

CITY OF MISSION, KANSAS
COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, MARCH 7, 2018

6:30 P.M.

Mission City Hall

PUBLIC COMMENTS

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

1. Sunflower Development Group - 5665 Foxridge Drive ([no attachments](#))

Representatives from the Sunflower Development Group will present plans for a proposed apartment project at 5665 Foxridge Drive.

ACTION ITEMS

2. SPJCC Roof Repairs - Christy Humerickhouse ([page 3](#))

In 2016, George Butler Associates, Inc. completed an assessment of the roofing systems at the Sylvester Powell, Jr. Community Center. The intent of the assessment was to identify issues (current and future) with the existing roofing systems and to recommend a plan of action for repairs, including eventual replacement of the roof. Repairs identified over the next two years were bid, and staff is recommending approval of a contract with Premier Contracting, Inc. in an amount not to exceed \$ 12,810.

3. Acceptance of Permanent Easements, Foxridge Dr. Project - John Belger ([page 22](#))

During the Foxridge Phase I construction project, a portion of stormwater infrastructure was found to be in conflict with existing utility lines. Instead of relocating the utilities, a 8" water main and a 6" gas main, the stormwater inlets were relocated and pipes were realigned. A right of entry agreement was used to construct the improvements. All parties understood that a permanent easement would eventually be needed to allow access to maintain the newly installed infrastructure. The easement will allow for future maintenance and replacement of the stormwater infrastructure.

4. Interlocal with Overland Park for Chip Seal, Lamar - Shawnee Mission Parkway to 67th Street - John Belger ([page 29](#))

Overland Park has proposed street improvements to Lamar Ave, from approximately the entrance to Kennett Place to the centerline of 67th Street. The improvements consist of a chip seal application, spot patching, and pavement markings. This area is a boundary between the

cities of Mission and Overland Park, and staff recommends that the work be completed as a part of Overland Park's annual chip seal contract, with costs divided equally between the two cities. Mission's portion of the project is estimated at \$10,977.78. Overland Park would be responsible for administering the project.

5. KLM Mowing Contract - John Belger ([page 34](#))

The city currently contracts with Kansas Land Management (KLM) for mowing and treatment of approximately 61 acres of City owned property and KDOT right-of-way. The current contract was established in 2014 and had the option to renew in one year increments through 2018 with a cost escalator not to exceed 3% annually. In addition to the annual renewal, two parcels (Legacy Park and 7080 Martway) have been added to the contract. The total price for the 2018 mowing contract is \$80,415.57.

DISCUSSION ITEMS

6. CARS Program Update - John Belger ([page 41](#))

Each year, cities submit a 5-year road improvement plan to Johnson County for funding through the County Assisted Road System (CARS) Program. Similar to the City's CIP, this document primarily serves as a budgeting and forecasting tool. Each City is required to pass a resolution adopting a 5-year plan based on their own unique goals and objectives. Staff will bring forward a Resolution as an Action Item in April. In anticipation of that action, the projects to be included in the 2019 - 2023 CARS Program will be reviewed and discussed. The projects include: Broadmoor (Martway to Johnson Drive), Foxridge Phase II (51st Street to Lamar) and Johnson Drive (Lamar to Metcalf).

OTHER

7. Department Updates - Laura Smith

Kristin Inman, Chairperson
Sollie Flora, Vice-Chairperson
Mission City Hall, 6090 Woodson St
913-676-8350

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	February 21, 2018
Parks & Recreation	From:	Christy Humerickhouse

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

RE: Sylvester Powell, Jr. Community Center Roof Repairs

RECOMMENDATION: Approve the bid from Premier Contracting, Inc. in an amount not to exceed \$12,810 for roof repairs at the Sylvester Powell, Jr. Community Center.

DETAILS: In 2016, George Butler Associates, Inc. (GBA) completed an assessment of the roofing systems at the Sylvester Powell, Jr. Community Center. The intent of the assessment was to identify issues (current and future) with the existing roofing systems and to recommend a plan of action for repairs, including eventual replacement of the roof.

GBA provided a Roof Assessment Report that identified repairs anticipated over the next 10 years and provided estimated design and construction costs for the same. The report prioritized the repairs at the 0, 3, 5 and 10 year marks for capital budgeting purposes. Staff recommends the repairs identified through year two be approved at this time. Those repairs include:

- Repairs to ‘chem curb’ pitch pans at screen wall
- Repair to tie-in between modified and built-up roofing
- Re-flash roof drains in area of tie-in repairs
- Locate and repair vertical parapet wall seams that have separated
- Fill or repair deficient pitch pans
- Repair damaged curb flashings

In addition to the repairs, GBA recommended that regular inspections and maintenance be included. GBA prepared a “Letter of Instruction” that was distributed to five pre-qualified contractors (those able to provide signed, sealed documents as required by City code). Four responded and the bid information is summarized in the table below:

Company	Repair Bid	Alternate Bid - Nail Holes	Bi-Annual Inspection
Premier Contracting, Inc.	\$10,810	\$1,100	\$900
Boone Brothers Commercial Roofing	\$13,500		\$750
Boone Brothers Commercial Roofing (Alternate)	\$11,600		\$750
Kaw Roofing & Sheet Metal	\$15,400		\$500
Great Plains Roofing and Sheet Metal	\$16,641.00		\$950

Related Statute/City Ordinance:	
Line Item Code/Description:	Parks and Recreation Sales Tax Fund
Available Budget:	\$28,070

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	February 21, 2018
Parks & Recreation	From:	Christy Humerickhouse

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

With input from GBA, staff recommends approving the bid from Premier Contracting, Inc. in the amount of \$10,810 for the roof repairs, \$1,100 for sealing all roofing nails used for tarp securement, and \$900 for a roof inspection to be performed in the fall, for an amount not to exceed \$12,810.

Premier was the only contractor to identify the need, and provide a cost, for sealing roofing nails placed in the roof system for tarp securement. This additional task would be a cost increase for each of the other contractors, driving their bids higher.

The 2018 roof inspection will be accounted for in this initial contract. Going forward, the biannual roof inspections will be a General Fund contractual expense.

These improvements were budgeted at \$35,000 in 2017. Staff was unable to secure / confirm a vendor for the project prior to the end of the calendar year, so funds for the inventory will be appropriated from the fund balance in the Parks and Recreation Sales Tax Fund. In addition to the repairs, \$6,930 of the budget was used to cover GBA's costs associated with preparing, distributing and evaluating the bid documents.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	
Line Item Code/Description:	Parks and Recreation Sales Tax Fund
Available Budget:	\$28,070



Request for Proposals

for

**Repairs to Existing Roofing Systems
Sylvester Powell Jr. Community Center**

**Proposals Due: Tuesday, February 20, 2018
2:00 p.m.**

CITY OF MISSION, KANSAS

NOTICE TO BIDDERS

Sealed bids for Repairs to Existing Roofing Systems – Sylvester Powell Jr. Community Center will be received by the City of Mission, Kansas, at the office of the Parks and Recreation Director, Sylvester Powell Jr. Community Center, 6200 Martway Street, Mission, Kansas 66202 until 2:00 p.m. local time on Tuesday, February 20, 2018. At that time all sealed bids will be transferred to the **Party Room**, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the Parks and Recreation Director of Mission, Kansas, and marked "**BID FOR REPAIRS TO EXISTING ROOFING SYSTEMS - SPJCC**." Contractors desiring the Letter of Instruction for use in preparing bids may obtain such document from the **City of Mission, Kansas, Parks and Recreation Department, email chumerickhouse@missionks.org with subject line reading "BID FOR SPJCC ROOF REPAIRS"**. Proposers should specifically note the City of Mission prefers questions be submitted by email.

The bidder warrants that it has visited the site of the work to fully inform itself as to all existing conditions and limitations and shall include in its bid a sum to cover the cost of all items of the work.

All bidders shall verify that they have considered all written addenda. Neither the City nor the consultant shall be responsible for oral instructions.

Any written addenda issued during the time of bidding shall be covered and included in the bid. There will be no clarifications or exceptions allowed on the bid. Bids are for a total bid package, total contract price.

No oral, telegraphic, facsimile or telephonic bids or alterations will be considered.

The following items must be included in the sealed envelope with the bid:

- a. Bid
- b. Sample Contract Document

The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of the Parks and Recreation Director, prior to the time and date for bid opening; provided, however, that no bidder may withdraw its bid for a period of thirty (30) days from the date set for the opening thereof. ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION. IT IS UNDERSTOOD BY ALL BIDDERS THAT AN UNSUCCESSFUL BIDDER HAS NO CAUSE OF ACTION AGAINST THE CITY FOR BID PREPARATION COSTS. THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

Indemnity and Required Insurance

The selected Respondent shall indemnify and hold harmless the City, its officers and employees from any and all liability, loss or damage, including attorney fees and costs of defenses, the City may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of the respondent under this contract; and, at his own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in any such action, the respondent shall, at his own expense, satisfy and discharge same.

Furthermore, the respondent shall maintain insurance coverage in the following amounts:

<u>Type of Insurance</u>	<u>Limit/Ea. Occurrence</u>	<u>Limit/Aggregate</u>
General Liability		
• Bodily Injury	\$1,000,000	\$2,000,000
• Property Damage	\$1,000,000	\$2,000,000
• Contractual Insurance	\$1,000,000	\$2,000,000
Professional Liability	\$3,000,000	\$3,000,000
Automobile Liability		
• Bodily Injury	\$1,000,000	\$1,000,000
• Property Damage	\$1,000,000	\$1,000,000
Worker's Compensation		
• Employee Claims	Statutory for Kansas	
• Employer's Liability	\$1,000,000 per accident \$1,000,000 disease – policy limit \$1,000,000 disease – each employee	

Workers' Compensation policies should include a "Waiver of Subrogation" in favor of the City of Mission.

All insurance carriers should carry a minimum rating of A- X (rated by A.M. Best).

Vehicles, equipment and property used by the respondent shall be the property of the respondent and insured as such. The City Mission will not be responsible for any damage that may occur to such items.



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for a higher quality of life

9801 Renner Boulevard
Lenexa, Kansas
86219-9745

913.492.0400
913.577.8284 fax

Office Locations
Lenexa, KS
Kansas City, MO
O'Fallon, MO
Chesterfield, MO
Omaha, NE
Rock Island, IL
Broomfield, CO

www.gbateam.com

January 25, 2018

LETTER of INSTRUCTION (LOI)

FROM:

George Butler Associates, Inc. (GBA)

TO:

Pre-Qualified Roofing Contractors

1. Boon Brothers Roofing
2. Kaw Roofing
3. Porter Roofing
4. Premier Roofing
5. Pyramid Roofing

SUBJECT:

Repairs to Existing Roofing Systems
Sylvester Powell Jr. Community Center
Mission, Kansas

PROJECT:

GBA and the City of Mission, Kansas are requesting bids for repairs to the existing roofing systems at the Sylvester Powell Jr. Community Center identified in GBA's Roof Assessment Report. Specifically, repairs that address Executive Summary, "Years 0-2 immediate concerns," (page 1 of 3 *and* 2 of 3) and as further defined below.

REPAIRS:

1. The Chem Curb style pitch pans which seal the support members of the mechanical equipment screen wall are 'open' and allowing water entry into the building. These pitch pans should be replaced or cleaned of all old caulk/sealant and re-sealed per manufacturer's recommendations. Refer (Figure 1,2)
2. Repair open seams where the modified bitumen roofing material overlays the aggregate ballasted built up roof system per manufacturer's recommendation. Refer (Figure 3,4,5) *This item will require that signed/sealed documents be prepared by a design professional registered in the State of Kansas, sufficient for acquisition of required commercial roofing permits for construction as required by the City. Permit requirements can be found on the City's website at www.missionks.org*
3. Re-flash (5) existing interior roof drains at location identified in item 2 above. (Figure 3,4)
4. Repair all 'open' vertical wall seams and transitions to sheet metal flashing at both modified and built-up roofs per manufacturer's recommendation. (Figure 6,7)
5. Repair all pitch pans with a flowable/flexible material per manufacturer's recommendation. (Figure 6,7)
6. Replace damaged roof curb flashing at air handler on the modified bitumen roof area as required to properly seal and prevent water intrusion.

7. Provide an ALTERNATE price for bi-annual roofing inspections to monitor roof membranes/systems, roof curbs, skylights, flashings and components for needed repairs.

ADDITIONAL REQUIREMENTS:

Repairs for items 1., 3., 4., 5. and 6. above, are required to be accompanied by details / cut sheets which depict the method, sequence and materials used in the repairing of item noted. GBA and City of Mission staff will review for general conformance with accepted repair methods.

BID DUE DATE:

Bids are due Tuesday, February 20, 2018 at 2:00pm. Deliver/send to:
Ms. Christy Humerickhouse
Director of Parks and Recreation
City of Mission, Kansas
Sylvester Powell, Jr. Community Center
6200 Martway
Mission, Kansas 66202
chumerickhouse@missionks.org

Sincerely,

GEORGE BUTLER ASSOCIATES, INC.

Rodney Ranzenberger
Project Architect



Figure 1



Figure 2



Figure 3



Figure 4

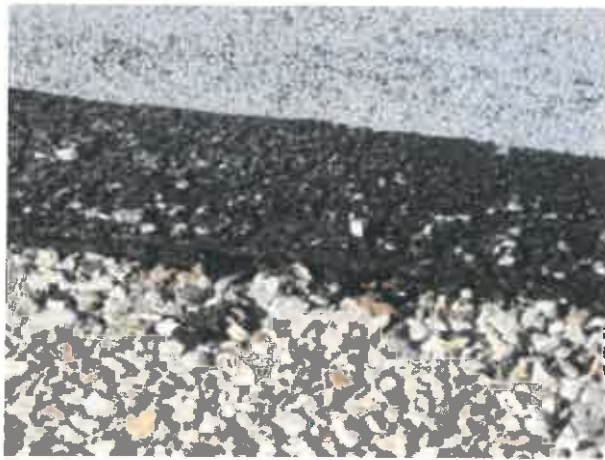


Figure 5



Figure 6



Figure 7



Figure 8



Figure 9



Contact: Ms. Christy Humerickhouse
 Director of Parks and Recreation
 City of Mission, Kansas
 Sylvester Powell, Jr. Community Center
 6200 Martway
 Mission, KS. 66202
chumerickhouse@missionks.org

PROJECT: Sylvester Powell Jr. Community Center
 6200 Martway Street
 Mission, KS. 66202

Premier Contracting, Inc. proposes and agrees to perform the following work on the above mentioned structure for the price stated hereinafter.

February 23, 2018

We at Premier Contracting, Inc. appreciate this opportunity.

SCOPE OF WORK – ROOF REPAIRS

1. Remove (19) Chem Curb pitch pans and install new membrane targets that should have been installed around screen wall columns. Apply Permaflash per detail provided by roofing manufacturer.
2. Cut back Modified bitumen roofing membrane, scratch aggregate to expose roofing ply felts and seal with a modified bitumen membrane strip in. This will be a torch applied application. This would be necessary to get the asphalt hot enough to seal.
 (This Item will have required signed and sealed documents prepared by design professional registered in the State of Kansas and all permits to complete this scope of work.)
3. Roof drain sumps to be sealed with similar modified bitumen roof membrane listed above.
4. Check each individual wall flashing laps and seal as necessary with same process as listed above.
5. Seal all other pitch pans with Mastic per manufacturers' specifications.
6. Repair curb flashing with similar modified bitumen roof membrane for a water tight seal.

TOTAL COST: \$10,810.00 Initial _____

7. Alternate for Bi-annual roof inspection for monitoring all components of roof system.

TOTAL COST: \$900.00 Initial _____

REPAIR QUOTE REVISED

8. Alternate for sealing all roofing nails that were into roof system for tarp securement.

TOTAL COST: \$1,100.00 Initial _____

Please call or email me if you have any further questions.
Labor and material, furnished, and installed F.O.B. Job site.

Signature of acceptance: _____ Date: _____

All debris and vegetation will be removed from roof and disposed of offsite. If additional work is needed beyond scope given, it will be brought to owner's attention with additional quote prior to work completion.

Sincerely,



Matt Sole
Construction Manager / Sales

913-829-0447 ph.

913-393-5459 fax



1060 W. Santa Fe St.

Olathe, KS 66061

KS13-115026

**BOONE
BROTHERS**
COMMERCIAL ROOFING

City of Mission
Parks & Recreation
6200 Martway
Mission, Kansas 66202
Phone: 913-722-8210
Email: chumerickhouse@missionks.org

Attn: Christy

Re: Roofing leak/ general repair work to the existing roofing at the Sylvester Powell Community Center per your request.
2-21-2018

1. Tear off the existing chem-curb style pitch pans from the radius screen-wall posts and properly dispose of same.
2. Re-flash the posts using liquid flash and fabric to the manufacturers specifications.
3. Clean away all gravel, dirt, and debris from the 148' ln.ft. area where the modified roof ties into the built-up roof system. Apply asphalt primer and torch apply 36" wide granulated modified bitumen roofing.
4. Re-flash the (5) drains within the tie-in repair area using torch applied white granulated modified bitumen roofing.
5. Repair all vertical wall seams at the perimeters of the modified bitumen and built-up roof areas with plastic roofing cement and reinforced mesh using a 3-course method.
6. Repair all open curb penetration corner details and small penetration points throughout all roofing areas with plastic roofing cement and reinforced mesh using a 3-course method.
7. Repair all open holes or seams in the field of the roof with torch applied white granulated modified bitumen roofing.
8. Fill all pitch pans as necessary throughout.
9. Perform a 2 hour fire watch per safety regulations when using an open flame.
10. Remove all roofing materials and debris from the job site.

- Cost for building permit / and or engineers stamp on scope of work: \$ 400.00
- Deduct: \$ 1,900.00 from the labor cost if using Boone Brothers Roofing State of Kansas contract.
- Bi-annual roofing inspection cost: \$ 750.00 per inspection

Cost: \$ 13,500.00 Time and material not to exceed, tax exempt with proper paperwork provided.

Exclusions: Mechanical, electrical (including blanketing of electrical lines which will need to be handled directly with the electric company), and plumbing all by others unless otherwise stated. Lumber/wood blocking, thru-wall flashing, and non-roof related sheet metal. Any items not specifically listed above as included should be considered exclusions.

If there are any questions regarding the above quote, please feel free to contact me.

Page 1 of 2 _____ Customer Initial

402.339.2888 Ph. 402.339.8661 Fax
68127
712.277.2103 Ph. 712.277.2063 Fax
51101

Also Serving

8909 Washington, Omaha, NE

1423 Leech Ave., Sioux City, IA



Issued To:

**Christy Humerickhouse
City of Mission, Kansas
Sylvester Powell, Jr. Community Center
6200 Martway
Mission, KS 66202**

Date: 2/21/2018

Building:
Sylvester Powell Jr. Community Center
6200 Martway St
Mission, KS 66202

Roofing Service - Commercial - Estimate Repairs / Reroof

Work to be Performed:

1. Remove deteriorated sealants @ 19 CHEMcurb pitch pans and seal with 1 part pourable sealer
2. Scratch existing BUR @ tie in 18" back, install 2 ply modified patch in cold adhesive with heat welded laps
3. Remove existing drain flashings and replace. 5 drains.
4. Repair approx. 40 vertical flashing laps on modified roofs and approx. 20 on gravel BUR.
5. Remove deteriorated/loose sealants and install pourable sealer at approx. 17 pitch pans
6. Reflash RTU where membrane is damaged (approx. 5lf.) install 2 ply strip in at nail holes where tarp was installed.

Price: \$15,400

Alternate price for roof inspections: \$500 per inspection.

Note: Details will be provided when receipt of notification of award has been provided.

I hereby approve the work specifically as stated above and agree to the standard 30 day invoice terms of Kaw Roofing & Sheet Metal. Work to be scheduled within 30 days of receipt of this signed proposal and authorization to proceed with work.

I, _____ authorize the above proposal on _____ 20__





P.O. BOX 3264
2820 ROE LANE, BLDG. O
KANSAS CITY, KANSAS 66103
TELEPHONE: (913) 677-4679
FAX: (913) 677-4689

February 15, 2018

City of Mission
6200 Martway St.
Mission, KS 66202

Re: Sylvester Powell Jr.
Community Center
Existing Roof Repairs

Scope of Work:

- Tear out nineteen (19) chem curbs that are sealing the equipment screen supports.
- Clean all supports and membrane to allow for new flashing
- Flash supports using Firestone Liquid Flashing – Detail No. MB-P-7
- Clear 5 drain sets free from debris
- Re-flash drains using Firestone Liquid Flashing – Detail No. MB-D-4, over existing roof system
- Scratch back gravel where the modified membrane ties into the built up aggregate roof system
- Install Firestone Liquid Flash over tie off extending 6” on each side, layer cotton rag and liquid flashing until there is a total of 90 mils of thickness
- Repair vertical wall flashing laps using Firestone Liquid Flash 3-part method, as needed

Price: \$16,641.00

Alternate: Preventative maintenance bi-annually

Price: \$950.00 Per Trip

Exclusions: Anything not listed above.

Accepted: _____

Very Truly Yours,

GREAT PLAINS ROOFING AND SHEET METAL

Date: _____

A handwritten signature in blue ink, appearing to read 'M. M. G.', is written over a horizontal line.

"WE'VE GOT YOUR FUTURE COVERED"

CITY OF MISSION, KANSAS

AGREEMENT BETWEEN
CITY OF MISSION, KANSAS
AND CONTRACTOR

**SYLVESTER POWELL, JR. COMMUNITY CENTER
ROOF REPAIRS**

THIS AGREEMENT is made and entered into this 21st day of March, 2018, by and between the City of Mission, Kansas, hereinafter the "City", and Premier Contracting, Inc

hereinafter the "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared a Letter of Instruction, this Agreement, and Specifications for the work herein described 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 Letter of I 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 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 Agreement, to wit: **PERFORM ROOF REPAIRS AT THE SYLVESTER POWELL JR COMMUNITY CENTER** in accordance with the Letter of Instruction this Agreement, and Specifications. All work is 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.

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 (\$ 12,810.00) 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 _____.

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.

ARTICLE V. Contractor specifically acknowledges and confirms that: it has visited the site, made all inspections it deems appropriate and has read and fully understands the Letter of Instruction, including all obligations and responsibilities undertaken by it as specified herein.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that there is no intent 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 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.

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 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 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

By
Laura Smith
City Administrator

ATTEST:

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.)

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	January 26, 2018
Public Works	From:	John Belger

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

RE: Permanent easements for stormwater infrastructure associated with the Foxridge Phase I street improvement project

RECOMMENDATION: Accept and record the permanent stormwater easements from Tower Properties at 5303 Foxridge Drive.

DETAILS: During construction of the Phase I Foxridge Project, a portion of stormwater infrastructure was found to be in conflict with existing utility lines. The plans showed the proposed inlet to be installed in front of the 8” waterline and behind the 6” gas main. Once staked and excavated, it was found these lines were closer than originally anticipated and the inlet would not fit. Instead of relocating the utilities, the stormwater inlets and pipes were relocated and realigned.

The impacted section was located at the entrance of the Hillsborough Apartments. Staff worked with the property manager to come up with a solution that was mutually beneficial. By moving the inlet around the corner and leaving the back open, it provided an an opportunity to catch water coming down the hill. The apartments had experienced issues with water running across the drive and freezing in the winter time, and the redesign helped to eliminate these concerns.

A temporary “Right of Entry” agreement was used to complete the work without jeopardizing the construction timeline. All parties understood that a permanent easement would eventually be needed to allow access to maintain the newly installed stormwater infrastructure.

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

CFAA CONSIDERATIONS/IMPACTS: N/A

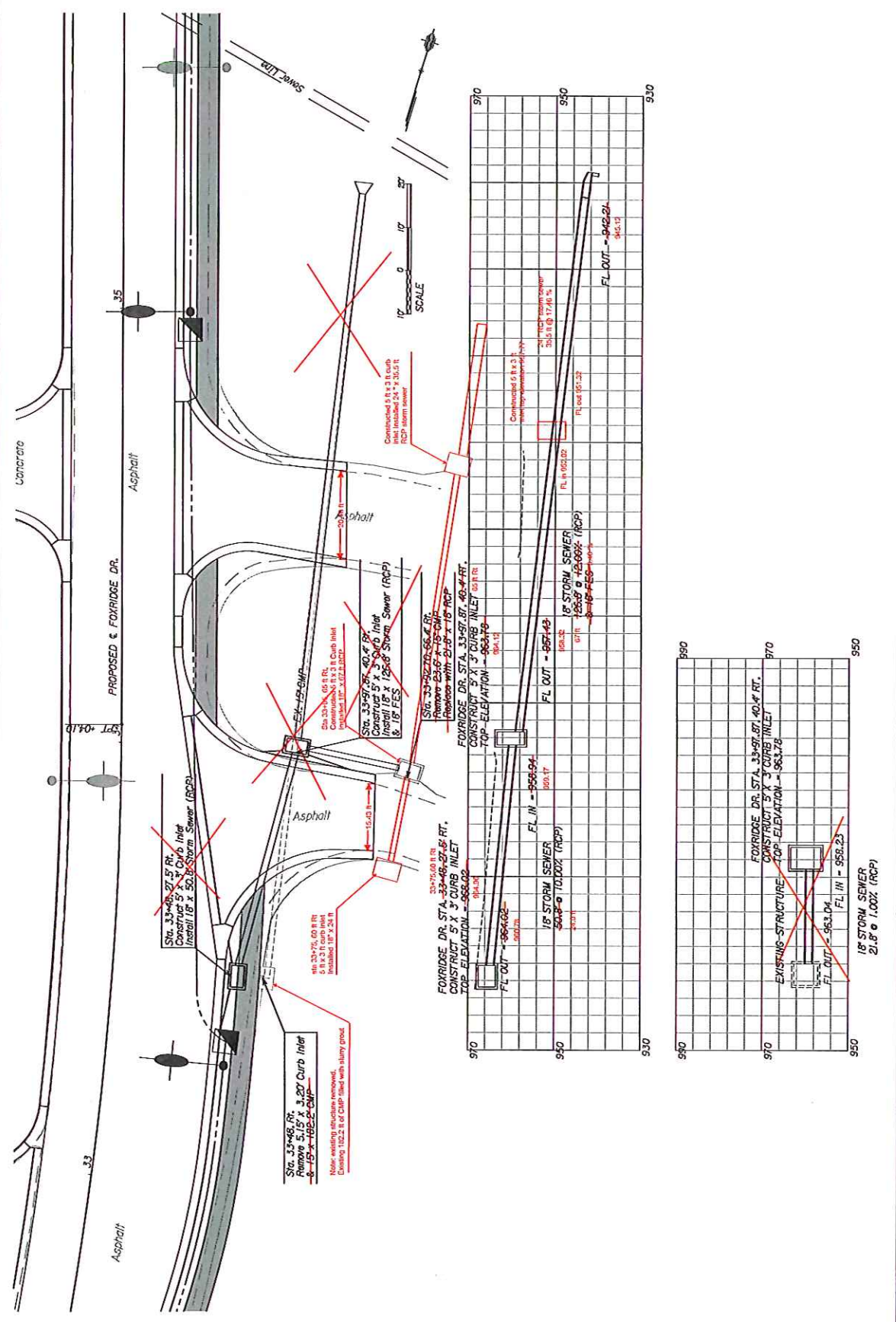
Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	N/A

DATE: DESCRIPTION: PROJECT NO. YEAR: 2017

CITY OF MISSION, KANSAS
 FOXRIDGE DR.
 (56TH ST. TO 51ST ST.)

NO.	DESCRIPTION	DATE

GBA
 architects
 engineers
 9901 Research Boulevard
 Suite 100, Overland Park, KS 66204
 www.gba.com
 PROJECT NO. 131582202
 SHEET NO. 2 OF 3
 DATE: 10/27/2017
 PREPARED BY: JMM
 CHECKED BY: JMM
 APPROVED BY: JMM
 LICENSED PROFESSIONAL ENGINEER
 STATE OF KANSAS



NO.	DESCRIPTION	DATE

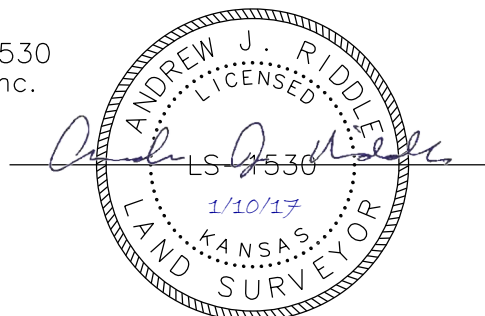
GBA
 architects
 engineers
 9901 Research Boulevard
 Suite 100, Overland Park, KS 66204
 www.gba.com
 PROJECT NO. 131582202
 SHEET NO. 2 OF 3
 DATE: 10/27/2017
 PREPARED BY: JMM
 CHECKED BY: JMM
 APPROVED BY: JMM
 LICENSED PROFESSIONAL ENGINEER
 STATE OF KANSAS

A Permanent Drainage Easement over a portion of the Southwest Quarter of Section 5, Township 12 South, Range 25 East of the 6th Principal Meridian, all in the City of Mission, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter; thence North 87°55'13" East, along the South line of said Southwest Quarter, a distance of 593.19 feet; thence North 02°04'47" West, departing said South line, a distance of 911.98 feet, to the Point of Beginning, said point also being on the East Right-of-Way line of Foxridge Drive, as now established; thence Northerly and Northwesterly, along said East Right-of-Way line, along a curve to the left, having a radius of 830.00 feet, a central angle of 03°15'14", and whose initial tangent bearing is North 13°46'16" West, a distance of 47.14 feet, to a point of tangency; thence North 17°01'30" West, continuing along said East Right-of-Way line, a distance of 102.89 feet; thence North 73°01'47" East, departing said East Right-of-Way line, a distance of 67.47 feet; thence South 16°58'13" East, a distance of 150.00 feet; thence South 73°01'47" West, a distance of 68.66 feet, to the Point of Beginning, containing 10,130.75 square feet or 0.23 acres, more or less.

I hereby certify this real property legal description has been prepared by me or under my direct supervision.

Andrew J. Riddle, KS LS-1530
George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219
913-492-0400



PROJECT NUMBER
13186.06

DATE
01/10/2018

TITLE
EXHIBIT A
PERMANENT DRAINAGE EASEMENT
SW¼, SEC. 5-12-25
OWNER: TOWER PROPERTIES COMPANY

SHEET NUMBER

1 OF 2

15' Storm Sewer Easement
Vol. 2125, Pg. 472

10' San. Sewer Easement
Vol. 2054, Pg. 689

15' Water Line Easement
Bk. 175, Pg. 93

SW 1/4
SEC. 5-12-25

FOX RIDGE DRIVE
(60' R.O.W.)

N 73°1'47" E 67.47'

N 17°1'30" W 102.89'

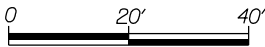
S 16°58'13" E 150.00'

Owner:
Tower Properties Company
Special Warranty Deed
Vol. 3814, Pg. 284
Blanket Cable Easement
Bk. 6821, Pg. 692

Vol. 2274, Pg. 384, Vol. 2205, Pg. 182, Vol. 2128, Pg. 225



SCALE 1"=40'



This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.

R=830.00'
D=3°15'14"
L=47.14'
ITB=N13°46'16"W

P.O.B.

20' Water Main Easement
Bk. 5891, Pg. 381

20' Gas Easement
Vol. 2361, Pg. 876

N 24°47' W 911.98'



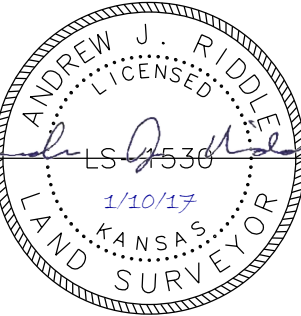
Permanent Drainage Easement
10,130.75 sqft or 0.23 acres

Fnd. 1/2" I.B.
SE Cor., SW 1/4, SW 1/4
Sec. 5-12-25

P.O.C.
Fnd. Monument Box
SW Cor., SW 1/4
Sec. 5-12-25

N 87°55'13" E 593.19'

N 87°55'13" E 1329.79'



Andrew J. Riddle
Kansas Land Surveyor No. 1530



PROJECT NUMBER
13186.06

DATE
01/10/2018

TITLE
EXHIBIT A
PERMANENT DRAINAGE EASEMENT
SW 1/4, SEC. 5-12-25
OWNER: TOWER PROPERTIES COMPANY

SHEET NUMBER

2 OF 2

DO NOT WRITE, TYPE OR STAMP ANYTHING ABOVE THIS LINE OR IN THE MARGINS.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That this Permanent Drainage Easement is made and entered into this 1ST day of MARCH, 2018, by **TOWER PROPERTIES COMPANY**, a Missouri corporation ("Grantor"), and the **CITY OF MISSION, KANSAS**, a municipal corporation ("Grantee"), with an address of 6090 Woodson, Mission, KS 66202.

WITNESSETH: That in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, Grantor does convey to Grantee, its successors and assigns, forever a perpetual easement, over, under and through the certain real property more particularly described in **Attachment Exhibit A** attached hereto and incorporated herein (**the "Easement Property"**), for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility tributary connections and appurtenances thereto in any part of the easement, including the right to maintain, repair and replace the drainage facility, and for any reconstruction and future expansion of such facility within the Easement Property, together with the right of access to the Easement Property for those purposes in the following described real property:

SEE ATTACHMENT EXHIBIT A (the "Easement Property")

THIS EASEMENT is executed, delivered, and granted upon the following conditions, to wit:

1. Grantor, his/her/its heirs, executors, administrators, successors and assigns, hereby releases Grantee, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of the drainage facility, provided Grantee, its agents and employees, assigns and successors shall, as soon as practicable, after construction of the drainage facility and all subsequent alterations and repairs thereto, restore all property of the Grantor to a neat and presentable condition.
2. It is understood by Grantor that the drainage facility constructed hereunder shall, in every respect be a public drainage facility as if laid in one of the dedicated streets of the CITY OF MISSION, KANSAS, and all the property abutting thereon shall have the right to connect therewith under the same conditions as if the drainage facility were in a public street; and the CITY OF MISSION, KANSAS, or any abutting property owners, upon permit from Grantee, shall have the right at all times to enter upon the Property for the purpose of making any necessary repairs to or renewals for replacement of the drainage facility.

DO NOT WRITE, TYPE OR STAMP ANYTHING BELOW THIS LINE.

Rev. 6-23-16

DO NOT WRITE, TYPE OR STAMP ANYTHING ABOVE THIS LINE OR IN THE MARGINS.

3. The rights granted herein shall not be construed to interfere with or restrict Grantor, his/her/its heirs, executors, administrators, successors and assigns from the use of the Easement Property with respect to the construction and maintenance of property improvements along and over the Easement Property so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said drainage facility.

This Permanent Drainage Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above-described property. It shall be filed of record with the Register of Deeds, Johnson County, Kansas.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 15 day of MARCH, 2018.

Tower Properties Company

By: Christopher B. Erdley
SIGNATURE

Christopher B. Erdley, V.P.
PLEASE PRINT NAME (TITLE)

DO NOT WRITE, TYPE OR STAMP ANYTHING BELOW THIS LINE. Rev. 6-23-16

DO NOT WRITE, TYPE OR STAMP ANYTHING ABOVE THIS LINE OR IN THE MARGINS.

CORPORATE ACKNOWLEDGEMENT

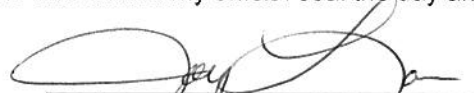
STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 1 day of March, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Chris Erdley, Vice President of Tower Properties Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be the same person who executed as such official the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

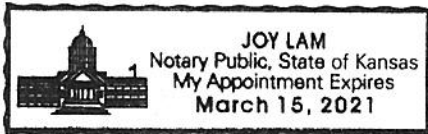
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Appointment Expires

3-15-2021



Notary Public



DO NOT WRITE, TYPE OR STAMP ANYTHING BELOW THIS LINE.

Rev. 6-23-16

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	2/16/2018
PUBLIC WORKS	From:	John Belger

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

RE: Overland Park Interlocal Agreement- Lamar Avenue Chip Seal

RECOMMENDATION: Staff recommends that Council approve an Interlocal Agreement with the City of Overland Park for the public improvement of Lamar Avenue, from 650 feet south of Shawnee Mission Parkway to 67th Street in the estimated amount of \$10,977.78.

DETAILS: As a part of their annual street program, Overland Park has proposed improvements to Lamar Avenue, from approximately the entrance to Kennett Place to the centerline of 67th Street. These improvements consist of a chip seal application, spot patching and pavement markings.

This section of Lamar is located at the boundary between the cities of Mission and Overland Park, with each City owning a portion of the street. Mission was scheduled to complete chip seal repairs to our portion as a part of the 2019 Annual Street Program. Staff is recommending to move the repairs forward one year to take advantage of the economies of scale created through the Overland Park contract. In comparison, based on Mission's 2017 chip seal prices, this street section would have cost the City of Mission approximately \$12,616.45. (\$3.35/sy vs \$3.85/sy)

Overland Park is in the process of bidding the Chip Seal Program and costs are estimates at this time. Should the the bids come in higher than estimated, we will have an opportunity to review options before moving forward.

Because of the shared boundary, Overland Park is requesting joint funding for this project, with costs shared equally between the two cities. Overland Park will be responsible for administering the project, including communication with affected residents.

A copy of the interlocal agreement is attached.

CFAA CONSIDERATIONS/IMPACTS: NA

Related Statute/City Ordinance:	Ordinance 1332						
Line Item Code/Description:	03-90-801-11 Special Highway Fund (50%); 25-90-805-09 Capital Improvement Fund (50%)						
Available Budget:	<table> <tr> <td>Special Highway Fund</td> <td>\$ 175,000</td> </tr> <tr> <td>Capital Improvement Fund</td> <td>\$ 175,000</td> </tr> <tr> <td>Combined Available Total:</td> <td>\$ 350,000</td> </tr> </table>	Special Highway Fund	\$ 175,000	Capital Improvement Fund	\$ 175,000	Combined Available Total:	\$ 350,000
Special Highway Fund	\$ 175,000						
Capital Improvement Fund	\$ 175,000						
Combined Available Total:	\$ 350,000						

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND THE CITY OF MISSION, KANSAS, FOR THE PUBLIC IMPROVEMENT OF LAMAR AVENUE FROM 650 FEET SOUTH OF 63RD STREET TO CENTERLINE OF 67TH STREET (MR-1892).

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the CITY OF OVERLAND PARK, KANSAS (hereinafter "OVERLAND PARK"), and the CITY OF MISSION, KANSAS (hereinafter "MISSION"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter OVERLAND PARK and MISSION may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make the public improvement of Lamar Avenue from 650 feet south of 63rd Street to centerline of 67th Street as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorize the Parties hereto to cooperate in making the public improvement; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of MISSION did approve and authorize its mayor to execute this Agreement by official vote of the Body on the _____ day of _____, 2018; and

WHEREAS, the Governing Body of OVERLAND PARK did approve and authorize its mayor to execute this Agreement by official vote of the Body on the _____ day of _____, 2018

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

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing the public improvement of Lamar Avenue from 650 feet south of 63rd Street to centerline of 67th Street as heretofore described by performing the following work: applying chip seal to the existing streets named above, along with pavement markings, and other items incidental to the public improvement (hereinafter the "Improvement").
2. ESTIMATED COST OF PROJECT.
 - A. The estimated cost of construction of the Improvement covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is TWENTY-ONE THOUSAND NINE HUNDRED FIFTY-FIVE AND 56/100 (\$21,955.56).
 - B. The cost of making the Improvement shall include:
 - (1) Labor and material used in making the Improvement; and

- (2) Such other expenses which are necessary in making the Improvement, exclusive of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These expenses include but are not limited to design, project administration, construction inspection, material testing and utility relocations.
 - C. The cost of making said Improvement shall be distributed between the Parties as follows:
 - (1) MISSION shall pay **50%** of the local share of said Improvement (estimated to be **\$10,977.78**).
 - (2) OVERLAND PARK shall pay **50%** of the local share of said Improvement (estimated to be **\$10,977.78**).
 - (3) Each Party shall acquire and pay all costs associated with the right-of-way or easement acquisition for that portion of the project located within its respective boundary. Additionally, each Party shall pay the cost of financing and/or bonding its share of the project cost.
3. FINANCING. OVERLAND PARK and MISSION shall each pay their portion of the cost with monies budgeted and appropriated funds.
4. OVERLAND PARK ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two separate entities included within the proposed Improvement, one of the entities should be designated as being “in charge” of the project to provide for its orderly design and construction. However, both entities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvement shall be constructed and the job administered by OVERLAND PARK acting by and through the OVERLAND PARK Director of Public Works (hereinafter the “PW Director”), who shall be the principal public official designated to administer the Improvement; provided, the PW Director shall, among his several duties and responsibilities, assume and perform the following:
 - A. Make all contracts for the Improvement, including soliciting bids by publication in the official newspaper of OVERLAND PARK. In the solicitation of bids, the most favorable bid shall be determined by OVERLAND PARK administering the project and the Governing Body of OVERLAND PARK approving the lowest responsible bidder for the project, except that the Governing Body of MISSION reserves the right to reject the successful bidder in the event that the bid price exceeds the engineer’s estimate. If all bids exceed the estimated cost of the Improvement, then either OVERLAND PARK or MISSION shall have the right to reject the bid. In such case, the project shall rebid at a later date.

- B. Submit to MISSION on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the Improvement for the month immediately preceding the month the statement of costs is received; provided that MISSION shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit their portion of the accrued costs to OVERLAND PARK as herein agreed.
 - C. Upon completion of the Improvement, the PW Director shall submit to MISSION a final accounting of all costs incurred in making the Improvement for the purpose of apportioning the same among the Parties as provided herein.
 - D. MISSION shall be named as additional insured on all applicable certificates of insurance issued by any contractor for this Improvement (the "Contractor(s)").
 - E. OVERLAND PARK shall require performance and completion bonds for the Improvement from all Contractors and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
 - F. OVERLAND PARK shall require that any Contractor provide a two-year performance and maintenance bond for the Improvement. As Administrator, OVERLAND PARK will, upon request of MISSION, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
 - G. OVERLAND PARK shall include in contracts for construction a requirement that the Contractor defend, indemnify and save OVERLAND PARK and MISSION harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of his or her contract.
5. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of OVERLAND PARK which may arise after completion of the Improvement as set forth in Section 4, Paragraph F, above, this Agreement shall exist until the completion of the aforesaid Improvement, which shall be deemed completed upon certification to each of the Parties hereto by the PW Director advising that the Improvement has been accepted by him as constructed; provided that upon the occurrence of such certification by the PW Director, this Agreement shall be deemed terminated and of no further force or effect.
6. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for their official records.

7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
8. JURISDICTION. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

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

CITY OF OVERLAND PARK, KANSAS

By _____
CARL GERLACH, MAYOR

ATTEST:

ELIZABETH KELLEY, CITY CLERK

APPROVED AS TO FORM:

TREVOR L. STILES
ASSISTANT CITY ATTORNEY II

CITY OF MISSION, KANSAS

By _____
LAURA SMITH, CITY ADMINISTRATOR

ATTEST:

MARTHA SUMRALL, CITY CLERK

APPROVED AS TO FORM:

DAVID MARTIN, CITY ATTORNEY

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	2/19/2018
PUBLIC WORKS	From:	John Belger

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

RE: 2018 Mowing Services Contract Renewal

RECOMMENDATION: Approve the 2018 Mowing Services Contract renewal and addendum with Kansas Land Management in the amount of \$80,415.57.

DETAILS: Since 2010, the regular mowing of City parks, facilities, and other public grounds has been performed as a contracted service. The decision was made to contract this service for two reasons, cost savings and reallocation of staff time.

Cost savings are realized by not having the capital expenditures and maintenance cost associated with the equipment required to maintain 61.2 acres of public space. The number of employees dedicated to this service also drove the cost higher. When done in-house, the City had to hire seasonal workers in the summer months for the sole purpose of mowing.

Reallocation of staff time is another benefit to contractual mowing. More hours can now be dedicated to core Public Works tasks such as street repair and stormwater maintenance.

In 2010, the contract included mowing and treatment of 39 acres of public space throughout the City. Initially, the contract included park space and city owned lots. Over time, the contract has expanded to address other areas such as KDOT Right-of-Ways, guardrail mowing, and trails. The recommended contract, with the two added parcels, includes approximately 61.2 acres. Frequency of mowing ranges from weekly to monthly depending on the area being maintained. For instance, parks are mowed on a weekly basis while KDOT areas are mowed once a month.

The initial contract with Kansas Land Management was established in 2014 and has the option to renew in one year increments through 2018 at an amount not to exceed 3% annually. Kansas Land Management has requested a 3% increase for 2018 for a total annual cost to maintain the existing properties of \$76,415.57.

Along with the 2018 renewal, there are two parcels being added to the contract. The first parcel is Legacy Park, located at the southwest corner of Martway and Broadmoor streets. Following its construction, Public Works staff maintained this area while the grass and trees were planted and took hold, but it is now appropriate to transition to contractual mowing. The second addition for 2018 is the property at 7080 Martway (former Neff property).

Related Statute/City Ordinance:	
Line Item Code/Description:	01-20-212-06 Service Contracts
Available Budget:	\$162,500

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	2/19/2018
PUBLIC WORKS	From:	John Belger

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

The additional services are summarized in Exhibit "A" (attached). Total cost to add Legacy Park and 7080 Martway is \$4,000. When added to the existing contract, this brings the total contract amount for 2018 to \$80,415.57

This contract will be rebid later this year due to the expiration of the current contract term.

CFAA CONSIDERATIONS/IMPACTS: NA

Related Statute/City Ordinance:	
Line Item Code/Description:	01-20-212-06 Service Contracts
Available Budget:	\$162,500

2014 Public Property Mowing Services



**City of Mission
Johnson County, Kansas**

ADDENDUM – 2018 Mowing Specifications

Contract Addendum Agreement

THIS AGREEMENT made and entered into this date, _____ 2018 by and between the City of Mission, Kansas, as party of the first part, and hereinafter termed the "City", and Kansas Land Management, party of the second part, hereinafter termed the "Contractor".

CONTRACT EXTENSION:

Per the "2014 Public Property Mowing Services" contract, the City is hereby exercising the right to extend the contract period through the 2018 mowing season as stipulated in Article V. "Term" of the Contract Agreement with at a total cost not to exceed \$80,415.57.

SCOPE:

The scope of work shall be the mowing (trimming and litter removal subsidiary) and/or weed treatment/spraying of those properties separately itemized, identified, and priced in Exhibit "A" (attached). By signing this Addendum, the City and the Contractor agree that the attached list of properties will be serviced by the contractor according to the same provisions and agreements as the initial contract (2014 Public Property Mowing Services) document signed by all necessary parties in March of 2014 at a price not to exceed \$80,415.97. This price includes a 3% increase to the previous scope of work and the additional areas outlined in Exhibit "A". All previous addendum which provide program modifications as to the locations and frequencies of mowing, spraying, and/or grounds maintenance services provided by the contractor remain in effect.

CONTRACT DOCUMENTS:

It is expressly understood and agreed that the bound volume of Contract Documents include the previously agreed upon Statement of General Conditions, the Instruction to Bidders, the Contract Agreement, the Bid Proposal, Technical Specifications, and General Provisions.

ATTEST:

Party of the First Part

Party of the Second Part

Laura Smith, City Administrator



Bill Fletcher, Owner

CITY OF MISSION, KANSAS

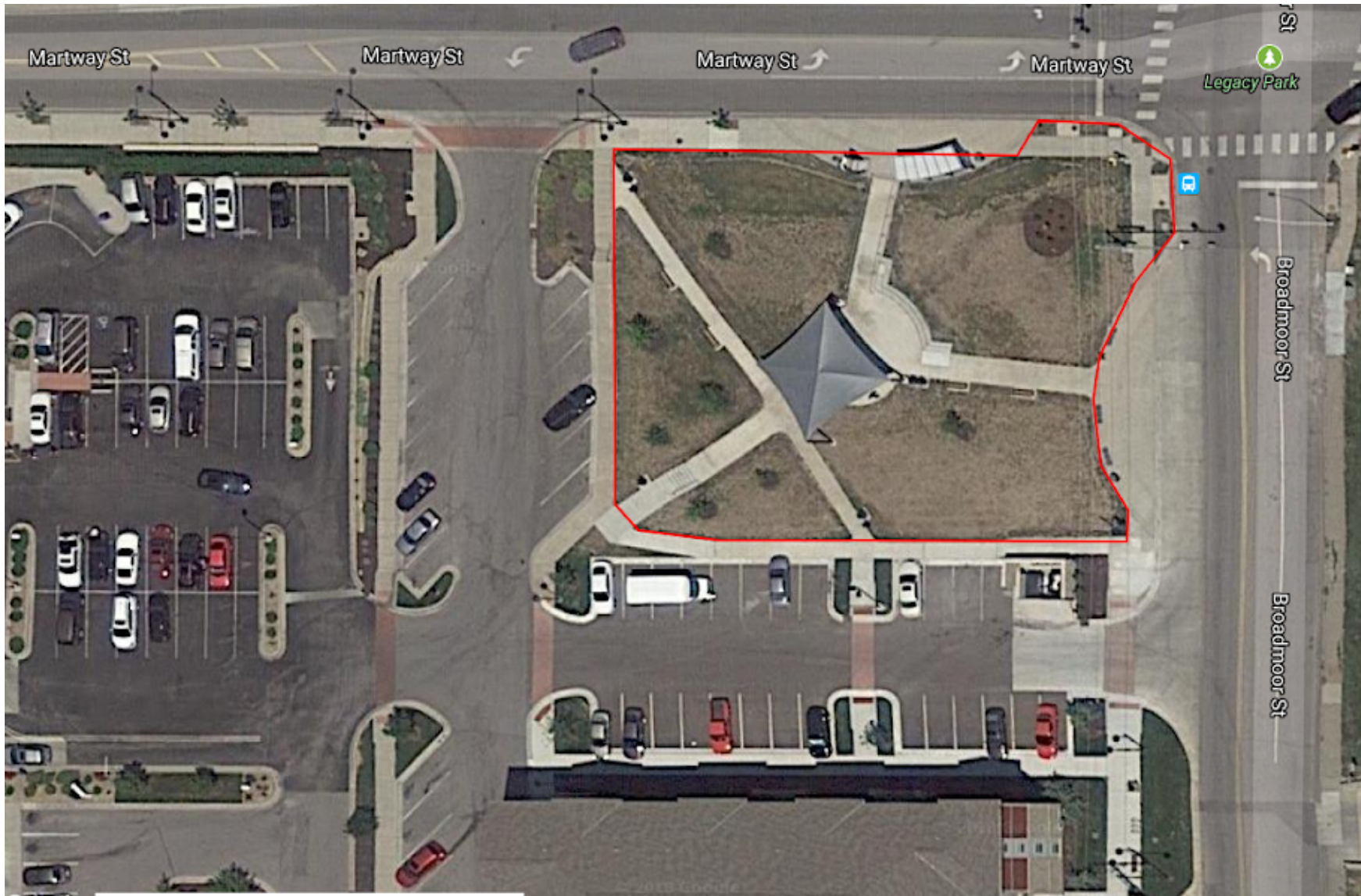
Kansas Land Management

Exhibit "A"- 2018 Mowing Contract Addendum

	Description	Approximate Quantities	Unit Price	Total Cost
#60	<u>Legacy Park</u>	0.4 acres		
(a)	Mowing (Trimming & Litter Removal Subsidiary)	32 Mowings	\$ <u>80.00</u> .	\$ <u>2560.00</u> .
#61	<u>7080 Martway</u>	0.8 acres		
(a)	Mowing (Trimming & Litter Removal Subsidiary)	16 Mowings	\$ <u>75.00</u> .	\$ <u>1200.00</u> .
#16	<u>#60 Legacy Park</u>	0.4 acres		
(a)	Weed Control / Fertilization (3 Application Program) 1 - Pre-emergent application in spring 2 - Weed control application in mid summer 3 - Fertilizer application in fall	3 Applications	\$ <u>80.00</u> .	\$ <u>240.00</u> .

TOTAL ADDENDUM AMOUNT \$ 4,000.00

Exhibit "A"- 2018 Mowing Contract Addendum



#60 Legacy Park

Exhibit "A"- 2018 Mowing Contract Addendum



#61- 7080 Martway

City of Mission	Item Number:	6.
DISCUSSION ITEM SUMMARY	Date:	February 28th, 2018
PUBLIC WORKS	From:	John Belger

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

RE: CARS Project Update

DETAILS: Using a combination of state gas tax dollars and County General Fund revenues, the CARS program provides funds to cities to construct and maintain eligible streets. Each year, cities submit a 5-year road improvement plan to the County. The County scores projects and selects those which will receive funding (up to 50% of the project’s construction and construction inspection costs). Cities are responsible for design, right-of-way, and utility relocation costs. Mission’s CARS-eligible streets include:

- Lamar (Foxridge to 67th)
- 51st (Lamar east to City Limit)
- Foxridge (56th to Lamar)
- Johnson Drive (Metcalf to Roe)
- Roe (Johnson Drive to 63rd)
- Nall (Johnson Drive to 67th)
- Martway (Metcalf to Roeland)
- Roeland Dr (Johnson Drive to SMP)
- Broadmoor (Johnson Drive to Martway)

Similar to the City’s CIP, this document primarily serves as a budgeting and forecasting tool. Each City is required to pass a resolution adopting a 5-year plan based on their own unique goals and objectives. These plans are reviewed by CARS staff, who program projects accordingly.

Staff will present the 2019 - 2023 Resolution as an Action Item on the April Community Development Committee agenda. In anticipation of that action, the projects to be included in the plan will be reviewed and discussed at the March Committee meeting. The projects include:

Broadmoor- Johnson Drive to Martway: Proposed improvements anticipate full reconstruction, including new curb, storm sewer infrastructure, ADA improvements, pavement, pavement markings, and street signs. Installation of a new traffic signal at Johnson Drive and Broadmoor is also planned. Total estimated project cost: \$1,329,855.

Foxridge Phase II: Foxridge Drive between 51st Street and Lamar Avenue is a two lane, 32 ft. wide, minor collector serving multi-family, residential, commercial and industrial traffic. Due to the location of the street being at the bottom of a hill, there is a significant amount of water damage to the surface of the pavement, subgrade, and curb

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

City of Mission	Item Number:	6.
DISCUSSION ITEM SUMMARY	Date:	February 28th, 2018
PUBLIC WORKS	From:	John Belger

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

and gutter. This section of Foxridge Drive lacks sidewalks, forcing pedestrians to walk in the street. Proposed improvements call for full depth pavement replacement, replacement of curb and gutter, and new stormwater infrastructure. An underdrain system will be installed to better handle runoff, and pedestrian improvements will be made. Total estimated project cost: \$5,575,314

Johnson Drive- Metcalf to Lamar: The proposed project includes full depth street rehabilitation and installation of a stormwater interceptor system, new catch basins, storm sewers, curb/gutter, sidewalks, pavement markings, street signs, ADA ramps, street lights, and traffic signals. Total estimated project cost: \$10,815,685. This project has been moved from 2022 to 2023 to allow more time for pre-construction planning, identification of additional funding sources, and time for public input.

CFAA CONSIDERATIONS/IMPACTS: Along with surface treatment to the street, there are many items these projects will address to improve accessibility. Those include: ADA ramps, sidewalk connectivity, street lighting, pedestrian amenities, and traffic striping.

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

METCALF



Broadmoor Street Reconstruction Martway to Johnson Drive

FEBRUARY 2018

1" = 30'

