COMMUNITY DEVELOPMENT COMMITTEE AGENDA

WEDNESDAY, NOVEMBER 5, 2025 at 6:30 p.m.

MISSION CITY HALL

6090 Woodson Street

Meeting In Person and Virtually via Zoom

This meeting will be held in person at the time and date shown above. This meeting will also be available virtually via Zoom (https://zoom.us/join). Information will be posted, prior to the meeting, on how to join at https://www.missionks.org/calendar.aspx. Please contact the Administrative Offices, 913-676-8350, with any questions or concerns.

PUBLIC COMMENTS

PLANNING COMMISSION ACTION ITEMS

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

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

ACTION ITEMS

1. Acceptance of the October 8, 2025 Community Development Committee Minutes – Robyn Fulks (page 4)

   Draft minutes of the October 8, 2025 Community Development Committee meeting are included for review and acceptance.

2. Vacation of a Private Sanitary Sewer Easement 5935 Beverly – Brian Scott (page 10)

   Milhaus, LLC has submitted a petition on behalf of Mission & Beverly, LLC for the vacation of a private sanitary sewer easement at 5935 Beverly. Mission & Beverly intends to buy the property as part of their multi-family development project. A public hearing will be held before the City Council at the regular meeting on Wednesday, November 19, 2025 to consider the request.

3. Vacation of Common Driveway Easement 6025 and 6045 Martway – Brian Scott (page 19)

   Milhaus, LLC has submitted a petition on behalf of Mission & Beverly, LLC for the vacation of a common driveway easement at 6025 and 6045 Martway. Mission & Beverly intends

to buy the property as part of their multi-family development project. A public hearing will be held before the City Council at the regular meeting on Wednesday, November 19, 2025 to consider the request.

4. Right-of-Way Maintenance Agreement with Mission & Beverly, LLC for the Multi-Family Development Project at 5935 Beverly – Brian Scott (page 29)

   Mission & Beverly, LLC is the development entity for the multi-family development project proposed for Dearborn, Beverly and Martway. The development project has nine (9) on-street parking spaces along Martway and a loading/unloading area mid-block on Dearborn. The City has requested that Mission & Beverly, LLC enter into a right-of-way maintenance agreement whereby Mission & Beverly, LLC, or successive owners, agree to maintain the parking and loading areas in the City's right-of-way along with landscaping and other amenities that may also be in the right-of-way. This agreement will be recorded with the Johnson County Register of Deeds and will run with the property.

5. Right-of-Way Use Agreement with Mission & Beverly, LLC for the Multi-Family Development Project at 5935 Beverly – Brian Scott (page 38)

   Mission & Beverly, LLC is the development entity for the multi-family development project proposed for Dearborn, Beverly and Martway. As construction documents are finalized, it became apparent that certain elements of the two buildings that comprise the development project will encroach into the City's Right-of-Way by a few inches to as much as foot and half. The City has requested that Mission & Beverly, LLC enter into a right-of-way use agreement whereby the City acknowledges and accepts the encroachments while still preserving its right to utilize the right-of-way. This agreement will be recorded with the Johnson County Register of Deeds and will run with the property.

6. Execution of Interlocal Agreement with KDOT for US-69 Bridge Repairs – Stephanie Boyce (page 52)

   The Kansas Department of Transportation (KDOT) plans to complete necessary life, health, and safety repairs to the US-69 (Metcalf Avenue) bridge over Johnson Drive in 2026. The project includes bridge deck and column repairs, a mill and overlay adjacent to the bridge, an extended northbound auxiliary lane between 58th and 56th Streets, and replacement of existing streetlights. The cities of Mission and Overland Park have coordinated with KDOT to align this work with Mission's Johnson Drive Reconstruction Project. Approval of the agreement with KDOT is required prior to construction. Mission expects to incur no costs in connection with the repairs to the bridge.

DISCUSSION ITEMS

7. Snow Plan – Brent Morton (page 77)

   Snow removal is an essential service provided by the City to keep services functioning and the traveling public safe. Each year the Public Works Department reviews the snow plan including routes, priorities and procedures. There are no recommended changes to the Snow Plan for the 2025-2026 winter season.

OTHER

8. Department Updates - Laura Smith

Cheryl Carpenter-Davis, Chairperson
Mary Ryherd, Vice-Chairperson

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	November 5, 2025
Administration	From:	Robyn Fulks

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

RE: October 8 2025 Community Development Committee minutes.

RECOMMENDATION: Review and accept the October 8, 2025 minutes of the Community Development Committee.

DETAILS: Minutes of the October 8, 2025 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

October 8, 2025

The Mission Community Development Committee met at Mission City Hall and virtually via ZOOM on Wednesday, October 8, 2025. The following Committee members were present: Debbie Kring, Ben Chociej, Wanda Vaughn, Josepha Haden Chomphosy, Lea Loudon, Cheryl Carpenter-Davis, and Mary Ryherd. Mayor Sollie Flora and Councilmember Brian Schmid were absent. Councilmember Carpenter-Davis called the meeting to order at 6:35 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, Chief Dan Madden, Public Works Director Stephanie Boyce, Public Works Superintendent Brent Morton, and Parks and Recreation Director Penn Almoney.

Public Comments

Councilmember Carpenter-Davis reminded the public they can participate via the chat feature on Zoom. All comments would be visible to the group. Public comments are limited to three minutes per person.

There were no public comments.

Planning Commission Items

There were no items from the Planning Commission.

Public Presentations/Informational Items

Mission Summer Camp/Mission Family Aquatic Center Season Wrap Up Presentations

Recreation Program Supervisor Jenny Smith and Aquatics Facilities Supervisor Jenna Dickman presented the 2025 end of season review and evaluation for the Mission Family Aquatic Center and Mission Summer Camp.

Mission Market Season Wrap Up
Action Items

City Clerk Robyn Fulks presented the 2025 end of season review for the Mission Market and previewed the temporary relocation to Broadmoor Park for the 2026 season.

Acceptance of the September 3, 2025 Community Development Committee Minutes

Minutes of the September 3, 2025 Community Development Committee were provided to the Committee.

Councilmember Vaughn 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.

Johnson Drive Traffic Signal Enhancement Project Contract Award

Public Works Director Stephanie Boyce explained that in 2023, the City of Mission, jointly with the Mid-America Regional Council (MARC), applied for the Johnson Drive Traffic Signal Enhancement Project which is being administered by Kansas Department of Transportation (KDOT). This project will enhance the traffic signals on Johnson Drive from Roe Avenue to Metcalf 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 along Johnson Drive helps to reduce unnecessary delays and improve traffic flow. The system also gives access to view the cameras in real time for staff to see signal issues along with snow conditions to better determine when crews should report for snow removal work. She also explained that the system does not record, only provides a live-time feed. Design was completed by Olsson and bids were opened on August 26, 2025. Two bids were received, from Capital Electric and Wildcat Construction. Staff recommends a contract with Wildcat Construction who is a KDOT pre-approved contractor. KDOT has also reviewed the bids and an authority to award was issued by KDOT on September 26. The project is grant-funded and was approved by the City Council in May of 2024. The City will be responsible for 20% of the grant.

There were no public comments.

Councilmember Chociej 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

Parks and Recreation Director Almoney gave a reminder about the upcoming Spooky Walk event and also reported that repairs to the outdoor pool orange slide will begin over the weekend.

Councilmember Chociej commended the Parks + Recreation Department for their expanded advertising efforts for the Spooky Walk event. Mr. Almoney confirmed it was a focus this year, along with additional communications efforts.

Deputy City Administrator Scott gave an update on the Rock Creek Corridor Phase II Study, including that the first steering committee meeting was held the week prior with good feedback received. The "Walk and Roll" event was held over the weekend with good turnout and feedback about the potential improvements. Staff is now looking at the next steps in the engagement process, including focus groups and residents that live along the trail along with other diverse trail users. He also reviewed the webpage dedicated to the project that has been created that includes a survey and story-mapping. He is hopeful to wrap up this work before the end of the year and begin to work to present findings in the early spring.

Councilmember Kring thanked Mr. Scott for his help recently related to a property in Ward III. She was very appreciative for his hard work.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee was adjourned at 7:10 p.m.

Respectfully submitted,

_____

Robyn L. Fulks, City Clerk

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	November 5, 2025
Community Development	From:	Brian Scott

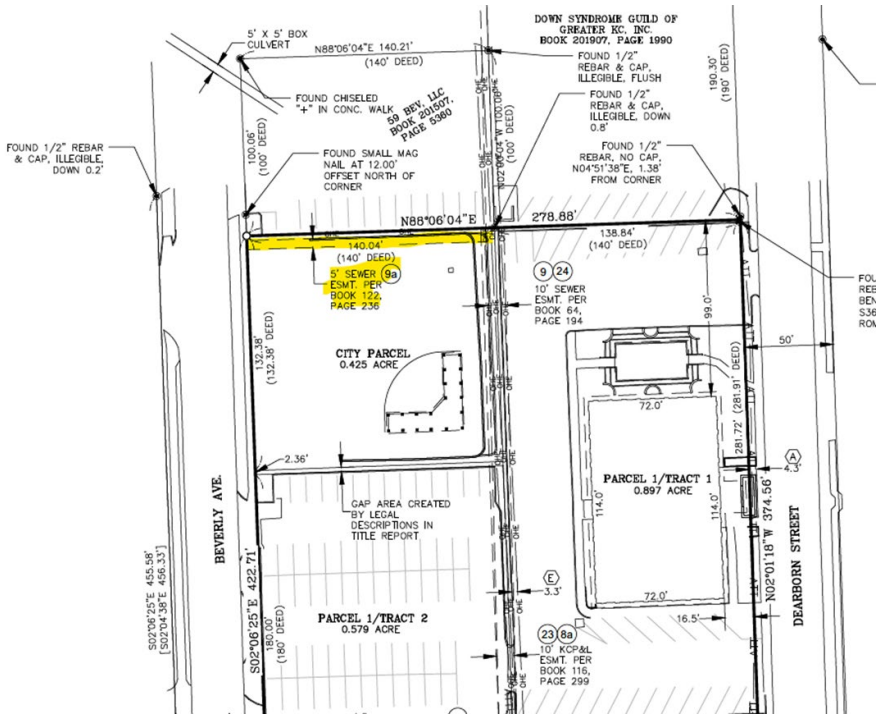
Action items require a vote to recommend the item to the full City Council for further action.

RE: Vacation of a Private Sanitary Sewer Easement at 5935 Beverly

RECOMMENDATION: Approve the ordinance vacating a certain private sanitary sewer easement recorded on October 10, 1961 (Book 122, Page 236) for the benefit of the Terrydale 24 Corporation and more fully described in the ordinance itself.

DETAILS: Milhaus, LLC (parent company) has submitted a petition on behalf of Mission-Beverly, LLC (developer of record) to vacate a sanitary sewer easement associated with the multi-family development project proposed for the half block bounded by Beverly on the west, Dearborn on the east, and Martway on the south. The entire site comprises eight (8) separate parcels of property that the developer has under contract to purchase in November of this year.

In working with the title company to ensure clear title for each parcel of property, it has been discovered that there is a private sanitary sewer easement running along the north side 5935 Beverly. This property is currently owned by the City of Mission and serves as Beverly Park.



The private sanitary sewer easement was recorded on October 10, 1961 (Book 122,

Related Statute/City Ordinance:	K.S.A 12-504 and Section 440.280 of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	November 5, 2025
Community Development	From:	Brian Scott

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

Page 236) for the benefit of the Terrydale 24 Corporation who owned property on the other side of Beverly. The property now comprises the north half of the Powell Community Center (PCC). It appears that the private sanitary sewer line served the PCC when first built in the late 1990's, but then was later abandoned when the north addition was built in the early 2000's. Recent observations by the City's Public Works Department of a manhole at the end of the line indicate that there is no water flowing in the line. This has been confirmed by crews from Johnson County Consolidated Wastewater District (JCW). JCW has also performed a die-test of the line, which has further validated that the line is no longer in use.

A formal vacation of the easement will ensure that we are following the process outlined in our municipal code and state statues, and that everyone, including Johnson County Consolidated Wastewater District, has proper notice of the vacation.

Section 440.280 of the Mission Municipal Code outlines the process for the vacation of streets, alleys, utility easements, or other public reservations. This process includes a public hearing before the City Council with notice given to all property owners within 200 feet of the property and published in the City's paper of record at least two consecutive weeks before the hearing. After the hearing the Council will consider an ordinance approving the vacation of the easement.

The public hearing has been set for the City Council's regular legislative meeting on Wednesday, November 19, 2025 at 7:00 p.m. Notices have been sent to surrounding property owners within 200 feet and published in The Legal Record. Notice has also been sent to the Johnson County Consolidated Wastewater District.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	K.S.A 12-504 and Section 440.280 of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

CITY OF MISSION, KANSAS

ORDINANCE NO._____

AN ORDINANCE PROVIDING FOR THE VACATION OF A CERTAIN UTILITY EASEMENT LOCATED ALONG THE NORTH PROPERTY LINE OF 5935 BEVERLY IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS

WHEREAS, the City of Mission owns a parcel of real property addressed as 5935 Beverly (Property Tax ID: KF251208-4022) in the City of Mission, Johnson County, Kansas; and

WHEREAS, the City of Mission intends to sell said parcel of real property to Mission-Beverly, LLC for the purpose of constructing a multi-family development project on said parcel and other adjoining parcels; and

WHEREAS, in order to secure a clear title to said parcel, Mission-Beverly has requested that the City of Mission consider vacating a certain utility easement on said parcel that was recorded October 10, 1961 in the office of the Register of Deeds of Johnson County, Kansas, Deed Book 122, page 236; and

WHEREAS, a public hearing has been held before the Governing Body of the City of Mission on Wednesday, November 19, 2025 at 7:00 p.m., at which time any and all concerns or objections to the vacation of the easement were presented to the City Council for consideration; and

WHEREAS, notice of said public hearing was published in the City's newspaper of record, The Legal Record, for two consecutive weeks prior to the date of the public hearing, and such notice provided that any objections to the vacation should be filed with the City Clerk prior to or on the day of the public hearing; and

WHEREAS, notice of said public hearing was also sent certified mail to all property owners within 200 feet of the subject property for which the public hearing is being held.

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

Section 1. Petition for the Vacation of a Utility Easement. In accordance with K.S.A 12-504 et seq., and amendments thereto, and Section 440.280 of the Mission Municipal Codes, a petition has been filed with the City Clerk for the vacation of a certain utility easement filed in the office of the Register of Deeds of Johnson County, Kansas on October 10, 1961 in Deed Book 122, page 236 (Document Number 633518), said petition being on file in the office of the City Clerk and the office of the Public Works Director of the

City of Mission, Johnson County, Kansas, 6090 Woodson, Mission, KS 66202; and a public hearing before the Governing Body of the City of Mission has been set for Wednesday, November 19, 2025 at 7:00 P.M. to take any and all questions, concerns, or objections to such petition for vacation.

Section 2. Finding That Due Notice Has Been Given. The City Council does hereby find that, in accordance with K.S.A 12-504 et seq., and amendments thereto, and Section 440.280 of the Mission Municipal Codes, due and legal notice of the aforementioned public hearing has been given.

Section 2. Finding That No Private Rights Will Be Injured or Endangered. The City Council does hereby find that at the conclusion of aforementioned public hearing, and after due consideration of the facts presented at the public hearing, no private rights will be injured or endangered by the vacation of the easement.

Section 3. Finding That the Public Will Suffer No Loss or Inconvenience. The City Council does hereby find that at the conclusion of the aforementioned public hearing, and after due consideration of the facts presented at the public hearing, the public will not suffer any loss or inconvenience by vacation of the easement and that in justice to the petitioner, the vacation should be granted.

Section 3. Vacation of Easement. The City Council does hereby find that the following described real estate as previously deeded, dedicated or otherwise granted or reserved as a utility easement under documents filed in the office of the Register of Deeds of Johnson County, Kansas on October 10, 1961 in Deed Book 122, page 236 (Document Number 633518) and more fully described as:

> A strip of land 5 feet on the North of and 20 feet on the South of a certain line described as follows:
>
> Beginning at a point on the East line of Beverly Street 406.58 feet south and 687.19 feet East of the Northwest corner of the Northwest quarter of the Southeast quarter, Section 8, Township 12, Range 25, Johnson County Kansas, thence North 89 degrees 52' East a distance of 140 feet more or less to West line of a certain sanitary sewer easement dedicated April 29, 1954, and filed of record in Book 64 of Misc. at page 194 in the office of the Register of Deeds of Johnson County, Kansas, the North 5 feet which easement shall be permanent and the South 20 feet of which shall be temporary and for construction purposes only.

should be and is hereby vacated.

Section 4. Certified Copy of This Ordinance to be Filed with The Register of Deeds. The City Clerk is hereby directed to file a certified copy of this ordinance with the office of the Register of Deeds of Johnson County, Kansas, and that a notation be made on documents referred to in Section 1 above of the vacation, all in accordance with K.S.A 12-504 et seq., and amendments thereto.

Section 5. Effective Date of This Ordinance. This ordinance shall take effect and be in force from and after its passage and publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION on this 19th day of November 2025.

APPROVED BY THE MAYOR on this 19th day of November 2025.

_____

Solana Flora, Mayor

ATTEST:

_____

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM:

_____

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

NOTICE OF HEARING

First Published in The Legal Record, Tuesday, November 4, 2025

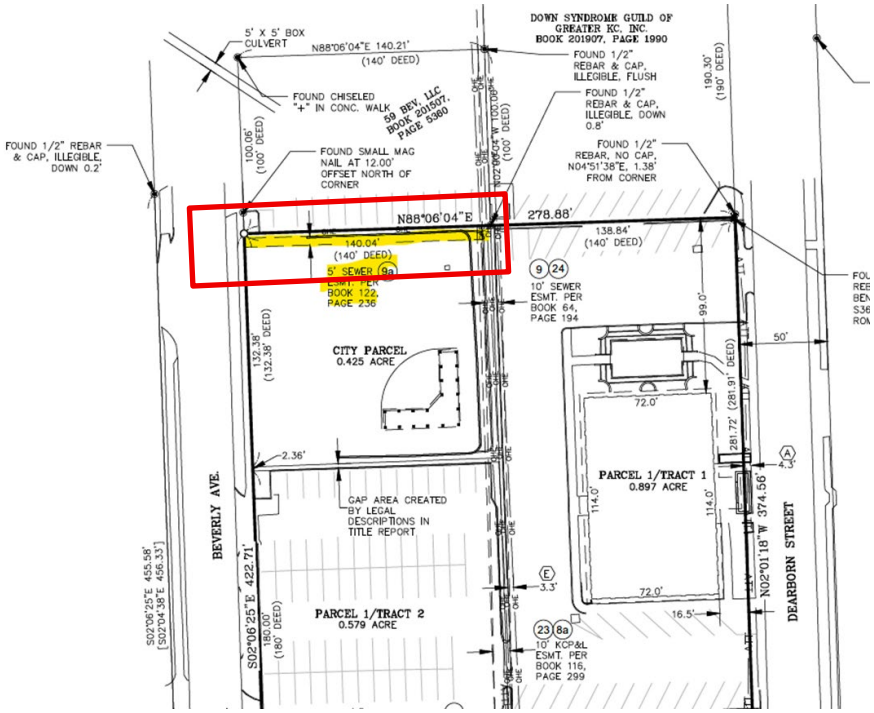
Second Published in The Legal Record, Tuesday, November 11, 2025

City of Mission, Kansas

NOTICE OF HEARING

The City Council of the City of Mission, Kansas will hold a Public Hearing at its regular meeting on November 19, 2025, at 7:00 p.m. in the Council Chambers at Mission City Hall, 6090 Woodson, Mission, Kansas. The subject of the Public Hearing is a request to vacate a private sanitary sewer easement recorded on October 10, 1961 (Book 122, Page 236) located at 5935 Beverly Avenue in the City of Mission, Johnson County, Kansas. The applicant is Milhaus Properties, LLC on behalf of Mission-Beverly, LLC, developers of a proposed multi-family development on this property.

The easement is generally depicted as follows:



The easement is legally described as follows:

A strip of land 5 feet on the North of and 20 feet on the South of a certain line described as follows:

Beginning at a point on the East line of Beverly Street 406.58 feet south and 687.19 feet East of the Northwest corner of the Northwest quarter of the Southeast quarter, Section 8, Township 12, Range 25, Johnson County Kansas, thence North 89 degrees

52’ East a distance of 140 feet more or less to West line of a certain sanitary sewer easement dedicated April 29, 1954, and filed of record in Book 64 of Misc. at page 194 in the office of the Register of Deeds of Johnson County, Kansas, the North 5 feet which easement shall be permanent and the South 20 feet of which shall be temporary and for construction purposes only.

Additional information regarding the application may be viewed at the office of the Community Development Department at Mission City Hall. At the time of the scheduled public hearing, all interested parties may present their questions, concerns or objections on the above requested vacation. Objections to this vacation must be submitted in writing to the City Clerk, City of Mission, 6090 Woodson, Mission, Kansas 66202 on or before the date of the public hearing.

/s/ Robyn Fulks

Robyn Fulks, City Clerk

EXHIBIT A

Legal Description
Sewer Easement Vacation

A strip of land 5 feet on the North of and 20 feet on the South of a certain line described as follows:

Beginning at a point on the East line of Beverly Street 406.58 feet South and 687.19 feet East of the Northwest corner of the Northwest quarter of the Southeast quarter, Section 8, Township 12, Range 25, Johnson County, Kansas, thence North 89° 52' East a distance of 140 feet more or less to the West line of a certain sanitary sewer easement dedicated April 29, 1954, and filed of record in Book 64 of Misc. at page 194 in the office of the Register of Deeds of Johnson County, Kansas, the North 5 feet of which easement shall be permanent and the South 20 feet of which shall be temporary and for construction purposes only.

EXHIBIT B

Legal Description
Common Drive Easement Vacation

A portion of Lot 1 and Lot 2 of Martway Office Buildings, a subdivision in the City of Mission, situated in the Southeast quarter of Section 8, Township 12 South, Range 25 East, in Johnson County, Kansas, prepared by Anne M. Smoke, Kansas Professional Surveyor No. 1650 on September 22, 2025, described as follows:

All of the 24.00 foot wide Common Drive Easement shown on said Martway Office Buildings Plat, being over the East 12.00 feet of said Lot 1 and the West 12.00 feet of said Lot 2.

EXHIBIT C

Property Owner Affidavit

[see attached]

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	November 5, 2025
Community Development	From:	Brian Scott

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

RE: Vacation of a Common Driveway Easement at 6025 and 6045 Martway

RECOMMENDATION: Approve the ordinance vacating a certain 24-foot-wide common driveway easement along the property line of Lot 2 and Lot 1 of the Final Plat of the Martway Office Buildings (Deed Book 201502, Page 3651) and more fully described in the ordinance itself.

DETAILS: Milhaus, LLC (parent company) has submitted a petition on behalf of Mission-Beverly, LLC (developer of record) to vacate a common driveway easement associated with the multi-family development project proposed for the half block bounded by Beverly on the west, Dearborn on the east, and Martway on the south. The entire site comprises eight (8) separate parcels of property that Milhaus has under contract to purchase in November of this year.

In working with the title company to ensure clear title for each parcel of property, it has been discovered that there is a 24-foot-wide common driveway easement that runs down the property line of 6025 and 6045 Martway.

The Final Plat of the Martway Office Buildings was recorded February 13, 2015 (Book 201502, Page 3651). The plat calls out a 24-foot-wide common driveway easement that straddles the property line for 6025 and 6045 Matway, Lots 2 and 1, respectively, as shown on the plat. Though there is no explanation as to the purpose of the common driveway easement in the staff report that was prepared when the plat was considered by the Planning Commission, it can be reasoned that the driveway easement ensures access to both lots if they were to ever to be sold individually.

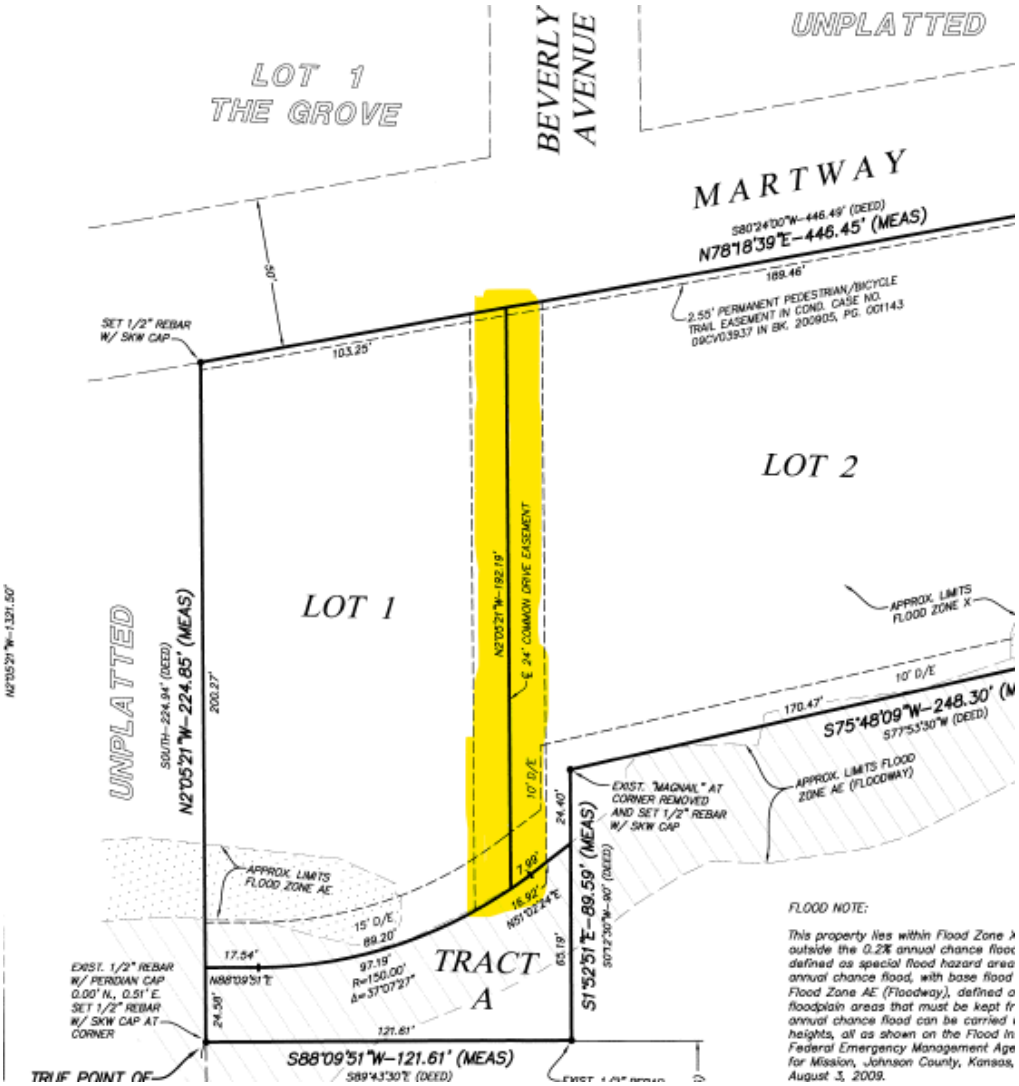
Section 440.280 of the Mission Municipal Code outlines the process for the vacation of streets, alleys, utility easements, or other public reservations. This process includes a public hearing before the City Council with notice given to all property owners within 200 feet of the property and published in the paper of record at least two consecutive weeks before the hearing. After the hearing the Council will consider an ordinance approving the vacation of the easement.

Unlike the sanitary sewer easement that was previously discussed, this easement is more recent and has a somewhat more clearly defined history. However, in order to ensure that everyone has due notice and that ultimately the City may proceed to vacate the easement, the public hearing process is the best course of action.

Related Statute/City Ordinance:	K.S.A 12-504 and Section 440.280 of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	November 5, 2025
Community Development	From:	Brian Scott

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



The public hearing has been set for the City Council's regular legislative meeting on Wednesday, November 19, 2025 at 7:00 p.m. Notices have been sent to surrounding property owners within 200 feet and published in The Legal Record.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	K.S.A 12-504 and Section 440.280 of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

CITY OF MISSION, KANSAS

ORDINANCE NO._____

AN ORDINANCE PROVIDING FOR THE VACATION OF A COMMON DRIVEWAY EASEMENT LOCATED ALONG THE PROPERTY LINE OF 6025 AND 6045 MARTWAY IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS

WHEREAS, Martway Officeworks, LLC owns parcels of real property addressed as 6025 Martway (Property Tax ID: KP20600000 0001) and 6045 Martway (Property Tax ID: KP20600000 0002) in the City of Mission, Johnson County, Kansas and more fully described in the Final Plat of Martway Office Buildings recorded on February 13, 2015 in the office of the Register of Deeds of Johnson County, Kansas, Deed Book 201502, Page 3651 (Document Number T20150008442); and

WHEREAS, The Martway Officeworks, LLC intends to sell said parcels of real property to Mission-Beverly, LLC for the purpose of constructing a multi-family development project on said parcels and other adjoining parcels; and

WHEREAS, In order to secure a clear title to said parcels, Mission-Beverly has requested that the City of Mission consider vacating a certain common drive easement on the above referenced plat; and

WHEREAS, A public hearing has been held before the Governing Body of the City of Mission on Wednesday, November 19, 2025 at 7:00 p.m. at which time any and all concerns or objections to the vacation of the easement were presented to the Governing Body for consideration; and

WHEREAS, Notice of said public hearing was published in the City's newspaper of record, The Legal Record, for two consecutive weeks prior to the date of the public hearing, and such notice provided that any objections to the vacation should be filed with the City Clerk prior to or on the day of the public hearing; and

WHEREAS, Notice of said public hearing was also sent certified mail to all property owners within 200 feet of the subject property for which the public hearing is being held.

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

Section 1. Petition for the Vacation of a Private Utility Easement. In accordance with K.S.A 12-504 et seq., and amendments thereto, and Section 440.280 of the Mission Municipal Codes, a petition has been filed with the City Clerk for the vacation of a certain common driveway easement identified on the Final Plat of Martway Office Buildings

recorded on February 13, 2015 in the office of the Register of Deeds of Johnson County, Kansas, Book 201502, Page 3651 (Document Number T20150008442), said petition being on file in the office of the City Clerk and the office of the Public Works Director of the City of Mission, Johnson County, Kansas, 6090 Woodson, Mission, KS 66202; and a public hearing before the Governing Body of the City of Mission has been set for Wednesday, November 19, 2025 at 7:00 P.M. to take any and all questions, concerns, or objections to such petition for vacation.

Section 2. Finding That Due Notice Has Been Given. The City Council does hereby find that, in accordance with K.S.A 12-504 et seq., and amendments thereto, and Section 440.280 of the Mission Municipal Codes, due and legal notice of the aforementioned public hearing has been given.

Section 3. Finding That No Private Rights Will Be Injured or Endangered. The City Council does hereby find that at the conclusion of aforementioned public hearing, and after due consideration of the facts presented at the public hearing, no private rights will be injured or endangered by the vacation of the easement.

Section 4. Finding That the Public Will Suffer No Loss or Inconvenience. The City Council does hereby find that at the conclusion of the aforementioned public hearing, and after due consideration of the facts presented at the public hearing, the public will not suffer any loss or inconvenience by vacation of the easement and that in justice to the petitioner, the vacation should be granted.

Section 5. Vacation of Easement. The City Council does hereby find that the following described real estate as previously deeded, dedicated or otherwise granted or reserved as a common driveway easement on the Final Plat of Mission Office Buildings filed in the office of the Register of Deeds of Johnson County, Kansas on February 13, 2015 in Deed Book 201502, page 3651 (Document Number T20150008442) and more fully described as:

> A portion of Lot 1 and Lot 2 of Martway Office Buildings, a subdivision in the City of Mission, situated in the Southeast quarter of Section 8, Township 12 South, Range 25 East, in Johnson County, Kansas, prepared by Anne M. Smoke, Kansas Professional Surveyor No. 1650 on September 22, 2025, described as follows:
>
> All of the 24.00 foot wide Common Drive Easement shown on said Martway Office Buildings Plat, being over the East 12.00 feet of said Lot 1 and the West 12.00 feet of said Lot 2.

should be and is hereby vacated.

Section 6. Certified Copy of This Ordinance to be Filed with The Register of Deeds. The City Clerk is hereby directed to file a certified copy of this ordinance with the office of the Register of Deeds of Johnson County, Kansas, and that a notation be made on documents referred to in Section 1 above of the vacation, all in accordance with K.S.A 12-504 et seq., and amendments thereto.

Section 7. Effective Date of This Ordinance. This ordinance shall take effect and be in force from and after its passage and publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION on this 19th day of November 2025.

APPROVED BY THE MAYOR on this 19th day of November 2025.

_____

Solana Flora, Mayor

ATTEST:

_____

Robyn Fulks, City Clerk

APPROVED AS TO FORM:

_____

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

NOTICE OF HEARING

First Published in The Legal Record, Tuesday, November 4, 2025

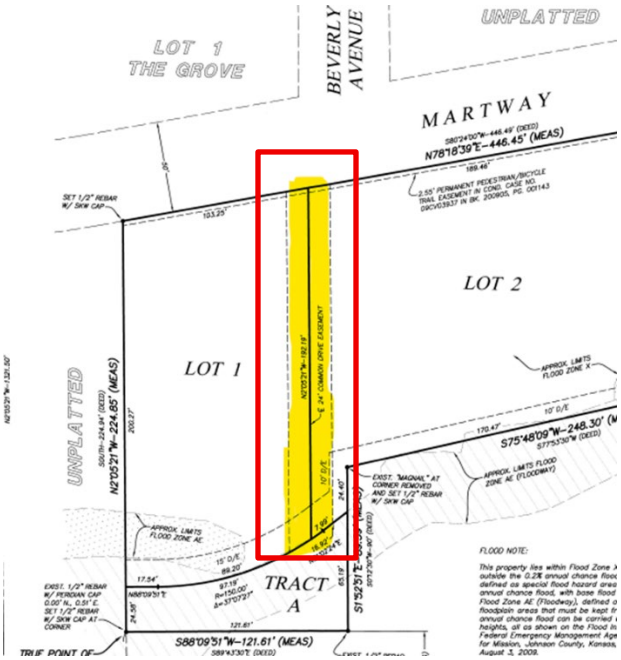
Second Published in The Legal Record, Tuesday, November 11, 2025

City of Mission, Kansas

NOTICE OF HEARING

The City Council of the City of Mission, Kansas will hold a Public Hearing at its regular meeting on November 19, 2025, at 7:00 p.m. in the Council Chambers at Mission City Hall, 6090 Woodson, Mission, Kansas. The subject of the Public Hearing is a request to vacate a common driveway easement recorded on February 13, 2015 (Book 201502, Page 3651) located at 6025 and 6045 Martway in the City of Mission, Johnson County, Kansas. The applicant is Milhaus Properties, LLC on behalf of Mission-Beverly, LLC developers of a proposed multi-family development on the property.

The easement generally depicted as follows:



The easement is legally described as follows:

A portion of Lot 1 and Lot 2 of Martway Office Buildings, a subdivision in the City of Mission, situated in the Southeast quarter of Section 8, Township 12 South, Range 25 East, in Johnson County, Kansas, prepared by Anne M. Smoke, Kansas Professional Surveyor No. 1650 on September 22, 2025, described as follows:

All of the 24.00 foot wide Common Drive Easement shown on said Martway Office Buildings Plat, being over the East 12.00 feet of said Lot 1 and the West 12.00 feet of said Lot 2.

Additional information regarding the application may be viewed at the office of the Community Development Department at Mission City Hall. At the time of the scheduled public hearing, all interested parties may present their questions, concerns, or objections on the above requested vacation. Objections must be submitted in writing to the City Clerk addressed to the City of Mission, 6090 Woodson, Mission, Kansas 66202 on or before the date of the public hearing.

/s/ Robyn Fulks

Robyn Fulks, City Clerk

EXHIBIT A

Legal Description
Sewer Easement Vacation

A strip of land 5 feet on the North of and 20 feet on the South of a certain line described as follows:

Beginning at a point on the East line of Beverly Street 406.58 feet South and 687.19 feet East of the Northwest corner of the Northwest quarter of the Southeast quarter, Section 8, Township 12, Range 25, Johnson County, Kansas, thence North 89° 52' East a distance of 140 feet more or less to the West line of a certain sanitary sewer easement dedicated April 29, 1954, and filed of record in Book 64 of Misc. at page 194 in the office of the Register of Deeds of Johnson County, Kansas, the North 5 feet of which easement shall be permanent and the South 20 feet of which shall be temporary and for construction purposes only.

EXHIBIT B

Legal Description
Common Drive Easement Vacation

A portion of Lot 1 and Lot 2 of Martway Office Buildings, a subdivision in the City of Mission, situated in the Southeast quarter of Section 8, Township 12 South, Range 25 East, in Johnson County, Kansas, prepared by Anne M. Smoke, Kansas Professional Surveyor No. 1650 on September 22, 2025, described as follows:

All of the 24.00 foot wide Common Drive Easement shown on said Martway Office Buildings Plat, being over the East 12.00 feet of said Lot 1 and the West 12.00 feet of said Lot 2.

EXHIBIT C

Property Owner Affidavit

[see attached]

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	November 5, 2025
Community Development	From:	Brian Scott

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

RE: Right-of-Way Maintenance Agreement with Mission & Beverly, LLC for the Multi-Family Development Project at 5935 Beverly

RECOMMENDATION: Approve a Right-of-Way Maintenance Agreement with Mission & Beverly, LLC for the multi-family development project at 5935 Beverly

DETAILS: The City has recently started asking developers of sizeable development projects to enter into a right-of-way maintenance agreement when their development projects incorporate the use of the City's right-of-way. This often includes on-street parking that is intended to serve the development, but also includes sidewalks, landscaping, and other amenities that are associated with and serve the development project but are located in the City's right-of-way. The agreement ensures that the developer, and any future owners of the development, are responsible for snow removal and general maintenance and care of the parking area, sidewalks, and landscaping.

Mission & Beverly, LLC is the development entity that is proposing to build the multi-family development project at Dearborn, Beverly, and Martway. Their project includes nine (9) on-street parking spaces along the north side of Martway as well as a loading/unloading area mid-block on Dearborn.

The agreement has been reviewed by legal representatives of Mission & Beverly as well as the City's attorney. If the City Council approves the agreement, it will be recorded with the Johnson County Register of Deeds and made part of the permanent documents of the property binding current and any successive owners.

CFAA CONSIDERATIONS/IMPACTS: N/A

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

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made _____, 2025, between the CITY OF MISSION, KANSAS, a municipal corporation ("City") and MISSION & BEVERLY, LLC, a Delaware limited liability company registered to do business in Kansas ("Owner"), with respect to the following facts and objectives which are a material part of this Agreement:

A. Owner has received approval by the City to construct a multi-family housing development ("Development") on property owned by Owner and legally described on Exhibit "A" attached hereto ("Property").

B. The Development proposes the planting of lawn, the planting of trees, the planting of other vegetation, the construction of sidewalks, and the construction of parallel parking in currently unutilized portions of the City's right of way as shown on the approved development plan for the Development (collectively, "Improvements").

C. As a condition of approval of the Development, the City has required Owner to agree to maintain and replace, as necessary, the Improvements until otherwise agreed by the City.

THEREFORE, the parties intending to be legally bound, hereby agree as follows:

1. **Improvements.** City shall permit and Owner shall cause the Improvements to be installed on the Property in accordance with the requirements of the City's approval of the Development. Thereafter, Owner shall maintain the Improvements on the Property in good condition, including but not limited to watering, pruning, sculpting, mowing (as to the lawn) and replacing dead or dying vegetation. With regard to the parking areas and sidewalks, Owner will maintain the pavement, provide striping and snow/ice and debris removal. Snow and ice removal must be completed in compliance with applicable Ordinances of the City of Mission. If Owner fails to maintain the Improvements as above provided and City determines, in its sole discretion, that the conditions of the Improvements create a situation that threatens the public health, safety or welfare, City may, at its option, immediately undertake and perform the maintenance of the Improvements, with no notice to Owner. If Owner fails to maintain the Improvements as above provided and City determines, in its sole discretion, that the conditions of the Improvements create do not create a situation that threatens the public health, safety or welfare, City may, at its option, after giving Owner twenty (20) days prior written Notice (defined below) (unless within said 20-day period Owner proceeds and thereafter pursues with due diligence to maintain the Improvements as required pursuant to this paragraph, or such failure cannot, because of its nature, be cured within said 20-day period, then, if Owner commences curing such failure within said 20-day period and diligently continues such cure, but in no event more than 90 days from Owner's receipt of Notice) undertake and perform the maintenance of the Improvements. If City undertakes such Improvements, Owner shall be

responsible for the payment of all reasonable and necessary out-of-pocket costs incurred by City in performing such maintenance and, in addition, City may charge a supervisory fee in an amount not to exceed 15% of such out-of-pocket costs incurred by City. If such costs and fee are not paid within thirty (30) days after the receipt of City's invoice, City may assess the Property and collect such costs and fee with Owner's annual ad valorem taxes. Nothing in this Section either prevents City from enforcing or overrides the requirement of Owner to comply with all duly adopted Ordinances of City, including if the Ordinances have differing requirements for property maintenance.

2. **Owner's Right to Subcontract.** Owner may perform its maintenance obligations under this Agreement itself or through such contractors, subcontractors, agent or agents, including a managing agent, as it may from time to time designate, and may at the sole discretion of Owner subcontract all or any portion of such work.

3. **Term.** Unless terminated as provided below, this Agreement shall continue in full force and effect for so long as the Development exists. Provided, however, that City reserves the absolute right to terminate this Agreement as to portions of the right of way on and around the Property, and in such event, Owner shall remove the Improvements with respect thereto. City reserves all rights in and to its right of way, anything in this Agreement to the contrary notwithstanding.

4. **Indemnity.** Owner agrees to indemnify, save harmless and protect City from any and all claims, losses, damages, judgments, expenses and costs of every kind and description, including attorneys' fees, on account of personal injury to or sickness, disease or death of any person or for damage or injury to or destruction of property (including loss of the use thereof) on or about the Property or right of way, resulting from acts of Owner, its employees, agents and independent contractors in performing the maintenance of the Improvements.

5. **Binding Effect.** This Agreement shall run with the land and be binding upon and inure to the benefit of City, Owner and their respective successors and assigns. This Agreement shall be subject to and interpreted under the laws of the State of Kansas.

6. **Notices**. All notices, demands, statements, designations, approvals or other communications (each a "Notice", collectively, "Notices") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (i) sent by United States certified or registered mail, postage prepaid, return receipt requested ("Mail"), (ii) delivered by a nationally recognized overnight courier, or (iii) delivered personally. Any Notice shall be sent, transmitted, or delivered, to the relevant party at the appropriate address set forth below, or to such other places as such party may from time to time designate in a Notice to the other party. Any Notice will be deemed given: (a) three (3) days after the date it is posted if sent by Mail, (b) the date the overnight courier delivery is sent, or (c) the date personal delivery is made. As of the date of this Agreement, any Notices shall be sent, transmitted, or delivered, as the case may be, to the following addresses:

If to City: City of Mission, KS
6090 Woodson St.

Mission, KS 66202
Attn: City Administrator

If to Owner: Mission & Beverly, LLC
c/o Milhaus, LLC
550 E. Washington Street
Indianapolis, IN 46204
Attn: Legal Services

with a copy to:

Dinsmore & Shohl LLP
211 N. Pennsylvania Street, Suite 1800
Indianapolis, IN 46204
Attn: Samantha R. Hargitt

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Any notice given by counsel to a party shall have the same effect as if given by such party. Either party may update its address for notice purposes upon written notice to the other party.

7. **Entire Agreement; Amendments**. This Agreement constitutes the entire agreement by and among the parties hereto, and supersedes all prior discussions, undertakings or agreements with respect to the subject matter of this Agreement. The terms, covenants, conditions and provisions of this Agreement may not be terminated, modified, rescinded or amended in whole or in part without the prior written consent of the parties hereto. Any such amendment or modification to this Agreement shall be done by an instrument in writing duly executed by the appropriate parties in interest.

8. **Counterparts**. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

Executed to be effective as of the _____ day of _____, 2025.

[Signature Pages to Follow]

MISSION & BEVERLY, LLC,
a Delaware limited liability company

By: _____
Title:_____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2025, before, the undersigned, a Notary Public in and for the County and State aforesaid came _____, _____ of Mission & Beverly, LLC, a Delaware limited liability company, who is personally known to me to be such officer of such company, and who is personally known to me to the be same person who executed within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My commission expires:

CITY OF MISSION, a Kansas municipal corporation

_____
Solana Flora, Mayor

ATTEST:

_____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2025, before, the undersigned, a Notary Public in and for the County and State aforesaid came Solana Flora, Mayor and _____, City Clerk, respectively, of the CITY OF MISSION, KANSAS, a municipal corporation, who is personally known to me to be such officers of such corporation, and who are personally known to me to the be same persons who executed the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My commission expires:

Exhibit A
(Legal Description)

TRACT I:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 12, RANGE 25, NOW IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 635 FEET WEST OF THE EAST LINE, AND 400 FEET SOUTH OF THE NORTHLINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF BEVERLY AS NOW ESTABLISHED; THENCE SOUTH, ALONG A LINE 635 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SAID LINE ALSO BEING THE EAST LINE OF SAID BEVERLY, A DISTANCE OF 132.38 FEET; THENCE EAST, ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 140 FEET TO A POINT 495 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH, ALONG A LINE 495 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 132.14 FEET TO A POINT 400 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE WEST, ALONG A LINE 400 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART IN STREETS, ROADS OR HIGHWAYS.

TRACT II:

PARCEL 1:

TRACT 1:

BEGINNING AT A POINT 827.19 FEET EAST AND 401.58 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 12, RANGE 25, JOHNSON COUNTY, KANSAS; THENCE SOUTH 0 DEGREES 01 MINUTE 40 SECONDS WEST, 282.14 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 20 SECONDS EAST 140 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DEARBORN AVENUE, SAID POINT BEING 82.84 FEET NORTH OF THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF DEARBORN AVENUE AND THE NORTH RIGHT OF WAY LINE OF MARTWAY; THENCE NORTH 0 DEGREES 01 MINUTES 40 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF DEARBORN AVENUE 281.91 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 00 SECONDS WEST, 140 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART IN ROAD, IF ANY.

TRACT 2:

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 12, RANGE 25, IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, SAID TRACT BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 533.96 FEET SOUTH AND 687.19 FEET EAST OF THE NORTHWEST CORNER OF SAID 1/4 1/4 SECTION, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF BEVERLY STREET; THENCE SOUTH 0 DEGREES 01 MINUTE 40 SECONDS WEST, 180 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 20 SECONDS EAST, 140 FEET; THENCE NORTH 0 DEGREES 01 MINUTE 40 SECONDS EAST, 180 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 20 SECONDS WEST, 140 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART IN ROAD, IF ANY.

PARCEL 2:

BEGINNING AT A POINT 824.33 FEET SOUTH AND 686.97 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 12, RANGE 25, IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS; THENCE NORTH 80 DEGREES, 24 MINUTES EAST, 121.72 FEET; THENCE NORTH 0 DEGREES, 1 MINUTE, 40 SECONDS EAST, 90.0 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 20 SECONDS WEST, 120 FEET; THENCE SOUTH 0 DEGREES, 1 MINUTE, 40 SECONDS WEST, 110.37 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

TRACT 1:

LOT 1, MARTWAY OFFICE BUILDINGS, A SUBDIVISION IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS.

TRACT 2:

LOT 2, MARTWAY OFFICE BUILDINGS, A SUBDIVISION IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS.

TRACT 3:

LOT 3, MARTWAY OFFICE BUILDINGS, A SUBDIVISION IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS.

PARCEL 4:

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 12, RANGE 25 IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT OF WAY LINE OF DEARBORN AVENUE AND THE NORTHERLY RIGHT OF WAY LINE OF MARTWAY, SAID POINT BEING 776.33 FEET SOUTH AND 967.19 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 12, RANGE 25, JOHNSON COUNTY, KANSAS; THENCE NORTH 0 DEGREES, 01 MINUTES, 04 SECONDS EAST, 62.84 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID DEARBORN AVENUE; THENCE NORTH 89 DEGREES, 52 MINUTES, 20 SECONDS WEST, 160 FEET; THENCE SOUTH 0 DEGREES, 01 MINUTES, 04 SECONDS WEST, 90 FEET TO A POINT ON THE NORTHERLY LINE OF SAID MARTWAY; THENCE NORTH 80 DEGREES, 24 MINUTES EAST, 162.25 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING AND COMMENCING AT THE POINT OF INTERSECTION OF THE WEST RIGHT OF WAY LINE OF. DEARBORN AVENUE AND THE NORTHERLY RIGHT OF WAY OF MARTWAY; THENCE NORTH ALONG SAID WEST RIGHT OF WAY LINE 62.84 FEET TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING BEING 967.19 FEET EAST AND 713.49 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 12, RANGE 24, JOHNSON COUNTY, KANSAS; THENCE NORTH 0 DEGREES, 01 MINUTES, 40 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF DEARBORN AVENUE 30.0 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 20 SECONDS WEST, 140 FEET; THENCE SOUTH 0 DEGREES, 01 MINUTES, 40 SECONDS WEST, 30 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 20 SECONDS EAST, 140 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT ANY PART USED ROADS OR PUBLIC RIGHTS OF WAY.

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	November 5, 2025
Community Development	From:	Brian Scott

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

RE: Right-of-Way Use Agreement with Mission & Beverly, LLC for the Multi-Family Development Project at 5935 Beverly

RECOMMENDATION: Approve the right-of-way use agreement with Mission & Beverly, LLC for the proposed multi-family development project at 5935 Beverly

DETAILS: Mission & Beverly, LLC is the development entity that intends to build the multi-family development project at Dearborn, Beverly and Martway Street. The project will entail two separate buildings. Building A, on the north side of Martway, is 304,541 square feet with 204 residential units. Building B, on the south side of Martway, is 53,406 square feet with 57 units. The ground floor units of both buildings will have small porches with direct access on to the sidewalk in front of the building. Units on the second, third, and fourth floors will have a small balcony that looks out onto the street.

As final details of the building plans are being worked through, it has become apparent that these components of the two buildings will be encroaching into the City's right-of-way by as much as two and half (2.5') feet. Footings for the buildings may also encroach into the City's right-of-way by a few inches.

Representatives of Mission & Beverly and City staff have discussed this issue and have agreed that a right-of-way use agreement may be the best course of action. This agreement acknowledges that portions of the building will be encroaching into the City's right-of-way but also protects the City's use of the right-of-way and provides for responsibilities of care and use of the right-of-way and the encroachments.

If the City Council approves the agreement, it will be recorded with the Johnson County Register of Deeds and made part of the permanent documents of the property binding current and any successive owners.

CFAA CONSIDERATIONS/IMPACTS: N/A

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

[Space Above Reserved for Recording Information]

RIGHT-OF-WAY USE AGREEMENT

This Right-of-Way Use Agreement ("Agreement") is made as of _____ 2025, by and between the CITY OF MISSION, KANSAS, a Kansas municipal corporation ("City"), and MISSION & BEVERLY, LLC, a Delaware limited liability company registered to do business in Kansas ("Owner").

RECITALS

A. Owner owns certain real property commonly known as the _____, with a street addresses of 6000, 6005, 6025, 6040, and 6045 Martway Street, 5960 Dearborn Street, and 5935 and 5945 Beverly Avenue, Mission, Johnson County, Kansas, and legally described on **Exhibit A** attached hereto (the "Owner Parcel").

B. The City controls certain public right-of-way commonly known as Martway Street ("Martway ROW"), Beverly Avenue ("Beverly ROW"), and Dearborn Street ("Dearborn ROW", with the Dearborn ROW, Martway ROW, and Beverly ROW, together, the "City ROWs"), as dedicated in the land records of Johnson County, Kansas. The Martway ROW abuts the northern and southern boundary of the Owner Parcel. The Beverly ROW abuts the western boundary of the Owner Parcel. The Dearborn ROW abuts the eastern boundary of the Owner Parcel.

C. Certain planned building improvements, including, without limitation, patios, building footers, door swings, balconies, and roof overhangs of the Owner Parcel encroach upon the City ROWs by up to two and one-half (2.5) feet (the "Encroaching Building Improvements").

D. Subject to the terms and conditions of this Agreement, the City is willing to allow Owner to maintain the Encroaching Building Improvements on such portion of the City ROWs on which the Encroaching Building Improvements are located, as depicted on **Exhibit B** attached hereto (the "Encroachment Area").

AGREEMENT

NOW THEREFORE, in consideration of the facts recited above which are incorporated herein by this reference, mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. Subject to the provisions of this Agreement, the City hereby grants to Owner a revocable, non-exclusive license to construct, install, use, maintain, replace, and/or repair the Encroaching Building Improvements on the Encroachment Area.

2. Owner Covenants.

(a) Owner shall maintain the Encroaching Building Improvements in good condition and repair. The location of the Encroaching Building Improvements shall not obstruct any required sight triangle or jeopardize the public health, safety and welfare. Required maintenance shall include but not be limited to the ongoing upkeep of the pavement and striping, and snow and debris removal. All maintenance shall comply with applicable provisions of the Code of the City of Mission, Kansas (the "Code"), including, but not limited to, Chapters 500 — Model or Standard Code Adoptions; 505 - Building and Construction Regulations; 510 — Unsafe or Dangerous Structures; 515 - Streets, Sidewalks and Other Public Places; and 520 — Public Rights-of-Way and Private Utility Easements (each as may be amended).

(b) In the event the condition of the Encroaching Building Improvements creates a situation that threatens the public health, safety or welfare, Owner shall promptly take whatever measures are necessary to restore the Encroaching Building Improvements to a safe condition, or if necessary, to remove the Encroaching Building Improvements, but excluding any building footers or roof overhangs (the "Emergency Restoration Work").

(c) Owner shall notify the Public Works Director as soon as possible after first learning of the need for Emergency Restoration Work that involves a threat to the public health, safety or welfare.

(d) In the event Owner fails in its duty and obligation to perform Emergency Restoration Work, the City has the right (but not the obligation) to take any necessary action to remove the threat to the public health, safety or welfare. Due to the threat to the public health, safety or welfare, the City is not required to provide advance notice, but should notify Owner as soon as reasonably possible. Owner shall reimburse the City for its actual costs for any Emergency Restoration Work within 30 days of invoice by the City. If Owner fails to reimburse the City, Owner agrees the City may take any action permitted by law, including but not limited to, levying assessments or placing a lien on the Owner Parcel.

(e) In the event Owner fails in its duty and obligation to properly operate, maintain or repair the Encroaching Building Improvements, and such failure is not a threat to the public health, safety or welfare, the City may provide notice to Owner of the deficiency in operation, maintenance or repair of the Encroaching Building Improvements. If after 30 days' notice, Owner fails to remedy the deficiency (unless within said 30-day period Owner proceeds and thereafter pursues with due diligence to remedy the deficiency, or if such deficiency cannot, because of its nature, be cured within said 30-day period, then, if Owner commences curing such failure within said 30-day period and diligently continues such cure, but in no event more than 90 days from receipt of notice from the City), the City has the right (but not the obligation) to perform any necessary work to bring the

Encroaching Building Improvements into the proper operation, maintenance or repair. Owner shall reimburse the City for its actual costs for any such work within 30 days of invoice by the City. If Owner fails to reimburse the City, Owner agrees the City may take any action permitted by law, including but not limited to, levying assessments or placing a lien on the Owner Parcel.

(f) Owner shall release the City, its Governing Body members, directors, officers, employees and agents from any and all past, present or future liability for any damage that may be caused at any time by the City permitting the Encroaching Building Improvements to be located within the City ROWs, except with respect to any gross negligence or willful misconduct of the City, its Governing Body members, directors, officers, employees and/or agents.

(g) Owner shall indemnify and hold harmless the City, its Governing Body members, directors, officers, employees and agents from and against all claims, demands, losses, damages or actual costs and expenses (including reasonable attorneys' fees) incurred or suffered by any person or to any real or personal property as a result of or in connection with the City permitting the Encroaching Building Improvements to be located within the City ROWs or from any alleged negligent acts or omissions or intentional misconduct of Owner relative to its obligations under this Agreement.

(h) Owner shall carry commercial general liability insurance provided on an occurrence basis with limits of no less than $1,000,000 per occurrence and $2,000,000 aggregate annually, provided on a standard form, to include without limitation: (x) insured contract coverage encompassing the defense and indemnity obligations of Section 2(g) arising from bodily injury and property damage; (y) coverage to the City as an “additional insured” for damages arising out of the location of the Encroaching Building Improvements in the City ROWs or the failure to properly repair or maintain the Encroaching Building Improvements as required herein, such “additional insured” coverage to be on a primary and noncontributory basis with respect to the City's own coverage and (notwithstanding the general limits of insurance described above and elsewhere) provide limits to the City of no more (and no less) than $500,000 per occurrence; and (z) contain a “severability of interests” or “separation of insureds” feature. Such insurance shall also:

(1) Remain in effect for the duration of this Agreement;

(2) Provide for a waiver of the insurer's rights of subrogation against the City, and a waiver of any right to assert any lien with respect to such waived subrogation rights, to the extent allowed by law;

(3) Be provided by insurers that shall have and maintain an A.M. Best financial strength rating of no less favorable than “A-” and that shall have and remain within an A.M. Best financial size category of no less than “VIII”, or otherwise as is acceptable to the City; and

(4) Not be canceled except upon 30 days' prior written notice from the insurer and Owner to the City, or 10 days' prior written notice for non-payment of premium.

The City may at any time request a copy of the Owner's then current certificate of insurance. Any failure by Owner to comply with any of these insurance requirements at any time shall constitute a material breach of this Agreement. Owner's compliance with these insurance requirements shall not limit Owner's indemnification obligations under this Agreement.

(i) Owner shall comply with all applicable law in the performance of this Agreement, including but not limited to, the requirement of obtaining a right-of-way work permit (when required) for any installation, maintenance, replacement or repairs of the Encroaching Building Improvements.

(j) Owner shall in a timely manner restore the Encroachment Area to a condition meeting all applicable Code requirements, specifications and standards after any installation, maintenance, repair, replacement or removal of the Encroaching Building Improvements.

3. Owner Acknowledgments. Owner acknowledges and agrees that:

(a) Subject to the provisions of this Agreement, the maintenance, repair, replacement or removal of the Encroaching Building Improvements is the sole responsibility of Owner, and Owner is solely responsible for all costs of any such actions. The City may terminate this Agreement, if and only if Owner, or Owner's successors or assigns, fails to perform its obligations under this Agreement following the expiration of any applicable notice and cure period.

(b) The City is under no past, present or future obligation to expend any public funds or to take any other action to maintain or improve the Encroaching Building Improvements.

(c) Owner's use of the Encroachment Area under this Agreement is subject to and subordinate to the City's right to use the City ROWs, and Owner's use may be temporarily suspended in the future, in the sole, but reasonable discretion of the City, following written notice from the City, when appropriate, in the event the City ever undergoes or undertakes a public improvement project in the City ROWs at or near the location of the Encroaching Building Improvements.

(d) This Agreement in no way constitutes a waiver or restriction of the City's regulatory authority over the City ROWs pursuant to applicable law, or the City's ability to issue permits to other authorized users of the City ROWs, including but not limited to, utilities and other service providers.

4. City Acknowledgments. The City acknowledges and agrees that:

(a) The Encroaching Building Improvements may be constructed, maintained, used, repaired and replaced in the Encroachment Area, subject to the terms and conditions of this Agreement, Owner obtaining any right-of-way permit required by the Code, and Owner's compliance with other applicable laws.

(b) Upon written request of Owner, and subject to any applicable Code, minor changes to the Encroaching Building Improvements may be approved in writing by the Public Works Director.

5. Replacement of Building Improvements. In the event Owner shall be required by the terms or conditions of this Agreement to remove the Encroaching Building Improvements from the Encroachment Area, then Owner shall be allowed, simultaneously with such removal, to relocate the affected improvements, out of the Encroachment Area, and all within the boundaries of the Owner Parcel.

6. Miscellaneous.

(a) This Agreement shall be binding upon the parties and their respective successors and assigns. It is the intention of the parties hereto that this Agreement shall be a covenant running with the land and shall bind all successive owners of any interest in the Owner Parcel.

(b) At Owner's expense, this Agreement shall be filed of record with the Johnson County, Kansas Register of Deeds.

(c) The City's execution of this Agreement shall not be construed to be a waiver or approval of any condition that violates any federal, state or city law or regulation or a waiver of any applicable City code, regulation, permit requirement or the City's regulatory authority.

(d) This Agreement shall be governed by and construed in accordance with the laws of Kansas.

(e) This Agreement constitutes the entire agreement by and among the parties hereto, and supersedes all prior discussions, undertakings or agreements with respect to the subject matter of this Agreement. This Agreement may only be terminated, altered or amended by written, mutual agreement of the parties. Such amendment shall be filed of record with the Johnson County, Kansas Register of Deeds and may include a change in the type or location of the Encroaching Building Improvements.

(f) All notices, demands, statements, designations, approvals or other communications (each a "Notice", collectively, "Notices") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (i) sent by United States certified or registered mail, postage prepaid, return receipt requested ("Mail"), (ii) delivered by a nationally recognized overnight courier, or (iii) delivered personally. Any Notice shall be sent, transmitted, or delivered, to the relevant party at the appropriate address set forth below, or to such other places as such party may from time to time designate in a Notice to the other party. Any Notice will be deemed given: (a) three (3) days after the date it is posted if sent by Mail, (b) the date the overnight courier delivery is sent, or (c) the date personal delivery is made. As of the date of this Agreement, any Notices shall be sent, transmitted, or delivered, as the case may be, to the following addresses: If to City: City of Mission, KS, 6090 Woodson St., Mission, KS 66202, Attn: City Administrator. If to Owner: Mission & Beverly, LLC, c/o Milhaus, LLC, 550 E. Washington Street, Indianapolis, IN 46204, Attn: Legal Services, with a copy to: Dinsmore & Shohl LLP, 211 N. Pennsylvania Street, Suite 1800, Indianapolis, IN 46204, Attn: Samantha R. Hargitt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Any notice given by counsel to a party shall have the same effect as if given by such party. Either party may update its address for notice purposes upon written notice to the other party.

(g) This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[*signatures on the following pages*]

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be executed to be effective as of the day and year first written above.

CITY:

CITY OF MISSION, KANSAS, a Kansas municipal corporation

By: _____
Solana Flora, Mayor

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

This record was acknowledged before me on _____, 2025, by Solana Flora as Mayor of the City of Mission, Kansas.

_____
Printed Name: _____
Notary Public in and for said State
Commissioned in Johnson County

My commission expires:

_____

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be executed to be effective as of the day and year first written above.

OWNER:

MISSION & BEVERLY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This record was acknowledged before me on _____, 2025, by _____ as _____ of Mission & Beverly, LLC, a Delaware limited liability company.

_____
Printed Name: _____
Notary Public in and for said State
Commissioned in Johnson County

My commission expires:

EXHIBIT A

OWNER PARCEL

TRACT I:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 12, RANGE 25, NOW IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 635 FEET WEST OF THE EAST LINE, AND 400 FEET SOUTH OF THE NORTHLINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF BEVERLY AS NOW ESTABLISHED; THENCE SOUTH, ALONG A LINE 635 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SAID LINE ALSO BEING THE EAST LINE OF SAID BEVERLY, A DISTANCE OF 132.38 FEET; THENCE EAST, ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 140 FEET TO A POINT 495 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH, ALONG A LINE 495 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 132.14 FEET TO A POINT 400 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE WEST, ALONG A LINE 400 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART IN STREETS, ROADS OR HIGHWAYS.

TRACT II:

PARCEL 1:

TRACT 1:

BEGINNING AT A POINT 827.19 FEET EAST AND 401.58 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 12, RANGE 25, JOHNSON COUNTY, KANSAS; THENCE SOUTH 0 DEGREES 01 MINUTE 40 SECONDS WEST, 282.14 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 20 SECONDS EAST 140 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DEARBORN AVENUE, SAID POINT BEING 82.84 FEET NORTH OF THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF DEARBORN AVENUE AND THE NORTH RIGHT OF WAY LINE OF MARTWAY; THENCE NORTH 0 DEGREES 01 MINUTES 40 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF DEARBORN AVENUE 281.91 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 00 SECONDS WEST, 140 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART IN ROAD, IF ANY.

TRACT 2:

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 12, RANGE 25, IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, SAID TRACT BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 533.96 FEET SOUTH AND 687.19 FEET EAST OF THE NORTHWEST CORNER OF SAID 1/4 1/4 SECTION, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF BEVERLY STREET; THENCE SOUTH 0 DEGREES 01 MINUTE 40 SECONDS WEST, 180 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 20 SECONDS EAST, 140 FEET; THENCE NORTH 0 DEGREES 01 MINUTE 40 SECONDS EAST, 180 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 20 SECONDS WEST, 140 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART IN ROAD, IF ANY.

PARCEL 2:

BEGINNING AT A POINT 824.33 FEET SOUTH AND 686.97 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 12, RANGE 25, IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS; THENCE NORTH 80 DEGREES, 24 MINUTES EAST, 121.72 FEET; THENCE NORTH 0 DEGREES, 1 MINUTE, 40 SECONDS EAST, 90.0 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 20 SECONDS WEST, 120 FEET; THENCE SOUTH 0 DEGREES, 1 MINUTE, 40 SECONDS WEST, 110.37 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

TRACT 1:

LOT 1, MARTWAY OFFICE BUILDINGS, A SUBDIVISION IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS.

TRACT 2:

LOT 2, MARTWAY OFFICE BUILDINGS, A SUBDIVISION IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS.

TRACT 3:

LOT 3, MARTWAY OFFICE BUILDINGS, A SUBDIVISION IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS.

PARCEL 4:

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 12, RANGE 25 IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT OF WAY LINE OF DEARBORN AVENUE AND THE NORTHERLY RIGHT OF WAY LINE OF MARTWAY, SAID POINT BEING 776.33 FEET SOUTH AND 967.19 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 12, RANGE 25, JOHNSON COUNTY, KANSAS; THENCE NORTH 0 DEGREES, 01 MINUTES, 04 SECONDS EAST, 62.84 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID DEARBORN AVENUE; THENCE NORTH 89 DEGREES, 52 MINUTES, 20 SECONDS WEST, 160 FEET; THENCE SOUTH 0 DEGREES, 01 MINUTES, 04 SECONDS WEST, 90 FEET TO A POINT ON THE NORTHERLY LINE OF SAID MARTWAY; THENCE NORTH 80 DEGREES, 24 MINUTES EAST, 162.25 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING AND COMMENCING AT THE POINT OF INTERSECTION OF THE WEST RIGHT OF WAY LINE OF. DEARBORN AVENUE AND THE NORTHERLY RIGHT OF WAY OF MARTWAY; THENCE NORTH ALONG SAID WEST RIGHT OF WAY LINE 62.84 FEET TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING BEING 967.19 FEET EAST AND 713.49 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 12, RANGE 24, JOHNSON COUNTY, KANSAS; THENCE NORTH 0 DEGREES, 01 MINUTES, 40 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF DEARBORN AVENUE 30.0 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 20 SECONDS WEST, 140 FEET; THENCE SOUTH 0 DEGREES, 01 MINUTES, 40 SECONDS WEST, 30 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 20 SECONDS EAST, 140 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT ANY PART USED ROADS OR PUBLIC RIGHTS OF WAY.

EXHIBIT B

ENCROACHMENT AREA

ARCH D 24" x 36"

UTILITY LEGEND

- OHE — PROPOSED OVERHEAD ELECTRIC
- UE — PROPOSED UNDERGROUND ELECTRIC
- GAS — GAS LINE
- COM — PROPOSED PHONE
- PROPOSED STORM PIPE (PRIVATE)
- PROPOSED STORM STRUCTURE (PRIVATE)
- PROPOSED STORM PIPE (PUBLIC)
- PROPOSED STORM STRUCTURE (PUBLIC)
- SS — PROPOSED SANITARY SEWER
- PROPOSED SANITARY CLEANOUT
- W — PROPOSED WATER LINE
- FP — PROPOSED FIRE LINE
- M — PROPOSED WATER METER
- PROPOSED TRANSFORMER PAD (FOR REFERENCE ONLY)
- EXISTING SANITARY LINE
- EXISTING STORM LINE
- EXISTING ELECTRIC LINE
- EXISTING WATERLINE
- EXISTING COMMUNICATION LINE

NORTH

GRAPHIC SCALE IN FEET
0 5' 10' 20'
1" = 5'

BUILDING A - PATIO CONFLICT #1
0.17' OVER ROW

0.17'

FFE 964.5
FFE 958.5
FFE 959.5
FFE 954.0
FFE 962.5
FFE 962.5
ATM

PEDESTRIAN EASEMENT

BUILDING B - PATIO CONFLICT #1
0.54' OVER PEDESTRIAN EASEMENT

BUILDING B - PATIO CONFLICT #2
0.38' OVER PEDESTRIAN EASEMENT

BUILDING B - PATIO CONFLICT #3
0.32' OVER PEDESTRIAN EASEMENT

BUILDING B - PATIO CONFLICT #4
0.28' OVER PEDESTRIAN EASEMENT

BUILDING B - PATIO CONFLICT #5
0.22' OVER PEDESTRIAN EASEMENT

BUILDING B - PATIO CONFLICT #6
0.22' OVER PEDESTRIAN EASEMENT

0.54' 2.55' 0.38' 0.32' 0.28' 0.22' 0.22'

24"

5/7/2024 11:22:25 AM

NSPJ ARCHITECTS
ARCHITECTURE LANDSCAPE ARCHITECTURE ENERGY SERVICES
3515 W. 75TH ST., SUITE 201
PRAIRIE VILLAGE, KS 66208
P. 913.831.1415
F. 913.831.1563
NSPJARCH.COM

PROJECT DESCRIPTION:
MILHAUS MISSION BEVERLY
6000 MARTWAY ST. MISSION, KS

DRAWING RELEASE LOG
- 03.10.23 100% SD
- 04.24.24 50% DD
- 05.17.24 100% DD
- 07.12.24 50% CD
- 11.21.24 75% CD
- 12.06.24 100% FINAL CHECK SET TO NSPJ
- 12.13.24 PERMIT SET SUBMITTAL
- 04.11.25 INTERNAL 95% SUBMITTAL
- 04.15.25 BID SET SUBMITTAL
- 04.25.25 BID SET ADDENDUM 1
- 05.09.25 BLDG PERMIT SET
- 10.09.25 ADDENDUM 2

△ REVISIONS

JOB NO. 734123
DATE 10.09.25
DRAWN BY LLG
PROJECT STATUS ADDENDUM 2
SHEET NAME PATIO CONFLICT EXHIBIT
SHEET NO.

ARCH D 24" x 36"

UTILITY LEGEND

- OHE — PROPOSED OVERHEAD ELECTRIC
- UE — PROPOSED UNDERGROUND ELECTRIC
- GAS — GAS LINE
- COM — PROPOSED PHONE
- PROPOSED STORM PIPE (PRIVATE)
- PROPOSED STORM STRUCTURE (PRIVATE)
- PROPOSED STORM PIPE (PUBLIC)
- PROPOSED STORM STRUCTURE (PUBLIC)
- SS — PROPOSED SANITARY SEWER
- PROPOSED SANITARY CLEANOUT
- W — PROPOSED WATER LINE
- FP — PROPOSED FIRE LINE
- M — PROPOSED WATER METER
- PROPOSED TRANSFORMER PAD (FOR REFERENCE ONLY)
- EXISTING SANITARY LINE
- EXISTING STORM LINE
- EXISTING ELECTRIC LINE
- EXISTING WATERLINE
- EXISTING COMMUNICATION LINE

BUILDING A - BALCONY CONFLICT #5
1.69' OVER PUBLIC ROW

BUILDING A - BALCONY CONFLICT #4
1.71' OVER PUBLIC ROW

BUILDING A - BALCONY CONFLICT #3
1.68' OVER PUBLIC ROW

BUILDING A - BALCONY CONFLICT #2
1.65' OVER PUBLIC ROW

FFE 959.0

1.69'

1.71'

1.68'

1.65'

BALCONY OVERHANG (TYP.)

PUBLIC ROW LINE

NORTH

GRAPHIC SCALE IN FEET
0 2.5' 5' 10'
1" = 5'

NSPJ
ARCHITECTS, PA
ARCHITECTURE
LANDSCAPE ARCHITECTURE
ENERGY SERVICES
3515 W. 75TH ST., SUITE 201
PRAIRIE VILLAGE, KS 66208
P. 913.831.1415
F. 913.831.1563
NSPJARCH.COM

PROJECT DESCRIPTION:
MILHAUS MISSION BEVERLY
6000 MARTWAY ST. MISSION, KS

DRAWING RELEASE LOG
- 03.10.23 100% SD
- 04.24.24 50% DD
- 05.17.24 100% DD
- 07.12.24 50% CD
- 11.21.24 75% CD
- 12.06.24 100% FINAL CHECK SET TO NSPJ
- 12.13.24 PERMIT SET SUBMITTAL
- 04.11.25 INTERNAL 95% SUBMITTAL
- 04.15.25 BID SET SUBMITTAL
- 04.25.25 BID SET ADDENDUM 1
- 05.09.25 BLDG PERMIT SET
- 10.09.25 ADDENDUM 2

△ REVISIONS

JOB NO. 734123
DATE 10.09.25
DRAWN BY LLG
PROJECT STATUS ADDENDUM 2
SHEET NAME PATIO CONFLICT EXHIBIT
SHEET NO.

5/7/2024 11:22:25 AM

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	November 5, 2025
Public Works	From:	Stephanie Boyce

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

RE: Interlocal Agreement for US-69 Improvement over Johnson Drive

RECOMMENDATION: Approve an interlocal agreement between the City of Mission, the City of Overland Park and the Kansas Department of Transportation (KDOT) for improvements to the US-69 (Metcalf Avenue) bridge over Johnson Drive.

DETAILS: The existing US-69 (Metcalf Avenue) bridge over Johnson Drive needs to be replaced due to age, deterioration and vertical clearance, which does not meet KDOT's current standards. The bridge replacement would provide an opportunity to increase safety along US-69.

KDOT completed a conceptual study in 2023/2024 to replace the bridge; however, the final budget estimates exceeded the funding available in the Priority Bridge Replacement Program and so it was determined that, in the interim, KDOT would make the necessary life/health/safety repairs in 2026.

Improvements on the Mission side will include bridge deck and concrete column repairs, a mill and overlay of the asphalt adjacent to the bridge, extension of the northbound auxiliary lane between 58th Street and 56th Street, and replacement of existing streetlights along the corridor which the City currently maintains and will continue to maintain.

The cities of Mission and Overland Park have been coordinating closely with KDOT on this project to align schedules with Mission's Johnson Drive Reconstruction Project. KDOT anticipates letting the project in January 2026 and requires participating cities to execute agreements for the work being completed by KDOT.

Staff recommends the execution of the interlocal agreement with City of Overland Park and KDOT for the US-69 bridge improvement project. Mission expects to incur no costs in connection with the repairs to the bridge.

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

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

PROJECT NO. KA-6506-02
US-69: BRIDGE AND SAFETY IMPROVEMENT IN JOHNSON COUNTY
CITY OF MISSION, KANSAS
CITY OF OVERLAND PARK, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) ("Secretary"), the **City of Mission, Kansas** ("Mission"), and the **City of Overland Park, Kansas** ("Overland Park"), collectively, the "Parties".

RECITALS

A. The Secretary has authorized a safety improvement project for US-69 in Johnson County, as further described in this Agreement.

B. The Parties are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of City Connecting Links as well as city and county-owned roadways and bridges in the State of Kansas through the use of federal, state, and/or local funds, or a combination thereof.

C. The Secretary desires to construct the Project on US-69, a City Connecting Link for the State Highway System, and the Cities agree to the Project.

D. The Parties desire to enter into an Agreement to make improvements to the state highway through the use of state or federal funds or a combination of state and federal funds.

E. Under the terms of the Federal-Aid Highway Act and the rules and regulations of the Federal Highway Administration (FHWA), states, counties, and cities may receive assistance in the financing of the construction and reconstruction of roads and streets, provided; however, the work is required to be done in accordance with the laws of the State of Kansas and any applicable federal requirements.

NOW THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

DEFINITIONS. The following terms as used in this Agreement have these designated meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, including those incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"Cities"** means collectively the City of Mission, Kansas, and the City of Overland Park, Kansas.

3. **"City Connecting Link"** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

4. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.

5. **"Construction Engineering" or "CE"** means inspection services, material testing, engineering consultation, and other reengineering activities required during or after Construction of the Project.

6. **"Consultant"** means any engineering firm or other entity retained to perform consulting or design services for the Project.

7. **"Contractor"** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

8. **"Design Plans"** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

9. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

10. **"Encroachment"** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

11. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

12. **"Letting" or "Let"** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

13. **"Mission"** means the City of Mission, Kansas, with its place of business at 6090 Woodson St., Mission, KS 66202.

14. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, acting on the Secretary's own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.

15. **"Overland Park"** means the City of Overland Park, Kansas, with its place of business at 8500 Santa Fe Drive, Overland Park, KS 66212.

16. **"Participating Costs"** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

17. **"Preliminary Engineering" or "PE"** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

18. **"Project"** means all phases and aspects of the Construction endeavor to be undertaken by the Secretary, being: **Project No. KA-6506-02; to repair Bridge #119 over Johnson Drive located at Junction Old K-158/US-69 and from 58th Street to 56th Street including patching and overlay, and the safety improvement of an added northbound auxiliary lane from 58th Street to 56th Street along the border of Mission, Kansas and Overland Park, Kansas**, and is the subject of this Agreement.

19. **"Project Limits"** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

20. **"Responsible Bidder"** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

21. **"Right of Way"** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

22. **"Secretary"** means the Secretary of Transportation of the State of Kansas, the Secretary's successors and assigns, and the Secretary's designee.

23. **"Utilities" or "Utility"** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** The Secretary is undertaking the Project and shall be solely responsible for the payment of Project costs for all work phases including Preliminary Engineering, Right of Way, Utility Adjustments, Construction Engineering, and Construction, includes the costs of all unforeseeable elements of cost within the defined project scope identified after the Construction phase commences ("Construction Contingency Items"). Costs for this Project will be paid using state or federal funds, or a combination thereof. There is no local match required.

2. **Right of Way Acquisition.** In the name of the Secretary, the Secretary will perform appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. All costs for Right of Way as shown on the Design Plans will be paid for with state or federal funds or a combination of state and federal funds. The Secretary will receive and disburse all funds directly to the parties involved in acquisition of Right of Way.

3. **Design, Letting, and Administration.** The Secretary will prepare the Design Plans, Let the contract for the Project, administer the Construction of the Project as required by the FHWA, negotiate with and report to the FHWA, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans shall be paid for with state or federal funds or a combination of state and federal funds.

4. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the Cities from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor's agent, subcontractors, or suppliers. If a Party defends a third party's claim, the Contractor shall indemnify the Party for damages paid to the third party and all related expenses the Party incurs in defending the claim.

5. **Utilities.**

(a) Cost of Relocation Inside the Incorporated City Limits.

i. If the City has a population of less than 2,501 (based on the U.S. Bureau of Census- 2020 Census), the Secretary agrees to be responsible for the expense to remove or adjust City owned Utilities located on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The payment of such expense by the Secretary shall be by a separate Utility adjustment agreement between the Secretary and the City.

ii. If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2020 Census), the Utility owners shall be responsible for the expense to remove or adjust all Utility facilities on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The expense of removal or adjustment of Utilities located on private easements shall be reimbursed to the Utility owners by

the Secretary. The payment of such expense by the Secretary shall be by separate Utility adjustment agreement between the Secretary and the Utility owners.

ARTICLE III

MISSION RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies the signatory has legal and actual authority as representative and agent for Mission to enter into this Agreement on its behalf. Mission further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Right of Way.**

(a) Use of Mission Right of Way. The Secretary shall have the right to utilize any land owned or controlled by Mission, including any land owned or controlled by a land bank formed under K.S.A. § 12-5901, *et seq*. lying inside or outside the limits of Mission as shown on the final Design Plans, for Project purposes. If the Secretary requests, Mission shall execute the appropriate deeds and easements transferring its property rights to the Secretary. If so requested, Mission acknowledges the execution and transferring of the deeds and easements by Mission to the Secretary is an obligation of Mission for this Agreement and Construction of the Project.

(b) Cooperation in Right of Way Acquisition. Mission acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. Mission will cooperate in that purpose, as necessary, for completion of the Project.

3. **Removal of Encroachments.** Mission shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines Mission and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

4. **Future Encroachments.** Except as provided by state and federal laws, Mission agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.

5. **Trails and Sidewalks on KDOT Right of Way.** With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed on state highway right of way, if any, pursuant to the Design Plans, Mission agrees as follows:

(a) City Responsible for Repairs and Providing Alternative Accessible Routes. Mission agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-69. If the construction or maintenance of US-69 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, Mission shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-69 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, Mission will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(b) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, Mission will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(c) Incorporation of Trail/Sidewalk into Local Transportation System. Mission agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

(d) Maintenance. When the Project is completed and final acceptance is issued, Mission, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, Mission will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of Mission's absolute duty and obligation to maintain the Trail/Sidewalk.

6. **Parking Control.** Mission shall prohibit parking of vehicles on Mission Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

7. **Access Control.** Mission will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within Mission other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

8. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, Mission shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by Mission to any party outside of the Secretary and all costs incurred by Mission not to be reimbursed by the Secretary for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project.

9. **City Connecting Link.** The Secretary and Mission have in the past entered into an agreement covering routine maintenance of Mission connecting link and it is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in Mission connecting link maintenance agreement is not affected by this Agreement.

10. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq*.) as applicable, Mission shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. Mission shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.

ARTICLE IV

OVERLAND PARK RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for Overland Park to enter into this Agreement on its behalf. Overland Park agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Right of Way.**

(a) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by Overland Park, including any land owned or controlled by a land bank formed under K.S.A. § 12-5901, *et seq*., lying inside or outside the limits of Overland Park as shown on the final Design Plans, for Project purposes. Where the Secretary deems necessary, the Secretary shall have continued use of such land for public highway purposes until such time as that purpose no longer exists.

(b) Cooperation in Right of Way Acquisition. Overland Park acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. Overland Park will cooperate in that purpose, as necessary, for completion of the Project.

3. **Removal of Encroachments.** Overland Park shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines Overland Park and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

4. **Future Encroachments.** Except as provided by state and federal laws, Overland Park agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.

5. **Trails and Sidewalks on KDOT Right of Way.** With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed on state highway right of way, if any, pursuant to the Design Plans, Overland Park agrees as follows:

(a) City Responsible for Repairs and Providing Alternative Accessible Routes. Overland Park agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-69. If the construction or maintenance of US-69 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, Overland Park shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-69 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, Overland Park will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(b) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, Overland Park will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(c) Incorporation of Trail/Sidewalk into Local Transportation System. Overland Park agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for

transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

(d) Maintenance. When the Project is completed and final acceptance is issued, Overland Park, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, Overland Park will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of Overland Park's absolute duty and obligation to maintain the Trail/Sidewalk.

6. **Parking Control.** Overland Park shall prohibit parking of vehicles on Overland Park Connecting Link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

7. **Access Control.** Overland Park will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within Overland Park other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

8. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, Overland Park shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by Overland Park to any party outside of the Secretary and all costs incurred by Overland Park not to be reimbursed by the Secretary for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project.

9. **City Connecting Link.** The Secretary and Overland Park have in the past entered into an agreement covering routine maintenance of Overland Park connecting link and it is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in Overland Park connecting link maintenance agreement is not affected by this Agreement.

10. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq*.) as applicable, Overland Park shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. Overland Park shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.

ARTICLE V

FEDERAL REQUIREMENTS:

1. **Anti-Lobbying**. If the total value of this agreement exceeds one hundred thousand dollars ($100,000.00), a **Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment** shall be included in this Agreement and be attached and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

2. **Debarment & Suspension**. If the value of this Agreement exceeds twenty-five thousand dollars ($25,000.00), it is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the Cities verify that neither they, nor their agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec.Orders No. 12549 and 12689; 2 C.F.R. § 200.213.

3. **System for Award Management**. The Cities have registered with the System for Award Management (http://www.sam.gov/), which provides a Unique Entity Identifier (SAM). The Cities shall maintain such registration at all times during which they have active federal awards.

4. **Buy America Compliance**. The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

5. **Prohibition on Certain Technologies**. All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital

Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

6. **Audit Requirements**. All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq*. require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq*.

(a) Agency Audit. The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the Cities shall participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by a city for items considered ineligible or Non-Participating Costs, the city shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE VI

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement as if set forth in their entirety herein.

2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The Secretary shall determine in consultation with the Cities the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the Cities and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the Cities and the Secretary shall approve such revisions before they become effective.

(b) Permanent Traffic Control. The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized

by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.

3. **City Ordinances.** The Secretary is not required to follow any city zoning ordinances in the design, Construction, or maintenance of the Project.

4. **Lighting Installation & Maintenance**. As a part of the Project, the Secretary will install new lighting along US-69 as depicted on attached **Exhibit A**. The new lighting and controller(s) will be located within KDOT Right of Way. After completion of the Project, the Cities shall be responsible for maintenance of the lighting installed within its respective jurisdiction.

5. **City Connecting Link.** The Secretary and the Cities have valid agreements covering routine maintenance of the City Connecting Link and it is the Parties' intention that it remains in full force and effect and the mileage set out is not affected by this Agreement.

6. **Civil Rights Act.** The **Civil Rights Act Attachment**, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The provisions found in the current version of **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are hereby incorporated into and made a part of this Agreement.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

10. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Parties and their successors in office.

11. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13. **Severability.** If any provision of this Agreement or any attachments hereto are held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST: CITY OF MISSION, KANSAS

_____ _____

City Clerk (Date) Mayor

(SEAL)

ATTEST:

CITY OF OVERLAND PARK, KANSAS

_____ (Date)
City Clerk

_____
Mayor

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By:_____
Greg M. Schieber , P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

1. Civil Rights Act
2. Contractual Provisions Attachment, Form DA-146a
3. Federal Anti-Lobbying Certification
4. Exhibit A

KANSAS DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations**: The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
Department of Administration DA-146a
(Rev. 05-25)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____**.**

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.

3. **Termination Due to Lack of Funding Appropriation or Funding Source**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.

4. **Disclaimer of Liability**: No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause**: The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.

6. **Acceptance of Contract**: This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.

10. **Insurance**: The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq*.

12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

City of Mission:

Federal Funds Lobbying Certification Attachment
Required Contract Provision

Definitions

1. **Designated Entity**: An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant**: An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt)**: Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person**: An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient**: All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of $100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than $10,000.00 and not more than $100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

_____ _____

(Date) By: _____

City of Overland Park:

Federal Funds Lobbying Certification Attachment
Required Contract Provision

Definitions

1. **Designated Entity**: An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant**: An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt)**: Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person**: An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient**: All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

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The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

_____ _____

(Date) By: _____

Exhibit A

STATE	PROJECT N0.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	69-46 KA-6506-02	2025	71	149

3" PVC (Sched. 80) TO BE INSTALLED		
Station	Location	Lin. Ft.
25+38.19	W 58TH ST CROSSING	132
37+36.40	FOXRIDGE DR CROSSING	43
37+41.44	W 56TH ST CROSSING	133

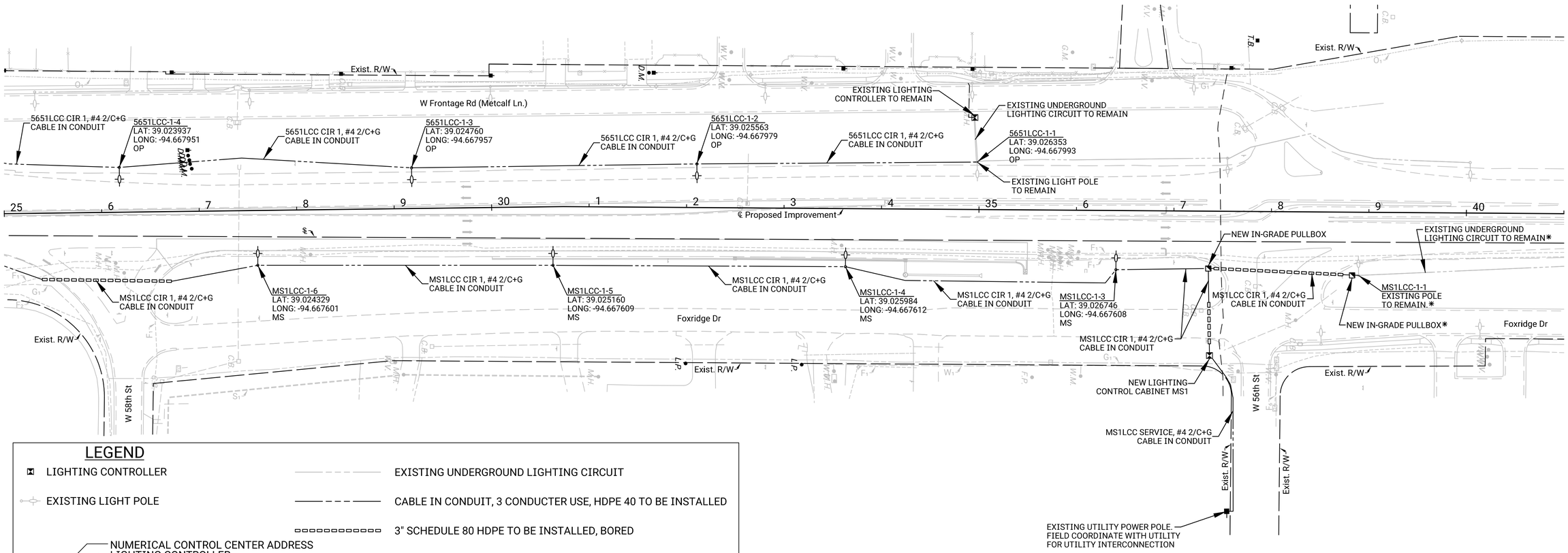
MS1LCC

Main Breaker

Secondary Breaker
- Circuit No. 1 — 20 Amp
- Circuit No. 2 — 20 Amp
- Circuit No. 3 — 20 Amp
- Circuit No. 4 — 20 Amp

Electrically Held Contactors
- Circuit No. 1 — 30 Amp
- Circuit No. 2 — 30 Amp
- Circuit No. 3 — 30 Amp
- Circuit No. 4 — 30 Amp

SCALE: 1" = 50'



LEGEND

- LIGHTING CONTROLLER
- EXISTING LIGHT POLE
- EXISTING UNDERGROUND LIGHTING CIRCUIT
- CABLE IN CONDUIT, 3 CONDUCTER USE, HDPE 40 TO BE INSTALLED
- 3" SCHEDULE 80 HDPE TO BE INSTALLED, BORED
- STANDARD LIGHT POLE & LUMINAIRE TO BE INSTALLED
- IN-GRADE PULL BOX
- SECONDARY POLE

LC-#-#
- NUMERICAL CONTROL CENTER ADDRESS
- LIGHTING CONTROLLER
- CIRCUIT NUMBER
- POLE NUMBER

LAT: #.###
LONG: #.###
- LATITUDE
- LONGITUDE

MS / OP
- MUNICIPALITY

NOTE: LATITUDE AND LONGITUDE ARE FROM THE CENTER OF THE POLE BASE.
NOTE: ALL OTHER LIGHT POLES NOT SHOWN TO BE REMOVED SHALL NOT BE DISTURBED
NOTE: THE MUNICIPALITY CALLOUT "MS" DENOTES ALL POLES TO BE OWNED AND MAINTAINED BY MISSION, KS.
NOTE: THE MUNICIPALITY CALLOUT "OP" DENOTES ALL POLES TO BE OWNED AND MAINTAINED BY OVERLAND PARK, KS.

* CONTRACTOR TO FIELD VERIFY POWER SOURCE AND DISCONNECT FROM EXISTING CIRCUIT AS APPROVED BY THE ENGINEER AND POWER SUPPLIER. PLACE A PULL BOX FOR SPLICE AT JUNCTION OF EXISTING POWER SOURCE AND FEED FROM NEW POLE.

DATE | BY | REFERENCES NOTED | REFERENCES CHECKED

Plotted by : bandrews 19-SEP-2025 09:04
File : KA650602lpl-02.dgn

KANSAS DEPARTMENT OF TRANSPORTATION

PROPOSED LIGHTING PLAN

STA. 25+00 TO STA. 41+00

CADconform Certify This File

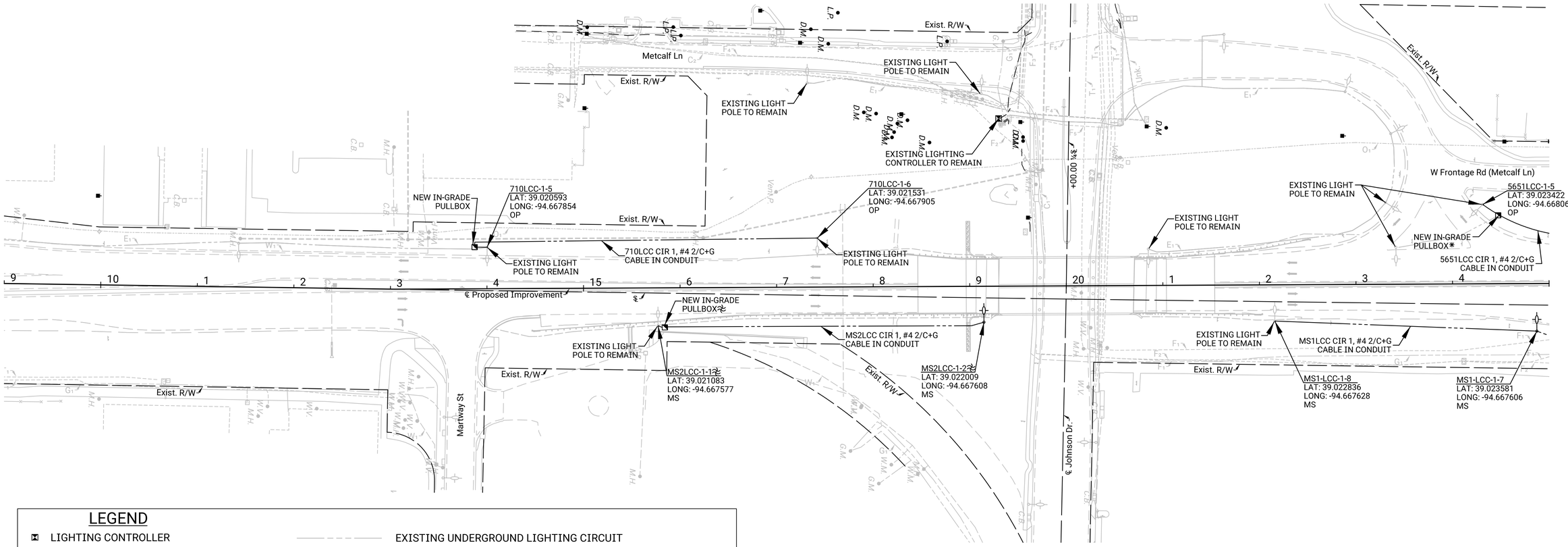
CADconform Certify This File

Sh. No. 71

Exhibit A

STATE	PROJECT N0.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	69-46 KA-6506-02	2025	70	149

SCALE: 1" = 50'



LEGEND

- LIGHTING CONTROLLER
- EXISTING LIGHT POLE
- EXISTING UNDERGROUND LIGHTING CIRCUIT
- CABLE IN CONDUIT, 3 CONDUCTER USE, HDPE 40 TO BE INSTALLED
- 3" SCHEDULE 80 HDPE TO BE INSTALLED, BORED
- STANDARD LIGHT POLE & LUMINAIRE TO BE INSTALLED
- IN-GRADE PULL BOX
- SECONDARY POLE

LC-#-#
- NUMERICAL CONTROL CENTER ADDRESS
- LIGHTING CONTROLLER
- CIRCUIT NUMBER
- POLE NUMBER

LAT: #.###
LONG: #.###
MS / OP
- LATITUDE
- LONGITUDE
- MUNICIPALITY

≈ CONTRACTOR TO FIELD VERIFY POWER SOURCE AND CONNECT TO EXISTING CIRCUIT AS APPROVED BY THE ENGINEER AND POWER SUPPLIER. PLACE A PULL BOX FOR SPLICE AT JUNCTION OF EXISTING POWER SOURCE AND FEED TO NEW POLE.

✳ CONTRACTOR TO FIELD VERIFY POWER SOURCE AND DISCONNECT FROM EXISTING CIRCUIT AS APPROVED BY THE ENGINEER AND POWER SUPPLIER. PLACE A PULL BOX FOR SPLICE AT JUNCTION OF EXISTING POWER SOURCE AND FEED FROM NEW POLE.

NOTE: LATITUDE AND LONGITUDE ARE FROM THE CENTER OF THE POLE BASE.
NOTE: ALL OTHER LIGHT POLES NOT SHOWN TO BE REMOVED SHALL NOT BE DISTURBED
NOTE: THE MUNICIPALITY CALLOUT "MS" DENOTES ALL POLES TO BE OWNED AND MAINTAINED BY MISSION, KS.
NOTE: THE MUNICIPALITY CALLOUT "OP" DENOTES ALL POLES TO BE OWNED AND MAINTAINED BY OVERLAND PARK, KS.

DATE | BY | REFERENCES NOTED | REFERENCES CHECKED

Plotted by : bandrews 19-SEP-2025 09:04
File : KA6506021pl-02.dgn

KANSAS DEPARTMENT OF TRANSPORTATION

PROPOSED LIGHTING PLAN

STA. 9+00 TO STA. 25+00

City of Mission	Item Number:	7.
DISCUSSION ITEM SUMMARY	Date:	November 5, 2025
PUBLIC WORKS	From:	Brent Morton

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

RE: Snow Removal Policy and 2025-2026 Snow Plan

DETAILS: A copy of the 2025-2026 Snow Plan, including the Miscellaneous Snow Removal Table and Snow Removal Maps, is provided in the packet for your reference. These documents outline the guidelines for snow removal operations conducted by the Mission Public Works Department.

We will review the plan during the Committee meeting to provide a refresher on the current policies and procedures for the upcoming 2025-2026 winter season.

CFAA CONSIDERATIONS/IMPACTS: Snow removal is an essential service provided by the City. In order to keep services functioning and the traveling public safe, snow removal services are performed by the Public Works department for streets, public facilities, trails, and parks.

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

2025-2026 Snow Season Plan

Public Works Department

Table of Contents

Procedural Review & Training	2
Weather Conditions & Strategy	3
Crew & Shift Assignments	4
Vehicle/Plow Route Descriptions & Maps	
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1-Ton Truck Route # 2	7-8
2-Ton Truck Route - A	9-10
2-Ton Truck Route - B	11-12
Supplemental Snow Removal Contract	13

Procedural Review & Training

Procedural Review

- Crew and Shift Assignments
- Plowing and Spreading Routes
- On-Call Procedure -
    - 2 Hour Window
    - Cell phones on and waiting
- Working with Police (Command Staff Contact Info in the following pages)

Equipment Operation and Maintenance

- Trucks
- Plows
- Spreaders and Their Controls
- Loading Salt
- Radio Communication
- Vehicle / Equipment Repairs Procedure
- Preventive Maintenance
    - Cleaning vehicles / equipment

Salt and Brine Application Procedures

- How Salt Works
- How and When to Salt
- How Brine Works
- How and When to use Brine
- Anti-Icing vs. Deicing
- Application Rates
- Storm Conditions (Detailed on Next Page)
- Special Deicing Problems (Bridges, Elevated Curve, Ramps, Intersections)

On the Job Safety

- Vehicle and Equipment Pre-Trip Checks
- Safety Practices
- Dealing with the Public
- Assisting Motorists

Weather Conditions & Strategy

Brine Pretreatment Strategy:

When winter precipitation is forecasted and no rainfall is expected prior to the event. Public Works will pretreat all major roads with a brine solution. Brine may be applied up to 48 hours in advance of the anticipated snow or ice event. This proactive measure helps prevent snow and ice from bonding to the pavement surface, allowing plowing and deicing operations to be more effective and reducing overall salt usage.

Condition 1
Temperature: Near 30

Precipitation: Snow, sleet or freezing rain

Road Surface: Wet

If snow or sleet, apply salt at 500 lb per two-lane mile. If snow or sleet continues and accumulates, plow and salt simultaneously. If freezing rain, apply salt at 200 lb per two-lane mile. If rain continues to freeze, re-apply salt at 200 lb per two-lane mile. Consider anti-icing procedures.

Condition 2
Temperature: 30 or Falling

Precipitation: Snow, sleet or freezing rain

Road Surface: Wet or Sticky

Apply salt at 300-800 lb per two-lane mile, depending on the rate of accumulation. If the snowfall continues to accumulate, plow and repeat the salting process. If freezing rain, apply salt at 200-400 lb per two-lane mile. Consider anti-icing procedures as warranted.

Condition 3
Temperature: Below 20 and falling

Precipitation: Dry Snow

Road Surface: Dry
Plow as soon as possible. Don't apply salt. Continue to plow and patrol keeping an eye for wet, packed or icy spots; treat any of these with heavy salting applications.

Condition 4
Temperature: Below 20

Precipitation: Snow, sleet or freezing rain

Road Surface: Wet

Apply salt at a rate of 600-800 lb per two-lane mile, as required. If the snow or sleet continues and accumulates, plow and salt simultaneously. If temperature starts to rise, apply salt at 500-600 lb per two-lane mile, wait for salt to react before plowing. Continue until safe pavement is obtained.

Condition 5
Temperature: Below 10

Precipitation: Snow or freezing rain

Road Surface: Accumulation of packed snow or ice

Apply Salt at rate of 800 lb per two-lane mile or salt-treated abrasives at rate of 1500 to 2000 lb per two-lane mile. When snow or ice becomes mainly slush, plow. Repeat application and plowing as necessary.

Crew & Shift Assignments

Public Works Snow Removal Shift Assignments November 2025 - March 2026			
Contact Information			
Name	Title		
Brent Morton	Public Works Superintendent		
Stephanie Boyce	Public Works Director		
Snow Crew Days			
Name	*Route*	*Truck #*	
Chris Truett*	Route A- Arterial	123	
James Schelerth	Route B- Arterial	656	
Brian Moore	Route 1- North Side Residential	403/494	
Taylor Shaffer	Route 1- North Side Residential	403/494	
Josh Ryun	Route 2- South Side Residential	688	
	Community Center/Parking Lots	315/786	
Snow Crew 2			
Name	*Route*	*Truck #*	
Colton Fielden*	Route A- Arterial	123	
Chad Osenton	Route B- Arterial	656	
Ryan Fortier	Route 2- South Side Residential	574	
John Green	Route 1-North Side Residential	403/494	
Clyde Vest	Route 1-North Side Residential	403/494	
	Community Center/Parking Lots	315/786	
* designates Snow Crew Leader			
Shift Information			
Times:	Day (7am-7pm)	Night (7pm-7am)	

Police Contact Information

Day shift (6 am to 6 pm)

Lt. Tige Dean

Evening shift (6 pm to 6 am)

Lt. Neff

Vehicle/Plow Route Descriptions & Maps

1-Ton Truck Route # 1

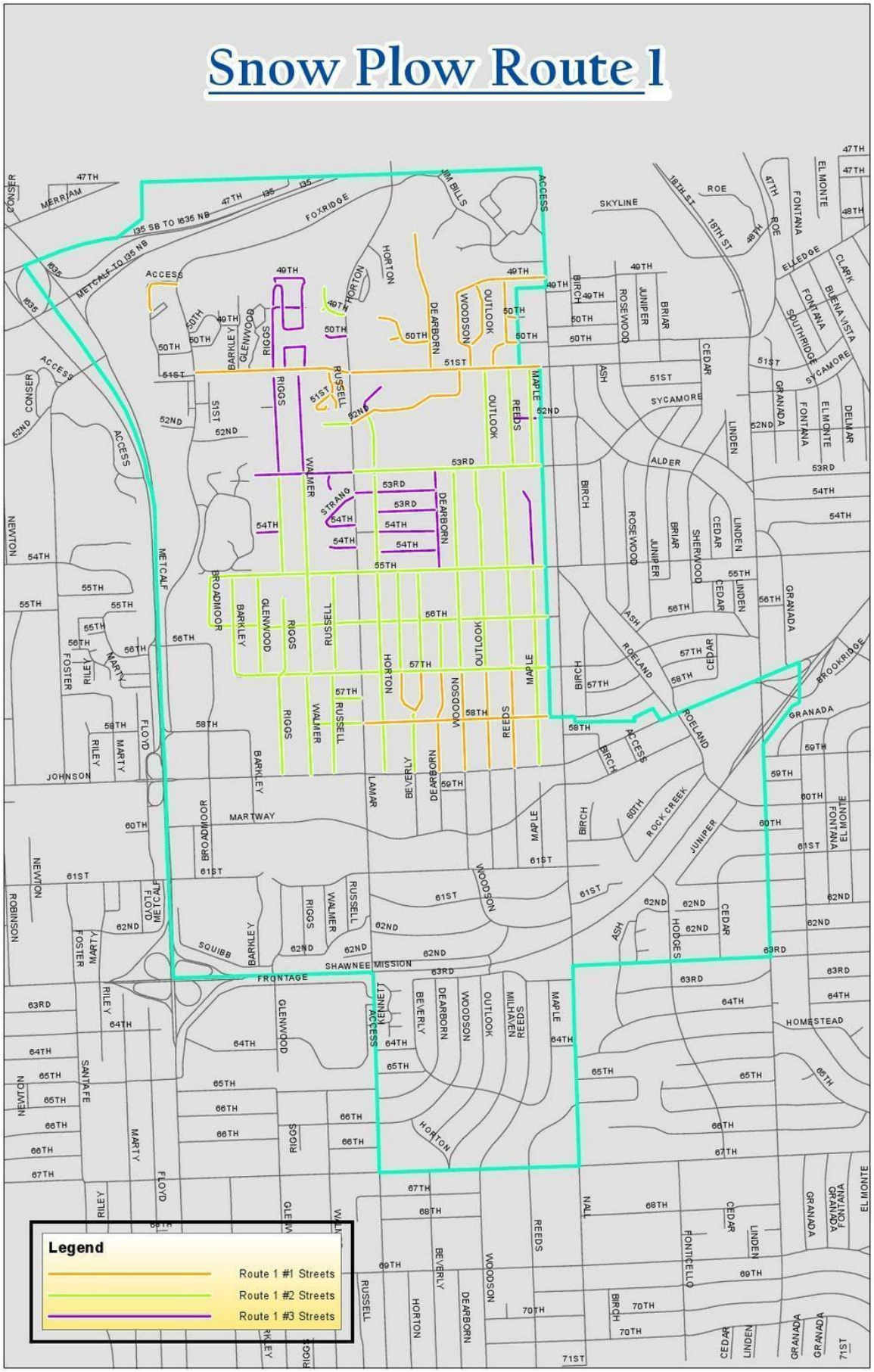
Main Streets need to be completed first. Driver needs to keep on top of main streets, and it takes passes in both directions. Then the driver can proceed on with the rest of the North side streets.

Main Streets

- Streamway Dr.
- 51st St.
- Lincolnshire – Russell St. off of 51st St.
- Reeds Rd. – North of 51st St.
- 50th Ter. – North of 51st St.
- 50th St. – North of 51st St.
- 49th St.– North of 51st St.
- Outlook St. – North of 51st St.
- Woodson St. – North of 51st St.
- Dearborn St. – North of 51st St.
- Beverly Ln. – Between 57th St, & 58th St.
- Beverly Ave - Between 57th St, & 58th St.
- Dearborn St. – Between 57th St, & Johnson Dr.
- Woodson St. – Between 57th St, & Johnson Dr.
- Outlook St. –Between 57th St, & Johnson Dr.
- Reeds Rd. – Between 57th St, & Johnson Dr.

After the mains are done, it is best to proceed with numbered streets (East / West) all the way to Johnson Drive. Then the driver should proceed on with the named streets. (North / South)

Snow Plow Route 1



1-Ton Truck Route # 2

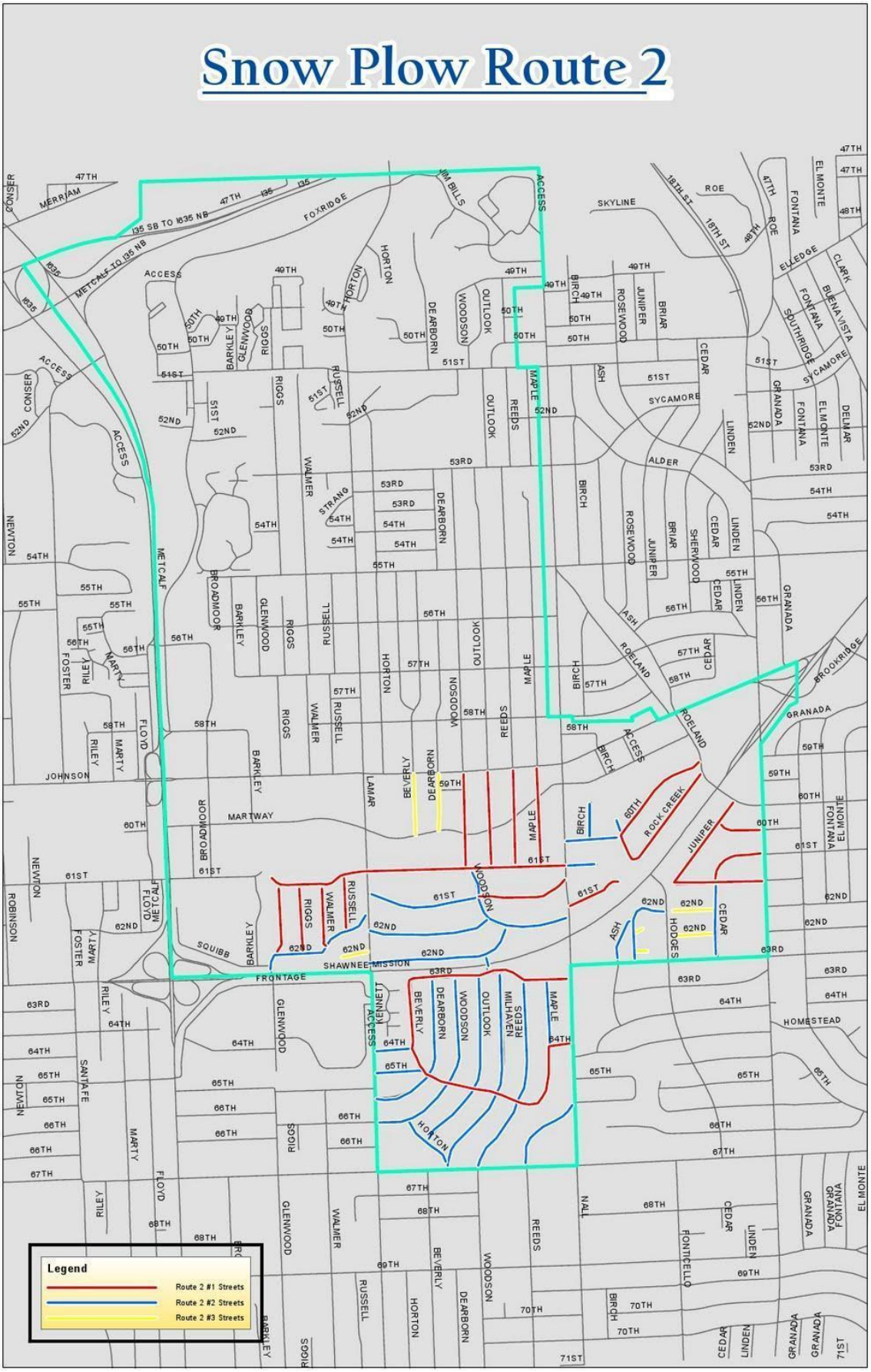
Main Streets need to be completed first. Driver needs to keep on top of main streets, and it takes passes in both directions. Then the driver can proceed on with the rest of the South side streets.

Main Streets

- Woodson St. – Between Johnson dr. & 61st St. (City Hall Area)
- Outlook St. – Between Johnson dr. & 61st St. (City Hall Area)
- Reeds Rd. – Between Johnson dr. & 61st St. (City Hall Area)
- Maple St. – Between Johnson dr. & 61st St. (City Hall Area)
- 61st Street – Between Lamar Ave & Nall Ave (City Hall Area)
- Walmer St. – Between 61st St. & 62nd St.
- Riggs St. – Between 61st St. & 62nd St.
- Glenwood St. – Between 61st St. & 62nd St.
- 61st Ter. – Between Woodson St. & Nall Ave (Countryside)
- 61st Place – Dead end into Bickford Senior Living.
- 60th Ter. – Between Rosewood St. & Roeland Dr. (Rock Creek Area)
- Rock Creek Ln. – Between Rosewood St. & Roeland Dr. (Rock Creek Area)
- Rosewood St. – Between 60th Ter. & Rock Creek Lane. (Rock Creek Area)
- Juniper St. – Between 60th St. & 61st Ter. (Highlands Area)
- 61st Ter. – Between Juniper St. & Roe Ave. (Highlands Area)
- 61st St. – Between 61st Ter. & Roe Ave. (Highlands Area)
- 60th Ter. – Between Juniper St. & Roe Ave. (Highlands Area)

After all the mains are done proceed to finish the rest of the areas.

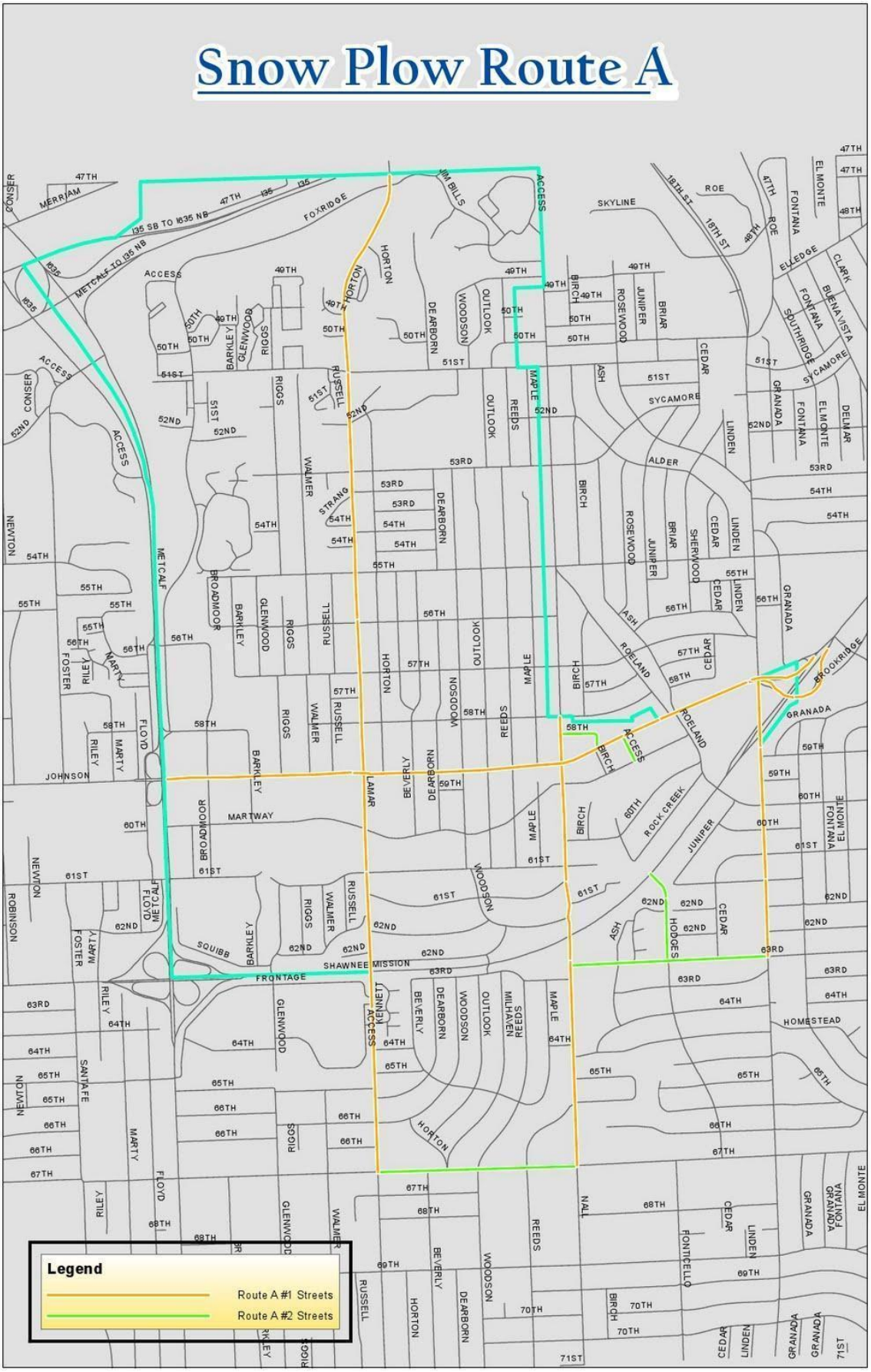
Snow Plow Route 2



2-Ton Truck Route - A

- North on Lamar Ave, at the first bridge make a U – Turn
- Heading back south up Lamar Ave to 67th St.
- East on 67th St. to Nall Ave
- North on Nall Ave to 58th St.
- East on 58th St. to Birch St.
- South on Birch St. to Johnson Dr.
- West on Johnson Dr. to Nall Ave.
- South on Nall Ave. to 67th St.
- West on 67th St. to Lamar Ave.
- North on Lamar Ave. to Shop – Load up with Salt
- South on Lamar Ave. to Johnson Dr.
- West on Johnson Dr. to Metcalf Ave. – U - Turn
- East on Johnson Dr. to Shawnee Mission Parkway – U – Turn
- West on Johnson Dr. to Metcalf Ave. – U – Turn
- Redo in opposite lane / as needed
- North and south lanes of Rosewood St.
- West on Johnson Dr. to Birch St.
- North on Birch St. to 58th St.
- West on 58th St. to Nall Ave.
- South on Nall Ave. to Johnson Dr.
- West on Johnson Dr. to Lamar Ave.
- North on Lamar to Shop – Load up with Salt
- South on Lamar to Johnson Dr.
- East on Johnson Dr. to Roeland Dr.
- South on Roeland Dr. to Roe Ave. (Roeland Dr turns into 60th Ter Heading East)
- South on Roe Ave. to 63rd St.
- West on 63rd St. to Hodges Dr.
- North on Hodges Dr. to Shawnee Mission Parkway – U – Turn
- South on Hodges Dr. to 63rd St.
- West on 63rd St. to Nall Ave. – U – Turn
- East On 63rd St. to Roe Ave.
- North on Roe Ave. to 57th St. – U - Turn (57th St is in Roeland Park)
- South on Roe Ave. to 63rd St. – U – Turn
- Redo in opposite lanes / as needed

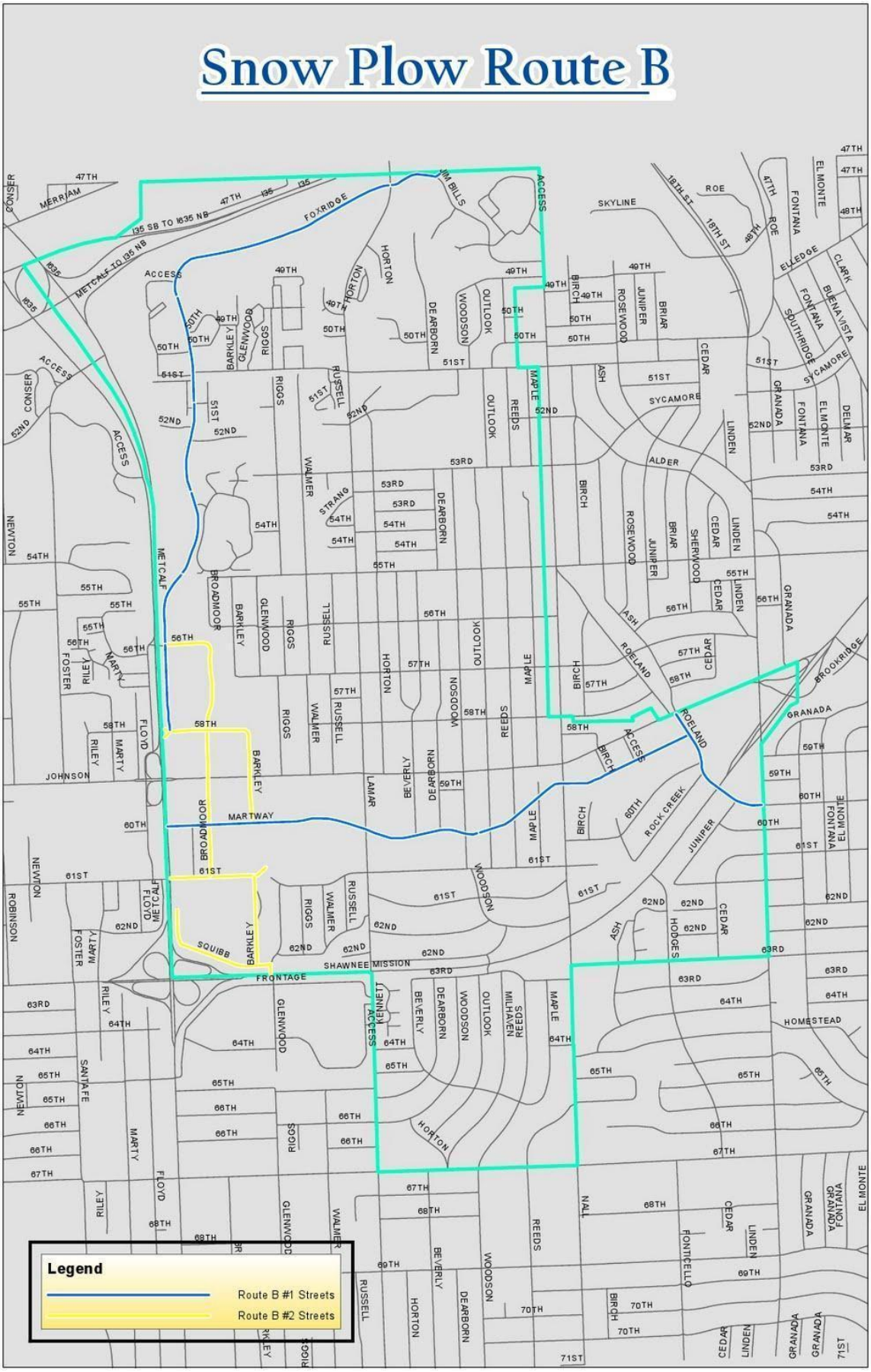
Snow Plow Route A



2-Ton Truck Route - B

- North on Lamar Ave. to Foxridge Dr.
- East on Foxridge to Waste water - U – Turn
- West on Foxridge (turns back South) to 58th St.
- East on 58th St. to Broadmoor St.
- South on Broadmoor St. to 61st St.
- West on 61st St. to Metcalf Ave. – U –Turn
- East on 61st St. to Barkley St.
- South on Barkley St. to Squibb Rd.
- West on Squibb Rd. to Target – U – Turn
- East on Squibb Rd. to Glenwood St. – U - Turn
- West on Squibb Rd. to Barkley St.
- North on Barkley St. to 61st St.
- West on 61st St. to Broadmoor St.
- North on Broadmoor St. to 58th St.
- West on 58th St. to Foxridge Dr.
- North on Foxridge Dr. to Lamar Ave.
- South on Lamar Ave. to Shop – Load up with Salt
- Leaving Shop
- South on Lamar Ave. to Johnson Dr.
- West on Johnson Dr. to Barkley St.
- South on Barkley St. to Martway St. – U – Turn (Hy-Vee Parking lot)
- North on Barkley St. to 58th St.
- West on 58th St. to Broadmoor St.
- North on Broadmoor St. to 56th St.
- West on 56th St. to Foxridge Dr. – U – Turn
- East on 56th St. to Broadmoor St.
- South on Broadmoor St. to 58th St.
- East on 58th St. to Barkley St.
- South on Barkley St. to Martway St.
- West on Martway St. to Metcalf Ave. – U – Turn (may not be possible, so follow Metcalf Ave. North on around to 58th St.. Then 58th St. to Broadmoor St to 61st St., Then on to Metcalf Ave. North to Martway St.)
- East on Martway St. to Roeland Dr. – U – Turn
- West on Martway St. to Broadmoor St. – U – Turn
- Redo in opposite lane / as needed

Snow Plow Route B



Johnson Drive Snow Removal

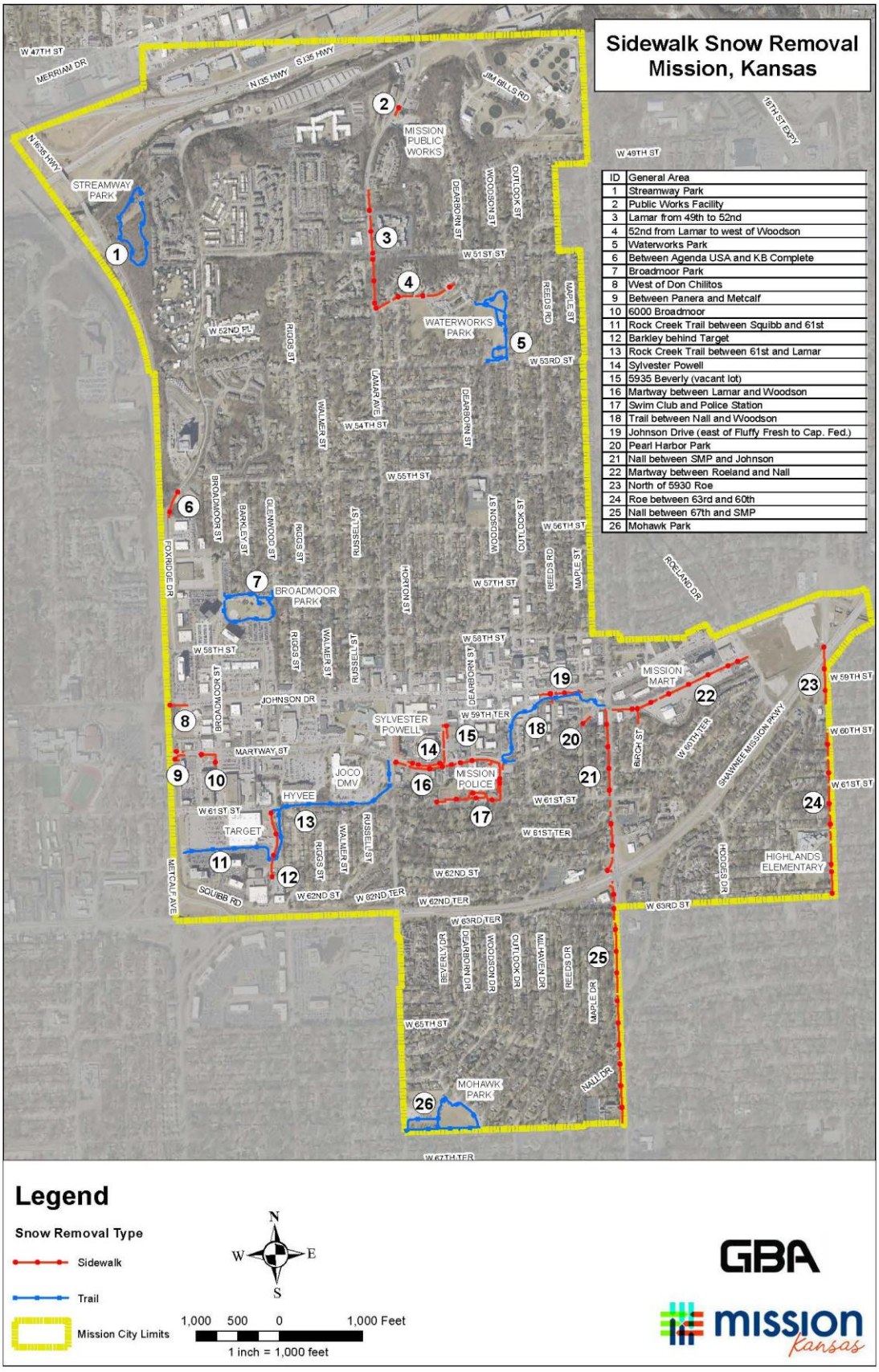
Public Works is responsible for removing snow from the on street parking areas adjacent to Johnson Drive in the Downtown District. The procedure for snow removal is as follows:

1. Snow is plowed to each end of the parking areas in order to accommodate as much parking as possible.
2. Once snow accumulates to the point that sight is impaired, snow is loaded onto trucks and transported to a City lot for storage. These activities are done at night for the safety of staff and motorists.

Public Works does not remove snow from the sidewalks. Snow removal on sidewalks remains the responsibility of the adjacent property owner.

Miscellaneous Snow Removal Locations

Location	Property	Address/Direction	Notes
1	SPJCC	6200 Martway	Includes parking adjacent to SPJCC and Mission Square
2	City Hall	6090 Woodson	Includes Parking Lots
3	Waterworks	53rd & Woodson	Parking areas
4	Broadmoor	5701 Broadmoor	Parking Lot
5	Mohawk	67th & Lamar	Parking Lot
6	Streamway	51st & Foxridge	Parking Lot


Sidewalk Snow Removal
Mission, Kansas
ID | General Area
1 | Streamway Park
2 | Public Works Facility
3 | Lamar from 49th to 52nd
4 | 52nd from Lamar to west of Woodson
5 | Waterworks Park
6 | Between Agenda USA and KB Complete
7 | Broadmoor Park
8 | West of Don Chilitos
9 | Between Panera and Metcalf
10 | 6000 Broadmoor
11 | Rock Creek Trail between Squibb and 61st
12 | Barkley behind Target
13 | Rock Creek Trail between 61st and Lamar
14 | Sylvester Powell
15 | 5935 Beverly (vacant lot)
16 | Martway between Lamar and Woodson
17 | Swim Club and Police Station
18 | Trail between Nall and Woodson
19 | Johnson Drive (east of Fluffy Fresh to Cap. Fed.)
20 | Pearl Harbor Park
21 | Nall between SMP and Johnson
22 | Martway between Roeland and Nall
23 | North of 5930 Roe
24 | Roe between 63rd and 60th
25 | Nall between 67th and SMP
26 | Mohawk Park
Legend
Snow Removal Type
Sidewalk
Trail
Mission City Limits
N
W
E
S
1,000 500 0 1,000 Feet
1 inch = 1,000 feet
GBA
mission kansas