



COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, MAY 1, 2024 at 7:30 p.m.

(or immediately following 6:30 p.m. Finance & Administration Committee)

**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

PLANNING COMMISSION ACTION ITEMS

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

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

- National Cities, Towns and Villages Month Proclamation – Mayor Flora

ACTION ITEMS

1. Acceptance of the April 3, 2024 Community Development Committee Minutes – Robyn Fulks ([page 4](#))

Draft minutes of the April 3, 2024 Community Development Committee meeting are included for review and acceptance.

2. PCC Cardio Equipment Lease-Purchase – Penn Almoney ([page 16](#))

The Community Center's cardio equipment has historically been replaced on a three-year cycle through a lease-purchase agreement which allows the City to keep the most current and technically advanced cardio equipment in the facility and minimizes repair costs by retaining equipment only as long as it is under full warranty. Staff recently solicited proposals from vendors for new equipment, and Advanced Exercise submitted a proposal which best meets the needs of the City and includes 25 pieces of equipment, and all associated costs, for a total of \$134,809.15. Staff recommends acquiring the cardio equipment through a lease-purchase financing arrangement through Kansas State Bank with a three-year term at an interest rate of 6.290%. The total cost for this purchase will

be \$148,464.52 (\$134,809.16 plus \$13,655.37 in interest). The lease is paid in monthly installments from the Special Parks and Recreation Fund.

3. Mohawk Park Phase II Testing and Inspection Services – Penn Almoney ([page 22](#))

The Mohawk Park Phase II Improvement 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 under contract. Staff recommends approval of a testing and inspection services contract with Intertek-PSI in an amount not to exceed \$15,684. All documentation, observation, and required testing is included within the scope of services. These expenses were included in the overall construction budget within the 2024 Parks + Recreation CIP budget.

4. Award Roe Ave Construction Contract (2024 CARS Project) – Brent Morton ([page 31](#))

On April 19, 2023, the City Council approved a resolution adopting the 5-Year CARS Street Improvement Program for 2024-2028, which included the Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street) in 2024. A design contract for the project was authorized by the City Council in July 2023. This is a joint project with Roeland Park, Fairway and Prairie Village with Mission administering the project. Four bids were received for the project on April 26, 2024, with Amino Brothers Co., Inc. submitting the lowest and most responsive bid. Staff recommends approval of the contract with Amino Brothers Co., Inc. in an amount not to exceed \$1,476,817.65. Construction is anticipated to begin in June/July 2024 and will be completed by December 2024.

5. Award Roe Ave Construction Inspection Contract (2024 CARS Project) – Brent Morton ([page 33](#))

On April 19, 2023, the City Council approved a resolution adopting the 5-Year CARS Street Improvement Program for 2024-2028, which included the Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street) in 2024. Construction inspection services are necessary for the Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street) in order to achieve quality construction in accordance with the City's plans and specifications. Staff recommends approval of a contract with Pfefferkorn Engineering & Environmental, LLC in an amount not to exceed \$62,700.

6. Interlocal Agreement for Stormwater Systems Funding for 2024 Street Project – Brent Morton ([page 37](#))

Due to the aging stormwater systems throughout Johnson County, the County makes additional funding available for replacement of stormwater infrastructure with a condition rating higher than 3.2. The funding is a 50/50 split between the County and a participating city, and funds replacement of existing infrastructure. The City secured funding for stormwater work included with the 2024 Street Rehabilitation Project and this Interlocal Agreement finalizes participation by Johnson County, allowing the City to submit for reimbursement as costs are incurred.

7. Easement Acquisition for the 2024 Street Preservation Project and the 2024 Localized Drainage Projects – Stephanie Boyce. (page 43)

In order to construct improvements for the 2024 Street Preservation Project (55th Street from Lamar Ave to the eastern city limits) and the 2024 Localized Drainage Projects the acquisition of permanent and temporary easements is required. Twenty-nine properties have signed easement documents to be approved for filing and recording with the County.

8. 2025 Street Preservation Project Design – Stephanie Boyce (page 46)

The City annually dedicates \$2.0 million to the residential Street Preservation Program, which is guided by pavement condition index (PCI) data from Stantec's 2022 study and previous geotechnical analysis by Olsson. To maintain progress with the program, the City tries to design each program one year in advance of construction. The 2025 Street Preservation Program will include the following streets: 61st Street from Broadmoor to Barkley; 62nd Street from Glenwood to Lamar; Reeds Road from Johnson Drive to 58th Street; Beverly Drive from Dearborn to Reeds. Staff recommends approval of a Task Order with Olsson in an amount not to exceed \$274,197.

9. Obligation of Funds for Operation Green Light Grant – Stephanie Boyce (page 64)

The City of Mission, in collaboration with MARC, has submitted a joint application for the Johnson Drive Traffic Signal Enhancement Project. Mission is the lead agency and project sponsor. The total project cost, including design, equipment, and installation is \$197,380.00. The local match required is \$39,480. Annual operating costs will be budgeted for in the next fiscal year budget to include the addition of these six intersections.

DISCUSSION ITEMS

OTHER

10. Department Updates - Laura Smith

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

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	May 1, 2024
Administration	From:	Robyn Fulks

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

RE: April 3, 2024 Community Development Committee minutes.

RECOMMENDATION: Review and accept the April 3, 2024 minutes of the Community Development Committee.

DETAILS: Minutes of the April 3, 2024 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

April 3, 2024

The Mission Community Development Committee met at Mission City Hall and virtually via ZOOM on Wednesday, April 3, 2024. The following Committee members were present: Sollie Flora, Cheryl Carpenter-Davis, Trent Boultinghouse, Debbie Kring, Mary Ryherd, Lea Loudon, and Brian Schmid. Councilmember Chociej appeared via Zoom. Councilmember Thomas was absent. Councilmember Loudon called the meeting to order at 6:30 p.m.

The following staff were present: City Administrator Laura Smith, City Clerk Robyn Fulks, Deputy City Administrator Justin Carroll, Deputy City Administrator Brian Scott, Parks and Recreation Director Penn Almoney, and Public Works Director Stephanie Boyce.

Public Comments

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

There were no public comments.

Public Presentations/Informational Items

Presentation from Sunflower House – Dan Madden/Judi Rodman

Councilmember Loudon announced that there will be one public presentation this evening. She invited Judi Rodman, President and CEO of Sunflower House up to speak to the work that Sunflower House is doing in the community. She thanked the Council for having her, and Chief Madden for helping to arrange the presentation. She introduced Sunflower House, the first Children's Advocacy Center in Kansas. Sunflower House is an expert in child abuse intervention and prevention services and has been serving the community for 47 years. Ms. Rodman made a presentation introducing the processes that Sunflower House uses, it's services to both victims and their non-offending family members and gave the Committee some information about the education services Sunflower House provides to the community to help with prevention efforts surrounding abuse. As part of her presentation, she showed a video that highlighted testimonials from local officials, clients and providers that work with Sunflower House, and showed their facilities in Shawnee. In 2023 Ms. Rodman's team was able to educate 40,000 people in Johnson and Wyandotte counties. They also saw 540 children from the community who

experienced abuse. They hope to become accredited in physical abuse in the future and also to expand their education program to that accreditation as well. She also thanked Police Detective Danny Smith for his personal involvement with Sunflower House. Ms. Rodman also thanked community members who help make their work happen.

Councilmember Ryherd thanked Ms. Rodman for her presentation and acknowledged the heavy topic that their work brings. She asked what the City could do to help support their work, including sharing information and volunteer information. Ms. Rodman provided packets of information that could be used for sharing their information, shared that the upcoming Friday was wear blue day for Child Abuse Awareness, and that there are many volunteer opportunities at the facility as well.

Councilmember Kring asked if there was a child who disclosed abuse, are wrap-around services provided for the non-offending parent. Ms. Rodman explained that the court system determines if a family will reintegrate. Sunflower House does provide therapy services to the victim, siblings, and the non-offending caregiver at no cost. Councilmember Kring asked if the services are only provided after there is an allegation. Ms. Rodman provided that when a child comes in an interview, they are screened for services referral. All education and therapy services are available in both English and Spanish as well.

Councilmember Loudon thanked Ms. Rodman for her work.

Mayor Flora issued a proclamation designating April as Child Abuse Prevention Month in Mission. She thanked advocates in the community that work to help children and ensuring their bright and healthy futures.

Planning Commission Items

Lot Split - 5537/5541 Woodson Street

Deputy City Administrator Brian Scott explained that Staff recently became aware of a lot at 56th Street and Woodson that has two houses on it. The

owner would like to split the lot to sell one or both of the houses. Both were built in the early 1950's and are identical. He explained that the lot is 120 linear feet along Woodson, which will be divided into two 60' wide, which meets the criteria for a lot split. The Planning Commission recommended this item with a 9-0 vote at their March meeting to be considered by the Council.

Councilmember Kring asked if one of the houses was empty and Mr. Scott indicated he believes one is.

Action Items

Acceptance of the March 6, 2024 Community Development Committee Minutes

Minutes of the March 6, 2024 Community Development Committee were provided to the Committee.

Councilmember Ryherd 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.

Water Works Park Site Furnishings

Parks + Recreation Director Penn Almoney explained that Staff excluded site furnishings from the scope of work from the General Contractor for the project in order to take advantage of cost savings. Due to the lack of snow and rainfall in the last month, the project has made great progress. Tonight, he seeks approval for the purchase of picnic tables, benches and bike racks from Wishbone Site Furnishings. Staff sought out items to maintain consistency in parks and were able to save \$3,013.50 from Wishbone due to a discount for being a repeat customer. The pieces are all recycled materials and will not have to be stained. The pieces also come with a ten-year warranty, rated to 1,000 lbs, and are very heavy to prevent theft or damage. The purchase will be for six picnic tables, five benches and eight bike racks from for a total of \$36,621.50, including shipping and handling. The true cost, with the discount, exceeded the estimates by \$4,121.50 due to manufacturing and shipping cost increases. The overall Water Works Park budget includes a contingency to cover unforeseen cost increases such as this. Staff remains committed to managing the overall project budget and look for savings opportunities.

Councilmember Boultinghouse asked if there could be some consideration to if an e-bike station were to be put at the site in the future, could that infrastructure be added later or is it included now. Mr. Almoney explained that conduit runs from the pole to the restroom area. It will be capped off now, however if an electric hub is installed the opportunity is already built in.

Councilmember Ryherd 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.

Mohawk Park Phase II

Mr. Almoney's second action item was for consideration of a construction contract to complete Phase II of Mohawk Park. Mr. Almoney explained that the second phase of Mohawk Park at the southwest corner of Mission's boundary with Overland Park is ready to proceed. Phase I work began in August of 2022 with a ribbon cutting and completion in August of 2023. Phase II improvements include completing a 10 foot wide concrete trail on the north and western edge, additional parking, an All-Abilities playground, shade and surfacing, sport court, grading, and additional native landscaping. Mr. Almoney reviewed that the playground equipment was purchased separately in October 2023 to use grant funding and a discount from the manufacturer. In February of 2024 the final playground amenities were approved by the Council. \$809,448.40 has been invested in the playground, shade surfacing and installation costs and that amount has already been encumbered. These bids are separate and are for the construction work on the site. Sands Construction was the lowest and most responsive bid. This bid was \$238,582.00 below what the engineer's estimates were, which was an exciting development. Staff is waiting for information from an application to the Land and Water Conservation Fund for a potential grant of \$566,285.00. Staff has heard that their application has preliminarily been passed along to the consideration phase of the grant process, and that the application has been recommended for approval. At this time, Staff recommends approval of a contract with Sands Construction Company for Mohawk Park Phase II improvements in an amount not to exceed \$681,565. Those funds will come from the Parks + Recreation Sales Tax Fund and 2022A Bond proceeds. An updated timeline will be provided soon.

Councilmember Kring asked if, when park updates are being presented, she would like the public to know on the expenditures what percentage of other people's money is being spent, such as sales tax revenues that come not just from residents. Mr. Almoney explained that, if grant proceeds are given, that will be shared as it is a requirement of the grant. Ms. Smith stated that Staff track that in the five year CIP, and that Staff has discussed internally to bring back project worksheets that will show the public how much comes into each

project. She also noted that there may be some timing issues with the grant, but Staff is working through those. The timing of projects with the grant review cycles has provided a challenge to keep projects on track.

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

2025-2029 5-Year CARS Program

The third action item of the evening was from Public Work Director Stephanie Boyce for consideration of the 2025 – 2029 CARS (County Assistance Road Program) projects. She noted that Staff is presenting a Resolution to adopt that program. Gas tax money and County revenues provide funding to cities to construct and maintain certain eligible streets. Each year, cities submit a 5-year road improvement plan to the County from which projects are selected for funding (up to 50% of the project's construction and construction inspection costs). Cities are responsible for design, right-of-way, and utility relocation costs. Each City is required to pass a resolution adopting a 5-year plan based on their own unique goals and objectives, and CARS projects are ultimately adopted as part of the County's annual budget process. The final commitment of funds occurs through the approval of specific interlocal agreements for each project. The recommended 2025-2029 CARS program is similar to the 2024-2028 CARS program although there have been some increases and decreases in estimated costs from last year's program which come from either reduction in scope or decreases in inflation costs from previous estimates. The 2025 project is 63rd Street from Nall Avenue to Roe Avenue. The proposed improvements include a 3-inch mill and overlay; pavement repairs; replacement of curb and gutter; spot replacement of sidewalks and ADA ramps; and pavement markings. Total estimated project cost is \$760,926.00 with Mission funding \$400,463.00 and Prairie Village funding \$80,093.00 after the CARS funding. This project decreased due to a reduction in the scope of services.

The 2026 project is scheduled to be Johnson Drive from Metcalf Ave. to Lamar Ave. Proposed improvements include full depth pavement replacement; traffic signal replacement; HAWK pedestrian signal at Riggs Ave.; spot replacement of curb and gutter, sidewalks, and ADA ramps; streetlights; and pavement markings. The initial plan for this project included stormwater infrastructure improvements and the continuation of the stormwater interceptor that was installed along Johnson Drive during the reconstruction of that street from Lamar Ave. to Nall, however that work has been removed as it has been found to not

be necessary. Olsson, the City's on-call design engineer, is currently working on concepts to evaluate right-of-way needs for widening sidewalks, including costs and any potential impact to adjacent businesses.

Mission has been awarded a \$6,000,000 Surface Transportation Grant (STP) through MARC for this project. Total estimated project cost: \$14,781,107 with Mission funding \$5,851,694 after funds from the STP grant and CARS funding. Staff also hopes to secure additional grants to bring the City's out of pocket expenses down. This project amount decreased due to the reduction in inflation and a reduction in scope to remove the interceptor.

The 2027 project is Nall Avenue from Martway Street to 63rd Street with proposed improvements to include UBAS surface treatment; pavement repairs; spot replacement of curb and gutter; sidewalks, and ADA ramps; and pavement markings. Total estimated project cost: \$373,177 with Mission funding \$204,089 after CARS funding. Prairie Village is applying for CARS funds for Nall Avenue (63rd St. to 67th St.) and Mission's funding portion is estimated to be \$73,750.

The 2028 project will be Martway Street from Woodson Road to Roeland Drive with proposed improvements to include a 2-inch mill and overlay; pavement repairs; stormwater repairs; spot replacement of curb and gutter; sidewalks, and ADA ramps; and pavement markings. Total estimated project cost: \$1,015,895 with Mission funding \$531,948 after CARS funding. That project cost had increase due to inflation estimates due to the enngth of time before the project will begin.

Finally, the 2029 project will be 51st Street from Lamar Avenue to Eastern City Limits. The proposed improvements include a full depth reconstruction; stormwater repairs; replacement of curb and gutter; sidewalks, and ADA ramps; and pavement markings. Total estimated project costs are \$2,146,046 with Mission funding \$1,170,523 after CARS funding.

Approval of the Resolution does is not for the purpose of committing the City to an expenditure of funds, but to communicate to the County the projects and considerations over the next five years.

Councilmember Kring asked if Ash Drive was in Roeland Park (from the packet materials), and Ms. Boyce explained that with the 2029 project, Roeland Park is applying for CARS funds to replace the traffic Signal at Johnson Drive at Ash

Drive. Mission's portion is estimated to be \$145,000. Councilmember Kring asked if it was common practice for Mission to pay for something in another City, and Ms. Boyce explained that the area in question is right on the city limits border. Many times, projects touch other surrounding cities, which requires an interlocal agreement with the managing city of the project.

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

Task Order Design of 2025 CARS Project

Public Works Superintendent Brent Morton presented his first item of the evening for consideration of a task order for design of the 2025 CARS project, which is 63rd Street from Nall Ave. to Roe Ave. Estimated costs are \$720,926.42 and is a joint project with Prairie Village that Mission is administering. Once the design is completed portion, another interlocal will come forward with a breakdown of costs. Mission will pay more for this project as Prairie Village made some improvements to this street within the last few years that will require less curb work and full depth patching on the Prairie Village side. The scope of work includes a 3-inch mill and overlay, spot sidewalk and curb replacement, spot full depth pavement repairs, stormwater repairs, and pavement markings. The design contract is \$32,466.00 and Staff recommends approval with Olsson and Associates.

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

Roe Traffic Signal

Mr. Morton's second item of the evening was for consideration of a traffic light purchase for the Roe Avenue project. He explained that the 2024 CARS project is Roe Avenue from Johnson Drive to 63rd Street, and supply chain issues have created a very long lead time for traffic signals. Engineering services have recommended pre-ordering those difficult to obtain materials to keep the project on time. There is oftentimes a year or more of lead time required for some of the components. Staff would like to pre-order the equipment to keep the project on schedule after construction. There will still be a delay, as seen with the Foxridge Drive traffic signal. Staff tried to obtain two quotes for the equipment,

however he was only able to obtain one, but he is still working to obtain a second quote and hopes to bring that forward at the City Council Meeting on April 17. Additionally, KDOT has given approval, and the project will go out to bid with bids back on April 29. Mr. Morton also noted that Johnson County Wastewater has fast tracked emergency repairs along Roe Avenue to complete them before the new street is built to avoid digging up that work.

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

2024 Localized Stormwater Projects

Mr. Morton's final action item of the evening was for approval of 2024 Localized Stormwater Projects, which is a new concept for Mission. During CIP conversations, Staff talked about funding sinkholes and fixing localized issues that are not emergencies but need repair. Staff has \$150,000.00 budgeted for sinkholes and emergency repairs, and another \$250,000.00 was able to be added for localized stormwater projects in 2023. Staff started design on the projects in 2023, however the projects were unable to be completed in 2023 due to some easement issues. Those funds rolled over to 2024 and there is enough funding to complete four projects. Methodology is used to rate the projects for fairness of ranking. Flooding, harm to property, and costs are the big factors. Once identified, those projects go into a matrix for ranking to work within need and budget limits. The first is 6126 Glenwood Street, a flat area that holds water and causes erosion of driveways for residents. The second is 5030 Foxridge Drive where an open channel overtakes the sidewalk during heavy rain, which will need grading to run water under the culvert. 5230/5234 Riggs Road are a street built in 2023 where houses are now being built with some CMP running through yards. These repairs will allow the new homes a good spot to tie in without getting into new infrastructure at a later date. Finally, 6212 Rosewood is a flooding issue due to poor drainage in the cul de sac. Mr. Morton believes the program will be very advantageous to residents.

He explained that four bids were considered with Infrastructure Solutions being the lowest and most responsive bidder at \$209,685.00. Staff recommends approval of the contract with Infrastructure Solutions.

Councilmember Boultinghouse expressed his agreement with treating this as a stand-alone time now. He would love to have more conversations with Mr.

Morton about the methodology used. He would like to see the project highlighted more. Mr. Morton stated he would be happy to share the matrix, and he believes it really benefits Staff and residents to see the ranking system of why some projects are chosen before others.

Ms. Smith shared that, during the April 24 budget work session, this program will be discussed, and the matrix will be presented. That will include photos of the projects, estimates, descriptions, and rankings. Staff will be able to share what has been targeted over the next five-year CIP on the stormwater side.

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

Right of Way Use Agreement for a Portion of Martway Street Between Nall and Roeland Drive

Mr. Scott returned for the final Action Item of the evening, approval of a Right of Way use agreement for a portion of Martway Street between Nall Ave. and Roeland Drive. Mr. Scott explained that during a conversation with the owner of the Mission Mart shopping center, Staff discovered that portion of the parking lot encroaches into the right of way from Martway. An Alta Survey (a very detailed survey) was completed to show all easements, and everything associated with the property. The site owner wanted to correct this; however the City would not give up the right of way. A right of way use agreement was drafted to allow the owner to keep their improvements in the right of way, including their responsibility and liability in the improvements, and the City has the right to reclaim if necessary for something like street widening, sidewalks, or a cycling track. The agreement identifies that the owner is encroaching into the right of way and that the City knows that but also has a right to reclaim in the future.

Mayor Flora clarified that Staff has notified the owner that there are potential plans for the area that could change things in the coming years. Mr. Scott confirmed that is correct, and that he has shared draft plans of the Rock Creek Trail corridor and that it is very clearly stated in the agreement that the City has the right to reclaim.

Councilmember Kring asked if there was any term length of time identified in the agreement and Mr. Scott confirmed that is correct.

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

Discussion Items

There were no discussion items.

Department Updates

Ms. Smith shared that a Bike/Ped Open House will be held on Tuesday, April 9 from 6 – 8 p.m. at the Community Center. She also reminded the Committee that the State of the County luncheon will be held on Tuesday April 9 as well for those who signed up to attend. She also noted that Staff awarded a contract for the improvements on 55th Street in March, and a letter will go out the following day to residents advising them of work to begin.

Ms. Smith gave kudos to the Parks & Recreation Staff for the Bunny Eggstravaganza event, which was bigger than ever and a great event, She also reminded the Committee members to sign up for the 2024 Citywide Clean UP event with Ms. Fulks. She shared that Staff also worked together as a wellness event to help clean up the facilities at the outdoor pool that day.

Councilmember Kring asked for an update on why lane changes are present along Johnson Drive between Lamar Ave. and Metcalf. Mr. Morton explained that tis part of the 20265 Johson Drive project. Olsson is under contract for design and are doing borings for bedrock information to be ahead of the project. Some elevation shots are also being taken of the duct bank. Councilmember Kring asked if the interceptor was gone from that stretch of road and Mr. Morton confirmed that was correct. Doing that work will also allow for a better price during construction. The work will go on for about three days.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 7:44 p.m.

Respectfully submitted,

Robyn L. Fulks, City Clerk

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	May 1, 2024
Parks + Recreation	From:	Penn Almoney

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

RE: Powell Community Center Lease-Purchase of Cardio Fitness Equipment

RECOMMENDATION: Accept the bid from Advanced Exercise in the amount of \$134,809.15 for replacement of cardio equipment at the Powell Community Center (PCC) and approve the Resolution authorizing the Mayor to execute the necessary documents to complete the lease-purchase with Kansas State Bank to finance the purchase of the equipment over a three-year period.

DETAILS: Most of the PCC’s cardio equipment (treadmills, ellipticals, stationary bikes, etc.) is replaced every three years. This allows the City to keep the most current and technically advanced cardio equipment in the facility and helps to minimize repair costs by retaining equipment only as long as it is under full warranty. The last lease-purchase of cardio equipment was in 2021.

The recommendation for 2024 maintains the existing number of elliptical units in the facility. And, based on patron use data, removes one treadmill, one bike w/ virtual interface and one powermill unit. The recommended lease-purchase will add one recumbent bike along with two new units, a vertical climber and an arc trainer which both target an under-represented category of full-body cardio in the current line-up.

The City has relied on a lease-purchase arrangement in the past to finance the acquisition of cardio equipment. By lease-purchasing the equipment, the City can take advantage of covered maintenance costs while still keeping other dollars available for Parks + Recreation capital projects or purchases.

Staff solicited bids from Performance Fitness Equipment, Central States Fitness, Push Pedal Pull and Advanced Exercise, two of whom were responsive. A summary of the two bids is included in the following table:

	<u>Push Pedal Pull</u> (Precor Equipment)	<u>Advanced Exercise</u> (Life Fitness Equipment)
Equipment Total	\$123,742.26	\$128,609.15
Freight, Delivery + Install	\$10,230	\$8,450

Amount Requested:	2024 - \$ 23,037.42 (First Year Payment)
Line Item Code/Description:	10-90-807-05 Miscellaneous Expense Special Parks Fund
Available Budget:	\$55,000 (for annual lease payments)

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	May 1, 2024
Parks + Recreation	From:	Penn Almoney

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

Group Purchase Discount	NA	-\$2,250
TOTAL	\$133,972.26	\$134,809.15
Interest Rate	6.5%	6.29%
Monthly Lease Payment	\$3,955.53	\$3,839.57

In addition to a slightly lower monthly lease rate, Staff recommends the City acquire the cardio equipment from Advanced Exercise through a lease-purchase agreement based on the following considerations:

- Advanced Exercise is the only vendor of Life Fitness cardio equipment, which is still considered the leader in professional-grade fitness equipment.
- Advanced Exercise provides a guaranteed buyback of the equipment at the end of the lease term, if new equipment is purchased through them.
- The City has purchased cardio equipment from Advanced Exercise for the last several replacement cycles and has established a positive relationship with the vendor and their warranty maintenance team.
- The current lease-purchase was structured with a final payment of \$15,726. Under the agreement, Advanced Exercise will make the final balloon payment as long as new cardio equipment is purchased from them.

After consultation with our financial advisor, it was determined that the most optimal arrangement would be to work directly with the vendor and their financial institution, Kansas State Bank, who is offering to finance the purchase at 6.29% over three years, which equates to 35 monthly payments of \$3,839.57, with a one-time, final payment of \$10,240.

The entire lease-purchase is \$148,464.52 (\$134,809.15 principal plus \$13,655.37 in interest) and represented a \$288.18/mo increase over current monthly lease payments. Total amounts due in each of the following budget years are as follows:

2024: \$23,037.42 2025: \$46,074.84
2026: \$46,074.84 2027: \$33,277.42 (Includes final payout of \$10,240)

Amount Requested:	2024 - \$ 23,037.42 (First Year Payment)
Line Item Code/Description:	10-90-807-05 Miscellaneous Expense Special Parks Fund
Available Budget:	\$55,000 (for annual lease payments)

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	May 1, 2024
Parks + Recreation	From:	Penn Almoney

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

The proposed financing strategy continues to allow the City to maintain industry-leading equipment while minimizing expenditures for repairs and avoiding dramatic spikes in capital equipment expenditures. Funds are budgeted from the Special Parks Fund. The Resolution included in the packet authorizes the Mayor to sign the necessary documents to enter into a lease-purchase agreement with Kansas State Bank for the purchase of the cardio equipment.

CFAA CONSIDERATIONS/IMPACT: The cardio equipment at the Community Center provides opportunities for individuals of all ages to maintain and improve their health and overall quality of life.

Amount Requested:	2024 - \$ 23,037.42 (First Year Payment)
Line Item Code/Description:	10-90-807-05 Miscellaneous Expense Special Parks Fund
Available Budget:	\$55,000 (for annual lease payments)

**CITY OF MISSION
RESOLUTION NO. _____**

RESOLUTION AUTHORIZING THE CITY OF MISSION, KANSAS TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF ACQUIRING CERTAIN EQUIPMENT FOR USE IN THE CITY; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, under the constitution and statutes of the State of Kansas, particularly Article 12, §5 of the Kansas Constitution and K.S.A. 12-101, the City of Mission, Kansas (the “City”) is empowered to enter into certain lease purchase agreements and installment purchase agreements for the lease and/or acquisition of property; and

WHEREAS, K.S.A. 10-1116b provides in pertinent part that nothing in the provisions of K.S.A. 10-1101 *et. seq.* (Kansas Cash Basis Law) shall prohibit a municipality from entering into a lease agreement, with or without an option to buy, or an installment-purchase agreement, if any of such agreements specifically state that the municipality is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality’s current budget year or (b) funds made available from any lawfully operated revenue producing source; and

WHEREAS, the City has immediate need for exercise equipment for use at the City’s Sylvester Powell, Jr. Community Center (collectively, the “Equipment”) to further its governmental and public purposes as contemplated by law; and

WHEREAS, the governing body of the City (the “Governing Body”) has considered various means of financing the acquisition of the Equipment, and has found and determined that it would be in the public interest to acquire the Equipment through the execution and delivery of a lease-purchase agreement and related documents; and

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS, AS FOLLOWS:

Section 1. Authorization and Approval of the City Documents. The following documents (collectively, the “City Documents”) are hereby approved in substantially the forms submitted to and reviewed by the Governing Body on the date hereof, with such changes therein as shall be approved by the Mayor, the Mayor’s execution of the City Documents and related documents to be conclusive evidence of such approval:

a. An annually-renewable Lease-Purchase Agreement (the “Lease”) with Kansas State Bank (Baystone Government Finance), as lessor (the “Lessor”), pursuant to which the City will lease, as lessee, the Equipment from the Lessor, with an option to purchase, for a lease term of not to exceed 3 years and for rental payments with aggregate principal components of an estimated \$134,809.15 and interest components of rental payments to be computed at a rate of 6.290% per annum;

b. An Escrow Agreement (the “Escrow Agreement”), among the City, the Lessor and the escrow agent named therein; and

c. A vendor agreement (the “Vendor Agreement”), with Advanced Exercise Equipment, the vendor of the Equipment.

The obligation of the City to make Rental Payments (as defined in the Lease) under the Lease is subject to annual appropriation and shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease shall be construed so as to give effect to such intent.

The Mayor is hereby authorized and directed to execute and deliver the City Documents for and on behalf of the City. If required, the City Clerk is hereby authorized to affix the City’s seal to the City Documents and attest said seal.

Section 2. Further Authority. The City shall, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be in force and take effect from and after its adoption by the Governing Body of the City.

ADOPTED by the Governing Body of the City on May 15, 2024.

Solana Flora, Mayor

ATTEST: (SEAL)

Robyn L. Fulks, City Clerk



Baystone Government Finance

April 08, 2024

FORMAL PROPOSAL

OBLIGOR: CITY OF MISSION, KS

- ✓ This is a finance/ownership contract with vendor guaranteed buyback.
- ✓ Fixed interest rate for the three (3) year term.

EQUIPMENT: NEW FITNESS EQUIPMENT

OPTION 1

Acquisition Cost: \$134,809.15	Term: Three (3) years	First Payment Due: At Closing
Down Payment: \$ 0.00	Payment Mode: Monthly	Payment Amount (1-36): \$3,839.57
Trade In: \$ 0.00	Interest Rate: 6.290%	Final Payment Due: One Month After 36 th Pmt
Principal Balance: \$134,809.15		Final Payment Amount (37): \$10,240.00

- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before April 22, 2024. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. Should there be a significant change in market rates at any time prior to funding of the transaction, Baystone Government Finance reserves the right to adjust the Interest Rate quoted above.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**
- Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934

BAYSTONE GOVERNMENT FINANCE

CITY OF MISSION, KS

Aaron Lindsten ~ alindsten@ksstate.bank
Vice President

Signature

Title

Date

1010 Westloop Place, Manhattan, KS 66502
800.752.3562 ~ Fax: 785.537.4806

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	May 1, 2024
Parks + Recreation	From:	Penn Almoney

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

RE: Mohawk Park Phase II Improvements Third-Party Testing and Inspection Services

RECOMMENDATION: Approve a testing and inspection services agreement with Intertek-PSI for the 2024 Mohawk Park Phase II Improvement Project in an amount not to exceed \$15,684.

DETAILS: The 2024 Mohawk Park Phase II Improvement Project is ready to proceed to construction. The design contract with Confluence includes some construction administration services, but the scope and nature of the project requires 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.

Staff solicited proposals from three engineering firms: Terracon, Alpha and Omega and Intertek-PSI. The proposal from Intertek-PSI was the only responsive proposal received. Staff recommends approval of a testing and inspection services contract for the Mohawk Park Phase II Improvements Project with Intertek-PSI in an amount not to exceed \$15,684. This amount is under the original budget of \$25,000. All documentation, observation, and required testing is included within the scope of services.

The third-party testing and inspection services will be paid for from the 2024 Outdoor Parks budget (Parks + Recreation sales tax) identified in the Parks and Recreation Capital Improvement Plan.

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:	\$25,000

April 17, 2024

Penn Almoney
Director of Parks + Recreation
6090 Woodson St. Mission, KS 66202

Email: palmoney@missionks.org

Re: Proposal for Construction Materials Testing and Observation Services
Mohawk Park Phase 2
NEC 67th Street, Lamar Ave.
PSI Proposal No. 0353-423553

Dear Penn:

Professional Service Industries, Inc., (PSI) an Intertek Company, is pleased to submit this proposal to provide construction materials testing and observation services for the referenced project.

PSI understands that our services will consist of testing and observing:

- Engineered Grading and/or Filling
- Placement of Reinforcing Steel
- Concrete

PSI proposes to provide the described services on a unit-price basis. The total fees will be determined by the actual amount of technical time expended for this project and the actual quantity of laboratory tests performed. For initial budgeting purposes, PSI has prepared the following estimate for observation and testing services based on information supplied by Penn Almoney, which included a review of the issue for bid set of plans dated February 13, 2024. The work performed by PSI will depend on the actual construction schedule. Our work will be performed at the direction of the designated responsible representative on an on-call basis.

Please note that our services do not include supervision or direction of the actual work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the responsibility of others.

Under the scope of work covered by this proposal, the words "inspection" and "verify" are used to mean observation of the work and the conducting of tests by PSI to determine substantial compliance with plans, specifications and design concepts. The term "continuous" as stated herein, shall mean the technician/inspector is on the site and in the general work area during the activity requiring observation and testing.





ESTIMATED SCOPE OF WORK

I. Earthwork

PSI has (8) trips to observe subgrade proof-roll testing, (10) trips for density testing of the aggregate base, and (1) trip to retrieve soil samples for laboratory testing. PSI anticipates (3) samples to be retrieved.

- A. Engineering Technician to monitor placement operations of engineered fill and perform in-place density tests
 Estimated 75 hours @ \$69.00 per hour\$5,175.00
- B. Moisture-Density Relationship (Standard)
 Estimated 3 tests @ \$190.00 per test\$570.00
- C. Atterberg Limits
 Estimated 2 test @ \$110.00 per test.....\$220.00
- D. Project Engineer to observe and supervise field personnel and review reports
 Estimated 10 hours @ \$110.00 per hour\$1,100.00
- E. Vehicle Charge
 Estimated 19 trips @ \$15.00 per trip\$285.00

ESTIMATED TOTAL FOR EARTHWORK \$7,350.00

II. Concrete

PSI estimates (14) trips for courts, curb, fence posts and gutter and sidewalk concrete placements and (1) trip for the concrete court rebar inspection by a senior technician. PSI has included (10) sample retrieval trips to retrieve strength samples.

- A. Engineering Technician to perform slump, temperature and air content determinations and cast concrete cylinders
 Estimated 76 hours @ \$69.00 per hour\$5,244.00
- B. Senior Engineering Technician to inspect structural wall reinforcing steel placement
 Estimated 5 hours @ \$79.00 per hour\$395.00
- C. Concrete Cylinders – compressive strength
 Estimated 70 tests @ \$20.00 per test\$1,400.00
- D. Project Engineer to observe and supervise field personnel and review reports
 Estimated 7 hours @ \$110.00 per hour\$770.00
- E. Vehicle Charge
 Estimated 25 trips @ \$15.00 per trip\$375.00

ESTIMATED TOTAL FOR CONCRETE..... \$8,184.00

III. Administration Fees

- A. Project Set-Up\$150.00

SUMMARY OF PROPOSED FEES

- I. Earthwork\$7,350.00
- II. Concrete\$8,184.00
- III. Administration Fees\$150.00

TOTAL ESTIMATED FEES\$15,684.00



Services requested but not quoted in this proposal will be performed in accordance with the attached "Schedule of Services and Fees". It is also proposed that the work be performed pursuant to PSI's General Conditions, which are enclosed and incorporated into this proposal. PSI will proceed with the work and will issue the daily materials testing and inspection reports after receipt of a signed copy of this proposal intact or a purchase order referencing this proposal by number and date. When returning this proposal, please complete the attached Project Data Sheet so that your file can be properly established.

Remarks: See attached "Schedule of Service and Fees".

A representative of PSI will be contacting you to confirm receipt of this proposal and to discuss any questions that you may have. PSI appreciates the opportunity to offer its services and looks forward to working with you on this project.

Respectfully submitted,
Professional Service Industries, Inc.

Handwritten signature of Mahdi Sahafnia in black ink.

Mahdi Sahafnia
Project Manager

Handwritten signature of William E. Odell in blue ink.

William E. Odell
Principal Consultant

Handwritten signature of Frederick Mcdaniel in black ink.

Frederick Mcdaniel
Department Manager

Attachments: Schedule of Services and Fees
 General Conditions



Proposal Acceptance:

<p>AGREED TO, THIS _____ DAY OF _____, 2024</p> <p>PRINT NAME/TITLE: _____</p> <p>COMPANY: _____</p> <p>SIGNATURE: _____</p>
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PROJECT DATA SHEET

Project Information:

Project Name: _____

Project Address: _____

Client Project No.: _____ Purchase Order No.: _____

Project Manager: _____ Telephone No.: _____

Site Contact: _____ Telephone No.: _____

Report Distribution:

Name: _____	Name: _____
Company: _____	Company: _____
Email: _____	Email: _____
Name: _____	Name: _____
Company: _____	Company: _____
Email: _____	Email: _____
Name: _____	Name: _____
Company: _____	Company: _____
Email: _____	Email: _____

Invoicing:

Company Name: _____

Address: _____

City, State, Zip Code: _____

Attn: _____ Phone No. _____

Email Invoice (if required): _____

Other Pertinent Information or Previous Subsurface Information Available: _____

SCHEDULE OF SERVICES AND FEES

TECHNICAL SERVICES

Engineering Services for field observations, report review, consultation, special inspection submittal preparation, attend pre-construction and progress meetings.

Chief Engineer	Per Hour	\$ 240.00
Principal Consultant.....	Per Hour	\$ 210.00
Senior Engineer/Geologist/Manager	Per Hour	\$ 155.00
Project Engineer/Manager.....	Per Hour	\$ 110.00

PERSONNEL / FIELD SERVICES

Engineering Technician

Asphalt/Concrete/Soil Field Testing		
Sample Pick-up/Preparation	Per Hour	\$ 69.00

Senior Engineering Technician

Concrete Tilt-up Panel Inspection		
Shallow Foundation/Drilled Pier/Pile Inspection		
Drill & Epoxy/Anchor Bolt Inspection		
Fireproofing Inspection		
Masonry Inspection		
Reinforcing Steel/Post-Tension Inspection		
Soil Fill Control/Site Observation/Proofroll		
State Certified (KDOT) Sampling/Field Testing	Per Hour	\$ 79.00

Field Engineer

Firestopping		
Ferroscan Operator	Per Hour	\$ 89.00

Structural Steel Inspector/Certified Welding Inspector/NDE

Visual Weld Inspection		
High Strength Bolted Connections		
Steel and Wood Frame Observation	Per Hour	\$ 99.00

LABORATORY TESTING SERVICES

Soils/Aggregate

Atterberg Limits Determination (LL/PI)	Per Test	\$ 110.00
Moisture/Density Relationship (Proctor):		
ASTM D698 (Standard).....	Per Test	\$ 190.00
ASTM D1557 (Modified).....	Per Test	\$ 225.00
Oversized Correction	Per Test	\$ 85.00
Gradation (C136)	Per Test	\$ 88.00
Gradation (C136) Coarse Aggregate Large Size (>1")	Per Test	\$ 160.00
Specific Gravity & Absorption (C127/C128).....	Per Test	\$ 80.00
Materials Finer than #200 in Aggregates (C117)	Per Test	\$ 55.00

Concrete

Concrete Compression	Per Test	\$ 20.00
Concrete Compression (Contractor made)	Per Test	\$ 40.00
Concrete Compression of Drilled Core	Per Test	\$ 65.00
Shotcrete Compression (Includes Coring of Panel at PSI).....	Per Test	\$ 105.00
Flexural Strength of Concrete (Beams).....	Per Test	\$ 65.00
Floor Flatness Survey	Each	\$ 650.00
Moisture Vapor Emission Calcium Chloride	Per Test	\$ 45.00
Relative Humidity in Concrete	Per Test	\$ 65.00

SCHEDULE OF SERVICES AND FEES

Asphaltic Concrete Testing

Asphalt Core Density	Per Test	\$ 28.00
Asphalt Extraction and Gradation.....	Per Test	\$ 150.00
Asphalt (Solvent) Extraction and Gradation	Per Test	\$ 230.00
Asphalt Extractions and Gradation Large Size (> ¾")	Per Test	\$ 250.00
Marshall Properties (includes molding of 3 specimens)	Set of 3	\$ 240.00
Gyratory Pill Compaction with Density (150 mm)	Per Test	\$ 150.00
Gyratory Pill Compaction with Density (100 mm)	Per Test	\$ 130.00
Maximum Theoretical Specific Gravity (Rice)	Per Test	\$ 135.00

Masonry Product Testing

Grout:

Compressive Strength: 3"x3"x6" Prisms/2"x2" cubes (C1019/C109).....	Per Test	\$ 22.00
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Concrete Masonry Units:

Compressive Strength Testing:

8" & 12" Block (C140)	Per Test	\$ 80.00
8" & 12" Hollow Prism (C1314)	Per Test	\$ 120.00

Fireproofing

Adhesion/Cohesion.....	Per Test	\$ 60.00
Density	Per Test	\$ 50.00

EQUIPMENT

Concrete/Asphalt Coring Equipment (Includes Barrel).....	Per Day	\$ 165.00
Ferrosan	Per Day	\$ 225.00
Nuclear Density Gauge	Per Day	\$ 36.00
Ultrasonic Equipment.....	Per Day	\$ 185.00

REMARKS

- 1) Unit prices attached are in effect for twelve (12) months from the date of this proposal. Services and fees not listed above will be quoted upon request.
- 2) Services will be charged on a whole hourly basis from the time the engineer or technician leaves the office until he/she returns from the project (portal to portal). All field services will be billed a four (4) hour minimum per trip. Vehicle charges will be based on \$15.00 per trip to the project site.
- 3) Scheduling or cancellation of field testing and observation services is required 24 hours prior to services being performed on the next business day. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4 hour charge.
- 4) Overtime rate of 1.5 times the hourly unit rate is applied for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 5:00 PM and for Saturdays. Work performed on Sundays and Holidays will be billed at 2 times the hourly unit rate. Surcharges for laboratory services during overtime hours and/or for expedited results may apply.
- 5) Transportation and per diem are charged at the applicable rates. Rates involving mileage (including transportation, mobilization, vehicle, and trip charges) are subject to change based upon increases in the national average gasoline price. A fuel surcharge shall be applied to invoices to offset the increase in fuel prices. Increases shall be made no more often than monthly.
- 6) Unless noted otherwise: Concrete cylinders are made in accordance with ASTM C-31(4x8 cylinders) except for Section 10.1.2. Asphalt field compaction tests are performed in accordance with ASTM D-2950 except Section 3.5 unless noted otherwise. Asphalt extraction data from ASTM D-6307 Method B except Section 12. ACI 301-10 section 1.6.2.2.d, states that the contractor is responsible for "[providing] space and source of electrical power on the project site for facilities to be used for initial curing of concrete test specimens as required by ASTM C31/C31M, for the sole use of the Owner's quality assurance testing agency." PSI understands the term "space" to mean "an environmentally controlled and secure space" for initial curing in the field, and the contractor is required to provide electricity and security of the space. Accordingly, this proposal does not include provisions or the associated fee for PSI to provide this service. The initial curing box can be provided at the project site for additional fees which shall include the daily rental cost and associated mobilization cost of the curing box. In the event the curing box is stolen or damaged as the site security is the responsibility of the contractor, PSI shall invoice the cost of the same at cost plus 15%.
- 7) For all PSI services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 8) A project set-up charge of \$150.00 applies to each project.
- 9) The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. INDEMNITY: Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.

13. EMPLOYEES/WITNESS FEES: PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.

14. FIDUCIARY: PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.

15. RECORDING: Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.

16. CHOICE OF LAW AND EXCLUSIVE VENUE: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.

17. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	May 1, 2024
Public Works	From:	Brent Morton

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

RE: Contract Award for Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street)

RECOMMENDATION: Approve a contract with Amino Brothers Co., Inc.. for construction of the Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street) 2024 CARS Rehabilitation Project in an amount not to exceed \$1,476,817.65.

DETAILS: On April 19, 2023, the City Council approved a resolution adopting the 5-Year CARS Street Improvement Program for 2024-2028, which included the Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street) in 2024. A design contract for the project was authorized by the City Council in July 2023. This is a joint project with Roeland Park, Fairway and Prairie Village with Mission administering the project.

The proposed improvements include mill and overlay with two-inch asphalt surface pavement repairs, median replacement, spot replacement of curb and gutter, sidewalks and ADA ramps, stormwater repairs and pavement markings. The traffic signal at Johnson Drive and Roe Avenue will be replaced, and pedestrian signals installed with a crosswalk on the east side of the intersection. A new sidewalk will be installed on the east side of Roe Ave. between 59th St. and Johnson Drive.

The project was bid in April 2024 and bids were opened on April 26, 2024. There were 4 bidders, with Amino Brothers Co.,Inc. submitting the lowest and most responsive bid. The results of the bid opening are included in the table below:

Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street)	
Engineer’s Estimate	\$1,845,657.00
Amino Brothers	\$1,476,817.65
McAnany Construction	\$1,615,000.00
JM Fahey Construction	\$1,528,890.50
VFA Builders	\$1,585,273.80

All bids received were under the original engineer’s estimate submitted to CARS. This will impact the estimated reimbursement amount from the County, as well as the project cost-shares for the cities of Fairway and Prairie Village.

Mission will fund approximately 63% of the total construction cost, Roeland Park 14%, Fairway 22% and Prairie Village 1%. The total construction/construction inspection project costs for this project are estimated to be \$1,539,517.65.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Capital Improvement Fund
Available Budget:	\$1,600,000

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	May 1, 2024
Public Works	From:	Brent Morton

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

Construction	\$1,476,817.65
Construction inspection	\$ 62,700.00
Total	\$1,539,517.65
Less CARS funding	(\$ 769,758.83)
Net Project Cost	\$ 769,758.83

An Interlocal Agreement between Mission, Roeland Park, Fairway and Prairie Village and has already been approved and executed by each agency to share in the net project cost.

Construction is anticipated to begin in June/July 2024 and is estimated to be completed in December 2024.

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

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Capital Improvement Fund
Available Budget:	\$1,600,000

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	May 1, 2024
Public Works	From:	Brent Morton

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

RE: Construction Inspection Services Agreement – Roe Avenue Rehabilitation Project (2024 CARS Project)

RECOMMENDATION: Approve a construction inspection services agreement with Pfefferkorn Engineering & Environmental, LLC (Pfefferkorn) for construction inspection services for the Roe Avenue Rehabilitation Project in an amount not to exceed \$62,700.00

DETAILS: On April 19, 2023, the City Council approved a resolution adopting the 5-Year CARS Street Improvement Program for 2024-2028, which included the Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street) in 2024.

The proposed improvements include a mill and overlay with two-inch asphalt surface pavement repairs, median replacement, spot replacement of curb and gutter, sidewalks and ADA ramps, stormwater repairs and pavement markings. The traffic signal at Johnson Drive and Roe Avenue will be replaced, and pedestrian signals installed with a crosswalk on the east side of the intersection. A new sidewalk will be installed on the east side of Roe Ave. between 59th St. and Johnson Drive.

Construction inspection services are necessary for the Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street) in order to achieve quality construction in accordance with the City’s plans and specifications. Pfefferkorn has consistently provided cost effective, quality construction inspection services for major street projects over the last four years.

Based on Pfefferkorn’s qualifications, previous experience, and cost, Staff recommends approval of a construction inspection services agreement for the Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street) with Pfefferkorn in an amount not to exceed \$62,700.00. All documentation, observation, and required testing is included as part of this contract.

The contract is based on part-time services and the City will only be billed for actual time spent on the project. Construction is anticipated to begin in June/July 2024 and is

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$106,900.00

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	May 1, 2024
Public Works	From:	Brent Morton

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

estimated to be completed in December 2024.

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

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$106,900.00



Pfefferkorn Engineering & Environmental, LLC

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



**Roe Avenue Pavement Rehabilitation – 63rd St to Johnson Dr.
Construction Inspection Services**

PROPOSAL

Pfefferkorn Engineering & Environmental, LLC is pleased to offer the following proposal for your consideration. Pfefferkorn understands the general scope of services to include project inspection, documentation, materials testing, and construction administration for the public roadway improvements including but not limited to reconstruction, asphalt surfacing, milling, concrete and pavement marking.

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

Our inspector will check traffic control daily, inspect work items conform to specifications and be dedicated to the project during contractor activity. As per the City’s request, this proposal has part-time inspection covering major contractor activity including material testing.

The quoted amounts are based on the project scope, plans and quantities provided April 10, 2024. The City has allotted 215 calendar days to completion, starting approximately May 31, 2024. Working hours are anticipated to be Monday through Friday from 7:00 am to 6:00 pm and Saturday 8:00 am to 6:00 pm. (No work is anticipated on Sunday). The following table is a budgetary upper limit we anticipate covering the inspection and material testing scope of the Roe Avenue Pavement Rehabilitation Project.

PART TIME INSPECTION	Quantity	Unit	Unit Cost	Subtotal
Certified Inspector (part-time, coverage of major contractor activity)	700	Hours	\$85	\$59,500
Concrete testing Slump, Unit Weight, Air Content, Temperature, Compressive Strength (4" x 8" Cylinders – set of 7)	20	Each	\$80	\$1,600
Aggregate Gradation Sieve Analysis AB-3 OP Modified	1	Each	\$100	\$100
Asphalt Properties (Gyratory Compaction, Marshall properties, Rice Density)	1	Each	\$850	\$850
Field Density Testing for Asphalt and Base Compaction (portable gauge)	6	Days	\$150	\$900
			TOTAL	\$62,700

This cost amounts stated above are to serve as a not-to-exceed limit for construction inspection and materials testing services. *Inspection hourly rate is billed at \$85 per hour. Project duration expected sometime between May 31, 2024 to December 1, 2024 and subject to the contractor's work schedule approved by the City.*

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

Very kind regards,



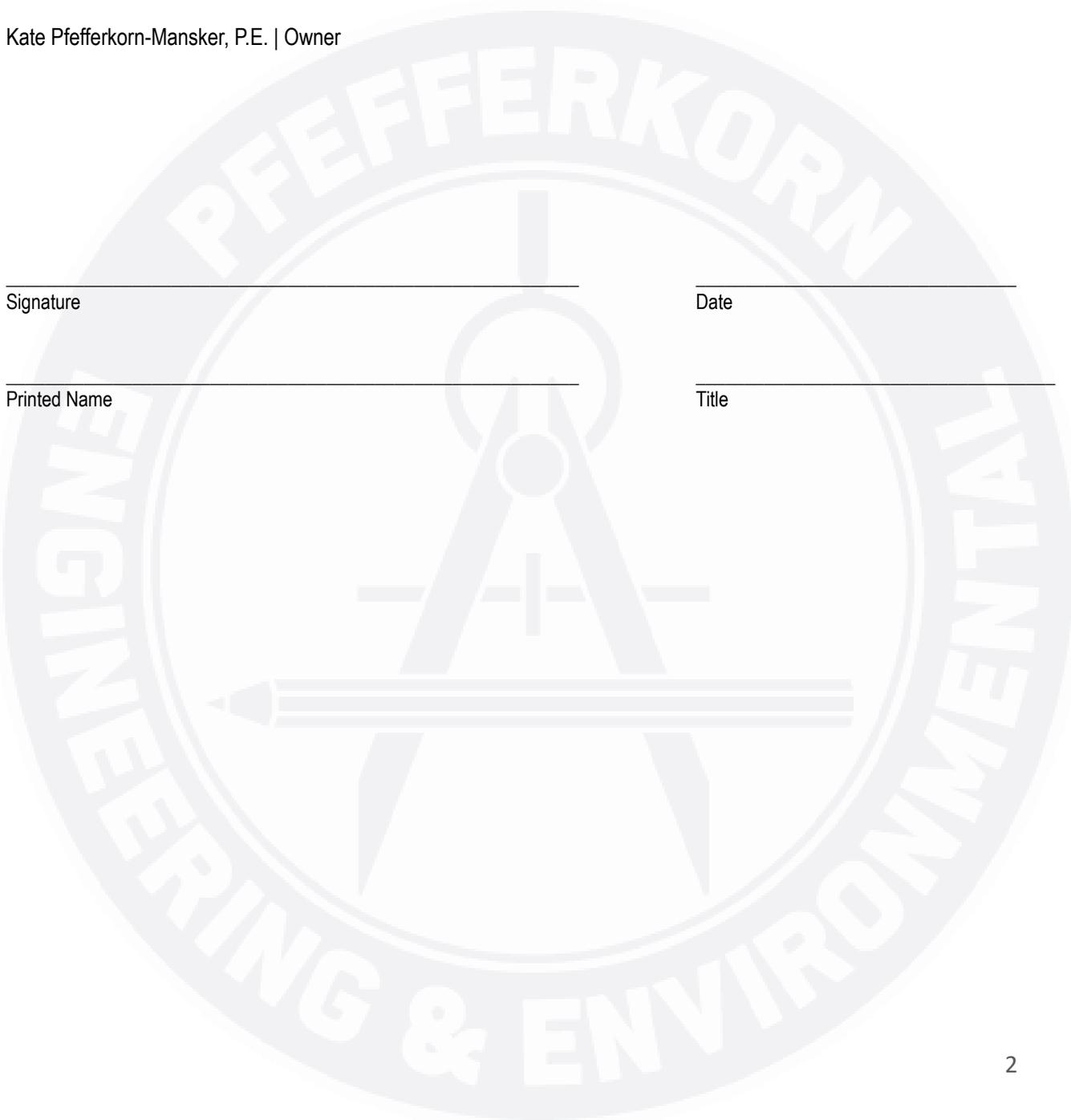
Kate Pfefferkorn-Mansker, P.E. | Owner

Signature

Date

Printed Name

Title



City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	May 1, 2024
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 – 2024 Street Preservation Project

RECOMMENDATION: Approve an Interlocal Agreement with Johnson County for the 2024 Stormwater System Renewal Project known as 2024 Mission Street Repairs (1-MI-2024-R-530).

DETAILS: Due to the aging stormwater systems throughout Johnson County, the County makes additional funding available for replacement of stormwater infrastructure with a condition rating higher than 3.2. The funding is a 50/50 split between the County and a participating city, and funds replacement of existing infrastructure. Cities are required to cover costs for stormwater system upgrades such as increased size or additional (new) stormwater infrastructure.

Staff submitted an application in 2023 to the County to replace all eligible stormwater assets for the 2024 Street Rehabilitation Project and other capital projects. Johnson County sent an intent to proceed on April 10, 2024.

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 \$532,860 estimated total project cost or \$266,430) 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 2024 stormwater infrastructure associated with the 2024 Street Program as costs are incurred.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	25-90-805-70 Street Preservation
Available Budget:	\$266,430 (City’s 50% match)

**Agreement between
Johnson County and the City of Mission
For a Stormwater System Renewal Project
known as Mission Street Repairs
1-MI-2024-R-530**

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 Repairs (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 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 Thirty Two Thousand Eight Hundred Sixty Dollars (\$532,860). 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:

Stephanie Boyce
Public Works Director
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:

Scott Abbott
Assistant County Counselor

City Attorney

City of Mission	Item Number:	7
ACTION ITEM SUMMARY	Date:	May 1, 2024
PUBLIC WORKS	From:	Brent Morton

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

RE: Easement acquisition for the 2024 Street Preservation Project (55th Street from Lamar Ave to the eastern city limits) and the 2024 Localized Drainage Projects.

RECOMMENDATION: Authorize, accept and record easements required for the 2024 Street Preservation Project (55th Street from Lamar Ave to the eastern city limits) and the 2024 Localized Drainage Projects, including authorizing the City Administrator to execute the easements on behalf of the City of Mission.

DETAILS: The 2024 Street Preservation Project (55th Street from Lamar Ave to the eastern city limits) includes full depth pavement reconstruction, and curb and gutter removal and replacement, existing sidewalk replacement, and stormwater system improvements or repairs. The 2024 Localized Drainage Projects includes drainage and storm modifications in four (4) residential and commercial areas.

In order to construct improvements for these projects, acquisition of Permanent Sidewalk Easements (PSEs), Permanent Drainage Easement (PDE), Permanent Road Right-of-Way Easement and Temporary Construction Easements (TCEs) are required. 29 of the properties have signed easement documents to be approved by the City Council as shown in Table 1.

TABLE 1

OWNER	ADDRESS	TYPE OF EASEMENT
Rosemary Kooken	5437 Lamar Ave	PSE, TCE
Sara E. Mullen	5460 Horton St	TCE
Christopher J. Lank	6122 W.55th St	TCE
Steven Linn & Pamela Linn	6112 W.55th St	TCE
Chris W. Bell	6104 W. 55th St	TCE
Larry D. Orr	6032 W.55th St	TCE
Elisabeth Novak	6018 W. 55th St	TCE
Virginia A. Huckins	6012 W.55th St	TCE

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

City of Mission	Item Number:	7
ACTION ITEM SUMMARY	Date:	May 1, 2024
PUBLIC WORKS	From:	Brent Morton

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

Vera M. Orr	6008 W. 55th St	TCE
Robert & Mollie Riss	6002 W. 55th St	TCE/Perm Road ROW
Allison L. Porembski	5912 W. 55th St	TCE/Perm Road ROW
Sight Investments, LLC	5906 W.55th St	TCE
Cole L. Andrews	5439 Woodson St	PSE
Alice Ames	5812 W. 55th St	TCE
Dalton Sutherland & Sophia Duncan	5712 W. 55th St	TCE
Aaron T. & Danielle R. Fagen	5439 Maple St	TCE
Patricia A. & Leslie D Holy	6211 W.55th St	TCE
Nicholas J. Foley	6121 W.55th St	TCE
Alexander O. Lopez	6119 W.55th St	TCE
Denise A. Smith	6107 W. 55th St	TCE
Debra L. & Brian L. Schmidt	6101 W. 55th St	TCE
Debra Jo Settle	6007 W.55th St	TCE
Kathryn M. Larson	6001 W. 55th St	TCE
Frank & Christine Delarosa	5811 W. 55th St	TCE

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

City of Mission	Item Number:	7
ACTION ITEM SUMMARY	Date:	May 1, 2024
PUBLIC WORKS	From:	Brent Morton

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

Carole T. Chaney	5501 Outlook St	TCE
Malik Bieberie & Megan Kohman	5705 W. 55th St	TCE
Roman Catholic Archdiocese of KCK	5500 Woodson St	TCE
Bridges at Foxridge, LLC	6830 W. 52nd Place	PDE
Tower Properties Company	5289 Foxridge Drive	PDE

Once the easements are accepted, they will be filed and recorded with the Johnson County Records and Tax Administration Department.

CFAA CONSIDERATIONS/IMPACTS: The 2024 Street Preservation Project includes improvements to streets and sidewalks to promote mobility and provide infrastructure that maximizes use and safety for all users, including sidewalk/ADA ramp improvements.

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

City of Mission	Item Number:	8.
ACTION ITEM SUMMARY	Date:	May 1, 2024
Public Works	From:	Stephnie Boyce

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

RE: Engineering Services Task Order for 2025 Street Preservation Project

RECOMMENDATION: Approve a task order with Olsson for engineering services for the proposed 2025 Street Preservation project in an amount not to exceed \$274,197.

DETAILS: The City dedicates \$2.0 million annually to the residential Street Preservation Program, which is guided by pavement condition index (PCI) data from Stantec's 2022 study and previous geotechnical analysis by Olsson. To maintain progress with the program, the City tries to design each program one year in advance of construction. The 2025 Street Preservation Program will include the following streets:

Street	Limits	PCI
61 st Street	Broadmoor Street to Barkley Street	16.4 (Serious)
62 nd Street	Glenwood Street to Lamar Avenue	32.5 (Very poor)
Reeds Road	Johnson Drive to 58th Street	19.8 (Serious)
Beverly Drive	Dearborn Drive to Reeds Road	28.2 (Very poor)

The proposed design includes full depth pavement reconstruction, along with the replacement of curbs, gutters, and driveway approaches, and improvements or repairs to stormwater systems, specifically targeting stormwater components with risk ratings of 4 and 5.

The enclosed task order encompasses all necessary design services for the proposed streets. These services include surveying, data collection, design development, coordination with utility companies, and the creation of easement documents. Additional provisions cover project meetings, obtaining permits, drafting bid documents, and overseeing bid submission and construction. The total cost for these services will not exceed \$274,197.

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

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$2,000,000 (CIP)

Exhibit "A" – Task Order

TASK ORDER: 2025 Street Reconstruction Projects

This Task Order is made as of this _____ day of _____ 20____, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated January 1, 2019 (the Agreement), between the City of Mission, Kansas (Owner) and OLSSON. This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

This task order is related to providing design services (plans and specifications) for the street reconstruction of the following roads:

1. 61st Street – Broadmoor to Barkley
2. 62nd Street - Glenwood to Lamar
3. Reeds - Johnson Drive to 58th Street
4. Beverly Drive – Dearborn to Reeds

Section A. - Scope of Services

A.1. OLSSON shall perform the following Services as outlined in **EXHIBIT C "Scope of Services"**

Section B. - Schedule

OLSSON shall perform the Services and deliver the related Documents starting in February 2024 and ending in November 2025.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to OLSSON the estimated amount of \$274,197.00, payable according to the following terms:

Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in Item C.2. Olsson's Services will be provided on a time and expense basis. Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

C.2. Owner shall pay to OLSSON in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the above Schedule of Fees will be presented to the Owner annually for approval.

Section D. - Owner's Responsibilities Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of OLSSON. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF, the Owner and OLSSON have executed this task order.

City of Mission, Kansas (Owner)

By: _____

Name: _____

Title: _____

Date: _____

OLSSON

By: Paul B. Moore

Name: Paul Moore, P.E.

Title: Vice President

Date: 12/13/2024



EXHIBIT C

SCOPE OF SERVICES: 2025 Street Reconstruction Projects

Mission, Kansas

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES:

Olsson will provide design services (plans and specifications) for the street reconstruction of the following streets:

1. 61st Street – Broadmoor to Barkley
2. 62nd Street - Glenwood to Lamar
3. Reeds - Johnson Drive to 58th Street
4. Beverly Drive – Dearborn to Reeds

In addition, driveway approaches will be replaced to tie into the new curb line. Storm sewer replacement will be performed on storm lines identified as structure ratings of 4 or 5.

The project will be one bid package that will be slated for construction in the 2025 construction season.

GENERAL DESIGN REQUIREMENTS

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans.

Task I. Survey

1.01 Topographic Survey

- A. Complete topographic survey for the project limits. Survey shall include shots at pavement tie-in locations, existing back of curb, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, fences, trees, building corners, etc. to create project mapping. See Attached maps for limits.
- B. All topographical surveys shall include field locating utilities.
- C. Pick up additional information resulting from Field Check review and evaluation.
- D. Contact utility companies and one call center as appropriate for field marking of utility locations.

1.02 Office Survey Services

- A. Gather and research information such as boundary records, utility information, easements, benchmark data, and attend external meetings regarding surveying and base mapping.
- B. Create a base map at a scale of 1" = 20ft showing both contours at one-foot intervals and property lines using the plat information, field boundary data, topography information, and legal descriptions. We will local GIS data for areas outside of the immediate project limits to help depict the corridor.

Task III. Preliminary Design

3.01 Data Collection – The Consultant will provide the following services.

- A. Develop design criteria for the roadway and storm sewer. Provide Design Criteria Memo to be reviewed at the predesign meeting
- B. Compile photos of the area.

3.02 Develop preliminary plans 60%:

- A. Cover sheet
- B. General Notes
- C. General Layout
- D. Typical Sections
- E. Alignment layout sheet
 - 1. Includes horizontal and vertical control information
 - 2. Alignment tables
- F. Preliminary demo plans
- G. Subsurface drainage design (Outlook)
 - 1. Storm Sewer Profiles
- H. Surface drainage design
 - 1. Inlet and other structure design calculations
- I. Plan and Profile Sheets
 - 1. Plan Scale 1" = 20'
 - 2. Profile Scale H = 1" = 20' V = 1" = 5'
- J. Side Road Profiles (assume 14)
- K. Intersection layouts (assume 9)
- L. Driveway layouts and profiles (assume 38)
- M. ADA ramp layouts (assume 6)

- N. Provide Cross-Sections every 25 feet derived from a proposed surface model created for the project.
- 3.03** Submit a PDF set of preliminary plans (60%) to City for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.
- 3.04** Preliminary cost estimate shall be furnished based on standardized itemized units of work and the experience and qualifications of Olsson's judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
- 3.05** Utility Coordination throughout the design process. This includes the following:
1. Send notification letters to all utilities.
 2. Submit FC plans to utilities with utility lines in color.
 3. Identify conflicts and develop relocation solutions.
 4. Determine utilities that need potholes.
 5. Email and phone correspondence with utilities.
 6. Provide electronic base maps to all utilities for their use in developing relocation plans.
 7. Create and maintain utility conflict form.
 8. Coordinate new utility extensions with road design.
- 3.06** Permitting
- A. Prepare the necessary plans and application for permit submission to and approval of:
1. State Permits include:
 - a. KDHE NOI and preparation of a SWPPP
- 3.07** Right-of-way and easements.
- A. Describe Temporary Easements necessary to complete project.
Assume 41
1. Furnish legal descriptions (sealed by Kansas RLS)
 2. Maps and sketches as follows:
 - a. Plan and profile pages showing all proposed takings.
 - b. Individual tract maps of takings for each ownership including:
 - (1.) Title block
 - (2.) Ownership boundaries
 - (3.) Existing rights-of-ways and easements
 - (4.) Proposed takings identified with text and graphically.
 - (5.) Legend for taking type.

- (6.) Graphical scale and north arrow
- (7.) Ownership information
- (8.) Legal description of all takings

Task IV. Final Design

- 4.01** Prepare detailed plans and specifications.
 - A. Typical Sections.
 - B. Drainage design
 - 1. Drainage area maps
 - 2. Pavement Spread calculations
 - 3. Inlet and other structure design calculations
 - C. Plan and Profile Sheets (Scale as stated in Preliminary Design)
 - D. Intersection Details
 - E. Drive profiles and grading Assume (38)
 - F. Final ADA ramp grading sheets (Assume 6 ramps)
 - G. Curb return information
 - H. Side road profiles as needed. (Assume 14 side roads)
 - I. Final Demo plans.
 - J. Compile necessary standard details.
 - K. Final Cross Sections every 25 feet
 - L. Erosion Control plans meeting all NPDES requirements
 - M. Develop final quantity tables per including break out tables for each bid item.
- 4.02** Utility Coordination Plan During final design the Consultant shall prepare a utility coordination plan that would include gathering the proposed relocation plans for all utility companies involved with the project and graphically inputting the information into one plan to assist in determining potential conflicts. Electronic base files will be available in AutoCAD for utilities to design from.
- 4.03** Provide a detailed opinion of probable cost (including appropriate contingency).
- 4.04** Provide PDF copy of the Office Check plans (90%) to the City.

- 4.05 Upon receipt of City comments on Office Check submittal, make necessary modifications and furnish a PDF copy of the Final plans (100%).
- 4.06 At the completion of the bid process, furnish to the City the CAD drawings of the project in AutoCAD format for the City's future use. The record contract documents for the project will be the original sealed drawings. In addition, furnish plans in .pdf. Specifications to be provided in PDF format.
- 4.07 Develop project special provisions for contract documents. Olsson will prepare special provisions to the specs as needed. It is assumed that the city will provide the front-end documents and Olsson will compile the contract documents for the project. Olsson will provide the bid form.

Task V. Project Meetings & Project Management

5.01 Meetings

- A. Attend pre-design meeting.
- B. Coordination meetings with the city
- C. Field Check to be performed with representatives of the Consulting Engineer, the City, at the project site with appropriate detailed plan.
- D. Utility coordination meetings (assume 2)

5.02 Project Management

- A. Coordination with City
- B. Monitor scope, schedule, and fee
- C. QAQC Ensure the OA QAQC procedures are being followed at all milestones
- D. Coordinate the pot holing of existing utilities.

Task VI. Bidding

- 6.01 Prepare written addenda to the bidding documents as required and/or requested.
- 6.02 Attend the pre-bid conference.
- 6.03 Answer Contractor questions.
- 6.04 Assist the City in analyzing bids and making recommendation for award of the construction contract.
- 6.05 Prepare a bid tabulation in printed and MS Excel Format.
- 6.06 Attend the bid letting.

Task VII. Construction Period Services

- 7.01 Prepare for and attend preconstruction meeting including minutes

- 7.02 Shop Drawing & Material Submittal Review
- 7.04 Answer contractor questions (RFI)
- 7.05 Plan Revisions (minor)
- 7.06 Field Visits to resolve issues
- 7.07 Compile as built plans
- 7.09 Participate in walk through

Compensation

Task I – Survey	\$81,872.00
Task III – Preliminary Design	\$86,700.00
Task IV – Final Design	\$78,571.00
Task V – Meetings & Management	\$11,384.00
Task VI – Bidding	\$5,476.00
Task VII – Construction Period Services	\$8,120.00
Expenses	<u>\$2,074.00</u>

TOTAL \$274,197.00

City Responsibilities

1. The City shall arrange the pre-bid and bid letting meetings.

Assumptions

1. Manufactured items shall be accepted based on certificates of compliance, shop drawings, catalog data, etc. where so indicated.
2. Retaining walls will not be required.
3. Special designed drainage inlets and junction structure will not be required.
4. A Corps of Engineers Permit is not required for the project.
5. FEMA permitting is not required for the project.
6. No services are expected to be required for additional traffic analysis.
7. Culverts will be pipes. No RCB design will be required.
8. Pavement section will follow city standard.
9. As-built markup will be provided by the city or contractor.

10. Traffic control will be managed with standard details. No plans are required.
11. Storm sewer will not be designed to APWA 5600 standards but will be replaced in kind with like sizes since there are no known drainage issues. RCP pipes will be used instead of CMP.
12. A structural condition assessment for all storm sewer pipe and structures within the project area will be performed by others and these condition assessments provided to Olsson. This includes all CCTV videos, inspection reports, and updated structural ratings.

Exclusions

1. Olsson has not included services for a Traffic Impact Study, Level of Service Analysis, or traffic count data.
2. Olsson will not be involved with direct land acquisition or appraisal proceedings.
3. Olsson will not design any utility relocation such as waterline, sanitary sewer line, gas, phone, power, etc.
4. Olsson will not design irrigation for the project.
5. No inspections have been identified in association with any correction period that will be included in the construction contract. Those services can be contracted at a later date if requested by the City.
6. No time has been included in this fee estimate for surveying associated with utility relocations, setting project control for the contractor prior to construction, staking of temporary easements, or construction staking.
7. A CLOMR and LOMR will not be performed with this contract.
8. Sanitary sewer and septic system design are not included.
9. Environmental permitting does not include 4f or 6f parkland permits
10. Waterline design.
11. 3D visualization and graphics.
12. Structural Design
13. Public meeting.
14. Detour plan
15. KDOT coordination for traffic control

MAN-HOUR ESTIMATE - 2025 Street Reconstruction Projects - Mission Kansas

12/13/2023

MAN-HOUR ESTIMATE - 2025 Street Reconstruction Projects - Mission Kansas														
Task No.	Description of Work Items / Tasks	Billing Rate	\$238	\$214	\$126	\$83	\$131	\$118	\$105	\$142	\$92	Total	Total Fee	Total
			Senior Technical Leader	Team Leader	Associate Engineer	Associate Tech	Senior Suveyor	Survey Tech	Survey Crew 1 Person	Survey Crew 2 Person	Admin Coord	Man-hours		Per Phase
1.0	Survey													
	Establish Control and benches			8					9	9		26	\$3,935.00	
	Topographic Survey			12					182			194	\$21,678.00	
	Exhibits & descriptions (3 tracts) 61st St			3			4	11				18	\$2,464.00	
	Exhibits & descriptions (14 tracts) Reeds			14			17	48				79	\$10,887.00	
	Exhibits & descriptions (14 tracts) 62nd St.			14			17	49				80	\$11,005.00	
	Exhibits & descriptions (10 tracts) Beverly Dr.			10			13	35				58	\$7,973.00	
	Base file creation			20			150					170	\$23,930.00	
1.0	SUBTOTAL		0	81	0	0	201	143	191	9	0	625		\$81,872.00
3.0	Preliminary Design (60%)													
	Data Collection													
	Compile photos of the project area			2								2	\$428.00	
	Roadway Plan Development													
	Title Sheet			1				2				3	\$380.00	
	General Notes			1				2				3	\$380.00	
	General layout			1				2				3	\$380.00	
	Typical sections			3				20				23	\$2,302.00	
	Alignment layouts, table & Survey Reference Sheet			1				4				5	\$546.00	
	Demo and Removals sheet			2	4			16				22	\$2,260.00	
	Road plan sheets			3	10			36				49	\$4,890.00	
	Road profile sheets			3	6			16				25	\$2,726.00	
	Side street plan/profiles (Assume 14 side streets)			4	40			40				84	\$9,216.00	
	Intersection layouts (9)			2	6			8				16	\$1,848.00	
	Driveway layouts and profile (assume 38)			4	7			34				45	\$4,560.00	
	ADA ramps (6)			1				3				4	\$463.00	
	Road Cross Sections (every 25 feet)			2	4			16				22	\$2,260.00	
	Roadway Design													
	Horizontal geometry			2	6			10				18	\$2,014.00	
	Vertical geometry			4	24			24				52	\$5,872.00	
	Road template and surface model			6	40			50				96	\$10,474.00	
	Storm Drainage pipe network layout.			2	8			8				18	\$2,100.00	
	Pipe Profiles			3	16			16				35	\$3,986.00	
	Submit Preliminary Plans to City			1	2			4				7	\$798.00	
	Quantities & Cost estimate			4	20			30				54	\$5,866.00	
	Utility Coordination													
	Send notification letters to all utilities			2								2	\$428.00	
	Submit FC plans to utilities with utility lines in color			2				4				6	\$760.00	
	Identify conflicts and develop relocation solutions			2	6			6				14	\$1,682.00	
	Determine utilities that need pot holes			6	2							8	\$1,536.00	
	Email and phone correspondence with utilities			24								24	\$5,136.00	
	Provide electronic base maps to all utilities for their use in developing relocation plans.			1				2				3	\$380.00	
	Create and maintain utility conflict form			8				1				9	\$1,795.00	
	Permits													
	NOI (includes KDWPT and KSHS)			2	10							12	\$1,688.00	
	SWPPP			4	35							39	\$5,266.00	
	QAQC			20								20	\$4,280.00	
3.0	SUBTOTAL		0	123	246	354	0	0	0	0	0	723		\$86,700.00

MAN-HOUR ESTIMATE - 2025 Street Reconstruction Projects - Mission Kansas

12/13/2023

MAN-HOUR ESTIMATE - 2025 Street Reconstruction Projects - Mission Kansas													
Task	Billing Rate	\$238	\$214	\$126	\$83	\$131	\$118	\$105	\$142	\$92	Total	Total Fee	Total
No.	Description of Work Items / Tasks	Senior Technical Leader	Team Leader	Associate Engineer	Associate Tech	Senior Suveyor	Survey Tech	Survey Crew 1 Person	Survey Crew 2 Person	Admin Coord	Man-hours		Per Phase
4.0	Final Design (90%- Final)												
	Address field check comments		5	20	20						45	\$5,250.00	
	Final typical sections		2	6	6						14	\$1,682.00	
	Final survey reference sheet		1	2	3						6	\$715.00	
	Final Intersection details sheets (9)		4	10	20						34	\$3,776.00	
	Final Driveway layouts and profile (assume 38)		2	6	13						21	\$2,263.00	
	Final ADA ramp layouts and grading (Assume 6)		3		18						21	\$2,136.00	
	Final Storm Drainage pipe network layout.		2	10	4						16	\$2,020.00	
	Final storm profiles		4	10	20						34	\$3,776.00	
	Final plan/profile sheets		4	8	40						52	\$5,184.00	
	Update Road template and surface model		4	20	30						54	\$5,866.00	
	Curb return profiles		3	16	16						35	\$3,986.00	
	Final Side street plan/profiles (Assume 14 side streets)		4	20	20						44	\$5,036.00	
	Final Cross sections		4	10	40						54	\$5,436.00	
	Erosion Control Plans		4	6	20						30	\$3,272.00	
	Compile all standard details including project specific details		2	2	6						10	\$1,178.00	
	Final Traffic Control Details		1		2						3	\$380.00	
	Final Quantity tables and recap (Road items) with breakout tables		9	18	50						84	\$9,043.00	
	Prepare specification and bid book and special provisions		6	4	2					2	14	\$2,138.00	
	Cost estimate (office check)		4	2	2						8	\$1,274.00	
	Submit Office Check Plans to City		2	2	4						8	\$1,012.00	
	Provide plan modifications based on 90% review comments received from City		4	12	12						28	\$3,364.00	
	Submit 100% plans to City		4	2	6						12	\$1,606.00	
	QAQC		20								20	\$4,280.00	
	Utility Coordination												
	Review each utility company's relocation plans		8	8	2						18	\$2,886.00	
	Obtain digital plans of relocation layout from each utility		2	2	4						8	\$1,012.00	
4.0	SUBTOTAL	0	108	196	360	0	0	0	0	2	673		\$78,571.00
5.0	Project Meetings & Project Management												
	5.01 Meetings												
	Attend pre design meeting and walk thru		2								2	\$428.00	
	Coordination meetings with city by phone		10								10	\$2,140.00	
	Field Check meeting in the field		6	4							14	\$2,320.00	
	Utility meetings (2) including prep		8	4							12	\$2,216.00	
	5.02 Project Management												
	Coordination with City		12								12	\$2,568.00	
	Monitor scope, schedule, and fee		8								8	\$1,712.00	
5.0	SUBTOTAL	0	46	8	0	0	0	0	0	0	58		\$11,384.00
6.0	Bidding Phase												
	Bidding												
	Prepare written addenda to the bidding documents		6		6						20	\$2,314.00	
	Attend and prepare for the pre bid meeting		2								2	\$428.00	
	Answer Contractor questions during the bid period.		8		2						10	\$1,878.00	
	Assist the City in analyzing bids and making recommendations		2								2	\$428.00	
	Prepare a bid tabulation in printed and MS Excel Format.		2								2	\$428.00	
6.0	SUBTOTAL	0	20	0	8	0	0	0	0	0	36		\$5,476.00

MAN-HOUR ESTIMATE - 2025 Street Reconstruction Projects - Mission Kansas													12/13/2023
	Billing Rate	\$238	\$214	\$126	\$83	\$131	\$118	\$105	\$142	\$92			
Task No.	Description of Work Items / Tasks	Senior Technical Leader	Team Leader	Associate Engineer	Associate Tech	Senior Suveyor	Survey Tech	Survey Crew 1 Person	Survey Crew 2 Person	Admin Coord	Total Man-hours	Total Fee	Total Per Phase
7.0	Construction period Services Phase												
	Prepare for and attend preconstruction meeting		3								3	\$642.00	
	Shop Drawing & Material Submittal Review		8	4							12	\$2,216.00	
	Answer contractor questions (RFI)		4								4	\$856.00	
	Plan Revisions		2	6	6						14	\$1,682.00	
	Field Visits to resolve issues		6	2							8	\$1,536.00	
	Compile as built plans		2		4						6	\$760.00	
	Participate in walk through		2								2	\$428.00	
7.0	SUBTOTAL	0	27	12	10		0	0	0	0	49		\$8,120.00
	Total Man-hours	0	405	462	732	201	143	191	9	2	2164		
	Total	\$0	\$86,670	\$58,212	\$60,756	\$26,331	\$16,874	\$20,055	\$1,278	\$184	\$272,123.00	\$272,123.00	

SUMMARY	
Total Labor	\$272,123.00
Total Expenses	\$2,074.00
Total Project Fee	\$274,197.00

EXHIBIT C

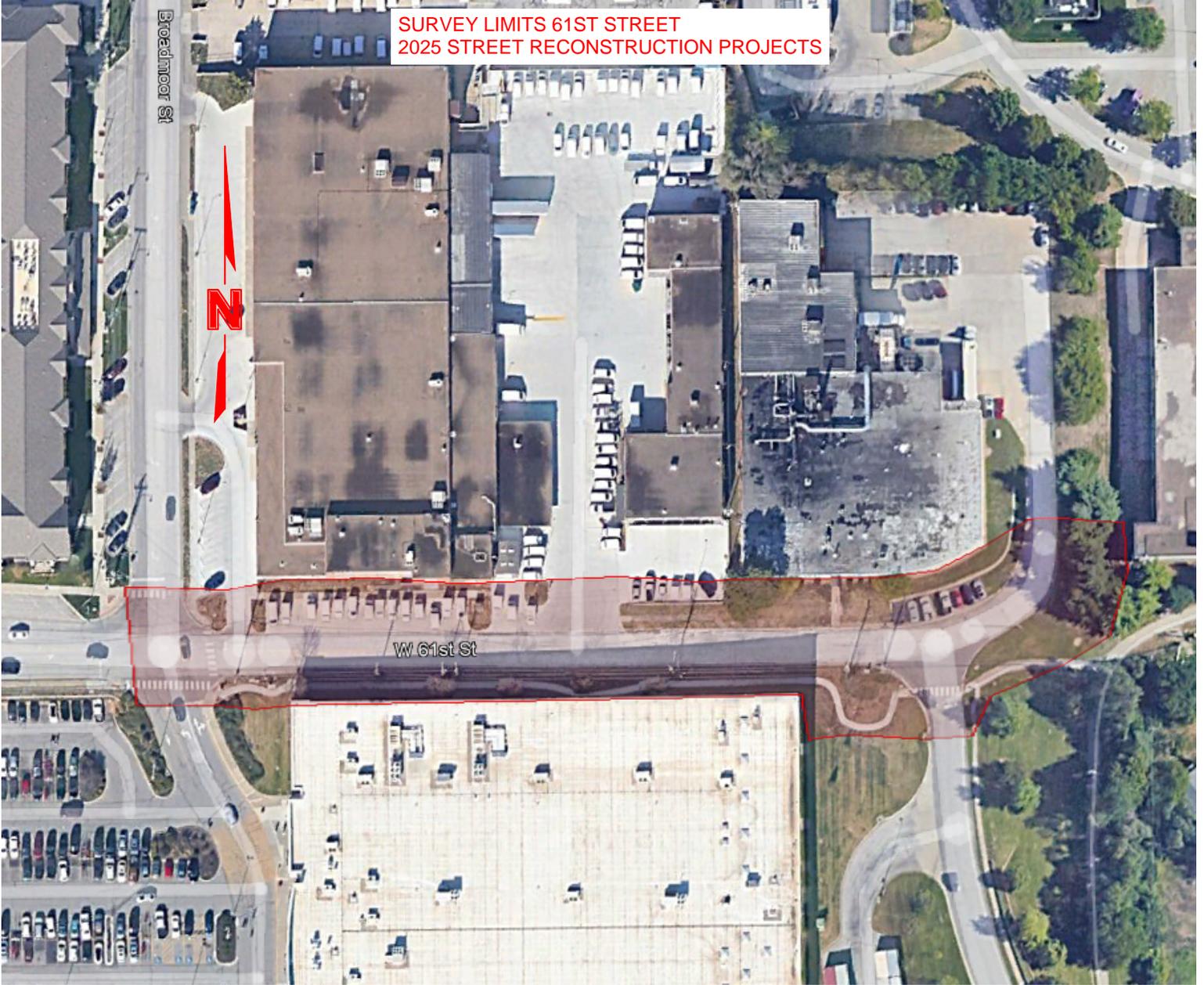
TOTAL EXPENSES		2025 Street Reconstruction Projects		
Expenses	Amount		\$ Ea.	Cost
Misc	1	LS	\$1,000.00	\$1,000.00
Mileage	300		\$0.58	\$174.00
Mileage (Survey)	1200		\$0.75	\$900.00
			Total	\$2,074.00

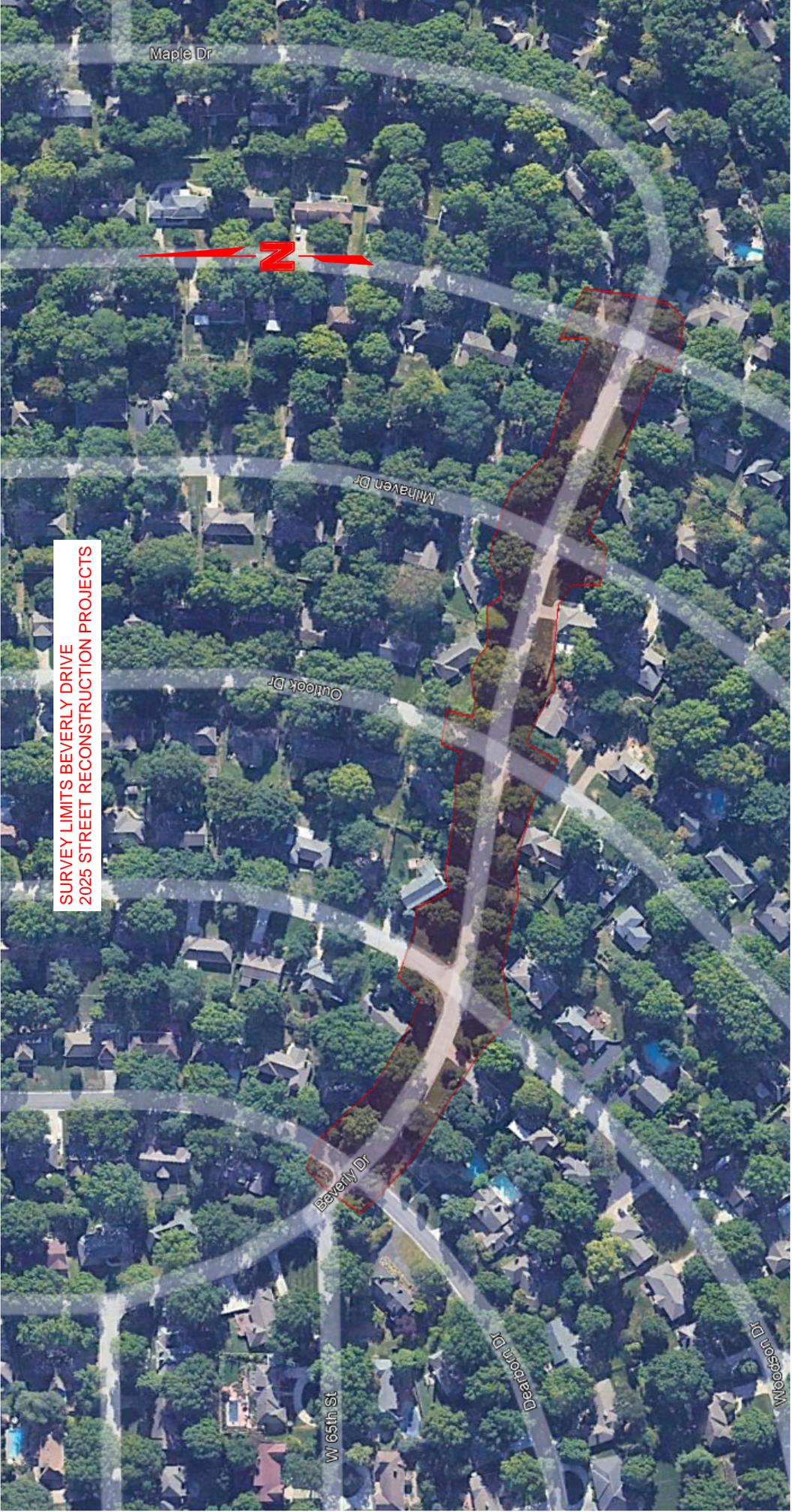
SURVEY LIMITS 61ST STREET
2025 STREET RECONSTRUCTION PROJECTS

Broadmoor St



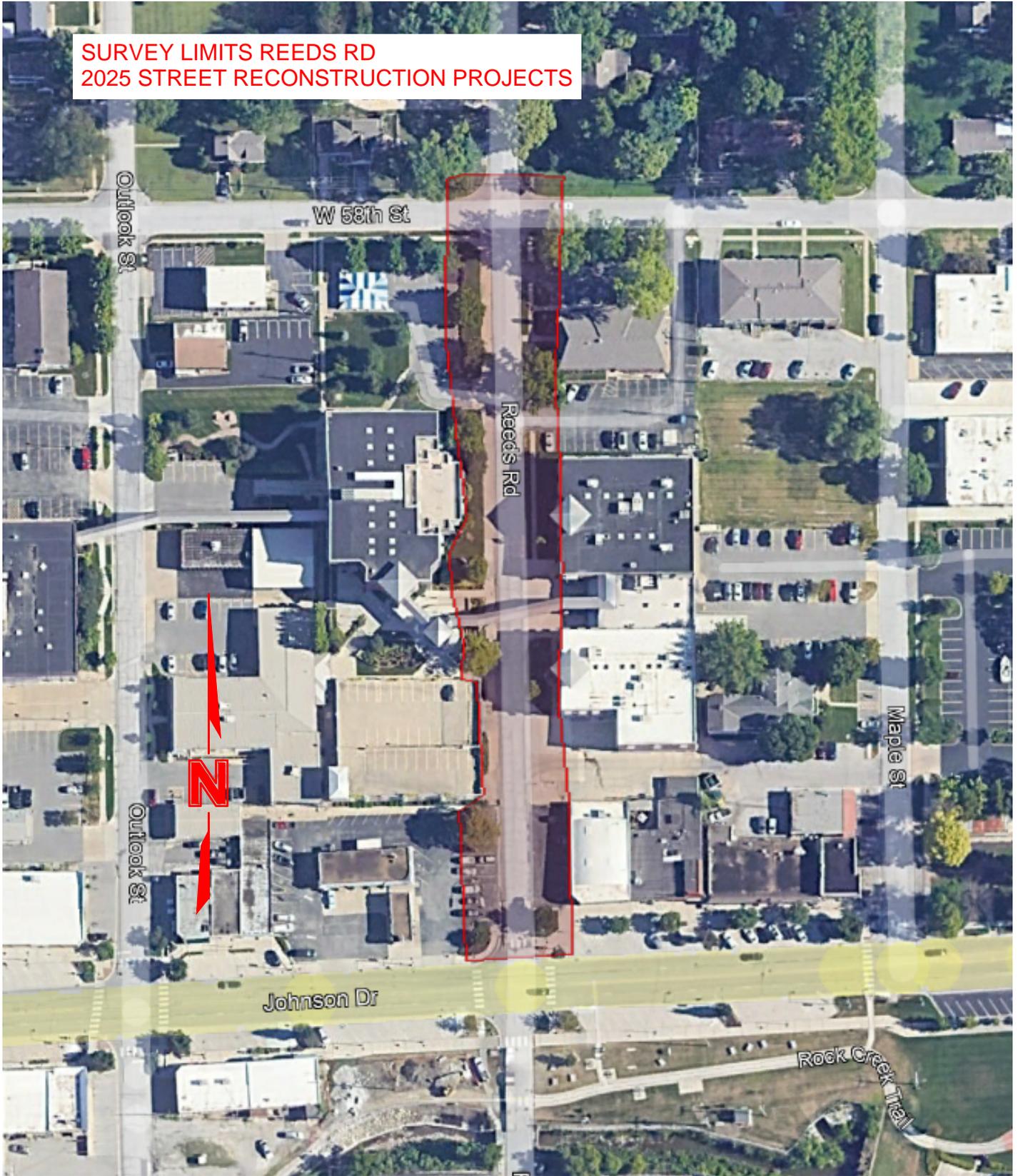
W 61st St





SURVEY LIMITS BEVERLY DRIVE
2025 STREET RECONSTRUCTION PROJECTS

**SURVEY LIMITS REEDS RD
2025 STREET RECONSTRUCTION PROJECTS**



City of Mission	Item Number:	9.
ACTION ITEM SUMMARY	Date:	May 1, 2024
PUBLIC WORKS	From:	Stephanie Boyce

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

RE: Resolution Obligating Grant funds for a Carbon Reduction Program Grant for the Johnson Drive Traffic Signal Enhancement Project

RECOMMENDATION: Approve a Resolution obligating \$39,480 in local match for the Johnson Drive Traffic Signal Enhancement Project

DETAILS: The City of Mission, in collaboration with the Mid-America Regional Council (MARC), has submitted a joint application for the Johnson Drive Traffic Signal Enhancement Project. This initiative aligns with the Carbon Reduction Program facilitated by MARC under the Bipartisan Infrastructure Law, which allocates \$6.4 billion over five years (2022-2026) to states and metropolitan planning organizations.

The Carbon Reduction Program focuses on mitigating carbon dioxide emissions from on-road transportation sources. According to the most recent Johnson County Greenhouse Gas Emissions Inventory, on-road transportation accounts for 30% of carbon emissions in our area. To address this concern, the City of Mission is actively seeking sustainable transportation options for residents, commuters, and city employees.

In 2023, the City of Mission, jointly with MARC, applied for the Johnson Drive Traffic Signal Enhancement Project. This project will enhance the traffic signals on Johnson Drive from Broadmoor Street to Roe Avenue by installing network communications, pan-tilt zoom cameras and traffic signal controllers that will allow Johnson Drive to be part of the Operation Green Light program. The coordination of traffic signals helps to reduce unnecessary delays, improve traffic flow and reduce emissions that contribute to ozone pollution. The City of Mission is committed to "leading by example" in reducing carbon emissions and continues to take proactive steps towards a sustainable and environmentally friendly future.

This is a joint application with MARC and Mission is the lead agency and project sponsor. The total project cost, including design, equipment, and installation is \$197,380.00. The local match required is \$39,480. Annual operation costs will be budgeted for in the next fiscal year budget to include the addition of these six intersections. During the 2024 Budget discussions, staff recommended taking the local match from the EPC Developer

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-00-001-00 Operation Reserve
Available Budget:	\$250,000 – EPC Developer Funds

City of Mission	Item Number:	9.
ACTION ITEM SUMMARY	Date:	May 1, 2024
PUBLIC WORKS	From:	Stephanie Boyce

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

funds which have been reserved in the General Fund fund balance.

CFAA CONSIDERATIONS/IMPACTS: This carbon reduction program grant will help reduce unnecessary delays, improve traffic flow and reduce emissions that contribute to ozone pollution for all users in the city and region.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-00-001-00 Operation Reserve
Available Budget:	\$250,000 – EPC Developer Funds

CITY OF MISSION, KANSAS
RESOLUTION NO. _____

A RESOLUTION OBLIGATING \$39,480 OF LOCAL MATCH FOR THE CARBON REDUCTION PROGRAM GRANT IN THE AMOUNT OF \$197,380 AWARDED TO THE CITY OF MISSION, KANSAS AS PART OF THE BIPARTISAN INFRASTRUCTURE LAW.

WHEREAS, The Carbon Reduction Program funds projects designed to reduce transportation emissions, defined as carbon dioxide emissions, from on-road sources. This program, established under the Bipartisan Infrastructure Law, provides \$6.4 billion dollars over five years (2022-2026) to states and metropolitan planning organizations, to then be distributed to eligible applicants like the City of Mission; and,

WHEREAS, The City of Mission applied jointly with the Mid American Regional Council for a Carbon Reduction grant for the Johnson Drive Traffic Signal Enhancement Project in 2023; and,

WHEREAS, the City was notified in October 2023 that it was selected as an award recipient of a Carbon Reduction Program grant in the amount of \$157,900; and,

WHEREAS, the Carbon Reduction Program grant is a federal grant with a 20% local match; and,

WHEREAS, the local match for the Carbon Reduction Program grant is \$39,480 for a total project amount of \$197,380.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS

Section 1. The City of Mission obligates \$39,480 as the local match for the Carbon Reduction Program grant.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION on this 15th day of May 2024.

APPROVED BY THE MAYOR on this 15th day of May 2024.

Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

PROJECT PROGRAMMING REQUEST

<input checked="" type="checkbox"/> New Project		<input type="checkbox"/> Amend Existing Project		Date:	4/15/2024
Program Year: 2024		Funding Program:		Carbon reduction program	
KDOT District		MPO		MPO TIP #	
1		MARC		970116	
County	City	Route / Corridor	Functional Classification		
Johnson	Mission Kansas	Johnson Dr	4 = Minor Arterial		
Project Sponsor / Lead Agency					
City of Mission KS					
Project Mgr / Contact		Phone		E-mail Address	
Stephanie Boyce		913-676-8381		sboyce@missionks.org	
Project Title					
Johnson Dr Traffic Signal Enhancements					
Project Length: 1.500 miles		Desired Letting Date:		September 2024	
Letting Type: <input type="checkbox"/> KDOT <input checked="" type="checkbox"/> LPA <input type="checkbox"/> Force Account					
Location, Project Limits, Description, Scope of Work					
This is a joint project between MARC and the City of Mission, KS to enhance the traffic signals on Johnson Dr from Broadmoor St to Roe Ave by installing network communications, cameras and traffic signal controllers.					
Purpose and Need					
These improvements will allow the traffic signals to be operated in real-time by being networked into the Regional Advanced Traffic Management System software to have real-time signal operations awareness to respond to respond to traffic signal malfunctions, respond to citizen concerns and have the ability to operate the traffic signals by the Operation Green Light program. The project will also coordinate the traffic signals, update timing and clearance intervals					
Project Benefits					
Traffic signal coordination can provide the benefit of fewer stops by vehicles that lead to carbon reduction benefits. FHWA notes well timed signals can be as much as a 40:1 benefit to cost ratio.					
RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection		
No					

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below:

Project Cost Estimate			
	Participating	Non-Participating	Total
PE (Design)	\$ 34,700.00		\$ 34,700.00
Utilities	\$ -		\$ -
ROW	\$ -	\$ -	\$ -
CE (Inspection)	\$ 13,880.00		\$ 13,880.00
Construction Total	\$ 148,800.00	\$ -	\$ 148,800.00
Traffic Signalization	\$ 148,800.00		\$ 148,800.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

PROJECT PROGRAMMING REQUEST

			\$	-
Project Totals	\$	197,380.00	\$	-
			\$	197,380.00

BE IT RESOLVED: That sufficient funds from City of Mission KS

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Please sign below in accordance with your local policy.

Recommended for Approval:

Appropriate Local Officials

Title

Solana Flora, Mayor

ATTEST:

Title

Title

Title