

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

**WEDNESDAY, SEPTEMBER 5, 2018**

**6:30 P.M.**

**Mission City Hall**

**PUBLIC COMMENTS**

**PUBLIC PRESENTATIONS / INFORMATIONAL ONLY**

1. Preliminary Development Plan, 5438 Johnson Drive - Brian Scott ([page 3](#))

The Planning Commission held a public hearing at its meeting on August 27th to consider an application for a preliminary site development plan for construction of a new structure at 5438 Johnson Drive. At the conclusion of the public hearing, and upon due consideration, the Planning Commission voted 9-0 to approve for recommendation to the City Council the proposed preliminary site development plan for 5438 Johnson Drive.

**ACTION ITEMS**

2. 52nd Street Mill & Overlay - John Belger ([page 20](#))

In 2016, the 52nd Street cul-de-sac (west of Lamar) was chip sealed. Because of the turning motions of large trucks (primarily trash trucks) in the cul-de-sac, the chip seal treatment was failing. Several repairs have been attempted, but were unsuccessful. Staff proposed a mill and overlay be performed in order to repair the street surface. Staff recommends the contract be awarded to Little Joe's Asphalt, Inc. in an amount not to exceed \$64,442.65.

3. 2018 Concrete Repairs - John Belger ([page 27](#))

As a part of the 2018 Street Program, staff proposed the repair of two large scale concrete projects. The first project repairs the sidewalk that connects Cedar to Highlands Elementary, and was a recommendation coming from the 2015 Safe Routes to School Study. The second project is a reconfiguration of the street and ramp at Roe and 60th where trucks attempting to turn this corner have damaged the street/ADA ramp. Staff recommends the contract be awarded to Phoenix Concrete and Underground in an amount not to exceed \$64,466.21.

4. Granting of Utility Easement to Mission Apartments - Brian Scott ([page 35](#))

There is currently an above ground electrical service line that runs along the north side of the Sylvester Powell, Jr. Community Center property line, which the new Mission Trails apartment building will utilize as well. The line will be buried so that it is out of the way. In order to effectuate this, the City needs to grant a utility easement to Mission Apartments, LLC.

**DISCUSSION ITEMS**

5. Update on Broadmoor Reconstruction Project - John Belger ([page 41](#))

An open house was held on August 23rd to present a modified conceptual design for the Broadmoor project. Staff will provide the feedback given at the open house and an update to the status and timing of the project.

6. Development Projects Update - Brian Scott (no attachments)

Staff will provide an update on major development/redevelopment projects currently in progress.

**OTHER**

7. Department Updates - Brian Scott

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

<b>City of Mission</b>	Item Number:	1.
<b>INFORMATIONAL ITEM</b>	Date:	August 24, 2018
<b>COMMUNITY DEVELOPMENT</b>	From:	Brian Scott

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

**RE:** Preliminary Site Development Plan for 5438 Johnson Drive

**DETAILS:** The property addressed as 5438 Johnson Drive is located at the northeast corner of Johnson Drive and Nall Avenue. The total land area of the property is 11,564 square feet (.27 acres). The current structure on the property is a one-story building 1,412 square feet in size. The structure was built in 1950.

The current structure has been a Pride Cleaners retail outlet for sometime. The property is owned by JKM Equities, LLC. The ownership is interested in demolishing the current structure and building a new structure on the site as an investment opportunity. They have engaged KEM Studio, an architectural firm, to design a new structure that maximizes the area of the site while still keeping within the design guidelines of the Johnson Drive corridor and the East Gateway Redevelopment Plan. No tenant or specific use has been identified for the new structure at this time.

The proposed structure will have an approximate footprint of 4,420 square feet and a proposed height of 28 feet. Though a building of 28 feet in height would typically be two stories, it has not yet been determined whether the proposed structure would be an actual two-story building or a tall, one-story building. Given the limited size of the property, code requirements, and development costs, it may be cost prohibitive to construct an actual two-story structure. Nevertheless, the intent of the design is to construct a structure that would be in keeping with the massing of existing buildings in the immediate area and provide a “presence” at an important crossroads in the community.

The proposed design indicates a structure that will be built to the sidewalk along both Johnson Drive and Nall Avenue with on-street parking on both streets. The structure would be built at the lot line, and adjoining the building to the east (site of Sully’s Pub).

The Planning Commission held a public hearing at its meeting on August 27th to consider an application for a preliminary site development plan for construction of a new structure at 5438 Johnson Drive. At the conclusion of the public hearing, and upon due consideration, the Planning Commission voted 9-0 to approve for recommendation to the City Council the proposed preliminary site development plan for 5438 Johnson Drive.

Related Statute/City Ordinance:	Including but not limited to 455.090, 410.010, 405.020, 415.010
Line Item Code/Description:	NA
Available Budget:	NA

**STAFF REPORT**  
**Planning Commission Meeting August 27, 2018**

**AGENDA ITEM NO.:**

**PROJECT NUMBER / TITLE:** Case # 18-09

**REQUEST:** Preliminary Site Development Plan

**LOCATION:** 5438 Johnson Drive

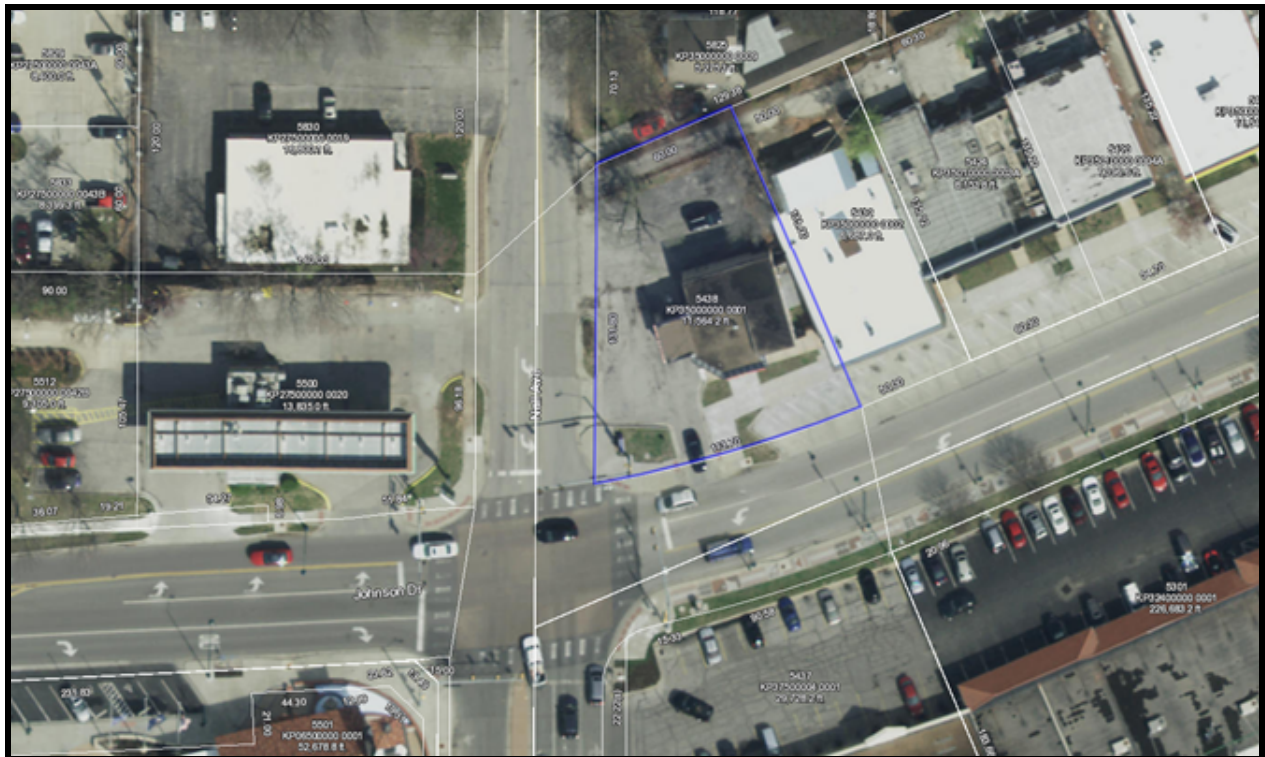
**APPLICANT:** Mike Schwaller, KEM Studio

**PROPERTY OWNER:** JKM Equities, LLC  
444 W. 58th Terr.  
Kansas City, MO 64113

**STAFF CONTACT:** Brian Scott, Assistant City Administrator

**ADVERTISEMENT:** 8/7/18-The Legal Record newspaper

**PUBLIC HEARING:** 8/27/18 Planning Commission meeting



**Property Information:**

The subject property is located at 5438 Johnson Drive, and is the site of a former Pride Cleaners retail outlet. The property is zoned Main Street District 1 “MS1.” It is located in the East Gateway Overlay District and is subject to the Mission, Kansas *Design Guidelines* for the Johnson Drive Corridor. “MS1” was assigned to this property at the time of the city initiated rezoning of the entire downtown in 2006. The District was designed to reinforce and encourage the existing character within the core of the downtown.

**Surrounding properties are zoned and developed as follows:**

North: “MS2” Main Street District 2 - single-family home  
West: “MS1” Main Street District 1- BP, convenience store/gas station/car wash  
South: “MS2” Main Street District 2 - Mission Mart, general retail center  
East: “MS1” Main Street District 1 - Sully’s Pub, restaurant

**Comprehensive Plan Future Land Use Recommendation for this area:**

The Comprehensive Plan indicates this area is appropriate for the Downtown District to maintain the historic community characterized by small businesses and a pedestrian oriented environment. The ground floor is appropriate for retail with upper floors including housing units or office uses. The proposed project is in conformance with the intent of the Comprehensive Plan.

**Project Background:**

The subject property is located at the northeast corner of Johnson Drive and Nall Avenue. The total land area of the property is 11,564 square feet (.27 acres). The current structure on the property is a one-story building 1,412 square feet in size. The structure was built in 1950.

Pride Cleaners closed this retail outlet sometime in the past year. The property is owned by JKM Equities, LLC, which is affiliated with Pride Cleaners. The ownership is interested in demolishing the current structure and building a new structure on the site as an investment opportunity. They have engaged KEM Studio, an architectural firm, to design a new structure that maximizes the area of the site while still keeping within the design guidelines of the Johnson Drive corridor and the East Gateway Redevelopment Plan. No tenant or specific use has been identified for the new structure at this time.

**Plan Review**

The applicant is proposing to build a structure on the property with an approximate footprint of 4,420 square feet and a proposed height of 28 feet. Though a building of 28 feet in height would typically be two stories, it has not yet been determined whether the proposed structure would be an actual two-story building or a tall, one-story building. Given the limited size of the property, code requirements, and development costs, it may be cost prohibitive to construct an actual two-story structure. Nevertheless, the intent of the design is to construct a structure that would be in keeping with the massing of existing buildings in the immediate area and provide a “presence” at an important

crossroads in the community.

The proposed design indicates a structure that will be built to the sidewalk along both Johnson Drive and Nall Avenue with on-street parking on both streets. The structure would be built at the lot line, and adjoining the building to the east (site of Sully's Pub).

	<b>Use</b>	<b>Approx. Area</b>
Retail (1st Floor)	Restaurant/Retail/Service	4,420 Sq Ft
Residential or Office (Possible 2nd Floor)	Lease Apartments/Office	4,420 Sq Ft
	<b>Total</b>	<b>8,840 Sq Ft</b>
<b>Parking Provided</b>	<b>Surface (inc on-street)</b>	<b>14</b>

### MS1 Main Street District 1

The intent of the MS1 zoning district is expressed in Section 410.160 of the Mission Municipal Code as follows:

The zoning of property as "MS1" Main Street District 1 is intended to provide development opportunities consistent with the existing character within the core of Downtown Mission. Downtown Mission is the original commercial district within the City. The majority of buildings in the core of downtown have been constructed to the public right-of-way. Public parking lots are available and on-street parking is present to serve the downtown businesses. The result is a character unique to downtown that is not found elsewhere in the City. The "MS1" District provides for the majority of retail uses, while encouraging an active streetscape with a pedestrian friendly shopping environment. This district restricts automobile oriented uses and does not allow offices on the ground floor level. The district is also intended to allow multi-story buildings with office and residential uses above the ground floor level. Multi-story buildings with top-floor setbacks are encouraged within this district as described in the Mission/Rock Creek Redevelopment Masterplan. In addition, the district is intended to allow flexibility from the normal development standards found elsewhere in the City.

MS1 zoning provides for a variety of permitted uses on the ground floor of buildings including prepared food and food for home establishments, entertainment (including drinking establishments with an SUP), speciality retail/convenient retail and select services. Residential or office use is permitted on the upper floors of buildings within the MS1 zoning district.

The maximum height of buildings in the MS1 zoning district is three stories and/or forty-five (45) feet. The front build-to line is zero (0). The side yard build-to line is also zero (0) where the side yard abuts a public street. No rear yard setback is required.

There are no parking requirements in the MS1 zoning district. On street parking may be constructed where adequate right-of-way is available, subject to good traffic-engineering design principles. No portion of any paved parking area that is hereafter constructed shall be permitted within six (6) feet of a street line or lot line. Any parking and loading provided on private property shall be paved, stripped, contain landscaping and

screening as required in Chapter 415, Article III, Section 415.060.

**Staff Comments - Zoning:** The proposed structure meets the intent of the MS1 zoning district in that the proposed structure will be positioned to sit at the sidewalk along Johnson Drive and Nall Avenue. This will provide an interaction with the sidewalk and streetscape, complimenting the pedestrian oriented design of the Johnson Drive corridor. The height of the proposed structure is in keeping with the pedestrian scale for this area. The intended use is retail on the ground floor with a possible second floor for office or residential uses. Parking would be limited to on-street parking with four (4) off-street parking spaces on site at the rear of the building.

The proposed twenty-eight (28) foot height of the building is within the height limitation of the MS1 zoning district and will provide a “human scale” to the building while complimenting the height and massing of other buildings in the area. Though the building may not actually be two stories, the vertical and horizontal lines with widows below and above the main horizontal beam provide the look of a two-story building.

Ten (10) on street parking stalls will be provided, three (3) on Johnson Drive and seven (7) on Nall Avenue. Four (4) on-street parking spaces in front of the property along Johnson Drive already exist. Four (4) off-street parking spaces will be provided at the rear of the building. Requirements of Chapter 415 for off-street parking landscape are not applicable here given that there is less than 25 parking spaces.

	<b>Permitted</b>	<b>Proposed</b>
Building Height	3 Stories or 45 Feet	2 Stories / 28.8 Feet
Front Setback	Zero Build Line (ROW)	Zero Build Line
Side Yard Setback	Zero Build Line (ROW)	Zero Build Line
Rear Yard Setback	None	32 Feet

Because of the site’s use as a dry cleaner it may be a possible brownfield due to contaminants from the dry cleaning process. A Phase I Environmental Site Assessment will need to be completed and report submitted with the Final Site Development Plan.

#### East Gateway Overlay District.

The property falls within the East Gateway Overlay District. The overlay district generally prohibits any automotive related uses including sale or repair of vehicles. Though a specific tenant for this building has not yet been identified, the design of the proposed structure does not lend itself to such uses. Structures built in the East Gateway Overlay District must conform to the principles of the Johnson Drive Guidelines, please see below.

#### Johnson Drive Design Guidelines

The Johnson Drive Design Guidelines provide a wide range of recommended and required design elements applicable to the development. These include streetscaping and the relationship of buildings and their exterior facades to public streets as well as building materials and screening. Many of these details are not required at the time of preliminary site development plan review, but will be fully evaluated with the final site

development plan.

**Staff Comments - Johnson Drive Design Guidelines:** The proposed structure is shown filling in the corner at the intersection of two public streets, with a small amount of parking behind the structure. Sidewalk width has been identified as eight (8) feet, which is in keeping with the design guidelines and Johnson Drive infrastructure improvements in place already. Room is limited for trees and other landscape elements that are called out in the Johnson Drive guidelines. Landscaping can be provided with planter boxes strategically placed around the building.

A more modern architectural theme is proposed for the structure with strong horizontal and vertical lines that partition the two street facades of the buildings. Inset, full-length windows are proposed on both facades providing views into the building and allowing for a visual interplay between the interior of the building and the streetscape. The entrance to the structure will be at the corner of Johnson Drive and Nall Avenue providing a focal point at the intersection. An inset courtyard is proposed along the Nall Avenue side of the building, which will further enhance the pedestrian orientation of the building and provide for activity along the sidewalk. The proposed building materials and architectural style are reflected in the design sketch shown on page seven of the applicant's submittal. A beige brick is proposed for the facade.

Specific details of design elements and compliance with Johnson Drive Design Guidelines will be reviewed at the time of final site development plan submittal.

#### On Site/Off-Site Public Improvements

The owner is responsible for installation of on-street parking and streetscaping (sidewalk, street trees, benches, bike racks, street lights, etc) around the perimeter of the development. Off-site improvements identified in review of the final traffic and stormwater studies will also be the responsibility of the owner.

**Staff Notes - Public Improvements:** A minimum 8-foot wide sidewalk clear zone along Johnson Drive and Nall Avenue has been provided. Space for any streetscape amenity zone (street trees, tree wells, street lights, signage, etc.) is limited to the area immediately at the intersection of Johnson Drive and Nall Avenue. Additional details are needed with the final site development plan to ensure the Johnson Drive frontage provides adequate sidewalk dimensions and a comfortable pedestrian environment for a successful retail and walking atmosphere. Street right-of-way dedication will be required with the final site development plan and plat.

An existing fire hydrant along Nall Avenue, in front of the building, is proposed to be relocated to the north within acceptable standards provided by the Consolidated Fire District #2 and Johnson County Water One.

The existing alleyway behind the building is approximately twelve (12) feet wide. The applicant is proposing to widen this alley to approximately twenty-five (25) feet. The brush that currently exists in this area will need to be cleared away, and an access agreement with the property owners to the east completed in order to accomplish this.



Evidence of the access agreement will be required at the time the building permit is issued. A privacy fence along the back of the alley where the property adjoins a residential property will also be required.

A sanitary sewer line currently exists to the west of the property within the Nall Avenue right-of-way. It is proposed that this development will connect to this line with the appropriate permits from Johnson County Wastewater.

A detailed site survey will be required with the final site development plan showing all dimensions of the site, utilities and easements, and proposed improvements.

### Signs

As a mixed-use development, the subject property is encouraged to establish a private sign criteria as an alternative to the specific sign requirements of this district.

**Staff Notes-Signs:** The city's sign code indicates criteria shall be for the purpose of ensuring harmony and visual quality throughout the development. The size, colors, materials, styles of lettering, appearance of logos, types of illumination and location of signs must be set out in such criteria. Signs may wait to be addressed in this manner until the final site development plan is submitted.

### Stormwater Management

The Manual of Best Management Practices (BMP) for Stormwater Control, developed by the Kansas City chapter of the American Public Works Association, suggests regional stormwater management goals and, in conjunction with APWA Section 5600, provides a package of technical tools for meeting these goals and NPDES Phase II requirements. The stormwater management goals address both water quantity and water quality. A basic goal for any new development is to maintain or improve pre-development peak flows, runoff volumes and water quality. In other words, development should not increase the velocity or quantity of runoff, or the amount of pollutants leaving the site.

**Staff Notes- Stormwater:** The subject property generally drains southeasterly. There is an existing storm sewer along Johnson Drive. There is currently a storm sewer inlet in front of the property along Johnson Drive. The amount of overall impervious surface that is currently present will change little with the proposed development. A stormwater study will need to be completed, and final design plans will need to indicate proper storm water management in accordance with the BMP.

### Sustainable design and construction practices

The Mission Sustainability Commission has developed a rating and certification system for development projects.

**Staff Notes - Sustainability:** The proposed plans will need to be reviewed by the Sustainability Commission and a final scoring completed prior to the Planning Commission's consideration of the final site development plan.

**Code Review: Consideration of Site Plans (440.160)**

Site plans shall be approved upon determination of the following criteria:

1. The site is capable of accommodating the building(s), parking areas and drives with appropriate open space.

*The site is capable of accommodating the proposed structure, parking areas, and drives.*

2. The plan provides for safe and easy ingress, egress and internal traffic circulation.

*There is adequate space on the site to allow for circulation of residents, customers, and the public with no impact to traffic on adjacent public streets. A traffic/trip generation study will need to be submitted for review at the time of the final site development plan.*

3. The plan is consistent with good land planning and site engineering design principles.

*The proposed project is in preliminary conformance with the Johnson Drive design guidelines for building placement and massing.*

4. An appropriate degree of harmony will prevail between the architectural quality of the proposed building(s) and the surrounding neighborhood.

*The proposed project is subject to the design guidelines for the Johnson Drive corridor, which will ensure architectural harmony as the final site plan is prepared. The design concept expressed at preliminary site plan indicates a modern style architecture with brick facade, which is complimentary with other buildings in the area and conforms with the design guidelines.*

5. The plan represents an overall development pattern that is consistent with the Comprehensive Plan and other adopted planning policies.

*The proposed mixed use building is consistent with the intent of the Comprehensive Plan to encourage greater density and mix of uses in the East Gateway District.*

6. Right-of-way for any abutting thoroughfare has been dedicated pursuant to the provisions of Chapter 455.

*Any required right-of-way changes for this site to accommodate such things as public sidewalks and on-street parking will be addressed with the final site development plan preparation of a revised final plat.*

**Staff Recommendation**

The proposed development conforms with the Comprehensive plan, meets the overall intent of the “MS1” zoning district, and complies with the required findings for Section 405.090 and 440.160. Therefore, Staff recommends the Planning Commission recommend approval of the Preliminary Site Development Plan for Case # 18-09 - 5438 Johnson Drive to the City Council with the following stipulations:

1. Detailed site survey will be required with the final site development plan indicating site dimensions; building dimensions; on-street and off-street parking dimensions; dimensions of interior traffic ways; sidewalk width; placement and dimensions for all off-site, public improvements, landscape and streetscape improvements; and dedication of public-right-of way.
2. Detailed building drawings will be required with the final site development plan indicating dimensions, number of stories, materials, and finishings.
3. Private sign criteria plan will be required with the final site development plan.
4. A final traffic study and final stormwater drainage design plan must be submitted for review with the final site development plan. The appropriate text, maps, drawings and tables must be included.
5. Staff reserves the right to provide additional comments or stipulations on development plans until all traffic or storm drainage related concerns have been addressed.
6. A Phase I Environmental Site Assessment will need to be completed and report submitted with the Final Site Development Plan.

### **Planning Commission Recommendation**

The Planning Commission held a public hearing at its regular meeting on August 27, 2018 to take comment on this application. At the conclusion of the public hearing, and upon due consideration, the Planning Commission voted 9-0 to recommend to the City Council approval of the Preliminary Site Development Plan for Case # 18-09 - 5438 Johnson Drive to the City Council with the following stipulations:

1. Detailed site survey will be required with the final site development plan indicating site dimensions; building dimensions; on-street and off-street parking dimensions; dimensions of interior traffic ways; sidewalk width; placement and dimensions for all off-site, public improvements, landscape and streetscape improvements; and dedication of public-right-of way.
2. Detailed building drawings will be required with the final site development plan indicating dimensions, number of stories, materials, and finishings.
3. Private sign criteria plan will be required with the final site development plan.
4. A final traffic study and final stormwater drainage design plan must be submitted for review with the final site development plan. The appropriate text, maps, drawings and tables must be included.
5. Staff reserves the right to provide additional comments or stipulations on

development plans until all traffic or storm drainage related concerns have been addressed.

6. A Phase I Environmental Site Assessment will need to be completed and report submitted with the Final Site Development Plan. Said report must include investigation of all site uses including gas filling station (Amended).

**City Council Action**

If approved by the Planning Commission for recommendation to the City Council, the City Council will consider this application at its regularly scheduled meeting on September 19, 2018.

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# PROJECT INFO

THE WHAT

- PROJECT INFO
- CONTEXT
- SITE ANALYSIS
- VISUALIZATION

## OWNER:

Jeff and Angela Rouse  
JKM Equities, LLC  
444 W. 58th Terr  
Kansas City, MO 64113  
(816) 916-5533  
jrouse@hopkinsappraisal.com

## ARCHITECT:

KEM STUDIO  
1515 Genessee St - Suite 11  
Kansas City, MO 64102  
Contact : Mike Schwaller, NCARB  
(816) 756-1808  
mschwaller@kemstudio.com

*The following proposed project adheres to the guidelines stipulated below per the 'Mission, Kansas Design Guidelines for the Johnson Drive Corridor':*

### COMMERCIAL CORRIDOR IN MISSION

- District: Downtown District, Subdistrict: East Gateway District

### POTENTIAL USES:

- Retail
- Food, entertainment
- Housing, office

### GOALS

- Promote architecture that is compatible in form and proportion with neighboring buildings.
- Incorporate a variety of forms, materials, and colors in the design of buildings and groups of buildings, while maintaining a composition that results in a unified appearance.
- Create buildings that are located and designed to provide visual interest and create enjoyable human scaled space.
- No planned landscaping, however if designed; features and screening to minimize the impact of surface parking.
- Replace marginal buildings with memorable ones.
- Facilitate recruitment of additional retail businesses.

### ARCHITECTURAL CHARACTER

- The Mission Style Architectural Character has informed the design of many buildings within the District. Mission, however, is a collection of building types and architectural styles and benefits from this diversity. These guidelines inform development and redevelopment that is compatible in form and proportion with neighboring buildings.
- It is important that new development be authentic to today's building technologies and user needs. Contrived or unnatural styles should be avoided.
- Humanize the Street.

### DENSITY

- Realizing opportunities to increase building heights would increase density, make properties better utilized, and be an aesthetic improvement. A change such as this would also increase the opportunity to incorporate more mixed-use developments with second story office or residential uses.

### BUILDING PROPORTION AND SCALE

- Buildings should be designed to be compatible in scale and proportion to buildings within their immediate context on Johnson Drive. Designs should incorporate architectural elements that relate to the human scale.

### BUILDING ORIENTATION

- All buildings must be oriented parallel or perpendicular to public streets within the entire Johnson Drive Corridor.
- New construction and infill buildings shall be oriented to primary streets and must be built to the "build-to" line. Grade level retail or commercial uses shall have a minimum 75% of the street frontage built to the build to line.
- Buildings on corner lots shall incorporate a form that addresses both streets of the intersection. (Refer to Guidelines for Buildings – Building Facades, Entrances, for additional requirements).

### PARKING

- Parking lots and on-street parking shall be designed in such a way to provide a clear, direct path between the parking areas and the business destination. 90 degree stalls are not allowed at on-street parking areas on Johnson Drive.
- On-street parallel or angled parking shall be provided on Johnson Drive.

### BUILDING MATERIALS

- Designers, property owners, and developers are encouraged to creatively blend new construction with existing in ways consistent with a singular district. The selection of quality building materials is paramount to achieving this goal.
- Stucco plaster shall not be used for more than 25% of the façade area of any one story.
- Materials should not artificially simulate other materials. If brick is proposed, it shall be real brick – not Z-brick or other such imitation material.
- Predominant colors for building facades in Mission should match or complement the natural yellow, pale tan, brick, beige, brown and terra cotta tones existing throughout the Corridor.
- Never exceed a total of four colors on the building façade.

### BUILDING ROOFS

- No exposed scuppers, gutters or downspouts on the facades facing major streets.
- False roofs, including mansard roofs, are prohibited.
- Exposed gable or hip roofs are prohibited.
- Roof mounted mechanical equipment shall be hidden from pedestrian view by roof parapet walls.
- Roofing or infill development should not introduce a new roof form to the area.

# CONTEXT

THE SURROUNDING NEIGHBORHOOD

PROJECT INFO  
 CONTEXT  
 SITE ANALYSIS  
 VISUALIZATION

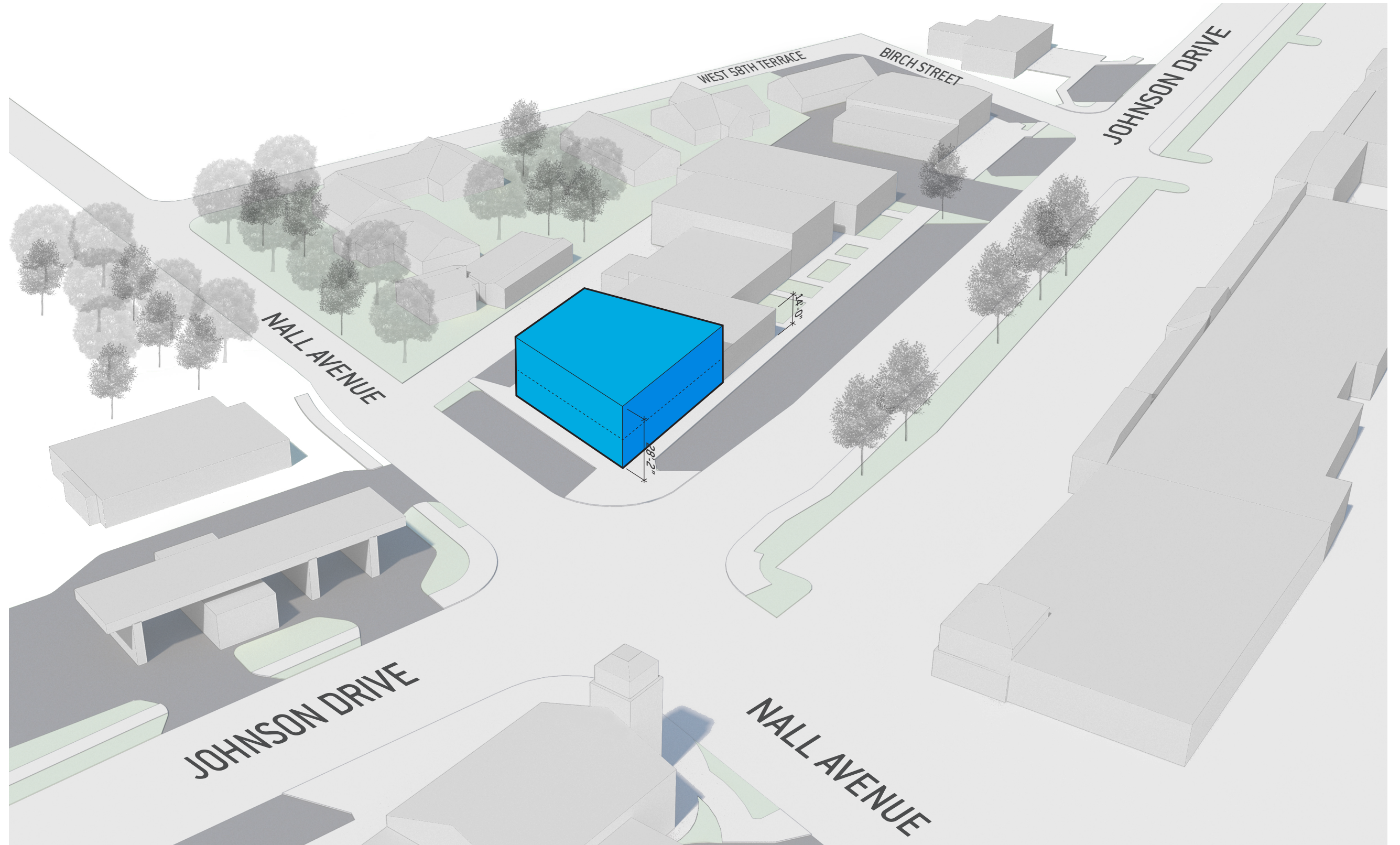
- 1 SULLY'S PUB
- 2 HEALTH SOURCE
- 3 PARAMI PETS
- 4 GRAND LIQUOR
- 5 MOSS PRINTING
- 6 LEND NATION
- 7 UPS STORE
- 8 RESIDENCE
- 9 RESIDENCE
- 10 OFFICE
- 11 BP GAS STATION
- 12 SPRINGBOARD CREATIVE / MISSION REPAIR
- 13 SCRIPT PRO
- 14 DOWNTOWN ROW STORE
- 15 CAPITOL FEDERAL
- 16 FED-EX OFFICE
- 17 MISSION MART SHOPPING CENTER
- EXISTING MANHOLE
- ▽ EXISTING INLET / STORM SEWER
- ▽ PROPOSED SURFACE INLET / STORM SEWER
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT



# CONTEXT

AXON LOOKING NORTHEAST

- PROJECT INFO
- CONTEXT
- SITE ANALYSIS
- VISUALIZATION

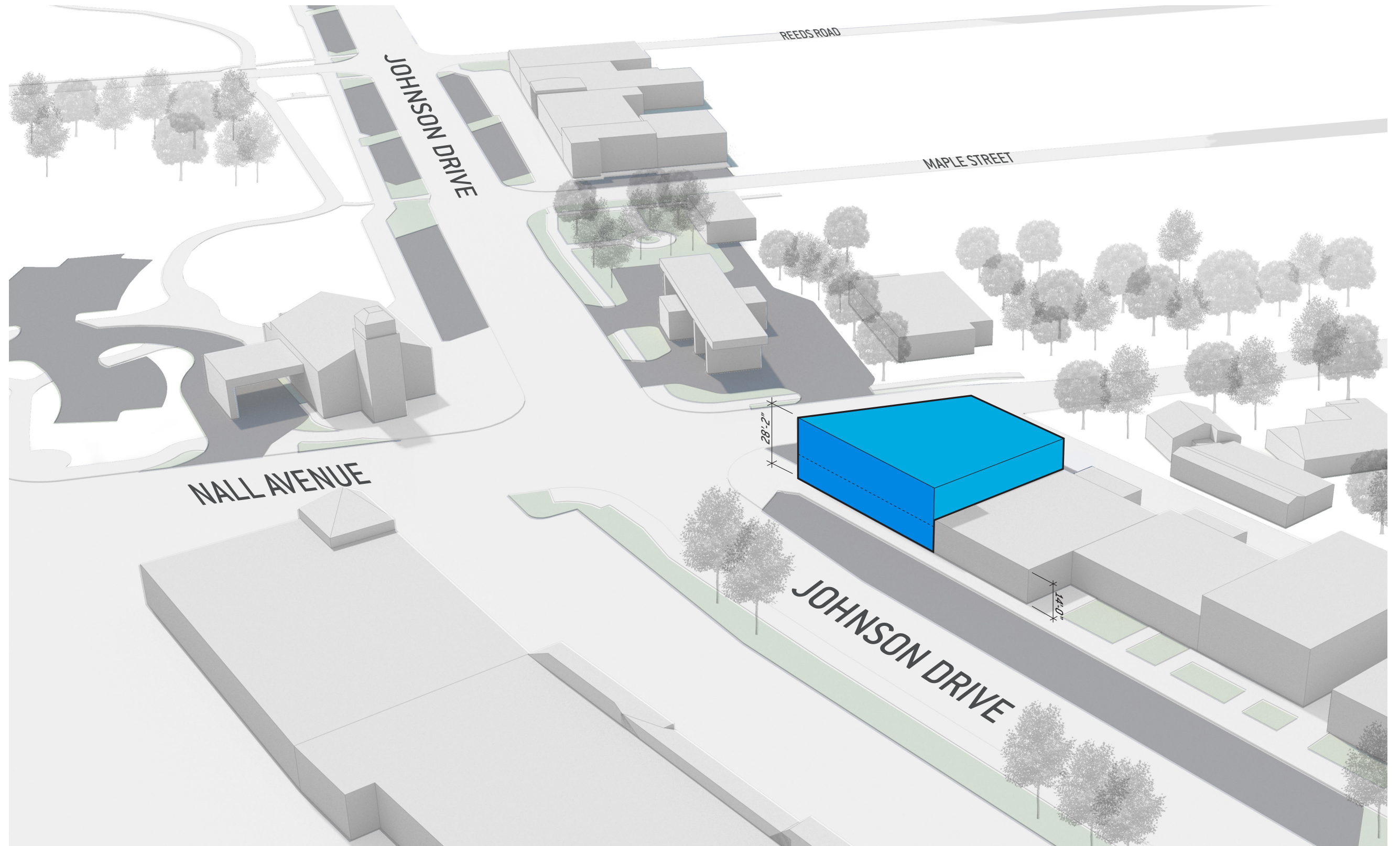




# CONTEXT

AXON LOOKING NORTHWEST

- PROJECT INFO
- CONTEXT
- SITE ANALYSIS
- VISUALIZATION



# SITE ANALYSIS

THE IMMEDIATE AREA

PROJECT INFO  
 CONTEXT  
 SITE ANALYSIS  
 VISUALIZATION

- 1 TRASH ENCLOSURE
- 2 REMOVE EXISTING FENCE TO EXTEND EXISTING ALLEY
- 3 NEW OFF-STREET PARKING
- 4 NEW ON-STREET PARKING (NALL AVENUE)
- 5 NEW ON-STREET PARKING (JOHNSON DRIVE)
- 6 PROPOSED LOCATION FOR NEW STORM SEWER
- 7 ACTIVATION OF CORNER / PEDESTRIAN ENTRY
- 8 NEW PRIVACY FENCE AT PROPERTY LINE



# VISUALIZATION

VIEW LOOKING NORTHEAST

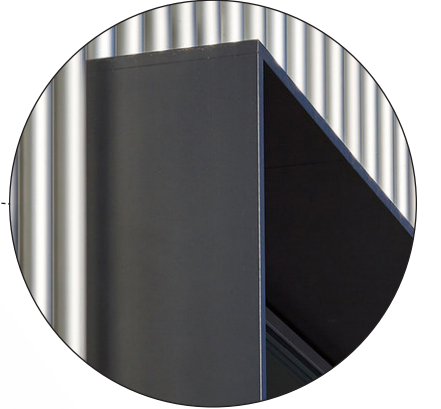
- PROJECT INFO
- CONTEXT
- SITE ANALYSIS
- VISUALIZATION



ANODIZED STOREFRONT



STEEL TRIM



PALE BRICK



<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	August 24, 2018
<b>PUBLIC WORKS</b>	From:	John Belger

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

**RE:** 52nd Street Mill and Overlay

**RECOMMENDATION:** Approve a contract with Little Joe's Asphalt for the completion of the 52nd Street Mill and Overlay (cul-de-sac west of Lamar) in an amount not to exceed \$64,442.65.

**DETAILS:** In 2016, this portion of 52nd Street was chip sealed. Because of the turning motions of large trucks (primarily trash trucks) in the cul-de-sac, the chip seal treatment was failing. Several attempts at repairs to the chip seal have been attempted, but were unsuccessful. Staff proposed a mill and overlay be performed in order to repair the street surface. The estimate for the project was \$65,000.

Staff solicited bids for this work in late July, for an August 21st bid opening. There were three responsive bidders with Little Joe's Asphalt being the lowest and most responsible bid. Bid results are summarized in the table below.

Bidder	Total Bid
<b>Little Joe's Asphalt, Inc.</b>	<b>\$64,442.65</b>
McAnany Construction	\$68,296.20
Phillips Paving Co., Inc.	\$67,984.04

If approved, this contract will mill and overlay approximately 12,000 square feet of road, replace approximately 900 linear feet of curb, and 636 square feet of sidewalk. Little Joe's Asphalt has been the contractor for the City's Mill and Overlay Programs for the previous three years. Their work has been completed in a timely fashion and with great quality.

The bid documents submitted by Little Joe's Asphalt are attached. The contractor will have a 60 day window to perform the work after the finalized contract documents are executed.

**CFAA CONSIDERATIONS/IMPACTS:** Along with surface treatment to the street, this program is designed to improve ADA ramps, sidewalk connectivity, and traffic striping, all which help improve walkability and mobility for residents and visitors of all ages and abilities.

Related Statute/City Ordinance:	Council Policy on Infrastructure Maintenance Strategy / Street Maintenance
Line Item Code/Description:	03-90-801-11 - Street Repair and Maintenance 25-90-805-09 - Capital Projects- PW Programs
Available Budget:	\$176,022.86

**Little Joe's Asphalt, Inc.**

P O Box 516  
 Bonner Springs, KS 66012

Phone: (913)721-3261  
 Fax: (913)721-3144

**A WOMEN'S BUSINESS ENTERPRISE**

Estimate #: 16045

<b>Submitted To:</b> City Of Mission, KS	<b>Date:</b> 8/21/201
<b>Address:</b> 6090 Woodson Mission, KS 66202	<b>Phone:</b> (913)676-8381 <b>Fax:</b> (913)262-6916
<b>Contact:</b> John Belger	<b>Job Name:</b> 52Nd St Mill & Overlay
	<b>Job Location:</b> Mission, KS
	<b>Prop. Owned By:</b> City Of Mission KS

1. ASPHALTIC CONCRETE SURFACE COURSE	156 Tons	\$84.00/TN \$13,104.00
2. MILLING	1,253 SY	\$4.15/SY \$5,199.95
3. SPECIAL CLEANING OF MILLED SURFACE	1 Lump Sum	\$1,150.00
4. REMOVE AND REPLACE CURB (Type A)	850 LF	\$34.20/LF \$29,070.00
5. REMOVE AND REPLACE CURB (Type A)	850 LF	\$34.20/LF \$1,710.00
6. REMOVE AND REPLACE SIDEWALK (4")	636 SF	\$8.75/SF \$5,565.00
7. FULL DEPTH ASPHALT REPAIR	15 Tons	\$179.00/TN \$2,685.00
8. TRAFFIC CONTROL	1 Lump Sum	\$1,090.00
9. SOD / SEED	1 Lump Sum	\$9.00/SY \$1,800.00
10. 5% FORCE ACCOUNT	1 Lump Sum	\$3,068.70

**The total bid price is: \$64,442.65**

**MOBILIZATIONS:** Price based on a 1 mobilization(s).  
**SALES TAX:** The project referenced herein is tax exempt.

<p><b>ACCEPTED:</b>                  The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer _____</p> <p>Signature _____</p> <p>Date of Acceptance _____</p>	<p><b>CONFIRMED:</b>  <b>Little Joe's Asphalt, Inc.</b></p> <p>Authorized                  Signature _____</p> <p>Title <u>Don Bruns, Estimator</u></p>
--	---

BID

52<sup>nd</sup> Street Mill and Overlay

TO: CITY OF MISSION,  
JOHNSON COUNTY, KANSAS

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

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

Item No.	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	Asphaltic Concrete Surface Course	Ton	156	84.00	13,104.00
2	Milling	Sq Yd	1253	4.15	5,199.95
3	Special Cleaning of Milled Surface	Lump Sum	1	1150.00	1150.00
4	R&R Curb (Type A)	Linear Foot	850	34.20	29,070.00
5	R&R Curb (Transition)	Linear Foot	50	34.20	1,710.00
7	R&R Sidewalk (4")	Sq Ft	636	8.75	5,565.00
8	Full Depth Asphalt Repair	Ton	15	179.00	2,685.00
9	Traffic Control	Lump Sum	1	1090.00	1090.00
10	Sod/Seed	Sq Yd	200	<del>1800.00</del> <sup>9.00</sup>	1800.00

*TS*  
SUBTOTAL \$ 61,373.95

5% Force Account \$ 3,068.70

TOTAL BID \$ 64,442.65

Remainder of page intentionally left blank.

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, no later than November 15<sup>th</sup>, 2018.

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

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

2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.
3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other contract documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the contract documents.
6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) 1 DATED 8/14/2018

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

5% OF AMOUNT BID

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

DATED in Bonnie Springs this 21<sup>st</sup> day of August, 2018

(SEAL)

Little Joe's Asphalts Inc

Contractor

Theresa Buchler

Signature

Theresa Buchler

Printed Name

President

Title

PO Box 516

Street Address or P.O. Box

Bonnie Springs KS 66012

City, State, Zip

913-721-3241

Telephone Number

913-721-3144

Fax Number



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Little Joe's Asphalt, Inc.

134th North 130th St. (PO Box 516), Bonner Springs, KS 66012

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company

1450 American Lane, Suite 1100, Schaumburg, IL 60173

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Mission, Kansas

6090 Woodson Street, Mission, KS 66202

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

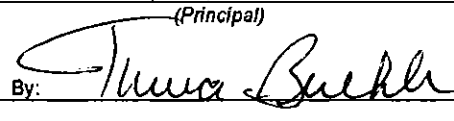
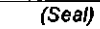
WHEREAS, the Principal has submitted a bid for 52nd Street Mill & Overlay

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of August, 2018

  
(Witness)

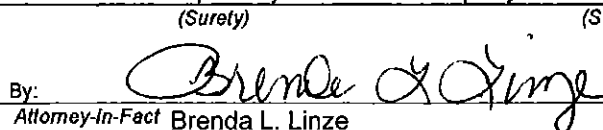

Little Joe's Asphalt, Inc.  
(Principal)

   
By: Thomas Beckler President  
(Title)

  
(Witness)



North American Specialty Insurance Company  
(Surety)

   
By: Brenda L. Linze  
Attorney-in-Fact Brenda L. Linze (Title)

Surety Phone No. 603-644-6600

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint: Brenda L. Linze

Principal: Little Joe's Asphalt, Inc.

Bond Number: Bid Bond

Obligee: City of Mission, Kansas

Bond Amount: See Bond Form

Bond Description: 52nd Street Mill & Overlay

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of October, 2017.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:

On this 12th day of October, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of August, 2018.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	August 24,, 2018
<b>Public Works</b>	From:	John Belger

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

**RE:** 2018 Concrete Repairs

**RECOMMENDATION:** Approve a contract with Phoenix Concrete and Underground for the 2018 Concrete Repairs in an amount not to exceed \$64,466.21.

**DETAILS:** As a part of the 2018 Street Program, staff proposed the repair of two large scale concrete projects. The first project is the removal and replacement of the deteriorated sidewalks that connect Cedar to Highlands Elementary School. This project came out of the Safe Routes to School Study completed by Olsson, in conjunction with the City and the schools, back in 2015. These sidewalks are currently in utility easements so additional easements are not necessary. The City and contractor will work with the school and residents on sidewalk closures, access to these areas, and coordination of fence removal.

The second project is the reconfiguration of the northwest corner of 60th and Roe. Due to heavy truck traffic and short radius on this corner, the ADA ramp and sidewalk have been damaged beyond repair. The trucks also cause damage to the irrigation and grass of the adjacent property. This project will widen the street at the corner to allow of a better turning radius for larger vehicles. The original estimate for both of these projects was \$75,000.

Staff solicited bids for this work in late July with an August 21st bid opening. There were four responsive bidders with Phoenix Concrete and Underground being the lowest and most responsible bid. Results are summarized in the table below.

<b>Contractor</b>	<b>Amount</b>
<b>Phoenix Concrete &amp; Underground</b>	<b>\$64,466.21</b>
Phillips Construction	\$68,273.45
Freeman Concrete Construction	\$100,640.40
Louie & Sons Excavating	\$148,165.00

The contractor will have a 60 day window to perform the work after the finalized contract documents are executed.

**CFAA CONSIDERATIONS/IMPACTS:** These projects improve walkability and create safe paths on areas with high amounts of foot traffic.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	03-90-801-11 - Street Repair and Maintenance 25-90-805-09 - Capital Projects- PW Programs
Available Budget:	\$111,580.61

BID

2018 Concrete Repairs

TO: CITY OF MISSION,  
JOHNSON COUNTY, KANSAS

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

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

Highland Sidewalk Repair

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Remove & Replace 4" Sidewalk	Sq. Ft.	1645	\$ 8.45	\$ 13,900.25
2	Remove & Replace Fence- 4' Chain Link (South)	Ft.	161	\$ 52.38	\$ 8,433.18
3	Remove & Replace Fence- 6' Privacy (North)	Ft.	168	\$ 70.55	\$ 11,852.40
4	Contractor Furnished Fill to Correct Cross Slope	Cu. Yd.	24	\$ 36.63	\$ 879.12
5	Sidewalk Ramp	Each	2	\$ 1,263.17	\$ 2,526.34
6	5" Sidewalk- Connection to existing Asphalt	Sq. Ft.	125	\$ 8.86	\$ 1,107.50

### 60<sup>th</sup> Street & Roe Intersection Widening

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Clearing and Grubbing	LS	1	5,825. <sup>00</sup>	5,825. <sup>00</sup>
2	Unclassified Excavation	Cu. Yd.	48	59. <sup>44</sup>	2,853. <sup>12</sup>
3	Asphaltic Concrete Surface Course	Ton	5	44. <sup>73</sup>	2,093. <sup>62</sup>
4	Concrete Base Widening	Sq. Yd.	43	64. <sup>91</sup>	2,791. <sup>13</sup>
5	Curb & Gutter, Combined (Type B)	LF	100	33. <sup>71</sup>	3,371. <sup>00</sup>
6	4" Sidewalk Construction	Sq. Ft.	52	9. <sup>09</sup>	472. <sup>48</sup>
7	Sidewalk Ramp	Sq. Ft.	59	15. <sup>87</sup>	936. <sup>33</sup>
8	Detectable Warning Surface	Sq. Ft.	12	26. <sup>48</sup>	317. <sup>76</sup>
9	Traffic Control	LS	1	4,500. <sup>00</sup>	4,500. <sup>00</sup>
10	24" White Pavement Marking (Thermoplastic)	LF	8	46. <sup>10</sup>	364. <sup>80</sup>
11	Sod (Fescue)	Sq. Yd.	50	10. <sup>94</sup>	547. <sup>00</sup>
12	Irrigation System	LS	1	875. <sup>00</sup>	875. <sup>00</sup>
13	Contractor Construction Staking	LS	1	800. <sup>00</sup>	800. <sup>00</sup>

TOTAL BID \$ 64,466.<sup>21</sup>

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, no later than November 15th, 2018 subject to the conditions set forth in paragraph SC-19, CONSTRUCTION TIMELINE AND LIMITATIONS, of the Project Special Conditions.

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

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

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

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

5%  
DOLLARS (\$ 5% ) which the undersigned agrees is subject to being forfeited to and becoming the property of the City as liquidated damages and not as a penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders Section IB-9, should this Bid be accepted and the contract be awarded to this bidder and it should fail to enter into an agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the bid security shall be returned to the undersigned upon signing of the agreement and delivery of the approved bonds and other required documents to the City of Mission, Kansas.

DATED in Olathe this 21<sup>st</sup> day of August, 2018

(SEAL)

PHOENIX CONCRETE 3 UNDERBRAND LLC  
Contractor

Charles VanMetre  
Signature

Charles VanMetre  
Printed Name

Estimator  
Title

19001 W 157TH TER  
Street Address or P.O. Box

Olathe KS 66062  
City, State, Zip

913-390-1700  
Telephone Number

913-390-1701  
Fax Number

# CITY OF MISSION

KANSAS

## **City of Mission Public Works Department**

4775 Lamar  
Mission, Kansas 66202-3500  
Phone Number (913) 676-8375 • Fax Number (913) 262-6916

### Addendum

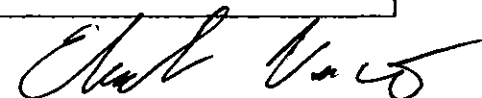
To: Drexel Technologies  
Attn: Distribution  
From: John Belger  
Date: 7/25/2018  
Subject: 2018 Concrete Repairs

Modified Bid Form attached to include quantities for 60th Street & Roe  
Intersection Widening

Please add this as Addendum No.1. If you have any questions, please  
contact me at 913-676-8381.

Thank you,

John Belger







# AIA Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Phoenix Concrete & Underground, LLC  
19001 W. 157th Terrace  
Olathe, KS 66062

**SURETY:**

(Name, legal status and principal place of business)

Granite Re, Inc.  
14001 Quailbrook Dr.  
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

City of Mission, Kansas  
6090 Woodson Dr.  
Mission, KS 66202

**BOND AMOUNT:** Five percent (5%) of amount bid

**PROJECT:**

(Name, location or address, and Project number, if any)

2018 Concrete Repair Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of August, 2018

(Witness)

Phoenix Concrete & Underground, LLC  
(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

Attorney in fact, David S. Salavitch  
(Title)

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

DAVID SALAVITCH; ROBERT L. COX II Its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, Its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

DAVID SALAVITCH; ROBERT L. COX II may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14<sup>th</sup> day of June, 2017.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



  
\_\_\_\_\_

Kenneth D. Whittington, President


  
\_\_\_\_\_

Kyle P. McDonald, Treasurer

On this 14<sup>th</sup> day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2021  
Commission #: 01013257



  
\_\_\_\_\_

Notary Public

**GRANITE RE, INC.**  
**Certificate**

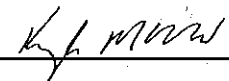
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

21<sup>st</sup> day of August, 2018



  
\_\_\_\_\_

Kyle P. McDonald, Secretary/Treasurer

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	August 24, 2018
<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 Utility Easement to Mission Apartments, LLC

**RECOMMENDATION:** Grant a utility easement to Mission Apartments, LLC.

**DETAILS:** The Planning Commission approved the final site development plan for the Mission Trails apartment building, located at 6201 Johnson Drive, on September 25, 2017. Mission Apartments, LLC, the owner and developer of the Mission Trails apartment building, closed on the purchase of the property in early 2018, and construction plans were submitted to the City early this summer.

The plans indicate that the electrical service for the apartment building will be located at the rear where the property adjoins the City's community center property. There is currently an above ground electrical service line that runs along the north side of the community center property line, which the new apartment building will utilize as well. The line will be buried so that it is out of the way.

To effectuate this, the City will need to grant a utility easement to Mission Apartments, LLC. Once approved by the City Council, the easement will be recorded with the County's Register of Deeds and will run with the property in perpetuity.

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

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

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MISSION, KANSAS**, a Kansas municipal corporation ("**Grantor**"), with an address of Mission City Hall, 6090 Woodson, Mission, Kansas 66202, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does hereby convey to Mission Apartments, LLC, a Kansas limited liability company, ("**Grantee**"), with an address of 411 Nichols Road, Suite 225, Kansas City, Missouri 64112, its successors and assigns, a utility easement across and under the property described in **Attachment A** attached hereto and incorporated herein (the "**Easement Property**"), to enter on the Easement Property and install, maintain and repair conduits, water, gas, sewer pipes, poles, wires, ducts, or underground cables for the transmission and distribution of electric energy and for communication purposes, the easement being across and under the following described land in the County of Johnson, State of Kansas, to wit:

### SEE ATTACHMENT FOR DESCRIPTION AND EXHIBIT

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

1. Grantee hereby agrees to restore the Easement Property to as near the original condition as possible after any use of the easement.
2. Grantor may fully cultivate, use and enjoy the Easement Property, provided that such use shall not interfere with or jeopardize the installation, maintenance or operation of the Grantee authorized by the terms of this Easement.
3. Grantee shall defend and hold Grantor harmless from and against any and all claims and damages, including reasonable attorneys' fees, resulting from any injury to persons or property or from loss of life sustained by any person arising from Grantee's entry upon or use of the Easement Property.

4. This Easement shall be filed with the Register of Deeds, Johnson County, Kansas and shall inure to and bind the heirs, executors, administrators, successors and assigns of the parties, and shall constitute a covenant running with the land.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the Easement Property.

ATTEST:

CITY OF MISSION, KANSAS

\_\_\_\_\_  
Martha Sumrall, MMC  
City Clerk

\_\_\_\_\_  
Ron Appletoft, Mayor

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
David K. Martin, City Attorney

**MUNICIPAL CORPORATE ACKNOWLEDGEMENT**

STATE OF KANSAS    )  
                                  ) SS.  
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ron Appletoft, Mayor of the City of Mission, Kansas, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Martha Sumrall, City Clerk of said municipal corporation, who are personally known to me to be the same persons who executed as such officials the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

My Appointment Expires

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

March 27, 2018

OPEN AIR / UTILITY EASEMENT  
LOT 1, THE GROVE  
CITY OF MISSION, JOHNSON COUNTY, KANSAS

All that part of Lot 1, THE GROVE, a subdivision in the city of Mission, Johnson County, Kansas, more particularly described as follows:

Beginning at Northeast corner of said Lot 1; thence S 3° 28' 40" E, along the East line of said Lot 1, a distance of 10.00 feet; thence S 87° 59' 21" W, a distance of 232.62 feet; thence N 2° 00' 39" W, a distance of 10.00 feet, to a point on the North line of said Lot 1, thence N 87° 59' 21" E, along said North line, a distance of 232.60 feet, to the Point of Beginning.

The above described tract of land contains 2,326 square feet, more or less.

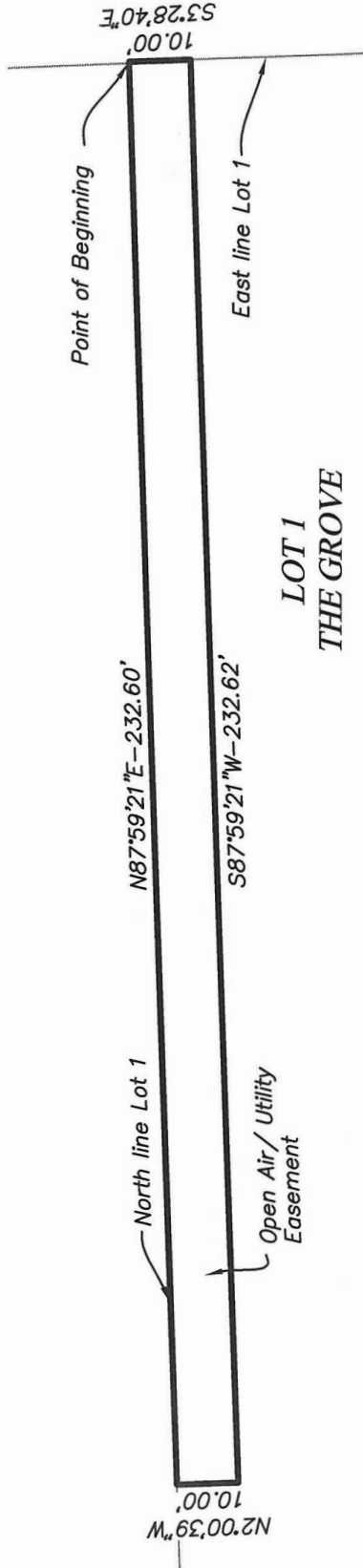


ROBERT CRAIG SANDLIN  
LICENSED  
LS-1602  
KANSAS  
LAND SURVEYOR  
3/29/18



SHAFER, KLINE & WARREN, INC.  
11250 Corporate Avenue  
Lenexa, Kansas 66219  
Phone: (913) 888-7800  
Fax: (913) 888-7868


EXHIBIT



LOT 1  
THE GROVE



**SHAFER, KLINE & WARREN**  
11250 Corporate Avenue  
Lenexa, KS 66219-1392  
913.888.7800 FAX: 913.888.7868  
SURVEYING | ENGINEERING | CONSTRUCTION



PROJECT NO. 170249-010 | DATE: 3-27-2018 | BY: klg



<b>City of Mission</b>	Item Number:	5.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	August 24th, 2018
<b>PUBLIC WORKS</b>	From:	John Belger

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

**RE:** Broadmoor Project Update

**DETAILS:** Broadmoor Street is a three lane minor collector connecting two major County Assistance Road Systems (CARS) routes, Johnson Drive and Martway Street. All of the infrastructure, including pavement, curb, sidewalk, and stormwater systems, is in poor condition. The traffic signal at Johnson Drive is in very poor condition and is in need of replacement.

The proposed improvements would consist of full depth pavement replacement, curb replacement, installation/replacement of sidewalks, ADA improvements, installation of stormwater infrastructure, replacement of street lights, and the replacement of the traffic signal at Johnson Drive and Broadmoor.

The project was originally completed, through the conceptual design phase, in 2011 by Olsson Associates. The design incorporated concepts from the *West Gateway Form Based Code* (FBC), and included on street public parking and wider sidewalks. Due to property owner concerns, and budgetary constraints resulting from other projects, the project was put on hold.

The City applied for and had Broadmoor declared a CARS eligible route in 2017. This prompted the project to be added to back into the CIP for design in 2018 and construction in 2019.

An open house was held on May 3rd, 2018 at the Community Center for property and business owners to provide feedback regarding the project. The 2011 design provided the initial starting point for conversations and feedback regarding the project, and many of the same concerns still exist.

In response to feedback received at the first open house, and after assessing some of the physical limitations of the properties and the terrain, Olsson and staff explored modifications to the 2011 design. A second option was developed to address concerns of the business and property owners in this area while also maintaining flexibility to achieve compliance with FBC in the future as properties turn over or redevelop.

A second open house was held on August 23rd, 2018, where both options were discussed. Both preliminary design plans are included in the packet. Staff is seeking Council feedback and discussion on the two options in order to provide Olsson with direction to move to a final design stage.

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

<b>City of Mission</b>	Item Number:	5.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	August 24th, 2018
<b>PUBLIC WORKS</b>	From:	John Belger

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

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

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



# Broadmoor Street Reconstruction Martway to Johnson Drive

JUNE 26, 2018

1" = 20'



METCALF



# Broadmoor Street Reconstruction Martway to Johnson Drive

**OLSSON**  
ASSOCIATES



FEBRUARY 2018

1" = 30'

