

**CITY OF MISSION, KANSAS**  
**COMMUNITY DEVELOPMENT COMMITTEE**

**WEDNESDAY, JUNE 7, 2017**

**6:30 p.m.**

**Mission City Hall**

**PUBLIC COMMENTS**

**PUBLIC PRESENTATIONS / INFORMATIONAL ONLY**

**ACTION ITEMS**

1. 2017 Chip Seal Program Contract - John Belger ([page 4](#))

Chip sealing is an intermediate street maintenance treatment which focuses on preserving the streets that are already in good condition by extending their useful life. It is a critical component of the City's annual street maintenance program. Streets are constantly deteriorating, and a proactive seal program helps maintain good streets, delaying more expensive repairs for as long as possible. If approved, the 2017 Program will chip seal approximately 5.38 lane miles of streets. Staff recommends approval of a contract with Harbour Construction for the City of Mission's 2017 Chip Seal Program in an amount not to exceed \$105,833.70.

2. Stantec Street Inventory Contract - John Belger ([page 8](#))

Stantec will inventory and assess all streets, curb and sidewalks in the City and assign a condition rating to each asset. The information will be delivered in GIS or Excel form, which can be easily translated to our current asset maintenance software. This information is critical in planning the residential street maintenance program in future years. Staff recommends approving a contract with Stantec to perform a Street Asset Inventory and Condition Update, including sidewalks and curbs in an amount not to exceed \$30,000.

3. Salt Contract - John Belger ([page 20](#))

Rock salt is an essential commodity for snow removal activities. Salt effectively lowers the freezing point of water and acts as a melting agent. When applied to the pavement, it prevents frozen precipitation from sticking to surfaces and works in conjunction with plowing activities to penetrate ice and snow in order to remove it from the roadway. The City solicits quotes every three years from salt suppliers who guarantee the product will be available for delivery during

winter storm events. Staff recommends approving a contract with Independent Salt Co. for the unit price of \$50.62 per ton of bulk deicing salt delivered.

4. Pole Sign Incentive Program - Laura Smith ([page 25](#))

After nearly a year of research, discussion and evaluation, the Planning Commission and the City Council recently made several revisions to the City's sign code. During the process, several Councilmembers expressed interest in creating an incentive program that might encourage businesses with detached non-conforming signs to make changes sooner. Staff has recommended using \$15,000 of the remaining MCVB Fund Balance to create a sign incentive program.

5. Contract for the Construction and Use of A Trash Dumpster Enclosure On City Owned Property at 5919 Woodson - Brian Scott ([page 29](#))

The commercial solid waste collection service for properties located at 5913 and 5917 Woodson was recently canceled due to the trash truck's inability to access the dumpsters at the back of the properties. Staff has proposed that a trash dumpster enclosure can be built on the City owned property (5919 Woodson) just to the immediate south of these properties so that a commercial solid waste collection hauler can access the dumpster.

6. Easement - 7080 Martway - Brian Scott ([page 35](#))

The City of Mission owns the property to the west and north of the existing Panera Bread restaurant at 7070 Martway. The City's property (7080 Martway) was the former site of the Neff printing company. Mr. Neff granted an access easement to Panera for use of the parcel immediately to the west of the restaurant. The restaurant is undergoing a change of ownership and has requested that the City consider granting a similar easement.

7. 2017 Public Works Capital Equipment Purchases - John Belger ([page 48](#))

Recommendations for the remaining capital equipment purchases budgeted in the 2017 Budget for the Public Works Department are detailed in the action item.

## **DISCUSSION ITEMS**

8. KLM Mowing Contract - John Belger ([page 51](#))

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 time. The initial contract with Kansas Land Management was established in 2014 and may be renewed in one year increments through 2018 at an amount not to exceed 3% annually. Kansas Land Management had requested a 3% increase for the 2017 contract, and staff intends to exercise the option to renew with KLM for the 2017 mowing season at a total annual cost of \$74,189.87.

9. Black & McDonald Streetlight Maintenance Contract - John Belger ([page 54](#))

Prior to 2013, KCP&L owned, operated, and maintained the streetlight infrastructure in Mission. During this time, many municipalities in the metro began purchasing these systems from KCP&L after realizing the potential cost savings of operating their own streetlights. Mission acquired the streetlight system in 2013, and a total of 843 streetlights are maintained as a part of this contract. The initial term of this agreement ran through December 31, 2014 with an option to renew for three additional one year periods. This contract will be rebid later this year. The contract stipulates that annual increases cannot exceed 3%. The 2017 contract renewal proposes a 3% increase, and staff intends to exercise the renewal option for a total estimated annual cost of \$40,885.50.

10. EPC Real Estate Mission Trails Preliminary Site Plan-Danielle Sitzman ([page 56](#))

Steve Coon of EPC Real Estate, is requesting a preliminary site plan approval for redevelopment of the former insurance office building at 6201 Johnson Drive into a 5-story mixed use building consisting of retail, office and housing. The Planning Commission held a public hearing and recommended approval of the site plan at their May 22, 2017 meeting. The preliminary plan advances directly to the City Council agenda for June 21st. Staff will provide an update on the project and answer any questions.

**OTHER**

11. Department Updates - Laura Smith

**Kristin Inman, Chairperson**  
**Suzie Gibbs, Vice-Chairperson**  
***Mission City Hall, 6090 Woodson***  
**913-676-8350**

<b>City of Mission</b>	Item Number:	1.
<b>ACTION ITEM SUMMARY</b>	Date:	5/23/2016
<b>PUBLIC WORKS</b>	From:	John Belger

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

**RE:** 2017 Residential Street Maintenance - Chip Seal Program

**RECOMMENDATION:** Approve an agreement with Harbour Construction for the completion of the City of Mission's 2017 Chip Seal Program in an amount not to exceed \$105,833.70.

**DETAILS:** Chip sealing is an intermediate street maintenance treatment which focuses on preserving the streets that are already in good condition by extending their useful life. It is a critical component of the City's annual street maintenance program. Streets are constantly deteriorating, and a proactive seal program helps maintain good streets, delaying more expensive repairs for as long as possible. The City has historically budgeted approximately \$350,000 to be used for the residential street maintenance program which includes chip seal, mill and overlay, and other miscellaneous curb, gutter, and sidewalk repairs.

Chip seal is a surface treatment that extends the useful life of existing streets. The process is performed in two steps. First an asphalt binder is applied directly to an existing roadway and is followed by a granite aggregate that is evenly spread on top of the binder. This process creates a seal on the road and provides a uniform driving surface. Chip seal can be driven on as soon as the aggregate is spread and rolled in. Following the initial application, excess rock is swept from the road surface. The contractor is responsible for two sweepings, one within 24 hours of application and another within a week of application. City staff follows up as needed for additional sweeping.

The streets proposed to be sealed in the 2017 program are attached both in list form and on a map. If approved, the 2017 Program will chip seal approximately 5.38 lane miles of streets. At the April Community Development Committee meeting, the Council asked staff to include Dearborn (north of 51st Street) on the bid list. This street section was included in the 2017 Program at an estimated cost of \$12,164.99.

The City has approximately 80 lane miles of residential streets. Once the 2017 program is complete, the City will have chip sealed more than 42 lane miles (53%) at a total cost of \$708,277.40

Related Statute/City Ordinance:	
Line Item Code/Description:	03-90-801-11 Special Highway Fund (50%); 25-90-805-09 Capital Improvement Fund (50%)
Available Budget:	\$286,600

<b>City of Mission</b>	Item Number:	1.
<b>ACTION ITEM SUMMARY</b>	Date:	5/23/2016
<b>PUBLIC WORKS</b>	From:	John Belger

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

<b>Program Year</b>	<b>Residential Lane Miles Sealed</b>	<b>Annual Program Cost</b>
2011	10	\$169,687.08
2012	5.85	\$96,685.18
2013	3.62	\$59,899.88
2014	6.07	\$88,896.49
2015	5.49	\$87,493.37
2016	6.30	\$99,781.70
2017 (recommended)	5.38	\$105,833.70
Total	42.71	\$708,277.40

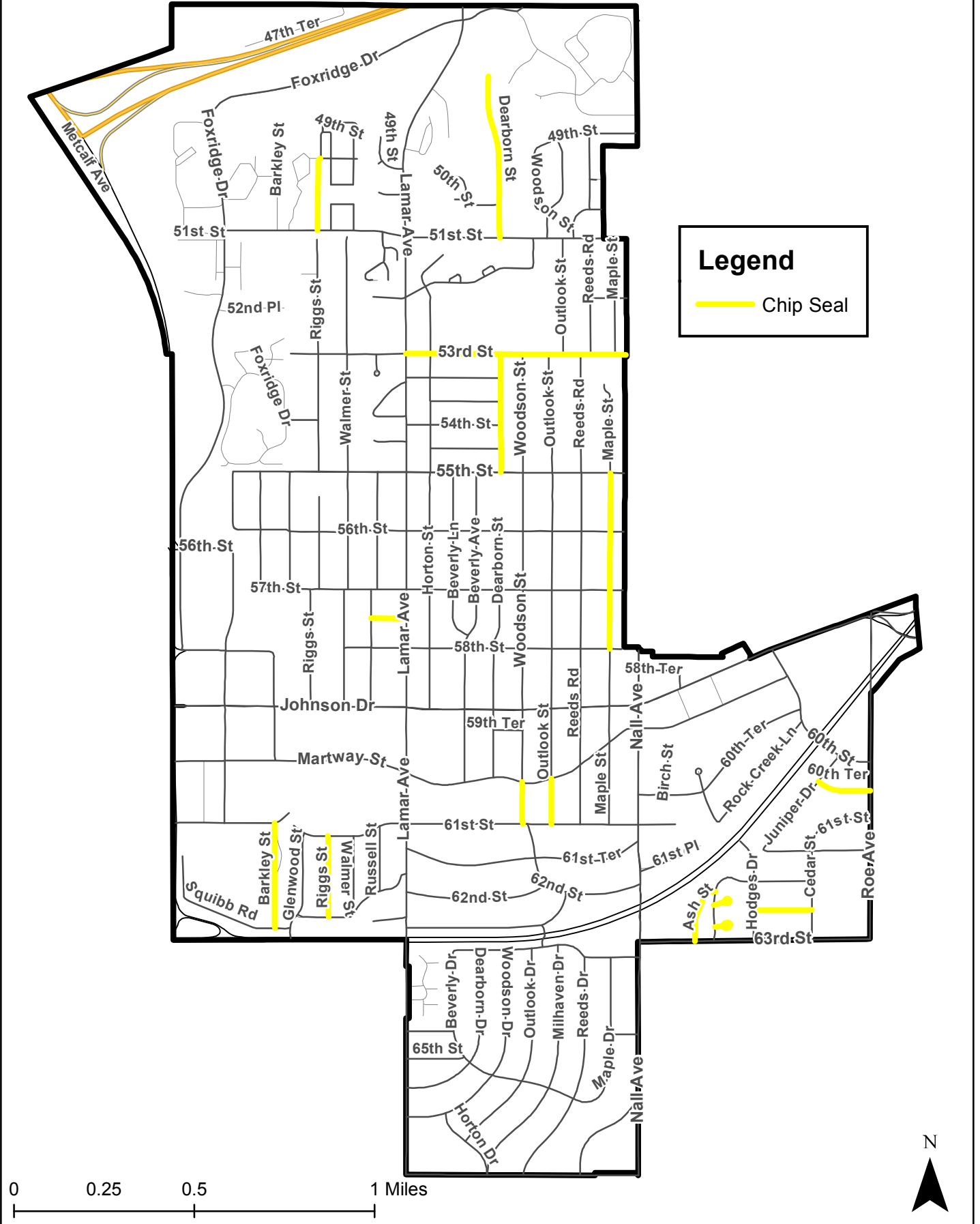
This work is anticipated to take place late this summer. Staff will share information on the resident communication process as it is finalized.

**CFAA CONSIDERATIONS/IMPACTS: N/A**

Related Statute/City Ordinance:	
Line Item Code/Description:	03-90-801-11 Special Highway Fund (50%); 25-90-805-09 Capital Improvement Fund (50%)
Available Budget:	\$286,600

	<b>Branch</b>	<b>From</b>	<b>To</b>
53S-01	53rd Street	East City Limits	Maple Street
53S-02	53rd Street	Maple Street	Reeds Road
53S-03	53rd Street	Reeds Road	Outlook Street
53S-04	53rd Street	Outlook Street	Woodson Street
53S-05	53rd Street	Woodson Street	Dearborn Street
53S-06	53rd Street	Dearborn Street	Horton Street
53S-07	53rd Street	Horton Street	Lamar Avenue
57T-01	57th Terrace	Lamar Avenue	Russell Street
60T-01	60th Terrace	Roe Avenue	Juniper Drive
62T-01	62nd Terrace	Cedar Street	(dead end)
ASH-01	Ash Street	63rd Street	Rosewood Street
BRK-01	Barkley Street	Squibb Road	61st Street
DBN-06	Dearborn Street	55th Street	54th Terrace
DBN-07	Dearborn Street	54th Terrace	54th Street
DBN-08	Dearborn Street	54th Street	53rd Place
DBN-09	Dearborn Street	53rd Place	53rd Terrace
DBN-10	Dearborn Street	53rd Terrace	53rd Street
DBN-11	Dearborn Street	51st Street	50th Street
DBN-12	Dearborn Street	50th Street	(dead end)
MPS-04	Maple Street	58th Street	57th Street
MPS-05	Maple Street	57th Street	56th Street
MPS-06	Maple Street	56th Street	55th Street
OLS-01	Outlook Street	61st Street	Martway Street
RGA-01	Riggs Avenue	51st Street	49th Street
RGS-01	Riggs Street	62nd Street	61st Street
RSC-01	Rosewood Court	Rosewood Street	(dead end)
RSC_02	Rosewood Court	Rosewood Street	(dead end)
WDS-01	Woodson Street	61st Street	Martway Street

# City of Mission 2017 Street Program



<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	5/24/2017
<b>PUBLIC WORKS</b>	From:	John Belger

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

**RE:** Stantec Asset Inventory and Condition Update

**RECOMMENDATION:** Approve a contract with Stantec to perform a Street Asset Inventory and Condition Update, including sidewalks and curbs in an amount not to exceed \$30,000.

**DETAILS:** During the initial planning phases for the City’s comprehensive Street Maintenance Program, all streets were given a Pavement Condition Index (PCI) score. PCI measures the condition of the pavement surface and the smoothness of the road. A numerical rating is assigned to each section of road, with 0 being the worst and 100 being the best.

At the time the program was developed, the Council set a goal of maintaining all streets in Mission at a PCI rating of 70 or higher. Using the PCI scores, street sections were assigned the treatment best suited for the road’s current condition. This information was then used to develop budget estimates to aid the City is reaching it’s goal of touching/treating every residential street in the City within 8-10 years.

PCI is a useful tool when looking at street maintenance. It provides information on the current condition of the road network, as well as how roads deteriorate over time. PCI scores should be updated on a regular basis in order to track the performance of various maintenance types as this information is critical to the budgeting and planning processes for street maintenance. The City also use other tools, such as geotechnical analysis, as a complement to PCI to assist in assigning the correct treatment for each street.

The Council approved a contract with Cartegraph (May 2016) in the amount of \$43,400, to complete an inventory. In the process of coordinating the transfer of GIS files, Cartegraph advised that because of a change in their imagery provider, they could not proceed with the project without doubling the initial contract price. Staff researched other providers, and after evaluating all options, the Cartegraph contract was cancelled.

Stantec will inventory and assess all streets, curb and sidewalks in the City and assign a condition rating to each asset. The information will be delivered in GIS or Excel form, which can be easily translated to our current asset maintenance software. Stantec has performed or is performing similar work for the cities of Lenexa, Kansas City, MO, Roeland Park, Fairway, and Edgerton.

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	\$43,300



<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	5/24/2017
<b>PUBLIC WORKS</b>	From:	John Belger

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

The project was originally budgeted in 2016, and since it was not completed, the unused funds rolled into fund balances in the Special Highway and Capital Improvement Funds. Staff recommends reallocating these funds to the Stantec contract. The City expects to save approximately \$13,300 in making the switch in providers.

**CFAA CONSIDERATIONS/IMPACTS: NA**

Related Statute/City Ordinance:	
Line Item Code/Description:	
Available Budget:	\$43,300



**Stantec Consulting Services Inc.**  
1000 Young Street Suite 470, Tonawanda NY 14150-4100

May 12, 2017  
File: 1620814015.012.240

**Attention: John Belger, Director of Public Works**  
City of Mission  
4775 Lamar  
Mission, KS 66202

Dear Mr. Belger,

**Reference: Automated Pavement Condition Assessment and Asset Inventory**

As per our recent discussions, Stantec Consulting Services Inc. is pleased to provide the following quotation to conduct a pavement condition survey and inventory of curb and sidewalk assets for the City of Mission, KS.

## PAVEMENT DATA COLLECTION

Stantec's Road Tester 3000 (RT3000) incorporates the latest in mobile laser, GPS, and crack recognition technology. The RT3000 is a fully mobile solution specifically developed to accurately and efficiently collect pavement condition data. Integrated with lasers, inertial GPS, and high-definition digital imagery, the RT3000 can simultaneously collect pavement profile, rutting, surface distress, roadway geometrics, pavement and right-of way (ROW) imagery, and infrastructure assets.

Stantec's Laser Road Imaging System (LRIS) is composed of two high-resolution linescan cameras and narrow spectrum (non-visible) infrared laser illuminators that are configured to capture pavement imagery, up to 13 feet in width, providing 1mm resolution, at traffic speeds.



The laser illumination of the pavement surface results in the removal of shadows, sun glare, and the effects of pavement texture, thus providing superior resolution of the pavement surface. This technology enables Stantec to capture cracking distresses as low as 1mm in width. The technology excels at providing accurate, low severity distress rating capabilities, which can be used in the development of pavement preservation practices, which is a very cost-effective approach to pavement management.

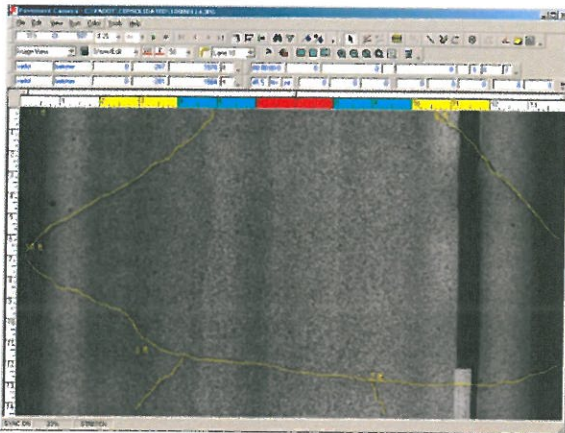
The resulting pavement images are synchronized with corresponding right-of-way images, to provide a full set of digital imagery, for accurately assessing the condition of the City roads.



May 12, 2017  
 John Belger, Director of Public Works  
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**Reference: Automated Pavement Condition Assessment and Asset Inventory**

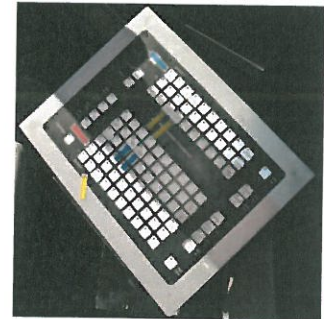
The collected pavement imagery is subsequently post-processed through Stantec's Imaging Workstation, which was designed specifically for pavement surface analysis, using the linescan pavement images and right-of-way images collected by the RT3000 vehicles.



The Imaging Workstation provides an efficient means of managing, analyzing, and maintaining pavement distress data.

Each distress is **measured**, not estimated, and tagged with a linear reference and corresponding GPS coordinates. The distress data is collected continuously and summarized at 100-foot intervals. Technicians can categorize, rate, measure, and save all pavement distress information, and export the results in several formats.

Stantec also employs a real-time event recording keyboard to capture any distress/attribute information that cannot be assessed by the linescan approach. Stantec technicians **do not** evaluate and quantify any cracking distresses while driving the roads. Rating cracking by means of a windshield approach, or non-linescan pavement view imagery, has proven to be more subjective, and can yield inconsistent results from year to year. Given our experience using various technologies, we feel the linescan image data process is the best method to ensure consistency and repeatability of the results.



**Distress Rating Protocols**

Pavement condition is generally evaluated based on the type and amount of pavement defects or distresses. For this project, pavement distresses will be rated in general accordance with the *ASTM D6433-11 Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys*, which includes the following distresses. However, distress rating criteria may be customized to fit any specific criteria.

Flexible Pavements		Rigid Pavements	
<ul style="list-style-type: none"> <li>Alligator Cracking</li> <li>Bleeding</li> <li>Block Cracking</li> <li>Bumps and Sags</li> <li>Corrugation</li> <li>Depression</li> <li>Edge Cracking</li> <li>Jt. Reflection Cracking</li> <li>Lane/Shoulder Drop Off</li> <li>Long and Trans Cracking</li> </ul>	<ul style="list-style-type: none"> <li>Patching</li> <li>Polished Aggregate</li> <li>Potholes</li> <li>Rutting</li> <li>Shoving</li> <li>Slippage Cracking</li> <li>Swell</li> <li>Weathering/Raveling</li> </ul>	<ul style="list-style-type: none"> <li>Blow Up/Buckling</li> <li>Corner Break</li> <li>Divided Slab</li> <li>Durability Crack</li> <li>Faulting</li> <li>Joint Seal</li> <li>Lane/Shoulder Drop Off</li> <li>Linear Cracking</li> <li>Patching (Large)</li> </ul>	<ul style="list-style-type: none"> <li>Patching (Small)</li> <li>Polished Aggregate</li> <li>Popouts</li> <li>Pumping</li> <li>Scaling</li> <li>Shrinkage Crack</li> <li>Spalling Corner</li> <li>Spalling Joint</li> </ul>



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**Reference: Automated Pavement Condition Assessment and Asset Inventory**

Each defect or distress is measured based on two components: severity and extent. **Severity** is defined as **'How bad is the defect?'** in terms of the width or degree of wear associated with the condition. An example of a severity measurement is the width of a crack.

The second component evaluates the **extent** or **'How much is there?'** in terms of the quantity of the surface the defect covers. Examples of measures used for extent would include the number or length of transverse cracks, length of longitudinal cracking, or the pavement area affected by alligator cracking.

The surface distress data will be summarized in 100-foot intervals, and an average **Pavement Condition Index (PCI)** will be provided for each roadway section included in the survey.

### **Roughness and Rutting**

The RT3000 incorporates an ASTM E950 **certified** Class I profiler configured to capture longitudinal profile measurements and **International Roughness Index (IRI)** determinations, in both wheel paths.

The collection of longitudinal profile/roughness data is fully automated. The IRI data is collected continuously and can be summarized at specific intervals, which will be 100-foot intervals, unless the City wishes to reduce the summary interval distance. Typically, the IRI data is expressed in terms of a **Ride Comfort Index (RCI)**, whereby the IRI data is correlated against people's perception of ride quality, on a 0 to 100 score.

The specialized profile measurement system, mounted on the front bumper of the RT3000 survey vehicle, employs two sensing devices:

1. **Laser Height Sensors** that measure the distance between the vehicle and the pavement surface, while the vehicle is traveling at posted speeds or less.
2. **Accelerometers** that measure the vertical acceleration of the vehicle as it bounces in response to the pavement surface profile.



The RT3000 will also measure transverse profile and rut depths, using high-precision, laser-based, height-measuring sensors. The lasers on either end of the rut bar are angled, to provide the complete transverse profile across the traveled lane, without the need for extension pods. Extension pods can pose a hazard to other drivers, cyclists, and pedestrians.



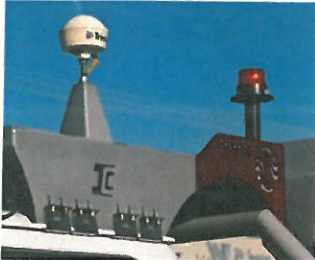
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**Reference: Automated Pavement Condition Assessment and Asset Inventory**

## Location Referencing System (LRS)

Stantec's RT3000 uses two systems to measure location-referencing information, for all data sets, as they are collected.

The **Distance Measuring Instrument (DMI)** is used to provide a reference measurement of the vehicle as it traverses the road. This measurement provides stationing references, such as milepost location, for the collected data.



The RT3000 also uses **real-time differential GPS**, and an **Applanix POS LV inertial referencing system**, allowing for the provision of spatial location data (specified to +/- 1m accuracy) at all times, even in situations where the 'urban canyon' or tree coverage reduces the number of satellites available.



All real-time collected data can be further enhanced using the Applanix POSpac processing suite. Blending the received GPS information with IMU CORS data, raw GPS files from the RT will be post-processed with Applanix's POSpac software, to provide the highest attainable positional accuracy.

## PAVEMENT CONDITION DELIVERABLES

The deliverable to the City will be a street section listing (xlsx or mdb format) with sectional average IRI values, distress severity and extent summations, and resulting RCI and PCI scores. A GIS shapefile of IRI, RCI, and PCI scores will also be provided.

## RIGHT-OF-WAY (ROW) ASSET INVENTORY

As previously noted, high-resolution digital images are collected during the pavement condition survey, allowing Stantec to gather additional imagery for distress rating QA/QC as well as value added deliverables to the City.

Stantec's RT3000 collects the digital imagery using multiple camera configurations. All camera configurations are comprised of high-resolution, 5MP cameras that collect continuous digital images at user-defined intervals.

Our 360° camera system is composed of six 5MP cameras for individual or panoramic views.



**Design with community in mind**



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### Reference: Automated Pavement Condition Assessment and Asset Inventory

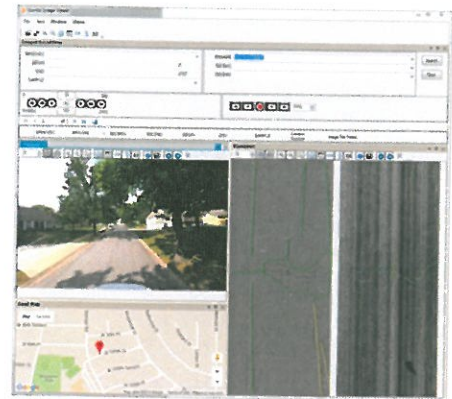
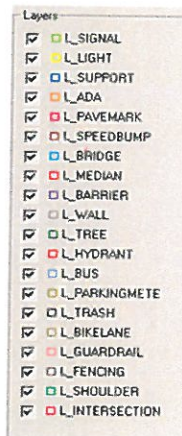
Each image is tagged with a GPS coordinate and Location Referencing System (LRS) data, to facilitate easy linkage, to the City's GIS and other management systems. The resulting image database contains industry standard JPEGs with geo-referenced information.

By combining the digital imagery and GPS coordinate data collected from the RT3000, a comprehensive inventory of infrastructure assets can be achieved.

Typical assets include but are not limited to:

- Signs and Supports
- Drainage Features
- Sidewalks and Ramps
- Street Lights
- Signals
- Fire Hydrants
- Guide Rails
- Pavement Markings and Striping

The collected imagery is geo-referenced with the GPS data, allowing for accurate location of assets within the ROW. Positional accuracy of the systems employed is rated at +/- 1 m, thus, providing an excellent mapping grade solution to inventory infrastructure assets, in a cost-effective manner.



By means of the Trimble Imaging Hub asset extraction workstation system, technicians are able to geo-locate and attribute any asset visible in the imagery. The Imaging Hub allows virtually any type of feature to be defined, for collection of location, attribute, and condition data. Once an attribute/asset is observed in the imagery, the operator toggles to the individual record input screen, and proceeds to input the appropriate attribute and associated information. "Pick lists" are employed to streamline the data entry function and provide consistent data throughout the inventory.

Each asset is defined either as:

- 3D Points – ramps, signs, supports, hydrants, manholes;
- 3D Polylines – linear feature that are contained in a single series of images, such as striping;
- 3D Extended Polylines – linear features that extend across multiple images, such as guide rails, curb & gutter, sidewalks, and so forth.

The location (x, y coordinates) and attribute data for each asset is extracted from the image, and stored as a GIS layer and associated geo-database.

Design with community in mind

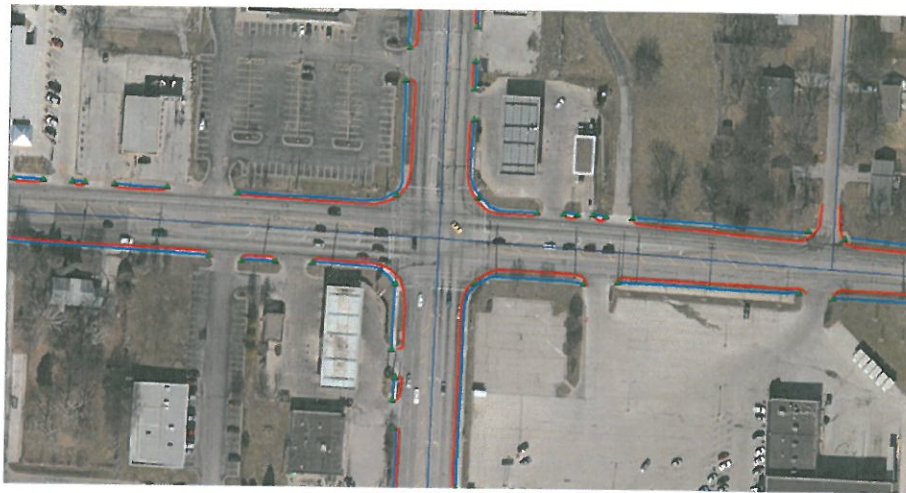


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**Reference: Automated Pavement Condition Assessment and Asset Inventory**

## CURB AND SIDEWALK INVENTORY DELIVERABLES

For this project, the Trimble Imaging HUB will be configured to collect curb and sidewalk geometry and attribute information, for each road segment included in the pavement survey. In addition, locations and attributes of current ADA ramps, as well as possible ADA ramp location needs, will be provided. All deliverables will be in the form of a GIS shapefile.



Various attributes may be defined for each asset. For this proposal, the following attributes would be included:

Attribute	Curb and Gutter	Sidewalks	Ramps
Location	X,Y linear feature	X,Y linear feature	X,Y point feature
Type	/e.g.: Barrier, Roll-over	e.g.: Monolithic Curb & Walkway, Commercial, Boulevard & Walkway	Ramp
Material	e.g.: Concrete, Asphalt, Cut Stone, Other	e.g.: Concrete, Asphalt, Brick/Stone, Other	e.g.: Concrete, Asphalt, Other
Geometrics	Length (ft)	Length (ft) Width: a) 4 feet or less b) 5 to 7 feet wide c) 8 feet and greater	Accessible: True/False Placement: a) Intersection b) Mid-block c) Other
Condition	Good/Fair/Poor	Good/Fair/Poor	Good/Fair/Poor
Other			Safety Texture: a) Truncated Domes b) Textured Concrete c) Other d) None



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**Reference: Automated Pavement Condition Assessment and Asset Inventory**

## FEE SCHEDULE

The following fee schedule is based on the project scope stated herein. All fees are exclusive of any applicable taxes. The stated fees will remain in effect for 90 days.

Task #	Task Description	Task Fee
1	Project Initiation and Management	\$3,000
2	Survey Setup and Mobilization of RT3000	\$4,000
3	Pavement Condition Survey (up to 60 survey-miles)	\$7,000
4	Data and Image Processing	\$2,500
5	IRI/RCI/PCI Analysis and Deliverable Formatting	\$2,500
6	Trimble Imaging Hub Asset Extraction Configuration	\$2,000
7	Curb Inventory with GIS Deliverable on up to 60 survey miles	\$4,000
8	Sidewalk and Ramp Inventory with GIS Deliverable on up to 60 survey miles	\$5,000
<b>Lump Sum Total</b>		<b>\$ 30,000</b>

**Note:** project will be invoiced monthly on a percent complete basis

## SCHEDULE

The following timelines are anticipated for this assignment.

Task	Timing
Project Initiation and Survey Setup	July 2017
Mobilization and RT3000 Survey	July/August 2017
Data and Image Processing	August 2017
IRI/RCI/PCI Determinations	September 2017
Asset Inventory	October 2017





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**Reference: Automated Pavement Condition Assessment and Asset Inventory**

Regards,

**STANTEC CONSULTING SERVICES INC.**

Fred Stephenson, B.Sc.  
Senior Project Manager,  
Infrastructure Management  
& Pavement Engineering  
Phone: 716-631-8030 Ext. 7475  
fred.stephenson@stantec.com

By signing this proposal, the City of Mission authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Per: City of Mission

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature

Attachment: Professional Services Terms and Conditions

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The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

**DESCRIPTION OF CLIENT:** The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**PROFESSIONAL RESPONSIBILITY:** In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

**LIMITATION OF LIABILITY:** The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ASSIGNMENT:** The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	5/23/2017
<b>PUBLIC WORKS</b>	From:	John Belger

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

**RE:** 2017-2018 Rock Salt Supplier Contract

**RECOMMENDATION:** Approve a contract with Independent Salt Co. for the unit price of \$50.62 per ton of bulk deicing salt delivered.

**DETAILS:** Rock salt is an essential commodity for snow removal activities. Salt effectively lowers the freezing point of water and acts as a melting agent. When applied to the pavement, it prevents frozen precipitation from sticking to surfaces and works in conjunction with plowing activities to penetrate ice and snow in order to remove it from the roadway.

The City solicits quotes every three years from salt suppliers who guarantee the product will be available for delivery during winter storm events. The City's salt storage dome holds approximately 1,800 tons of salt. Over the past few years, we have not ordered salt due to such mild winters. Currently, the dome is approximately half full. We will be "restocking" it this year to have salt on hand. This contract locks in the price for 2017-2018. The cost of salt has declined as a result of the mild winter weather we've experienced over the last three years.

<b>Supplier</b>	<b>Unit Price</b>
Independent Salt Co.	\$50.62
Hutchinson Salt Co.	\$52.50
Central Salt, LLC	\$56.23

The City budgeted \$55,000 in 2017 to purchase salt. When we have mild winters (like this last one), there may be unused funds in the Public Works Department budget. Those are carried over in the General Fund fund balance.

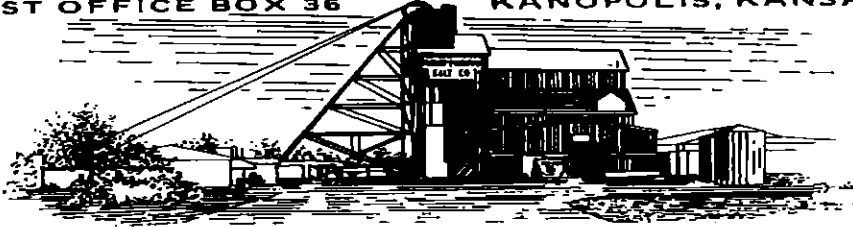
**CFAA CONSIDERATIONS/IMPACTS:** NA

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-20-307-03 Sand/Salt
Available Budget:	\$55,000

# INDEPENDENT SALT *Company*

POST OFFICE BOX 36

KANOPOLIS, KANSAS 67454



May 23, 2017

City of Mission  
Brent Morton  
Supt. Of Public Works  
Mission, Kansas

Brent,

As per my e-mail to you dated May 4<sup>th</sup>, the Independent Salt Company is pleased to offer our bulk deicing salt, delivered to your city shed via end dump trailers at \$50.62 per ton. We do appreciate your past patronage and look forward to serving your future deicing salt needs.

Thank you,

S.K. Olson VP Distribution

# HUTCHINSON SALT Co

136 W. 12th Street  
Baxter Springs, Kansas 66713

Office: 620-856-3332 • FAX 620-856-3663

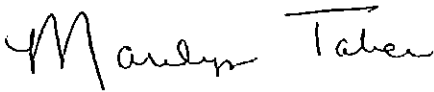
May 12, 2017

Brent Morton  
City of Mission  
4775 Lamar  
Mission, KS 66202

Dear Mr. Morton:

As per your request Hutchinson Salt Company would like to offer a quote of \$52.50 per ton on bulk medium rock salt delivered to Mission, KS. This would be for the 2017-2018 winter season, beginning July 1, 2017 thru June 30, 2018. This product will be delivered from our facility in Hutchinson, KS. We look forward to helping you with your road salt needs.

Sincerely,



Marilyn Taber  
Customer Service



**Central Salt - Lyons Mine**  
 1420 State Road 14 Lyons, KS 67554  
 800-879-7258 Phone 620-257-5052 Fax

**QUOTE**

<b>Billing Information</b>	
<b>Company Name:</b>	Mission, City of
<b>Address:</b>	4775 Lamar Ave
<b>City, State Zip:</b>	Shawnee Mission, KS 66202
<b>Contact:</b>	Brent Morton
<b>Work:</b>	816-719-9608
<b>Fax:</b>	
<b>Email:</b>	bmorton@missionks.org

<b>Date Prepared:</b>	5/5/2017 9:16:55 AM
<b>Duration of Quote:</b>	4/30/2018
<b>Prepared By:</b>	Todd Hamer
<b>Quote No:</b>	1800117
<b>Rev:</b>	0
<b>Payment Terms:</b>	Net 30
<b>Contract Type:</b>	5 - At Risk Season
<b>Prepay Invoice:</b>	

<b>Special Shipping Instructions:</b>
Delivered price is all inclusive via end dump.

**Ship To Locations:**

Mission, City of Public Works 4775 Lemar Ave Shawnee Mission, KS 66202						
Product Name	Unit of Measure	Qty	Product Price	Freight Type	Shipping Depot	Terms
Bulk Deicing Salt	Tons	800.00	\$56.23	End Dump	[87] Lyons KS - Mine	Net 30

**Terms of Quote**

1. This quotation shall remain firm for a period of 7 calendar days unless signed.
2. New Customer Account forms must be completed and existing customer files must be updated before signed quote will be considered accepted by Central Salt.
3. All published freight increases are subject to the account of the buyer. Prices quoted are based on transportation costs provided at the time of quotation. We reserve the right to change our quotation based on documented changes to those transportation costs.
4. Quotation does not constitute a binding obligation, but is subject to credit approval.
5. All purchases are subject to the appropriate sales tax rate, unless exempt.
6. Prices quoted are good for product sourced from the stated shipping depot. Product quantities exceeding quoted amounts or sourced from other shipping depots are subject to price adjustment for market demands and incremental transportation.
7. Bulk product is for end use application and is not intended for blending or repackaging without prior written consent.
8. All orders are subject to Central Salt Terms and Conditions of Business Credit and Sale.
9. Any claims for quantity errors, quality, or damage must be made to Central Salt within 5 days of delivery and supported by satisfactory evidence.
10. Package orders that require multiple delivery locations will be assessed \$150 fee for each additional delivery location.
11. \$250 fee will be added to any in-transit load that is diverted from its original destination.
12. For Package loads, a truckload may be 882 or 931 bags, depending on the vehicle legal load limit.
13. Central Salt reserves the right to direct customer pickups to alternate depot locations within a specific market depending upon demand and/or inventory availability.
14. Central Salt reserves the right to terminate or modify this quote/agreement in the event Customer has not purchased 40% of the committed quantity by December 31, subject to weather conditions. This only applies to deicing products.

Customer  
Acceptance  
of Quote:

\_\_\_\_\_

Central Salt:

*Todd Hamer*

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

*5/5/2017*

\_\_\_\_\_



<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	June 1, 2017
<b>Administration</b>	From:	Laura Smith

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

**RE:** Incentive program to encourage the removal of existing pole signs or pole sign structures.

**RECOMMENDATION:** Authorize \$15,000 from the MCVB Fund to create a one-time incentive program to address detached non-conforming signs.

**DETAILS:** Over the last year, the Planning Commission and the City Council considered revisions to the City's sign code. One of the sign types that received a great deal of attention was pole signs. A pole sign amortization program was initially discussed, but ultimately not included in the final recommendations.

Neither the Planning Commission or the City Council expressed interest in removing pole signs from the list of prohibited sign types. Both felt that allowing the existing pole signs to be removed through normal attrition. However, several Councilmembers did express interest in creating an incentive program that might encourage businesses with pole signs, or other detached non-conforming signage to make changes sooner.

At the April Finance & Administration Committee meeting, staff presented a recommendation to use \$15,000 of the remaining MCVB Fund Balance to create a non-conforming sign removal incentive program. Staff is now seeking approval to offer a program on a first-come, first-served basis to Mission businesses with detached non-conforming signs or sign structures who are interested in removing and/or replacing them with signage that conforms to City codes.

The program is proposed to be structured/administered as follows:

- Grant applications may be made by either a business or property owner. All grant monies will be issued as a reimbursement to the applicant.
- Property or business owners cannot claim exemption from city, state, or federal taxes and must be current on their property taxes.
- Business must have a valid Occupational License with the City of Mission at the time of application.
- Award will be made for reimbursement of actual costs up to \$3,000. The overall sign improvement cost may exceed this amount, but reimbursement for eligible expenses is capped at \$3,000.
- New signs must meet all applicable Design Guideline, Form Based Code, Zoning, Sign and Building Code requirements.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	\$15,000

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	June 1, 2017
<b>Administration</b>	From:	Laura Smith

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

A draft grant application form, that includes more details on the program, is attached for your review. Staff recommends opening the program for applications on July 1st.

**CFAA CONSIDERATIONS/IMPACTS: N/A**

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	\$15,000

**APPLICATION  
POLE SIGN INCENTIVE PROGRAM  
MISSION, KS**

(Please Print)

**Applicant:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Applicant Phone No.** \_\_\_\_\_ **Email address:** \_\_\_\_\_

**Brief Description of Proposed Work:**

**Estimated Total Cost of Work:**

\_\_\_\_\_

**Reimbursement Amount Requested:**

\_\_\_\_\_

**Applicant's Signature:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Program Description**

The Sign Incentive Program is a reimbursement program offered to assist retail and commercial property owners in removing or replacing detached non-conforming signs or sign structures. In order to improve the visual aesthetics of the City's commercial areas, the City Council is interested in incentivizing the removal of these signs more quickly than what might naturally occur through attrition.

All applications will be considered on a case-by-case basis and are subject to available funds. The program is being offered on a one-time, limited basis and the total budget available is \$15,000.

**To participate,** please complete this form, and return it to Danielle Sitzman via e-mail at

(dsitzman@missionks.org) or by mailing or dropping off to Mission City Hall (6090 Woodson). Please call Danielle at (913) 676-8363 with any questions.

**A. Program Eligibility**

1. Applicants can be either owners or current tenants (with landowner’s consent) of properties that currently have a detached sign which is classified as a non-conforming use. Current or proposed use of the property must conform to applicable zoning regulations.
2. Property or business owners cannot claim exemption from city, state, or federal taxes and must be current on their property taxes.
3. Applicant must have a current occupational license with the City of Mission.

**B. Eligible Expenses**

1. All expenses incurred by the applicant for material, labor, overhead, permits and inspections for removal of existing sign(s) and/or installation of new sign(s) that meet city regulations are eligible for reimbursement. The finished sign(s) must match the drawings and materials submitted by the applicant and approved by the City. Partial or uncompleted work is not eligible for reimbursement.

**C. Award/Reimbursement Procedures**

1. All applications will be considered on a case-by-case basis and are subject to available funds. Funding will be allocated on a first-come, first-served basis.
2. Proposed work, cost and new sign rendering(s) must be approved in advance by the City.
3. Award will be made for reimbursement of actual costs up to \$3,000. The overall project cost may exceed this amount, but reimbursement for eligible expenses is capped at \$3,000.
4. Project must be completed within ninety (90) days of notice of award.
8. Applicant agrees to maintain all sign improvements in “like new” condition for a period of five (5) years after completion of the work.

**Staff Use**

Date Received: \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved Funding Amount: \_\_\_\_\_

<b>City of Mission</b>	Item Number:	5.
<b>ACTION ITEM SUMMARY</b>	Date:	May 29, 2017
<b>Administration</b>	From:	Brian Scott

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

**RE:** Contract for the Construction and use of a trash dumpster enclosure on City owned Property at 5919 Woodson.

**RECOMMENDATION:** Approve a contract between the City of Mission and the owners of properties located at 5913 and 5917 Woodson for the purpose of constructing a trash dumpster enclosure on City owned property at 5919 Woodson, and allowing for the use of said enclosure for a period of two years.

**DETAILS:** The City of Mission owns the parcel of property located at 5919 Woodson. The entire parcel is located within the Rock Creek floodway, and was purchased by the City in 2006 as part of its floodway mitigation efforts.

The two properties (5913 and 5917 Woodson) immediately to the north of the City owned property recently lost their commercial solid waste collection service. The reason for the loss results from the inability of private solid waste haulers to access the alleyways on the properties to service the trash dumpster at the back of the properties.

As a temporary solution to this issue, staff has proposed to the owners of the properties that they can build a trash dumpster enclosure, at their expense, at the back of the City owned property at 5919 Woodson. A trash truck can easily access the City's property to retrieve and dump the dumpster. The tenants of the building can also easily dispose of their solid waste at this location.

The attached contract will solidify this agreement for a period of two years. However, either party can withdraw earlier with 15 days notice. This will allow time for a more permanent solution to be developed that could be incorporated into whatever long-term plans the City has for the property.

**CFAA CONSIDERATIONS/IMPACTS: N/A**

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

**LEASE**

THIS AGREEMENT OF LEASE (“Lease”) is effective as of the date of the last signatory to sign (the “Effective Date”) by and between the City of Mission, Kansas, a Kansas municipal corporation (hereinafter “Landlord”) and \_\_\_\_\_, a \_\_\_\_\_ (the owner of real estate located at 5913 Woodson, Mission, Kansas) and \_\_\_\_\_, a \_\_\_\_\_ (the owner of real estate located at 5917 Woodson, Mission, Kansas) (collectively the “Tenant”).

WITNESSETH:

WHEREAS, Tenant has requested use of a portion of real estate owned by Landlord located at 5919 Woodson, Mission, Kansas for purposes of construction of a trash enclosure, maintaining trash receptacles, and providing access to the trash receptacle from Woodson Road;

WHEREAS, Landlord is willing to permit Tenant to construct a trash enclosure, maintain trash receptacles, and have access to the trash receptacles over and across its property located at 5919 Woodson, Mission, Kansas, under the terms of this Lease.

WITNESSETH:

Landlord, for and in consideration of the promises, covenants and agreements contained herein, hereby demises and leases unto Tenant, and Tenant, jointly and severally, leases from Landlord, the following described premises:

1. **LOCATION**: The premises leased shall consist of real property generally located in the northeast corner (as may be more precisely designated by Landlord) of real estate commonly known at 5919 Woodson Street, Mission, Kansas, and a right of ingress and egress across said lot from Woodson Street, as directed by Landlord (the “Premises”).

2. **USE**: Tenant may construct a trash enclosure, maintain trash receptacles, and provide access for use of the trash receptacles to and from Woodson Street across the 5919 Woodson Street for the term of this Agreement.

3. **TERM**: The term of this Agreement shall be for a period of two (2) years from and after the Effective Date, subject to earlier termination upon fifteen (15) days written notice, in the event that (a) Tenant fails to properly maintain its right of ingress and egress free from trash and other debris, as determined by the Landlord in its discretion; (b) Tenant fails to maintain the trash enclosure consistent with city codes, rules and specifications; (c) The City of Mission determines a use of property where such this lease would be incongruent with such use; or (d) the City of Mission sells the property located at 5919 Woodson Street, in which case upon closing of said sale this Lease shall automatically terminate.

4. **IMPROVEMENTS**: Tenant, at Tenant’s own expense, shall design, construct and maintain the trash enclosure in accordance with plans as approved by Landlord.

5. RENT: Tenant shall pay the sum of One Dollar (\$\_\_1\_\_) upon execution of this Lease as prepaid, nonrefundable rent for the Term of this Agreement.

6. INDEMNIFICATION: Tenant, and each of them, hereby provide indemnification to Landlord, its agents, officers, employees and officials from and against any loss, claim, expense or cause of action arising from or related to Tenant's use of the Premises, and agrees to hold Landlord harmless from and against any such claim arising from any third party. Tenant's use of the Premises is entirely at Tenant's own risk, and under no circumstance shall Landlord be liable to Tenant for any damage or loss occasioned arising from Tenant's exercise of rights under this Agreement.

7. LIENS: At no time during the term of this Agreement shall any lien affix to the Premises due to any act or omission of Tenant, including any mechanic's or materialmen's lien or any other lien or encumbrance.

8. MAINTENANCE, SURRENDER AND/OR ALTERATIONS: Tenant shall, during the term of this Lease, keep all portions of the Premises used by Tenant in good order and condition and will make all necessary repairs to any improvements constructed on the Premises. Tenant will, at the expiration of the term or at sooner termination as described above, deliver up the Premises in good order and condition, reasonable wear and tear accepted. Any improvements that Tenant constructs which are affixed to the Premises, shall remain with the Premises as Landlord's sole property upon expiration of the term.

9. SUBLETTING OR ASSIGNMENT: Tenant shall not, at any time during the term of this Lease, sublet or allow the Premises to be used by any person other than Tenant, its employees or agents, nor shall this Lease or any obligations hereunder be assigned without Landlord's prior written consent.

10. NONEXCLUSIVE USE: With the exception of the interior of the trash enclosure as constructed, Tenant understands that its use of the Premises is nonexclusive, and that Landlord and/or its employees, agents and invitees shall have access to the Premises for any reasonable purpose.

11. DEFAULT BY TENANT: In the event that Tenant fails to abide by the terms of this Lease in any respect, Landlord has the right to provide Tenant with notice of breach, and declare a default thereunder in the event such breach is not remedied within fifteen (15) days of written notice.

12. HAZARDOUS MATERIALS: Tenant, and each of them, and their employees and agents, shall not use, manufacture, release, store or dispose of any Hazardous Materials (defined herein) on, under or about the Premises, other than such Hazardous Materials as are used by Tenant in the conduct of its business, provided such Hazardous Materials are used, stored, and disposed of in accordance with all applicable laws. For purposes of this Lease, the term "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos in any form, paint containing lead, materials containing urea formaldehyde,

polychlorinated biphenyls, oil, or petroleum products or byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants or materials, whether having such characteristics in fact or defined as such under federal, state, or local laws, or regulations and any amendments thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9061 et seq. (“CERCLIS”), the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1802 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the National Environmental Policy Act, 42 U.S.C. Section 4321, the Safe Drinking Water Act, 42 U.S.C. Sections 300F, et seq., and the Environmental Protection Agency and Occupational Safety and Health Administration regulations pertaining to asbestos.

Tenant, and each of them, shall release, indemnify and hold harmless Landlord from and against any and all claims, losses, liabilities, damages, costs, and expenses, including, without limitation, attorneys’ fees and the costs of any required or necessary repair, cleanup, or detoxification, to the extent arising out of the existence, use, manufacture, storage, or disposal of Hazardous Materials by Tenant, or either of them, or their employees and agents on, under or about the Premises. The indemnity obligations under this clause shall survive any termination or expiration of this Lease.

13. NOTICES: Any notice, request, demand, waiver or other communication required or permitted to be given under this Lease shall be in writing and shall be deemed to have been given on the date of receipt only if delivered (or refusal thereof) in person or by first class, prepaid, registered or certified mail, or sent by courier, or by a reputable overnight mail courier, in each case to the address set forth below (or at such other address designated by written notice given to the other party):

TENANT'S ADDRESS FOR NOTICE:

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LANDLORD'S ADDRESS FOR NOTICE:

City of Mission  
c/o Brian Scott, Assistant City Administrator/Finance Director  
6090 Woodson  
Mission, Kansas 66202

14. LEGAL FEES: In the event a lawsuit shall be brought by Landlord as against Tenant for enforcement of Landlord's rights under this Agreement, Landlord shall be entitled to recover all reasonable legal expenses incurred as a result of such lawsuit, including reasonable attorneys' fees.

15. COMMISSIONS: Landlord and Tenant each represent to the other that no real estate commissions are due with respect to this Lease.

16. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the date indicted below.

ATTEST:

\_\_\_\_\_

LANDLORD:  
City of Mission, Kansas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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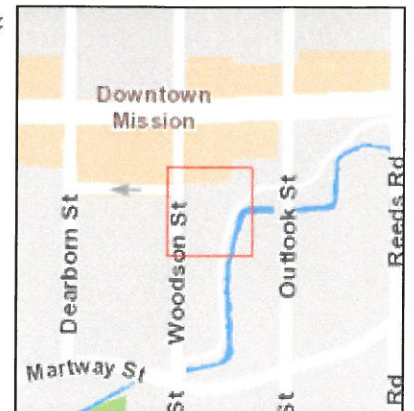
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### KP27500000 0224A

#### LEGEND

AIMS Imagery: Current Imagery (2016)

*General location of proposed Dumpster Enclosure*



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<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	May 29, 2017
<b>Administration</b>	From:	Brian Scott

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

**RE:** Granting of an easement by the City of Mission to the owner of property at 7070 Martway (Panera Bread) for access across City owned property at 7080 Martway.

**RECOMMENDATION:** Approve the easement granting access across Johnson County Parcel KF251208-2020 to Original Bread (7070 Martway) allowing motor vehicles to cross the parcel to access the restaurant.

**DETAILS:** Original Bread, Inc. is the owner of the Panera Bread Company restaurant located at 7070 Martway in the City of Mission. Original Bread is in the process of selling the property to another Panera Bread Company operator. A review of the title associated with the property shows that there is an easement that was granted to Original Bread by William Neff, then owner of 7080 Martway, for access across the parcel (KF251208-2020) that is immediately to the north of the restaurant. This parcel is part of the larger group of parcels that made up the former Neff printing company property, now owned by the City of Mission.

In order to clear the title to the property at 7070 Martway and conclude the sale, Original Bread has requested that the City, as the current owner, provide the easement to Original Bread that will allow for motor vehicles to cross the parcel to access the restaurant.

The necessary easement documents were drafted by the City Attorney to accommodate this request. An aerial photo showing the parcel (hatched in red) in relation to the larger property (outlined in heavy black) and the restaurant itself has also been included for your reference.

**CFAA CONSIDERATIONS/IMPACTS:** N/A

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO AUTHORIZE THE GRANT OF A NONEXCLUSIVE EASEMENT TO ORIGINAL BREAD, INC. CONCERNING REAL PROPERTY LOCATED NEAR 7080 MARTWAY, MISSION, JOHNSON COUNTY, KANSAS.**

**WHEREAS**, the City of Mission owns real property located at 7080 Martway, Mission, Johnson County, Kansas (the “Real Property”) just west of the Panera Bread Restaurant and legally described on Exhibit “A” attached hereto and incorporated herein by reference; and

**WHEREAS**, when the City of Mission acquired the Real Property, it was subject to a nonexclusive easement previously granted to Original Bread, Inc. (“Grantee”) for right-of-way access to the Grantee’s property and parking for Grantee’s employees and customers, pursuant to that Easement Agreement dated October 5, 2004, executed by the former owner of the Real Property, William L. Neff in favor of the Grantee that was filed with the Johnson County Register of Deeds Office on October 19, 2004 as Document Number 20041019-0006754 in Book 200410 at Page 006754 (the “Original Easement”); and

**WHEREAS**, pursuant to the Original Easement, the Grantee is to maintain the Real Property; and

**WHEREAS**, the Original Easement has expired and the Grantee has asked the City of Mission to renew the easement; and

**WHEREAS**, until the City of Mission has determined another use of the Real Property it would be advantageous to the City of Mission to grant a similar nonexclusive easement to the Grantee which would provide that the Grantee continue to maintain the Real Property; and

**WHEREAS**, the City of Mission should renew the Original Easement for an additional five (5) year term subject to the City of Mission’s right to terminate the easement upon a ninety (90) written notice to the Grantee; and

**WHEREAS**, a new Easement Agreement, similar to the Original Easement, that was been prepared by the City’s Attorney and approved by the Grantee has been presented to the City Council for consideration (the “Easement Agreement”); and

**WHEREAS**, the Easement Agreement is subject to the approval by the City of Mission City Council; and

**WHEREAS**, the City Council approves the grant of the nonexclusive easement in favor of the Grantee pursuant to the Easement Agreement.

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

**Section 1.** The City of Mission shall grant to the Grantee a nonexclusive easement concerning the Real Property pursuant to the Easement Agreement presented to the City Council.

**Section 2.** The City Administrator for the City of Mission is hereby authorized to take any and all action necessary to obtain the proper execution of the Easement Agreement and have it properly recorded with the Register of Deeds for Johnson County, Kansas.

**THIS RESOLUTION IS PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF MISSION**, this \_\_\_\_ day of \_\_\_\_\_, 2017.

**THIS RESOLUTION IS APPROVED BY THE MAYOR** this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Steve Schowengerdt, Mayor

ATTEST:

By \_\_\_\_\_  
Martha Sumrall, City Clerk

PREPARED BY:

PAYNE & JONES, CHARTERED

By \_\_\_\_\_  
David K. Martin, #09206  
11000 King, Suite 200  
P. O. Box 25625  
Overland Park, KS 66225-5625  
(913) 469-4100  
(913) 469-8182  
ATTORNEY FOR THE CITY OF MISSION

**EXHIBIT "A"**

Beginning at a point 412.18 feet South of and 80 feet East of the Northwest Corner of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 8, Township 12, Range 25, Johnson County, Kansas; thence East 96.36 feet; thence South 187.91 feet; thence West 96.36 feet to a point 80 feet East of the West line of the said Quarter, Quarter Section; thence North 187.91 feet to the point of beginning, containing 18,107 square feet.

Document: Easement Agreement

Grantor: City of Mission, Kansas  
6090 Woodson  
Mission, Kansas 66202

Grantee: Original Bread, Inc.  
d/b/a Panera Bread Company  
PO Box 2817  
Wichita, KS 67201

Legal Description: See Exhibit "A" and Exhibit "B"

## EASEMENT AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between CITY OF MISSION, KANSAS, a Kansas municipal corporation, 6090 Woodson, Mission, KS 66202 (“Grantor”), and ORIGINAL BREAD, INC., a Kansas corporation, d/b/a Panera Bread Company, P.O. Box 2817, Wichita, KS 67201 (“Grantee”).

### W I T N E S S E T H:

WHEREAS, Grantor is the owner of a certain parcel of real property located in Mission, Johnson County, Kansas, more particularly described as follows:

See attached Exhibit A

(hereinafter referred to as “Parcel A”); and

WHEREAS, Grantee is the owner of a parcel of real property located in Mission, Johnson County, Kansas, adjacent to Parcel A and more particularly described as:

See attached Exhibit B

(hereinafter referred to as “Parcel B”); and

WHEREAS, Grantor desires to grant a non-exclusive easement to Grantee for the purposes and upon the terms and conditions contained herein with respect to Parcel A (also referred to herein as the “Easement Property”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Grant of Easement.

A. Subject to the terms and conditions contained herein, Grantor grants and conveys a non-exclusive easement to Grantee, and its business invitees, licensees and employees for the non-exclusive use and right-of-way for the passage of motor vehicles and pedestrian traffic through, upon and across the Easement Property.

B. The rights and easements created and granted hereby include the construction and maintenance of a driveway to provide right-of-way and access to and from the parking areas located on Parcel B and the construction of additional parking spaces as space permits.



2. Term.

The use and enjoyment of the rights and easements granted herein shall commence upon the execution hereof and except as provided herein shall continue for five (5) years and so long thereafter as there exists a Panera Bread establishment on Parcel B. The Grantor shall have the unilateral right to terminate the rights and easements granted herein upon a ninety (90) day written notice to Grantee or its authorized assigns. At the end of said notice period, the Grantor shall file and record a termination of this Agreement.

3. Maintenance of Driveway and Parking Spaces.

Grantee agrees to assume the obligation of maintenance with respect to the easement granted herein and, in particular, with respect to the driveway and additional parking spaces. Such maintenance shall include ongoing maintenance of the driveway and parking spaces in good repair and in a condition comparable to the condition of the driveway and parking spaces upon initial construction and, additionally, shall make any repairs to the driveway and parking spaces necessitated by ordinary wear and tear or unusual circumstances which create damage to the driveway and parking spaces. Additionally, Grantee agrees to keep the driveway and parking spaces free of debris and snow and to treat them for snow and ice consistent with applicable City ordinances and the maintenance of its own property.

4. Covenants Running with Land.

Except as set forth herein, the rights and easements granted hereby shall run with the land and inure to the benefit of, and be binding upon the parties hereto, their permitted assigns, and all persons claiming rights thereunder.

5. Miscellaneous.

A. Nothing contained in this Easement Agreement nor any acts of the parties shall be deemed or construed by the parties, or any of them, or any third person, to create the relationship of principal and agent, or of partnership, or joint venture, or of any association between or among any of the parties.

B. Any notice or other communication required to be given by any party hereto to any other party hereto shall be in writing and shall be given by mailing the same first class, postage prepaid, certified mail, return receipt requested, addressed to such party at its last known address.

C. If any portion of this Easement Agreement shall be hereafter held unenforceable, the remainder shall nonetheless remain in full force and effect.

D. This writing contains the entire agreement between the parties hereto relating to the subject matter described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF MISSION, KANSAS**

**ORIGINAL BREAD, INC.**

By: \_\_\_\_\_  
Steve Schowengerdt, Mayor

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“GRANTOR”

“GRANTEE”

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared Steve Schowengerdt and acknowledged to me that he executed the above instrument of his own free will as his voluntary act.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My Appointment Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Original Bread, Inc., and acknowledged to me that he/she executed the above instrument on behalf of his/her own free will as his/her voluntary act.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My Appointment Expires:

\_\_\_\_\_  
PJ-939488-v1

**EXHIBIT "A"**

Beginning at a point 412.18 feet South of and 80 feet East of the Northwest Corner of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 8, Township 12, Range 25, Johnson County, Kansas; thence East 96.36 feet; thence South 187.91 feet; thence West 96.36 feet to a point 80 feet East of the West line of the said Quarter, Quarter Section; thence North 187.91 feet to the point of beginning, containing 18,107 square feet.

## **EXHIBIT "B"**

All that part of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 8, Township 12, Range 25, now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Commencing at a point on the west line of the SW  $\frac{1}{4}$  of said Section 8, and 625.09 feet South of the Northwest corner thereof, as measured along said West line, said point also being on the centerline of Martway (60<sup>th</sup> Street), as now established; thence Easterly, along the centerline of said Martway, and along a line parallel to the North line of the SW  $\frac{1}{4}$  of said Section 8, to a point 176.36 feet East of the West line of the SW  $\frac{1}{4}$  of said Section 8; thence Northerly, along a line 176.36 feet East of and parallel to the West line of the SW  $\frac{1}{4}$  of said Section 8, to a point 25 feet North of the centerline of said Martway, said point also being on the Northerly right-of-way line thereof, said point also being the true point of beginning of subject tract; thence continuing Northerly, along a line 176.36 feet East of and parallel to the West line of the SW  $\frac{1}{4}$  of said Section 8, to the Southwest corner of a tract of land as conveyed in warranty deed as filed in Volume 896 at Page 655 in the Office of the Register of Deeds of Johnson County, Kansas; thence Easterly, along the Southerly line and its extension of said warranty deed to a point 225 feet West of the centerline of Broadmoor, as now established; thence Southerly, along a line 225 feet West of and parallel to the centerline of said Broadmoor, to a point 475 feet South of the North line of the SW  $\frac{1}{4}$  of said Section 8; thence Easterly, along a line 475 feet South of and parallel to the North line of the SW  $\frac{1}{4}$  of said Section 8, to a point 203 feet West of the centerline of said Broadmoor; thence Southerly along a line 203 feet West of and parallel to the centerline of said Broadmoor, to a point on the Northerly right-of-way line of said Martway; thence Westerly, along the Northerly right-of-way line of said Martway, to the true point of beginning of subject tract.



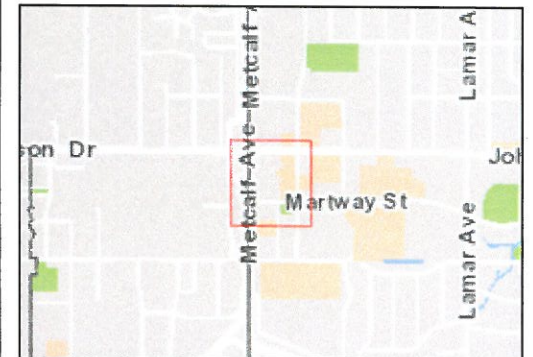
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## Johnson Co AIMS Map

### LEGEND

AIMS Imagery: Current Imagery (2016)

Property



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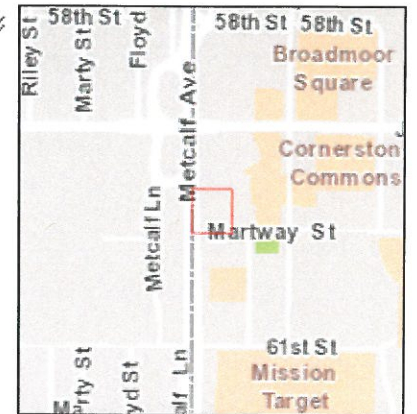


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### KF251208-2020

#### LEGEND

AIMS Imagery: Current Imagery (2016)



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<b>City of Mission</b>	Item Number:	7.
<b>ACTION ITEM SUMMARY</b>	Date:	6/2/2017
<b>Public Works</b>	From:	John Belger

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

**RE:** 2017 Public Works Capital Equipment Purchases

**RECOMMENDATION:** Approve the purchase of two (2) 61” Grasshopper mowers, one (1) Ford F-250 ¾ ton truck, one (1) Ford F-450 1.5 ton truck, one (1) EMAX shop air compressor, and one (1) Billjax towable lift.

**DETAILS:** The 2017 budget included \$315,000 in the Public Works capital line items to fund replacement of vehicles and equipment. The Caterpillar 918 Wheel Loader was purchased earlier this year for \$122,204. The budget for replacing the wheel loader was \$175,000.

Quotes were solicited for each of the items scheduled for replacement in 2017. The quotes are summarized in the tables below with descriptions for each item.

<b>Mowers (2)</b>	<b>Vendor</b>	<b>Price</b>
Grasshopper 327EFI 61”	Keister Equipment	\$19,801.20
Dixie Chopper Classic 60”	Keister Equipment	\$20,797.56
Exmark Lazer FX921	Kansas Golf and Turf	\$22,536.00

Over the past few years, the number of mowers at Public Works has been reduced from eight to four. This is due to contracting mowing services in 2010. Although we do not perform the majority of the City’s mowing activities in house, there is still a need for mowers in the fleet. The mowers are used for miscellaneous mowing and mulching leaves in the fall. These mowers will replace two current mowers, which will be declared surplus and sold. Staff recommends purchasing two Grasshopper 327 mowers. These units are equipped with Electronic Fuel Injection (EFI) which will reduce emissions and increase fuel efficiency. Budget for the replacement of the mowers is \$20,000.

<b>Ford F-250</b>	<b>Vendor</b>	<b>Price</b>
F250 Extended Cab	Olathe Ford	\$30,365.00
F250 Extended Cab	Midway Ford	\$30,912.38

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-20-403-03 (PW Vehicles) & 01-20-403-06 (PW Equipment)
Available Budget:	\$115,000 and \$200,000 respectively



<b>City of Mission</b>	Item Number:	7.
<b>ACTION ITEM SUMMARY</b>	Date:	6/2/2017
<b>Public Works</b>	From:	John Belger

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

The Ford F-250 will replace Truck #529, a 2004 Chevrolet Silverado 1500. This truck is currently used by Parks & Recreation for various tasks. It is three years behind on the replacement schedule. The new truck will be used by Public Works and a similarly equipped truck, currently in our fleet, will be rotated into service for the Parks & Recreation Department. Truck #529 will be surplused and sold. Budget for the replacement of this truck is \$35,000.

<b>Ford F-450</b>	<b>Vendor</b>	<b>Price</b>
F450 Extended Cab	Olathe Ford	\$66,867.00
F450 Extended Cab	Midway Ford	\$69,545.68

The F-450 will replace Truck #550, a 2004 Ford F-450. This truck is used for street maintenance and snow plowing activities. The total cost includes both vehicle and upfitting costs. American Equipment provides and installs all of the equipment, such as the bed, lights, plow, and spreader. Truck #550 will be surplused and sold. Budget for the replacement of this truck is \$80,000.

<b>Air Compressor</b>	<b>Vendor</b>	<b>Price</b>
EMAX EP15	EMax	\$3,329.00
Ingersoll-Rand	NAPA	\$3,455.68
Mi-T-M	Anderson Rental	\$5,549.00

The air compressor will replace the current shop air compressor at the Public Works Building. This air compressor (1984 model) runs all of the air tools at Public Works. The current compressor will be surplused and sold. Budget for the replacement of the air compressor is \$5,000.

As presented, the recommended purchases included in this action item result in savings of approximately \$39,439. Staff recommends: 1) transferring the savings to the Equipment Replacement Fund; and, 2) depositing proceeds from the sale of the surplused vehicles and equipment to the Equipment Replacement Fund. Savings from the wheel loader purchase will be discussed later in the 2018 budgeting process.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-20-403-03 (PW Vehicles) & 01-20-403-06 (PW Equipment)
Available Budget:	\$115,000 and \$200,000 respectively

<b>City of Mission</b>	Item Number:	7.
<b>ACTION ITEM SUMMARY</b>	Date:	6/2/2017
<b>Public Works</b>	From:	John Belger

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

**CFAA CONSIDERATIONS/IMPACTS: N/A**

Related Statute/City Ordinance:	NA
Line Item Code/Description:	01-20-403-03 (PW Vehicles) & 01-20-403-06 (PW Equipment)
Available Budget:	\$115,000 and \$200,000 respectively

<b>City of Mission</b>	Item Number:	8.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	5/23/2017
<b>PUBLIC WORKS</b>	From:	John Belger

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

**RE: 2017 Mowing Services Contract Renewal**

**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 time.

Cost savings are realized by not having the capital expenditures and maintenance cost of equipment required to maintain 60+ acres of public space. The number of employees dedicated to this service also drove the cost higher. Seasonal workers were brought on in the summer months for the sole purpose of mowing.

Reallocation of time is another benefit to contractual mowing. Staff time can be utilized to perform 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. The current contract includes approximately 60 acres. Initially, the contract included park space and city owned lots. Over time, the contract began to cover other spaces such as KDOT Right-of-Ways, guardrail mowing, and trails. 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 may be renewed in one year increments through 2018 at an amount not to exceed 3% annually. Kansas Land Management had requested a 3% increase for the 2017 contract, and staff intends to exercise the option to renew with KLM for the 2017 season at a total annual cost of \$74,189.87 (increase of \$2,160.87).

**CFAA CONSIDERATIONS/IMPACTS: N/A**

Related Statute/City Ordinance:	
Line Item Code/Description:	01-20-212-06 Service Contracts
Available Budget:	\$175,000

# 2014 Public Property Mowing Services



**City of Mission  
Johnson County, Kansas**

**ADDENDUM – 2017 Mowing Specifications**

## **Contract Addendum Agreement**

**THIS AGREEMENT** made and entered into this date, \_\_\_\_\_ 2017 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 2017 mowing season as stipulated in Article V. "Term" of the Contract Agreement with a price increase not to exceed \$74,189.87.

### **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 Director 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. 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

\_\_\_\_\_  
John Belger, Public Works Director

\_\_\_\_\_  
Bill Fletcher, Owner

**CITY OF MISSION, KANSAS**

**Kansas Land Management**

<b>City of Mission</b>	Item Number:	9.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	5/23/2017
<b>PUBLIC WORKS</b>	From:	John Belger

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

**RE: 2017 Streetlight Maintenance Contract - Black & McDonald**

**DETAILS:** Prior to 2013, KCP&L owned, operated, and maintained the streetlight infrastructure in Mission. During this time, many municipalities in the metro began purchasing these systems from KCP&L after realizing the potential cost savings of operating their own streetlight networks.

Mission acquired the streetlight system in 2013, and a total of 843 streetlights are maintained as a part of this contract. One of the conditions of the acquisition was that the City had to agree to contract with a KCPL-approved firm/contractor for the street light maintenance.

The City does not have the personnel or technical expertise to perform maintenance on the street lights, so we have to rely on a contractor to provide these services. Since the City acquired the system, Black & McDonald has performed maintenance and repair on streetlights citywide. Prior to the City's ownership of the lights, Black & McDonald performed the same services as a contractor working on behalf of KCP&L.

The initial term of this agreement ran through December 31, 2014 with an option to renew for three additional one year periods unless the City notified Black & McDonald of its intent not to renew at least 30 days before the expiration of the current annual contract term. This contract will be rebid later this year.

The contract stipulates that annual increases may not exceed 3%. The 2017 contract renewal proposes a 3% increase, and staff intends to exercise the renewal option for a total estimated annual cost of \$40,885.50 (an increase of \$1,188.63).

**CFAA CONSIDERATIONS/IMPACTS: N/A**

Related Statute/City Ordinance:	
Line Item Code/Description:	01-20-212-06 Service Contracts
Available Budget:	\$175,000

February 8, 2017

City of Mission, Kansas  
John Belger, Public Works  
4775 Lamar Ave  
Mission, KS 66202

RE: Renewal of Streetlight Maintenance Agreement

Dear John,

We have reached the end of the third year of the Streetlight Maintenance Agreement. It has been a pleasure to work with you and your staff over the past three years and I hope we are fulfilling your needs to the fullest extent.

Upon review of the contract documents, I do not see an annual price escalation clause or calculation. I would like to propose a 3% escalation to cover our yearly cost increases from our Local 53 Union and material vendors.

Current number of lights under contract: 843  
Current annual unit price: \$47.09 per fixture  
Annual contract price: \$39,696.87

Escalation of 3%

New annual unit price: \$48.50 per fixture  
New contract annual price: \$40,885.50

Please let me know if this is acceptable to you and I will invoice accordingly.

Thanks again for allowing us to provide your Streetlight Maintenance. I look forward to hearing from you.

Regards,



Jennifer Mathes  
Manager, Streetlight Maintenance Services  
Black & McDonald

<b>City of Mission</b>	Item Number:	10.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	May 26, 2017
<b>COMMUNITY DEVELOPMENT</b>	From:	Danielle Sitzman

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

**RE:** EPC Real Estate-Mission Trails Preliminary Site Plan

**DETAILS:** In October of 2016, the subject property was purchased from Waddell & Reed by R.H. Johnson Company. Since the time of purchase, the ownership group has marketed the property for sale and redevelopment. At this time the applicant, Steve Coon of EPC Real Estate, is requesting a preliminary site plan approval for redevelopment of the site into a mixed use building consisting of retail, office and housing.

The applicant is proposing a 5-story mixed use building containing apartments, retail space and offices on a 2.8 acre infill site in the downtown near the southwest corner of Johnson Drive and Beverly Avenue. Ground floor uses fronting Johnson Drive would include a restaurant and several small retail/service spaces as well as leasing offices and a clubroom/community room. Two hundred apartments wrapping around an internal courtyard would be located on floors two through five as well as behind the Johnson Drive frontage on the ground floor. A four level parking garage would be located adjacent to the building to the southeast.

The preliminary plan submitted for review by the Planning Commission includes the following total planned square footage by use:

	<b>Use</b>	<b>Approximate Area</b>
Retail	Restaurant/Retail/Service	7,500 Sq Ft
Residential	200 units	203,125 Sq Ft
Office	Leasing	2,500 Sq Ft
	<b>Total</b>	<b>213,125 Sq Ft</b>
<b>Parking Provided</b>	<b>Surface (inc on-street)</b>	<b>Structured (inc. public)</b>
	38 stalls	287 stalls

### **Planning Commission Action**

The Planning Commission, at their May 22, 2017 meeting, voted 6-2 to recommend approval of the preliminary site plan to the City Council with the following stipulations:

1. Approval of the requested deviation to height to allow a maximum building height of five stories and/or 65 feet.
2. Approval of the requested deviation to allow for residential and offices uses on the ground floor with the condition that retail and service uses be required to make up the majority of the Johnson Drive frontage.
3. A final traffic study and final stormwater drainage design plan must be submitted for review with the final site plan. The appropriate text, maps, drawings and tables must be included.

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



<b>City of Mission</b>	Item Number:	10.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	May 26, 2017
<b>COMMUNITY DEVELOPMENT</b>	From:	Danielle Sitzman

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

- Staff reserves the right to provide additional comments or stipulations on development plans until all traffic or storm drainage related concerns have been addressed.

A public hearing was conducted and comments were received related to the building height, architectural style of the building, traffic, trash collection, market demand for multi-family housing, density, and off-street parking. A copy of the staff report and minutes from the May 22, 2017 Planning Commission meeting will be provided prior to the Council meeting on June 21st.

Staff facilitated two public meetings at the request of the residents of Mission Square, located to the south and west of the subject property. During one meeting, the developer made a presentation and spent approximately two hours answering questions. Written questions from several residents of Mission Square were received earlier this week, and those questions/and responses (where available) are included in the packet, and made available to all residents of that facility.

#### **Municipal Code**

According to Section 440.175 of the Municipal Code, after the Planning Commission submits a recommendation, and the reasons therefore, the City Council may:

- Approve and adopt such recommendation;
- Override the Planning Commission recommendations by two-thirds (2/3) majority vote of the City Council; or
- Return such recommendations to the Planning Commission with a statement specifying the basis for the City Council's failure to approve or disapprove.

**CFAA CONSIDERATIONS/IMPACTS:** Redevelopment of this property with a mix of uses including multi-family housing helps support a vibrant downtown by creating a market for a variety of sales and services. Efficient use of land by dense infill projects such as this helps support a transit system.

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

## Project Narrative

Date April 10, 2017

**Revised May 12, 2017**

Mission Trails

Mission Kansas

Residential Mixed-Use

Johnson Drive and Beverly Avenue

The Preliminary Plan application for Mission Trails is a residential mixed use development, located on the southwest corner of Johnson Drive and Beverly Avenue and is currently the location of a single level office building. Immediately on the corner is the restaurant referred to as The Bar. The proposed development consists of a five level residential building, surrounding interior amenities courtyard, with a four level parking garage located behind The Bar and on Beverly Avenue.

We respectfully request the approval of the submitted Preliminary Plans and the additional following conditions:

1. Installation of a diagonal streetscape parking on Johnson Drive, with additional ROW to be provided and Plated with the Final Plan approval.
2. Deviation from the allowed (3) three-story and 45 feet height, to (5) five story and 65 feet in allowed building height.
3. Request for an open air or no building easement, on the southern adjacent city property for approximately 8-9 feet on the south side of the parking garage to permit this side to remain open to the south. This area is currently approximately 30 feet of grass to the Community Center parking lot. Building Code will require 10 foot clearance from property line on each side of the Parking garage to remain open (not a 3 hour rate wall with no openings) and the existing property width would not permit both sides to remain open.
4. Deviation from the strict language of the Design Guidelines, to permit the street frontage retail at a reasonable depth along Johnson Drive. The interpretation that the entire first level be retail or office is not appropriate for the foot print of this building. The depth of the building is over 270 feet. Traditional industry standards for retail depths vary from 40 to 80 feet. The surrounding retail along Johnson Drive is also within this parameter.

The residential portion of the project will consist of 200 units in approximately 203,125 SF. The retail/restaurant on the south east corner will be approximately 5,000 SF surrounding a covered 2,500 square-foot courtyard area. The Retail presence on Johnson Drive will consist of the leasing office, a style bar, massage therapy and fitness center. This will equate to ground level retail of approximately

10,000 SF not including the 2,500 SF open covered courtyard. Total gross building area would be 213,215 SF

Parking consists of the addition of 21 diagonal street parking, continuing the current development theme within downtown, 17 reserve spaces for the restaurant area on the entrance drive, and a parking garage consisting of 287 parking stalls for a total of 325 Parking stalls. The residential parking will be gated upper level structured parking of 235 parking spaces that will connect direct to the 2-4 floor levels. The parking garage spaces there are currently 52 public parking spaces on the ground level that connects to Beverly Avenue. The 52 public parking spaces are still in discussion with city for quantity needed and public financing.

The Downtown District does not have any specific parking requirements, however based on the developers past experience, they are proposing providing 1 parking stall for each one bedroom apartment or studio, and 1.5 parking stalls for each two bedroom apartment. Which would require a total of 225 parking spaces based on the current apartment mix?

EPC has developed several Mixed Use projects and the parking requirements have varied from project to project based on Municipality requirements. The current projects under design and construction, where permitted, has now established the current standard of 1 parking stall per 1 bedroom and 1.5 parking stalls per 2 bedrooms. The most common requirement has been one parking stall per bedroom. Based on practical experience and review of their stabilized properties this requirement has proved to be excessive with stalls remaining empty. This is of particular concern when the parking for the residences is structured parking.

EPC's first structured garage residential project was Village at Mission Farms. It was parked at a required ratio of 1stall/1BR and 2 stalls/2BR at a 45/55 split. The result was a 1.6 space per apartment ratio and was over parked by approximately 40 spaces or roughly 20%.

Their 51 Main projects had a lower requirement at 1 stall/1BR and 1.75 stalls/2BR at a 65/35 split and was a 1.3 spaces per unit ratio and was over parked by approximately 25 spaces or roughly 10%.

The Mission Trails project is proposed at the current standard of 1 stall/1BR and 1.5 stall /2BR at a 75/25 split and was roughly a 1.2 spaces per unit ratio with provided parking.

The exterior design is a Mission style with stone bases, stucco, Spanish concrete tile roofs and synthetic wood timber canopy elements. The massing of the building is sensitive to the streetscape environment and has only four stories on the southeast corner and the fifth level, where provided are stepped back from the front to reduce the overall façade massing. The Mission style is consistent with the existing architectural character of the Sylvester Powell center to the South of this project site and in particular the Capital Federal building at the corner of Johnson Drive and Nall. The overall street presence enhances a pedestrian scale for a walkable public streetscape as well as the courtyard providing for covered amenity areas that provides for public gatherings as well as restaurant users and for the

enjoyment of the surrounding neighborhood. The retail presence has a variety of exterior entrances and protected canopies for signage identification and an anticipated blade sign program.

The interior residence amenity courtyard is anticipated to have a pool, BBQ grills and trellises and fire pits of the residences. The trash and loading dock are internal and enclosed and accessed off of the interior drive from Johnson Drive.

# PRELIMINARY DEVELOPMENT PLAN

## MISSION TRAILS

### MISSION, KANSAS

**kloverarchitects**  
INCORPORATED  
10955 LOWELL AVENUE, SUITE 700 • OVERLAND PARK, KS 66210  
ph: 913.649.8181 • fx: 913.649.1275 • www.klover.net

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DIMENSIONS SHOWN on to finish face of a material unless otherwise indicated. CLIMATE & MOISTURE dimensions - DO NOT SCALE drawings unless otherwise directed.

project title

MISSION TRAILS

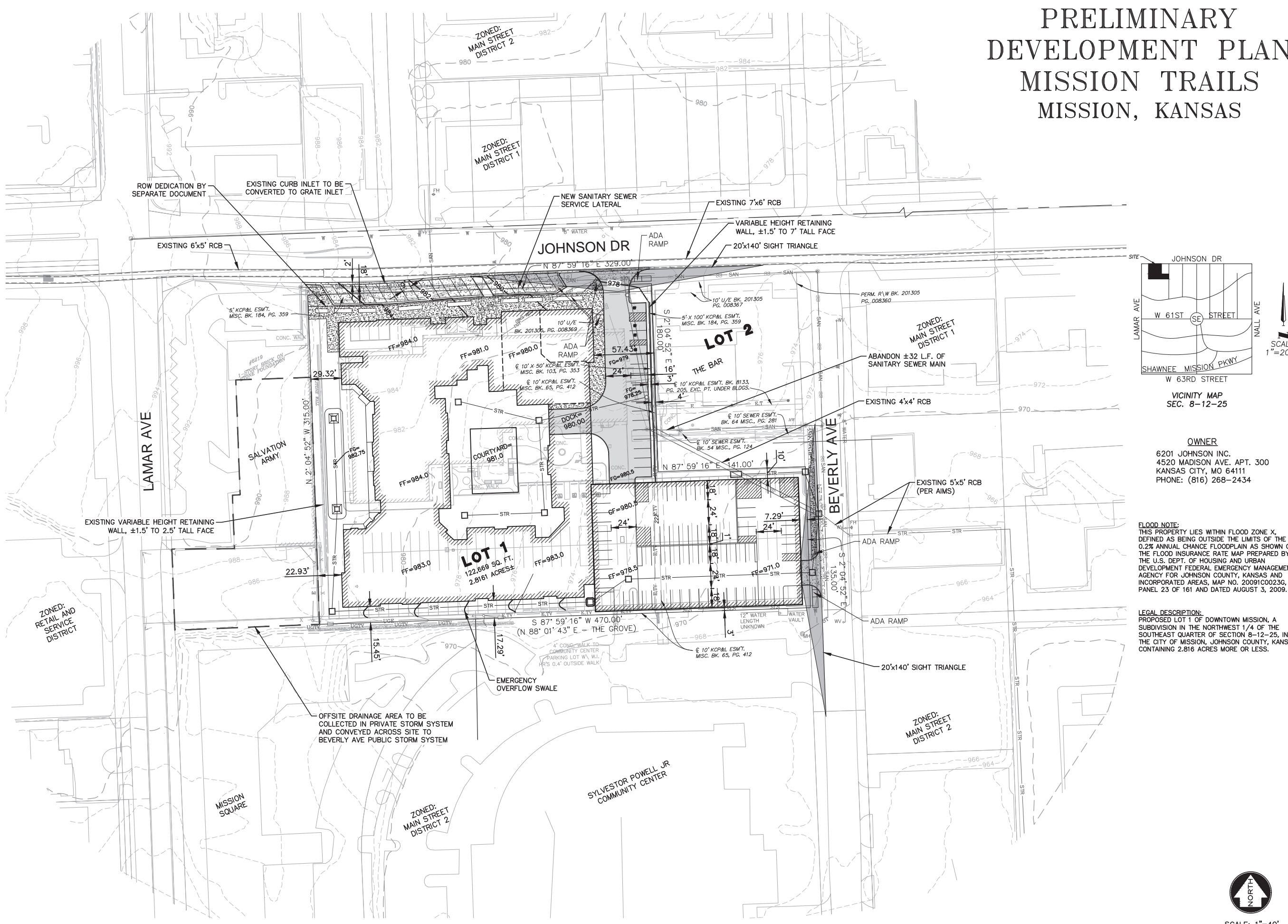
JOHNSON DRIVE  
MISSION, KS

project number  
17042.001  
drawing issuance  
PDP SUBMITTAL 04.10.17  
drawing revisions  
No. Description Date  
1 CITY COMMENTS 5/12/17

professional seal

drawing title  
CIVIL  
PRELIMINARY DEVELOPMENT PLAN  
drawing number

**C100**



**OWNER**  
6201 JOHNSON INC.  
4520 MADISON AVE. APT. 300  
KANSAS CITY, MO 64111  
PHONE: (816) 268-2434

**FLOOD NOTE:**  
THIS PROPERTY LIES WITHIN FLOOD ZONE X, DEFINED AS BEING OUTSIDE THE LIMITS OF THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT FEDERAL EMERGENCY MANAGEMENT AGENCY FOR JOHNSON COUNTY, KANSAS AND INCORPORATED AREAS, MAP NO. 2009IC0023G, PANEL 23 OF 161 AND DATED AUGUST 3, 2009.

**LEGAL DESCRIPTION:**  
PROPOSED LOT 1 OF DOWNTOWN MISSION, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHWEST QUARTER OF SECTION 8-12-25, IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, CONTAINING 2.816 ACRES MORE OR LESS.



SCALE: 1"=40'  
40 20 0 40

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PERMITTED DIMENSIONS: This drawing is a single component of a set of drawings and shall not be used or reproduced in any way without the written consent of Klover Architects, Inc. The Contractor shall be responsible for obtaining any necessary permits and for coordinating with the appropriate authorities to obtain any necessary permits. The Contractor shall be responsible for obtaining any necessary permits and for coordinating with the appropriate authorities to obtain any necessary permits.

VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION. Measurement of wall conditions reflects the condition of the building at the time of the drawing. The Contractor shall be responsible for obtaining any necessary permits and for coordinating with the appropriate authorities to obtain any necessary permits. The Contractor shall be responsible for obtaining any necessary permits and for coordinating with the appropriate authorities to obtain any necessary permits.

DIMENSIONS SHOWN are to finish face of a member unless otherwise indicated. CURB & RESIDE dimensions - TO FINISH CURB & RESIDE UNLESS OTHERWISE INDICATED.

MISSION TRAILS  
 JOHNSON DRIVE  
 MISSION, KS

project number  
 17042.001  
 drawing issuance  
 PDP SUBMITTAL 04.10.17  
 drawing revisions  
 No. Description Date  
 1 CITY COMMENTS 5/12/17

professionalseal

drawing title  
 PRELIMINARY LANDSCAPE PLAN  
 drawing number






**L100**

**LANDSCAPE PLAN NOTES:**

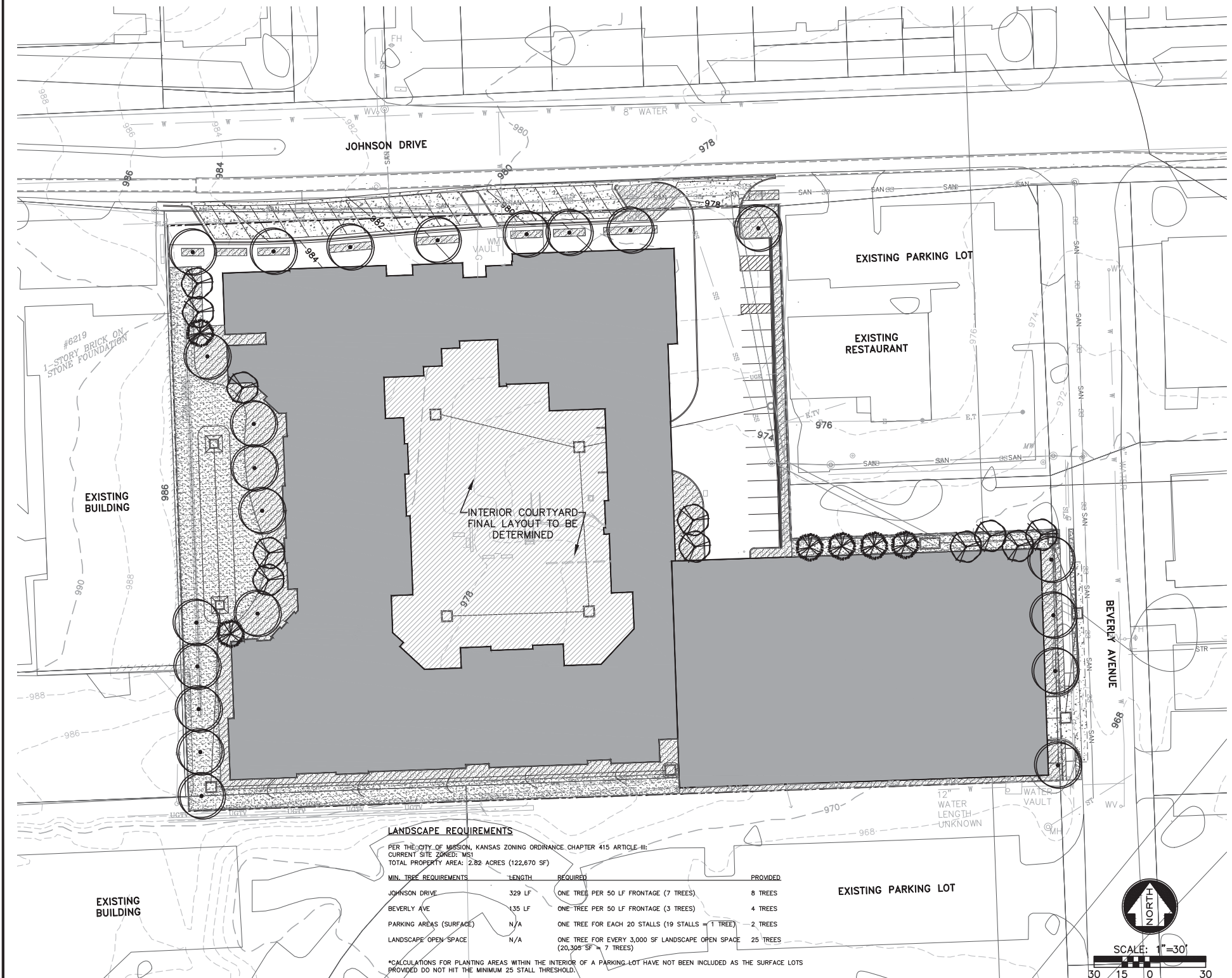
1. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES, IRRIGATION PIPING AND DRAINAGE STRUCTURES BEFORE COMMENCING WORK. INFORMATION SHOWN ON PLAN IS FROM AVAILABLE INFORMATION AND ALL LOCATIONS SHOWN SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE TO ANY OF THE PREVIOUSLY LISTED ITEMS.
2. CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL QUANTITIES PRIOR TO PLANTING. ANY DISCREPANCIES WITH THE PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE PLAN QUANTITIES SHALL SUPERCEDE SCHEDULED QUANTITIES.
3. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES SHOWN PRIOR TO PLANTING. QUANTITIES PROVIDED ARE FOR CONVENIENCE ONLY AND CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND INSTALLING THE QUANTITY OF PLANT MATERIALS SHOWN ON THE PLANS. ANY DISCREPANCIES SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT. ALL PLANT MATERIAL TO BE SPACED AS SHOWN, UNLESS OTHERWISE NOTED.
4. LOCATION AND PLACEMENT OF ALL PLANT MATERIAL SHALL BE STAKED OR LAID OUT IN THE FIELD AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
5. NO SUBSTITUTION (INCL. CULTIVARS) SHALL BE ACCEPTED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.
6. ALL PLANT MATERIAL SHALL BE OF EXCELLENT QUALITY, FREE OF DISEASE & INFESTATION—TRUE TO TYPE, VARIETY, SIZE SPECIFIED, & FORM PER ANSA STANDARDS.
7. ALL TREES & MULCH BEDS (UNLESS ROCK MULCH) SHALL RECEIVE 3" MIN. OF SHREDDED DARK BROWN PREMIUM HARDWOOD MULCH, AS DETAILED. ADD PREEN OR SNAPSHOT TO BEDS BEFORE & AFTER MULCHING FROM MARCH 1 TO OCTOBER 1. IF WINTER INSTALLATION, RETURN NEXT SPRING & INSTALL PREEN/SNAPSHOT WITH NEW MULCH.
8. TREE TIES SHALL BE DEWITT 20" STRAPS FOR TREE STAKING. USE 10 GAUGE ELECTRIC WIRE. TREES AND STAKES SHALL BE STRAIGHT, PLUMB AND TAUT. TREE STAKES TO BE REMOVED WINTER OF YEAR 2 AFTER INSTALLATION.
9. CONTRACTOR SHALL THOROUGHLY WATER—IN EACH PLANT IMMEDIATELY FOLLOWING INSTALLATION AND CONTINUE WATERING UNTIL SUBSTANTIAL COMPLETION. CONTRACTOR REQUIRED TO COORDINATE WATERING WITH THE OWNER AFTER SUBSTANTIAL COMPLETION.
10. ALL AREAS OF THE SITE DISTURBED DURING CONSTRUCTION THAT ARE NOT DESIGNATED AS BEDS / PAVEMENT AREAS SHALL BE SODDED WITH 90% TURF-TYPE TALL FESCUE AND 10% BLUEGRASS MIX SOD.
11. ALL LANDSCAPED AND TURF AREAS, INCLUDING STREETSCAPE PLANTERS AND TREES, SHALL BE IRRIGATED WITH AN AUTOMATED SYSTEM. THE CONTRACTOR SHALL PROVIDE A DESIGN TO COVER THE NEW LANDSCAPE AREAS WITH HEAD TO HEAD COVERAGE. ONLY RAINBIRD OR HUNTER IRRIGATION PARTS & EQUIPMENT ARE TO BE USED. DRIP IS PERMITTED. THE DESIGN SHALL PROVIDE ALL PIPES, HEADS, VALVES, CONTROLLER, WIRE, AND SLEEVES. SLEEVES SHALL BE INSTALLED BY THE GENERAL CONTRACTOR AND COORDINATED WITH THE LANDSCAPE / IRRIGATION CONTRACTOR. 4" PVC SLEEVES RECOMMENDED. PLACE SLEEVES AND MARK CLEARLY ABOVE GROUND FOR EASE OF FINDING. COORDINATE BACKFLOW, TAP & METER WITH THE GENERAL CONTRACTOR (GC) AND THE GC'S LICENSED PLUMBER. THE IRRIGATION DESIGN / SUBMITTALS SHALL BE SUBMITTED TO THE OWNER AND OWNER'S REPRESENTATIVE & LA FOR APPROVAL PRIOR TO ORDERING OR INSTALLING ANY MATERIALS FOR THE IRRIGATION SYSTEM. GC SHALL MAKE SURE THAT THE METER & BACKFLOW ARE COVERED IN THE BID, AS THE IRRIGATION CONTRACTOR IS LIKELY TO EXCLUDE THESE ITEMS FROM THE IRRIGATION BED. COORDINATE THESE ITEMS AND SLEEVES.
12. NO TREES SHALL BE PLANTED OVER TOP OF ANY UTILITY LINES OR PIPES. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO PLANTING AND ANY MODIFICATIONS TO TREE LOCATIONS SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT AND APPROVED BY THE CITY PRIOR TO PLANTING.
13. ALL PLANT MATERIALS AND IRRIGATION SYSTEM SHALL BE GUARANTEED FOR 1 YEAR FROM DATE OF SUBSTANTIAL COMPLETION, UNLESS OTHERWISE INDICATED IN THE SPECIFICATIONS. PLANT MATERIALS WILL BE ONE TIME REPLACEMENT AND RECORDS KEPT BY THE LANDSCAPE CONTRACTOR FOR ALL REPLACEMENTS.
14. CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE LANDSCAPE ARCHITECT.
15. IN THE EVENT OF WORK IN OR ON THE JCW SANITARY MAIN, ANY TREES OR PLANTING PLACED WITHIN THE SEWER EASEMENT MAY BE REMOVED WITHOUT REPLACEMENT OR COMPENSATION THEREOF AND SHALL BE REPLACED BY THE PROPERTY OWNER AS REQUIRED BY THE CITY.
16. THIS LANDSCAPE PLAN IS DESIGNED TO BE IN CONFORMANCE WITH THE CITY OF MISSION, KANSAS ZONING CODE. THE LANDSCAPE ARCHITECT WILL COORDINATE CLOSELY WITH THE CITY OF MISSION, KANSAS TO MAKE SURE FINAL DEVELOPMENT AND PERMIT PLANS ARE IN CONFORMANCE WITH THIS CODE.

**2 LANDSCAPE NOTES**  
 NTS

**CONCEPT PLANT SCHEDULE**

	<b>SHADE TREE</b> 2.5" Caliper Ginkgo biloba / Maidenhair Tree Quercus imbricaria / Shingle Oak Tilia cordata 'Chancellor' / Chancellor Linden Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden	22
	<b>ORNAMENTAL TREE</b> 2" Caliper/6'-7' Height Acer griseum / Paperbark Maple Amelanchier x grandiflora 'Autumn Brilliance' / 'Autumn Brilliance' Serviceberry Malus x 'Royal Raindrops' / Royal Raindrops Crabapple	11
	<b>EVERGREEN TREE</b> 6'-7' Height Juniperus virginiana 'Taylor' / Taylor Eastern Redcedar Picea abies / Norway Spruce Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	6
	<b>PLANTING BEDS (1 TO 3 GALLON MATERIALS)</b> Perennial Materials spaced 18"-36" O.C. (typ.)	10,459 sf
	<b>FESCUE SOD</b> Drought-tolerant fescue blend	9,846 sf

**3 CONCEPT PLANT SCHEDULE**  
 NTS

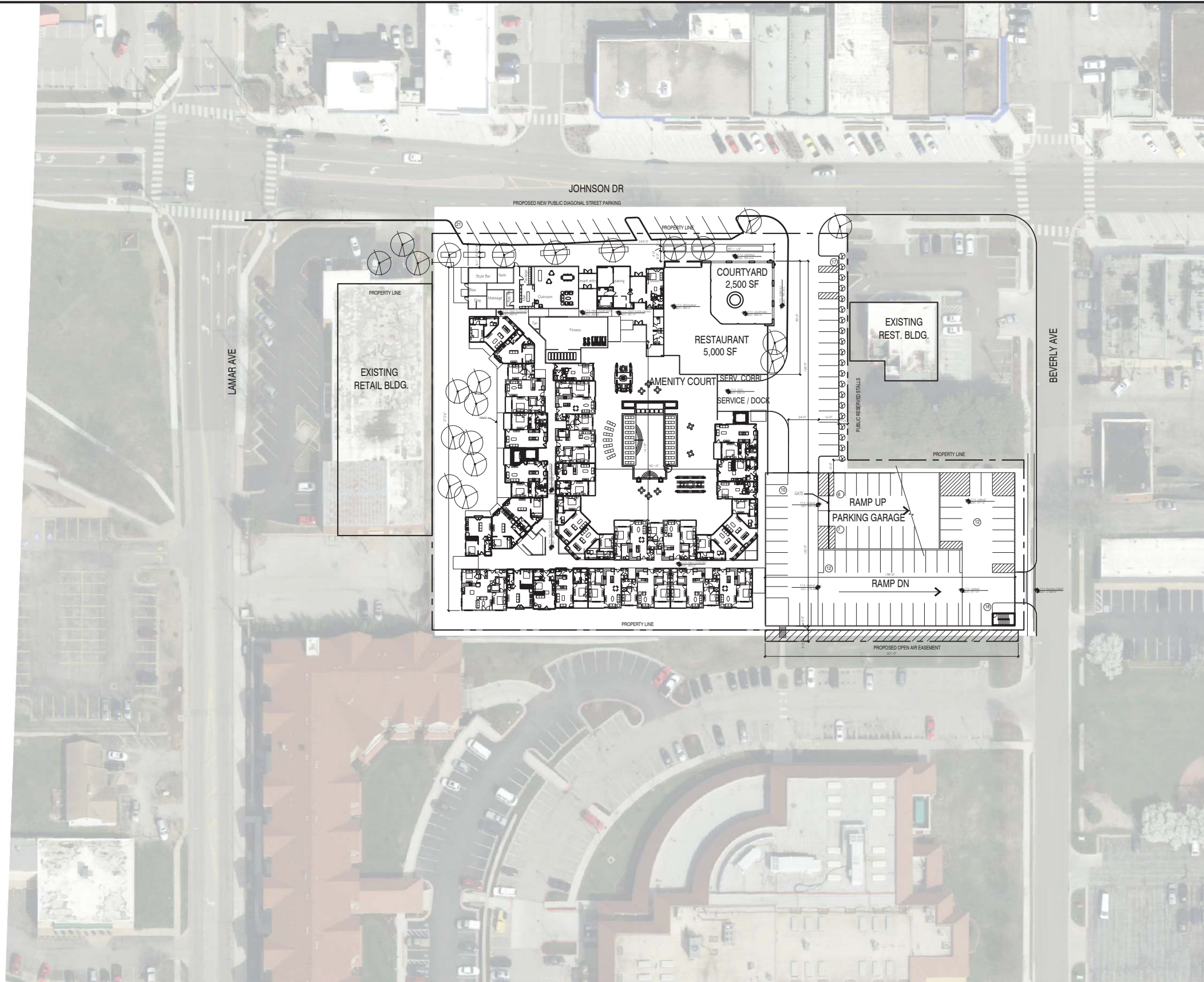


**LANDSCAPE REQUIREMENTS**

PER THE CITY OF MISSION, KANSAS ZONING ORDINANCE CHAPTER 415 ARTICLE III:  
 CURRENT SITE ZONED: M1  
 TOTAL PROPERTY AREA: 2.82 ACRES (122,670 SF)

MIN. TREE REQUIREMENTS	LENGTH	REQUIRED	PROVIDED
JOHNSON DRIVE	329 LF	ONE TREE PER 50 LF FRONTAGE (7 TREES)	8 TREES
BEVERLY AVE	135 LF	ONE TREE PER 50 LF FRONTAGE (3 TREES)	4 TREES
PARKING AREAS (SURFACE)	N/A	ONE TREE FOR EACH 20 STALLS (19 STALLS = 1 TREE)	2 TREES
LANDSCAPE OPEN SPACE	N/A	ONE TREE FOR EVERY 3,000 SF LANDSCAPE OPEN SPACE (20,305 SF = 7 TREES)	25 TREES

\*CALCULATIONS FOR PLANTING AREAS WITHIN THE INTERIOR OF A PARKING LOT HAVE NOT BEEN INCLUDED AS THE SURFACE LOTS PROVIDED DO NOT HIT THE MINIMUM 25 STALL THRESHOLD.



SITE DATA	
SITE ACREAGE:	2.820
5 STORY BUILDING WOOD FRAMING ON POOLUM	
TOTAL UNITS:	200
RESTAURANT:	5,000 SF
COMMERCIAL:	5,000 SF
RESIDENTIAL:	203,125 SF
TOTAL SF:	213,125 SF
COURTYARD NOT INCLUDED 2,500 SF	
<b>PARKING REQUIRED:</b>	
200 UNITS	= 225 STALLS
@ 1 PER 1 BED & 1.5 PER 2 BED	
RETAIL / REST. PARKING	
@ 10 PER 1000 SF	= 50 STALLS
<b>TOTAL REQ:</b>	<b>275 STALLS</b>
<b>PARKING PROVIDED:</b>	
SURFACE STALLS:	38 STALLS
GARAGE STALLS:	287 STALLS
<b>TOTAL PARKING:</b>	<b>325 STALLS</b>
<b>PARKING GARAGE BREAKDOWN:</b>	
OPEN GARAGE PARKING:	52 STALLS
APARTMENT PARKING:	235 STALLS

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project title

MISSION TRAILS  
JOHNSON DRIVE  
MISSION, KS

project number  
17042.001

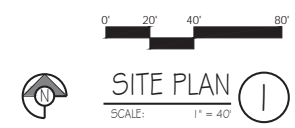
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PDP SUBMITTAL 04.10.17

drawing revisions  
No. Description: Date:  
PDP RESUBMITTAL 05.12.17

professional seal

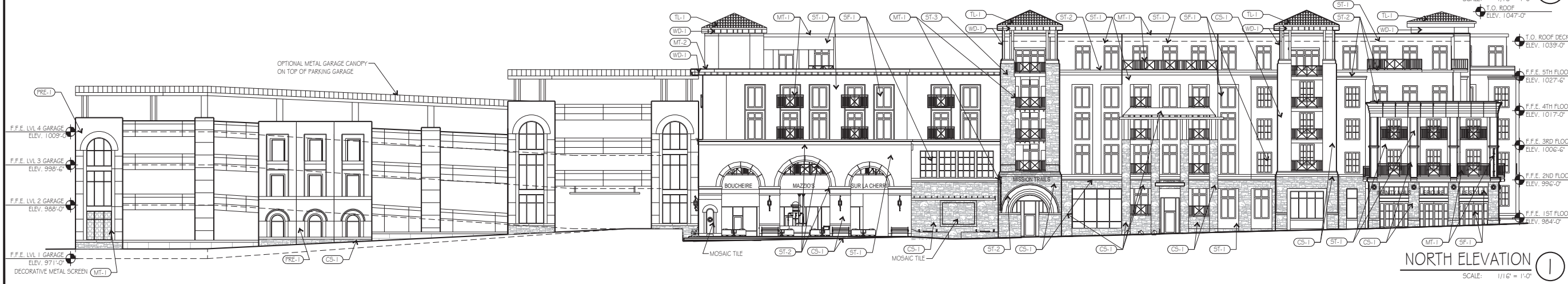
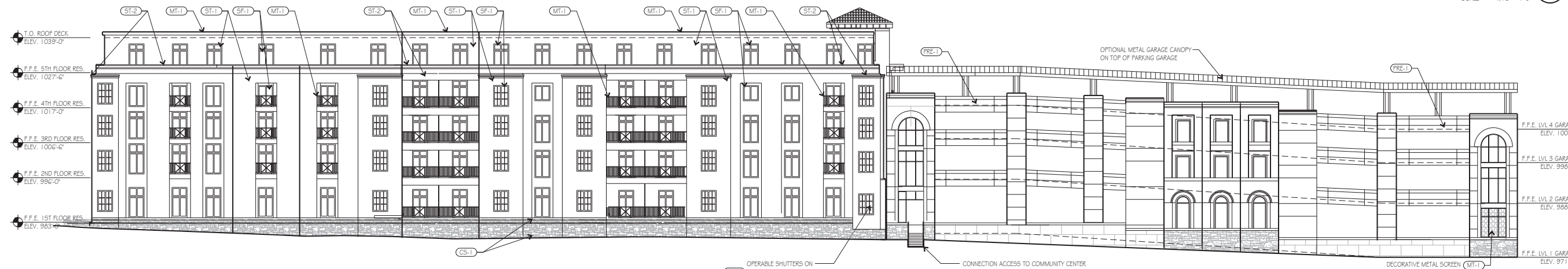
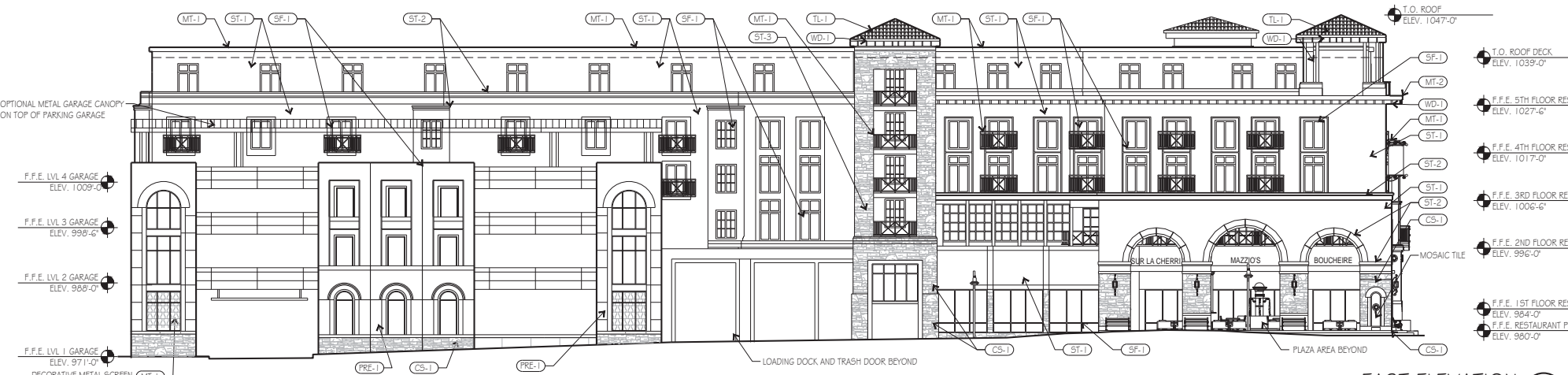
drawing title  
ARCHITECTURAL  
SITE PLAN

drawing number  
**AS100**



FINISH SCHEDULE				
SYMBOL	MATERIAL	MANUFACTURER	COLOR	TEXTURE / FINISH
CS-1	CAST STONE	TBD	LIMESTONE	TBD
ST-1	STUCCO	TBD	OFF WHITE	TBD
ST-2	STUCCO	TBD	BIEGE	TBD
ST-3	STUCCO	TBD	TBD	TBD
MT-1	ALUMINIUM	TBD	DARK BRONZE	TBD
PRE-1	PRECAST PANEL	TBD	ACID WASH - LIMESTONE	TBD
SF-1	WINDOW FRAMING	TBD	DARK BRONZE	TBD
WD-1	SYNTHETIC WOOD	TBD	TBD	TBD
TL-1	CONC. SPANISH ROOF TILE	TBD	RED	TBD

FACADE MATERIAL %				
NORTH		SOUTH		
GLAZING	14,331 SF	GLAZING	16,479 SF	28.1%
MASONRY	3,272 SF	MASONRY	1,363 SF	8.2%
STUCCO / METAL	2,641 SF	STUCCO / METAL	10,480 SF	63.7%
EAST		WEST		
GLAZING	13,100 SF	GLAZING	14,331 SF	32.8%
MASONRY	2,408 SF	MASONRY	4,702 SF	7.2%
STUCCO / METAL	1,045 SF	STUCCO / METAL	1,043 SF	60%



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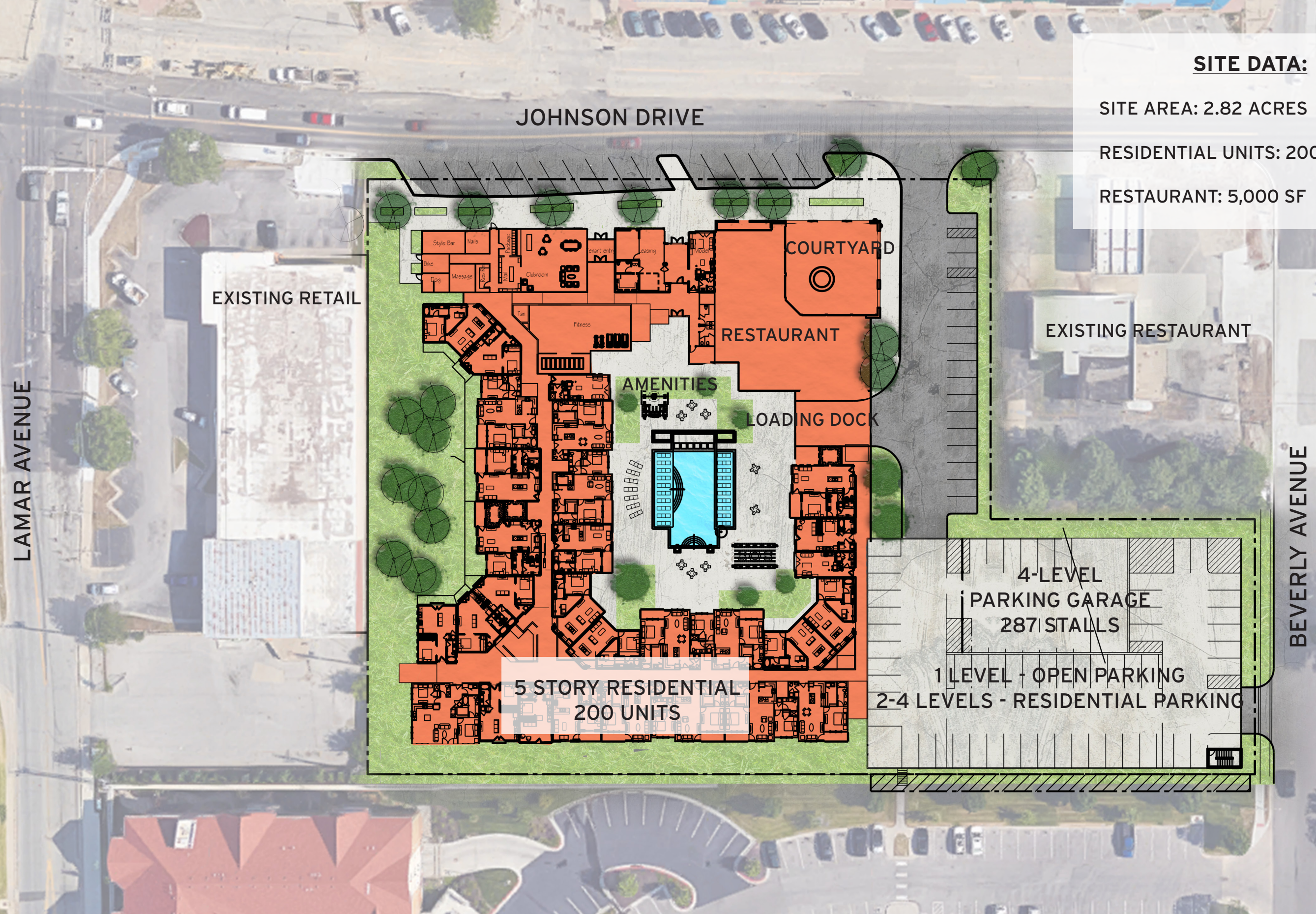


**SITE DATA:**

SITE AREA: 2.82 ACRES

RESIDENTIAL UNITS: 200

RESTAURANT: 5,000 SF



**COLORED SITE PLAN**



VIEW 1



VIEW 2



VIEW FROM MARTWAY ST



VIEW FROM BEVERLY AVE LOOKING WEST



VIEW FROM LAMAR AVE



VIEW FROM BEVERLY AVE LOOKING NORTHWEST



TOP OF TOWER	63'-0"
ROOF LINE	55'-0"
FIFTH FLOOR	43'-6"
FOURTH FLOOR	33'-0"
THIRD FLOOR	22'-6"
SECOND FLOOR	12'-0"
GROUND FLOOR	0'-0"

EAST ELEVATION



TOP OF TOWER	63'-0"
ROOF LINE	55'-0"
FIFTH FLOOR	43'-6"
FOURTH FLOOR	33'-0"
THIRD FLOOR	22'-6"
SECOND FLOOR	12'-0"
GROUND FLOOR	0'-0"

NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



## VISION IMAGES



## VISION IMAGES





## VISION IMAGES