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies, and where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The contractor must call the appropriate utility companies at least 48 hours before any excavation to request exact field location of utilities. It shall be the responsibility of the contractor to coordinate with and relocate &/or remove all existing utilities which conflict with the proposed improvements shown on the plans.
2. The construction of storm sewers on this project shall conform to the requirements of the City's Technical Specifications and Design Criteria.
3. The contractor shall field verify the exact location and elevation of the existing storm sewer lines and the existing elevation at locations where the proposed storm sewer collects or releases to existing ground. If discrepancies are encountered from the information shown on the plans, the contractor shall contact the design engineer. No pipes shall be laid until direction is received from the design engineer.
4. It will be the contractors responsibility to field adjust the top of all manholes and boxes as necessary to match the grade of the adjacent area. Tops of existing manholes shall be raised as necessary to be flush with proposed pavement elevations, and to be 6-inches above finished ground elevations in non-paved areas. No separate or additional compensation will be made to the contractor for making final adjustments to the manholes and boxes.
5. Inlet locations, horizontal pipe information and vertical pipe information is shown to the center of the structure. Deflection angles shown for storm sewer pipes are measured from the center of curb inlets and manholes. The contractor shall adjust the horizontal location of the pipes to go to the face of the boxes. All roof drains shall be connected to storm sewer structures. Provide cleanouts on roof drain lines at 100' max. Spacing and at all bend points. Do not connect roof drains directly to storm sewer pipe.
6. The contractor shall be responsible for furnishing and installing all fire and domestic water lines, meters, backflow devices, pits, valves and all other incidentals required for a complete operable fire protection and domestic water system. All costs associated with the complete water system for the buildings shall be the responsibility of the contractor. All work shall conform to the requirements of City.
7. The contractor shall be responsible for furnishing and installing all sanitary sewer service lines from the buildings to the public line. All work shall conform to the requirements of the City and Johnson County Unified Wastewater District.
8. The contractor will be responsible for securing all permits, bonds and insurance required by the contract documents, City, and all other governing agencies (including local, county, state and federal authorities) having jurisdiction over the work proposed by these construction documents. The cost for all permits bonds and insurance shall be the contractors responsibility and shall be included in the bid for the work.
9. By the use of these construction documents the contractor hereby agrees that he/she shall be solely responsible for the safety of the construction workers and the public. The contractor agrees to hold the engineer and owner harmless for any and all injuries, claims, losses or damages related to the project.
10. The Contractor shall be responsible for furnishing all materials, tools and equipment and installation of electrical power, telephone and gas service from a point of connection from the public utility lines to the building structures. This will include all conduits, service lines, meters, concrete pads and all other incidentals required for a complete and operational system as required by the owner and the public utilities. Refer to building plans for exact tie-in locations of all utilities. Contractor shall verify connection points prior to installation of utility line.
11. All fill material is to be in place, compacted, and consolidated before installation of proposed utilities. On-site geotechnical engineer shall provide written confirmation that this requirement has been met and that utilities may proceed in the fill areas. All utilities are to be placed in trench conditions.
12. Contractor shall notify the utility authorities inspectors 48 hours before connecting to any existing line.
13. Water lines shall be as follows (unless otherwise shown on plans):
 - A. Pipe sizes less than 3-inches that are installed below grade and outside building shall comply with the following:
 - 1. Seamless Copper Tubing: Type "K" soft copper, ASTM B88.
 - 2. Fittings: Wrought copper (95.5 Tin Antimony solder joint), ASME B 16.22.
 - B. Pipe sizes 3-inches Through 48-inches that are installed below grade and outside building shall comply with one of the following:
 - 1. Gray Cast Iron Water Pipe: ANSI A21.6, thickness class 52.
 - a. Fittings: Either mechanical joint or push-on joint, AWWA C110 or AWWA C111.
 - b. Elastomeric gaskets and lubricant: ASTM F477.
 - c. Cement Mortar Lining, AWWA C104
 - 2. Ductile Iron Water Pipe: AWWA C151, thickness class 50.
 - a. Fittings: Either mechanical joint or push-on joint, AWWA C110 or AWWA C111.
 - b. Elastomeric gaskets and lubricant: ASTM F477.
 - c. Cement Mortar Lining, AWWA C104
 - 3. Polyvinyl Chloride (PVC) Water Pipe: Pipe, AWWA C900, rated DR 18 (Class 150), continually marked as required.
 - a. Elastomeric gaskets and lubricant: ASTM F477 for smaller pipes.
 - b. Pipe joints: Integrally molded bell ends, ASTM D3138.
 - c. Trace wire: Magnetic detectable conductor, (#12 Copper) brightly colored plastic covering imprinted with "Water Service" in large letters
14. Minimum trench width shall be 2 feet.
15. Contractor shall maintain a minimum of 42" cover on all waterlines. All water line joints are to be mechanical joints with thrust blocking as called out in specifications and construction plans. Water mains and service lines shall be constructed in accordance to waterline's specifications for commercial services.
16. All waterlines shall be kept min. ten (10') apart (parallel) from sanitary sewer lines or manholes. Or when crossing, an 24" vertical clearance (outside edge of pipe to outside edge of pipe) of the water line above the sewer line is required.
17. Sanitary conflicts will be resolved prior to permit issuance.
18. In the event of a vertical conflict between waterlines, sanitary lines, storm lines and gas lines (existing and proposed), the sanitary line shall be ductile iron pipe with mechanical joints at least 10 feet on both sides of crossing (or encased in concrete this some distance), the waterline shall have mechanical joints with appropriate thrust blocking as required to provide a minimum of 24" clearance. Meeting requirements of ANSI A21.10 or ANSI 21.11 (AWWA C-151) (CLASS 50).
19. All underground storm, sanitary, water and other utility lines shall be installed, inspected and approved before backfilling. Failure to have inspection approval prior to backfill will constitute rejection of work.
20. All necessary inspections and/or certifications required by codes and/or utility service companies shall be performed prior to announced building possession and the final connection of service. Contractor shall coordinate with all utility companies for installation requirements and specifications.
21. Refer to building plans for site lighting electrical plan, irrigation, parking lot security system and associated conduit requirements. Coordinate with Owner that all required conduits are in place & tested prior to paving.
22. When a building utility connection from site utilities leading up to the building cannot be made immediately, temporarily mark all such site utility terminations.
23. Refer to the building plans for site lighting electrical requirements, including conduits, pole bases, pull boxes, etc.



SCALE: 1"=2000'



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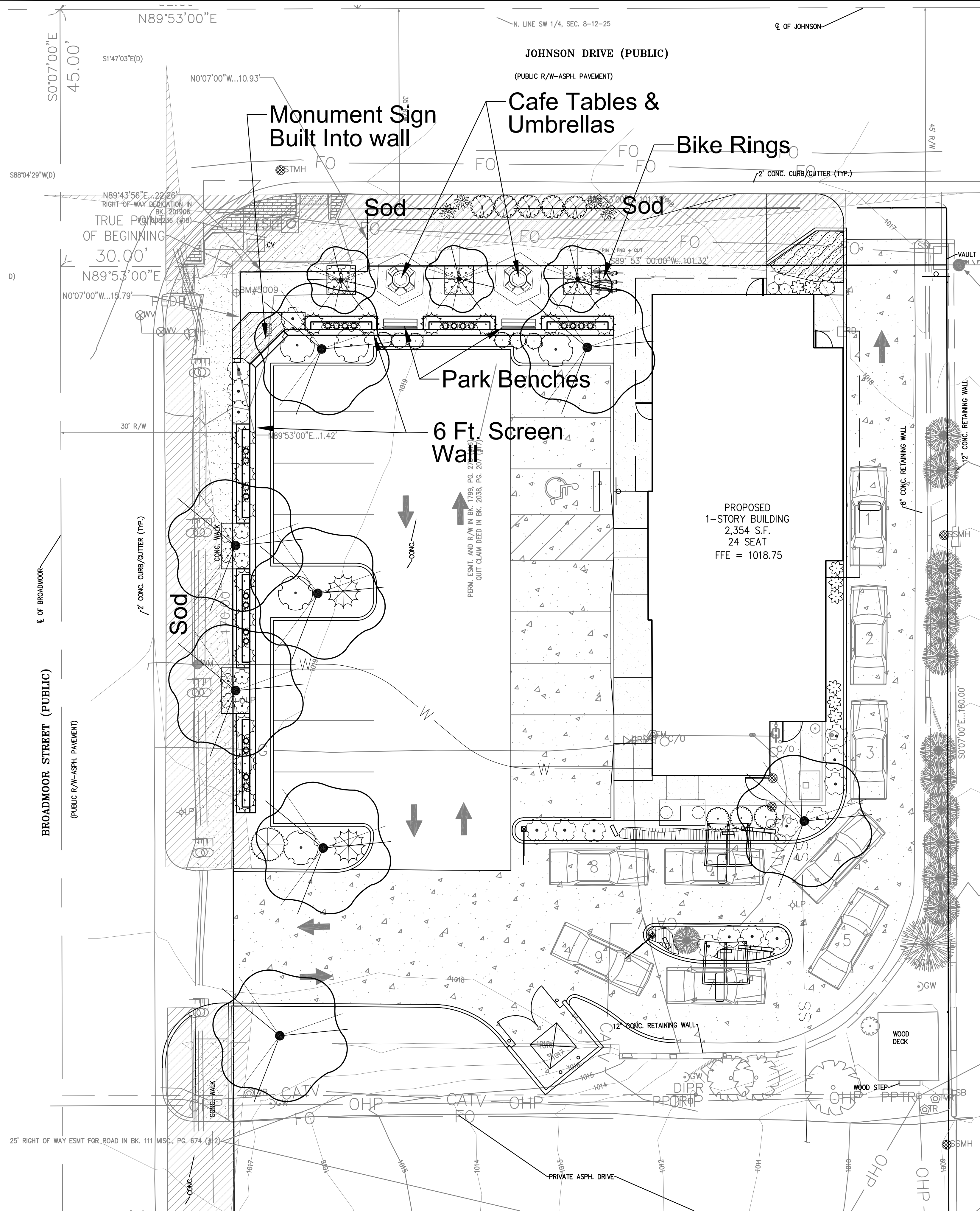


UTILITY PLAN
POPEYE'S LOUISIANA KITCHEN
6821 JOHNSON DRIVE
MISSION, KANSAS 66202

PROJECT NO.	230238	No.	1.	Date	08-16-23	Revisions:	By	App.
DATE: 08-23-2023	DRAWN: AEB	CHECKED: DAF	APPROVED: JDC	REVISED PER STAFF COMMENTS				
CERTIFICATE OF AUTHORIZATION								
LAND SURVEYING - LS-82								
ENGINEERING - E-56								
CERTIFICATE OF AUTHORIZATION								
LAND SURVEYING - LS-82								
ENGINEERING - E-56								

SHEET

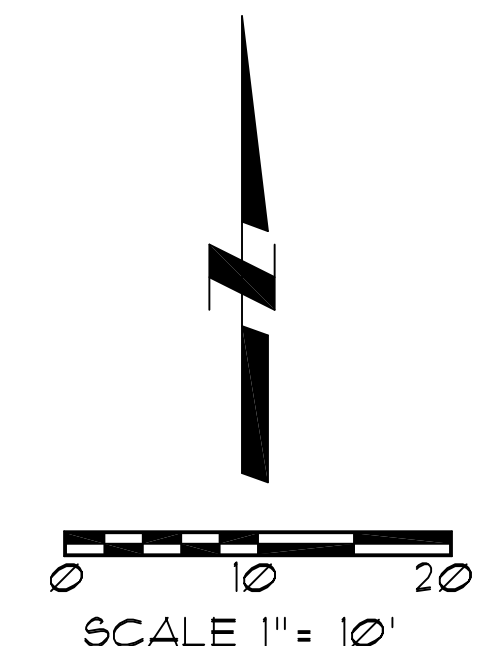
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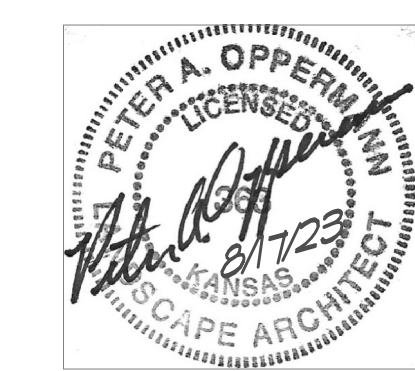
CONCEPT PLANT SCHEDULE

	MEDIUM SHADE TREES	8
	ORNAMENTAL TREE	3
	COLUMNAR EVERGREEN SHRUB	7
	SPREADER EVERGREEN SHRUB	1
	DECIDUOUS SHRUB 1	5
	DECIDUOUS SHRUB II	5
	LOW SPREADING EVERGREEN	2
	ORNAMENTAL GRASS TALL	3
	ORNAMENTAL GRASS MEDIUM	8
	ORNAMENTAL GRASS MEDIUM II	24
	SMALL DECIDUOUS SHRUB	36
	MEDIUM ORNAMENTAL SHRUB	3
	PERENNIAL	4
	LOW SPREADING EVERGREEN II	15
	PERENNIAL I	137 sf
	GROUNDCOVER I	82 sf

NOTES:
All landscape plant material shall be native and/or hardy in the State of Kansas.
Details and specifications to be provided in construction documents.



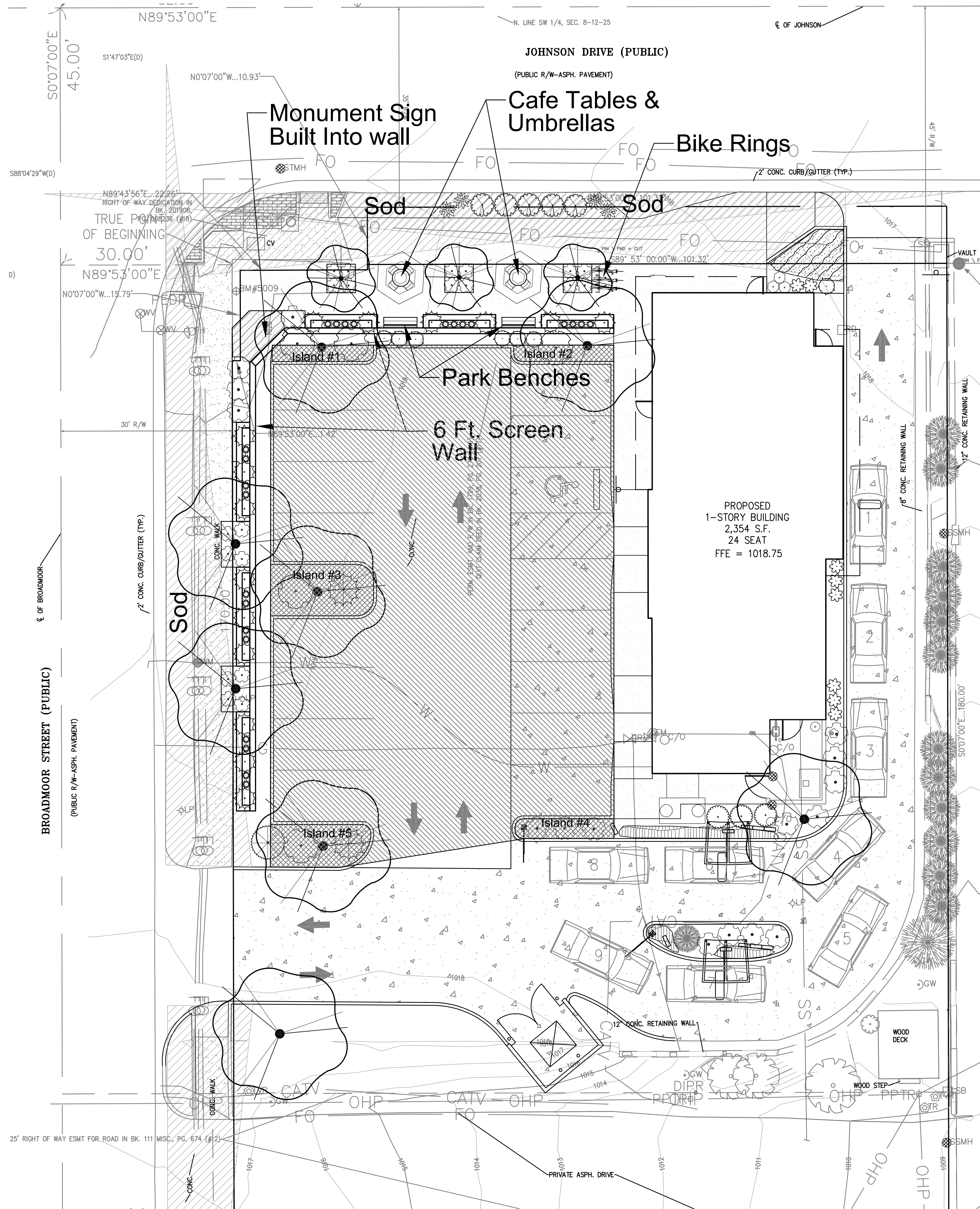
Utility Note:
Utilities shown on plan are diagrammatic and some may be missing. Before starting any construction call appropriate locating service. In Kansas call 1-800-DIG-SAFE (344-7233) to have utilities located.



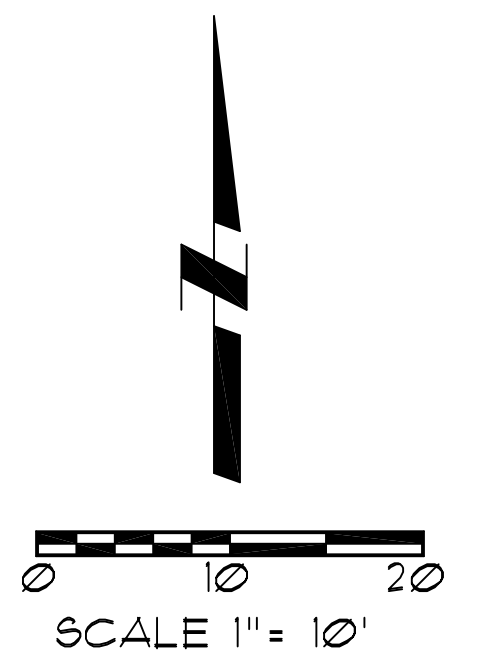
Preliminary Landscape Plan
Popeye's Louisiana Kitchen
Johnson Drive and Broadmoor St.
Mission, Kansas

Oppermann LandDesign, LLC
Land Planning Landscape Architecture
22 Debra Lane
New Windsor, New York 12553
pete@oppermans56@gmail.com
913.529.5598

08/17/2023

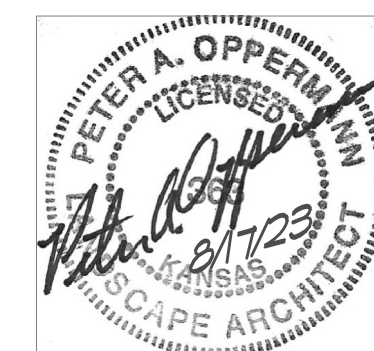


Parking Lot Island Calcs:
Overall Lot Equals 5326 s.f.
Island #1 50.31 s.f.
Island #2 50.00 s.f.
Island #3 158.15 s.f.
Island #4 59.14 s.f.
Island #5 123.43 s.f.
Ttl. Island 441 s.f.
441 Divided By 5326 = 8.33%



Island Square Footage Plan Popeye's Louisiana Kitchen

Johnson Drive and Broadmoor St.
Mission, Kansas



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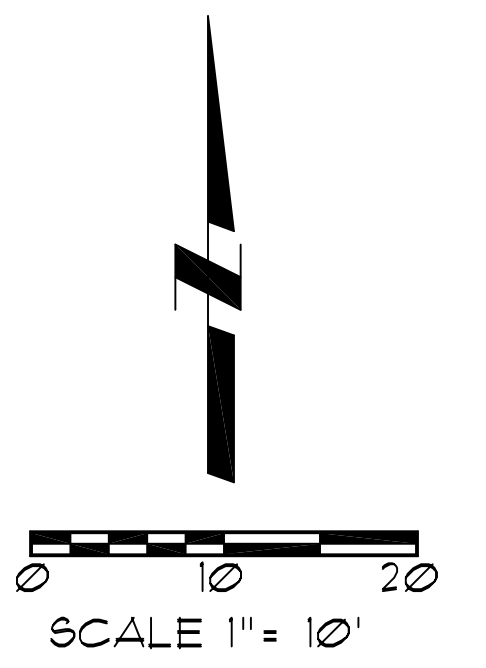
08/17/2023

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CONCEPT PLANT SCHEDULE

	MEDIUM SHADE TREES	8
	ORNAMENTAL TREE	3
	COLUMNAR EVERGREEN SHRUB	7
	SPREADER EVERGREEN SHRUB	1
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	MEDIUM ORNAMENTAL SHRUB	3
	PERENNIAL	4
	LOW SPREADING EVERGREEN II	15
	PERENNIAL I	137 sf
	GROUNDCOVER I	82 sf
	EXISTING EVERGREEN	
	EXISTING SHADE	

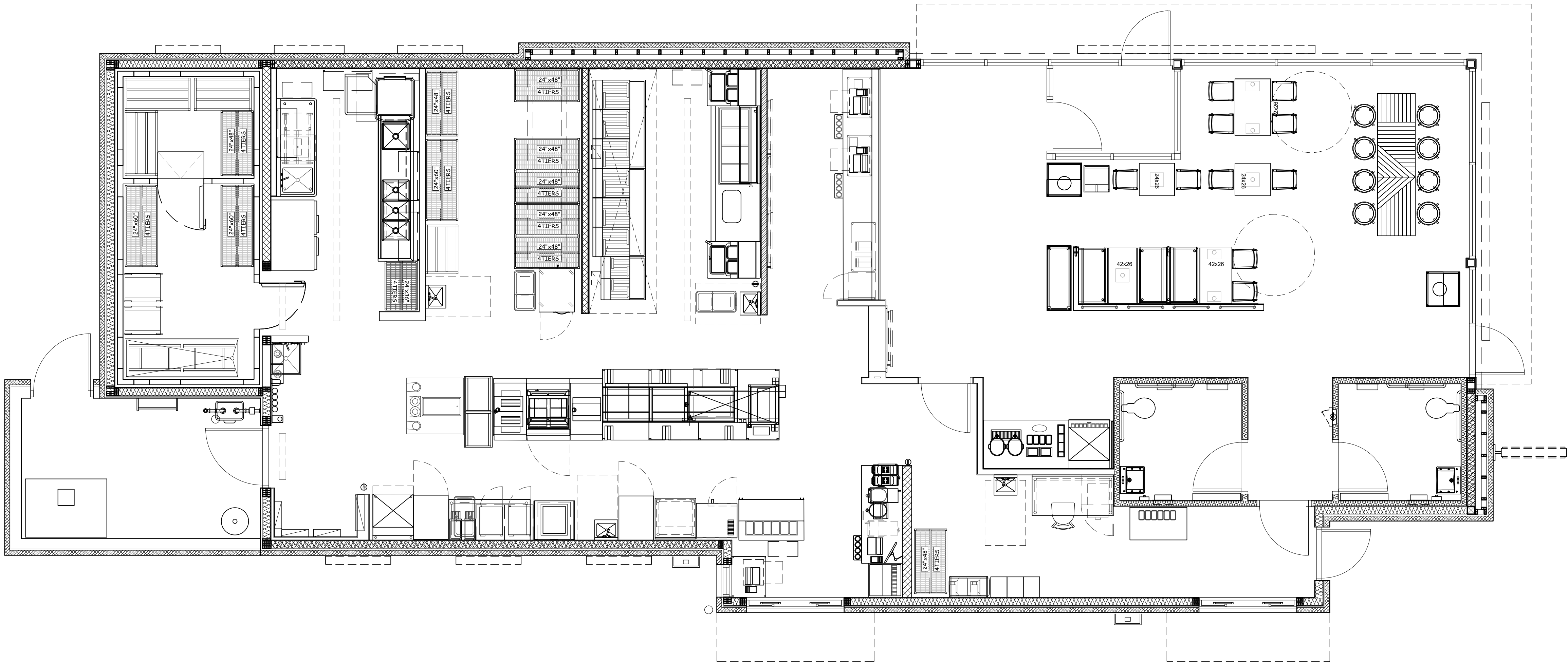


Preliminary Landscape Plan
Popeye's Louisiana Kitchen
Johnson Drive and Broadmoor St.
Mission, Kansas



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Land Planning & Landscape Architecture
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New Windsor, New York 12553
peteoppermann56@gmail.com
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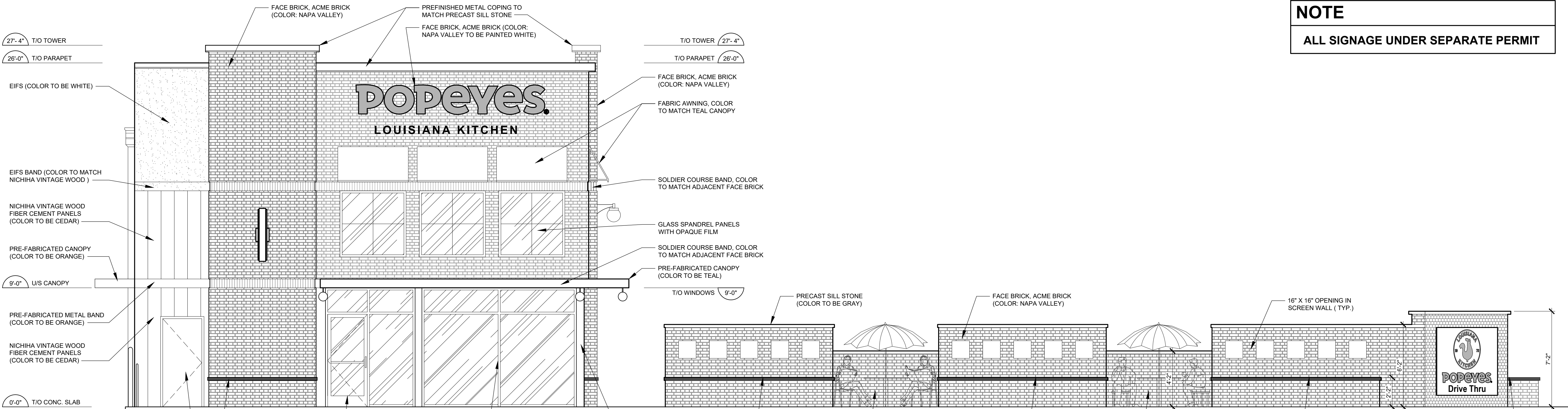


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A1

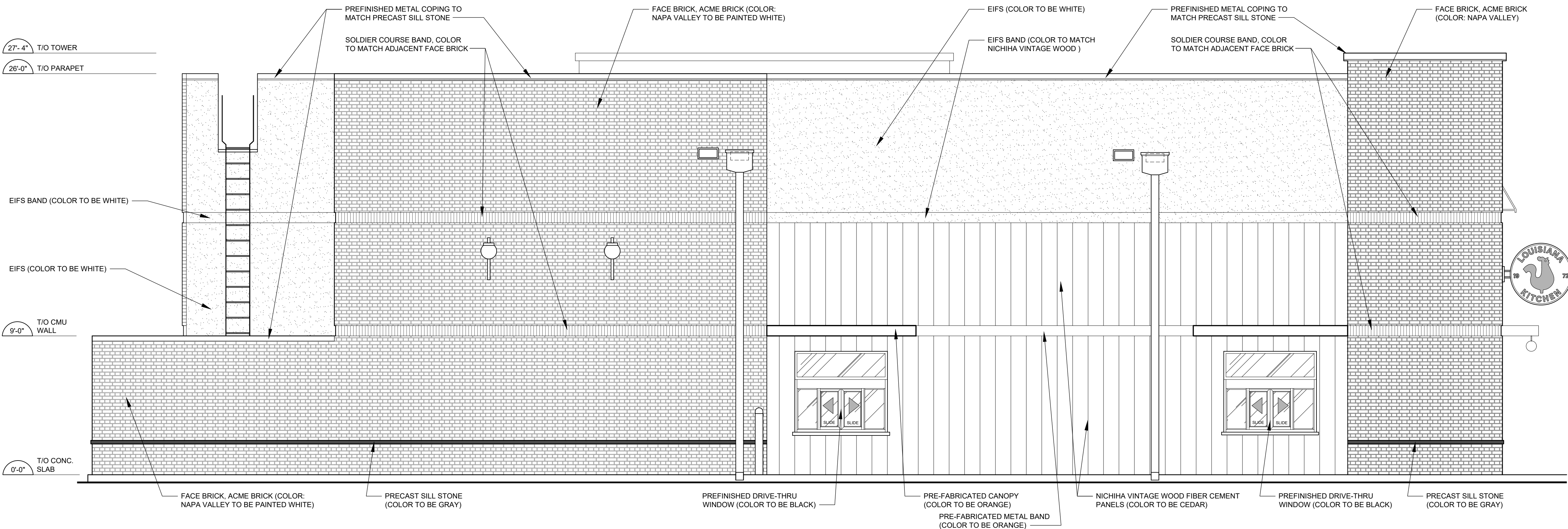
EQUIPMENT PLAN
SCALE: 1/4"=1'-0"



ISSUE TABLE		
No.	Date (mm/dd/yy)	Description
01	02-07-2023	2124 VE UPDATED DRAWINGS
REVISIONS		
No.	Date	Description
DRAWINGS REVISED AS PER DESIGN BULLETIN		
No.	Date	Description
01	10-27-21	2124 PROTOTYPE DOCUMENTS
THIS DRAWING IS OWNED BY OR LICENSED FOR USE BY POPEYES LOUISIANA KITCHEN (OR ITS AFFILIATED OR RELATED COMPANIES) AND MAY NOT BE REPRODUCED, USED, DOWNLOADED, DISSEMINATED, PUBLISHED, OR TRANSFERRED IN ANY FORM OR BY ANY MEANS, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF POPEYES LOUISIANA KITCHEN. COPYRIGHT INFRINGEMENT IS A VIOLATION OF FEDERAL LAW SUBJECT TO CRIMINAL AND CIVIL PENALTIES.		
THE CONTRACTOR IS TO VERIFY ALL DIMENSIONS AND CONDITIONS ON THE PROJECT AND TO REPORT ANY DISCREPANCIES TO THE POPEYES LOUISIANA KITCHEN REPRESENTATIVE PRIOR TO COMMENCING WORK. THESE DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS INDICATED BY POPEYES LOUISIANA KITCHEN AS ISSUED FOR CONSTRUCTION.		
Seal		
Company Logo		
WARMAN ARCHITECTURE + DESIGN 1735 SWIFT AVE. NORTH KANSAS CITY, MISSOURI 64116 V. 816.474.2233 F. 816.474.1051		
Project		
LOUISIANA KITCHEN POPEYES		
Store Type		
ATYPICAL (BASED ON US 2124 PROTOTYPE)		
Location		
6821 Johnson Dr Mission, KS		
Drawing Title		
EQUIPMENT PLAN		
Drawn	Checked	
cdt	KAW	
Scale	Date	
1/4"=1'-0"	AUGUST 01, 2023	
Project No.	Drawing No.	
5961-23	A1	

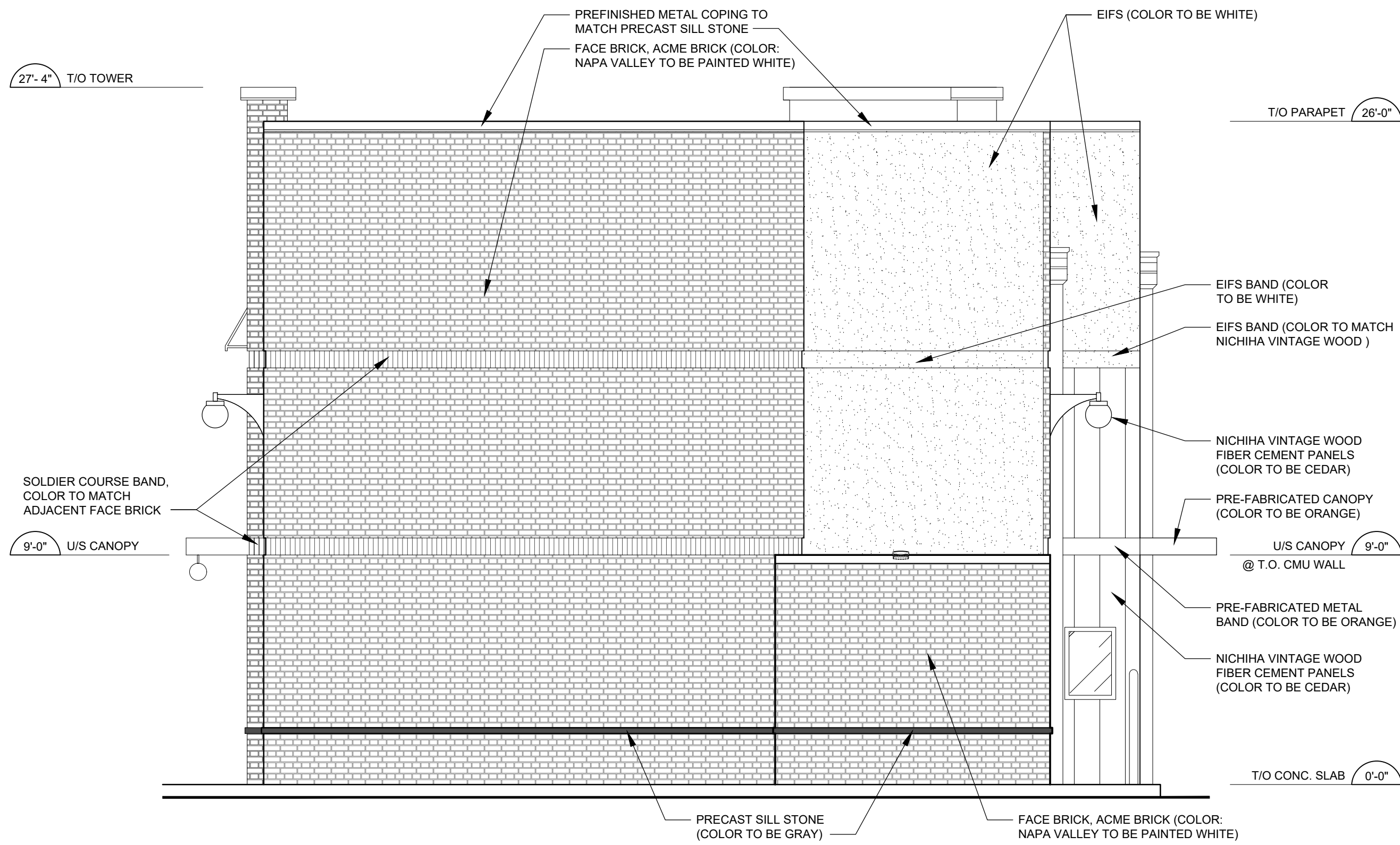


1 NORTH ELEVATION
SCALE: 1/4"=1' - 0"

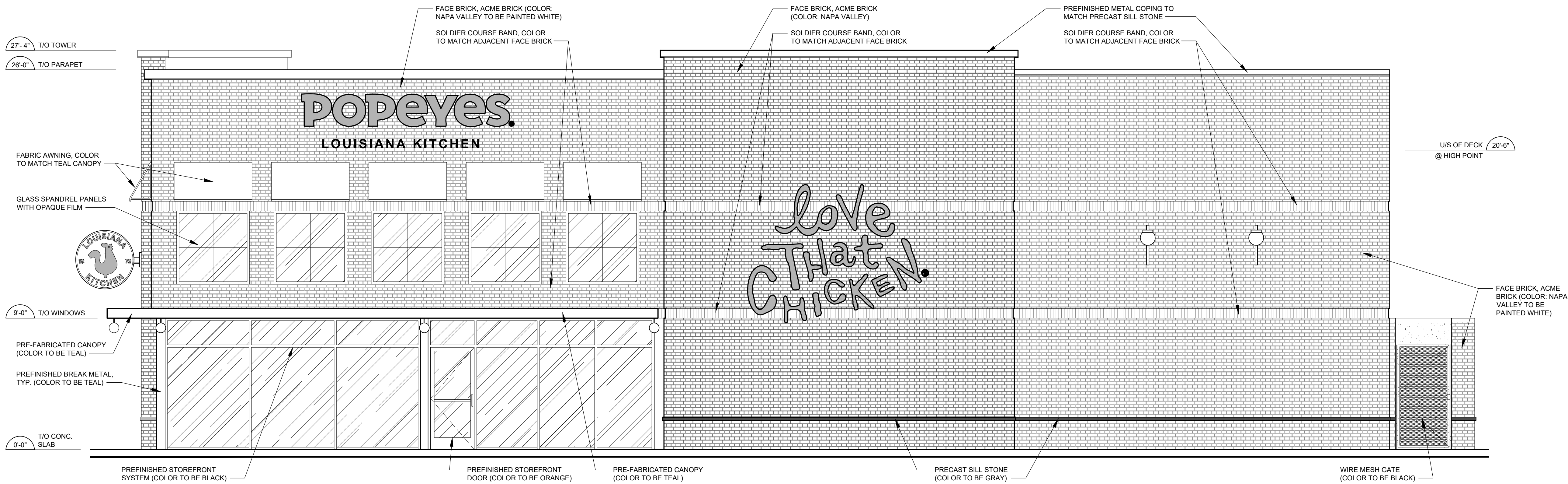


2 EAST ELEVATION
SCALE: 1/4"=1' - 0"

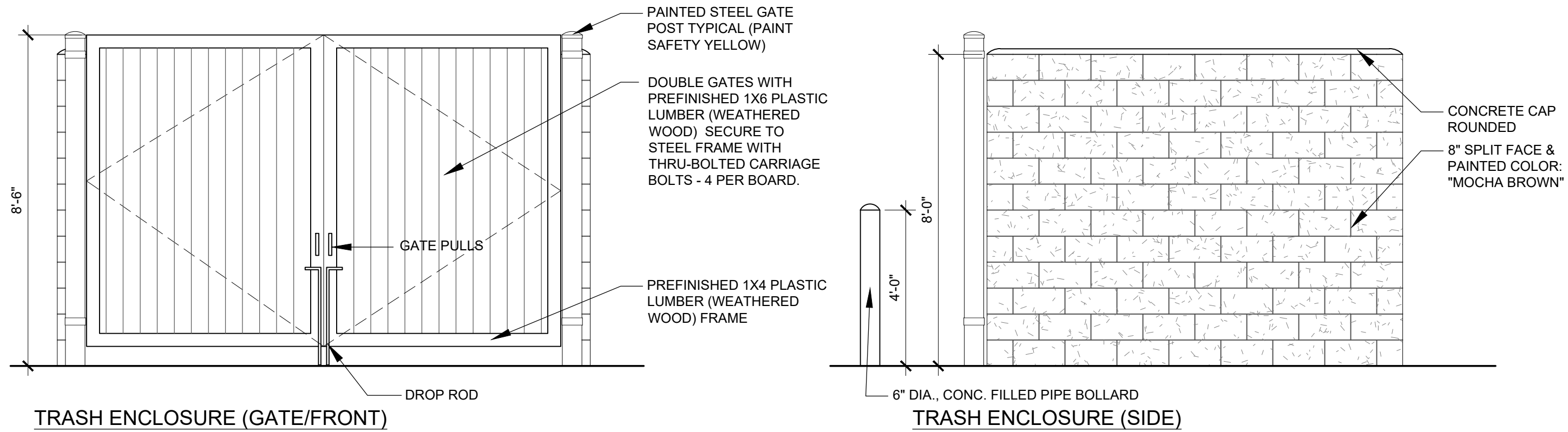
ISSUE TABLE		
No.	Date (mm/dd/yy)	Description
01	02-07-2023	2124 VE UPDATED DRAWINGS
REVISIONS		
No.	Date	Description
DRAWINGS REVISED AS PER DESIGN BULLETIN		
No.	Date	Description
01	10-27-21	2124 PROTOTYPE DOCUMENTS
THIS DRAWING IS OWNED BY OR LICENSED FOR USE BY POPEYES LOUISIANA KITCHEN (OR ITS AFFILIATED OR RELATED COMPANIES) AND MAY NOT BE REPRODUCED, USED, DOWNLOADED, DISSEMINATED, PUBLISHED, OR TRANSFERRED IN ANY FORM OR BY ANY MEANS, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF POPEYES LOUISIANA KITCHEN. COPYRIGHT INFRINGEMENT IS A VIOLATION OF FEDERAL LAW SUBJECT TO CRIMINAL AND CIVIL PENALTIES.		
THE CONTRACTOR IS TO VERIFY ALL DIMENSIONS AND CONDITIONS ON THE PROJECT AND TO REPORT ANY DISCREPANCIES TO THE POPEYES LOUISIANA KITCHEN REPRESENTATIVE PRIOR TO COMMENCING WORK. THESE DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS INDICATED BY POPEYES LOUISIANA KITCHEN. AS ISSUED FOR CONSTRUCTION.		
Seal		
Company Logo		
WARMAN ARCHITECTURE • DESIGN 1735 SWIFT AVE. NORTH KANSAS CITY, MISSOURI 64116 V. 816.474.2233 F. 816.474.1051		
Project		
LOUISIANA KITCHEN POPEYES		
Store Type		
ATYPICAL (BASED ON US 2124 PROTOTYPE)		
Location		
6821 Johnson Dr Mission, KS		
Drawing Title		
EXTERIOR ELEVATIONS		
Drawn cdt		Checked KAW
Scale 1/4"=1'-0"		Date AUGUST 01, 2023
Project No. 5961-23		Drawing No. A5.0



1 SOUTH ELEVATION
SCALE: 1/4"=1'-0"



2 WEST ELEVATION
SCALE: 1/4"=1'-0"

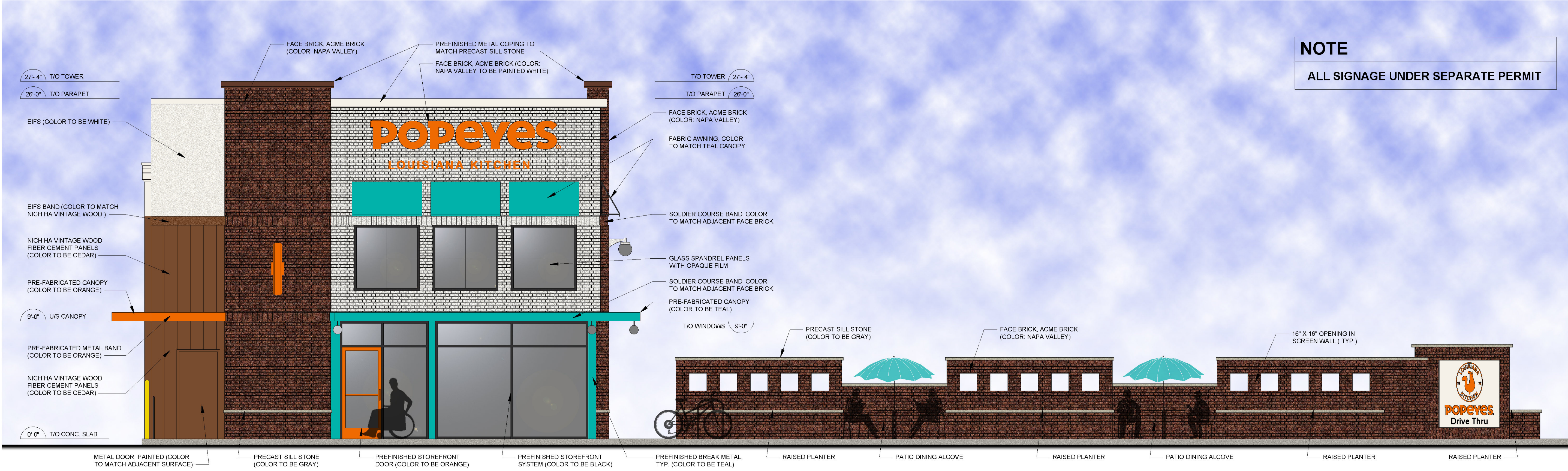


3 DUMPSTER ENCLOSURE ELEVATIONS
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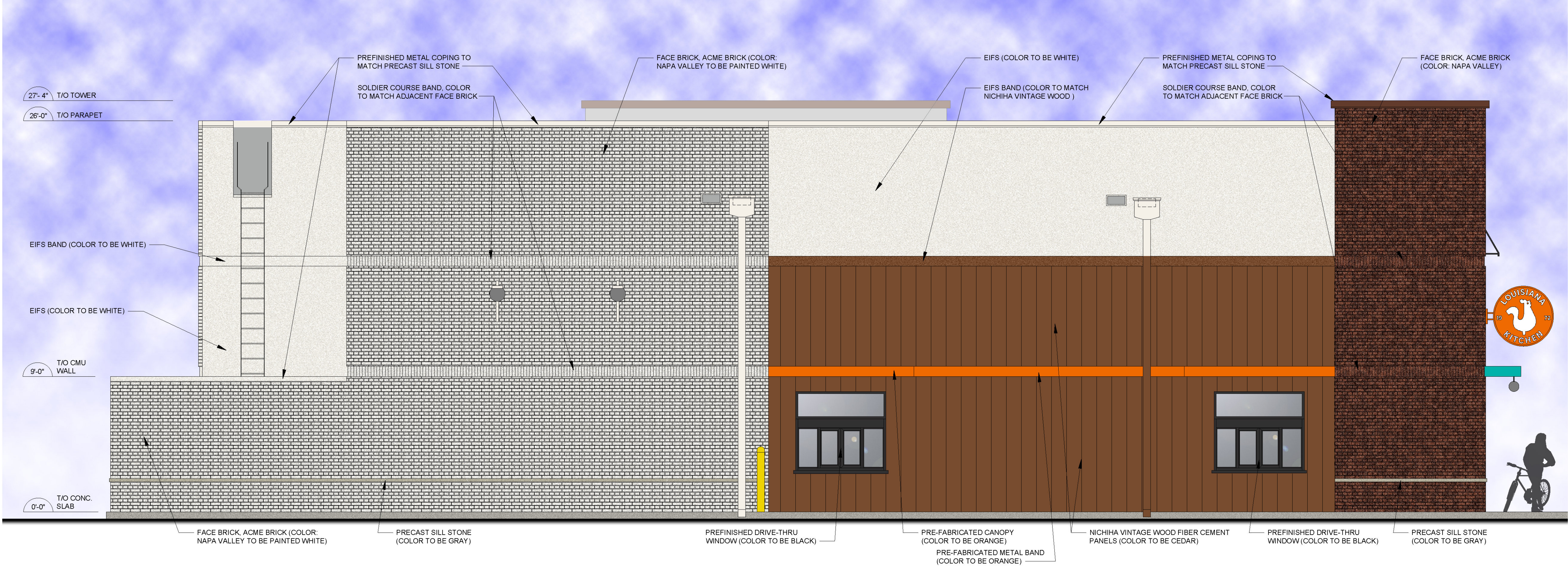
NOTE

ALL SIGNAGE UNDER SEPARATE PERMIT

ISSUE TABLE		
No.	Date (mm/dd/yy)	Description
01	02-07-2023	2124 VE UPDATED DRAWINGS
REVISIONS		
No.	Date	Description
DRAWINGS REVISED AS PER DESIGN BULLETIN		
No.	Date	Description
01	10-27-21	2124 PROTOTYPE DOCUMENTS
THIS DRAWING IS OWNED BY OR LICENSED FOR USE BY POPEYES LOUISIANA KITCHEN (OR ITS AFFILIATED OR RELATED COMPANIES) AND MAY NOT BE REPRODUCED, USED, DOWNLOADED, DISSEMINATED, PUBLISHED, OR TRANSFERRED IN ANY FORM OR BY ANY MEANS, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF POPEYES LOUISIANA KITCHEN. COPYRIGHT INFRINGEMENT IS A VIOLATION OF FEDERAL LAW SUBJECT TO CRIMINAL AND CIVIL PENALTIES.		
THE CONTRACTOR IS TO VERIFY ALL DIMENSIONS AND CONDITIONS ON THE PROJECT AND TO REPORT ANY DISCREPANCIES TO THE POPEYES LOUISIANA KITCHEN REPRESENTATIVE PRIOR TO COMMENCING WORK. THESE DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS INDICATED BY POPEYES LOUISIANA KITCHEN AS ISSUED FOR CONSTRUCTION.		
Seal		
Company Logo		
WARMAN ARCHITECTURE + DESIGN 1735 SWIFT AVE. NORTH KANSAS CITY, MISSOURI 64116 V. 816.474.2233 F. 816.474.1051		
Project		
LOUISIANA KITCHEN POPEYES		
Store Type		
ATYPICAL (BASED ON US 2124 PROTOTYPE)		
Location		
6821 Johnson Dr Mission, KS		
Drawing Title		
EXTERIOR ELEVATIONS		
Drawn		Checked
cdt		KAW
Scale		Date
1/4"=1'-0"		AUGUST 01, 2023
Project No.		Drawing No.
5961-23		A5.1



1 NORTH ELEVATION
A5 SCALE: 1/4"=1' - 0"



2 EAST ELEVATION
A5 SCALE: 1/4"=1' - 0"

ISSUE TABLE		
No.	Date (mm/dd/yy)	Description
01	02-07-2023	2124 VE UPDATED DRAWINGS
REVISIONS		
No.	Date	Description
DRAWINGS REVISED AS PER DESIGN BULLETIN		
No.	Date	Description
01	10-27-21	2124 PROTOTYPE DOCUMENTS
Company Logo		
<div>WARMAN ARCHITECTURE + DESIGN 1735 SWIFT AVE. NORTH KANSAS CITY, MISSOURI 64116 V. 816.474.2233 F. 816.474.1051</div>		
Project		
<div>LOUISIANA KITCHEN POPEYES</div>		
Store Type		
ATYPICAL (BASED ON US 2124 PROTOTYPE)		
Location		
6821 Johnson Dr Mission, KS		
Drawing Title		
EXTERIOR ELEVATIONS		
Drawn cdt		Checked KAW
Scale 1/4"=1'-0"		Date AUGUST 01, 2023
Project No. 5961-23		Drawing No. A5.0

103675

NAPA VALLEY



Napa Valley
Blend
TUP033
Acme Brick - Tulsa Plant
Size
Modular
Texture
Heritage

WHITE BLUFF



White Bluff
Blend
PWP856
Acme Brick - Perla West Gate Plant
Size
King
Texture
Heritage



VINTAGEWOOD - CEDAR



Moonlight White
OC-125

EIFS - STO, MEDIUM TEXTURE



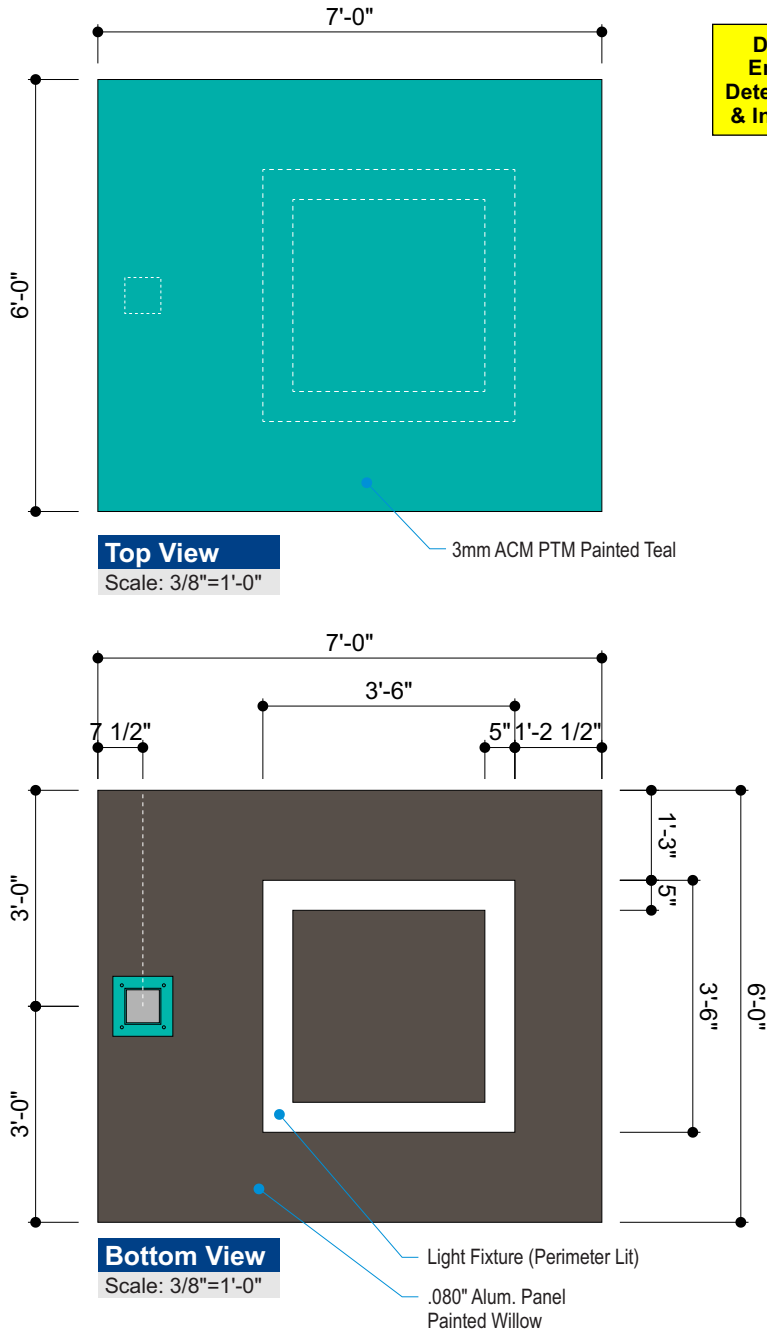
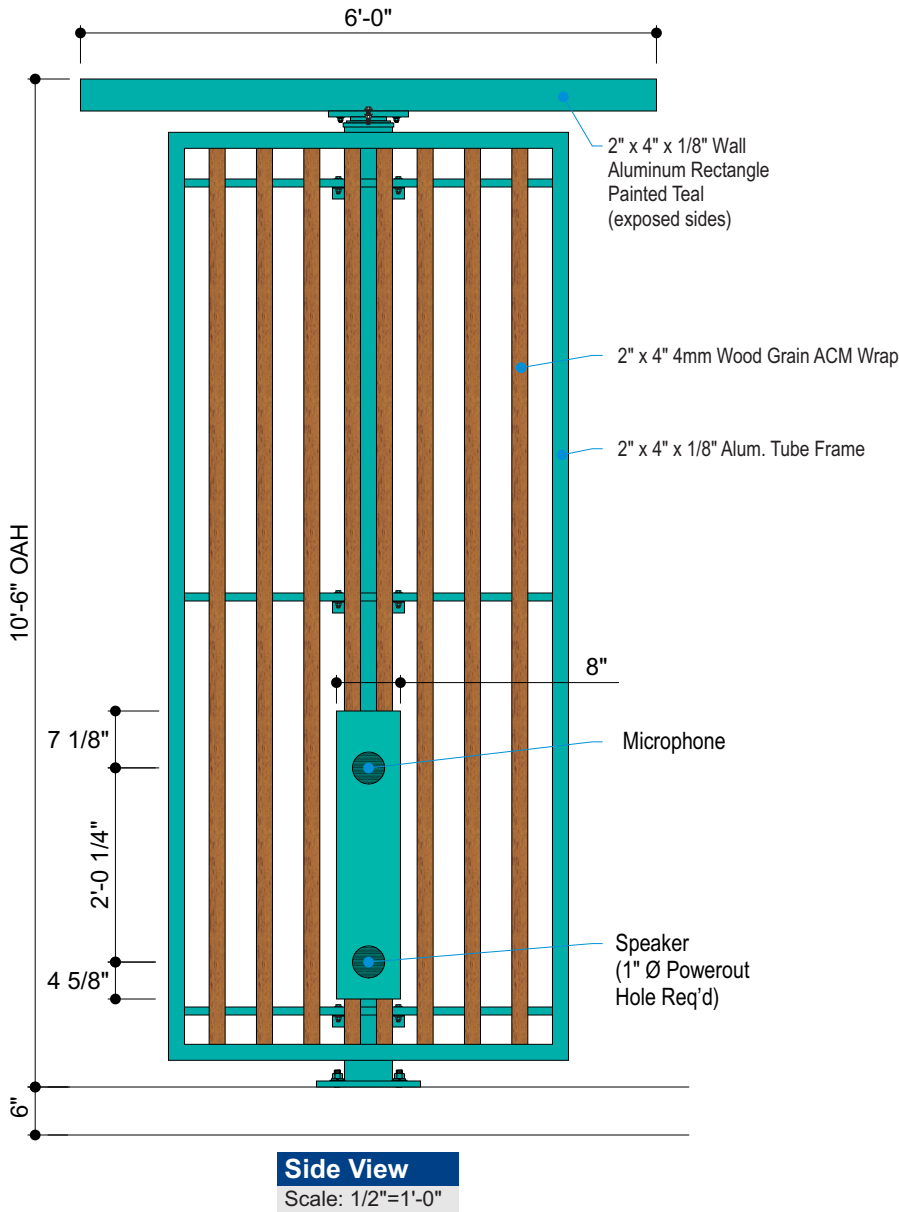
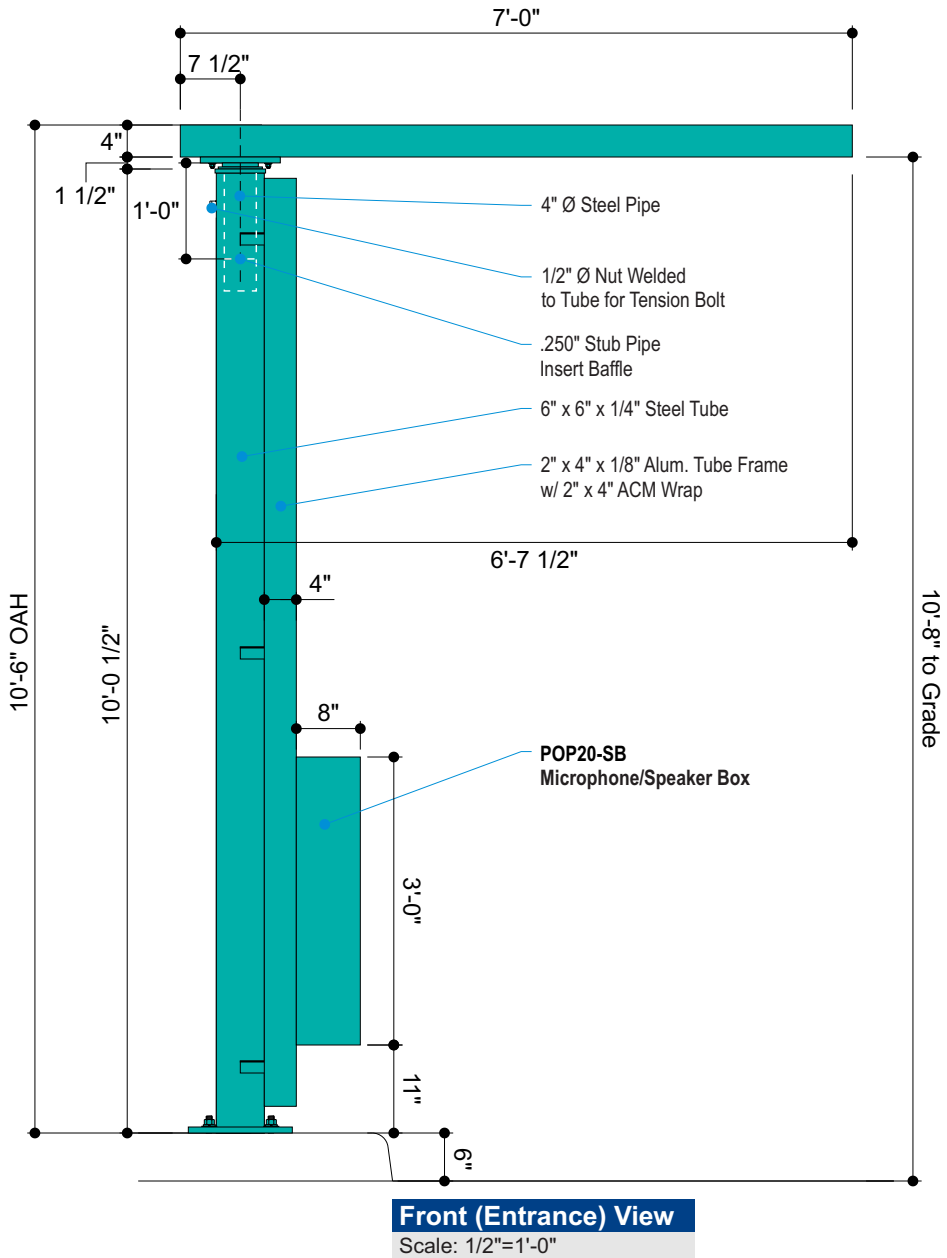
Warranty Information:

- 1.) 10 Year Warranty on GE 7100K LED Lighting
2.) 5 Year Warranty on GE Power Supplies

Drive Thru Order Canopy

Proposed
Insert Item Code

DESIGN INTENT ONLY
Engineering Required to
Determine Actual Production
& Installation Requirements



Color Specifications

Reynobond Duragloss
5000 French Walnut

Paint Specifications

Paint to Match
Pantone 326C - Teal

BM CC-542 Willow

All paint finishes to be Satin
unless otherwise specified

General Specifications:

Canopy: Fabricated Aluminum & ACM Structure w/ Steel Tube Support.

Electrical: Actual Number of Circuits to be Determined by Licensed Electrical Contractor
(1) 20 AMP Circuit, 120 Volts - All Wiring Shall be 12 GA

Quantity: (1) ONE

Allen Industries
FILE NUMBER: E212503

Listed
MET
E212503

Electric Sign
Complies with
UL48

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE
REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE
AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER
GROUNDING AND BONDING OF THE SIGN.

GROUNDING
ELECTRICAL
CONNECTIONS

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Client:
POPEYES
#

Address:
"

Issue Date:
05/23/22

File Name:
Popeyes_2100 Series Signage Reference Book

Sales: House Design: ECW PM: -

Page #:
14 of 21

#	Date	Description	Initial
1	-	-	-
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-
6	-	-	-

Client Review Status
Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.

Client Signature: Approval Date:



August 23, 2023

Judd Claussen, PE
President
Phelps Engineering, Inc.
1270 N. Winchester
Olathe, KS 66061

SUBJECT Traffic Engineering Services
 Popeyes Trip Generation & Queuing Analysis
 Mission, Kansas

Dear Mr. Claussen:

As requested, Merge Midwest Engineering, LLC has prepared a trip generation comparison and queue analysis for the proposed Popeyes development located on the southeast quadrant of the intersection of Johnson Drive & Broadmoor Street. The site originally contained a 2,719 square-foot Popeyes Restaurant that experienced fire damage in January 2023. A new 2,354 square-foot Popeyes Restaurant is being constructed in its place. The new restaurant will include a double drive through with two ordering windows. The proposed site plan is shown on **Exhibit 1**.

Trip Generation

The estimated trip generation for the existing and proposed Popeyes Development was based upon the 11th Edition of the Institute of Transportation Engineers (ITE) *Trip Generation Handbook*. As Popeyes does not serve breakfast and typically opens at 11:00 AM, the AM Peak Hour was not analyzed. The daily and PM Peak Hour trip generation is shown in **Table 1** below:

Table 1 – Daily & PM Peak Hour Trip Generation Comparison

					PM Peak Hour (VPH)		
Land Use		Qty	Unit	ADT (VPD)	TOTAL	IN	OUT
Previous Popeyes Development							
934	Fast-Food Restaurant w/Drive-Through Window	2,719	SF	1,272	90	47	43
TOTALS				1,272	90	47	43
New Popeyes Development							
934	Fast-Food Restaurant w/Drive-Through Window	2,354	SF	1,099	78	40	38
TOTALS				1,099	78	40	38
NET CHANGE				-173	-12	-7	-5

As shown in the table, with the lower square footage of the proposed building, a reduction of 12 trips would be expected during the PM Peak Hour according to the trip generation estimates. A conservative estimate would be that the trips would remain unchanged as the land use and occupant will be the same as before.

Queuing Analysis

The original Popeyes had a single drive through. The proposed Popeyes provides two drive-through lanes which provide room for additional cars to queue, as well as the opportunity for shorter wait times. The site plan shows approximate queuing space for nine vehicles. Any additional queuing will back beyond the entrance to the dedicated parking area for the restaurant.

A study on drive-through queue generation was written by Mike Spack, PE, PTOE; Max Mooreland, EIT; Lindsay de Leeuw; and Nate Hood. Included was queuing collected at six fast-food restaurants over a total of fourteen days. The study included sites with single and dual drive throughs. The average maximum queue was found to be 8.50 vehicles, with an 85th percentile queue of 12 vehicles. The study recommended that drive throughs for fast-food restaurants should be able to accommodate 12 vehicles of stacking distance (240'). A copy of the report is attached. An additional 60' is available on-site that could accommodate 12 total vehicles, although it would temporarily back beyond the entrance to the parking lot.

As the study noted above is not specific to a Popeyes restaurant, actual service rate and sales data was requested from the owner to complete a queue analysis.

Queues form when arrivals must wait to be serviced. The following equations can be used to evaluate queuing for random vehicle arrivals that can be described by a Poisson statistical distribution.

$$E_m = \lambda^2 / \mu (\mu - \lambda)$$

$$E_w = \lambda / \mu (\mu - \lambda)$$

$$P(n > N) = (\lambda / \mu)^{N+1}$$

Where: E_m = mean (average) queue length (vehicles)
 E_w = mean (average) waiting time in the queue (minutes)
 $P(n > N)$ = probability of more than N vehicles being in the queue
 λ = arrival flow rate (vehicles per minute) = 0.36-0.43 veh/min
 μ = departure flow rate (vehicles per minute) = .57 veh/min

According to the owner, the standard service rate from when a drive-through customer starts an order at the menu board to the time they get the order and are driving away is 210 seconds, which would be a departure flow rate of 2 vehicles every 3.5 minutes.

The owner also provided actual sales data at two similar sites with double drive-through lanes located in Houston, Texas and in Anna, Texas. The table below summarizes the drive-through sales orders for the dinner peak hours at both locations:

11820 Jones Road, Houston, TX Number of Sales		815 S Central Expressway, Anna, TX Number of Sales	
5-6 PM	21	5-6 PM	18
6-7 PM	26	6-7 PM	21
7-8 PM	22	7-8 PM	20

As shown above, the peak sales rate was 26 sales per hour, which would be an arrival rate of 0.43 vehicles per minute. The average sales rate was 21.3 sales per hour, which would be an arrival rate of 0.36 vehicles per minute.

Utilizing the equations above, the average queue length for the peak sales rate of 26 per hour would be 2.40 vehicles with an average time waiting in the queue of 5.54 minutes. The probability of more than 12 vehicles being in the queue would be 2.81%. The probability of more than 9 vehicles being in the queue would be 6.40%.

Utilizing the average sales rate of 21.3 sales per hour, or an arrival rate of 0.36 vehicles per minute, the average queue length would be 1.08 vehicles with an average time waiting in the queue of 3.01 minutes. The probability of more than 12 vehicles being in

the queue would be 0.25%. The probability of more than 9 vehicles being in the queue would be 1.01%.

Conclusion

The number of PM Peak-Hour trips generated by the proposed Popeyes development are anticipated to be slightly less or equal to the previous Popeyes development.

The distance provided to accommodate the queuing of the vehicles falls within the recommended length based on studies on queuing for drive-through restaurants (12 vehicles) if queuing space up to Broadmoor Street is allowed. Queueing for 9 vehicles is provided without backing up beyond the entrance to the Popeyes parking lot. Actual sales and service rate data were provided by the owner for similar sites in Texas. The number of drive-through sales during the dinner peak hours of 5:00 – 8:00 PM indicate that the peak number of sales was 26 per hour and the average number of sales was 21.3 per hour. Queueing analysis indicates that the probability of the queue exceeding 12 vehicles is only 2.81% with the peak sales and only 0.25% with the average sales number. Furthermore, the probability of queues exceeding 9 vehicles is only 6.40% with the peak sales and only 1.01% with the average sales. Based on this Popeyes-specific data, with average sales, the queue would be expected to be 9 vehicles or less about 99% percent of the time. Based on the peak sales, the queue would be expected to be 9 vehicles or less about 94% percent of the time.

We appreciate the opportunity to serve you on this very important project. Please feel free to contact us if you should have any questions.

Respectfully submitted,

Merge Midwest Engineering, LLC



Janelle M. Clayton, P.E., PTOE
Manager / Co-Owner



EXHIBIT 1



Know what's below.
Call before you dig.

UTILITY NOTES:
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN.
UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR
LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN
THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL
FIELD LOCATIONS OF UNDERGROUND UTILITIES CALL 811.

SITE PLAN NOTES:

- All construction materials and procedures on this project shall conform to the latest revision of the following governing requirements, incorporated herein by reference:
A) City ordinances & O.S.H.A. Regulations.
B) The City of Mission Technical Specifications and Municipal Code.
C) The Project Specifications.
- The contractor shall have one (1) signed copy of the plans (approved by the City) and one (1) copy of the appropriate Design and Construction Standards and Specifications at the job site at all times.
- The contractor will be responsible for securing all permits, bonds and insurance required by the contract documents, City of Mission, Kansas, and all other governing agencies (including local, county, state and federal authorities) having jurisdiction over the work proposed by these construction documents. The cost for all permits, bonds and insurance shall be the contractors responsibility and shall be included in the bid for the work.
- The contractor is responsible for coordination of his and his sub-contractor's work. The contractor shall assume all responsibility for protecting and maintaining his work during the construction period and between the various trades/sub-contractors constructing the work.
- The demolition and removal(or relocation) of existing pavement, curbs, structures, utilities, and all other features necessary to construct the proposed improvements, shall be performed by the contractor. All waste material removed during construction shall be disposed off the project site. The contractor shall be responsible for all permits for hauling and disposing of waste material. The disposal of waste material shall be in accordance with all local, state and federal regulations.
- Contractor shall be responsible for all relocations, including but not limited to, all utilities, storm drainage, sanitary sewer services, signs, traffic signals & poles, etc. as required. All work shall be in accordance with governing authorities specifications and shall be approved by such. All cost shall be included in base bid.
- All existing utilities indicated on the drawings are according to the best information available to the Engineer; however, all utilities actually existing may not be shown. The contractor shall be responsible for contacting all utility companies for an exact field location of each utility prior to any construction. All utilities, shown and unshown, damaged through the negligence of the contractor shall be repaired or replaced by the contractor at his expense.
- The contractor will be responsible for all damage to existing utilities, pavement, fences, structures and other features not designated for removal. The contractor shall repair all damages at his expense.
- The contractor shall verify the flow lines of all existing storm or sanitary sewer connections and utility crossings prior to the start of construction. Notify the engineer of any discrepancies.
- SAFETY NOTICE TO CONTRACTOR:** In accordance with generally accepted construction practices, the contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on or near the construction site.
- Refer to the building plans for site lighting electrical requirements, including conduits, pole bases, pull boxes, etc.

SITE DIMENSION NOTES:

- BUILDING TIES SHOWN ARE TO THE OUTSIDE FACE OF PROPOSED WALLS. THE SUBCONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR SPECIFIC DIMENSIONS AND LAYOUT INFORMATION FOR THE BUILDINGS.
- ALL DIMENSIONS SHOWN FOR THE PARKING LOT AND CURBS ARE MEASURED FORM BACK OF CURB TO BACK OF CURB.

PAVEMENT MARKING AND SIGNAGE NOTES:

- PARKING STALL MARKING STRIPES SHALL BE FOUR INCH (4") WIDE WHITE STRIPES. DIRECTIONAL ARROW AND HANDICAP STALL MARKINGS SHALL BE FURNISHED AT LOCATIONS SHOWN ON PLANS.
- HANDICAP PAVEMENT MARKINGS AND SIGNS SHALL CONFORM TO ALL FEDERAL (AMERICANS WITH DISABILITIES ACT) AND STATE LAWS AND REGULATIONS.
- TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES".
- STOP SIGNS SHALL BE PROVIDED AT ALL LOCATIONS AS SHOWN ON PLANS AND SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". SIGNS SHALL BE 18" X 12", 18 GAUGE STEEL AND SHALL BE ENGINEER GRADE REFLECTIVE.
- TRAFFIC CONTROL AND PAVEMENT MARKINGS SHALL BE PAINTED WITH A WHITE SHERWIN WILLIAMS S-W TRAFFIC MARKING SERIES 8-29Y2 OR APPROVED EQUAL. THE PAVEMENT MARKING SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. APPLY ON A CLEAN, DRY SURFACE AND AT A SURFACE TEMPERATURE OF NOT LESS THAN 70°F AND THE AMBIENT AIR TEMPERATURE SHALL NOT BE LESS THAN 60°F AND RISING. TWO COATS SHALL BE APPLIED.

SITE DATA

PROPERTY AREA	21,198 S.F. / 0.49 AC.
ZONING	C2-B
PROPOSED BUILDING (1-STORY)	2,354 S.F.
FLOOR AREA RATIO (FAR)	0.111 S.F.

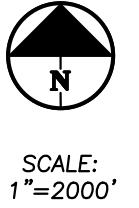
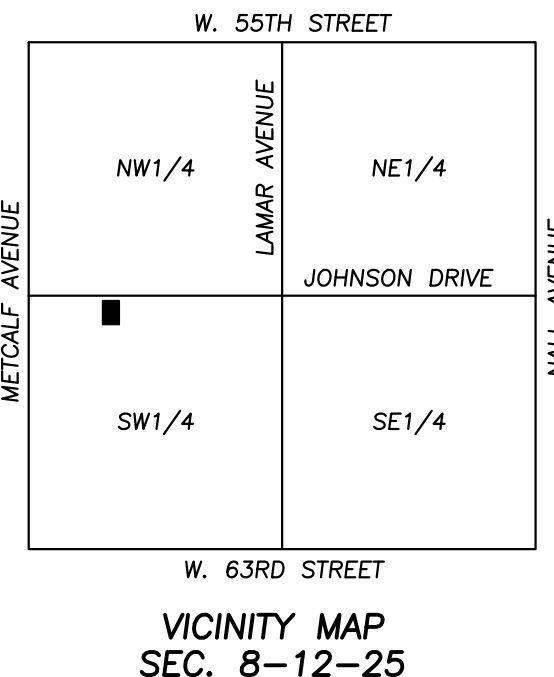
PARKING SUMMARY

PROVIDED PARKING	15
STANDARD STALLS (9'-0" X 18'-0")	1
ACCESSIBLE STALLS	16
PROVIDED STALLS	
REQUIRED PARKING STALLS	6
1 STALL / 4 SEATS (24 SEATS)*	
REQUIRED ACCESSIBLE STALLS	1-25
TOTAL STALLS	1
REQUIRED ACCESSIBLE STALLS	
PARKING LOT % LANDSCAPED	9%

* OWNER ANTICIPATES UP TO 15 EMPLOYEES WORKING DURING MAX SHIFT

LEGEND

PL	PROPERTY LINE
LL	LOT LINE
R/W	RIGHT-OF-WAY
2' CURB & GUTTER	
6" CURB	
B/L	BUILDING SETBACK LINE
P/S	PARKING SETBACK LINE
L/S	LANDSCAPE SETBACK LINE
STANDARD DUTY ASPHALT PAVEMENT	
PROPOSED BUILDING	
CONCRETE PAVEMENT	
CONCRETE SIDEWALK	



SCALE: 1"=10'
0' 10' 20'

PHILIPS ENGINEERING, INC.
1200 N. Winchester
Olathe, Kansas 66061
(913) 993-1155
Fax (913) 993-1165
www.philipsengineering.com



SITE PLAN
POPEYE'S LOUISIANA KITCHEN
6821 JOHNSON DRIVE
MISSION, KANSAS 66202

PROJECT NO.	DATE	BY	APP.	REVISIONS
230238	08-23-2023	DAF	DAF	
DATE	08-23-2023	DAF	DAF	
CHECKED	DAF	DAF	DAF	
DESIGNED	DAF	DAF	DAF	
LAND SURVEYING	LS-82	DAF	DAF	
ENGINEERING	E-58	DAF	DAF	
CERTIFICATE OF AUTHORIZATION	20070128	DAF	DAF	
LAND SURVEYING	20070128	DAF	DAF	
ENGINEERING	20070128	DAF	DAF	

SHEET

C3

Fast-Food Restaurant with Drive-Through Window (934)

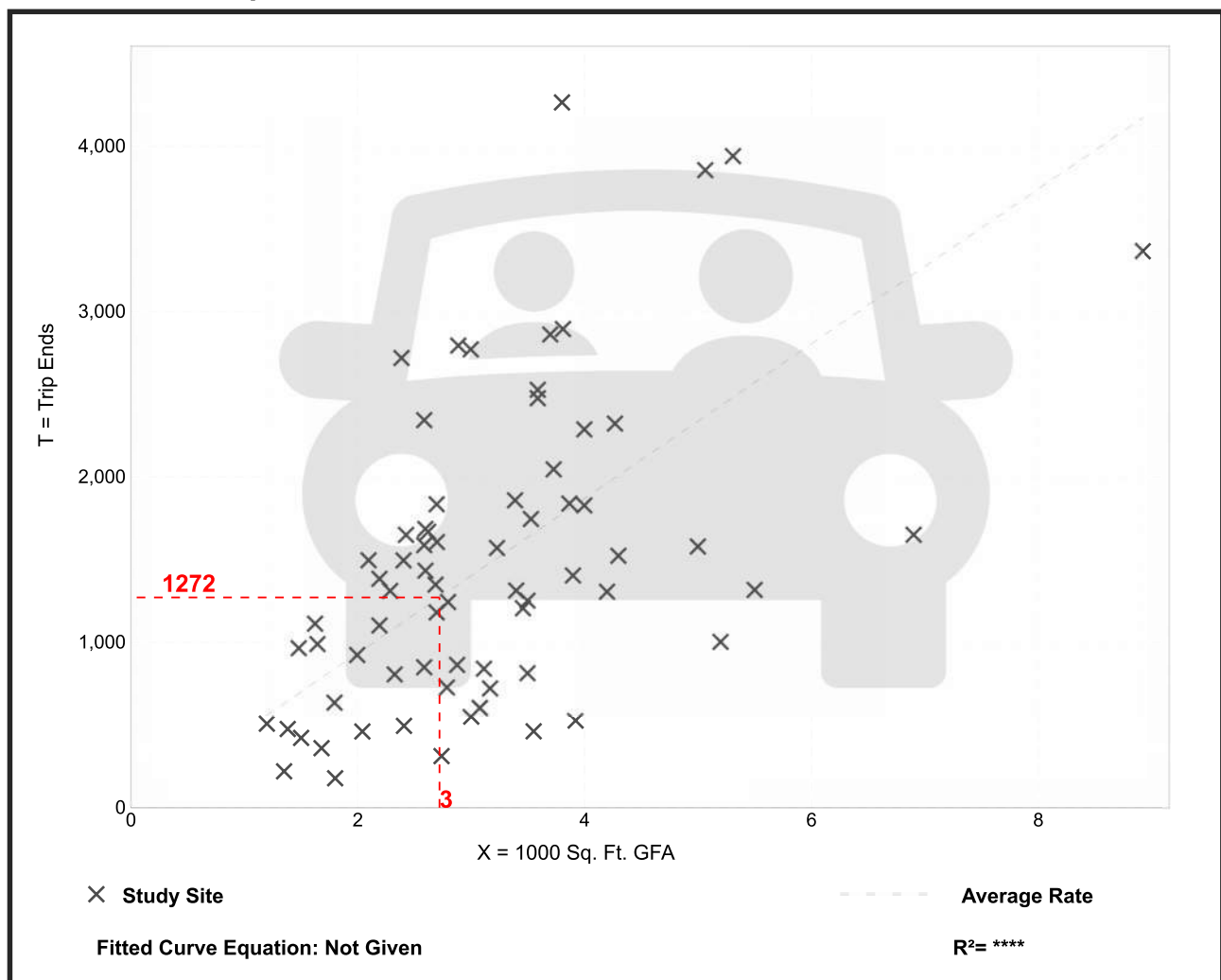
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 71
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
467.48	98.89 - 1137.66	238.62

Data Plot and Equation



Calculated Trip Ends:

Average Rate: 1272 (Total), 636 (Entry), 636 (Exit)

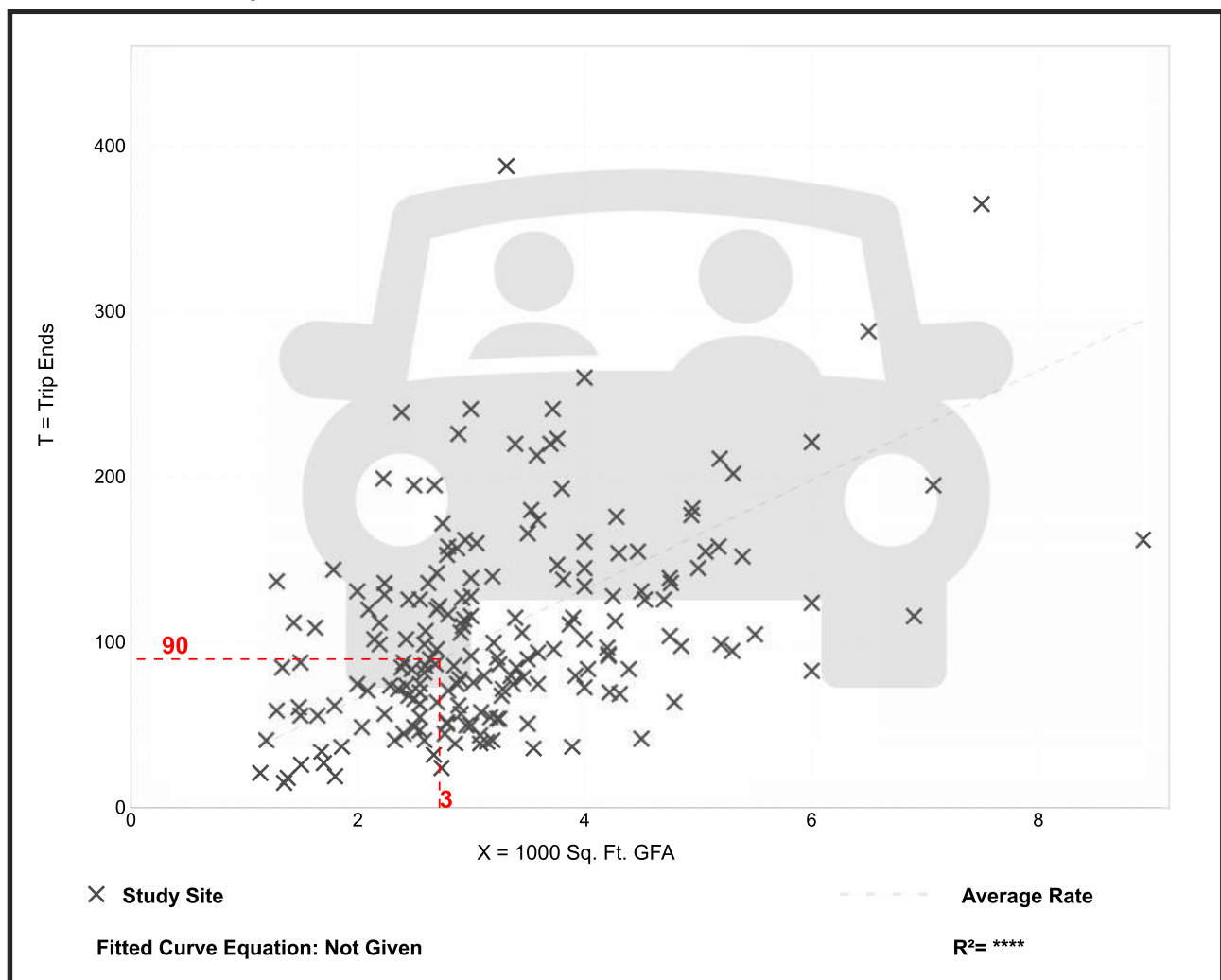
Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
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: 190
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
33.03	8.77 - 117.22	17.59

Data Plot and Equation



Calculated Trip Ends:

Average Rate: 90 (Total), 47 (Entry), 43 (Exit)

Fast-Food Restaurant with Drive-Through Window (934)

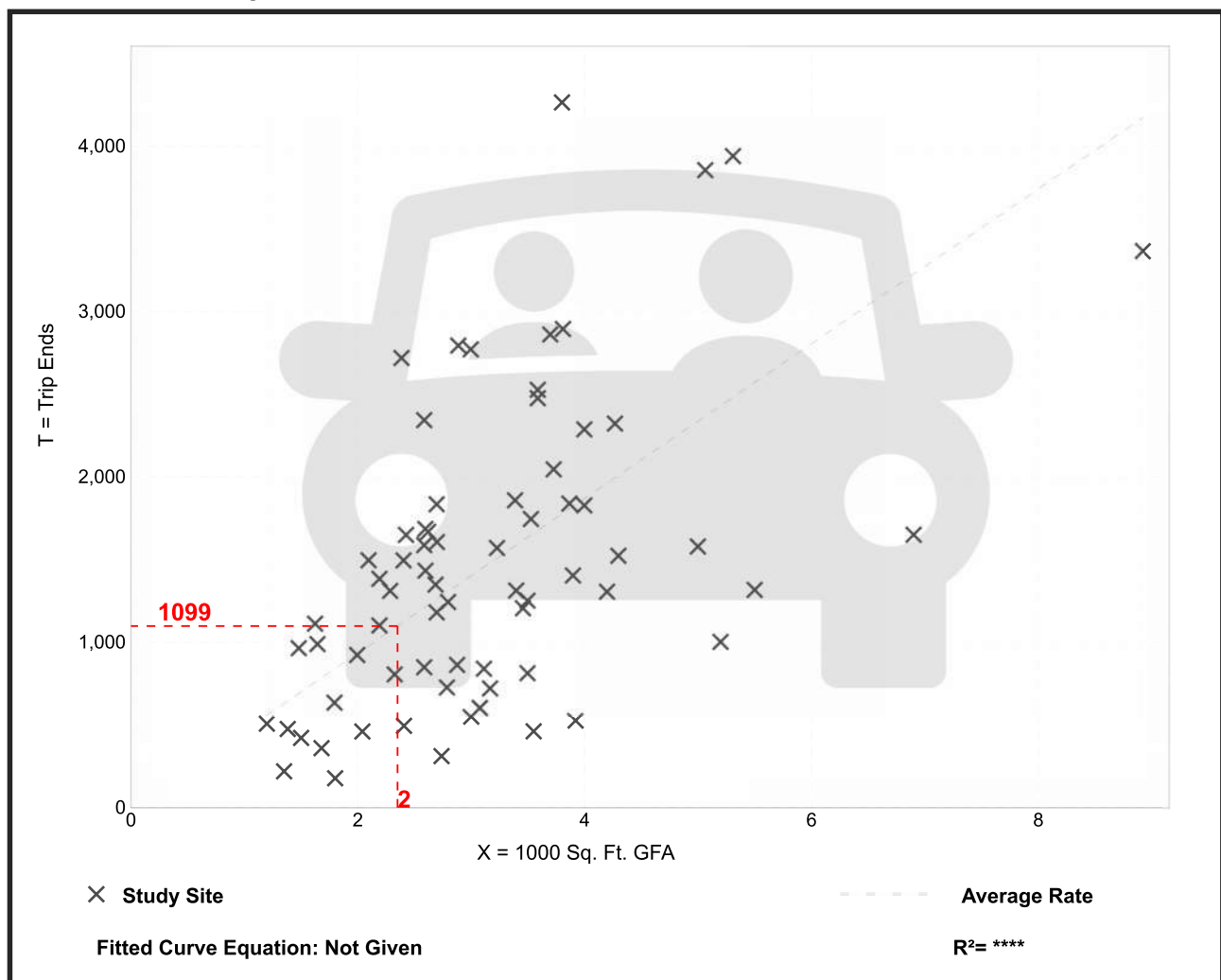
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 71
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
467.48	98.89 - 1137.66	238.62

Data Plot and Equation



Calculated Trip Ends:

Average Rate: 1099 (Total), 549 (Entry), 550 (Exit)

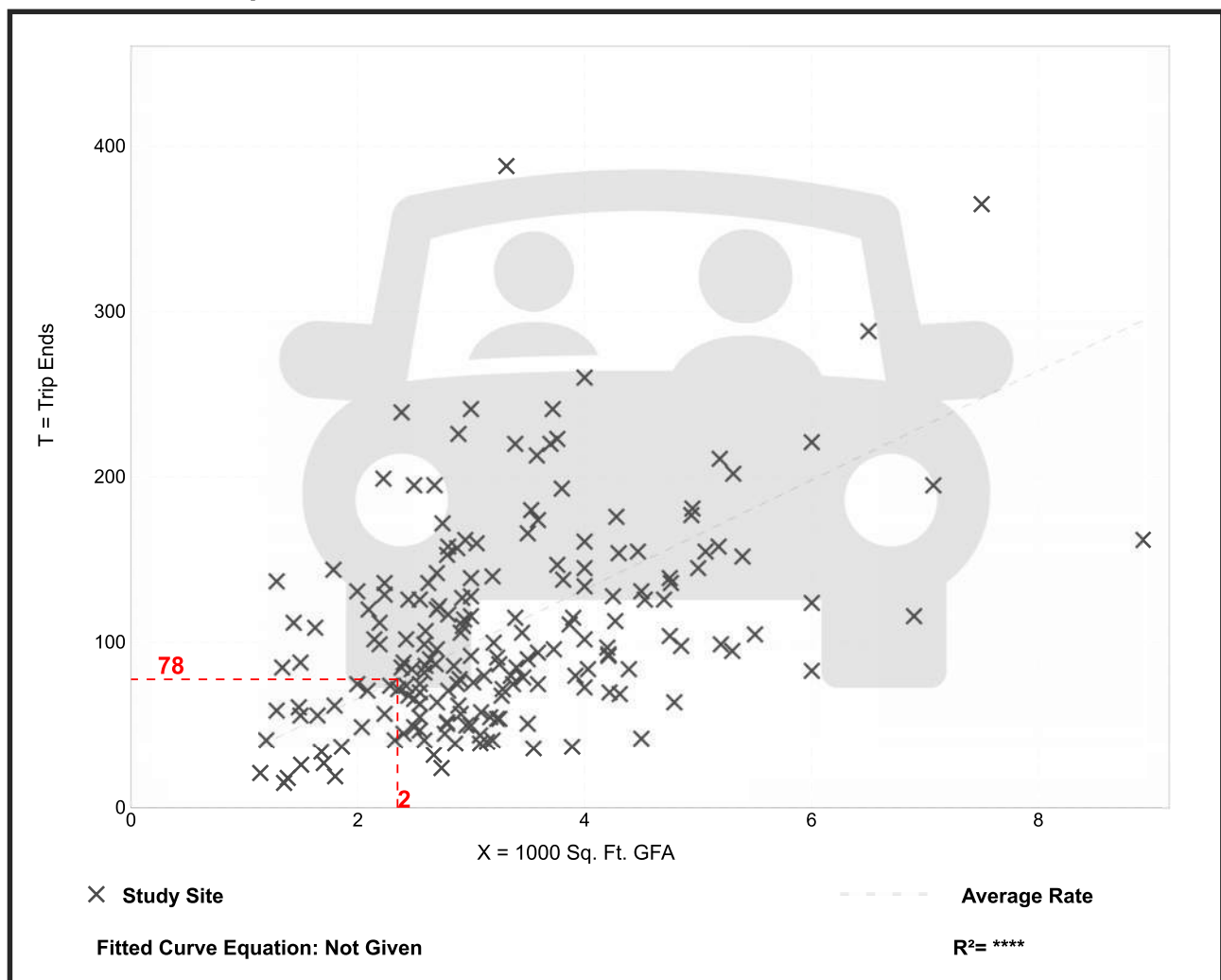
Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 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: 190
 Avg. 1000 Sq. Ft. GFA: 3
 Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
33.03	8.77 - 117.22	17.59

Data Plot and Equation



Calculated Trip Ends:

Average Rate: 78 (Total), 40 (Entry), 38 (Exit)

Drive-Through Queue Generation

Mike Spack, PE, PTOE, Max Moreland, EIT, Lindsay de Leeuw, Nate Hood

1.0 Introduction

This report provides queuing data for businesses with drive-through services. It is intended to be an aid for site designers and reviewers, similar to the Institute of Transportation Engineers' *Trip Generation* and *Parking Generation* reports. The data presentation is modeled on the *Parking Generation* report and data is provided based on at least six sites, similar to data sets marked as statistically significant in *Trip Generation*.

Businesses with drive-through lanes are very common in the United States and having data that gives usage information for drive-through lanes will assist designers as well as cities in determining the appropriate amount of storage needed for proposed drive-through businesses. Data for drive-through queues was published by the ITE Technical Council Committee 5D-10 in 1995 based on information collected between the late 1960's and the 1990's. A paper was also published in 2009 by Mark Stuecheli, PTP giving updated information for bank and coffee shop drive-through lanes. The results from the 2009 study are incorporated into this paper (thank you Mark for your assistance).

2.0 Data Collection

Data was collected using COUNTcam video recording systems at a total of 30 drive-through locations in Minneapolis, MN and several surrounding suburbs between 2010 and 2012 (26 of the 30 videos were recorded in February of 2012, which should represent peak usage in the cold Minnesota winter). Videos of drive-through lanes were collected at banks, car washes, coffee shops, fast food restaurants and pharmacies. A total of six locations were selected for each of the five different land uses. Each location was recorded for between one and five days where the majority of locations were recorded for two consecutive days. The days of the week that each video was recorded on varies.

The 24-hour videos were watched at high speeds with the PC-TAS counting software and maximum queues throughout the day were noted. Most of the COUNTcams were set up such that the entire queue lane could be seen, but at a few locations the drive-through lanes wrapped around the building in a way that the entire queue length would not be able to be seen. For these situations, the COUNTcams were set up so that the ordering window and back of the queue could be seen and it was noted how many vehicles could fit between the ordering window and the front of the queue. For drive-through locations with multiple lanes, the number of lanes was noted but the maximum queue is defined as the sum of the queues at each lane for any given point in time, not the queue per lane. This approach provides overall demand, which may assist designers in determining how many drive through lanes are appropriate in addition to determining how long they should be.

Once the maximum queue for each day at each location was determined, the data was compiled and statistics for each land use were calculated. The average maximum queue, standard deviation, coefficient of variation, range, 85th percentile and 33rd percentile were calculated for each land use.

Data for drive-through coffee shops and banks from the Kansas City, Kansas metropolitan area was published in the 2009 paper New Drive-Through Stacking Information for Banks and Coffee Shops by Mark Stuecheli. This data is included in the analysis.

3.0 Data Analysis

Based on the peak queue lengths, it is apparent that each land use will require a different minimum drive through stacking distance. The results for each land use can be found below. The peak queue lengths for each location, broken down by land use and day of the week, can be found in the Appendix.

3.1 Banks

Data collection was done at six banks with drive-through services (including one credit union) in August 2011 and February 2012. Twelve days of data were collected. The banks were located in the cities of Minneapolis, Robbinsdale and St. Louis Park, MN.

All of the locations had a lane with a drive-through ATM and at least two other lanes. Though service times may differ for ATM lanes compared to the regular lanes, the maximum queues were counted together. This is because based upon what was observed, vehicles would occasionally switch the lane they were in. For example, a vehicle waiting in the ATM line with a queue of three vehicles may move over to a regular line with a queue of only one vehicle. Much of what can be done at the bank's drive-through lane can also be accomplished at that bank's ATM and vice versa. Vehicles being served were counted as being in the queue.

Nine days of data from the Kansas City, Kansas area is also included. This data does not factor in vehicles in ATM lanes.

Table 3.1 – Drive-Through Bank Maximum Queue Statistics

	Minnesota Data	Minnesota + Kansas Data
Number of Data Points	12	21
Average Maximum Queue (Vehicles)	5.83	5.76
Standard Deviation (Vehicles)	1.85	2.21
Coefficient of Variation	32%	38%
Range (Vehicles)	3 to 8	1 to 10
85th Percentile (Vehicles)	8.00	8.00
33rd Percentile (Vehicles)	5.00	5.00

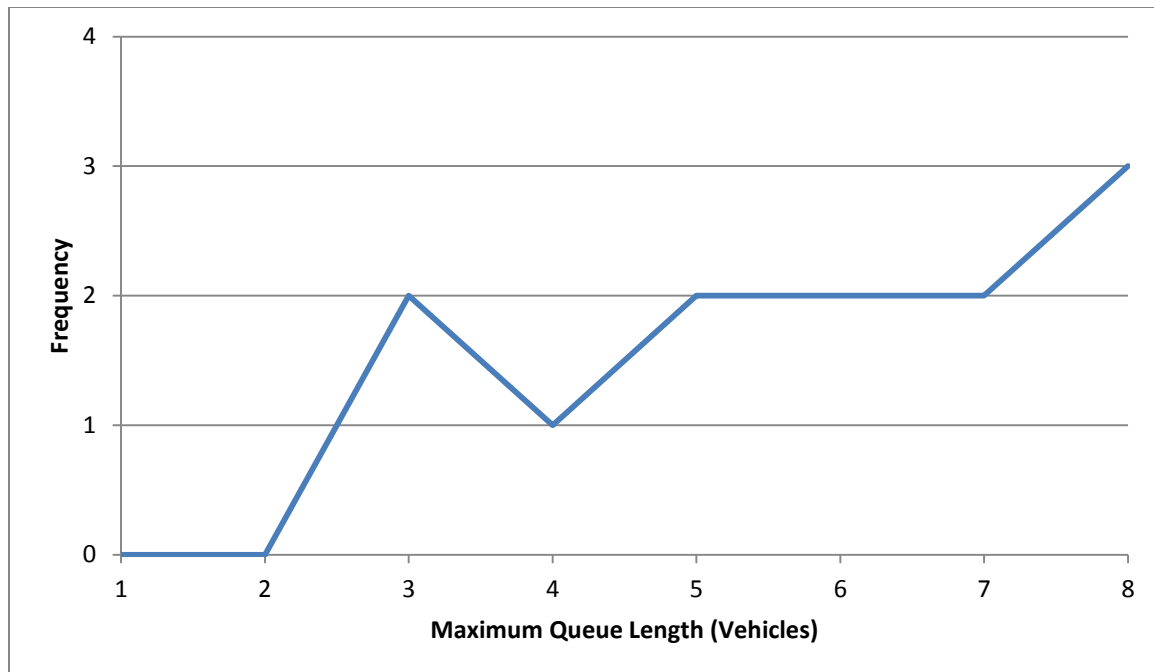


Figure 3.1.1 – Drive-Through Bank Maximum Queue Frequency – Minnesota Data



Figure 3.1.2 – Drive-Through Bank Maximum Queue Frequency – Minnesota + Kansas Data

The data for Kansas banks was collected between 4:30pm and 6:00pm. While many of the maximum queues for the data collected in Minnesota were between these times, maximum queues occurred between 8:30am and 5:30pm so it is possible that some of the Kansas data does not capture the actual maximum queues for the day.

The number of available lanes at banks, not including the ATM lane, ranged from two to seven lanes (though the most open at one time was five lanes). Even though plenty of lanes were available, cars often stacked at the lane closest to the building, thus additional lanes may not result in shorter queues. With an 85th percentile maximum queue of eight vehicles, the data suggests that banks with drive-through lanes should be able to accommodate 160 feet of vehicle stacking.

3.2 Car Washes

Data collection was done at six car washes with drive-through services (including one full-service car wash) in February 2012. Twelve days of data were collected. The car washes were located in the cities of Falcon Heights, Hopkins, Minneapolis, Roseville and St. Louis Park, MN. Five of the six car washes (excluding the full-service car wash) were located at gas stations. Only the vehicles waiting in line were counted; vehicles being washed were not added to the queue.

Table 3.2 – Drive-Through Car Wash Maximum Queue Statistics

Number of Data Points	12
Average Maximum Queue (Vehicles)	4.42
Standard Deviation (Vehicles)	2.31
Coefficient of Variation	52%
Range (Vehicles)	1 to 10
85th Percentile (Vehicles)	6.20
33rd Percentile (Vehicles)	3.00

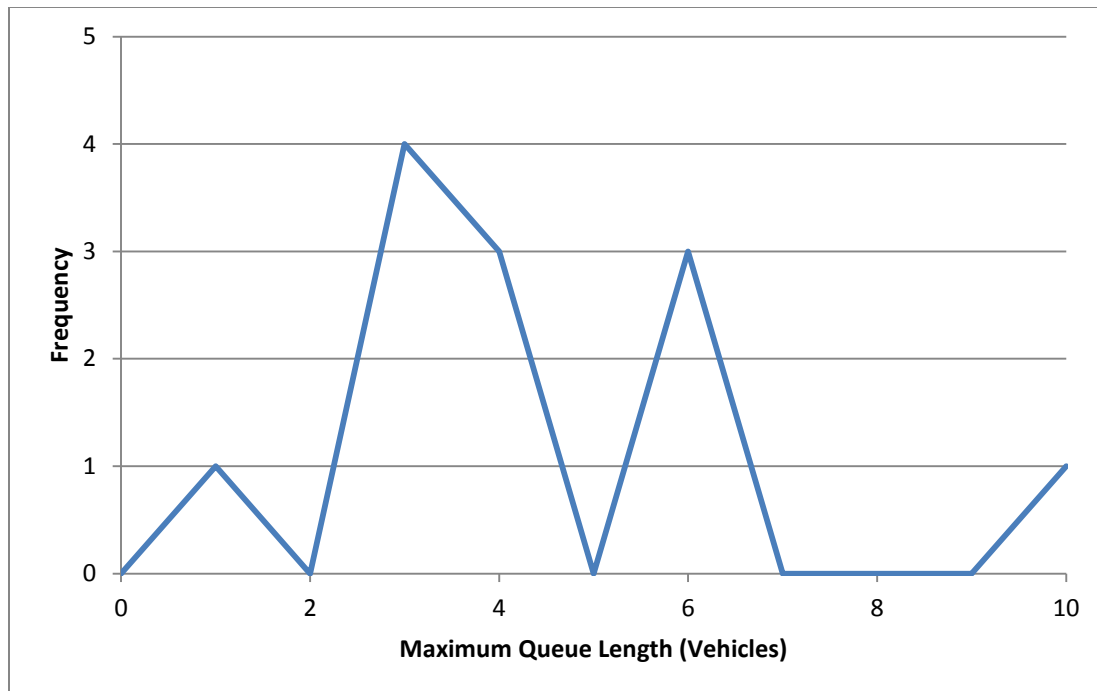


Figure 3.2 – Drive-Through Car Wash Maximum Queue Frequency

Two of the car washes had two lanes while the other four were one lane car washes. The full-service car wash had two lanes and also produced the highest maximum queue of 10 vehicles. The maximum queues for car washes were spread throughout the afternoon from 12:30pm to 8:30pm. With an 85th percentile maximum queue of more than six vehicles, the data suggests that car washes with drive-through lanes should be able to accommodate 140 feet of vehicle stacking throughout the day.

3.3 Coffee Shops

Data collection was done at six coffee shops with drive-through services in November 2010, August 2011 and February 2012. Fourteen days of data were collected. The coffee shops were located in the cities of Edina, Hopkins, Minneapolis, Roseville and St. Louis Park, MN. Vehicles being served were counted as being in the queue. Twelve days of data from the Kansas City, Kansas area is also included.

Table 3.3 – Drive-Through Coffee Shop Maximum Queue Statistics

	Minnesota Data	Minnesota + Kansas Data
Number of Data Points	14	26
Average Maximum Queue (Vehicles)	11.00	10.23
Standard Deviation (Vehicles)	2.25	2.76
Coefficient of Variation	20%	27%
Range (Vehicles)	7 to 16	3 to 16
85th Percentile (Vehicles)	13.50	13.00
33rd Percentile (Vehicles)	10.00	9.91

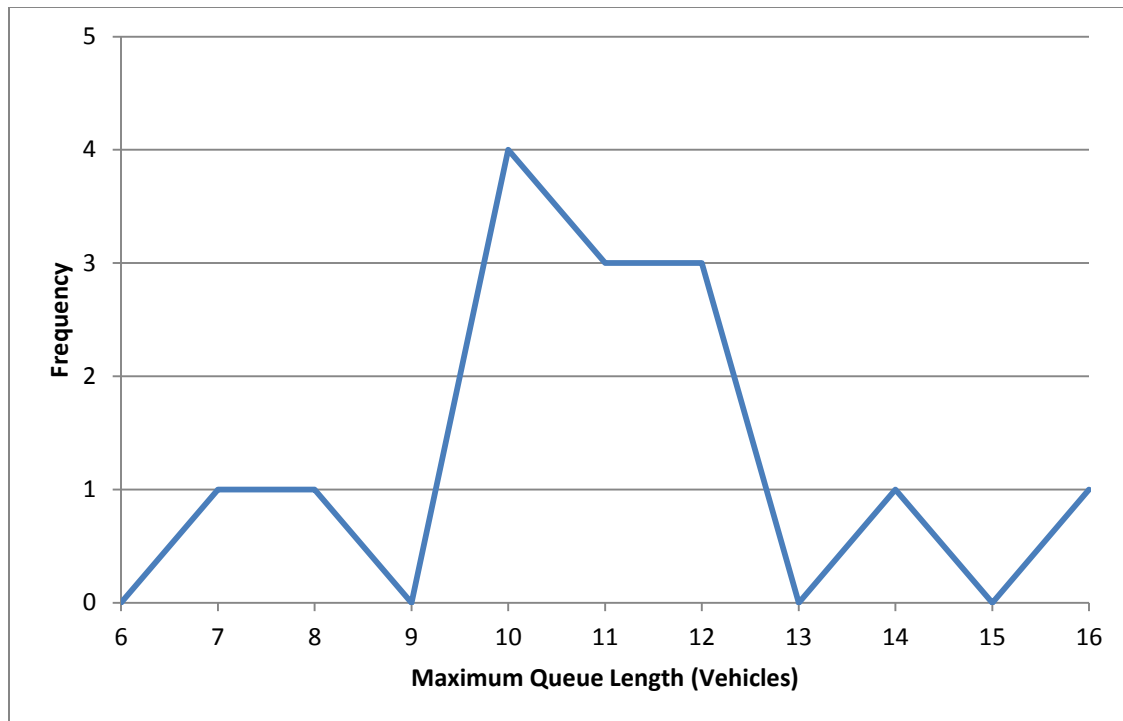


Figure 3.3.1 – Drive-Through Coffee Shop Maximum Queue Frequency – Minnesota Data

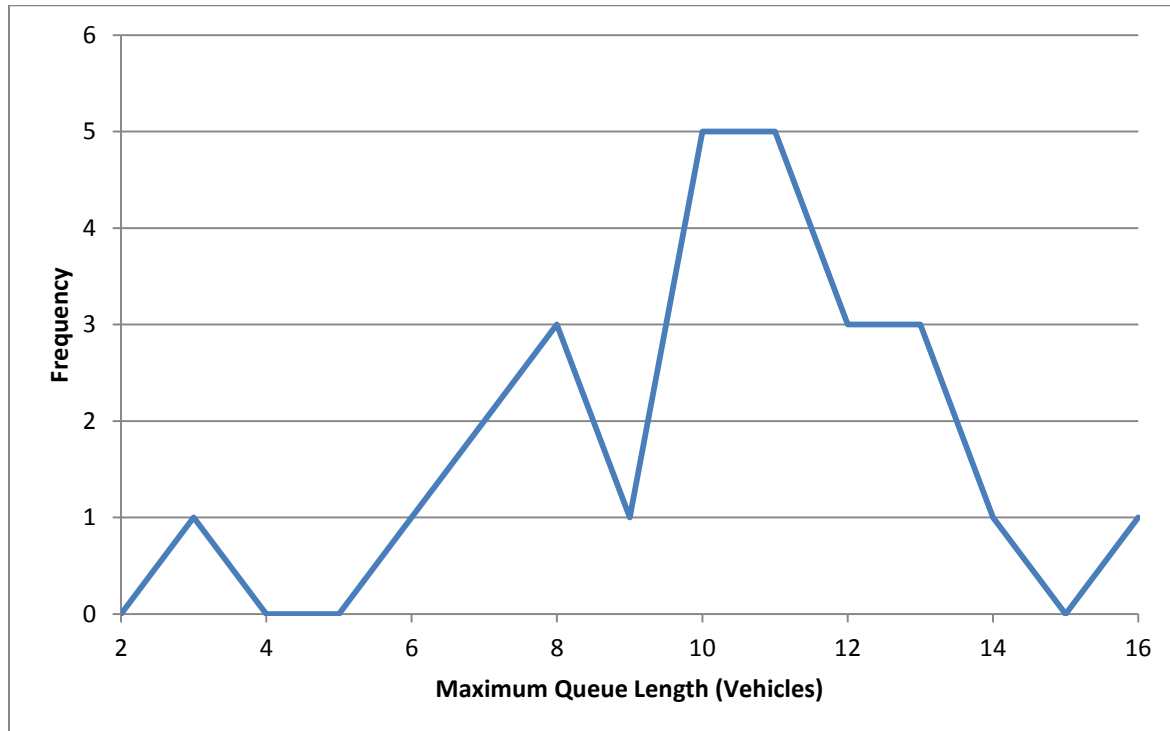


Figure 3.3.2 – Drive-Through Coffee Shop Maximum Queue Frequency – MN + KS Data

Coffee shops produced the longest maximum queues of any of the land uses in this study with all of the maximum queues occurring in the morning. In four of the six cases, the queues spilled out of the parking lot and into the street. These spillovers would typically only happen once or twice a day and last only a few minutes, however, one location had stacking into the street for about 15 minutes in addition to multiple periods of several minutes where cars would queue in the street.

With an 85th percentile maximum queue of 13 vehicles, the data suggests that coffee shops with drive-through lanes should be able to accommodate at least 260 feet of vehicle stacking during morning hours.

3.4 Fast Food Restaurants

Data collection was done at six fast food restaurants with drive-through services in August 2011 and February 2012. Fourteen days of data were collected. The restaurants were located in the cities of Golden Valley, Hopkins, Minneapolis and St. Louis Park, MN. Vehicles being served were counted as being in the queue.

Table 3.4 – Drive-Through Fast Food Restaurant Maximum Queue Statistics

Number of Data Points	14
Average Maximum Queue (Vehicles)	8.50
Standard Deviation (Vehicles)	2.68
Coefficient of Variation	32%
Range (Vehicles)	5-13
85th Percentile (Vehicles)	12.00
33rd Percentile (Vehicles)	7.90

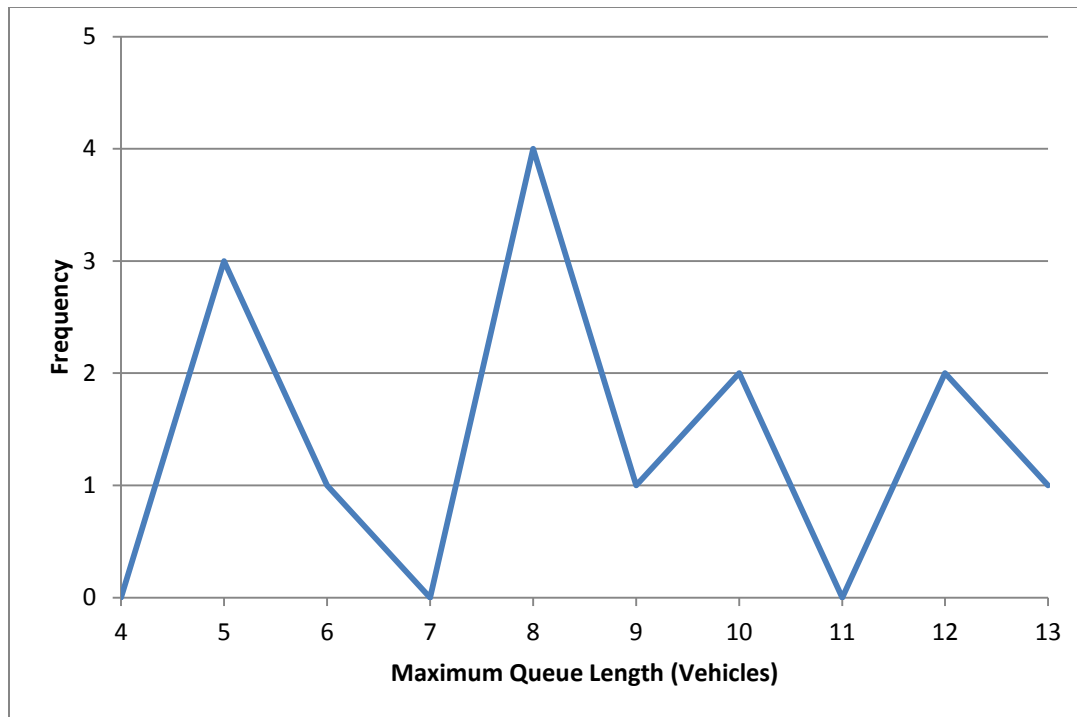


Figure 3.4 – Drive-Through Fast Food Restaurant Maximum Queue Frequency

The maximum queues for fast food restaurants were spread throughout the day from 8:00am to 10:00pm. With an 85th percentile maximum queue of 12 vehicles, the data suggests that fast food restaurants with drive-through lanes should be able to accommodate 240 feet of vehicle stacking throughout the day.

3.5 Pharmacies

Data collection was done at six pharmacies with drive-through services in February 2012. Twelve days of data were collected. The pharmacies were located in the cities of Hopkins, Minneapolis, New Hope and Robbinsdale, MN. Vehicles being served were counted as being in the queue.

Table 3.5 – Drive-Through Pharmacy Maximum Queue Statistics

Number of Data Points	12
Average Maximum Queue (Vehicles)	2.92
Standard Deviation (Vehicles)	1.16
Coefficient of Variation	40%
Range (Vehicles)	1-5
85th Percentile (Vehicles)	4.05
33rd Percentile (Vehicles)	2.00

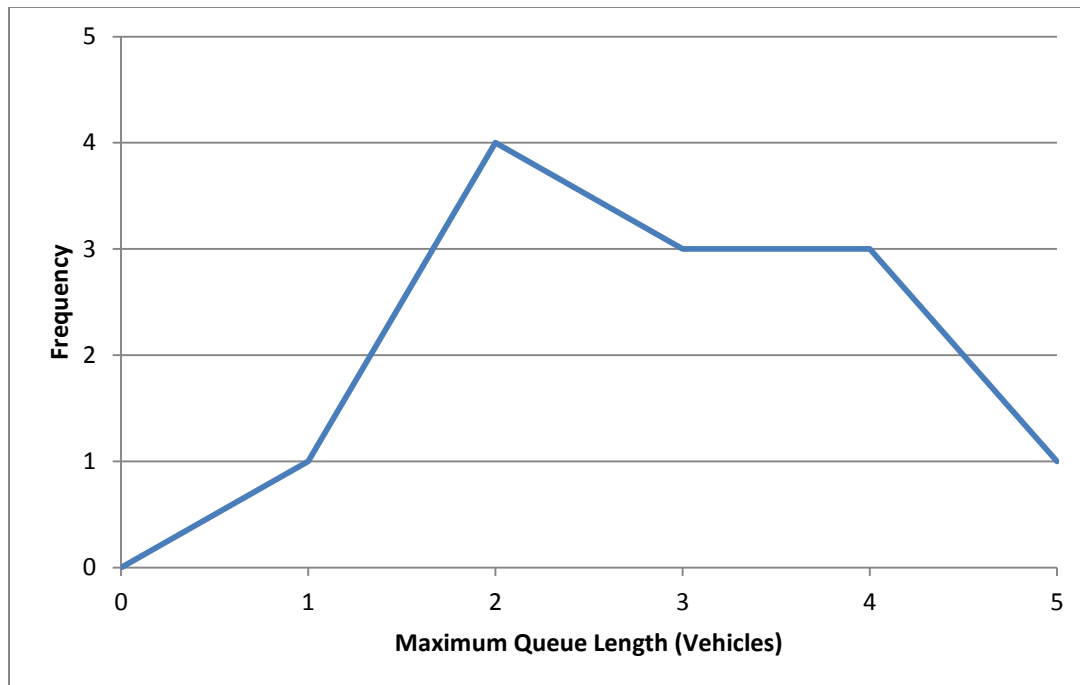


Figure 3.5 – Drive-Through Pharmacy Maximum Queue Frequency

The maximum queues for pharmacies were spread throughout the day from 8:00am to 10:00pm. With an 85th percentile maximum queue of more than 4 vehicles, the data suggests that pharmacies with drive-through lanes should be able to accommodate 100 feet of vehicle stacking throughout the day.

4.0 Conclusions

The 85th percentile maximum queue lengths for each land use are: 160 feet for banks (eight vehicles), 140 feet for car washes (seven vehicles), 260 feet for coffee shops (13 vehicles), 240 feet for fast food restaurants (12 vehicles) and 100 feet for pharmacies (five vehicles).

While some of the locations observed have an excess of space dedicated to drive-through lanes (i.e. some banks and pharmacies), others could occasionally use additional space for drive-through lanes (i.e. coffee shops in the morning).

Fast food restaurants and coffee shops have the longest maximum queues of the five land uses observed. Coffee shops have a tendency for the morning queues to build so long that they spill out onto the street, though, as is expected, their afternoon and evening queues are minimal. Fast food restaurants also have large queues, but they tended to have enough dedicated space that stacking did not go beyond the designated queuing area.

The data collected for this paper along with the data from the papers by Mark Stuecheli and the ITE Technical Committee 5D-10 (see Appendix for both of these) will hopefully provide useful data for traffic engineers and others trying to analyze drive-through queuing storage areas.

5.0 Labor Savings of the COUNTkit

Deploying people in the field to perform this data collection would not have been feasible. Using the COUNTcam video system made it possible to observe the drive through lanes 24 hours a day and the PC-TAS software made the data reduction practical. One location was recorded in November 2010 for 6 hours, three locations were recorded in August 2011 for a total of 202 hours and 26 locations were recorded in February 2012 for a total of 1012 hours. These 1220 hours of video were counted with a total of 120 hours of labor, meaning the videos were watched at approximately 10x speed. Installation of a COUNTcam takes approximately 10 minutes and retrieval takes approximately 5 minutes. This whole project was completed in approximately 3 weeks.

6.0 References

1. Stuecheli, M. (2009). New Drive-Through Stacking Information for Banks and Coffee Shops. *ITE 2009 Annual Meeting and Exhibit*. Print.
2. ITE Technical Committee 5D-10. "Queuing Areas for Drive-Thru Facilities." *ITE Journal* (May 1995): 38-42. Print.
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7.0 Appendix

- A – Day of Week Maximum Queues
- B – New Drive-Through Stacking Information for Banks and Coffee Shops
- C – ITE Technical Committee 5D-10: Queuing Areas for Drive-Thru Facilities
- D – Drive-Through Data Forms

Appendix A

Day of Week Maximum Queues

		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Fast Food	Arby's				5	5		
	Burger King	6	12				10	8
	McDonald's				12	13		
	McDonald's				9	8		
	Taco Bell				10	8		
	White Castle				8	5		
Car Wash	BP				6	6		
	BP			1	3			
	BP			4	3			
	Holiday				3	4		
	Mister Car Wash				10	6		
	Mobil				4	3		
Coffee	Caribou				11	10		
	Caribou	7	10	12			12	8
	Starbucks				14	16		
	Starbucks				10	11		
	Starbucks			10	12			
	Starbucks				11			
Bank	Citizens Independent Bank			5	5			
	SharePoint Credit Union				3	3		
	TCF	4					8	8
	US Bank				7	7		
	Wells Fargo			8	6			
	Wells Fargo			6				
Pharmacy	CVS			1	2			
	CVS			4	4			
	CVS			2	2			
	Walgreens				4	5		
	Walgreens			3	3			
	Walgreens			3	2			

Appendix B

New Drive-Through Stacking Information for Banks and Coffee Shops

Mark Stuecheli, PTP

Abstract

This paper provides updated queuing information for drive-in banks and new queuing data for coffee shops with drive-through lanes. The data is presented in a format similar to that used in the report for **ITE Technical Council Committee 5D-10**, originally published in 1995.

Significant changes have occurred in the way that bank patrons conduct business with their banks. In recognition of those changes, ITE has adjusted the trip generation information included in the Eighth Edition of **Trip Generation, an ITE Informational Report** to include only data collected since 2000, and the revised trip generation totals are significantly lower than in previous editions. Clearly, the reduced trip generation figures indicate a reduction in bank drive-through business. This report summarizes queuing information included in counts taken in the Kansas City metropolitan area.

In the last few years coffee shops with drive-through lanes have become prevalent throughout the country. Because those businesses were uncommon when the 1995 report was prepared, no data was gathered for those operations. This paper contains information on counts taken at those establishments, once again in the Kansas City metropolitan area.

Based on the count data, recommendations are included for the minimum amount of stacking distance to require for the two types of drive-through businesses that were studied.

Background

ITE Technical Council Committee 5D-10 was formed in 1987 to produce a database of queuing information for various types of drive-through lanes. The report of the findings of the Committee, published in the May 1995 **ITE Journal**, included information on the characteristics of drive-through lane stacking for fast-food restaurants, drive-in banks, car washes, day care centers and dry cleaners. The counts that were included in the Committee report were conducted from the late 1960s through the late 1980s in a limited number of mid-western, southern and eastern states.

As a former member of that Committee, and having submitted drive-through counts for the effort, I am in a position to make some observations about the change in drive-through usage.

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This paper analyzes two types of drive-through operations – one that is greatly modified and another that is new since the original report was published. First, significant changes have occurred in the ways that bank patrons conduct business with their financial institutions. On-line banking, direct deposit and the wide usage of ATMs have resulted in greatly reduced trip generation totals for drive-in banks. In recognition of that fact, ITE adjusted the trip generation information for drive-in banks in the Eighth Edition of **Trip Generation, an ITE Informational Report**, to include only data collected since 2000. The trip generation rates during the p.m. peak hour for the newer data are about 44% lower than rates in the Seventh Edition.

The amount of stacking provided for bank drive-through lanes often has a critical impact on the potential site design alternatives for proposed bank properties. If the information included in the 1995 Report were to be used as the basis for establishing stacking requirements, a large area would need to be allocated to the drive-through lanes. On tight sites, that limitation could preclude developing an acceptable layout.

Clearly, the major drop in trip generation rates indicates that fewer customers are using drive-through lanes. That reduction in drive-through usage has an impact on queue lengths and other operational characteristics observed at those facilities. This paper includes updated information on queuing in bank drive-through lanes based on counts taken in the City of Overland Park, Kansas, a suburban community of 171,000 residents in the Kansas City metropolitan area.

The second area of analysis in this paper pertains to observed queuing characteristics for coffee shops with drive-through lanes. In the last few years, drive-through coffee shops have become common throughout the country. Because those businesses were an insignificant factor when the report for **ITE Technical Council Committee 5D-10** was completed, no counts were conducted for that land use category. This paper contains data on queuing for coffee shops with drive-through lanes, based on counts conducted predominantly in the Kansas suburbs of the Kansas City metropolitan area.

As is the case for drive-in banks, the length of stacking required for a site has a major impact on potential site layouts. If a relatively short stacking distance is permitted, the lanes can be fit into very restricted sites or be more easily retrofitted to work with existing buildings. But if more queuing occurs than is provided for in a dedicated lane, the flow of traffic within a parking lot can be seriously restricted by that excess queue. In the worst case, if the drive-through stacking is located close to a public street and the excess queue extends into or near the street, the operation of the adjoining public street may be negatively impacted.

Appendix B

Drive-In Banks

Counts were conducted at ten suburban drive-in banks located throughout Overland Park in the fall of 2008 and the spring of 2009. Both established locations and sites that were relatively new were counted, although all banks had been open for business for at least one year. All but one location had drive-through ATMs. Based on the results of counts taken at a single bank location during a mid-week lunch hour, a mid-week p.m. peak hour, a Friday lunch hour, and a Friday p.m. peak hour; the maximum queue lengths occurred during the Friday p.m. peak hour. Therefore, all counts used in the study were conducted during the Friday p.m. peak hour time period.

The counting process involved noting the maximum per lane and total queues for the drive-through lanes at each location in fifteen minute increments, along with collecting information on the stacking of any drive-through ATM. In all cases the vehicles in the service positions were included in the counts. Where possible, the volumes of vehicles entering and exiting the parking lot also were tabulated. As a way to evaluate the frequency of various maximum queue lengths, the total queue lengths were noted at five minute intervals.

The queuing data was analyzed in ways similar to the methods used in the 1995 Report. Table 1 lists the observed frequency of maximum queue lengths per lane. Figure 1 plots the per lane maximum queue lengths using both the 2009 data and the data that was presented in 1995 (please note that the 1995 data involved fifteen counts, compared to the ten counts in the 2009 data). Figure 2 plots the probability that the queue lengths per lane will not exceed a given maximum queue length, once again presenting both 2009 and 1995 data.

Table 1 – Drive-In Bank 2009 Maximum Queue Length Per Lane

Queue Length	Frequency	Cumulative Frequency	P($q \leq N$)
0	0	0	0.00
1	1	1	.10
2	4	5	.50
3	4	9	.90
4	1	10	1.00

Note: P($q \leq N$) indicates probability, based on sample, of queue length of “q” not exceeding length “N”

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Figure 1 – Drive-In Bank 1995 And 2009 Maximum Queue Length Per Lane Data Plot

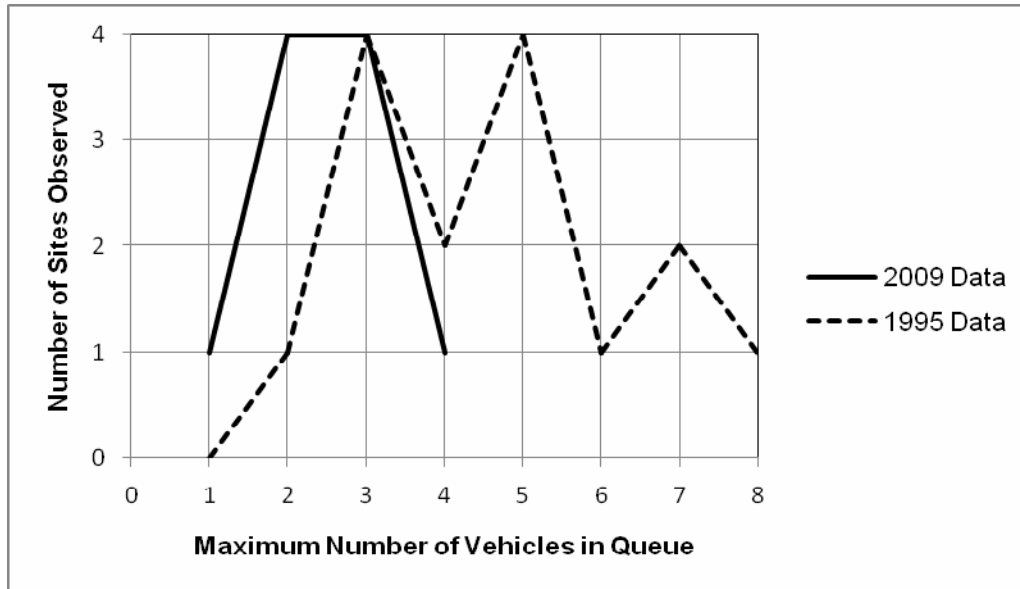
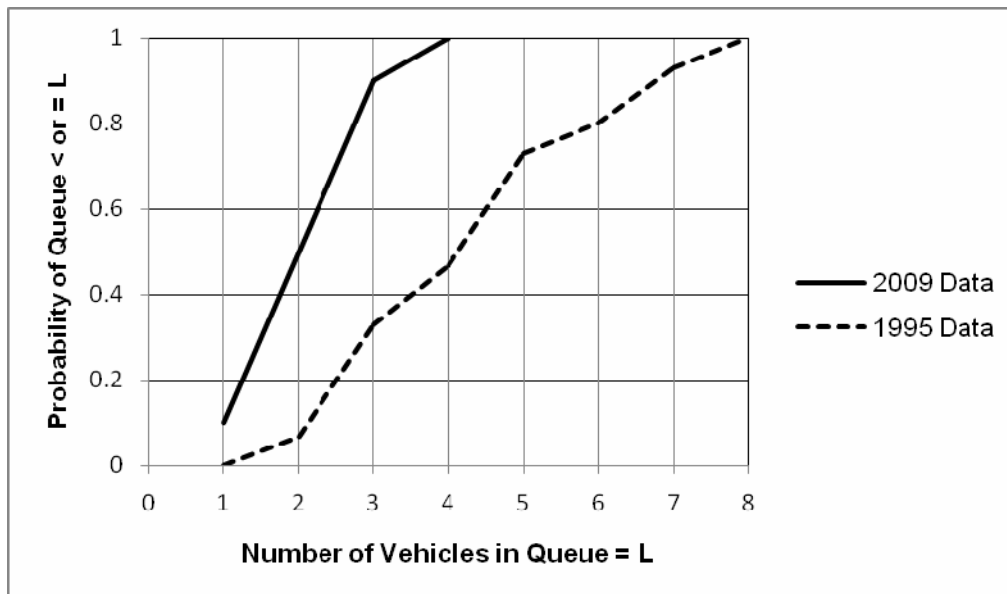


Figure 2 – Drive-In Bank 1995 And 2009 Cumulative Maximum Queue Length Per Lane Data Plot



The differences between the 1995 Report data (as noted earlier, actually based on counts conducted from the late 1960s to the late 1980s) and the 2009 counts are dramatic. The maximum per-lane queue lengths in the current counts were half what they were in the 1995 data.

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An attempt was made to determine if such factors as adjoining major street traffic volumes or the size of the building could predict the queuing results, but no correlation was found.

Observations

Some banks, especially those that have been in operation for several years, have a surplus of drive-through lanes and stacking area. That is because those sites were designed to accommodate the much higher demands that existed many years ago. Consequently, they often open only a portion of the available lanes.

In one case, for a main office bank location where it was possible to make a direct comparison between a count conducted in 1988 and a new count in 2008 (actually taken almost precisely 20 years apart), the difference was dramatic. The p.m. peak hour drive-through volumes for the 2008 count were 65% lower than the 1988 count, a much greater drop than would have been indicated by the reduced ITE trip generation figures discussed earlier. The maximum total number of vehicles queued and the maximum queue lengths per lane were correspondingly lower, dropping from 29 to 8 and 7 to 3, respectively. The demographics and development characteristics of the surrounding area have changed little since 1988 and the bank has continued as a stable operation. Considering all of those factors, it is reasonable to assume that the differences are associated with changes in customers' banking habits.

The one incidence of a four car per lane maximum stack was a single occurrence that lasted for only a few minutes. Based on that information, it is reasonable to consider the practical maximum required queue length to be three vehicles.

The maximum queue lengths for ATMS ranged from two to five vehicles. Only one location experienced the longer queue lengths and only for a short time period. All other locations had maximum queue lengths of three vehicles or less.

Coffee Shops With Drive-Through Lanes

Counts were conducted in the fall of 2008 and the spring of 2009 at twelve coffee shops located in the Kansas suburbs of Merriam, Olathe and Overland Park in the Kansas City metropolitan area and also in suburban Kansas City, Missouri. All but two of the establishments were situated in free-standing buildings, and several were located within shopping centers. Three were drive-through-only operations and the remaining nine were full-service locations that included both drive-through lanes and inside seating facilities. Because this type of use is busiest in the morning peak hour, all counts were completed during that time period.

Similar to the process used for drive-in banks, the counting process involved noting the maximum number of vehicles queued in the drive-through lane at each location for fifteen minute increments. As was done for the drive-in bank counts, the vehicle in the

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service position was included in the counts. Information on the number of vehicles entering and leaving the parking lot was collected for full-service operations (drive-through-only locations did not have any parking activity). The queuing information was tabulated for both the total length of queue and for the number of vehicles behind the menu board. The observed queue length was noted at five minute intervals as a way to evaluate the frequency of various queue lengths.

Once again, the queuing data was analyzed in ways similar to the methods used in the 1995 Report. Table 2 lists the observed frequency of maximum queue lengths. Figure 3 plots the per-lane maximum queue lengths and Figure 4 plots the probability that the queue will not exceed a given maximum queue length.

Table 2 – Coffee Shop With Drive-Through Maximum Queue Length

Queue Length	Frequency	Cumulative Frequency	P($q \leq N$)
0	0	0	0.00
1	0	0	0.00
2	0	0	0.00
3	1	1	.08
4	0	1	.08
5	0	1	.08
6	1	2	.17
7	1	3	.25
8	2	5	.42
9	1	6	.50
10	1	7	.58
11	2	9	.75
12	0	9	.75
13	3	12	1.00

Note: P($q \leq N$) indicates probability, based on sample, of queue length of “q” not exceeding length “N”

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Figure 3 – Coffee Shop With Drive-Through Maximum Queue Length Data Plot

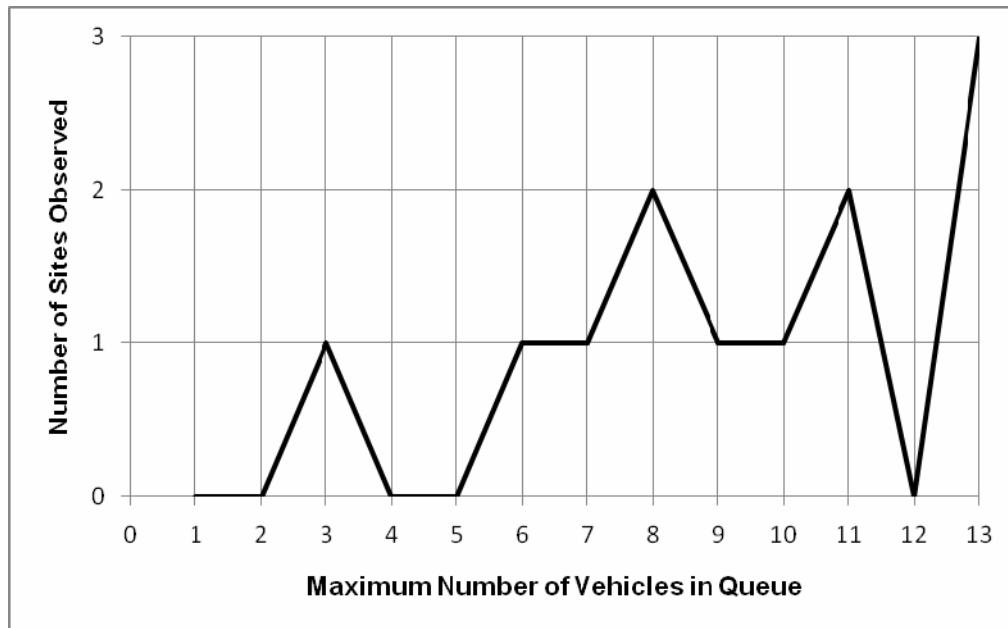
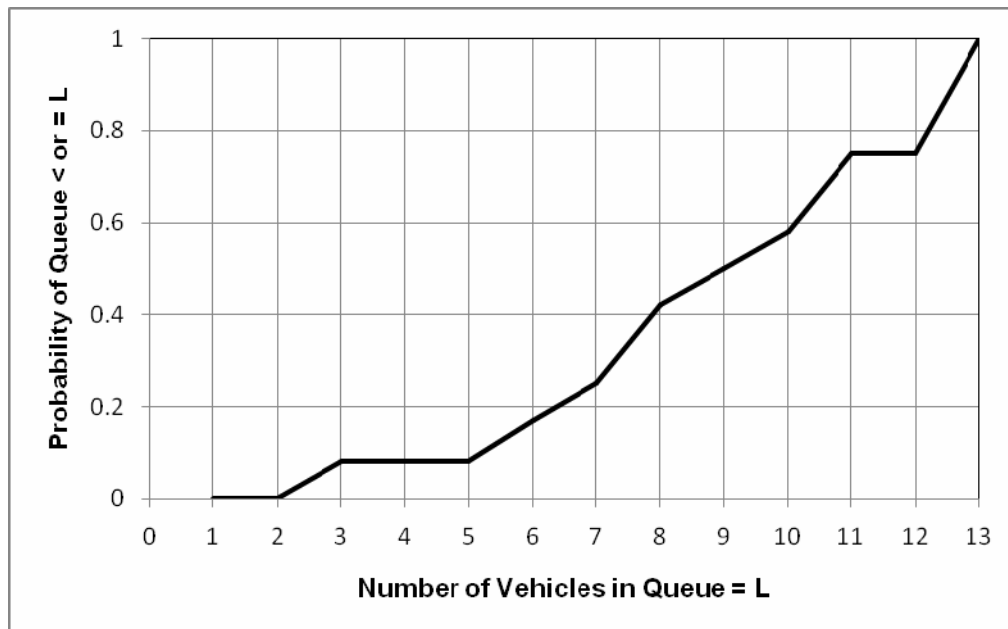


Figure 4 – Coffee Shop With Drive-Through Cumulative Maximum Queue Length Data Plot



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The total trip generation figures were compared to the a.m. peak hour ITE rates for Land Use Code 937, Coffee/Donut Shop with Drive-Through Window, and Land Use Code 938, Coffee/Donut Shop with Drive-Through Window and No Indoor Seating. The observed counts generally fell within the range of counts included in those categories, although two of the rates for the No Indoor Seating category exceeded the published range. No correlation was found between the adjoining major street traffic volumes or the size of the building and either the queuing or the trip generation results.

Observations

Several of the drive-through lanes were under-designed for the usage that was observed and queues spilled-out into parking lot circulation areas. In most cases the excess stacking did not result in disruptions of the operations of surrounding uses, since most other businesses were not open in the early morning. But for those sites where the end of the drive-through lane extended into the coffee shop parking lot, the excess queue often disrupted the movements of drivers who were trying to enter or exit parking spaces or the site itself.

One interesting facet of the data is that the three lowest observed maximum queue lengths were for the drive-through-only locations. The highest observed queue length for those operations was seven vehicles, which occurred only once at one location and only for a very short period of time. A six vehicle maximum stack was a more common occurrence.

The data shows that the volume of drive-through traffic and, therefore, the required stacking distance, is higher for full-service coffee shops than for drive-through-only operations. When total trip generation (both drive-through business and customers who park and walk in) is factored in, the full-service coffee shops did, on average, about two and one-half times the business of drive-through-only facilities. Since all of the full-service operations were Starbucks locations, it may be possible to apply the results of those counts to other proposed suburban Starbucks locations elsewhere in the country.

Total vehicular stacking available for a drive-through lane is an important consideration, but the location of the menu board relative to the pick-up window also impacts the efficiency of a drive-through lane operation. If the spacing is too short, stacking behind the pick-up window will extend into the menu board area, delaying ordering for those farther back in the line. In the counts conducted for this study, the pick-up window to menu board available stacking distances ranged from two to five vehicles.

The operation with the two car stack between the pick-up window and menu board regularly resulted in delays for drivers waiting to order at the menu board. The location with a five car stack rarely experienced delays for those ordering. Based on field observations, if an unlimited amount of stacking were available at a proposed site, the five car spacing would be ideal. Realizing that space for stacking nearly always is limited, an acceptable alternative would be the four car spacing.

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Conclusions

Drive-in bank usage has dropped dramatically, as illustrated in the data provided in this report. Consequently, a reduced amount of stacking is required. That reduced area for drive-through stacking can provide more flexibility in the design of bank sites, allowing for development on smaller sites or the provision of increased landscaped areas.

Based on the data that was gathered, the City of Overland Park has reduced its previous requirement for a minimum five car stack per lane to a three car stack (a distance of 60 feet per lane, assuming average vehicle spacing to be 20 feet). That design should be sufficient to accommodate virtually all situations. Vehicular stacking requirements for ATMs have been established, also at a minimum of three car lengths.

Coffee shop drive-through lanes are most heavily used during the morning peak period, and therefore it is important to design sites to accommodate that peak demand. The following recommended minimum stacking lengths should be appropriate in most cases. The only exceptions would be situations in which excess queuing could impact a nearby street or major drive, in which case a more conservative approach should be taken.

Based on the data that was gathered for drive-through-only operations, it appears reasonable to require that a dedicated drive-through lane be provided with a stack of 120 feet – enough to handle six vehicles. That should be sufficient to accommodate nearly all vehicles that are likely to arrive during the morning peak hour time period.

For full service establishments, a 220-foot long drive-through lane, providing eleven cars of total storage, should be adequate to handle the vast majority of the drive-through lane volumes that might be encountered. In those cases where more than eleven vehicles were counted, the duration of the extreme queue lasted for only a few minutes. For the most efficient operation, the distance between the pick-up window and menu board should be at least 80 feet to accommodate four vehicles.

References

1. Gattis, J. L., Chair of ITE Technical Council Committee 5D-10. “Queuing Areas for Drive-Thru Facilities, by ITE Technical Council Committee 5D-10.” *ITE Journal* (May 1995): 38-42.

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Queuing Areas For Drive-Thru Facilities

BY ITE TECHNICAL COUNCIL COMMITTEE 5D-10

ITE Technical Council Committee 5D-10 was formed to collect and analyze basic information that may be used to estimate and evaluate lengths of automobile queues at drive-thru facilities. In addition to fulfilling this objective, this Informational Report constitutes a starting point for compiling a database for drive-thru facility queue length information.

Introduction

When faced with the need to evaluate the future impacts of a planned development, the transportation engineer often employs some form of analogy, estimating the future impacts of as-yet unbuilt development by using the attributes of existing land uses having a similar nature. For instance, the engineer may refer to published trip generation rates, derived from observations made at existing developments, to obtain a figure by which to estimate volumes that will occur at the proposed development.



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Many types of businesses (such as fast-food restaurants, banks and cleaners) utilize drive-thru systems. A similar form of drive-thru operation can be found at sites where passenger pick-up

operations occur (such as parents picking up schoolchildren). These drive-thru systems are comprised of a server position (often at a service "window"), and vehicle queuing space in advance

QUEUING DATA SHEET							
1. Type of Service Provided	_____						
2. Day(s) of Week	Sun	Mon	Tue	Wed	Thu	Fri	Sat
3. Time(s) of Day	_____						
4. Type of Area	CBD <input type="checkbox"/>	Suburban <input type="checkbox"/>		Rural <input type="checkbox"/>			
5. Competition in Area (For Same Services)	High <input type="checkbox"/>	Medium <input type="checkbox"/>		Low <input type="checkbox"/>			
6. Service Rate Measured (Per Window or Aisle or Lane)	_____						Vehicles/Time
7. Arrival Rate Measured (Per Window or Aisle or Lane)	Avg _____		Max _____		Vehicles/Time		
8. Uniformity Rating	_____						(1 - 10)
9. Capacity of Queue Storage Area	_____						(Vehicles)
10. Measured Average Queue	_____						(Vehicles)
11. Measured Maximum Queue	_____						(Vehicles)
12. Excess Demand Volume	_____						(Vehicles)
13. Excess Demand Frequency	_____						
14. Size Sample or Length of Count Data	_____						
15. Narrative Description of Service	_____						

Figure 1. Data gathering form used in survey.

Appendix C

Table 1. Ranges of Fast Food Queue Lengths by Food Type

Food Type	Maximum Queue Range (# in system)	Average Maximum Queue (# in system)	Studies
Donuts	4	4	2
Steak	4	4	2
Chicken	2-9	5	5
Fish	5	5	1
Sandwiches	5	5	1
Mexican	7	7	1
Roast Beef	6-8	7	2
Hamburgers	4-13	7	27

Table 2. Fast Food Queue Lengths

Maximum Queue Length (# in system)	Frequency	Cumulative Frequency	P(q≤N)
1	0	0	0.00
2	2	2	0.05
3	0	2	0.05
4	6	8	0.18
5	4	12	0.27
6	7	19	0.43
7	10	29	0.66
8	7	36	0.82
9	5	41	0.93
10	1	42	0.95
11	0	42	0.95
12	1	43	0.98
13	1	44	1.00

Note: P(q≤N) indicates probability, based on sample, of queue length "q" not exceeding length "N".

of the service position, for waiting in line as those ahead are served first.

When attempting to project lengths of automobile queues at proposed drive-thru facilities, the municipal or private consulting engineers may not find available data by which a projection can be made. While such data may be known by larger business chains that have drive-thru operations, the data do not seem to be generally available to the average traffic engineer trying to size or evaluate automobile queue storage area. True, some publications present results of queuing studies or equations for estimating queue lengths based on known system arrival and service rates.¹⁻⁴ But the proposed-site arrival and service rates may be unknown, and the proposed system may not possess attributes (such as negative exponential service time rates) needed for certain equations to properly predict queue lengths.

Drive-thru facilities are perceived as time-savers; as a convenience to the physically challenged, elderly and parents with young children; and as a way to avoid going out into inclement weather. Due to vehicle idling while in line, drive-thru facilities may also be viewed as causing unnecessary fuel consumption and air pollution. The popularity of drive-thru services creates a need to evaluate the queuing capacities of the varied drive-thru facilities. This report provides some basic drive-thru facility queue length information. It is hoped that the database will continue to grow, so that a comprehensive analytical tool may be available for the transportation professional.

Methods

The queue length data gathering form shown in Figure 1 was distributed to committee members in November 1987. The form was accompanied by specific user-instructions to ensure uniformity of procedures and compatibility of results.

Completed forms were returned to the committee chair and data were cataloged by land-use type. The maximum observed queue lengths and the maximum observed queue length frequencies were compiled. Cumulative frequencies and the probability that

queues would not exceed an absolute maximum were calculated and shown graphically.

Findings

Within this report, data have been compiled for banks, car washes, day care facilities, dry cleaners and fast-food restaurants.

Fast Food

This category includes restaurants characterized by food being prepared in advance of, or shortly after, ordering; by high turnover for eat-in customers; and by long business hours. The ITE land-use codes (LUCs) for this use are LUC 834 (*Trip Generation*, 1991) and 836 (*Parking Generation*, 1987).

Forty-four fast-food restaurants were observed for this study. They ranged from those serving chicken to the hamburger chains. All sites were suburban locations. Queuing was observed mainly during the weekday mid-day peak from the 1970s through

the 1990s, at sites in Florida, Kansas, Illinois, Minnesota, Montana, New Jersey, Oklahoma, Pennsylvania and Texas. All fast-food facilities observed for this study had a single-window drive-thru system. The industry is changing, with double- and even triple-window systems being utilized. Further information will be needed on queuing characteristics of these facilities.

The average observed service rate was 54 vehicles per hour (vph); the maximum rate was 108 vph. The maximum observed queue lengths (number of vehicles in line, including vehicle at service position) ranged from two to 13 vehicles (see Table 1). Where there was a menu-order board followed by a service window, the combined total of vehicles in both sequential lines was reported.

The restaurants featuring hamburgers had maximum queues in the upper part of the range. Table 2 shows the frequencies of the observed maximum queue lengths, as well as a probability of a queue of less than a given number

Appendix C

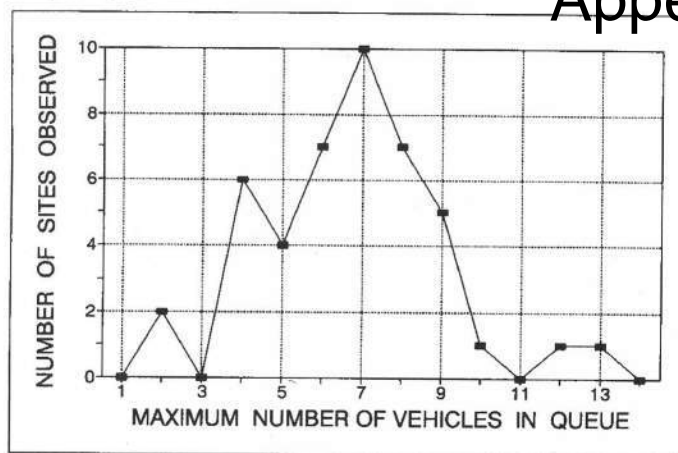


Figure 2. Maximum queue lengths at fast-food.

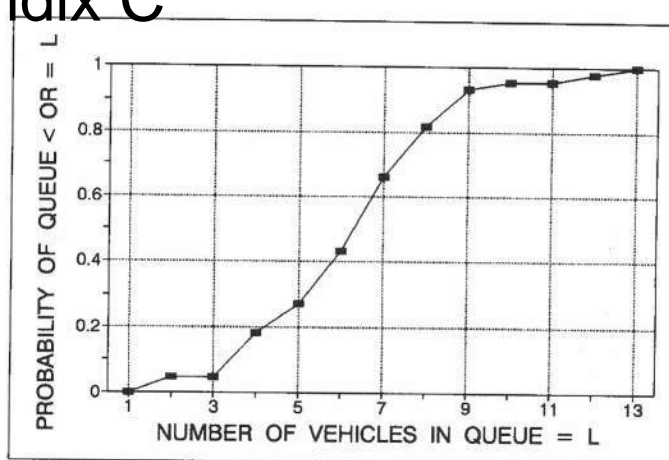


Figure 3. Maximum queue length probability at fast-food.

of vehicles. Figure 2 plots maximum queue length against the observed frequency of occurrence. Figure 3 depicts the probability that at any fast-food site, the queue will not exceed a given maximum queue length. From Table 2 or Figure 3, it can be seen that there was a 95 percent probability that the maximum queue at a site would be no more than 10 vehicles.

The maximum queues were evaluated against days of the week and were found to have no statistical relationship. Likewise, when evaluated against different levels of competition within the area and against service rates, there was no statistical relationship.

Bank

This category includes savings-and-loans with or without automatic teller machines (ATMs) and commercial banks with or without ATMs. Although there were historical differences between banks and savings-and-loans, they are now often indistinguishable to the public. The ITE land-use codes for this use are LUC 912 and 914 (*Trip Generation*, 1991) and LUC 912 (*Parking Generation*, 1987).

The studies analyzed were conducted from the late 1960s through the late 1980s; many were in Illinois, Minnesota, New Jersey and Texas. The size of the bank drive-thru facilities ranged from a minimum of one lane with one teller-window up to an institution with 10 lanes and four tellers.

Observed service rates for these institutions went up to a maximum of 35 vehicles per lane-hour. Maximum observed queues per lane ranged from two to eight vehicles. The maximum system queue lengths (all lanes com-

bined) ranged from five to 29 vehicles. At two sites, it was observed that a queue length exceeding eight vehicles per lane was not tolerated by customers. When the queue length became excessive, customers would park and use walk-in facilities rather than the drive-thru. Thus the collected data reflect a maximum queue per lane of eight vehicles.

Table 3 shows the observed frequency of occurrence of maximum queue lengths per lane. Figure 4 plots the maximum number of vehicles per lane

observed. On the basis of the studies received, there is a 100 percent probability that the queue length at a bank drive-thru facility will not exceed eight vehicles per lane, as Figure 5 shows.

Table 4 presents the maximum number of vehicles in an entire drive-thru system (all lanes combined) by ranges, along with the frequency of occurrence. This table shows that the most common maximum number-in-the-system at a bank drive-thru facility fell between six and 10 vehicles, as most observed facilities consisted of two lanes. Table 4 also

Table 3. Bank Queue Lengths

Queue Length	Maximum Queue Per Lane		$P(q \leq N)$
	Frequency	Cumulative Frequency	
0	0	0	0.00
1	0	0	0.00
2	1	1	0.07
3	4	5	0.33
4	2	7	0.47
5	4	11	0.73
6	1	12	0.80
7	2	14	0.93
8	1	15	1.00

Note: $P(q \leq N)$ indicates probability, based on sample, of queue length "q" not exceeding length "N".

Table 4. Maximum Number of Vehicles in Bank System (All Lanes)

# in system	Frequency	Cumulative Frequency	$P(q \leq N)$
0 - 5	2	2	0.13
6 - 10	6	8	0.53
11 - 15	3	11	0.73
16 - 20	2	13	0.87
21 - 25	1	14	0.93
26 - 30	1	15	1.00

Note: $P(q \leq N)$ indicates probability, based on sample, of queue length "q" not exceeding length "N".

Appendix C

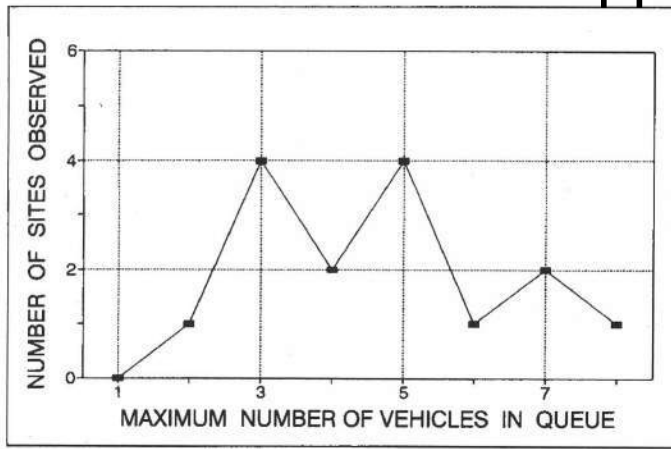


Figure 4. Maximum queue length per lane at bank.

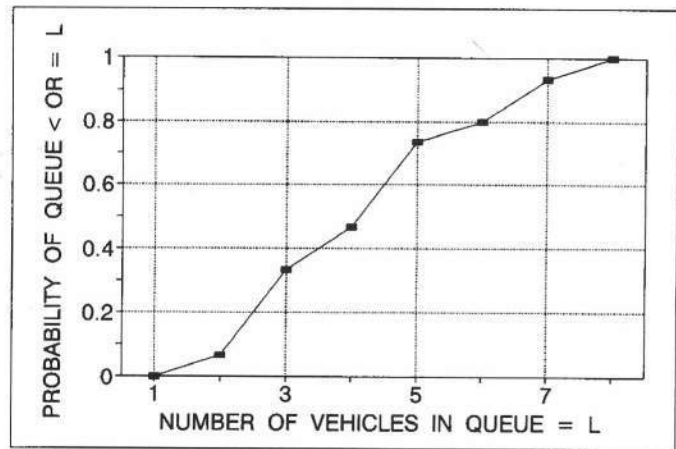


Figure 5. Maximum per lane queue length probability at bank.

gives the probability, based on the studies received, that the number of vehicles in the system will not exceed a certain range.

It should be noted that queuing lengths may be affected by time-of-day banking habits. There may be differences between the central city and a suburb. An area with a large proportion of retired persons may experience unique banking-time behaviors. In addition, the effects of banks incorporating ATMs into drive-thru aisles may also need to be investigated in future queuing studies.

Car Wash

This category includes full-service car washes (offering vacuuming and towel-drying services), exterior tunnel operation (vacuuming and towel drying not a part of the "in-line" operation, but may be offered at separate stations to the side), and self-service car washes (where customers pull into a wash bay, insert coins into a box, and proceed to wash). The ITE land-use code for these uses is LUC 847 (*Trip Generation*, 1991). This land use was not included in the 1987 *Parking Generation* report.

The studies analyzed were conducted from the late 1960s through the late 1980s in Kansas, Illinois, Montana, New Jersey and Texas. They included seven full service car washes, two exterior tunnel car washes, and nine self-service car washes. The number of self-service bays ranged from six to 14 per site. The self-service car washes typically had one or more parallel wash bays; the full-service car wash operations tended to have a single tunnel to serve customers.

Studies at the full-service car washes were made during winter or early spring months. Both full-service car washes consisted of a single tunnel. Observed service rates were 35 vph (maximum queue of nine vehicles) and 27 vph (maximum queue of 26 vehicles). At the site with a 26-vehicle queue, the queue extended off the site and onto an adjacent private street with light traffic volumes.

The self-service car wash studies were conducted on Saturday and Thursday, during late spring and/or summer months. Service rates at self-service car washes ranged from 4.1 vehicles per bay-hour to 5.4 vehicles per bay-hour. The average service rate was 4.77 vehicles per bay-hour. The maximum queue observed at two study sites was three vehicles, and at a third study site the maximum observed was one vehicle. No distinction was made as to whether these were maximum

queues per bay or total maximum queues (per entire operation).

Day Care

This category includes facilities that provide a place for children during the day, often while parents are at work. After-school care may also be provided. The ITE land-use code is LUC 565 (*Trip Generation*, 1991). This land use was not included in the 1987 *Parking Generation* report.

Data were submitted for one day-care facility in Texas, during the evening peak hour. The facility had 99 children enrolled and 94 present the day the study was conducted. The day-care facility handled children age 2 through first grade. The facility was operated in a manner that required the parents to park their cars and go inside to get their children.

The hour service rate was 46 vehicles. A maximum of eight vehicles in

This is an Informational Report of the Institute of Transportation Engineers prepared by Technical Council Committee 5D-10. The information in this report has been obtained from experiences of transportation engineering professionals and research. ITE Informational Reports are prepared for informational purposes only and do not include Institute recommendations on which is the best course of action or the preferred application of the data.

Members of Technical Council Committee 5D-10 were J. L. Gattis, P.E. (M), Chair; Grant A. Bacchus, P. Eng. (F); Benedict G. Barkan (F); Robert R. Marvin, P.E. (M); Dale B. McKinney, P.E. (F); Robert A. Nelson, P.E. (F); Seyed M. Safavian (M); James M. Schoen (A); David K. Sorenson, P.E. (A); Mark J. Stuecheli (M); and Jack Wierzenski (A).

Members of the Technical Council Department 5 Standing Committee at the time of approval of this report were Dennis O'Malley (F), Chair; Carol H. Walters, P.E. (M), Assistant Chair; Robert D. McMillen, P.E. (FL); Wamahdri W. Williams (A); and Donald J. Galloway, P.E. (F). Brian S. Bochner, P.E. (F), was the Chair of Technical Council, and John M. Mason, P.E. (F), was the Assistant Chair.

Appendix C

Table 5. Summary of Observed Queue Distances at Drive-Thru Facilities

	Near-maximum number of queued vehicles observed in system (does not include vehicle at service position)	Lane Length needed to store near-maximum queue (does not include vehicle at service position)
Fast-Food (Hamburger)	10 - 1 = 9	60 m (198 feet)
Bank	8 - 1 = 7	47 m (154 feet)
Car Wash (self-service)	3 - 1 = 2	13 m (44 feet)
Day Care	10 - 1 = 9	can store in parallel
Dry Cleaner	3 - 1 = 2	13 m (44 feet)

5 minutes (if sustained, equivalent to 96 vph) were observed; a 20-minute period had 28 vehicles (84 per hour). The maximum number of waiting vehicles was 10 vehicles.

VanWinkle and Kinton reported the results of 29 field studies at day-care establishments in Tennessee. Their findings are in the July 1994 *ITE Journal*.⁸

Dry Cleaners

This category includes facilities that clean clothing and other fabrics that should not be laundered. Often a walk-up window is present. No information is provide for this land use in either the ITE 1991 *Trip Generation* report or the ITE 1987 *Parking Generation* report.

One study was conducted at a dry cleaner with drive-thru facilities in Montana during a weekday p.m. peak period. An average service rate of 41 vph was measured at the single window. The observed maximum queue was three vehicles long. Forty-five percent of the customers used the drive-thru facility.

Conclusions

Table 5 summarizes the observed maximum or near-maximum observed queue lengths, and also lists the stacking distance needed to accommodate these observed queues, based on a front bumper-to-front bumper space occupied length of 22 feet (ft) per vehicle. This 22 ft may not be the exact space that vehicles occupy, but a value ranging from 20 ft to 25 ft seems appropriate for many situations. Because only one day-care facility was observed, and because parents picking up children may park in parallel or in a lot instead of in a single-file line, no stacking length was calculated for this land use.

Due to a change of committee personnel during the course of the data-gathering effort, some of the original forms submitted by committee members are not available. There are some apparent errors in the tables. For instance, the number of studies tallied in Table 1 is 41, while the number in Table 2 is 44. It is not known whether three studies were not included in Table 1, or whether there was double counting in Table 2. The unavailability of the original data forms makes it impossible to recheck the numbers.

The size of this drive-thru facility queuing characteristic database was limited. There is a need to accumulate and analyze more drive-thru queuing system data, so transportation engineers and site planners can be better informed. Additional observations of service rates are also needed in order to determine relationships between service rates and queue lengths, and to evaluate long-term trends in service rates. Finally, investigations of the amount of space occupied per vehicle within a queue are needed so that engineers will have the ability to project not only the number of vehicles that will be in the maximum queue for a given site, but also the queue storage length required for a site.

When collecting queuing data, the recorder should clearly indicate whether the number of vehicles recorded includes or excludes the vehicle(s) in the service position (that is, at the window). The data record must indicate which numbers are for a single queuing line and which totals are for the entire system of multiple queuing lines. An observer should also note instances of arriving vehicles balking or refusing to enter a queue due to excessive length, and how many vehicles were in the queue when the next arrival balked.

Other types of drive-thru operations

that could be studied include those at credit unions, funeral homes, gas stations (either gas only, full-service, self-service, or a combination with convenience stores or car washes), libraries, liquor stores, movie theater ticket booths, parking lots and garages (either pick-up ticket or pay, or key, tag, or card), post offices, pre-schools, baby-sitting or school combinations, lower grade schools, stadium ticket sales machines, truck stops and places of worship.

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9. Woods, Donald L. and Carroll J. Messer. "Design Criteria for Drive-In Banking Facilities." *Traffic Engineering* (December 1970): 30-37.

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:

Land Use/Building Type*:

Name of Business:

Address:

City:

State:

Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):

CBD	<input type="text"/>
Urban (non-CBD)	<input type="text"/>
Suburban (non-CBD)	<input checked="" type="text" value="X"/>
Suburban CBD	<input type="text"/>
Rural	<input type="text"/>
Not Given	<input type="text"/>

Competition Within Area (select one):

High	<input type="text"/>
Medium	<input checked="" type="text" value="X"/>
Low	<input type="text"/>

Drive-Through Description

4 Lanes + 1 ATM Lane

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday	5	3:36pm
Wednesday	5	2:37pm
Thursday		
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:

Land Use/Building Type:

Name of Business:

Address:

City:

State:

Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):	CBD	<input type="text"/>	Competition Within Area (select one):	High	<input type="text"/>
	Urban (non-CBD)	<input type="text"/>		Medium	<input type="text" value="X"/>
	Suburban (non-CBD)	<input type="text" value="X"/>		Low	<input type="text"/>
	Suburban CBD	<input type="text"/>			
	Rural	<input type="text"/>			
	Not Given	<input type="text"/>			

Drive-Through Description :

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	3	3:28pm
Thursday	3	8:51am, 10:37am
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
Land Use/Building Type:

Name of Business:
Address:
City:
State:
Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
CBD
Urban (non-CBD)
Suburban (non-CBD)
Suburban CBD
Rural
Not Given
Competition Within Area (select one):
High
Medium
Low

Drive-Through Description :

5 Lanes + 1 ATM Lane

Gross Floor Area (estimated)

6,000 sq. ft

	Maximum Queue	Time Max Queue Occurred
Sunday	4	5:18pm
Monday		
Tuesday		
Wednesday		
Thursday		
Friday	8	12:20pm, 2:20pm
Saturday	8	11:40am

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
Land Use/Building Type:

Name of Business:
Address:
City:
State:
Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
CBD
Urban (non-CBD)
Suburban (non-CBD)
Suburban CBD
Rural
Not Given
Competition Within Area (select one):
High
Medium
Low

Drive-Through Description :

3 Lanes + 1 ATM Lane

Gross Floor Area (estimated)

21,550 sq. ft.

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday	7	4:47pm, 5:04pm
Wednesday	7	3:00pm, 5:26pm
Thursday		
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:

Land Use/Building Type:

Name of Business:

Address:

City:

State:

Zip Code:

Date(s):

Weather Conditions:

Location Within Area (select one):

CBD	<input type="text"/>
Urban (non-CBD)	<input checked="" type="text" value="X"/>
Suburban (non-CBD)	<input type="text"/>
Suburban CBD	<input type="text"/>
Rural	<input type="text"/>
Not Given	<input type="text"/>

Competition Within Area (select one):

High	<input type="text"/>
Medium	<input checked="" type="text" value="X"/>
Low	<input type="text"/>

Drive-Through Description :

4 Lanes + 1 ATM Lane

Gross Floor Area (estimated)

12,000 sq. ft.

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday	6	1:18pm
Wednesday		
Thursday		
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday	8	4:41pm
Wednesday	6	11:27am, 1:48pm, 2:23pm, 4:32pm, 5:25pm
Thursday		
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:

Land Use/Building Type:

Name of Business:

Address:

City:

State:

Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):	CBD	<input type="text"/>	Competition Within Area (select one):	High	<input type="text"/>
	Urban (non-CBD)	<input type="text" value="X"/>		Medium	<input type="text"/>
	Suburban (non-CBD)	<input type="text"/>		Low	<input type="text" value="X"/>
	Suburban CBD	<input type="text"/>			
	Rural	<input type="text"/>			
	Not Given	<input type="text"/>			

Drive-Through Description :

1 Lane. Only counted the vehicles waiting in line, not the vehicles currently being washed.

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	6	3:08pm
Thursday	6	3:07pm
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

1 Lane. Only counted the vehicles waiting in line, not the vehicles currently being washed.

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday	1	12:58pm
Wednesday	3	2:53pm
Thursday		
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
Land Use/Building Type:

Name of Business:
Address:
City:
State:
Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
CBD
Urban (non-CBD)
Suburban (non-CBD)
Suburban CBD
Rural
Not Given
Competition Within Area (select one):
High
Medium
Low

Drive-Through Description :

1 Lane. Only counted the vehicles waiting in line, not the vehicles currently being washed.

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday	4	1:48pm
Wednesday	3	4:29pm
Thursday		
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

1 Lane. Only counted the vehicles waiting in line, not the vehicles currently being washed.

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	3	12:37pm, 1:50pm, 3:43pm, 4:41pm, 5:10pm, 7:04pm, 7:30pm
Thursday	4	2:38pm, 4:20pm
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:

Land Use/Building Type:

Name of Business:

Address:

City:

State:

Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):	CBD	<input type="text"/>	Competition Within Area (select one):	High	<input type="text"/>
	Urban (non-CBD)	<input type="text"/>		Medium	<input type="text"/>
	Suburban (non-CBD)	<input checked="" type="text" value="X"/>		Low	<input checked="" type="text" value="X"/>
	Suburban CBD	<input type="text"/>			
	Rural	<input type="text"/>			
	Not Given	<input type="text"/>			

Drive-Through Description :

2 Lanes, Full Service Wash, only vehicles in line were counted, not the vehicles being washed.

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	10	1:03pm
Thursday	6	4:02pm
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

2 lanes. Only vehicles in line were counted, not vehicles being washed.

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	4	6:03pm
Thursday	3	4:37pm, 6:28pm, 7:39pm, 7:51pm, 8:04pm, 8:23pm
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	11	8:50am
Thursday	10	7:57am
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:

Land Use/Building Type:

Name of Business:

Address:

City:

State:

Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):	CBD	<input type="text"/>	Competition Within Area (select one):	High	<input type="text"/>
	Urban (non-CBD)	<input type="text"/>		Medium	<input type="text" value="X"/>
	Suburban (non-CBD)	<input type="text" value="X"/>		Low	<input type="text"/>
	Suburban CBD	<input type="text"/>			
	Rural	<input type="text"/>			
	Not Given	<input type="text"/>			

Drive-Through Description :

1 Lane

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday	7	9:39am, 9:41am
Monday	10	8:39am
Tuesday	12	9:26am
Wednesday		
Thursday		
Friday	12	8:12am
Saturday	8	8:52am, 10:24am

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	14	7:22am, 7:49am
Thursday	16	8:56am
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

1 Lane, Queuing Went Out Onto the Street

Gross Floor Area (estimated)

1,800 sq. ft

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	10	7:42am, 8:41am, 8:59am
Thursday	11	7:33am
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:

Land Use/Building Type:

Name of Business:

Address:

City:

State:

Zip Code:

Date(s):

Weather Conditions:

Location Within Area (select one):	CBD	<input type="text"/>	Competition Within Area (select one):	High	<input type="text"/>
	Urban (non-CBD)	<input type="text"/>		Medium	<input type="text" value="X"/>
	Suburban (non-CBD)	<input type="text" value="X"/>		Low	<input type="text"/>
	Suburban CBD	<input type="text"/>			
	Rural	<input type="text"/>			
	Not Given	<input type="text"/>			

Drive-Through Description :

1 Lane, Queue Lengths Recorded at 5 min Intervals

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	11	8:45am
Thursday		
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday	10	8:09am
Wednesday	12	7:57am
Thursday		
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:

Land Use/Building Type:

Name of Business:

Address:

City:

State:

Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):	CBD	<input type="text"/>	Competition Within Area (select one):	High	<input type="text"/>
	Urban (non-CBD)	<input checked="" type="text" value="X"/>		Medium	<input checked="" type="text" value="X"/>
	Suburban (non-CBD)	<input type="text"/>		Low	<input type="text"/>
	Suburban CBD	<input type="text"/>			
	Rural	<input type="text"/>			
	Not Given	<input type="text"/>			

Drive-Through Description :

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	5	6:04pm
Thursday	5	6:55pm
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
Land Use/Building Type:

Name of Business:
Address:
City:
State:
Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
CBD
Urban (non-CBD)
Suburban (non-CBD)
Suburban CBD
Rural
Not Given
Competition Within Area (select one):
High
Medium
Low

Drive-Through Description :

1 Lane

Gross Floor Area (estimated)

3,300 sq. ft

	Maximum Queue	Time Max Queue Occurred
Sunday	6	4:30pm
Monday	12	12:10pm
Tuesday		
Wednesday		
Thursday		
Friday	10	12:12pm
Saturday	8	9:38pm

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	12	11:46am
Thursday	13	12:23pm
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
Land Use/Building Type:

Name of Business:
Address:
City:
State:
Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
CBD
Urban (non-CBD)
Suburban (non-CBD)
Suburban CBD
Rural
Not Given
Competition Within Area (select one):
High
Medium
Low

Drive-Through Description :

1 Lane

Gross Floor Area (estimated)

3,825 sq. ft.

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	9	8:48am
Thursday	8	8:54am
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:

Land Use/Building Type:

Name of Business:

Address:

City:

State:

Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):	CBD	<input type="text"/>	Competition Within Area (select one):	High	<input type="text"/>
	Urban (non-CBD)	<input type="text"/>		Medium	<input type="text" value="X"/>
	Suburban (non-CBD)	<input type="text" value="X"/>		Low	<input type="text"/>
	Suburban CBD	<input type="text"/>			
	Rural	<input type="text"/>			
	Not Given	<input type="text"/>			

Drive-Through Description :

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	10	12:26pm
Thursday	8	12:17pm, 6:57pm
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	8	5:26pm
Thursday	5	8:13am, 12:10pm, 1:25pm, 3:22pm, 8:54pm
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:

Land Use/Building Type:

Name of Business:

Address:

City:

State:

Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):	CBD	<input type="text"/>	Competition Within Area (select one):	High	<input type="text" value="X"/>
	Urban (non-CBD)	<input type="text"/>		Medium	<input type="text"/>
	Suburban (non-CBD)	<input type="text" value="X"/>		Low	<input type="text"/>
	Suburban CBD	<input type="text"/>			
	Rural	<input type="text"/>			
	Not Given	<input type="text"/>			

Drive-Through Description :

Gross Floor Area (estimated)

	Maximum Queue	Time Max Queue Occurred
Sunday		
Monday		
Tuesday	1	13 times
Wednesday	2	5:55pm
Thursday		
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:

Land Use/Building Type:

Name of Business:

Address:

City:

State:

Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):

CBD	<input type="text"/>	Competition Within Area (select one):	High	<input type="text"/>
Urban (non-CBD)	<input type="text"/>		Medium	<input type="text" value="X"/>
Suburban (non-CBD)	<input type="text" value="X"/>		Low	<input type="text"/>
Suburban CBD	<input type="text"/>			
Rural	<input type="text"/>			
Not Given	<input type="text"/>			

Drive-Through Description :

2 Lanes

Gross Floor Area (estimated)

	Maximum Queue	Time(s) Max Queue Occurred
Sunday		
Monday		
Tuesday	4	5:28pm
Wednesday	4	6:38pm
Thursday		
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

2 Lanes

Gross Floor Area (estimated)

	Maximum Queue	Time(s) Max Queue Occurred
Sunday		
Monday		
Tuesday	2	1:57pm, 3:35pm, 5:48pm, 6:07pm, 7:10pm
Wednesday	2	3:03pm, 3:52pm, 4:07pm, 4:46pm, 5:12pm, 5:20pm, 6:43pm
Thursday		
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

2 Lanes

Gross Floor Area (estimated)

	Maximum Queue	Time(s) Max Queue Occurred
Sunday		
Monday		
Tuesday		
Wednesday	4	2:33pm, 3:31pm, 4:46pm, 4:57pm, 5:28pm, 6:26pm, 6:38pm, 8:20pm, 9:20pm
Thursday	5	4:30pm, 4:52pm, 5:56pm, 6:00pm
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:
 Land Use/Building Type:

Name of Business:
 Address:
 City:
 State:
 Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):
 CBD
 Urban (non-CBD)
 Suburban (non-CBD)
 Suburban CBD
 Rural
 Not Given

Competition Within Area (select one):
 High
 Medium
 Low

Drive-Through Description :

2 Lanes

Gross Floor Area (estimated)

	Maximum Queue	Time(s) Max Queue Occurred
Sunday		
Monday		
Tuesday	3	4:03pm
Wednesday	3	8:34am, 4:04pm, 4:51pm
Thursday		
Friday		
Saturday		

Appendix D

Drive-Through Queuing Data Form

ITE Land Use Code:

Land Use/Building Type:

Name of Business:

Address:

City:

State:

Zip Code:

Date(s)

Weather Conditions

Location Within Area (select one):	CBD	<input type="text"/>	Competition Within Area (select one):	High	<input type="text" value="X"/>
	Urban (non-CBD)	<input type="text"/>		Medium	<input type="text"/>
	Suburban (non-CBD)	<input type="text" value="X"/>		Low	<input type="text"/>
	Suburban CBD	<input type="text"/>			
	Rural	<input type="text"/>			
	Not Given	<input type="text"/>			

Drive-Through Description :

1 Lane

Gross Floor Area (estimated)

	Maximum Queue	Time(s) Max Queue Occurred
Sunday		
Monday		
Tuesday	3	4:49pm
Wednesday	2	12:49pm
Thursday		
Friday		
Saturday		

June 22, 2023

Re: **Popeye's Louisiana Kitchen
Stormwater Memo**
PEI #230238

The existing and proposed impervious areas were analyzed to determine if post development BMPs and detention are required for the proposed Popeye's Louisiana Kitchen.

Existing Site

The existing 21,198 SF (0.49 Ac.) site consists of a paved parking lot and building. The northern portion of the existing site surface drains northeasterly to the Johnson Drive right of way, and the southern portion of the site drains southeasterly to the southerly property line. The existing site consists of 17,891 SF (0.41 acres) of impervious area. See exhibit A1 for reference.

Proposed Site

The proposed project will remove the existing building and a portion of the existing parking lot. A new Popeye's Louisiana Kitchen will be constructed. The proposed site will maintain the existing drainage patterns and surface drain northeasterly and southeasterly. The proposed site consists of 16,780 SF (0.39 acres) of impervious area. See exhibit A2 for reference.

Conclusion

The proposed site results in a decrease in impervious area of 1,111 SF.

Section 500.210 of the Mission Kansas municipal code has adopted APWA for regulating stormwater management. Stormwater detention is not required per Section 5601.3 of the Kansas City Metropolitan Chapter APWA Standard Specifications & Design Criteria, which states that any remodeling, repair, replacement, or other improvements to any existing structure or facility and appurtenances that does not result an increase area of impervious surface on the site is exempt of detention requirements.

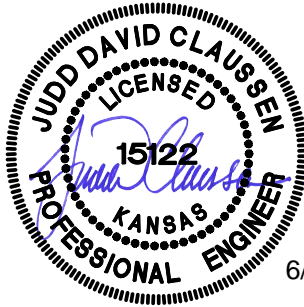
Section 500.215 of the Mission Kansas municipal code has adopted the MARC BMP manual for purposes of stormwater quality management. Stormwater treatment BMP's are not required for this site per Section 4.2.1 of the MARC BMP manual, which states that a previously developed site that maintains or reduces the percent impervious area,

would not meet the definition of a development as stated in APWA 5601.3 and would not require additional stormwater BMP's.

Please feel free to contact me at (913) 393-1155 if you require additional information.

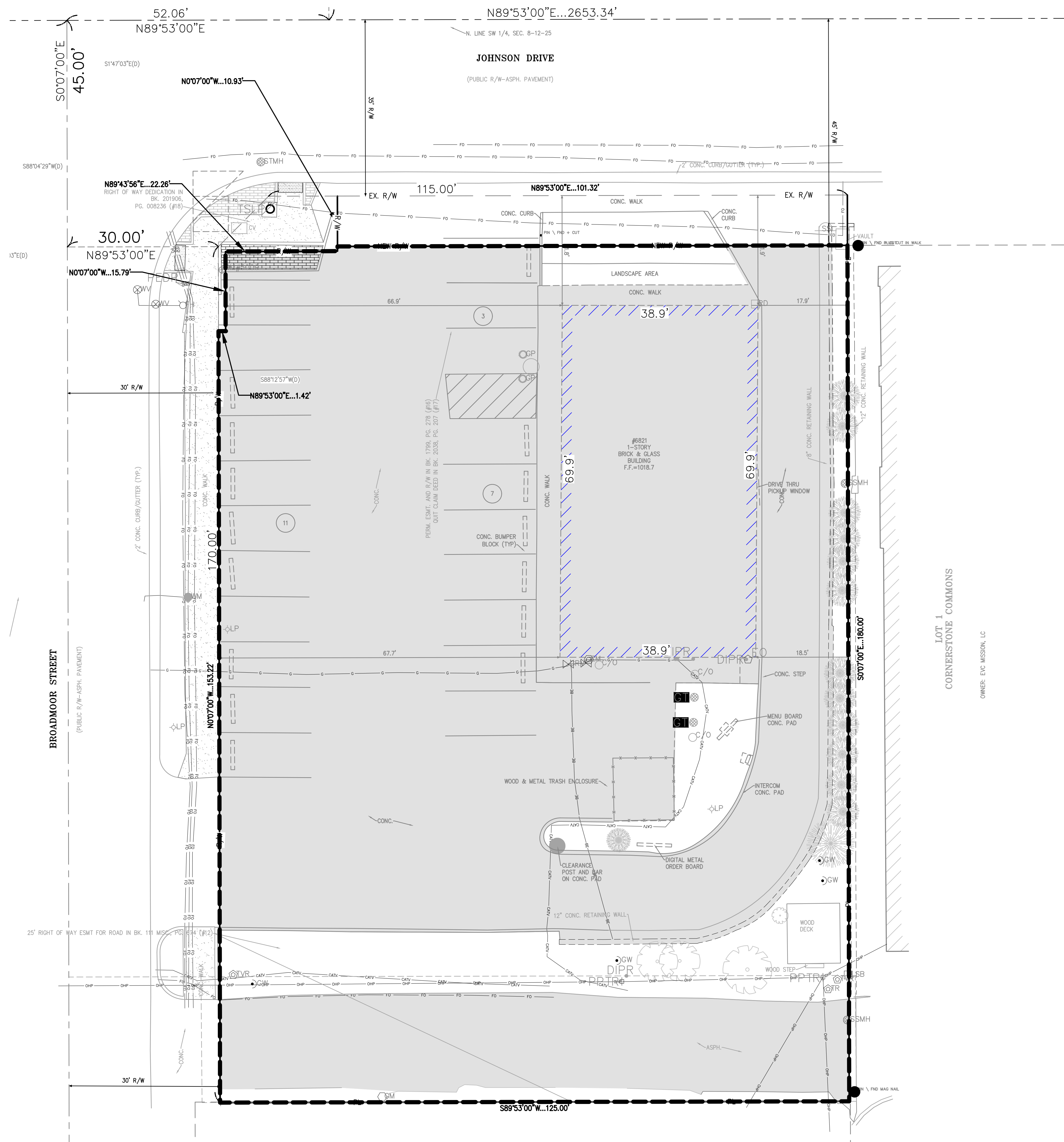
Sincerely,

Phelps Engineering, Inc.



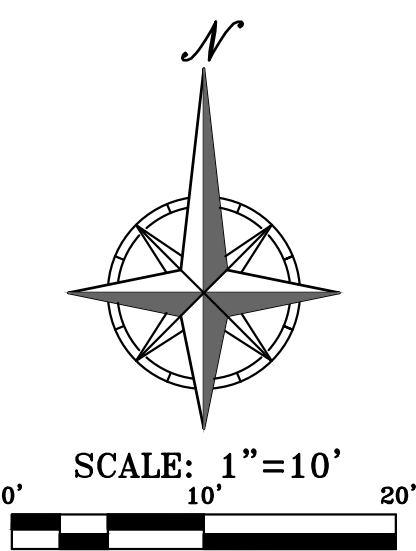
Judd D. Claussen, P.E.

6/22/23

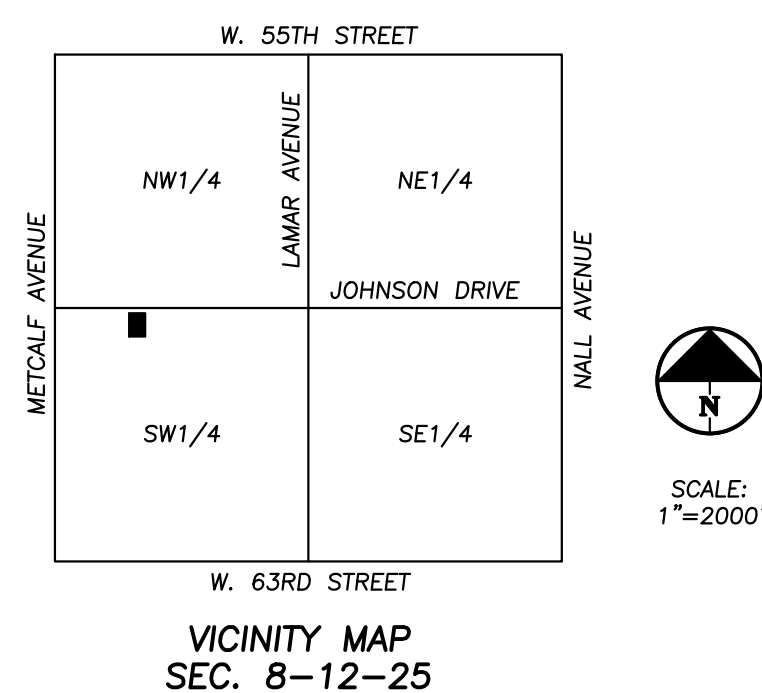


**Know what's below.
Call before you dig.**

UTILITY NOTES:
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN.
UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR
LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN
THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL
FIELD LOCATIONS OF UNDERGROUND UTILITIES CALL 811.



TOTAL LOT = 21,198 S.F. (0.49 ACRES)
IMPERVIOUS = 17,891 S.F. (0.41 ACRES)
OPEN SPACE = 3,307 S.F. (0.08 ACRES)



By	Date	No.	Revisions:
		PROJECT NO. - 2302-28	
		DATE/REV-14-2023 [RHW-4EB]	
		CHECKED: DATE APPROVED: JDC	
		CERTIFICATE OF AUTHORIZATION	
		LAND SURVEYING — LS-82	
		LAND ENGINEERING — E-39f	
		CERTIFICATE OF AUTHORIZATION	
		LAND SURVEYING—207/001128	
		LAND ENGINEERING—207/001128	

SHEET
A1

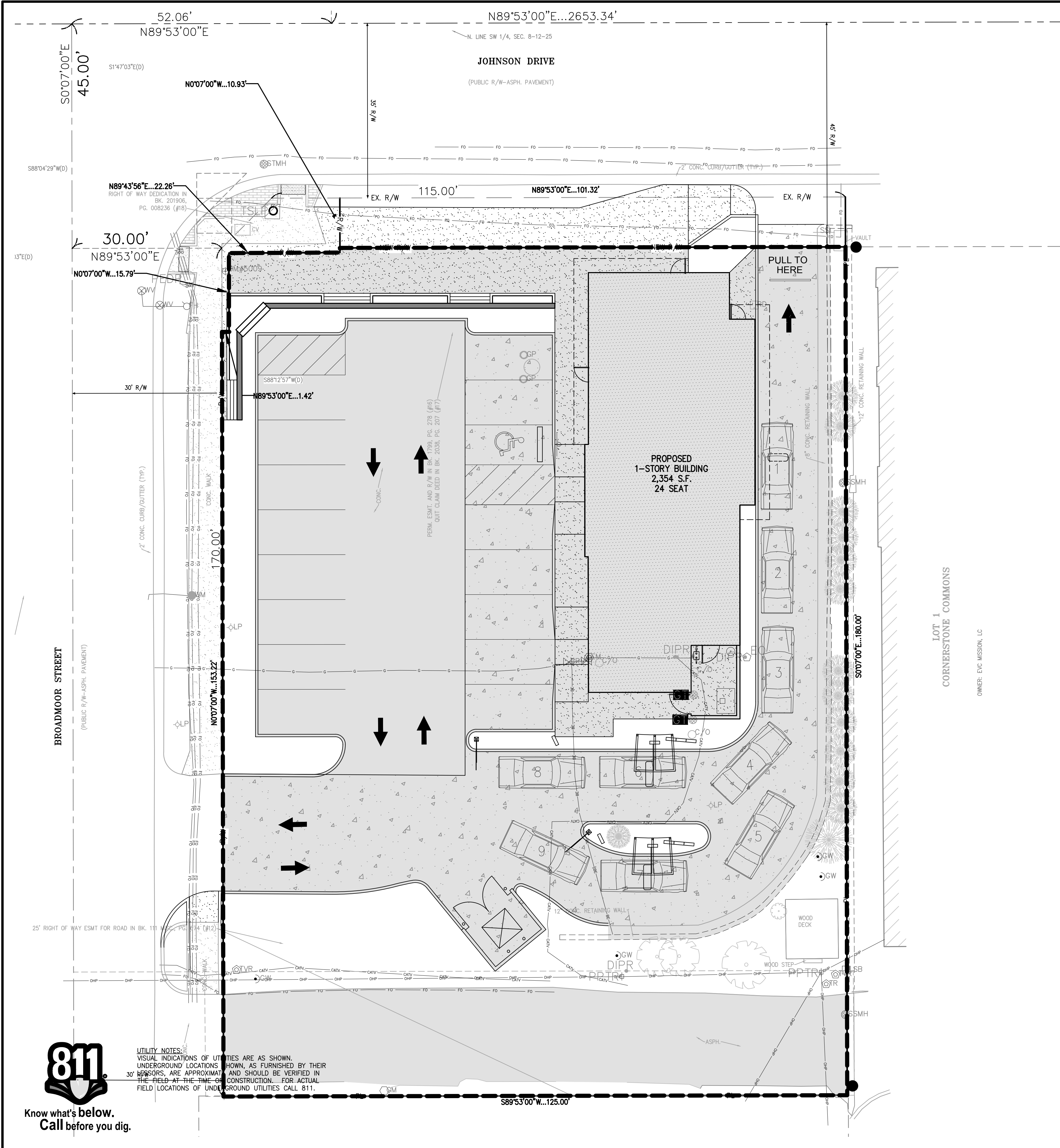
EXISTING CONDITIONS MAP
POPEYE'S LOUISIANA KITCHEN
6821 JOHNSON DRIVE
MISSION, KANSAS 66202

PH

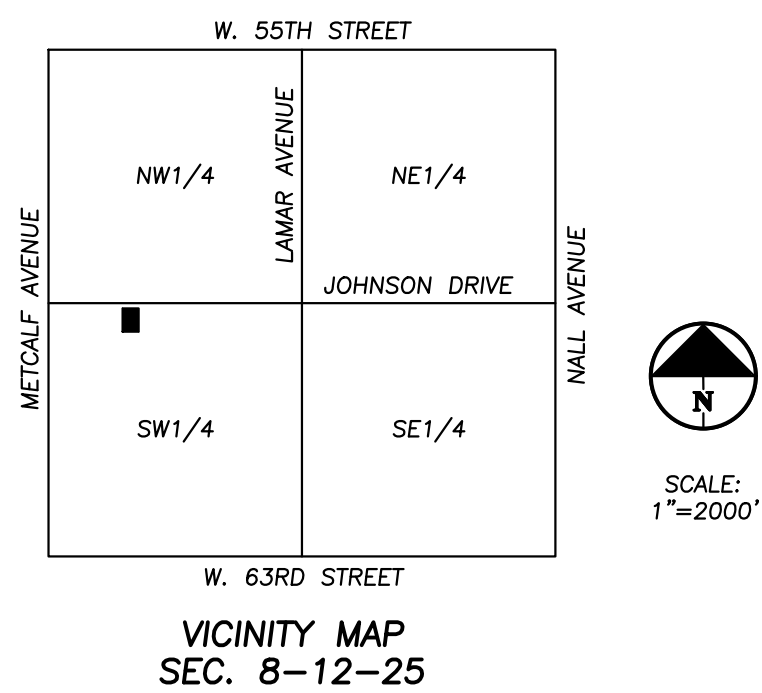
**PLANNING
ENGINEERING
IMPLEMENTATION**

PHELPS ENGINEERING, INC.
1370 N. Winchester
Olathe, Kansas 66061
(913) 393-1955
Fax (913) 393-1166
www.phelpsengineering.com

\\PHELPS-SERVER\Projects\230228\Stormwater\Exhibits\Proposed Conditions A2.dwg Layout A2 Jun 21, 2023 - 11:46am Dakota Bynum

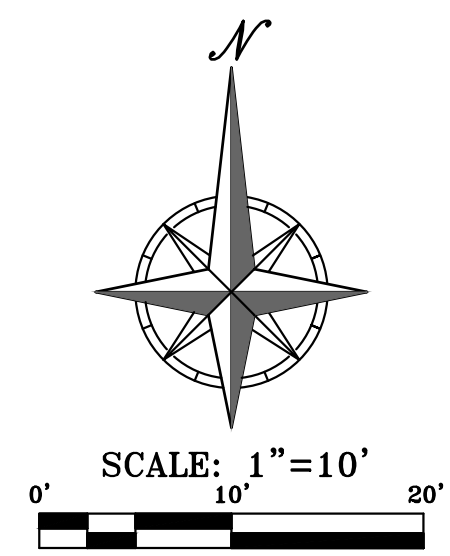


- LEGEND**
- PL — PROPERTY LINE
 - LOT LINE
 - R/W — RIGHT-OF-WAY
 - IMPERVIOUS
 - OPEN SPACE
 - DRAINAGE BOUNDARY FOR LOS VALUE RATING CALCULATION



SCALE:
1"=2000'

TOTAL LOT = 21,198 S.F. (0.49 ACRES)
IMPERVIOUS = 16,780 S.F. (0.39 ACRES)
OPEN SPACE = 4,418 S.F. (0.10 ACRES)



811
Know what's below.
Call before you dig.

PROPOSED CONDITIONS MAP
POPEYE'S LOUISIANA KITCHEN
6821 JOHNSON DRIVE
MISSION, KANSAS 66202

PHILIPS ENGINEERING, INC.
1250 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1165
www.philipsengineering.com

PLANNING
ENGINEERING
IMPLEMENTATION

PEI

PROJECT NO.	DATE	BY	APP.
230228	05-11-2023	DAKOTA BYNUM	
CHECKED: DAF	APPROVED: JDC		
CERTIFICATE OF AUTHORIZATION			
LAND SURVEYING - LS-82			
ENGINEERING - E-361			
CERTIFICATE OF AUTHORIZATION			
LAND SURVEYING-200700128			
ENGINEERING-200700028			

SHEET
A2

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	September 6, 2023
Community Development	From:	Brian Scott

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

RE: Special Use Permit for Discount Sales Outlet - 5470 Martway Street (PC Case #23-17)

RECOMMENDATION: Adopt an ordinance approving the special use permit for Discount Sales Outlet storage at 5470 Martway Street (PC Case #23-16).

DETAILS: The applicant, Leland Lynch, has leased basement storage space at 5470 Martway Street since 1997. Mr. Lynch has utilized the space as extra storage for his store, Discount Sales Outlet, located at 5930 Broadmoor Street, which sells mattresses and furniture.

Mr. Lynch intends to close his store on Broadmoor in the near future as he makes plans for retirement. However, he would like to continue leasing the basement storage space at 5470 Martway Street as he has a business relationship with several non-profit organizations in the area supplying mattress to veterans. To accomplish this, Mr. Lynch needs a business license for the Martway location, and thus a special use permit.

The Martway location is the building that sits at the corner of Johnson Drive, Nall Avenue, and Martway Street and currently has a FedEx/Kinkos and Domino's Pizza store. The building was built in 1955 and has a full basement approximately 10,000 sq. ft. in size. As stated above, Mr. Lynch has been leasing a portion of the basement since 1997. Neither of the retail locations above utilize the basement. The city's Building Official and the Fire Marshal inspected the space and noted potential fire code issues, which have since been corrected.

Mr. Lynch intends to continue utilizing the space for storage only. All orders will be online or by phone. There will be no showroom or customer access. Deliveries of inventory will be via a loading dock at the location.

The Planning Commission held a public hearing at their August 28th meeting to take testimony pertaining to this application. No public testimony was presented other than the staff report and applicant's presentation. At the conclusion of the public hearing, the Planning Commission voted 7-0 to recommend approval of a special use permit to operate warehouse storage for Discount Outlet Sales at 5470 Martway. In their recommendation the Planning Commission stipulated that the time for the special use permit be five years instead of ten years as staff had recommended. Mr. Lynch was agreeable to the amended stipulation.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	Chapter 400
Line Item Code/Description:	N/A
Available Budget:	N/A

CITY OF MISSION, KANSAS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CERTAIN PROPERTY WITHIN THE CITY OF MISSION, KANSAS TO BE USED FOR OR OCCUPIED BY A SPECIAL USE.

WHEREAS, an application for the establishment of a Special Use Permit has heretofore been made to occupy or use property located at 5470 Martway Street for the following use or uses: wholesale mattress and bedding store (d/b/a Discount Sales Outlet); and

WHEREAS, said property is currently zoned “MS-2” Main Street Two business district wherein such uses are not permitted without a Special Use Permit; and

WHEREAS, notice of said original application was duly given as required by law by publication and mailing; and

WHEREAS, a public hearing was held pursuant to law before the Planning Commission of the City of Mission on August 28, 2023, and the recommendation of said Planning Commission was acted upon by the City Council of the City of Mission as required by law:

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

Section 1. Special Use Permit Granted - Pursuant to Section 445.180 et seq. of the Mission Municipal Code, a Special Use Permit to operate a wholesale mattress and bedding store in accordance with the application (PC Case #23-17) on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, Kansas 66202, is hereby granted for the subject property as described below subject to the stipulations in Section 2 and all other laws and regulations.

BLOCK 4 MISSION VILLAGE LT 1 EX W 10' IN ST & LT 2 EX
ELY TR 9.92' ON N & 10.83' ON S BLK 4 MIC 750

Section 2. Stipulations of the Special Use Permit - The Special Use Permit referenced in Section 1 of this Ordinance is hereby granted subject to the following stipulations:

- A. The Special Use Permit is contingent upon the property remaining as-is regarding site design and building structure; should the site be redeveloped in the future, the Special Use Permit may be reevaluated.
- B. The Special Use Permit shall become void if the facility is vacant for six months or more.
- C. If the special use is determined to be in violation at any time of the five conditions of 445.230(B), the Special Use Permit shall become void and violations shall be corrected and an application for a new Special Use Permit shall be made.
- D. The Special Use Permit shall have an initial 5-year term limit that will require an application for renewal at the end of the term.

Section 3. Zoning Remains - The approval of this Special Use Permit shall not change the zoning currently assigned to the property by the Official Zoning Map.

Section 4. Effective Date - This Ordinance shall take effect and be in force from and after its adoption and publication according to law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION on this 20th day of September 2023.

APPROVED BY THE MAYOR on this 20th day of September 2023.

Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM:

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

AT A GLANCE

Applicant:
Leland Lynch, Discount Sales Outlet

Case Number:
23-17

Location:
5470 Martway Street

Project Name:
Discount Sales Special Use Permit

Property ID:
KP37500004 0001

Project Summary:
The applicant requests a Special Use Permit for business operations that include warehouse storage of mattresses and other furniture items to be sold on-line. Delivery and pickup will be provided via a loading dock on the south side of the building, and customers do not enter the premises to conduct transactions.

Current Zoning:
MS2

Proposed Zoning:
N/A

Current Land Use:
Commercial

Staff Contact:
Karie Kneller, Planner

Proposed Land Use:
Warehouse/Storage

☒ Public Hearing Required

Legal Notice:
August 8, 2023



PROPERTY BACKGROUND AND INFORMATION

The subject property is located at 5470 Martway Street, at the northeast corner of Nall Avenue and Martway Street. The structure is approximately 10,000 square feet, and the warehouse activity will occur in approximately 5,000 square feet in the basement of the existing structure. Primary vehicular access to the facility is from Martway Street, where a loading dock is located on the south side of the existing structure. The proposed warehouse facility is within the lower level of the structure, below grade. The business owner/applicant has been storing mattress goods on premises, and City Staff requested an inspection of the current operations upon learning of the warehouse operations on site prior to accepting an application for a Special Use Permit. Planning staff received an inspection memo from the Mission Building Official following an inspection that cited some fire code violations according to the Fire Marshall that would be reevaluated following the initial inspection. No building code violations were noted during the initial inspection.

On August 1, 2023, the Building Official conducted a follow-up inspection to confirm compliance with fire and building codes. An email from the Building Official to the City Planner confirmed that the storage area was compliant and there were no outstanding items to address to conform with fire and building codes. The letter of no violations is part of the Planning Commission packet for this application.

PROJECT PROPOSAL

The applicant has applied for a Special Use Permit to conduct warehouse operations for new mattresses, bed frames and other furniture-related items from the basement of the property at 5470 Martway Street. Business transactions are conducted on-line and customers do not enter the site to conduct business. Goods are sold and delivered from the facility and the facility receives new goods at the loading dock located on the south side of the building.

PLAN REVIEW AND ANALYSIS

Mission Comprehensive Plan

The 2007 and updated draft 2023 Comprehensive Plan's Future Land Use map shows a mixed-use, medium density land use for the subject property and property directly adjacent to the east, and surrounding future land uses include Office on the southeast and southwest corner of Nall Avenue and Martway across the street from the proposed warehousing activity. Capitol Federal is the existing business on the west side of Nall, and other commercial and/or office operations surround the subject property.

Analysis: A small warehousing activity on the south side of the building at the northeast corner of Nall and Martway would not be out of context with the future land use plan or existing operations adjacent to the proposed use as a means to utilize and existing structure.

Municipal Code

Under Article III, “Special Use Permits” in the City of Mission municipal code, the following stipulations apply:

§440.140(E) “Criteria for Considering Applications”

- The character of the neighborhood and extent that the use would be in harmony with nearby properties
- The extent to which approval would detrimentally affect nearby properties
- Relative benefit to public welfare by retaining applicable restrictions compared to the destruction of the value of the property or hardship to the owner with denying the request
- The Comprehensive Plan
- The extent to which utilities and public services are adequate
- The extent that the use creates excessive pollution or environmental harm
- The extent to which there is a need for the use in the community
- The economic impact of the use on the community
- The ability of the applicant to satisfy any requirements imposed
- The recommendation of professional staff

Analysis: It is Staff’s interpretation that (a) a Special Use Permit for the use of the property as a warehouse facility meets all applicable criteria in Article III, §440.140; (b) the facility and its surrounding property are harmonious with nearby properties and does not detrimentally affect public health or property values; (c) the use is consistent with the Comprehensive Plan as mixed-use, medium-density adjacent to office and commercial uses, and the property has adequate access to utilities and public services; (d) excessive pollution or environmental harm have not been reported to Staff’s knowledge, and the operation has not negatively impacted the community economically; (e) the applicant has thus far met all requirements imposed by the City and other regulatory bodies, including an inspection by the City’s Building Official; (f) the warehouse facility benefits public welfare by providing an on-line service to non-profit organizations in the region.

Under §445.210 of the City’s municipal code, Special Use Permits may be for a specified time period or continual. Revocation of a Special Use Permit may be granted if any of the following conditions are met:

- Non-compliance with any applicable requirement

- Non-compliance with any special conditions imposed at the time of approval
- Violation of any provisions of the Code
- Where conditions of the neighborhood have changed to the extent that approval would be unwarranted
- Violation of any State or Federal law or regulation

RECOMMENDATION

It is Staff's determination that the warehouse facility does not currently violate any established municipal requirements and does not currently violate any State or Federal regulations. It is Staff's interpretation that the future land use plan for the property is not consistent with either vertical or horizontal mixed-use operation on the site, but utilizing an existing structure for the proposed purpose does not directly violate the future land use plan. However, if the property is redeveloped in the future, the mixed-use allocation of land would not fit the context of the Comprehensive Plan's intent. Therefore, Staff recommends that the Planning Commission recommend approval for the Special Use Permit on the following conditions:

1. The Special Use Permit is contingent upon the property remaining as-is regarding site design and building structure; should the site be redeveloped in the future, the Special Use Permit may be reevaluated.
2. The Special Use Permit shall become void if the facility is vacant for six months or more.
3. If the special use is determined to be in violation at any time of the five conditions of 445.210, the Special Use Permit shall become void and violations shall be corrected and a new application for a Special Use Permit shall be under review by the Planning Commission.
4. Staff recommends an initial 10-year term limit on the Special Use Permit that shall require an application for renewal at the end of the term.

PLANNING COMMISSION ACTION

Case #23-17 will be considered by the Planning Commission at their August 28, 2023 public hearing.

CITY COUNCIL ACTION

Contingent upon Planning Commission approval, Case #23-17 will be considered by the City Council at their August 28, 2023 public hearing.



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

Development Application

Permit # _____

Applicant Name: Leland Lynch		Company: Discount Sales Outlet
Address: 5470 Martway		
City/State/Zip: Mission, KS 66202		
Telephone: 913 645 5919		
Email: lee@discountsalesoutlet.com		
Property Owner Name: Taula Rose		Company: Woodsonia Real Estate
Address: 17007 Marcy Street Suite 2		
City/State/Zip: Omaha NE 68118		
Telephone: 402 212 1172		
Email: michael@woodsonia.net		
Firm Preparing Application: Leland Lynch		Company: Discount Sales Outlet
Address: same as applicant		
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"/> SUP <input checked="" type="checkbox"/> Plat <input type="checkbox"/> Site Plan <input type="checkbox"/> PDP <input type="checkbox"/> FDP <input type="checkbox"/> Lot Split <input type="checkbox"/> Other (Specify):		
Description of Request		
Please provide a brief description of the request: Storage Area for on-line sales		

Project Details

General Location or Address of Property: 5437 Johnson Dr, Mission, KS 66202

Present zoning of property: Rezoning

Present use of property: Storage

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, Leland Lynch 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

Signature (Owner)

Date 06/05/2023

X

Signature (Owner's Agent)

Date

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

File Fee: \$

Meeting Date

PC

CC

Date Notices Sent

Total:

Receipt #

Date Published

Notes:

Decision

June 9, 2023

Re: Use of space 5470 Martway , Mission , Ks

To Karie Kneller , City Planner

The space below the Fed Ex Building will be used to store mattresses, bed frames and other furniture-related items. All merchandise is received directly from the manufacturer and is brand new. I have worked hand in hand for many years (over 10 yrs.) with the Salvation Army, Restart and Catholic charities to provide mattress for their Homeless Vets programs known as The Supportive Services for Veteran Families (SSVF). These charities have grants with The Department of Veterans Affairs to help homeless Vets regain control of their lives. I served in the United States Airforce so early on I took a particular interest in being a part of their Mission. As the years have passed their dependance has grown on my company's ability to provide affordable bedding and deliver and setup, since the Covid Pandemic I have been their sole provider for these services. We deliver a 100-mile radius of KC that includes Topeka, Manhattan, Leavenworth as well as the entire Kansas City Metro . I have attached letters from The Directors of The Salvation Army and Restart as to the relationship they have with my company As well as a few of the case workers that I deal with on a weekly basis by text or email, feel free to contact them.

The Salvation Army and Restart are my biggest users and to this date this year we have delivered for the Salvation Army 63 Vets, Restart 25 Vets Catholic Charities has had only a few .

Although the entire space is 10,000 sq ft will be using only around 5000. I have rented this space since 1997 and at that time I was told by the City that if its for storage there wasn't anything I needed .

There will not be any signage needed , no customer has ever been in the warehouse .

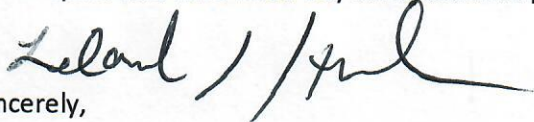
There will not be any hours of operation. We simply store the product

We deliver on Tuesday, Thursday, and Saturday's . We load up and go deliver only .

We use the loading dock area located on the Martway side of Fed Ex

The only employee that I will have is my delivery man , Danny Vela who has been with me for over 15 years .

As an outcome of the Inspection by the Fire Inspector we have become aware of the fire codes related to the space and have hired Day Constuction to perform these updates which should take place shortly


Sincerely,

Karie Kneller

From: Jim Brown
Sent: Thursday, June 8, 2023 12:38 PM
To: Karie Kneller
Subject: Discount Sales Outlet- Bldg/Fire Code Analysis for SUP
Attachments: MISSION- CODE ANALYSIS LETTER- Discount Sales Outlet- Warehouse.pdf

Karie,

The Fire Marshal and I met on-site with the owner of Discount Sales Outlet this morning to investigate and evaluate the proposed basement storage area. (we referenced the code analysis attached, as a guide for this investigation)

Our onsite-investigation revealed:

1. The existing building was constructed in 1955. The exterior basement walls are concrete and the floor ceiling assembly separating the lower and upper floors is a ribbed concrete design which typically equates to not less than a 2-hour fire resistance rating.
2. All storage of mattresses in the west portion of the basement will be completely removed.
3. The existing fire doors in the fire separation wall assembly will be secured thereby restricting access to the west portion of the basement to the Fed Ex space only.
4. Currently Fed Ex does not use this basement space for any purpose.
5. In the east portion of the basement an existing vault (which served a previous bank) remains.
6. The vault serves as its own independent fire area and the existing construction would equate to no less than a 3 hour(or greater) fire resistance rating.
7. The remaining inventory of mattresses will be relocated to the existing lower level vault. This reduced area of storage would not require the installation of a fire sprinkler system.
8. The existing ceiling height in the basement area is compliant.
9. There are no existing issues with egress, travel distance or exiting components.
10. The Fire Marshal has scheduled a follow-up inspection August 1, 2023 to re-inspect for compliance.

Jim Brown, CBO, LEED Green Assoc.

Building Official

6090 Woodson St. | Mission, KS 66202 | 913.676.8363

jbrown@missionks.org



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Karie Kneller

From: Jim Brown
Sent: Tuesday, August 22, 2023 1:05 PM
To: Karie Kneller
Subject: Fw: Discount Sales Outlet- Bldg/Fire Code Analysis for SUP
Attachments: MISSION- CODE ANALYSIS LETTER- Discount Sales Outlet- Warehouse.pdf

Karie,

As a condition of the inspection report provided June 8, 2023, (below) a follow-up inspection was performed on August 1, 2023.

All items noted in the inspection report have been satisfactorily addressed. The storage area is compliant with no outstanding items.

Jim Brown, CBO, LEED Green Assoc.

Building Official

6090 Woodson St. | Mission, KS 66202 | 913.676.8363

jbrown@missionks.org



From: Jim Brown <jbrown@missionks.org>
Sent: Thursday, June 8, 2023 12:37 PM
To: Karie Kneller <KKneller@missionks.org>
Subject: Discount Sales Outlet- Bldg/Fire Code Analysis for SUP

Karie,

The Fire Marshal and I met on-site with the owner of Discount Sales Outlet this morning to investigate and evaluate the proposed basement storage area. (we referenced the code analysis attached, as a guide for this investigation)

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Kansas & Western Missouri Division

The Salvation Army

"...there is no reward equal to that of doing the most good to the most people in the most need." -Evangeline Booth

June 8, 2023

Re: The Salvation Army SSVF Program and Discount Sales Outlet

To Whom It May Concern:

The Supportive Services for Veteran Families (SSVF) program, developed as part of The Department of Veterans Affairs strategic plan to end Veteran homelessness, assists single Veterans and Veterans with Families who need assistance in obtaining or maintaining permanent housing. In the Kansas City area, Discount Sales Outlet has for over 10 years supplied mattresses to Veterans we have served and continue to serve as part of SSVF in the Kansas and Western Missouri Division of The Salvation Army.

When a Veteran needs a mattress, the SSVF Case Manager will reach out to Mr. Lee Lynch of Discount Sales Outlet and provide him with the Veteran's name, need, contact information, and address. Discount Sales Outlet will contact the client and arrange for a delivery date and time, usually within 24-48 hours, and in some cases less than that for emergencies. SSVF has been extremely pleased with the quality of the service and mattresses provided by Discount Sales.

Discount Sales Outlet has grown to be a very dependable source and has helped the SSVF program accomplish the mission of helping Veterans maintain permanent housing by providing them with just some of the basic needs necessary to help prevent homelessness. We look forward to continuing our relationship with Discount Sales Outlet and many more years of working hand in hand to help provide Veterans what they need.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. R. Thom".

Matthew R. Thom
Director, Supportive Services for Veteran Families

DIVISIONAL HEADQUARTERS

3637 Broadway, Kansas City, MO 64111

Phone 816.756.1455

www.salarmymokan.org

Brian Peddle
General

Commissioner Brad Bailey
Territorial Commander

Major Kelly J Collins
Divisional Commander



918 East 9th Street, Kansas City, MO 64106-3072
(816) 472-5664 • (816) 472-6127 • 24 Hour Youth Hotline (816) 309-9048
www.reStartinc.org

June 6, 2023

To whom this may concern:

This letter is to communicate to you the ongoing partnership reStart's Supportive Services for Veteran families (SSVF) has had with Discount Sales. Our agency received the (SSVF) grant in FY14 and has been working with Discount Sales to rapidly house homeless veterans. Discount Sales aligns with our mission to house homeless veterans rapidly by responding to email or text the same day and within 24-48 hours delivering a bed and bedding to recently housed veterans.

Discount Sale is needed and is a staple in the community meeting the immediate demands of the (SSVF) programs for beds.

If you require additional information, please reach out by email or phone at: (816) 214-2584.

Sincerely

Robin Johnson

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	September 6, 2023
Administration	From:	Robyn Fulks

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

RE: August 2, 2023 Community Development Committee minutes.

RECOMMENDATION: Review and accept the August 2, 2023 minutes of the Community Development Committee.

DETAILS: Minutes of the August 2, 2023 Community Development Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered accepted as presented.

Draft minutes are linked to the City Council agenda packet so that the public may review the discussion from the committee meeting in advance of the Council action on any particular item.

CFAA CONSIDERATIONS/IMPACTS: N/A

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



MINUTES OF THE MISSION COMMUNITY DEVELOPMENT COMMITTEE

August 2, 2023

The Mission Community Development Committee met at Mission City Hall and virtually via ZOOM on Wednesday, August 2, 2023. The following Committee members were present: Sollie Flora, Trent Boultinghouse, Mary Ryherd, Ken Davis. Councilmember Chocie and Councilmember Inman joined the meeting via Zoom. Councilmember Loudon called the meeting to order at 6:30 p.m.

The following staff were present: City Administrator Laura Smith, Deputy City Administrator Brian Scott, Deputy City Administrator Emily Randel, City Clerk Robyn Fulks, Parks and Recreation Director Penn Almoney, Budget and Finance Director Christine Korth and Chief Dan Madden.

Public Comments

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

Kim Donoway of Mission, KS spoke about her concern of the Summit Condominiums on Lamar Avenue not maintaining the sidewalk and keeping the trees trimmed as they are supposed to allow the sidewalk to be accessible. She also asked that weeds growing high at buildings on Martway Street be addressed with the owner, even if the property is vacant.

Public Presentations/Informational Items

There were two public presentations tonight.

Preliminary Development Plan – Residence on Rock Creek Phase II – (PC Case #23-13)

Deputy City Administrator Brian Scott presented to the Committee that the Developers of the project Residence on Rock Creek, which is currently under construction at 5399 Martway Street, have expressed an interest in completing a phase II of the development on the parcel of property to the project's east, which is currently a large parking lot formerly associated with the Mission Bank building. He presented that an application for the preliminary development plan (PDP) was submitted in May of this year. The PDP indicates an apartment building that will be five stories in height, four stories of

construction on top of a one-story podium parking structure, with approximately 96 apartment units. 20% of the units will be two bedrooms, with the remaining units being a combination of 1 bedroom and studio apartments. Additionally, a 1,075 square foot retail space on the ground floor in the northwest corner, visioned to be a coffee shop or small cocktail bar. Mr. Scott shared that the zoning for the project site is MS-2, as is phase I of the project. The maximum height for MS-2 is 3 stories of 45 feet and 35 units per acre, so the applicant is requesting a deviation from these two requirements for a building height that is five stories in height or 58 feet and 55 units per acre, which are consistent with the phase I development deviations. The site will accommodate 98 parking spaces, with 7 additional on street parking spaces for the retail component. The parking requirements for MS-2 are one parking space per bedroom, which would equate to 112 parking spaces, therefore the applicant is proposing a cross-parking agreement with the owner of the Mission Bank building on the north side of Martway to allow for shared parking.

Mr. Scott shared that the Planning Commission heard the PDP application on July 24. There were no public comments at that time and the Planning Commission approved the PDP 7-0. Mr. Scott also noted that this item will be on the City Council agenda at the August 16 meeting.

Councilmember Davis asked if there had been any discussion with neighbors on the other side of the creek. Mr. Scott replied that the PDP public hearing was noticed in The Legal Record, and that certified mail notice was sent out to all neighbors within 200 feet of the site. Staff did receive one phone call from a resident with questions about what was happening.

Councilmember Loudon asked what neighbor reactions were to phase I of the project in 2020 when it began. Mr. Scott replied that a neighborhood meeting was held ahead of the Planning Commission public hearing. The neighborhood meeting generated interest from neighbors, however very few showed up for the public hearing after the neighborhood meeting. Traffic concerns were mentioned at that time, and Mr. Scott stated that a traffic study with traffic counts would be done ahead of phase II. Otherwise, there was no strong opposition. He believes that Councilmember Chociej could speak to the input from those meetings as he lives in that area.

Councilmember Chociey recalled that he did attend the neighborhood meetings and spoke with neighbors at the time as well and he feels residents were curious and somewhat concerned, however after discussions, feedback was positive. There were a household or two worried about traffic, but not strong opposition.

Councilmember Loudon asked if there were concerns about the height of the project. Mr. Scott replied that there was not. HE stated that there is quite a bit of distance between the site and the neighbors to the south of the creek, and the properties on the south side of the creek are actually at a higher elevation than the site is on. He stated there is always some concern about light and sound pollution, but the Developer has made a conscious effort to reduce lighting and for screening along the existing development.

Councilmember Davis asked for additional information related to the parking agreement with regards to the parking across the street. He wanted to know how long the agreement would be for. Mr. Scott stated that the parking agreement would be in perpetuity and run with the land, therefore the agreement between the Developer and the owner across the street. The agreement will be recorded and stay with the land and applicable for any future owner.

Councilmember Davis also asked if any discussion had been had about the staging of materials for phase II as the materials staging was done primarily on the proposed phase II site for phase I. Mr. Scott answered that those conversations had not happened yet and would be more of a discussion with a general contractor once they are hired on. He believes the Developer's intent is to use the same general contractor for phase II as who is working on phase I. He believes they would like the work to be seamless between the two phases.

City Administrator Laura Smith also indicated to the Committee that the Developer does intend to ask for incentives for phase II, so there will be additional discussion for the Council's consideration of that ask.

Councilmember Chociey commented that he noticed there is a requirement in the Planning Commission approval to look at the crosswalk situation, and he

was glad to see that and was hopefully that will be reviewed carefully. He believes better pedestrian facilities to cross Martway are already needed and will be more needed once these projects are completed. He hopes that more than one crosswalk and other pedestrian improvements will be reviewed. He also commented that, because the transit center is directly across the street from the development, those parking requirements of one stall per bedroom may not be as necessary because residents would be able to rely on public transportation. His final comment was regarding the height of the development. He believes that because of the higher elevation of the homes on the south side of the creek, the height of the project is not as much of an issue. Trees and vegetation also help with screening compared to the houses near phase I.

Councilmember Loudon asked if Staff or Council had been aware of a desire for phase II of the project. Mr. Scott answered that at the time phase I was presented and approved they were not, however the Developer approached Staff shortly after that approval for conversations about purchasing the lot and developing it in some way.

Ms. Smith added that the Developer spoke with several Councilmembers who were at the phase I groundbreaking about the idea of pursuing a phase II. Mayor Flora added that that information was correct.

Tobacco Retailer Buffer Regulations – Zoning Code Amendment (PC Case #23-14)

Mr. Scott's second item of the evening was regarding amendments to the City's zoning code to add tobacco retailer buffers. Mr. Scott reviewed that Mission has long been a leader in promoting community health and adopted an indoor smoking ordinance in 2008 prohibiting smoking indoors anywhere but in private homes. He also noted that, for the last few months, the Council has been focused on discussions surrounding electronic cigarette retailers and vape shops and what can be done to mitigate the potential for these shops in Mission, particularly to prevent access to youth (those under age 21) to tobacco and electronic cigarettes. He also reviewed that an Ordinance was passed in March of 2023 establishing a 150-day moratorium on business licenses for businesses that sell tobacco in order to give Staff time to work with legal counsel to research and write an Ordinance to stipulate the distance requirements between

establishments that sell tobacco. The draft was presented to the Planning Commission during the July 24 meeting, and a public hearing was held. The Ordinance will provide a 1000-foot buffer between existing businesses that sell tobacco products and any potential new retailer who may come in as well as a 1000-foot buffer between new tobacco retailers and churches, schools and parks. The Planning Commission approved recommendation on this Ordinance 7-0.

Ms. Smith asked Mr. Scott to confirm that no comments were made at the public hearing, and he confirmed that was correct.

Councilmember Davis mentioned that a letter in support of the Ordinance was written by the Tobacco Free Kansas Coalition, and it was included in the Committee packet. He also asked Mr. Scott if the Gateway site, specifically, would be included in this Ordinance. Ms. Smith stated that there are a number of uses included or excluded from mixed-use zoning classification and that Staff wanted to revisit. Because no current development is happening on the Gateway site, they feel there is time to do so without carving out single exceptions, however that work is on the radar of Staff.

Councilmember Davis asked if the moratorium would be allowed to lapse on August 21. Ms. Smith explained that the Council would have to take action to extend it otherwise it will automatically lapse.

Action Items

Acceptance of the July 5, 2023 Community Development Committee Minutes

Minutes of the July 5, 2023 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.

Interlocal Agreement for 2022 Stormwater System Renewal Project/2022 Mission Street Repair

Ms. Smith presented the second action item as Public Works Superintendent Brent Morton is out of the office this week. Ms. Smith shared that this interlocal

agreement will allow for a reimbursement of funds from the County for stormwater work completed in 2022 done in conjunction with the 2022 Street Preservation Program. She explained that this is the last formal step to allow for Staff to apply for reimbursement of approximately \$43,884 through the Johnson County Stormwater Management Program.

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.

Powell Community Center (PCC) and Mission Square Parking Lot Repairs

Parks & Recreation Director Penn Almoney presented the final action item of the evening. He explained that an agreement was entered into with Mission Square that required the Community Center to maintain Mission Square's parking lots along with theirs. The most recent improvements to the parking lots were in 2015 the Community Center parking lot was seal coated, and in 2019 Mission Square had significant done to depressions and leaks in their parking lot, along with seal coating. In 2021 a mill and overlay of 10-12 areas in the parking lot and crack sealed the lots. Weather and use have caused a need for further repairs in the parking lots. Mr. Almoney reached out to five contractors and received back two bids for the work. Prime Asphalt had the lowest and most responsive bid at \$21,300.00. Staff had initially set aside \$57,000.00 for the project. Staff recommends approval of the contract with Prime Asphalt for crack fill, seal coat and mill and overlay for \$21,300.00. Mr. Almoney anticipates the project will occur in late September or early October in coordination with Mission Square.

Ms. Smith clarified, for newer Councilmembers, that the agreement with Mission Square was entered into after the parcel was sold to Mission Square for development. Prior to that it was part of the community center parking lot. Mission Square is a not-for-profit entity so a PILOT (payment in lieu of taxes) agreement was entered into. Mission Square contributes between \$45,000 and \$50,000 per year, part of which buys memberships at the community center for their residents. Additionally, those funds help offset maintenance responsibilities.

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.

Discussion Items

Powell Community Center Feasibility Study and Business Plan

Mr. Almoney presented to the Committee the Powell Community Center feasibility study and business plan. He introduced the plan and reviewed that, initially, Staff expected the plan to be completed in 6-8 months, however that was extended to approximately a year and a half. He stated he was happy to be at a point to discuss some of the findings now.

Mr. Almoney gave a brief history, stating that the community center was an early adopter in the region and was built in 1999 and then expanded in 2004 by almost double, and thrived for a long time. In the past ten years though, other cities have improved programming and built their own community center facilities to meet residents needs, which have peeled away memberships. Those newer spaces have similar experiences and amenities in a bit newer space. Additionally, Mr. Almoney reviewed that the Covid-19 pandemic also greatly affected memberships at the community center. Community decisions did also hasten some evolving trends. Long term sustainability discussion surrounding the center brought Staff to this point.

Mr. Almoney reviewed that cost recovery pre-pandemic was around 75% and was trending a bit downward. Mr. Almoney explained that, in working with the consultant for the study, an original lookback timeframe was skewing data due to the fact that the timeframe of the pandemic changed things quite a bit. A five-year lookback period was then used, which Mr. Almoney found helpful for himself to see trends on a more long-term basis. He saw that membership trends were declining even prior to the pandemic. Mr. Almoney reviewed that cost recovery percentages were 34% in both 2020 and 2021. In 2022, Staff secured a Child Care Aware grant which helped cost recovery increase to 55%. The PROS analysis calls for a goal of 70% cost recovery in the next two to three years.

Mr. Almoney reviewed that the goal for him is to have a business plan in place and to follow it in order to relieve some of the ripple effect on the General Fund. He hopes to utilize the tools PROS provided during the year and a half project. PROS has been great about gathering data and meeting with team members to help them understand the data and then also, modeled the data to show what

the data means. Additionally, he and his team will sustain and delivery quality programs and services and ensure that the center is not unintentionally bleeding into the subsidy for budget allotment for other elements.

Mr. Almone reviewed the framework that PROS provided, where they reviewed programs and revenues, set goals, reviewed staffing levels (both ideal and existing), reviewed how and why they deliver the programs they do, received feedback on lifecycle analysis of programs, including when to introduce new programs and when to consider retiring programs once they hit the saturation stage. They also reviewed how the facility is managed and used, including how hosting City meetings affected rental abilities. Finally, cost analyses were reviewed with an emphasis to ensure enough time is being set aside to do those analyses for each program.

Mr. Almone then reviewed key findings:

- Recreation programming has shortages to generate revenue to aid cost-recovery. Mr. Almone believes that programming can be adjusted to better times of day and to find programming that has a wider appeal to patrons.
- Strong rental record, but fees are not accounting for all costs. Mr. Almone stressed that rentals are continuing to pick up to pre-pandemic levels. His takeaway is to lean into those rentals and continue to build on the rentals and market spaces. He did note that the rental fees are not accounting for all of the costs of the rental, such as staff maintenance and pickup. He believes that setup and takedown time were not factored into considerations of rental costs previously but will be with a 1.5-hour duration rather than 1 hour.
- Capacity use analysis was great for the team to look at and review. The process has shown his team how to deliver what the end user needs, and the analysis will be a heavy part of programming decisions.
- Existing program portfolio needs strengthened, which Mr. Almone believes the earlier conversation about introducing new programming and retiring old programming.
- Individual and organization use fees need review with intent to aid cost-recovery. Mr. Almone believes that offering an affordable option without having honest conversations about affordability, you put yourself in a difficult situation. He believes that part of his team's task going forward is to review the analysis and how to meet cost-recovery goals while also making the facility as accessible to patrons as possible.

- Utilize key performance indications (KPI) to measure against goals. Mr. Almoney mentioned that monthly attendance would be a KPI, as would number of members each month. Those are important to use to drive decisions and Mr. Almoney finds the models provided by PROS will allow his Staff to use those KPIs and translate them to decisions.
- Membership options – PROS and some Councilmembers have mentioned that too many options are available for membership. Membership offerings have been slimmed down to make them simpler for all patrons. He believes strides have been made, and based on PROS recommendations, he will ensure that the pricing is fair to allow for cost-recovery.
- Transparent and dedicated marketing plan, which Mr. Almoney has discussed with Ms. Randel in conjunction with discussing an upcoming marketing contract bid later this year. Marketing will be at the forefront of the conversation in order to meet the needs of rentals, parties and membership.
- Staff catching up on deferred maintenance – Mr. Almoney began the work of catching up on deferred maintenance since his arrival in 2019. They are getting closer to a reasonable level of maintenance and Capital Improvements which is exciting as that will clear up more time for other projects and work.
- Facility use and budget reports need to be more effective to reflect monthly activity – Staff didn't have access to data in a reasonable way, and a lot of data had to be cleaned up to give accurate information to PROS. Staff is hopeful to create some reports to clean things up and make better use of the data available to help make decisions.
- Dedicated staff in meeting patron needs – PROS was very complimentary about the dedication and needs-based focus of Staff.
- In-house marketing increased through evaluation – PROS found that in-house marketing had improved over the course of their time working on the report.
- Staff have high customer service standards – PROS found that staff work very well with patrons and have a high level of customer service. Mr. Almoney was proud to hear that as customer service is something he works with his staff on at weekly meetings.

Mr. Almoney next reviewed staff's next steps based on the business plan. He reviewed that the plan helps deliver tools, models and worksheets that will move decision making in the short and long term. Mr. Almoney then showed an example of prime vs. non-prime use. In terms of rental use, PROS has shared

the prime vs. non-prime times. Prime time for the facility 5:30 – 9:30 p.m. each weekday. On weekends, the prime time is 12pm or 1pm – 6pm. Mr. Almoney has learned to compartmentalize any programming or offering in a prime time is competing against a rental or potential partnership. Non-prime time is when Staff needs to bring in patrons while competing with other interests such as work, school, errands, and activities. His staff will work to market and find opportunities to bring in patrons during non-prime time. A calculation was provided by PROS to take the available hours compared to the number of hours booked for a total percentage. Mr. Almoney showed percentages for December with a total prime hours use of .5%. That number should be .6% for optimal cost-recovery to meet goals. His final percentage showed about 40% total usage. He acknowledged that his team has some work to go to get to capacity use, but the information provided will help create and adopt a plan to move forward.

Mr. Almoney next reviewed implementation. The number one goal of Staff is to create a revenue policy for the community center. Neighboring communities and facilities have one, and Staff has gathered up those to use as examples. That will be a short-term deliverable. Part of the revenue policy will balance essential vs. important vs. value added and help find the threshold for Mission. Fees, charges, refund policies, balance of discounts for residency will all be things included in the revenue policy as it gets built. That will help with transparency as well.

Mr. Almoney also reviewed staff needs, including bringing on a business manager to replace a supervisor position that has been empty since January of 2022 due to a retirement. PROS recommended a title change to show the position is an analysis position with some financial elements and needs financial knowledge. Staff will work on the job description while discussing vital skills within the role.

Key team members will be trained on tools models and policies, and the program lifecycle will be refreshed. Mr. Almoney thought the process of getting program coordinators and supervisors together and discussing programs would be difficult, however that was not the case. He believes that, with the final iteration of the feasibility study, Mission sits comfortably within the best practices outlined by PROS with some work to do to retire some programs, however many are healthy which was reassuring to him. He believes keeping the life cycle analysis current and up to do will be helpful, and the analysis will be completed annually. Mr. Almoney also mentioned that his team will use prime vs. non-

prime space use and availability and become very familiar with those ideas and calculations. Finally, Mr. Almoney mentioned that any data gaps and deficiencies will be addressed so that Staff can speak to all of the elements of the center with certainty and confidence.

Councilmember Davis asked if Staff requirements for Parks + Recreation outside of the community center (i.e. community events) were considered with regards to the study and how they could be segregated out from the community center specifically. Mr. Almoney answered that those events are an impact as the same team running programs runs events outside of the community center. In terms of impacts, that work was rolled into the community center because of the amount of planning and work that goes on prior to the events. They are rolled into the operations of the community center and were not segregated out. He believes that work is an element that can begin being fine-tuned at the higher levels of analysis of the study.

Ms. Smith added that work is something that will be costed out. She pointed out the cost analysis and mentioned that Staff will work to have clearer data as to how much time is used, supply expenses, etc. Community events will be costed just like events that take place in the facility. She also mentioned that community events will be for a larger community benefit and may be subsidized at a higher amount. She also acknowledged that, when considering fees for other events, the costs of community events that are highly subsidized will also be considered. She recognized that community events are a bit of an anomaly, but they will still be analyzed and costed like any other program.

Councilmember Davis next discussed the Family Adoption Program and other community outreach programs that happen during November and December. With the mention that December is the highest usage month earlier in the presentation, he worries that those programs are taking up space in the community center that could be used for rentals and other programs that make money. He is concerned that space allocation of those outreach programs is not being considered. Mr. Almoney confirmed that conversation was part of the discussion, and, because he serves on the Family Adoption Committee, he was able to speak as to the impacts of the program during the study. He was able to minimize the Family Adoption program on the community center. There is still an impact, but it's not as large as it once was. He is able to steer programming of the Family Adoption Committee to use as little community center resources as possible including using alternative locations to avoid a large impact on rental use. He also acknowledged that the discussion is necessary for

clarity moving forward. Councilmember Davis replied that even the issue of storage, whether it be gifts to be wrapped or food, have an impact. Ms. Smith replied that it's all part of the capacity analysis to look at what spaces are out of commission for programming or rentals due to storage of goods for the adoption program. She also pointed out that Staff will be able to show the potential with percentage of time (both prime time and non-prime time) that the spaces are allocated for non-revenue generating activities. Those activities could be the family adoption program or even city meetings including homes associations meetings. Anything taking place in the building that a fee is not being charged for will be considered in the next stage of really in-depth analysis that is worked out.

Councilmember Davis asked Mr. Almoney about his level of satisfaction of the report in comparison to the cost of the work. Mr. Almoney replied that he has no doubt that he is a better Director after going through the study process. He believes that, in spending a significant amount of time in the report both to understand and provide clarification, and he believes Staff has done a better job clarifying content. He's unsure of a fair market value on the level of understanding both he and his Staff gained, however he believes the money is money well spent. He would have liked to have the results quicker, however he feels the process has made his department better and much more able to speak to a higher level of detail. Councilmember Davis asked if Mr. Almoney would have hired them again in retrospect. Ms. Smith commented that they would have been fired if Staff had not been satisfied with the work at any stage of the process. She also mentioned that a unique set of circumstances, including and most of all the Covid-19 pandemic, and spoke to the high level of data collection and helping PROS make sense of the data provided to get to the tools. She believes the real deliverables are the costing models, policies that can be built on the study results and spreadsheets that will help with capacity analysis. Once using the tools from PROS becomes familiar it will quickly become routine. She believes the Staff has worked hard to ensure that the deliverables were both structured in the right way and were understood well by Staff to ensure that once PROS is not part of the team Staff will feel confident using the tools they provided. She believes it's an exciting opportunity to be able to dig in and implement, train and consider the facility in a different way. Councilmember Davis followed up by asking, when implementation begins, when will re-evaluation from a consultant happen. Ms. Smith indicated that, as best she could remember, PROS recommended updating business plans on an annual basis, but an 8-10-year timeline would be looked at for an updated study from a consultant. She believes that doing work analyzing trends and market share

portions with an emphasis on real marketing, with programming that can capture the market and using professionals to help with marketing, will be front and center. Using the tools and not just putting the study on a shelf after the process is complete will be fundamental in keeping up with those trends and market shares. Staff has already been using tools provided to move forward. She also mentioned that a few final corrections will come in the next week or so. In March a work session showed the Committee the fundamental items, with some fine tuning coming. She and Mr. Almoney wanted to ensure that if neither of them are still with the City, whoever picks up the study can use it with the context and uniqueness of the timeframe in which the study was completed.

Councilmember Boultinghouse thanked Mr. Almoney for his time and work on the process. He is on the stakeholder committee for the study and is invested in the final product. He also wanted to ask a few questions that came out of the presentation and study. He began by asking what changes are going to be made to quickly and accurately capture the data going forward. Mr. Almoney responded that registration software was leaned on to create reports to fill in data deficiencies. Now they are using Excel spreadsheets which are already formatted to continually use each month. That is one of the best takeaways for him, those created models that are accessible and easy to pull information from. Councilmember Boultinghouse asked, to clarify, that the new Excel templates will solve for the reporting deficiencies that currently exist and Mr. Almoney confirmed that is correct. He explained that a format is created to allow the reports to be copy and pasted within. Councilmember Boultinghouse also asked about the buy-in of the leadership team and supervisors at the community center. He specifically wanted to know the conversations he has had with his leadership team and how seriously they are taking things. Mr. Almoney confirmed that he has no doubt his vision team (leadership team) understands the impacts of the pieces. They have been struggling waiting as they are excited to implement some of the pieces from the study and are looking to have discussions about creation and are ready for the opportunity. He also discussed fairness and the decision of what and how space allocation is decided, and that data and life cycle analyses will help Staff to make appropriate decisions about the use of space. Councilmember Boultinghouse then asked if there was a plan in place to delineate between insurance and regular paying memberships. Mr. Almoney confirmed that the measurement is pretty clearly delineated at this point and that the next step is finding a balance of how much access insurance members have to the facility vs. paying members. That will be part of costing analysis, and surveys will go out. The business plan talks about refreshing and energizing the community center so that if there is change, people don't feel

like anything is being taken away from them. Councilmember Boultinghouse then asked if a timeline for implementation can be added to the materials provided from the study to show what will be done in six months or over a longer horizon. Mr. Almoney confirmed that Staff is working on short- and long-term implementations and that will be shared.

OTHER

Department Updates

Ms. Smith updated that the curbside limb collection services from the contractor are ongoing. Staff had hoped to have the collection completed by the end of the week, however the subsequent storm the past week created more debris. In order to give residents who had damage from the more recent storm time to have that debris ready the contractor will push back the completion date. That will also give residents who have not been able to get original debris to the curb time and allow for more cost effectiveness. A list has been created of properties that still need collection, and Ms. Smith noted that collection has happened in a variety of different ways including contractors hired by individuals hauling away debris after completing their own work, public works crews picking up small piles of debris, and debris being bagged for trash collection. Additionally, park staffing has caused some limbs and branches down in parks to remain and Staff will address those as they can. She also mentioned that the collection overall has gone smoothly, and residents have been happy with the service. The contractor hope to finish up next week.

Mr. Scott announced that the City's Planning Sustainable Places Grant number 1 will be reviewed by a stakeholder group which will have its first meeting next week. That group is composed of Planning Commission members, Councilmembers, members of the Parks, Recreation & Tree Commission, residents and business owners. The study will be introduced, along with goals, and they will meet a couple of other times. Additionally, a walk the trail even in September will occur. He will present more information about the process in the future. Mr. Scott also mentioned that the Planning Sustainable Places Grant number 2, which is a bike/ped trails connection study, has begun as well and Staff interviewed two consulting firms the week prior, and one was selected. The Mid America Regional Council (MARC) will facilitate that contract for the City and work should begin in October or November and will follow the same process as the first grant. Mr. Scott mentioned that the group selected has done many

studies throughout the Midwest and their staff seems knowledgeable about the study.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 7:43 p.m.

Respectfully submitted,

Robyn L. Fulks, City Clerk

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	September 6, 2023
Community Development	From:	Brent Morton

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

RE: Contract Award for 2023 Beverly Avenue Storm Sewer Relocation Project.

RECOMMENDATION: Approve a contract with Kissick Construction for construction of the 2023 Beverly Ave, Storm Sewer Relocation Project in an amount not to exceed \$182,342.00

DETAILS: During a storm sewer inspection on March 14, 2023, staff was notified by our inspection contractor that section of a 5x5 RCB (reinforced concrete box) was at a failed state underneath property located at 5925 Beverly Ave which is a private office building. This failure could cause a sinkhole or building damage if not addressed soon. This section of RCB or box culvert did not have an updated rating in the City's stormwater inventory.

Upon notification that 100 ft of the 5x5 RCB was at a failed state, Staff placed steel plates over the parking lot and contacted Olsson to start working on a solution to abandon this portion of the RCB/ box culvert.

The 2023 Beverly Ave, Storm Sewer Relocation Project was bid in August 2023 and bids were opened on August 28th, 2023. Four bidders responded, with Kissick Construction submitting the lowest and most responsive bid. The results of the bid opening are included in the table below.

2023 Beverly Ave, Storm Sewer Relocation Project	
Engineer's Estimate	\$182,175.00
Kissick Construction	\$182,342.00
Miles Excavating Inc.	\$278,910.44
G-B Construction, LLC	\$209,792.50
Infrastructure Solutions, LLC	\$198,500.00

The scope of the work will include:

- Filling approximately 100 ft of the failed 5x5 box culvert with flowable fill/concrete
- Installing approximately 245 feet of new storm sewer along Beverly Ave and through Beverly Park.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Stormwater Utility Fund
Available Budget:	\$182,342.00

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	September 6, 2023
Community Development	From:	Brent Morton

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

The new storm sewer system will allow the failed section of the system to be abandoned and will keep all necessary stormwater conveyance systems in the area active to avoid any future damage or failures. If the proposed Milhaus Project were to move forward, the developer would be responsible for relocating the new system in concert with the project.

CFAA CONSIDERATIONS/IMPACTS: NA

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Stormwater Utility Fund
Available Budget:	\$182,342.00

BID

BEVERLY AVE. STORM SEWER RELOCATION PROJECT

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 BEVERLY AVE. STORM SEWER RELOCATION PROJECT

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Force Account	Lump Sum	1	\$50,000.00	\$50,000.00
2	Preconstruction Survey	Each	1	6,752	6,752
3	Removal of Existing Structures	Lump Sum	1	6,453	6,453
4	Curb & Gutter, Combined (Type C)	Lin Ft.	57	84	4,788
5	Curb & Gutter, Combined (Type B)	Lin Ft.	52	92	4,784
6	Concrete Pavement Driveway (Uniform)(8")(AE)(Plain)	Sq. Yd.	52	130	6,760
7	AB-3 O.P. Modified (4")	Sq. Yd.	52	23	1,196
8	Sidewalk Construction (4")	Sq. Ft.	323	12	3,876
9	Sidewalk Ramp (6")	Sq. Ft.	52	40	2,080
10	Concrete plug (5'x5'x5')	Cu. Yd.	5.7	1,540	8,778
11	30" High-Density Polyethylene Pipe (HDPE)	Lin. Ft.	55	229	12,595
12	36" High-Density Polyethylene Pipe (HDPE)	Lin. Ft.	190	219	41,610

13	Junction Box (4'x5')	Each	1	6,560	6,560
14	Junction Box (5'x5')	Each	1	7,491	7,491
15	Flow Fill (Low Strength)	Cu. Yd.	129	103	13,287
16	Sod (Fescue)	Sq. Yd.	280	6	1,680
17	Contractor Construction Staking	Lump Sum	1	3,652	3,652

TOTAL BID \$ 182,342.⁰⁰

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 September 25, 2023.

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) N/A.
7. The undersigned agrees to sign a contract for the bid price on this bid form up until the date of October 31, 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 Jackson County this 28th day of August, 2023.

(SEAL)



Kissick Construction
Contractor

[Signature]
Signature

David Kissick
Printed Name

Vice President
Title

8131 Indiana Ave.
Street Address or P.O. Box

KCMO 64132
City, State, Zip

816-363-5530
Telephone Number

816-523-1557 Fax Number

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kissick Construction Co., Inc.
8131 Indiana
Kansas City, MO 64132

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Mission, KS
6090 Woodson Rd.
Mission, KS 66202

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

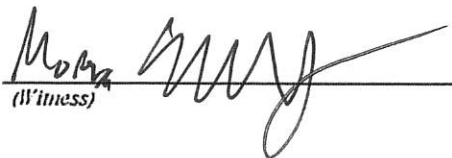
Beverly Ave. Storm Sewer Relocation Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of August, 2023


(Witness)

Kissick Construction Co., Inc.

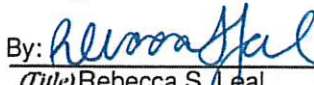
(Principal)

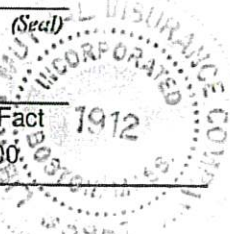
By: 
(Title) Vice President



Liberty Mutual Insurance Company

(Surety)

By: 
(Title) Rebecca S. Leal Attorney-in-Fact
Surety Phone No. 617-357-9500





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210508 - 674009**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephens Griggs, Charles R. Teter, III, Christy M. Braille, Danielle R. Capps, Debra J. Scarborough, Erin C Lavin, Evan D. Sizemore, Hillary D Shepard, Jeffrey C. Carey, Kellie A. Meyer, Kristin D Thurber, Lauren Scott, Mariana Walker, Mary T. Flanigan, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry, Veronica Lawver

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of July, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of July, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of August, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	September 6, 2023
Community Development	From:	Brent Morton

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

RE: Interlocal with Johnson County for Stormwater System Renewal Project - 2023 Mission Street Repair

RECOMMENDATION: Approve an Interlocal Agreement with Johnson County for the 2023 Stormwater System Renewal Project known as 2023 Mission Street Repair (1-MI-2023-R-501).

DETAILS: Due to the aging stormwater systems throughout Johnson County, the County has made additional funding available to municipalities for replacing stormwater infrastructure with a condition rating higher than 3.2. The funding is a 50/50 split between the County and City. This program will only fund replacement of existing infrastructure. The City is required to cover any additional costs for stormwater system upgrades such as increased size or additional stormwater infrastructure. The application process is every two years, and our next application will be for 2024/2025 for stormwater projects.

Staff submitted an application in 2021 to the County to replace all eligible stormwater assets for the 2022/2023 street projects and other capital projects. Johnson County sent an intent to proceed on June 3rd, 2022.

The current Interlocal Agreement under consideration specifies the County's policy and procedures, stormwater system renewal projects, the County's contribution towards renewal projects cost (50% of the \$507,658 estimated total project cost or \$253,829) and commits the City's funds to the project. The City's funds have already been/are being expended in connection with the street program.

Approval of the interlocal agreement will allow staff to apply for reimbursement of 2023 stormwater infrastructure associated with the 2023 Street Program.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	25-90-805-70 Street Preservation
Available Budget:	\$253,829 (City's 50% match)

**Agreement between
Johnson County and the City of Mission
For a Stormwater System Renewal Project
known as Mission Street and Storm Sewer Improvements
1-MI-2023-R-501**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Mission (the "City") pursuant to K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the stormwater system renewal project ("Renewal Project") for the stormwater management project identified as Mission Street and Storm Sewer Improvements (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Renewal Project shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
2. **Stormwater System Renewal Requirements.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations. The costs and expenses incurred by the City in connection with the Project shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement. Reimbursement will only be made for eligible stormwater assets which have been assigned an observed risk score of 3.2 or higher by the Stormwater Management Program under the 2018 Strategic Asset Management Plan (SAMP).
The SAMP can be found at https://jocogov.org/sites/default/files/documents/PWK/SMP/FINAL%20Submittal_JOCO%20SMP%20SAMP%20Report.pdf or will be provided upon request.
3. **Estimated Cost of Renewal Project.** The City represents it has established, a good faith estimate of the total cost for the renewal of eligible stormwater assets included in the Renewal Project of Five Hundred Seven Thousand Six Hundred Fifty Eight Dollars (\$507,658). Cost estimates shall be prepared by qualified city staff or qualified independent contractor retained by the city.
4. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Renewal Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Renewal Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and

\$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

5. **County Contribution Toward Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Renewal Project as follows:

Not more than once each calendar month, the City may submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County detailing total Renewal Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures. The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County may require the City to supplement the Payment Request as needed to satisfy the County, that the Payment Request accurately reflects properly reimbursable costs and expenses. Additionally, the Project Reimbursement Form shall be submitted with each invoice. The project reimbursement form can be found at <https://www.jocogov.org/dept/public-works/stormwater-management/about-smp/strategic-plan>, or will be provided upon request.

The County agrees to make payment to the City within thirty days following the Stormwater Program Manager's approval and acceptance of a properly documented Payment Request in an amount equal to fifty percent (50%) of the renewal costs incurred for eligible stormwater assets.

6. **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

7. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows or if sent by electronic mail and received by the addressee:

If to the County:

Mr. Lee Kellenberger
Urban Services Division Director
Johnson County Public Works
1800 W. Old 56 Highway
Olathe, KS 66061

If to the City:

Brent Morton
Public Works Superintendent
City of Mission
4775 Lamar Avenue
Mission, KS 66202

8. **Effective Date.** Regardless of the dates(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

**Board of County Commissioners of
Johnson County, Kansas**

City of Mission

Mike Kelly, Chairman

Solana Flora, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Robert A. Ford
Assistant County Counselor

City Attorney

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	September 6, 2022
Public Works	From:	Brent Morton

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

RE: Interlocal Agreement for Public Improvements to Roe Avenue (Johnson Drive to 63rd Street) Street Rehabilitation Project

RECOMMENDATION: Approve an Agreement between the City of Mission, Kansas and the cities of Roeland Park and Fairway, Kansas for the public improvement of Roe Avenue from Johnson Drive to 63rd Street.

DETAILS: The City of Mission's proposed CARS project for 2024 is the Roe Avenue (Johnson Drive to 63rd Street) Street Rehabilitation Project. This is a joint project between the cities of Mission, Roeland Park, and Fairway and has been approved by Johnson County for CARS funding up to 50% of the project's construction and construction inspection costs.

The proposed improvements include a two-inch mill and overlay; new pavement markings; a new traffic signal at Johnson Drive and Roe Ave; pavement and median repairs; spot replacement of curb and gutter, sidewalks, and ADA ramps; Additionally, the improvements include installation of a five-foot wide sidewalk on the east side of Roe Ave within Mission and Roeland Park city limits.

The Interlocal Agreement outlines the purpose, project financing for design services, and project administration. The detailed scope of services and breakdown of costs is included in the Agreement.

Construction is estimated to begin in Spring 2024. The preliminary total project cost is \$1,845,657.00 (exclusive of easements) with estimated CARS funding of \$870,000.00. Estimated costs are as follows: Mission \$608,060.07; Roeland Park \$137,365.86; and Fairway \$215,174.50. There are no costs associated specifically with the execution of the interlocal agreement. It is the mechanism through which each participating city commits to funding their portion of the project.

CFAA CONSIDERATIONS/IMPACTS: The project includes improvements to streets and sidewalks to promote mobility and provide infrastructure that maximizes use and safety for users of all ages and abilities..

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$1,845,657.00

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSION, KANSAS,
THE CITY OF FAIRWAY KANSAS, AND THE CITY OF ROELAND PARK,
KANSAS, FOR THE PUBLIC IMPROVEMENT OF ROE AVENUE FROM
JOHNSON DRIVE TO 63rd STREET**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the **City of Mission, Kansas** (hereinafter "Mission"), **City of Fairway, Kansas** (hereinafter "Fairway"), and the **City of Roeland Park, Kansas** (hereinafter "Roeland Park"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter Mission, Fairway and Roeland Park may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make certain public improvements to **Roe Avenue**, as such improvements are hereinafter described and defined as the Improvements;

WHEREAS, the Parties are also jointly applying to the Board of County Commissioners of Johnson County, Kansas (the "County") for funding through a CARS Agreement pursuant to which the Improvements constitute an eligible project under the County Assistance Road System Program ("CARS");

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 which authorizes any municipality to contract with any other municipality to perform any government service, activity or undertaking that each contracting municipality is authorized by law to perform;

WHEREAS, the Governing Body of Mission did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20____; and

WHEREAS, the Governing Body of Fairway did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20____; and

WHEREAS, the Governing Body of Roeland Park did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20____.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing those public improvements to **Roe Avenue**, including mill and overlay within the project limits, sidewalk, retaining walls, stormwater repairs, traffic signal removal and replacement, a crosswalk, concrete repairs and other related work (collectively, the "Improvements").
2. ESTIMATED PROJECT COST.
 - A. As of the date of this Agreement, the estimated cost of construction and engineering services for the Improvements covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is One Million Eight Hundred Forty-Five Thousand Six Hundred Fifty-Seven and No/100 Dollars (\$1,845,657.00).
 - B. The cost of making the Improvements shall include:

- (1) Labor and material used in making the Improvements; and
 - (2) Such other expenses which are necessary in making the Improvements, exclusive of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These expenses include engineering design, construction services, and material testing.
 - (3) Engineering services inclusive of survey, design, bidding, construction administration and construction inspection.
- C. Pursuant to the CARS Agreement, the Parties anticipate receipt of County CARS funding in the amount of Eight Hundred Seventy Thousand and No/100 Dollars (\$870,000.00)(City split Mission- \$556,800.00, Fairway- \$191,400.00, Roeland Park- \$121,800.00, Prairie Village- \$0) to help pay a portion of the cost of the Improvements. Notwithstanding anything in this Agreement to the contrary, in the event such funding is not made available for the Improvements, then either Mission, Fairway or Roeland Park may terminate this Agreement upon written notice to the other of them.
- D. Mission is coordinating with the City of Prairie Village for Prairie Village to contribute to the cost of the Improvements. Prairie Village is estimated to be paying Fifteen Thousand Fifty-Six Dollars and Fifty-Seven Cents (\$15,056.57) for the cost of the Improvements. After Mission enters into a separate contract(s) with Prairie Village, Mission shall notify the remaining cities the exact amount Prairie Village is paying for the Improvements. This subsection only requires Mission to coordinate with the City of Prairie Village and does not obligate Mission to enter into a contract with the City of Prairie Village. Mission is not responsible to ensure Prairie Village pays a certain amount towards the Improvements, but will use reasonable efforts to ensure Prairie Village contributes the estimated amount above. The City of Prairie Village is not using application of County CARS funds.
- E. The cost of making the said Improvements, after accounting for payment from Prairie Village, if any, shall be distributed between the Parties as follows:
- (1) Mission shall pay sixty-three and three tenths percent (**63.3%**) (the "Mission Percentage Share") of the local share balance of said Improvements (estimated as of the date of this Agreement to be **\$608,060.07** after application of County CARS funds).
 - (2) Fairway shall pay twenty-two and four tenths percent (**22.4%**) (the "Fairway Percentage Share") of the local share balance (after application of County CARS funds) of said Improvements (estimated as of the date of this Agreement to be **\$215,174.50** after application of County CARS funds).
 - (3) Roeland Park shall pay fourteen and three-tenths percent (**14.3%**) (the "Roeland Park Percentage Share") of the local share balance (after application of County CARS funds) of said Improvements (estimated as of the date of this Agreement to be **\$137,365.86** after application of County CARS funds).
3. FINANCING. Mission, Fairway, and Roeland Park shall each pay its portion of the cost with monies budgeted and appropriated funds. Each Party shall pay the cost of financing and/or bonding its share of the project cost.

4. MISSION ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are three separate municipalities included within the proposed Improvements, it would be beneficial for one of the municipalities to have primary responsibility for the project so as to provide for the orderly design and construction of the Improvements. However, all parties shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvements shall be constructed, and the work administered by Mission acting by and through the Mission Director of Public Works (hereinafter the "PW Director"), who shall be the principal public official designated to administer the Improvements. The PW Director shall, among his or her several duties and responsibilities, assume and perform the following:
- A. Make all contracts for the Improvements, including soliciting bids by publication in the official newspaper of Mission. In the solicitation of bids, the most favorable bid shall be determined by Mission administering the project and the Governing Body of Fairway approving the lowest responsible bidder for the project, except that the Governing Body of Fairway and the Governing Body of Roeland Park reserve the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvements, then either Mission, Fairway or Roeland Park shall have the right to reject the bid. In such case, the project shall be rebid at a later date.
 - C. Upon completion of the Improvements, the PW Director shall submit to Fairway and Roeland Park a final accounting of all costs incurred in making the Improvements for the purpose of apportioning the same among the Parties as provided herein.
 - D. Mission shall require performance and completion bonds for the Improvements from all contractors performing work on this Improvements (the "Contractors") and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
 - F. Mission shall require that any Contractor provide a two-year performance and maintenance bond for the Improvements. As "Project Administrator," Mission will, upon request of Fairway and Roeland Park, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
 - G. Mission shall cause to be inserted in all contracts for construction a requirement that the Contractor defend, indemnify and save Mission, Fairway, and Roeland Park harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of its contract.
 - H. Mission shall cause to be inserted into all contracts for construction a requirement that the Contractor observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and Sections 2-500 through 2-505 of Article IX entitled "Nondiscrimination" of Chapter 2, entitled "Administration" of the Code of the City of Mission.
 - I. To the fullest extent permitted by law, including but not limited to K.S.A. 16-121, as amended from time to time, Mission will cause any Contractor to name Fairway and Roeland Park as an additional insured on all insurance policies and as an additional obligee

on bonds issued for the Improvements; provided that, such policies or bonds shall not provide insurance for Fairway's and/or Roeland Park's negligence or intentional acts or omissions.

5. REIMBURSEMENT OF COSTS. Mission will pay all project costs owed to any Contractor, as those costs become due. Mission shall submit to Fairway and Roeland Park on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the Improvements for the month immediately preceding the month the statement of costs is received along with any supporting documentation that substantiates such costs; provided that Fairway and Roeland Park shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit the Fairway and Roeland Park Percentage Share of the accrued costs to Mission.
6. CONSTRUCTION OBSERVATION. Mission shall provide construction observation and services for the Improvements. Mission shall be responsible for ensuring compliance with contract specifications under any contract for construction of the Improvements. The Fairway Public Works Director and Roeland Park Public Works Director or such director's designee shall promptly report any deviation from any contract specifications or any inappropriate construction practices relating to work within its municipal boundaries to the Mission Public Works Director. Mission will take all reasonable actions to inform the Fairway Public Works Director and Roeland Park Public Works Director of project status and any deviation from any contract specifications or inappropriate construction practices relating to work within the Mission municipal boundaries.
7. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of Mission which may arise after completion of the Improvements as set forth in Section 4, Paragraph F, above, this Agreement shall exist until the completion of the Improvements. Upon completion of the Project, Mission shall notify Fairway and Roeland Park of the completion in writing. Fairway and Roeland Park, as soon thereafter as reasonably possible, shall inspect the work, and if it determines it is satisfactory, shall so notify Mission in writing; upon such notification, Fairway and Roeland Park shall have no further obligation under this Agreement and this Agreement shall be deemed terminated. In the event Fairway and Roeland Park fail to so notify Mission within thirty (30) after completion of its acceptance or rejection of the work, the work shall be deemed accepted.
8. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for its official records.
7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
8. JURISDICTION; NATURE OF THE AGREEMENT. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction. The Parties understand this contract is a contract between municipalities authorized pursuant to K.S.A. 12-2908 and is therefore not an interlocal cooperation agreement under the provisions of K.S.A. 12-2901 et seq..
9. CASH BASIS AND BUDGET LAWS. The right of the Parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1100 et seq.), the Budget Law (K.S.A. 79-2935 et seq.), and other laws of the State of Kansas. This Agreement shall be construed and

interpreted in such a manner as to ensure the Parties shall at all times remain in conformity with such laws.

10. AMENDMENT TO CARRY OUT INTENT. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement, to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement; provided, however, nothing herein is intended to bind a future governing body of the Parties in a manner prohibited by the laws of the State of Kansas.
11. GOVERNING LAW; JURISDICTION. All questions concerning the construction, interpretation and validity of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas, and any legal dispute arising therefrom shall be heard in the District Court of Johnson County, Kansas.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

CITY OF MISSION, KANSAS

By: _____
Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM:

David Martin, City Attorney

CITY OF ROELAND PARK, KANSAS

By: _____
Michael Poppa, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steve Mauer, City Attorney

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

ATTEST:

Kim Young, City Clerk

APPROVED AS TO FORM:

Richard Cook, City Attorney

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	September 6, 2023
Parks + Recreation	From:	Penn Almoney

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

RE: Broadmoor Park Trail Third-Party Testing and Inspection Services

RECOMMENDATION: Approve a testing and inspection services agreement with Alpha-Omega Geotech for the 2023 Broadmoor Park Trail project in the amount of \$7,925.00.

DETAILS: The Broadmoor Park Trail project is ready to proceed to construction. The design contract with G-B and Associates included some construction administration services, but the scope and nature of the project will require additional third-party testing and inspection services.

The success and longevity of a project is based on adherence to the plans and specifications and construction documents. Quality control and/or quality assurance is an essential part of any project. The testing to be performed under this contract is more specialized and outside the scope of the architect. The scope of services would include, but not necessarily be limited to:

- Special Inspection and Testing for: Earthwork, Laboratory Soil and Aggregate, Shallow Foundation Bearing Soil, Cast-in-Place Concrete Reinforcing Steel
- Technical consulting at client/contractor's request
- Preparation and review of project reports and invoices
- Weekly report identifying work in compliance with project specifications and report any non-conformances.
- Communicate non-conformances with Project Manager immediately.
- Utilize industry report tracking software for quick, accurate and consistent communication and searchable test results.
- Maintain non-conformance logs.
- Services performed on as-requested basis.

Mission staff requested bids from Terracon, Alpha-Omega Geotech and Intertek. Alpha-Omega Geotech was the lowest and most-responsive bid and has worked locally with several landscape architecture firms. Staff recommends approval of a testing and inspection services contract for the Broadmoor Park Trail project with Alpha-Omega Geotech for \$7,925.00. All documentation, observation, and required testing is included within the scope of services.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$10,000

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	September 6, 2023
Parks + Recreation	From:	Penn Almoney

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

The third-party testing and inspection services will be paid for from the 2023 Parks + Recreation Capital Improvement Project plan utilizing savings from other CIP line items and is funded by Parks + Recreation sales tax revenues.

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

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$10,000

August 21, 2023

Penn Almoney
Director of Park & Recreation
City of Mission Kansas
6090 Woodson Road
Mission, Kansas 66202

Re: Request for Quote – Special Inspection Services for Broadmoor Park Perimeter Trail Testing

Dear Mr. Almoney:

Alpha-Omega Geotech, Inc. appreciates your request for geotechnical engineering and special inspection and testing services. We have worked in and around the Kansas City Metro to complete many projects like the Broadmoor Park Perimeter Park Trail you are working on. Our team helps to ensure quality construction at each site, and we are known as the local Geotech & Material Testing experts in the Kansas City metropolitan area.

Because of the size and scope of this project, the fees for special inspections and testing services cannot be firmly anticipated. We would recommend a budget for inspections of \$7000-9000. This is based on 15 trips of approximately \$700 per trip. All inspections will be provided in accordance with applicable ASTM standards and building code.

Trusted to handle more than 350 projects last year, AOG provides full engineering to field services to provide clients with a “worry free” experience that allows you to focus on your project and business while we handle all your Geotech needs. We know that your project is indeed your project, so we always strive to collaborate with you to satisfy project and site needs. Our size allows us to respond smartly and with purpose to any concerns you have along the way and to any unforeseen circumstances.

If you would like to retain AOG to provide special inspection services for the Broadmoor Park Trail Testing, please complete the authorization form on page two.

Please let us know if you have any questions. We understand you would like to move quickly so please complete the authorization form as soon as possible. We will use your signed authorization form to set up the project in our system and be ready when we are needed on site.

As our clients will attest, AOG is the go-to solutions-focused partner for all geotechnical needs in the Kansas City metropolitan area. We look forward to demonstrating this during your project.

Sincerely,



Blake Bennett
General Manager


Probable Cost Estimate for Broadmoor Park Perimeter Trail

PW No. 230629 F

ATTN: Penn Almoney
 City of Mission Parks & Recreation
 6090 Woodson Road
 Mission, Kansas 66202
 913-722-8210

Project Location:
 5701 Broadmoor Street
 Mission, Kansas

CONCRETE TESTING

Assumptions: The concrete trail slab will be placed in approximately fifteen pours that would span most of the project duration. Concrete testing is required for approximately three to four hours during the days when those pours occur. This estimate may change based on contractor scheduling and climatic conditions.

Item	Note	Qty	Unit	Qty	Unit	Rate	
Field Technician (hourly)	(Sampling SOG Concrete)	15	trips @	4	hours @	\$85.00 /hour	\$5,100.00
Concrete compressive strength testing	(Set of 5)			15	sets @	\$100.00 /set	\$1,500.00
Field Technician (hourly)	(Cylinder pickup - non-pour days)	5	trips @	2	hours @	\$85.00 /hour	\$850.00
Trip charge	Roundtrip AOG	20	trips @	25	miles @	\$0.95 mile	\$475.00
						Subtotal	\$7,925.00

Estimated total **\$7,925.00**



Probable Cost Estimate for Broadmoor Park Perimeter Trail

PW No. 230629 F

Notes:

All hourly rates are based on 6am to 6pm Central Time Monday through Friday working hours. Hourly rates are based on a four (4) hour minimum charge unless otherwise indicated. A reduced three (3) hour minimum charge will apply for scheduled show-up trips when the construction work needing testing/inspection was not complete or ready at the time of the scheduled site visit. Hourly and mileage rates are portal-to-portal (A-OG). Invoicing will reflect the original reserved time period that is scheduled.

Daily rates may be used for trips (portal-to-portal) of six (6) hours or longer. To comply with ASTM testing requirements, concrete cylinder pickup charges may apply depending on the frequency of concrete testing, and standalone cylinder pickup trips will be billed at a two (2) hour minimum charge. AOG reserves the right to retain qualified subcontractors to provide services to meet project scheduling requirements and specific local municipality requirements. Visual weld inspections services, which do not include other forms of NDT, are quoted herein. NDT testing of required weldments will incur additional fees for the specialized NDT equipment required.

For all field services, mileage is charged at \$0.95 per mile, portal-to-portal (A-OG). For all overtime hours (hourly before 6am and/or after 6pm, weekends, holidays, nights and beyond 8 hours), the rate will be 150% of the quotation.

A charge of 15% will be added for engineering review and for report preparation and administration on all field related services.

Reimbursable expenses:

Printing: Cost + 25%

Mileage: \$0.95 per mile, portal-to-portal (A-OG). \$25 min.

It should be understood the estimated amount for the construction phase inspection and testing services that has been calculated herein reflects the total for the given number of trips for each item. The actual number of trips that will be required will depend upon scheduling decisions that are made by the contractor and/or subcontractors, which are beyond our control. In addition, the actual subsurface conditions that are encountered when the excavation work is underway could also affect the total cost of the construction material testing services. Nevertheless, all of our services will be provided as scheduled by the project superintendent, or designated representative, on a time-and-material basis as required by the project requirements. As a result, the total cost of the required Special Inspections may be higher or lower than estimated. In addition, other testing services such as compaction testing of the paved areas, asphalt pavement, and curbing may not be included in this estimate, but can be provided if required by the project specifications at the unit rates given.

FINAL PAYMENT: All open invoices shall become due and payable prior to delivery/release of A-OG's "Final Special Inspections Report" to the client, owner, and/or city. If OWNER/CLIENT fails to make any undisputed payment due A-OG for services and expenses, the Final Special Inspection Report will not be released.

Submitted by:

Alpha-Omega Geotech, Inc.

AUTHORIZATION FORM

Project: Broadmoor Park Perimeter Trail – 5701 Broadmoor St. – Mission, Kansas

Date: August 21, 2023
Reference No.: 230629

Prepared by Blake Bennett
Alpha-Omega Geotech, Inc.
1701 State Avenue, Kansas City, KS 66102
bbennett@aogeotech.com
www.aogeotech.com

To authorize the scope of services described in the above-referenced proposal, please return an executed copy of this signature sheet to our office via email, fax, or mail. Electronic signatures are acceptable.

We truly appreciate the opportunity to be of service. If you have any questions regarding this proposal, please call us at (913) 371-0000.

ACCEPTED BY:

Client (please print):

Address of Client:

Representative (print name):

Phone Number:

Email:

Signature of Representative:

Preferred Invoicing Contact:

Name / Phone Number:

Email:

Purchase Order # (if needed):

Please note that an authorized representative of the client and not another party acting as an agent of the client must execute this agreement. All services rendered under this agreement will be provided in accordance with the enclosed terms and conditions on behalf of the client and invoices will be submitted to the address given above.

STANDARD FEES

The following hourly rates and service fees are based on fiscal year 2021.

Special Inspections, Field Observation, Monitoring and Testing

The following rates are for personnel and equipment to complete:

- Concrete Testing
- Compaction Testing
- Footing Inspections
- Placement of Reinforcing Steel
- Proof-Rolling
- Structural welding (visual inspection)
- High-strength bolting
- Fireproofing
- Masonry construction

The hourly rates for concrete testing services include all charges for determining the slump, air content and temperature of the concrete as well as fabricating test specimens.

Service	Unit	Rate
Engineering Field Technician (Material testing): Concrete testing and placement, Compaction testing, Reinforcing steel placement, Shallow foundation footing inspection, Proof-roll inspection, Observation of construction activities	Hourly (min. 4 hours)	\$85.00
	Daily	\$650.00
Special Inspections Certified Field Technician 1: As required by local building code (IBC)	Hourly (min. 4 hours)	\$100.00
	Daily	\$765.00
Special Inspections Certified Field Technician 2: Deep foundations (drilled piers or piles), Shoring, Structural steel, High-strength bolting, Post-installed anchor bolts, Structural masonry, Post-tensioned concrete slabs, Wood-frame inspection, EIFS/stucco, Spray-applied fireproofing, Commercial Roofing installation, Observation of construction activities	Hourly (min. 4 hours)	\$125.00
	Daily	\$965.00
Project Manager	Hourly	\$125.00
Nuclear Density Gauge (equipment)	Per hour	\$25.00
	Daily	\$175.00
Floor Flatness Evaluation (with reports)	Daily, min.	\$875.00

Laboratory Testing Services

The following rates are for laboratory testing services, reports, and related equipment.

Service	Unit	Rate
Standard Proctor (ASTM D698)	Per test	\$225.00
Atterberg limits (ASTM D4318)	Per test	\$95.00
Gradation / Sieve analyses (ASTM D422)	Per unit	\$125.00
Concrete compressive strength testing (with report)	Per set of 5	\$100.00
Flexural strength beams	Per set of 3	\$300.00
Mortar compressive strength (with report)	Per 2" x 4" cylinder or 2" x 2" cube	\$25.00
Grout compressive strength (with report)	Per block	\$50.00
Preparation of Marshall specimens (ASTM D1559)	Set of 3	\$175.00
Marshall density (ASTM D2726)	Set of 3	\$175.00
Stability and flow	Set of 3	\$125.00
Maximum theoretical specific gravity (ASTM D2041)	Each	\$175.00
Extraction of asphaltic mix (KDOT KT-57) (ignition method)	Each	\$225.00
Spray-applied fireproofing – Bond strength determinations	Each	\$75.00
Spray-applied fireproofing – Density determinations	Each	\$150.00
2-man crew w/coring machine	Hourly (min. 4 hours)	\$250.00
Coring bit charge	Per inch	\$10.00
Patching floor slabs/pavements	Each	\$50.00

Consulting Fees Special Situations

The following rates are for meetings, special situations and other consulting services not included above.

Service	Unit	Rate
Field Engineer (Intern Engineer)	Hourly (4 Hour min.)	\$135.00
Field Engineer (P.E.)	Hourly (4 Hour min.)	\$175.00
Geotechnical Engineer (P.E.)	Hourly (4 Hour min.)	\$225.00
Principal Engineer (P.E.)	Hourly (4 Hour min.)	\$350.00

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SECTION 1: SCOPE OF WORK: ALPHA-OMEGA GEOTECH (AOG) shall perform the services defined in the contract and shall invoice the Client for those services at the lump sum or fee schedule rate. Any opinions as to probable or estimated cost stated in this contract, if given, shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are encountered, the scope of work may change even as the work is in-progress. AOG will provide these additional services at the contract fee schedule rate. If our personnel are scheduled by the owner, contractor or other designated representative, or otherwise required by building code or project requirements, all services beyond the scope of this contract will be provided at the unit rates given even if the total cost of those services exceeds the estimated total, contract or purchase order amount. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. AOG's services do not include the investigation or detection, or address in any manner, the presence or prevention of biological pollutants, (e.g. mold, fungi, bacteria, viruses or their byproducts) or any occupant safety issues. In the event that the Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. Commencement of services by AOG pursuant to this proposal shall constitute formal acceptance of these terms and conditions in their entirety.

SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS: Unless otherwise agreed, the Client will furnish AOG with right-of-access to the site in order to conduct the planned exploration. While AOG will take all reasonable precautions to minimize any damage to the property, the Client understands that in the normal course of work some damage may occur, the restoration of which is not part of this agreement. Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

SECTION 3: SOIL BORING AND TEST LOCATIONS: The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained. The Client will furnish AOG with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. AOG reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied. AOG reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to AOG prior to the date of this contract.

SECTION 4: UTILITIES: In the performance of its work, AOG will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold AOG harmless and indemnify AOG for any claims, payments or other liability, including costs and reasonable attorney fees, incurred by AOG for any damages to subterranean structures or utilities which are not called to AOG's attention, are not correctly marked including by a utility locate service, or are incorrectly shown on the plans furnished to AOG.

SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS: It shall be the duty of the owner, the Client, or their representative to advise AOG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which AOG may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by AOG employees, agents or subcontractors. If AOG observes or suspects the existence of unanticipated hazardous materials during the course of providing services, AOG may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after a re-negotiation of scope of services and fees. In the event that such re-negotiation cannot occur to the satisfaction of AOG, AOG may at its option terminate this contract.

SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT: AOG does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the Client, and responsibility for proper transportation and disposal is the Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment and it shall be turned over the Client for proper disposal unless prior alternate contractual arrangements are made.

SECTION 7: INVOICES: AOG may submit invoices to the Client twice monthly or as phases are completed, and a final bill upon completion of services. Any retainer required by AOG shall be held and applied against the final invoice. Payment is due upon presentation of invoice, and, unless other arrangements are made, is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If the Client fails to make payments when due and AOG incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to AOG. Collection costs shall include, without limitation, legal fees, collection agency fees, and expenses, court costs, collection bonds and reasonable AOG staff costs at standard billing rates for AOG's time spent in efforts to collect. This obligation of the Client to pay AOG's collection costs shall survive the term of this agreement or any earlier termination by either party. If the Client fails to make payment to AOG in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by AOG. Payment of any invoice by the Client to AOG shall be taken to mean that the Client is satisfied with AOG's services and is not aware of any deficiencies in those services. In the event that AOG's services are ultimately paid by another party, the Client shall make payment in full for all undisputed amounts within 45 calendar days regardless of whether the Client receives payment from that other party. If the Client objects to any portion of an invoice, the Client shall so notify AOG within 20 calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

It is the responsibility of the Client to determine whether federal, state or local prevailing wage requirements apply and to notify AOG if prevailing wages apply. If it is later determined that prevailing wages apply, and AOG was not previously notified by Client, the Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless AOG from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

SECTION 8: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by AOG as instruments of service, shall remain the property of AOG unless there are other contractual agreements.

SECTION 9: CONFIDENTIALITY: AOG shall hold confidential all business or technical information obtained from the Client or his affiliates or generated in the performance of services under this agreement and identified in writing by the Client as "confidential." AOG shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any subpoena, court order or other governmental directive and/or, 4) Protection of AOG against claims or liabilities arising from performance of services under this agreement. AOG's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: STANDARD OF CARE: Services performed by AOG under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made by AOG and that the data, interpretations and recommendations of AOG are based solely upon the data available to AOG. AOG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

The American society for testing and materials (ASTM) and other organizations have developed a variety of prescriptive professional practice standards (standard practices and standard guides) that identify specific methods professionals could or should use to obtain results. Such prescriptive professional practice standards fail to consider the unique needs of a Client, the Client's project-specific expectations, or the requirements and obligations of the professionals engaged to provide the service, nor do they consider more effective techniques that may have

been developed subsequent to the issuance of such standards. These ASTM and any other standards are generic and general in nature and, therefore, do not constitute, nor are they tantamount to the applicable standard of care, which necessarily is defined and must consider project/specific contractual terms and other particular needs, expectations, circumstances, and requirements of the project and the professional engagement. As such, strict or even general adherence to ASTM's or any other organization's prescriptive professional practice standards may not be appropriate or in the best interests of the Client or the project. Accordingly, unless indicated otherwise in AOG's instruments of service, AOG is not following prescriptive professional practice standards issued by ASTM or any other organization, and has instead worked to develop a scope of service specifically for this project, in accordance with the Client's directive, budgetary constraints, needs and/or preferences as well as AOG's contractual obligations.

SECTION 11: SAFETY: AOG has adopted safety policy procedures for its personnel when providing services at known or suspected hazardous waste sites. AOG personnel will adhere to these procedures, as site conditions require. A copy of each site's safety policy and procedures for environmental/hazardous waste projects is on file with the corporate safety officer and is available for review. AOG is not responsible or liable for injuries or damage incurred by third parties who are not employees of AOG. It is understood that AOG will not be responsible for job or site safety of the project. All job and site safety including but not limited to OSHA Subpart P will be the sole responsibility of the contractor unless contracted to others.

SECTION 12: SUBPOENAS: The Client is responsible, after notification, for payment of all time charges and expenses including legal expenses incurred by AOG resulting from the required response by AOG to subpoenas issued by any party other than AOG in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served. This obligation of the Client to pay all of AOG's costs associated with responding to such subpoenas shall survive the term of this agreement or any earlier termination by either party.

SECTION 13: LIMITATION OF LIABILITY: Client and AOG have evaluated the risks and rewards associated with this project including AOG's fee relative to risks assumed, and agree to allocate the associated risks. To the fullest extent permitted by law, the total aggregate liability of AOG and its employees to Client and all third parties granted reliance is limited to the greater of \$10,000 or AOG's fees for any and all injuries, damages, claims, losses or expenses including attorney and expert fees arising out of AOG's services or this Agreement. The Client hereby releases AOG from any liability above such amount. Client and AOG acknowledge that this provision was expressly negotiated and agreed upon.

SECTION 14: INSURANCE: AOG carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits and conditions of such insurance, AOG agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of AOG, its employees, agents, subcontractors and their employees and agents. AOG shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. AOG shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employees of AOG.

SECTION 15: INDEMNITY: The Client acknowledges that AOG has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against AOG and agrees to indemnify and save AOG, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to AOG's performance of services hereunder. Client and AOG agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

SECTION 16: THIRD-PARTY RELIANCE AND BENEFICIARIES: This Agreement and all services provided by AOG are for the Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon any services provided by AOG is limited solely to our Client, and is not intended for third-parties. Furthermore, nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or AOG. AOG's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against AOG because of this Agreement or the performance or non-performance of services hereunder.

SECTION 17: TESTING AND OBSERVATION SERVICES: If AOG is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set forth in the proposal, then this section applies. For the specified assignment, AOG will report test results, observations and professional opinions to Client.

Client understands and accepts that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations and times that the procedures are performed. Furthermore, the Client understands and accepts that testing and observation are not continuous or exhaustive, and are conducted to reduce, not eliminate, project risk. The presence of AOG field representatives will be for the purpose of providing field testing and observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised. The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any manner whatsoever for defects discovered in his work or compliance with the local building code, project plans and specifications or standard construction practices.

The term "observation" implies that we would observe the progress of the work we have agreed to be involved with and perform tests from which to develop an opinion as to whether the work is in substantial compliance with the project plans and specifications. With any manufactured product there are statistical variations in its uniformity and the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the scope of services requested by our Client which includes agreement and acceptance by our Client that the degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent or periodic observation, if so scheduled or provided by AOG.

SECTION 18: SAMPLES: AOG will retain all soil and rock samples that are transported to AOG laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at Client expense upon written request.

SECTION 19: SEVERABILITY: If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

SECTION 20: DISPUTE RESOLUTION: Client shall not be entitled to assert a claim against AOG based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect or geologist that AOG has violated the standard of care applicable to AOG performance of the services provided. Client shall provide this written opinion to AOG and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

SECTION 21: FIDUCIARY RESPONSIBILITY: Client confirms that neither AOG nor any of AOG's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by AOG or any of AOG's subconsultants or subcontractors as a consequence of AOG's entering into this agreement with the Client.

SECTION 22: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination by either party, AOG shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all costs of AOG required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 23: ASSIGNS: Neither the Client nor AOG may delegate, assign, subwrite or transfer its duties or interest in this agreement without the written consent of the other party.

SECTION 24: PRECEDENCE: These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding AOG's services.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	CONTACT NAME: Donna McLaughlin, AINS CPCU PHONE (A/C, No, Ext): 913.676.9250 FAX (A/C, No): 913.432.6159 E-MAIL ADDRESS: hwcertificates@hwins.com																					
INSURED Alpha Omega Geotech, Inc. 1701 State Ave Kansas City, KS 66102	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Transportation Insurance Company</td><td>20494</td></tr> <tr> <td colspan="2">INSURER B : Continental Insurance Company</td><td>35289</td></tr> <tr> <td colspan="2">INSURER C : National Fire Ins of Hartford</td><td>20478</td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Transportation Insurance Company		20494	INSURER B : Continental Insurance Company		35289	INSURER C : National Fire Ins of Hartford		20478	INSURER D :			INSURER E :			INSURER F :		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6079405331	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6079405328	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000			6079405345	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6079405359	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

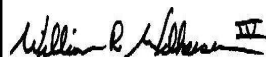
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - KC 1828 Walnut Street Suite 700 Kansas City, MO 64108	CONTACT NAME: Monica Wilks PHONE (A/C, No, Ext): 816 857-7820 E-MAIL ADDRESS: mwilks@holmesmurphy.com FAX (A/C, No):
INSURED Alpha-Omega Geotech, Inc. 1701 State Avenue Kansas City, KS 66102	INSURER(S) AFFORDING COVERAGE INSURER A: BERKLEY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

NAIC #
32603

COVERAGES CERTIFICATE NUMBER: 68936605 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEC906896502	07/20/23	07/20/24	Each Claim 2,000,000 Annl Aggr 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Mission	Item Number:	8.
ACTION ITEM SUMMARY	Date:	September 6, 2023
Community Development	From:	Brian Scott

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

RE: Nuisance Abatement Services Contract Award

RECOMMENDATION: Approve a contract with Executive Lawn Care for a period of two years with an option to renew for two additional one-year periods for the purpose of performing nuisance abatement services on behalf of the City of Mission.

DETAILS: Nuisance abatement services are provided on an as-needed basis when property owners do not voluntarily abate the violations as described in the Notice of Violation to achieve code compliance. Abatement services included in this contract are mowing (weeds/grass), removal of trash/debris, tree trimming and/or tree removal.

Every four years the City renews its contract for these services through a competitive bid process. The initial contract is for two years with an option to renew after that for two additional one-year periods. The last time the City bid for these services was in 2020. The bid notice for the 2023-2025 abatement contract was published in The Legal Record, the City's website and distributed to potential bidders. A total of one bid was received by the deadline of July 28, 2023. The contractor previously awarded the contract did not provide a bid. The receipt of only one bid is not unusual as there are very few companies that perform this type of work.

Service	Executive Lawn Care
Mowing- Weeds/Grass	\$65 per man hour
Nuisance-trash/debris removal	\$65 per man hour
Tree Evaluation/Inspection	\$89 per man hour
Haul Away Tree Debris	\$75 per man hour
Secure Property (Board-up)	\$75 per man hour
Graffiti Removal	\$65 per man hour

Related Statute/City Ordinance:	Chapter 220; Sections 220.070 & 220.140
Line Item Code/Description:	01-23-216-01 (Nuisance Abatement)
Available Budget:	\$5,000

City of Mission	Item Number:	8.
ACTION ITEM SUMMARY	Date:	September 6, 2023
Community Development	From:	Brian Scott

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

The current abatement contractor has not always been timely in responding to service requests. Because of this, the City began using Executive Lawn Care this summer due to the high number of weed and grass violations and the need for more timely response to requests for abatement services. Executive Lawn Care has been extremely responsive and has taken on some rather challenging abatement projects such as the clean-up of 4725 Lamar Avenue. In addition, the hourly rate quoted by Executive Lawn Care is actually less than what the City was being charged by the current contractor.

Therefore, Staff recommends the City enter a contract with Executive Lawn Care as the primary abatement contractor at the hourly rates outlined above. A copy of the Minimum Bidding Requirements, the actual bid(s) received, and contract are included in the packet.

Year to date in 2023, Neighborhood Services has issued 12 abatement work orders. Costs for these services, including an administrative fee, are invoiced directly to the property owner. If not paid, the City assesses the costs to the property through Johnson County Records and Tax administration (reflected on the tax bill).

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	Chapter 220; Sections 220.070 & 220.140
Line Item Code/Description:	01-23-216-01 (Nuisance Abatement)
Available Budget:	\$5,000



COMMUNITY DEVELOPMENT DEPARTMENT

REQUEST FOR BIDS

PROJECT TITLE:
CONTRACT FOR NUISANCE AND WEED ABATEMENT
SERVICES FOR THE CITY OF MISSION KANSAS

July 2023

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INVITATION TO BID

Project Title: CONTRACT FOR NUISANCE AND WEED ABATEMENT SERVICES FOR THE CITY OF MISSION, KANSAS

The City Clerk of Mission Kansas will receive sealed Price Submittals relative to a Contract for Nuisance and Weed Abatement Services for the City of Mission, Kansas by email or postal service until, until **2:00 PM (Prevailing Local Time) on Friday, July 28, 2023** at Mission City Hall, Office of the City Clerk at 6090 Woodson Street, Mission Kansas, at which time bidding shall be closed. Price Submittals will be opened after that time at Mission City Hall, 6090 Woodson Road, Mission, Kansas 66202. All Price Submittals will be reviewed and added to a bid-tab sheet that will be emailed to all applicants. E-mail submittals will be accepted by the City of Mission.

The proposed work includes a two (2) year contract for the abatement of nuisance, weed, and tree nuisance violations in Mission, Kansas, in locations and quantities yet to be determined.

The Contract Documents may be viewed or downloaded from the City website @ www.missionks.org.

The City of Mission Kansas reserves the right to reject any or all bids.

Contacts for the Project

City of Mission

Project Manager:
Donisha Carter
Neighborhood Services Officer
Phone Number: (913) 676-8390
E-mail: dcarter@missionks.org

City of Mission

Supervisor:
Jim Brown
Chief Building Official
Phone Number: (913) 676-8363
E-mail: jbrown@missionks.org

INSTRUCTIONS TO BIDDERS

1. The City intends to award a two (2) year contract for with an option to renew for two (2) additional one (1) year periods, for the abatement of nuisance(s), including mowing of weeds/grass, removal of trash and debris, trimming of limbs and/or removal of trees on commercial and residential properties in Mission, Kansas in locations and quantities yet to be determined, based on unit prices.

From time to time, the City requires the services of an abatement contractor to remove trash and debris, mow grass and weeds that are above 8 inches in height, remove dangerous limbs and/or trees, obtain the professional opinion of a Certified Arborist for tree nuisances and abate all other items deemed a violation under the City's nuisance code and hearing process. demolition contractor to provide demolition, clearing, and site cleaning services for structures deemed dangerous and/or unsafe under the City's code and hearing process. The City will solicit and enter into a contract with e or more abatement contractors, which will provide the services on an as-needed basis during the two (2) year contract term.

2. Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Clauses.

3. Each Bidder shall be acquainted with all conditions pertaining to the proposed Work. Any prospective Bidder in doubt as to the meaning of any part of the Contract Documents may submit to the Project Manager a written request for an interpretation. The person submitting such request shall be responsible for its prompt delivery. Official interpretation, modification, or revision of the Contract Documents will be made only by addendum duly issued and mailed or delivered to each party having a set of Contract Documents. The Project Manager assumes no liability for any other explanations or interpretations of the documents.

4. Bids shall be based on materials and equipment fully complying with the Specifications. The Contractor shall be responsible, under the Contract Price, for providing materials and equipment conforming to the stipulated requirements, even though the Contractor's Bid may identify other kinds or types of materials and equipment.

5. No Bidder shall be interested in more than one Bid. Submission of more than one Bid by any firm or individual under different names, or collusion among Bidders, shall be cause for rejection of all such Bids without consideration.

6. The attached Bid form shall be filled out in full. Bids for less than all the Work will not be considered, unless the Work is expressly divided into two or more parts, in which case each part covered by the Bid shall be filled out in full. Extensions and totals submitted in the Bid will be subject to audit and verification. Each Bid shall include the Bidder's name, exact post office address, and the names and addresses of all persons and parties participating in the Bid. Any person signing as an agent shall submit evidence of his or her authority determined acceptable by the City.

7. The unit price for each of the items in the Bid of each Bidder shall include its prorated share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total Bid. Any Bid not conforming to this requirement will be rejected.

8. The City reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate Contract terms with the responsive Bidder to whom the City makes an award. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

9. The City is exempt from Kansas sales tax on materials and equipment to be incorporated into the Work. Consequently, sales tax shall not be included in the Contract Price.

10. All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid security prior to that date.

11. All Bids shall be made and received with the express understanding that the Bidder accepts the terms and conditions set forth in these instructions and the other Contract Documents.

12. Before award of the Contract, the successful Bidder will be required to satisfy the City as to the Bidder's experience and competence to construct the Work, the Bidder's integrity and reliability in carrying out the provisions of its performance bond, and the Bidder's resources for the vigorous prosecution of the Work.

13. At the time of Bid submission, each Bidder must:

- a. Be currently licensed as a Certified Arborist if bidding to provide tree inspections and tree nuisance abatements.

14. All Bids must be regular in every respect and no interlineations, excisions, additions, deletions, alterations, or special conditions shall be made on or included with the Bid form. If the Work is divided into two or more parts, the Bidder shall not tie the bids for the various parts of the Work together in any manner. Any Bid not conforming to these requirements will be rejected.

15. No Bid will be accepted from any person or firm who is in arrears to the City of Mission, Kansas upon debt of contract, who is in default as surety or otherwise upon any obligation to the City, or who has failed in previous contracts to comply with the requirements of the specifications and to fulfill its contracts.

16. Questions regarding these Instructions to Bidders or the other Contract Documents shall be submitted in writing to the Project Manager no later than seven (7) days prior to the opening of Bids. The Project Manager shall respond in writing, via email or facsimile, to all plan holders in an expeditious manner, and no later than three (3) days prior to the opening of Bids.

All questions concerning this project during the bidding process shall be forwarded to the Project Manager(s) listed below.

Donisha Carter, Neighborhood Services Officer
City of Mission
6090 Woodson Street
Mission, KS 66202
913-676-8390
dcarter@missionks.org

Jim Brown, Chief Building Official
City of Mission
6090 Woodson Street
Mission, Kansas 66202
913-676-8363
jbrown@missionks.org

BID FORM

Project Name: Contract for Nuisance and Weed Abatements in the City of Mission, Kansas

1. Proposal to Enter into Contract. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter a Contract with the City to perform all Work as specified or indicated in the proposed Contract Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the proposed Contract Documents.

2. Bidder's Acknowledgments. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request by the City. Bidder will sign and deliver the required number of counterparts of the Contract with the other required documents, within ten (10) days after the date of the City's notification of award.

3. Bidder's Representations. In submitting this Bid, Bidder represents that:

- a. Bidder certifies that (1) it is currently licensed as a Certified Arborist if bidding to provide tree inspections and tree nuisance abatements.

Bidder has carefully reviewed the proposed Contract Documents, and the following addenda, receipt of which is hereby acknowledged:

1. Cullen Rowland

2.

3.

- b. Bidder understands and agrees that in signing this Bid, Bidder waives all right to plead any misunderstanding regarding the Contract Documents or the above-referenced addenda.
- c. Bidder has become familiar with and is satisfied as to the general and local conditions that may affect cost, progress, and performance of the Work.
- d. Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the proposed Contract Documents, and the Project Manager's written explanation is acceptable to Bidder.

4. Bid Term and Price. For a Contract term of two (2) years, with an option to renew for two (2) additional one (1) year periods, the Bidder will complete the Work on each residential or commercial property as defined in the Work Order issued by the Building Official or his/her designee within seventy two (72) hours of the issuance of the work order unless prohibited by weather or other unforeseen circumstances and a new timeline established in writing by the Building Official or his/her designee, all as specified in this Bid and in accordance with the Contract Documents, for the following prices:

1. Unit cost of mowing and trimming for weeds and grass as defined in the Specific Responsibilities, Item 1:	
\$65.00	Per Man hour
2. Unit cost of general nuisance abatement to include removal and off-site disposal of trash and debris as defined in the Specific Responsibilities Item 2:	
\$65.00	Per man hour
3. Unit cost for dump fees associated with removal of trash and debris:	
\$450.00	Per load and/or landfill fee
4. Unit cost to provide tree evaluation/inspection services: as defined in the Specific Responsibilities Item 6: (must be Certified Arborist)	
\$89.00	Per man hour
5. Unit cost to remove and haul away tree debris as defined in the Specific Responsibilities, Item 5:	
\$75.00	Per man hour
6. Unit cost to secure a property as defined in the Specifications, Item 3:	
\$75.00	Per man hour
7. Unit cost to remove graffiti as defined in the Specifications, Item 4:	
\$65.00	Per man hour

5. No Quantities Guaranteed; Non-exclusive Contract. Bidder acknowledges and agrees that the City makes no representations or warranties regarding the quantity of Work to be performed or the number of Work Orders issued in the two (2) year timeframe under the Contract. The successful Contractor will perform services for the City, from time to time, on an as-needed basis following the City's issuance of a Work Order. Bidder further acknowledges and agrees that the Contract, if awarded, will be non-exclusive.

6. Time of Completion. Bidder agrees that all Work on each property will be completed and in accordance with the Contract Documents within SEVENTY TWO (72) HOURS after issuance of the Work Order from the Building Official or his/her designee, unless a written extension is granted from the Building Official or his/her designee due to extreme weather or other unforeseen circumstances Bidder accepts the provisions of the Contract as to liquidated damages.

7. Definitions. Terms used in this Bid shall have the meanings assigned to them in the General Clauses included with the proposed Contract Documents.

NAME OF BIDDER: Executive Lawn Care

ADDRESS: 8820 Indiana Avenue

Kansas City, MO 64132

E-MAIL ADDRESS: Executive lawncarekcoffice@gmail.com

BY: Jason Carpenter

TITLE: Director of Sales and Operations

DATE SUBMITTED: 7/7/2023

CONTRACT BETWEEN THE CITY OF MISSION, KANSAS
and
EXECUTIVE LAWN CARE
for
ABATEMENT OF GENERAL NUISANCES, WEED AND TREE NUISANCE
VIOLATIONS OF RESIDENTIAL/COMMERCIAL PROPERTIES
IN THE CITY OF MISSION KANSAS

This Contract is entered into _____, 2023 by and between the City of Mission, Kansas, (the “City”) and “Name of contractor”, (the “Contractor”).

Recitals

A. The City desires to contract for the abatement of nuisance, weed and tree nuisance violations on residential/commercial properties located in Mission, Kansas, on an as-needed basis for a term of two (2) years with an option for two (2) additional one (1) year periods (the “Project”) in compliance with federal, state, and local regulations.

B. The Contractor has the requisite qualifications and experience to construct the Project for the City and desires to perform those services pursuant to the terms of this Contract.

The parties, in consideration of the mutual promises set forth in this Contract, agree and covenant:

1. Definitions. Except as otherwise provided herein, capitalized words used in this Contract shall have the meanings indicated in the General Clauses.

2. Contract Documents. This Contract, together with the following documents and any Change Orders issued after execution of this Contract, shall comprise the “Contract Documents” for the Project:

Request for Bids
Instruction to Bidders
Bid Form
Specific Responsibilities
General Clauses
Work Order (to be issued)

There are no Contract Documents other than those above listed.

3. Responsibilities and Representations of the Parties.

3.1. **Responsibilities.** The parties agree to perform the responsibilities outlined in the Contract Documents.

3.2. **Representations.** In order to induce the City to enter into this Contract, the Contractor represents that it has: (a) examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents; and (b) become aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

4. Schedule, Work Time and Completion Times.

4.1. **Time is of the Essence.** All of the time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Contract.

4.2. Work time. Work shall be performed between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday; 8:00 a.m. to 6:00 p.m. Saturday and all work prohibited Sunday in accordance with the City's working hours ordinance.

4.3 Completion Times. The Work will be substantially completed and completed and ready for final payment in accordance with the General Clauses, within the time(s) specified in the Contractor's Bid for each structure that is the subject of a Notice to Proceed/Task Agreement issued by the Building Official or his/her designee to the Contractor hereunder.

4.2. Delays. If the contractor is ordered off the property, or denied access to the property by the property owner or occupant, the contractor shall immediately remove any equipment, leave the property and promptly notify the City. If the work specified in the work order has already been completed when the contractor arrives on site, the contractor shall leave the property and promptly notify the City. The contractor will be entitled to one (1) hour of compensation at the Contract Price in accordance with the type of work that was scheduled to be performed.

5. Payment. The City shall pay the sum or sums due the Contractor, at stated intervals and in the amounts certified by the City Administrator, or his/her designated representative, in accordance with the Contractor's Bid. Notwithstanding anything to the contrary contained in the Contract Documents, the City shall pay the Contractor within thirty (30) days after the Contractor's full, complete, timely and faithful performance of the work required by this Agreement for each property that is the subject of a Work Order issued by the Building Official or his/her designee.

6. Insurance Requirements.

6.1. Types and Amount of Coverage. The Contractor agrees to obtain insurance coverage as specified in the General Clauses, and shall not make any material modification or change from these specifications without the prior approval of the City. If the Contractor subcontracts any of its obligations under this Contract, the Contractor shall require each such subcontractor to obtain insurance coverage as specified in the General Clauses. Failure of the Contractor or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Contractor of liability.

6.2. Rating. All insurance policies shall be issued by insurance companies rated no less than B+V or better in the most recent "A.M. Bests" insurance guide, and are licensed and approved by the State of Kansas. Except as otherwise specified in the General Clauses, all such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

6.3. Certificate of Insurance. The parties acknowledge that the Contractor has provided the City with a certificate of insurance listing the City as the Certificate Holder and evidencing compliance with the insurance requirements in this Contract. The City reserves the right to require complete certified copies of all insurance policies procured by the Contractor pursuant to this Contract, including any and all endorsements affecting the coverage required hereunder.

7. Injury to Persons or Damage to Property. The Contractor acknowledges responsibility for any injury to person(s) or damage to property caused by its employees or agents in the performance of its duties under this Contract and shall immediately notify the City Administrator's Office at (913) 676-8350 in the event of such injury to person(s) or damage to property.

8. Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs) attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, to the extent that such claims, damages, losses, and expenses relate to, arise out of, or are alleged to have resulted from the wrongful acts, errors, mistakes, omissions, or defective work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract.

9. **Non-Assignable.** Due to the unique qualifications and capabilities of the Contractor, neither the rights nor responsibilities provided for under this Contract shall be assignable by either party, either in whole or in part.

10. **Notices.** All notices required or permitted to be given pursuant to this Contract shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CITY: City of Mission
Attn: Donisha Carter, Neighborhood Services Officer
6090 Woodson Road
Mission, Kansas 66202

CONTRACTOR: Executive Lawn Care
8820 Indiana Avenue
Kansas City, MO 64132

11. **Retention and Inspection of Records.** The Contractor shall maintain complete, accurate, and clearly identifiable records with respect to all costs and expenses incurred under this Contract. The records shall be maintained during the term of this Contract, and for a period of three (3) years from the date of final payment under this Contract (the "Retention Period"); provided, however, that if any litigation, claim or audit is commenced prior to the expiration of the Retention Period, then the Retention Period shall be extended until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal. During the Retention Period, the Contractor shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to, or arising under, this Contract. The City agrees to responsibly utilize all information obtained pursuant to this paragraph for the purposes of reviewing, confirming, and verifying the nature and amount of all costs and expenses incurred under this Contract. The City agrees to take reasonable precautions not to disclose such information outside the scope of those stated purposes, subject to the Kansas open records act or other applicable law.

12. **Non-appropriation.** The City is subject to Kansas budget and cash basis laws, and operates on a calendar fiscal year. In the event that this Contract involves financial obligations spanning multiple fiscal years for the City, it is subject to annual appropriation by the City's governing body for future fiscal years. If the City's governing body does not appropriate the funds necessary to fulfill the City's financial obligations pursuant to this Contract, the City shall so notify the other parties to this Contract and this Contract shall be null and void for purposes of the fiscal year(s) affected by the decision of the governing body not to appropriate.

13. **Relationship.** It is expressly understood that Contractor in performing services under this Contract, does so as an independent contractor. The City shall neither have nor exercise any control or direction over the methods by which Contractor performs its services hereunder. The sole interest and responsibility of the City is to see that the services covered by this Contract are performed and rendered in a competent, efficient, and satisfactory manner. Contractor shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

14. **Subcontracting.** See General Clauses (GC-10).

15. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state, and local law in the performance of this Contract.

16. Equal Opportunity.

- (a) In conformity with the Kansas Act Against Discrimination, the Contractor and its subcontractors, if any, agree that:
- (1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and in doing so shall not discriminate against any person in the performance of work under this Contract because of race, sex, religion, age, color, national origin, ancestry or disability;
 - (2) The Contractor shall include in all solicitations, or advertisements for employees, the phrase "equal opportunity employer," or a similar phrase to be approved by the city's human relations director;
 - (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Kansas Act Against Discrimination, the Contractor shall be deemed to have breached this Contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
 - (4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the KAAD, the Contractor shall be deemed to have breached this Contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
 - (5) The Contractor shall not discriminate against any employee or applicant for employment in the performance of this Contract because of race, sex, religion, age, color, national origin, ancestry or disability; and
 - (6) The Contractor shall include similar provisions in any subcontract under this Contract.

17. Administration of Contract. All references in this Contract requiring the City's participation or approval shall mean the participation or approval of the City Council, unless otherwise provided herein.

18. Attorney Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

19. Right to Independent Legal Advice. The Contractor understands and acknowledges the right to have this Contract reviewed by legal counsel of the Contractor's choice.

20. Applicable Law; Venue. This Contract and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be in the Johnson County Kansas, District Court.

21. Interpretation. This Contract shall be interpreted according to its fair meaning, and not in favor of or against any party.

22. Time. Time is of the essence of this Contract. No extension will be granted unless in writing and signed by the parties. Should the end of a time period fall on a legal holiday that termination time shall extend to 5:00 p.m. of the next full business day.

23. Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal.

24. Authority and Consent to Transaction. Each party represents to the other that the person executing this Contract has full and legal authority to bind such party to the terms of this Contract, and that the execution and delivery of this Contract have been duly and validly authorized by the governing body of each party.

25. Persons Bound. This Contract shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

26. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

27. Amendments. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

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

29. Conflict Resolution. No interpretation of this Contract shall be allowed to find the City has agreed to binding arbitration.

30. No Third Party Beneficiaries. Solely the parties to this Contract shall have rights and may make claims under this Contract. There are no intended third party beneficiaries under this Contract, and no third parties shall have any rights or make any claims hereunder.

31. Feminine-Masculine, Singular-Plural.

Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

32. Headings. The headings of the sections of this Contract are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

33. Merger Clause. These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Contract. No other promises, statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

34. Survival of terms. The following shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligation exists); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; City's Legislative Powers; Entire Agreement; Waiver.

35. City's Legislative Powers. Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of the City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

36. Conflict of Interest. Contractor certifies that no officer or employee of the City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of the City or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their authorized representatives.

CITY OF MISSION, KANSAS

By: _____
Solana Flora, Mayor

Attest: _____
Robyn Fulks, City Clerk

Form: _____
David K. Martin, City Attorney

CONTRACTOR

By: _____
Jason Carpenter (name)
Director of Sales and Operations (title)

SPECIFIC RESPONSIBILITIES

1. SPECIFIC RESPONSIBILITIES FOR MOWING:

- A. Most residential and commercial lots will require mowing with a small push mower or riding lawn mower. Larger lots (to include vacant lots) may require the use of a brush-hog or similar mower.
- B. Residential and commercial lots shall be cut to a height less than eight (8) inches.
- C. Vegetation, grass, weeds should be cut up to the street, including any adjacent ditch, right-of-way, or easement. This includes the area between the property line and the curb or any adjacent street or alley, whether improved or unimproved.
- D. Trimming shall be done around all trees, shrubbery, utilities, fence lines, foundations, walkways, lawn statuary, and other items on the property.
- E. All trash, litter, debris must be removed and properly disposed of prior to mowing.
- F. Grass and weed clippings must be removed or properly mulched.

2. SPECIFIC RESPONSIBILITIES FOR NUISANCE/DEBRIS REMOVAL:

- A. Provide proper cleanup, removal and off-site disposal of trash and items as specified on the Work Order.
- B. Only remove the items specified on the Work Order. If questions arise regarding a specific item, contact the City official who issued the Work Order for clarification prior to removal.
- C. Provide photos of the site prior to beginning work and after completion of the Work Order. These photos will supplement the invoice when work is completed and will become part of the case file.

3. SPECIFIC RESPONSIBILITIES FOR SECURING PROPERTY:

- A. The contractor may, on occasion, be asked to take necessary measures to secure a property. This will generally consist of boarding up broken windows, securing open doors, and/or covering any holes that allow the elements of weather or the entry of animals and vermin into the structure.
- B. When boarding windows, the board should be cut to a size of the window opening and secured in place with screws.
- C. Securing doors may consist of covering the door with a board, cut to fit the doorway or securing the door with a latch and padlock.

4. SPECIFIC RESPONSIBILITIES FOR GRAFFITI REMOVAL OR COVERING:

- A. The contractor may, on occasion, be asked to remove and/or cover graffiti.
- B. When possible, graffiti should be removed using a power washer and cleansers. If it is determined that the use of a power washer or cleansers will be harmful to the surface, then the graffiti should be properly primed and painted over with a paint matching the color of the exterior surfaces adjacent to the area which contains graffiti.

5. SPECIFIC RESPONSIBILITIES FOR TREE REMOVAL:

- A. Provide a written estimate for the specific tree removal projects prior to starting work for review and approval by city staff.
- B. Obtain approval from the applicable City department(s) prior to closing any sidewalk or street if necessary for the safe removal of the tree.
- C. Remove and dispose of the tree and all debris.

6. SPECIFIC RESPONSIBILITIES FOR TREE EVALUATIONS:

- A. The contractor may, on occasion, be asked to provide a professional evaluation regarding the health and/or safety of a tree or limbs thereof.
- B. The evaluation must be completed by a certified arborist and a written report specific to the tree and its status must be provided to the City within twenty-four (24) hours of the evaluation.
- C. If removal is recommended, a timeline and estimated cost for removal must be submitted with the evaluation report for the tree.
- D. The contractor will be entitled to one (1) hour of compensation at the Contract Price for the evaluation of the tree.

GENERAL CLAUSES- SCHEDULE A INSURANCE REQUIREMENTS

The Contractor shall obtain, pay for, and maintain-and shall require each of its authorized subcontractors to obtain and maintain-for the duration of the Contract, policies of insurance meeting the following requirements:

1. General Requirements.

A. Waiver of Subrogation. Where allowed by law, all policies will include a waiver of subrogation in favor of the City, its agents, representatives, officers, officials, and employees.

B. Claims Made Policies. If coverage is written on a claims-made basis for any of the policies required by the Contract, the Contractor must maintain the coverage for a minimum of two (2) years from the date of the Contract.

C. Premium and Deductible Expenses. The Contractor shall be responsible for all premiums and retention or deductible expense for any and all policies required by the Contract.

2. Specific Coverage Requirements.

A. Commercial General Liability. This insurance shall be occurrence type written in comprehensive form acceptable to the Owner. This insurance shall protect Contractor, Owner, Design Professional and Consultants as additional insureds, against claims arising from injuries, sickness, and disease. Or death of any person or damage to property arising out of performance of the work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

- Combined single limit for each occurrence \$1,000,000
- General aggregate \$1,000,000

B. Business Automobile Liability. This insurance shall be occurrence type written in comprehensive form and shall protect Contractor, Owner, Design Professional and Consultants as additional insureds, against claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the project site, whether they are owned, non-owned, or hired. The liability limits shall be not less than: \$1,000,000

C. Workers' Compensation and Employer's Liability. This insurance shall protect Contractor against all claims under applicable state worker's compensation laws, including coverage as necessary for the benefits provided under the United States Longshoreman's and Harbor Workers Act and the Jones Act. Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of worker's compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall not be less than:

- Workers' Compensation (Coverage Part A)
 - Statutory
 - Employer's Liability (Coverage Part B)
 - Bodily Injury by Accident \$100,000 each accident
 - Bodily Injury by Disease \$500,000 policy limit
 - Bodily Injury by Disease \$100,000 each employee
- GC1

D. The Contractor shall take out, pay for, and deliver to the City, and Owner's Protective Liability insurance policy written on an occurrence basis and naming the City as named insured. The policy shall be maintained during the life of the agreement. Limits of protection shall be at least \$1,000,000 Combined Single Limits, Bodily Injury and Property Damage and shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the project.

The policies listed above may not be cancelled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Worker's Compensation and Employer's Liability, Commercial General Liability, and Automobile Liability specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this agreement. Contractor shall provide to City prior to the execution of this Agreement a Certificate of Insurance showing all Required Coverages, Endorsements, Additional Insureds, and Compliance with the Terms of These Requirements.