

REVISED
City of Mission
Regular Meeting Agenda
Wednesday, September 16, 2015
7:00 p.m.
Mission City Hall, 6090 Woodson

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

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. SPECIAL PRESENTATIONS

- Presentation of Trophies by Mission Marlins Swim Team
- Introduction of John Blessing, Deffenbaugh

2. ISSUANCE OF NOTES AND BONDS

3. CONSENT AGENDA

*NOTE: Information on consent agenda items has been provided to the Governing Body. These items are determined to be routine enough to be acted on in a single motion; however, this does not preclude discussion. **If a councilmember requests, an item may be removed from the consent agenda for further consideration and separate motion.***

CONSENT AGENDA - GENERAL

3a. [Minutes of the August 19, 2015 City Council Meeting](#)

CONSENT AGENDA - Finance & Administration Committee

[Finance & Administration Committee Meeting Packet 9-2-15](#)

[Finance & Administration Committee Meeting Minutes 9-2-15](#)

3b. Selection of Voting Delegates for NLC Annual Business Meeting

3c. Massage Establishment License, Body in Balance Therapeutics - REMOVED

3d. Ordinance Adopting STO and UPOC

CONSENT AGENDA - Community Development Committee

[Community Development Committee Meeting Packet 9-2-15](#)

[Community Development Committee Meeting Minutes 9-2-15](#)

3e. Safe Routes to School Award of Contract

COMMUNITY COMMITTEE REPORTS

Approved Minutes from Board and Commission meetings are available on the City of Mission website under the "[Agendas & Minutes](#)" tab.

4. PUBLIC COMMENTS

5. ACTION ITEMS

Planning Commission

Miscellaneous

6. COMMITTEE REPORTS

Finance & Administration, Arcie Rothrock

[Finance & Administration Committee Meeting Packet 9-2-15](#)

[Finance & Administration Committee Meeting Minutes 9-2-15](#)

- 6a. Purchase of Police Vehicles
- 6b. Ordinance Amending Implementation Date of Mission Gateway CID District #1
- 6c. Ordinance Amending Implementation Date of Mission Gateway CID District #2

Community Development, Pat Quinn

[Community Development Committee Meeting Packet 9-2-15](#)

[Community Development Committee Meeting Minutes 9-2-15](#)

- 6d. Bids for Improvements to Mohawk Trail

7. UNFINISHED BUSINESS

8. NEW BUSINESS

9. MAYOR'S REPORT

Appointments

10. CITY ADMINISTRATOR'S REPORT

EXECUTIVE SESSION

ADJOURNMENT

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	August 28, 2015
Administration	From:	Ben Hadley

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

RE: Purchase of Police Vehicles

RECOMMENDATION: Approve the purchase of police vehicles in accordance with approved equipment replacement schedules in an amount not to exceed \$106,853.16.

DETAILS: For the last 2-3 years the Police Department has been working from a modified vehicle replacement schedule in an effort to get the current fleet on an appropriate schedule moving forward.

As the Department has evaluated and changed staffing assignments and responded to budgetary constraints, several anticipated replacements have been deferred. We have worked with the Finance Director and City Administrator in 2014, 2015 and for the 2016 budget to try and catch-up on as much of the vehicle replacement backlog as budgets will allow..

The replacement request 2015 was for three (3) administration vehicles and the patrol supervisor's vehicle. Based on the current budget, we can proceed with the outright purchase of the three administration vehicles at this time. The vehicles would be acquired through the MARC cooperative purchasing arrangement, and prices are valid through October 2015. The vehicles to be replaced are:

- 2005 Ford Taurus - replaced with 2016 Ford Explorer
- 2005 Ford Taurus - replaced with 2016 Ford Explorer
- 2006 Ford Taurus - replaced with 2016 Ford Explorer

Staff is recommending to proceed with purchase of these three vehicles at an estimated cost per vehicle (including accessory equipment and installation) of \$35,617.72. Total estimated cost for replacement of the three vehicles is \$106,853.16. The replacement of the patrol supervisor's vehicle will be revisited later in the year pending a review of the budget.

The Department anticipates a trade/resale value of \$10,000, bringing the net cost of the vehicle purchase to \$96,853.16.

Related Statute/City Ordinance:	
Line Item Code/Description:	Police Vehicles 01-30-403-01 Equipment General 01-30-302-02
Available Budget:	\$103,000

City of Mission	Item Number:	6b & 6c Revised
ACTION ITEM SUMMARY	Date:	August 27, 2015
Administration	From:	Laura Smith

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

RE: Revision of Gateway CID Implementation Dates

RECOMMENDATION: Approve the ordinances amending the implementation date for the Gateway Community Improvement District's (CID's) to an effective date of October 1, 2016.

DETAILS: On February 20, 2013 the City Council approved Ordinance Nos. 1376 and 1377 which established the CIDs for the Gateway Redevelopment Project. The ordinance specified the districts were to take effect January 1, 2015. In September 2014, the Council approved Ordinance Nos. 1408 and 1409 amending the CID implementation dates to January 1, 2016.

The Developer has requested that the implementation dates be adjusted to October 1, 2016 (see attached letter). This is not an approval of new incentives, just an extension of the date when CID taxes are collected by the taxing authorities. With no retailers on site generating sales tax on January 1, 2016 the City would not want to activate the district. Delaying activation preserves the entire 22 year duration for collection of revenues within the district, and provides the Council with the greatest degree of flexibility in evaluating how CID revenues might be used. Once activated, the CID "clock" could not be reset.

The State requires notice of any change to sales tax implementation dates by the first of the quarter immediately preceding the quarter the sales tax is to take effect. Meaning, we need to advise the State by October 1, 2015 in order to revise a January 1, 2016 date.

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



900 W. 48th Place, Suite 900, Kansas City, MO, 64112 • 816.753.1000

August 27, 2015

Korb Maxwell
Kmaxwell@Polsinelli.com
(816) 360-4327

ELECTRONIC MAIL

Laura Smith
City Administrator
6090 Woodson
Mission, KS 66202

Re: MISSION GATEWAY- REQUEST FOR DELAY OF COMMUNITY IMPROVEMENT DISTRICT SALES TAX COMMENCEMENT DATE

Dear Laura:

Our client, The Gateway Developers, LLC (“Gateway”), is the owner of record of all land property within two (2) certain Community Improvement Districts (“CIDs”) within the City of Mission, Kansas created under Ordinances Nos. 1376 and 1377, as amended by Ordinances Nos. 1408 and 1409 (the “Ordinances”). The Ordinances established that the CID Sales Tax for both CIDs was to commence on January 1, 2015. However, as you are aware, the property within the CIDs is still under construction and no businesses currently operate therein. Accordingly, please consider this letter a request on behalf of Gateway to extend the CID Sales Tax commencement date from January 1, 2015 to October 1, 2016. We would appreciate the City communicating this request to the Kansas Department of Revenue.

Please feel free to contact me with any questions.

Sincerely,

/s/

Korb Maxwell

(Published in The Legal Record on _____, 2015)

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBERS 1376 AND 1408, AUTHORIZING THE CREATION OF THE MISSION GATEWAY COMMUNITY IMPROVEMENT DISTRICT #1 IN THE CITY OF MISSION, KANSAS; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 0.5% CID SALES TAX, PROVIDING FOR SPECIAL ASSESSMENTS AND PROVIDING FOR THE METHOD OF FINANCING THE SAME, INCLUDING THE ISSUANCE OF SPECIAL OBLIGATION BONDS AND FULL FAITH AND CREDIT BONDS.

WHEREAS, on February 20, 2013, the City of Mission, Kansas adopted Ordinance No. 1376, creating the Mission Gateway Community Improvement District #1 ("District"); and

WHEREAS, said Ordinance No. 1376 in Section 4 thereof established a date of January 1, 2015 for the commencement of the CID Sales Tax within the District, or such other date as shall be approved by ordinance of the City; and

WHEREAS, on September 17, 2014, the City of Mission, Kansas adopted Ordinance No. 1408, amending Ordinance No. 1376 to establish a date of January 1, 2016 for the commencement of the CID Sales Tax within the District, or such other date as shall be approved by ordinance of the City; and

WHEREAS, the City wishes to amend said Section 4 of Ordinance No. 1376 and Ordinance No. 1408 to provide that the commencement of the CID Sales Tax within the District shall be October 1, 2016.

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

SECTION 1. Amendment of Section 4 of Ordinance No. 1376 and Section 1 of Ordinance 1408. That Section 4 of Ordinance No. 1376 and Section 1 of Ordinance No. 1408 are hereby amended to read as follows:

SECTION 4. Imposition of Transportation District Sales Tax. In order to provide for the payment of the Projects, the Governing Body of the City hereby imposes the CID Sales Tax within the District in an amount of 0.5% on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax act within the District with such CID Sales Tax to commence on October 1, 2016 or such other date as shall be approved by ordinance of the City.

SECTION 2. Ratification; No Repeal. Except as amended herein, Ordinance No. 1376 and Ordinance No. 1408 are hereby ratified, shall remain in full force and effect, and shall not be repealed hereby.

PASSED by the Governing Body this ____ day of _____, 2015.

SIGNED by the Mayor this ____ day of _____, 2015.

CITY OF MISSION, KANSAS

By: _____
Steve Schowengerdt, Mayor

[SEAL]

ATTEST:

Martha Sumrall, City Clerk

APPROVED AS TO FORM ONLY:

David K. Martin, City Attorney

(Published in The Legal Record on _____, 2015)

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBERS 1377 AND 1409, AUTHORIZING THE CREATION OF THE MISSION GATEWAY COMMUNITY IMPROVEMENT DISTRICT #2 IN THE CITY OF MISSION, KANSAS; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 0.5% CID SALES TAX, PROVIDING FOR SPECIAL ASSESSMENTS AND PROVIDING FOR THE METHOD OF FINANCING THE SAME, INCLUDING THE ISSUANCE OF SPECIAL OBLIGATION BONDS AND FULL FAITH AND CREDIT BONDS.

WHEREAS, on February 20, 2013, the City of Mission, Kansas adopted Ordinance No. 1377, creating the Mission Gateway Community Improvement District #2 ("District"); and

WHEREAS, said Ordinance No. 1377 in Section 4 thereof established a date of January 1, 2015 for the commencement of the CID Sales Tax within the District, or such other date as shall be approved by ordinance of the City; and

WHEREAS, on September 17, 2014, the City of Mission, Kansas adopted Ordinance No. 1409, amending Ordinance No. 1377 to establish a date of January 1, 2016 for the commencement of the CID Sales Tax within the District, or such other date as shall be approved by ordinance of the City; and

WHEREAS, the City wishes to amend said Section 4 of Ordinance No. 1377 and Ordinance No. 1409 to provide that the commencement of the CID Sales Tax within the District shall be October 1, 2016.

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

SECTION 1. Amendment of Section 4 of Ordinance No. 1377 and Section 1 of Ordinance 1409. That Section 4 of Ordinance No. 1377 and Section 1 of Ordinance No. 1409 are hereby amended to read as follows:

SECTION 4. Imposition of Transportation District Sales Tax. In order to provide for the payment of the Projects, the Governing Body of the City hereby imposes the CID Sales Tax within the District in an amount of 0.5% on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax act within the District with such CID Sales Tax to commence on October 1, 2016 or such other date as shall be approved by ordinance of the City.

SECTION 2. Ratification; No Repeal. Except as amended herein, Ordinance No. 1377 and Ordinance No. 1409 are hereby ratified, shall remain in full force and effect, and shall not be repealed hereby.

PASSED by the Governing Body this ____ day of _____, 2015.

SIGNED by the Mayor this ____ day of _____, 2015.

CITY OF MISSION, KANSAS

By: _____
Steve Schowengerdt, Mayor

[SEAL]

ATTEST:

Martha Sumrall, City Clerk

APPROVED AS TO FORM ONLY:

David K. Martin, City Attorney

City of Mission	Item Number:	6d. - Revised
ACTION ITEM SUMMARY	Date:	August 27, 2015
Parks & Recreation Department	From:	Christy Humerickhouse

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

RE: Replacement of walking trail in Mohawk Park.

RECOMMENDATION: Authorize the Mayor to enter into a contract with Tenoch Construction, Inc. for the Mohawk Park trail reconstruction project in an amount not to exceed \$62,635.25.

DETAILS: Mohawk Park currently has a .4 mile asphalt walking trail. The City has not made any modifications or improvements to the trail since the site was acquired in 2003-04. The replacement trail will go back in the same location as the existing trail. It will be 6 feet wide with 4 inches of asphalt on top of a 4 inch AB-3 aggregate base. The 2014 CIP identified replacement of the trail in a budgeted amount of \$75,000. Because of other projects, the trail replacement was deferred to 2015 and the funds carried over. Earlier this summer, staff solicited bids for the complete removal and replacement of the walking trail. Four bids were received by the deadline:

Tenoch Construction, Inc.	\$62,635.25
Harbour Construction	\$64,035.25
O'Donnell Way Construction	\$70,107.00
Little Joe's Asphalt	\$86,606.00

Following the review of the bid submittal and reference checks, staff recommends the City Council approve the bid from Tenoch Construction, Inc. Work is expected to begin on or about September 20, 2015 and is estimated to be completed no later than October 30, 2015.

During the September 2, 2015 Committee meeting, the Council inquired about the possibility of removing an additional 300 square feet of sidewalk near the playground and removing eight light pole bases from the parking lot. A revised bid was solicited from Tenoch, and the cost to add these items was \$2,400. Staff has revised the bid estimate accordingly and recommends this work be added to the contract.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09 - Capital Projects
Available Budget:	\$75,000.00



Tenoch Construction, Inc.

Where a strong foundation begins

September 8, 2015

Ms. Christy Humerickhouse
City Hall
City of Mission
6090 Woodson
Mission, Kansas 66202

sent via email to: chumerickhouse@missionks.org

**Re: Light Pole Base & Sidewalk Removal Proposal
Mohawk Park Trail Project**

Ms. Humerickhouse,

In response to your request, Tenoch Construction, Inc. (Tenoch) will remove the eight (8) each existing concrete light pole bases and approximately 300 square feet of existing sidewalk for \$2,400.00 lump sum. Proposal based on emailed information dated Friday, September 4, 2015.

If you have any questions please do not hesitate to contact me.

Sincerely,

Tenoch Construction, Inc.

Sonya Segura-Ulrich
President

SSU:su

Cc: File

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, no later than October 30, 2015 subject to the conditions set forth in paragraph SC-19, CONSTRUCTION TIMELINE AND LIMITATIONS, of the Project Special Conditions.

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

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

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

Tenoch Construction, Inc.
1034 Cheyenne Ave
Kansas City, KS 66105

Enclosed is a certified check, cashier's check or bid bond in the amount of 5% of Bid Amount

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

DATED in KANSAS CITY, KS this 26 day of AUGUST, 2015.

(SEAL)

TENOCH CONSTRUCTION, INC.
Contractor

Sonya Segura Ulrich
Signature

Sonya Segura Ulrich
Printed Name

PRESIDENT
Title

1034 CHEYENNE AVE
Street Address or P.O. Box

KANSAS CITY, KS 66105
City, State, Zip

913-671-7706
Telephone Number

913-671-7307
Fax Number

Tenoch Construction, Inc.
 1034 Cheyenne Ave
 Kansas City, KS 66105

BID

MOHAWK PARK TRAIL RECONSTRUCTION

TO: CITY OF MISSION,
 JOHNSON COUNTY, KANSAS

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

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

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Aggregate for Base (AB-3 O.P. Modified) (4")	Ton	270	39.80	10,746.00
2	Asphalt Sidewalk (Intermediate Course) (4")	Sq. Yd.	1167	27.75	32,384.25
3	Unclassified Excavation	Cu. Yd.	311	55.00	17,105.00

TOTAL BID \$ 60,235.25

Remainder of page intentionally left blank.

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, no later than October 30, 2015 subject to the conditions set forth in paragraph SC-19, CONSTRUCTION TIMELINE AND LIMITATIONS, of the Project Special Conditions.

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

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

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

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

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

DATED in Kansas this 20th day of August, 2015.

(SEAL)

Harlow Construction
Contractor

[Signature]
Signature

Douglas R Proehl
Printed Name

Estimator
Title

2717 S. 88th St.
Street Address or P.O. Box

Kansas City, Kansas 66111
City, State, Zip

913-441-2555
Telephone Number

913-441-2576
Fax Number

BID

MOHAWK PARK TRAIL RECONSTRUCTION

TO: CITY OF MISSION,
JOHNSON COUNTY, KANSAS

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

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

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Aggregate for Base (AB-3 O.P. Modified) (4")	Ton	270	<u>106.75</u>	<u>28,822.50</u>
2	Asphalt Sidewalk (Intermediate Course) (4")	Sq. Yd.	1167	<u>15.25</u>	<u>17,796.75</u>
3	Unclassified Excavation	Cu. Yd.	311	<u>56.00</u>	<u>17,416.00</u>

TOTAL BID \$ 64,035.25

Remainder of page intentionally left blank.

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, no later than October 30, 2015 subject to the conditions set forth in paragraph SC-19, CONSTRUCTION TIMELINE AND LIMITATIONS, of the Project Special Conditions.

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

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

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

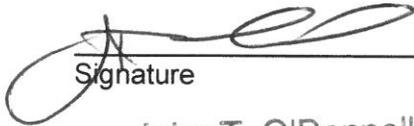
Enclosed is a certified check, cashier's check or bid bond in the amount of

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

DATED in MEXICAM, KS. this 26 day of Aug, 2015.

(SEAL)

O'Donnell-Way Construction
Contractor


Signature

John T. O'Donnell
Printed Name
President

Title

5238 Mexicam Dr.
Street Address or P.O. Box

MEXICAM, KS. 66203
City, State, Zip

913-498-3355
Telephone Number

913-498-3377
Fax Number

BID

MOHAWK PARK TRAIL RECONSTRUCTION

TO: CITY OF MISSION,
JOHNSON COUNTY, KANSAS

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

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Aggregate for Base (AB-3 O.P. Modified) (4")	Ton	270	35. -	9,450. -
2	Asphalt Sidewalk (Intermediate Course) (4")	Sq. Yd.	1167	30.27	35,332. -
3	Unclassified Excavation	Cu. Yd.	311	8.14	25,325. -

TOTAL BID \$ 70,107. -

Remainder of page intentionally left blank.

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, no later than October 30, 2015 subject to the conditions set forth in paragraph SC-19, CONSTRUCTION TIMELINE AND LIMITATIONS, of the Project Special Conditions.

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

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

2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.
3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other contract documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the contract documents.
6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) None

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

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

DATED in Bonner Springs this 26th day of August, 2015.

(SEAL)

Little Joe's Asphalt, Inc.
Contractor

Theresa Buchler
Signature

Theresa Buchler
Printed Name

President
Title

Po Box 516
Street Address or P.O. Box

Bonner Springs Ks 66012
City, State, Zip

913-721-3261
Telephone Number

913-721-3144
Fax Number

BID

MOHAWK PARK TRAIL RECONSTRUCTION

TO: CITY OF MISSION,
JOHNSON COUNTY, KANSAS

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

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

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Aggregate for Base (AB-3 O.P. Modified) (4")	Ton	270	\$50 ⁰⁰	13,500 ⁰⁰
2	Asphalt Sidewalk (Intermediate Course) (4")	Sq. Yd.	1167	\$29 ⁰⁰	32,676 ⁰⁰
3	Unclassified Excavation	Cu. Yd.	311	\$130 ⁰⁰	40,430 ⁰⁰

TOTAL BID \$ 86,606⁰⁰

Remainder of page intentionally left blank.

CITY OF MISSION, KANSAS

AGREEMENT BETWEEN
CITY OF MISSION, KANSAS
AND CONTRACTOR

MOHAWK PARK TRAIL RECONSTRUCTION

THIS AGREEMENT is made and entered into this _____ day of _____, 20____,
by and between the City of Mission, Kansas, hereinafter the "City", and _____
hereinafter the "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **MOHAWK PARK TRAIL RECONSTRUCTION** all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Mission, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All

terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of _____

DOLLARS (\$_____) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will complete all work covered by this Contract no later than October 30, 2015 subject to the conditions set forth in paragraph SC-19, CONSTRUCTION TIMELINE AND LIMITATIONS, of the Project Special Conditions. Liquidated damages based on the full bid price of the Contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: (1) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same; (2) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (3) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s)

shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Mission, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF MISSION, KANSAS

ATTEST:

By _____
Steve Schowengerdt
Mayor

Martha Sumrall
City Clerk

APPROVED AS TO FORM:

David Martin
City Attorney

Contractor

(SEAL)

By _____
Title _____ President _____

(If the Contract is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)