

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

**WEDNESDAY, DECEMBER 2, 2020**

**7:30 P.M.**

**(or immediately following 6:30 p.m. Finance & Administration Committee)**

**Meeting Held Virtually via Zoom**

*In consideration of the COVID-19 social distancing recommendations, this meeting will be held virtually via Zoom (<https://zoom.us/join>). The public may participate with comments by using the “chat” feature, please note all statements are made visible to the group.*

*Information will be posted, prior to the meeting, on how to join at <https://www.missionks.org/calendar.aspx>. Please contact the Administrative Offices, 913-676-8350, with any questions or concerns.*

**PUBLIC COMMENTS**

**PUBLIC PRESENTATIONS / INFORMATIONAL ONLY**

1. Replat of Mission Mart Lots 2, 3, and 4 - 5399 Martway Street, Mission, Kansas - Kaitlyn Service ([page 4](#))

The subject property is currently platted as three, separate lots. The owner intends to sell one of the lots and a portion of another to Mission Bowl Apartments, LLC (Sunflower Development Group), the developer of the proposed multi-family development project at this location. The sale is planned for December. As part of the sale, a new plat indicating the area to be purchased will need to be filed with the Johnson County Records and Tax Administration. The Planning Commission approved the plat (8-0) at their November 23 meeting.

**ACTION ITEMS**

2. Acceptance of the November 4, 2020 Community Development Committee Minutes - Audrey McClanahan ([page 11](#))

Draft minutes of the November 4, 2020 Community Development Committee meeting are included for review and acceptance.

3. Apollo Gardens (Aries Court) Stormwater Repairs - Brent Morton ([page 20](#))

In September 2020, a resident in the Apollo Gardens (Aries Court) subdivision contacted the City regarding stormwater runoff on 49th Terrace draining over the street curb and into his basement during storm events. Olsson, the City’s on-call engineer, subsequently prepared a

design drawing that included replacing the existing curb and gutter with high back curb and gutter, removing and replacing the existing sidewalk, and installing a 12-inch drain basin and underdrain to connect to an existing grate inlet. These improvements should help prevent runoff from draining over the curb and gutter and are supplemented by improvements recently completed by the Homeowners' Association. Three bids were obtained for the work and Phoenix Concrete LLC was the lowest and most responsive bidder with a bid of \$11,251.93. Funds are available in the Stormwater Utility Fund to complete this project.

4. 2021 Street Preservation Program Engineering Services Contract - Celia Duran  
([page 23](#))

Over the last several months, there have been several discussions related to development of a proposed street preservation program. Pavement condition index (PCI) and geotechnical boring data have been used to develop a proposed street preservation program with recommended street treatments, estimated costs, and timeframe for completion of street maintenance on designated streets within Mission. The City currently has \$1.1 million dollars in the street fund budget which is available for residential projects (design, construction and construction inspection) in 2021. Staff is recommending we proceed with design of both the proposed 2021 and 2022 projects. Olsson, the City's on-call engineer, has prepared a task order for design of 2021 projects in an amount not to exceed \$27,986. The scope of work for the 2021 projects includes pavement and base repair; spot sidewalk and curb and gutter removal and replacement; pavement markings; and stormwater repairs. The task order for design of proposed 2022 street preservation projects is presented for consideration in the following agenda item.

5. 2022 Street Preservation Program Engineering Services Contract - Celia Duran  
([page 35](#))

The City currently has \$1.1 million dollars available in the street fund budget for residential street projects. Staff is recommending a task order with Olsson for design of proposed 2022 projects in an amount not to exceed \$249,760. The scope of work for these projects includes full depth asphalt reconstruction; curb and gutter removal and replacement; and stormwater improvements and/or repairs which results in the higher estimated design costs. The staff recommendation is based on the need to design the 2022 street projects now so that any stormwater repairs can be identified and submitted to Johnson County Stormwater Management Program (SMP) for potential funding. Additionally, by designing 2022 projects in 2021, they will be bid in late December (2021) or early January (2022) since bidding projects early in the year typically result in more favorable bids. Construction contracts would not be awarded until additional decisions are made on dedicated sales tax renewals or other funding mechanisms.

6. Conceptual Park Master Planning - Penn Almoney ([page 52](#))

Staff recommends approval of a will present a recommendation to approve a contract with Confluence to complete the conceptual design process for Broadmoor, Waterworks, Streamway and Andersen Parks in an amount not to exceed \$35,750. The Mission Parks & Recreation Master Plan underscored the goal of expanding and improving Mission park facilities, and the next step in moving to implementation is to bring the planning process down to the specific park level. This will provide an opportunity to take a comprehensive look at the amenities to be added over a longer term horizon (10+ years), so that the location or addition of improvements in early years doesn't limit the long-term vision for the park. This

planning/conceptual design process provides opportunities to generate actionable feedback from surrounding neighbors and stakeholders.

## **DISCUSSION ITEMS**

### **OTHER**

7. Department Updates - Laura Smith

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

<b>City of Mission</b>	Item Number:	1.
<b>INFORMATIONAL ITEM</b>	Date:	December 2, 2020
<b>Community Development</b>	From:	Kaitlyn Service

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

**RE:** Replat of Mission Mart Lots 2, 3, and 4 - 5399 Martway Street, Mission, Kansas

**DETAILS:** 5399 Martway is the site of the former Mission Bowl bowling alley and miniature golf course, and the subject of a proposed multi-family development project that is currently being considered by the City Council.

The property is currently platted as three, separate lots. The owner intends to sell one of the lots and a portion of another to Mission Bowl Apartments, LLC (Sunflower Development Group), the developer of the proposed multi-family development project. The sale is planned for this December. As part of this sale, a new plat indicating the area to be purchased will need to be filed with the Johnson County Records and Tax Administration.

If the sale closes, and Mission Bowl Apartments proceeds with construction of the proposed multi-family development project, they will need to submit another plat indicating any easements and right-of-way dedication associated with the development project.

This plat was considered by the Planning Commission at their meeting on Monday, November 23rd. There was no public comment presented regarding the plat, and it was approved 8-0.

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

Related Statute/City Ordinance:	Section 455.020 of Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

**STAFF REPORT**  
**Planning Commission Meeting November 23, 2020**

**AGENDA ITEM NO.:** 1

**PROJECT NUMBER / TITLE:** Case # 20-07

**REQUEST:** Replat of Mission Mart Lots 2, 3, and 4

**LOCATION:** 5399 Martway Street

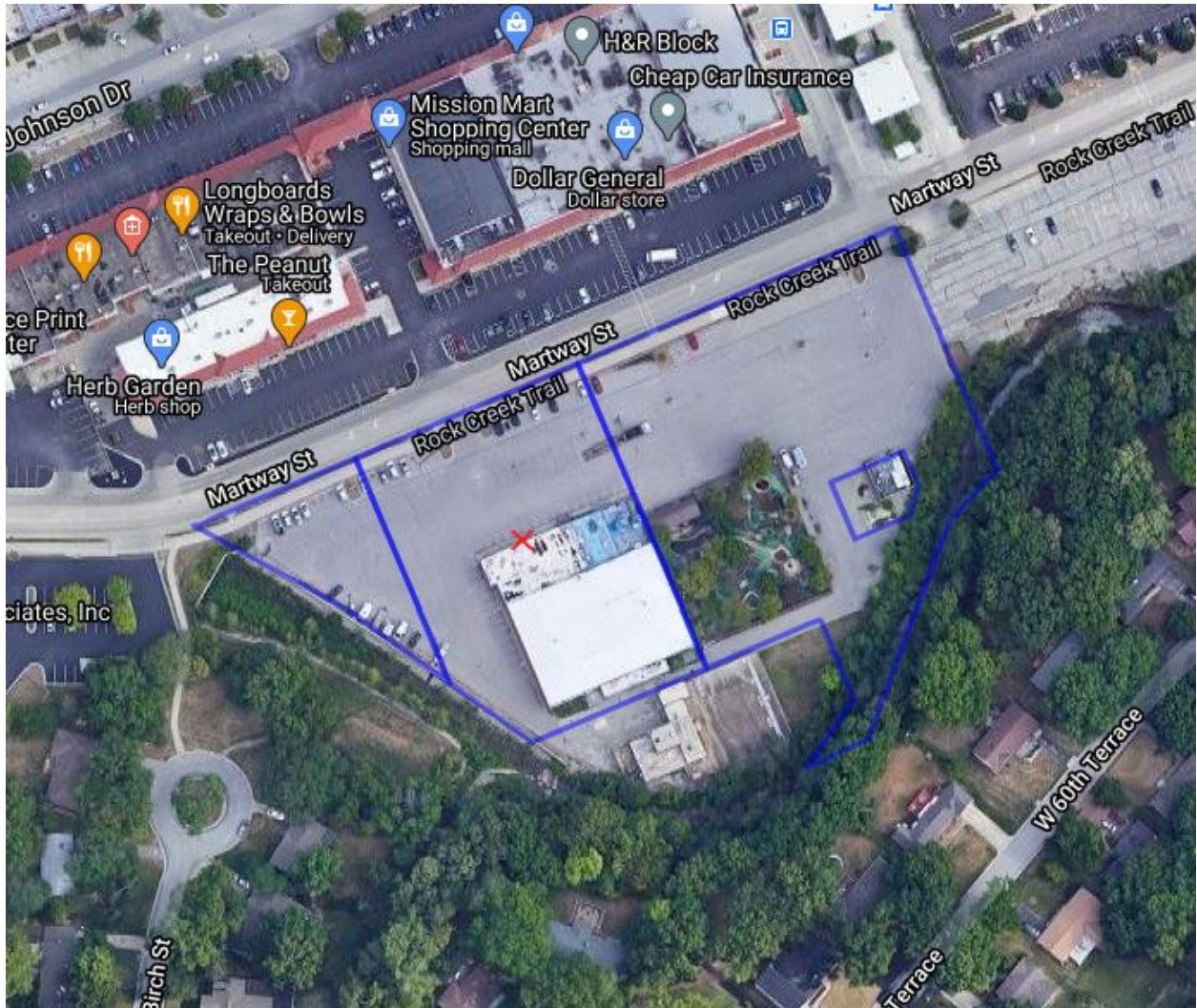
**PROPERTY OWNER:**  
Ridgeview North Associates LLC  
5426 Martway St  
Mission, KS 66205

**APPLICANT:**  
Jerald W. Pruitt, PLS, PS  
Pruitt and Dooley Surveying, LLC  
10777 Barkley, Suite 220-I  
Overland Park, KS 66211

**STAFF CONTACT:** Kaitlyn Service, Planner

**ADVERTISEMENT:** November 3, 2020 - The Legal Record

**PUBLIC HEARING:** November 23, 2020 - Planning Commission



## **Property Information**

The subject property currently contains a fire-damaged bowling alley and miniature golf course. It is currently zoned Main Street District 2 “MS2.”

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

- North: “MS2” Main Street District 2
  - Mission Mart shopping center; RideKC Mission Transit Center; Security Bank of Kansas City
- East: “MS2” Main Street District 2
  - Parking lot for Security Bank of Kansas City
- South: “R-1” Single-Family Residential & “MS2” Main Street District 2
  - Single-family homes; Rock Creek; Johnson County Wastewater
- West: “MS2” Main Street District 2
  - Parking lot for The Peanut/ Mission Mart; Birch Park

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

The Comprehensive Plan designates the site as future Medium-Density Mixed Use. This category primarily consists of medium-density attached residential housing, such as apartment dwellings. Additional uses include live-work, offices, and limited retail stores.

The Plan envisions a pedestrian-friendly area with Floor Area Ratios of 1.0 to 3.0. The district is intended to serve as a transition zone between low-density, residential neighborhoods and areas of higher intensity development.

## **Project Background**

The subject property, addressed as 5399 Martway St, is located near the southeast corner of Nall Avenue and Martway Street. The subject property is the site of the former Mission Bowl bowling alley and miniature golf course, constructed in 1958. The structure was severely damaged in a fire in 2015. Subsequent litigation impeded the restoration of the structure. The City declared the structure unsafe in December of 2019 and ordered that it be repaired or demolished.

The pending litigation involving the property was resolved earlier this year, and Ridgeview North Associates, LLC, owner of the adjacent Mission Mart shopping center, took control of the property. Ridgeview North has a contract pending to sell Lot 6 of the proposed plat to Mission Bowl, LLC for the purpose of redeveloping the property into a multi-family housing project. Ridgeview plans to keep the Lot 5 of the proposed plat for overflow parking associated with the shopping center across the street.

Over the summer, Mission Bowl, LLC submitted a preliminary development plan to the City for the construction of an apartment building on Lot 6 of the proposed plat, which it intends to purchase. The Planning Commission and the City Council approved the preliminary development plan with conditions at their meetings on August 24, 2020 and September 16, respectively.

At this time the owner is requesting approval of a replat of this property to allow the transfer of ownership of Lot 6 of the proposed plat. They would like to close on the

property by the end of the year.

All conditions of the approved preliminary development plan apply to the property when Mission Bowl LLC submits a final development plan application. These conditions include dedication of easements and coordination with Johnson County Wastewater. The applicant is aware of these requirements, but is awaiting the City's determination of the project's TIF application prior to making these elements permanent within the recorded plat for the property. The applicant indicated that further project development is necessary before they will know the ideal location for all of the easements within the site.

**Code Review: Consideration of Final Plats (440.260)**

Final plats shall be approved by the Planning Commission if it determines that:

1. The final plat substantially conforms to the approved preliminary plat and rule exceptions granted thereto.

-Consistent with the determination that was made for the Final Plat of Mission Mart Planning Commission Case #15-11, "the plat does not change the overall boundaries of the existing lots. A preliminary plat is not available for review."

2. The plat conforms to all applicable requirements of this Code, subject only to approved rule exceptions.

-Code requirements are described below. The proposed plat is in conformance.

3. All submission requirements have been satisfied.

-All of the requirements of 440.250-Submission of Final Plats have been satisfied.

4. Approval of a final plat shall require the affirmative vote of a majority of the membership of the Planning Commission.

**Analysis:**

**Lots**

The applicant proposes to replat Lots 2, 3, and 4 of the Final Plat of Mission Mart, which was approved by the City in 2015. The three from the original Mission Mart Plat would turn into the two lots shown on the proposed replat.

The current MS2 zoning does not require front, side, or rear yard setbacks except when adjacent to "R-1" or "R-2" properties. The current and proposed buildings meet the required setback from the R-1 properties to the south of the subject property.

Under the conventional MS2 zoning, the minimum lot area per multi-family dwelling is 1,245 square feet per unit (35 units per acre). This would permit 111 units on Lot 6, which is 3.17 acres. However, in their approval of the preliminary development plan, the Planning Commission and City Council approved a density deviation in accordance with the standards for planned zoning districts to allow up to 168 units on the 3.17 acre property (53 units per acre).

- Lot 5: 27,497.19 sq. ft. or 0.63 acres
- Lot 6: 138,147.41 sq. ft. or 3.17 acres

### Easements

The Pedestrian/Bicycle Trail Easement for the Rock Creek Trail that was previously recorded as part of Martway Street improvements is shown on the proposed plat.

### Staff Recommendation

Staff recommends the Planning Commission approve the final plat for Case # 20-07 the plat of land to be known as “Final Plat of Mission Mart Second Plat- A Replat of Lots 2, 3, and 4.”

### Planning Commission Action

The Planning Commission considered the application for a replat of Mission Mart Lots 2, 3, and 4 at their meeting on November 23, 2020. They approved Case # 20-07 Replat of Mission Mart Lots 2, 3, and 4 with the stipulation that the final prepared plat have the signed seal of the surveyor that prepared the plat. Approved 8-0.

### City Council Action

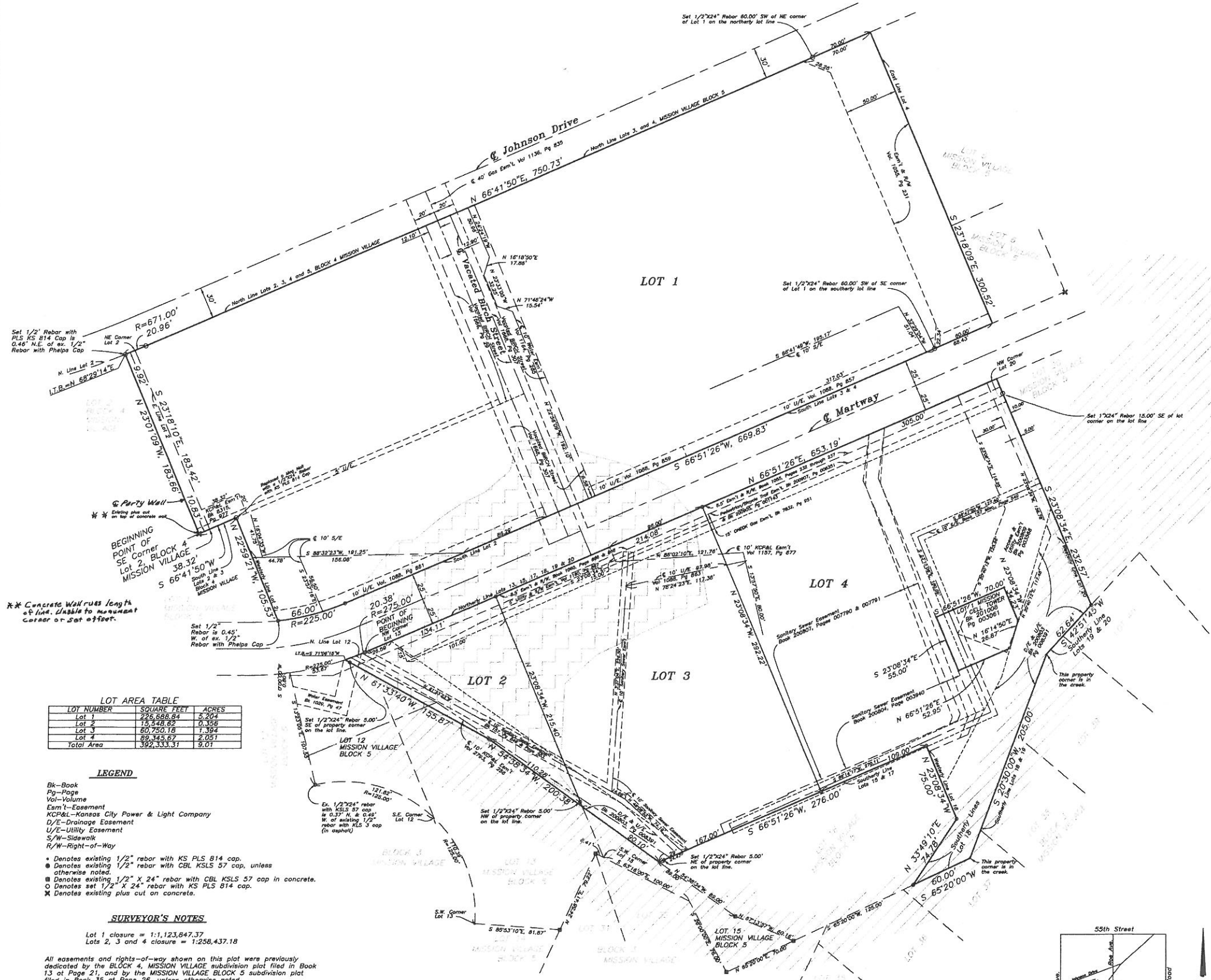
The City Council will consider Case # 20-07 Replat of Mission Mart Lots 2, 3, and 4 at their meeting on December 16, 2020.





20151029-200779  
 P. 1 of 1 F. \$23.00 10:38:07 AM  
 Register of Deeds 12015008128  
 JO CO KS BK:201512 PG:000779

FINAL PLAT OF  
**MISSION MART**  
 A REPLAT OF PART OF  
 BLOCK 4, MISSION VILLAGE & MISSION  
 VILLAGE BLOCK 5, IN MISSION,  
 JOHNSON COUNTY, KANSAS.



**DESCRIPTION:**  
 All of Lots 2, 3, and 4, MISSION VILLAGE, BLOCK 5, a subdivision of land in the City of Mission, Johnson County, Kansas, ALSO All of Lots 3, 4, and 5, BLOCK 4, MISSION VILLAGE, a subdivision of land in the City of Mission, Johnson County, Kansas, along with the adjoining vacated right-of-way of Birch Street, and that part of Lot 2, said BLOCK 4, MISSION VILLAGE, described as follows: Beginning at the Southeast corner of said Lot 2; Thence South 66 degrees, 41 minutes, 50 seconds West along the South line of said Lot 2, 10.93 feet; Thence North 23 degrees, 01 minutes, 09 seconds West, 183.65 feet to a point on the North line of said Lot 2; Thence Northeast along the North line of said Lot 2 on a curve to the left with a radius of 671.00 feet and an initial tangent bearing of North 68 degrees, 29 minutes, 14 seconds East, 9.92 feet to the Northeast corner of said Lot 2; Thence South 23 degrees, 18 minutes, 10 seconds East along the East line of said Lot 2, 183.42 feet to the Point of Beginning. Containing 226,696 square feet, or 5.204 acres, more or less.

**ALSO:**  
 \* along with the adjoining vacated right-of-way of Birch Street  
 All of Lots 17, 18, and 19, and part of Lots 12, 13, 15, and 20, MISSION VILLAGE, BLOCK 5, a subdivision of land in the City of Mission, Johnson County, Kansas, all being described as follows: Beginning at the Northwest corner of said Lot 13; Thence North 68 degrees, 51 minutes, 26 seconds East along the Northerly line of said Lots 13, 15, 17, 18, 19, and 20, 653.19 to a point 5.00 feet Northeast of the Northeast corner of said Lot 19; Thence South 23 degrees, 08 minutes, 34 seconds East along a line that is 5.00 feet Northeast of and parallel with the Easterly line of said Lot 19, 232.57 feet to a point on the Southerly line of said Lot 20; Thence South 42 degrees, 51 minutes, 45 seconds West along the Southerly line of said Lots 19 and 20, 62.64 feet to a bend point in said Lot 19; Thence South 20 degrees, 30 minutes, 00 seconds West along the Southerly line of said Lots 18 and 19, 205.00 feet; Thence South 65 degrees, 20 minutes, 00 seconds West along the Southerly line of said Lot 16, 60.00 feet; Thence North 33 degrees, 49 minutes, 10 seconds East along said Southerly line, 74.78 feet; Thence North 23 degrees, 08 minutes, 34 seconds West along the Westerly line of said Lot 18, 75.00 feet; Thence South 66 degrees, 51 minutes, 26 seconds West along the Southerly line of said Lots 15, 17, and 18, 276.00 feet; Thence North 54 degrees, 38 minutes, 34 seconds West, 200.38 feet; Thence North 61 degrees, 33 minutes, 40 seconds West, 155.87 feet to a point on the Northerly line of said Lot 12; Thence Northeast along the Northerly line of said Lot 12, on a curve to the left with a radius of 275.00 feet and an initial tangent bearing South 71 degrees, 06 minutes, 15 seconds East, 20.38 feet to the Point of Beginning, EXCEPT that part thereof plotted as MISSION CELL TOWER, a subdivision in the City of Mission, Johnson County, Kansas, containing 169,317 square feet, or 3.887 acres, more or less.

Subject to any easements, rights-of-way, restrictions or covenants of record.

**DEDICATION:** The undersigned proprietors of the above described tract of land having caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereinafter be known as "MISSION MART", a subdivision of land in the City of Mission, Johnson County, Kansas.

**IN TESTIMONY WHEREOF:** The undersigned owner of the property described herein, has hereunto set his hand this 29th day of October, 2015.

Mission Mart Shopping Center, L.L.C.,  
 a Kansas limited liability company  
 Steve Choikhit, Manager

STATE OF KANSAS )  
 COUNTY OF JOHNSON ) ss  
 I, Jerald W. Pruitt, County Clerk, do hereby certify that this instrument was acknowledged before me on the 29th day of October, 2015, by Steve Choikhit as Manager of Mission Mart Shopping Center, L.L.C., a Kansas limited liability company.  
 Jerald W. Pruitt (Seal)

JERALD W. PRUITT  
 Notary Public  
 State of Kansas  
 My Commission Expires 06/29/2016

My appointment expires October 29, 2015.

APPROVED BY THE Planning Commission of the City of Mission, Johnson County, Kansas, this 26th day of October, 2015.

Mike Lee  
 Chairman

This survey was completed in the field in September, 2015; said survey was conducted under my direct supervision; and, to the best of my knowledge and belief, the above plat correctly portrays the results of the survey of the above described property.  
 Jerald W. Pruitt, PLS 814



Client:  
 Mission Mart Shopping Center,  
 LLC, a Kansas limited liability  
 company  
 5426 Martway  
 Mission, KS 66205

Scale 1" = 50'  
 50 25 0 50 100  
 SCALE IN FEET

**LOT AREA TABLE**

LOT NUMBER	SQUARE FEET	ACRES
Lot 1	226,688.84	5.204
Lot 2	15,449.82	0.356
Lot 3	89,750.18	2.051
Lot 4	89,345.67	2.051
Total Area	392,333.31	9.01

**LEGEND**  
 Bk-Book  
 Pg-Page  
 Vol-Volume  
 Eas't-Easement  
 KCP&L-Kansas City Power & Light Company  
 D/E-Drainage Easement  
 U/E-Utility Easement  
 S/W-Sidewalk  
 R/W-Right-of-Way  
 • Denotes existing 1/2" rebar with KS PLS 814 cap.  
 • Denotes existing 1/2" rebar with CBL KSLS 57 cap, unless otherwise noted.  
 • Denotes existing 1/2" X 24" rebar with CBL KSLS 57 cap in concrete.  
 • Denotes set 1/2" X 24" rebar with KS PLS 814 cap.  
 X Denotes existing plus cut on concrete.

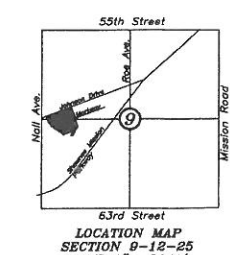
**SURVEYOR'S NOTES**  
 Lot 1 closure = 1:1,123,847.37  
 Lots 2, 3 and 4 closure = 1:258,437.18

All easements and rights-of-way shown on this plat were previously dedicated by the BLOCK 4, MISSION VILLAGE subdivision plat filed in Book 13 at Page 21, and by the MISSION VILLAGE BLOCK 5 subdivision plat filed in Book 35 at Page 26, unless otherwise noted.

The bearings are based on the MISSION VILLAGE BLOCK 5 subdivision plat filed in Book 35 at Page 26.

This area is shown as being protected from the 1 percent annual chance or greater flood hazard by a levee system. Overlapping or failure of any levee system is possible, according to the Letter of Map Revision (LOMR), Case Number 11-07-1190P, issued February 8, 2012 by the Federal Emergency Management Agency.

This area is a floodway area in Zone AE. The floodway is the channel of a stream and must be kept free of encroachment, according to the Letter of Map Revision (LOMR), Case Number 11-07-1190P, issued February 8, 2012 by the Federal Emergency Management Agency.



REVIEWED  
 Jerald W. Pruitt, County Clerk  
 DEPUTY COUNTY SURVEYOR  
 DATE: 11-25-15

**MISSION MART**  
 Mission, Johnson County, Kansas

**PRUITT and DOOLEY SURVEYING, LLC**  
 7912 Elm Ave. 10777 Barkley, Ste. 220-1  
 Roytown, MO 64138 Overland Park, KS 66211  
 816-699-4239 913-652-9002

Job No. 15-0811 September 13, 2015 1 SHEET OF 1

# FINAL PLAT OF MISSION MART SECOND PLAT

A REPLAT OF LOTS 2, 3, & 4,  
MISSION MART, A SUBDIVISION  
IN THE CITY OF MISSION,  
JOHNSON COUNTY, KANSAS.

**DESCRIPTION:**  
All of Lots 2, 3, and 4, MISSION MART, a subdivision of land in the City of Mission, Johnson County, Kansas, according to the plat filed December 2, 2015 in Book 201512 at Page 000779.

**DEDICATION:** The undersigned proprietors of the above described tract of land having caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereinafter be known as "MISSION MART SECOND PLAT", a subdivision of land in the City of Mission, Johnson County, Kansas.

**IN TESTIMONY WHEREOF:** The undersigned owner of the property described herein, has hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Ridgeview North Associates, L.L.C.,  
a Kansas limited liability company, d.b.a.  
Mission Mart Shopping Center, L.L.C.,  
a Kansas limited liability company

Steve Choikhit, Manager

STATE OF KANSAS )  
COUNTY OF JOHNSON ) ss

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Steve Choikhit as Manager of Ridgeview North Associates, L.L.C., a Kansas limited liability company, d.b.a. Mission Mart Shopping Center, L.L.C., a Kansas limited liability company.

(Seal)

Jerald W. Pruitt

My appointment expires October 29, 20\_\_.

APPROVED BY THE Planning Commission of the City of Mission, Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

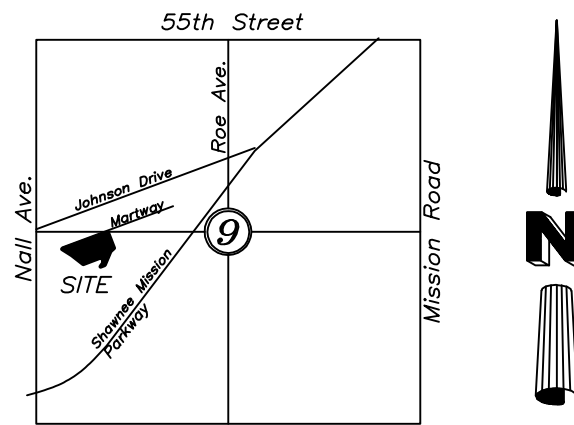
Chairman: Mike Lee

APPROVED BY THE City Council of the City of Mission, Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

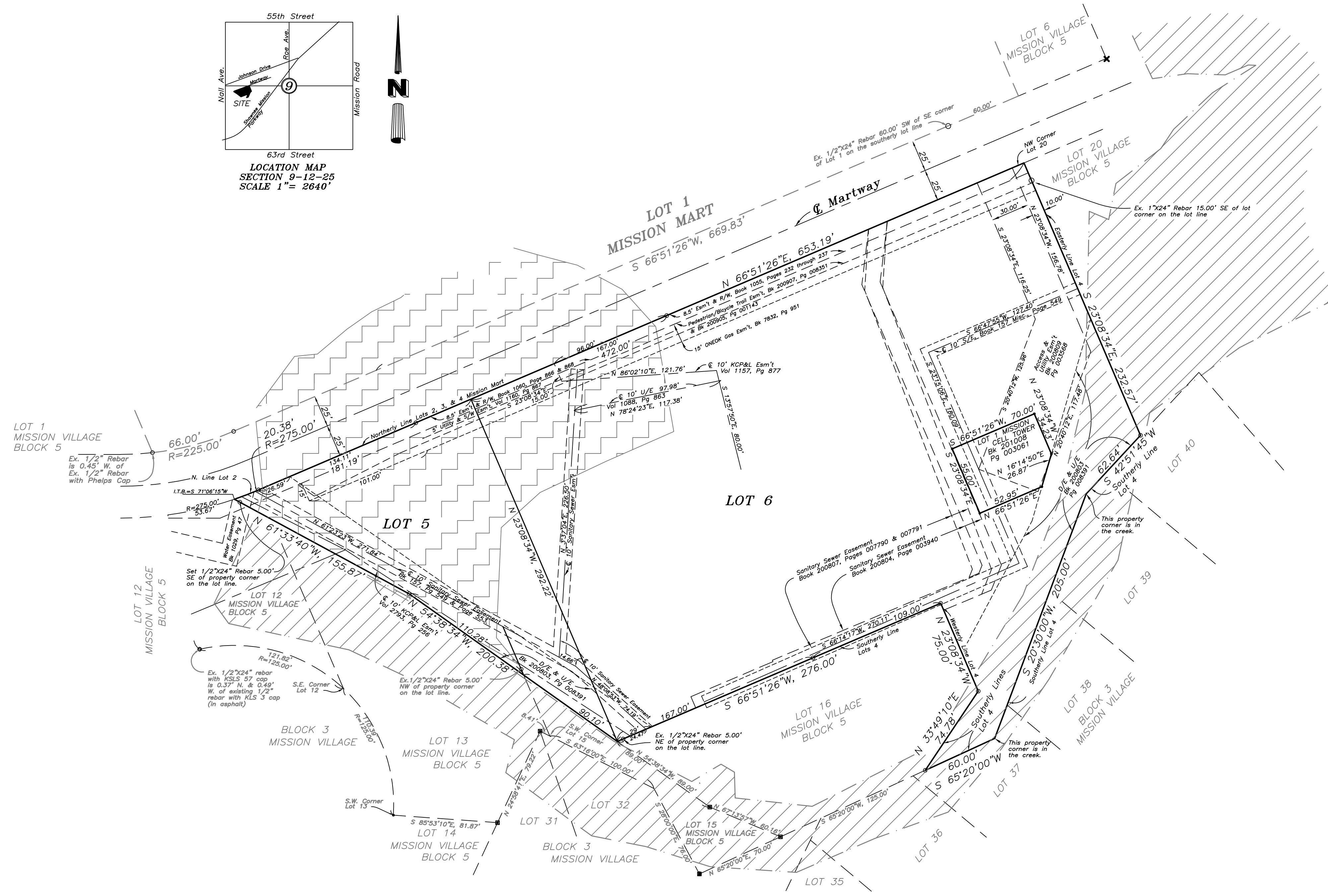
Mayor: Ronald E. Appletoft

City Clerk: Audrey McClanahan

This survey was completed in the field in October, 2020; said survey was conducted under my direct supervision; and, to the best of my knowledge and belief, the above plat correctly portrays the results of the survey of the above described property.  
Jerald W. Pruitt, PS 814



LOCATION MAP  
SECTION 9-12-25  
SCALE 1"= 2640'



**SURVEYOR'S NOTES**

Lot 5 closure = 1: 2,125,100.00  
Lot 6 closure = 1: 1,093,881.25  
Plat closure = 1: 1,119,894.44

All easements and rights-of-way shown on this plat were previously dedicated by the BLOCK 4, MISSION VILLAGE subdivision plat filed in Book 13 of Page 21, and by the MISSION VILLAGE BLOCK 5 subdivision plat filed in Book 35 of Page 26, unless otherwise noted.

The bearings are based on the MISSION MART subdivision plat filed in Book 201512 at Page 000779.

**LEGEND**

- Bk—Book
- Pg—Page
- Vol—Volume
- Esm't—Easement
- KCP&L—Kansas City Power & Light Company
- D/E—Drainage Easement
- U/E—Utility Easement
- S/W—Sidewalk
- R/W—Right-of-Way

- Denotes set 1/2" rebar with KS PS 814 cap.
- Denotes existing 1/2" rebar with CBL KSL5 57 cap, unless otherwise noted.
- Denotes existing 1/2" x 24" rebar with CBL KSL5 57 cap in concrete.
- Denotes existing 1/2" x 24" rebar with KS PLS 814 cap.
- ✱ Denotes existing plus cut on concrete.

LOT AREA TABLE		
LOT NUMBER	SQUARE FEET	ACRES
Lot 5	27,449.19	0.63
Lot 6	1,361,474.1	3.17
Plat area	165,644.60	3.80

This area is shown as being protected from the 1 percent annual chance or greater flood hazard by a levee system. Overlapping or failure of any levee system is possible, according to the Letter of Map Revision (LOMR), Case Number 11-07-1190P, issued February 8, 2012 by the Federal Emergency Management Agency.

This area is a floodway area in Zone AE. The floodway is the channel of a stream and must be kept free of encroachment, according to the Letter of Map Revision (LOMR), Case Number 11-07-1190P, issued February 8, 2012 by the Federal Emergency Management Agency.

Client:  
Ridgeview North Associates, L.L.C.,  
a Kansas limited liability company  
d.b.a.  
Mission Mart Shopping Center,  
L.L.C., a Kansas limited liability  
company  
3425 Martway  
Mission, KS 66205



**MISSION MART SECOND PLAT**

Part of the S.W. 1/4 Sec. 12, Township 12 South, Range 25 East  
Mission, Johnson County, Kansas

**PRUITT and DOOLEY SURVEYING, LLC**  
7912 Elm Ave. 10777 Barkley, Ste. 220-I  
Raytown, MO 64138 Overland Park, KS 66211  
816-699-4239 913-652-9002

Job No. 20-0915 October 8, 2020  
Mission Mart Second Plat.dwg 1 SHEET OF 1

<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Audrey McClanahan

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

**RE:** November 4, 2020 Community Development Committee minutes.

**RECOMMENDATION:** Review and accept the November 4, 2020 minutes of the Community Development Committee.

**DETAILS:** Minutes of the November 4, 2020 Community Development Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered accepted as presented.

Draft minutes are linked to the City Council agenda packet so that the public may review the discussion from the committee meeting in advance of the Council action on any particular item.

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

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

## **MINUTES OF THE MISSION COMMUNITY DEVELOPMENT COMMITTEE**

November 4, 2020

The Mission Community Development Committee met virtually via ZOOM on Wednesday, November 4, 2020. The following Committee members were present: Trent Boultinghouse, Hillary Thomas, Arcie Rothrock, Nick Schlossmacher, Kristin Inman, Sollie Flora, Debbie Kring and Ken Davis. Mayor Appletoft was also present. Councilmember Flora called the meeting to order at 8:00 p.m.

The following staff were present: City Administrator Laura Smith, Assistant City Administrator Brian Scott, City Clerk Audrey McClanahan, Assistant to the City Administrator Emily Randel, Public Works Director Celia Duran, Public Works Superintendent Brent Morton, Parks & Recreation Director Penn Almoney and Interim Police Chief Dan Madden.

### **Public Comments**

Councilmember Flora reminded the public they can participate via the chat feature on ZOOM. All comments will be visible to the group.

There were no public comments.

### **Public Presentations**

There were no public presentations at the meeting.

### **Acceptance of the October 7, 2020 Community Development Committee Minutes**

Minutes of the October 7, 2020 Community Development Committee were provided to the Committee. There being no objections or corrections, the minutes were accepted as presented.

### **Purchase of Pickup Truck for Public Works**

Mr. Morton presented on the purchase of a 2021 Ford F-150 4x4 Crew Cab pickup truck for the Public Works Department. The 2020 budget included \$301,000 in the Equipment Reserve and Replacement Fund and \$8,000 in the General Fund to replace a dump truck and equipment, a skid steer loader with attachments, an electronic arrow board, and a pickup truck.

The dump truck, skid steer loader, and electronic arrow board were approved for purchase at the October 21, 2020 City Council meeting at a total cost of \$254,385. The remaining item in the 2020 Capital Equipment Budget to be considered for purchase is the pickup truck. This pickup truck will be used for park maintenance, special events, winter sidewalk treatment, and field visits and external meetings by the Public Works Director. The current pickup truck (truck #159), a 2007 Chevy 1500, has continued to require transmission repairs and is three years past its

anticipated 10-year replacement cycle, it will be surplus and sold. Quotes were solicited for replacing the pickup truck with Shawnee Mission Ford offering the best purchase price at \$32,929.

Councilmember Davis recommended the purchase of one (1) 2021 Ford F-150 4x4 crew cab pickup truck for the Public Works Department be forwarded to Council for approval. All on the Committee agreed, this will be a consent agenda item.

### **Snow Shoveling Ordinance**

Ms. Duran reported that on several occasions, the Council had discussed the City's current policy for shoveling sidewalks after a snowfall. The discussion included concerns regarding students walking to school on unshoveled sidewalks in residential areas, as well as uncleared sidewalks in some commercial locations. Resolution No. 786 which was approved in 2010, states that "owners of property adjacent to public right-of-way or easement upon which a public sidewalk is located are encouraged to remove snow, ice and other debris therefrom." Although property owners are encouraged to shovel, this Resolution does not specifically require property owners to shovel sidewalks and there is no enforcement mechanism or associated fine schedule. This makes it difficult for staff to respond effectively to complaints.

As of March 2020, seven of sixteen cities in Johnson County have adopted policies that require property owners to shovel snow on sidewalks in public right-of-way adjacent to their property. The typical timeframe required to shovel snow is within 48 hours after a snowfall, although there are some variations in some of the cities. In order to address Council concerns, Staff recommended adoption of an ordinance that would require property owners to shovel sidewalks within 48 hours after the end of a snow storm. This would be incorporated into Chapter 220, Nuisances, of Mission's Municipal Code.

The proposed ordinance includes a courtesy notice that will be sent to owners, occupants or agents in charge of the property adjacent to public sidewalks with snow and ice in violation of this ordinance. This notice will inform them of the requirement to remove snow and ice within 48 hours after a snowfall. No fee or assessment will be charged with the courtesy notice. Only one courtesy notice each winter season shall be required. With passage of the ordinance, staff is provided with opportunities to require private property owners (apartments, commercial properties) to complete the snow removal, thereby alleviating the need for the City to dedicate limited staff resources to this purpose. Staff plans to inform and educate residents and business owners through the website, mailings, Mission Magazine, etc. following ordinance approval.

Councilmember Kring recommended this be highlighted in the Mission Magazine in order to bring awareness for residents during the upcoming winter season. Ms. Smith confirmed that the City plans to do a public education campaign and release information in an upcoming newsletter as an opportunity to introduce these changes.

Councilmember Thomas emphasised the importance of keeping the school zones safe and clear for students and thanked Ms. Duran for her work. Ms. Duran confirmed that Public Works will keep watch on those areas and that this ordinance should assist in cleaning up the sidewalks, she also thanked Mr. Scott and the Community Development team for their assistance with this item.

Councilmember Davis thanked Ms. Duran for all her work and recommended the Ordinance adopting requirements for keeping public sidewalks free of snow and ice within 48 hours after a snowfall be forwarded to Council for approval. All on the Committee agreed, this will be a non-consent agenda item.

### **FCIP Consultant Selection**

Ms. Randel reported on the Facility Conservation Improvement Program Consultant Selection. In July 2019, the Community Development Committee directed staff to move forward with the Facility Conservation Improvement Program (FCIP) offered by the Kansas Corporation Commission (KCC) as a way to achieve energy conservation through energy performance contracts. Cities may take advantage of the program's single procurement energy performance contracts that include the cost of an energy study, audit, improvement or equipment design and costs associated with the implementation of approved improvements. Energy performance contracting guarantees energy savings, and if the savings are not achieved, the Energy Service Company (ESCO) reimburses the City the difference. An energy audit at the Community Center has been a Council priority, and maintenance issues have also been an increasing concern at both the Community Center and the Public Works facilities.

Staff engaged in the process in summer of 2020 and selected three Energy Service Companies (ESCOs) from the State of Kansas' pre-approved list and invited them to conduct walk-throughs of the City facilities. Staff provided the firms with utility billing history information, mechanical equipment lists and maintenance records, building plans, and energy usage information related to the City's streetlights. The three Energy Services Companies selected were Navitas, LLC., Energy Service Companies (ESP), and Control Technology & Solutions, LLC (CTS Group). On October 26, the three firms presented their qualifications and a preliminary review of the City's energy demands and potential savings via a virtual meeting. The review group consisted of two councilmembers, a member of the Sustainability Commission, a member from the Planning Commission, and four City staff members. Lynn Retz and David Carter also participated. Based on the ranked scoring completed by each of the members of the review group, staff recommended pursuing an investment grade audit with Control Technology & Solutions, LLC (CTS Group).

The investment grade audit will incorporate feedback from City staff, the City Council and members of the Sustainability Commission to determine what elements to include in the improvements. The audit will include detailed analysis of the energy needs of the City and the anticipated cost of upgrading or replacing various equipment in each building. The audit will also

weigh the benefits of converting the streetlights not yet using LED lighting. Each element included in the eventual contract and project will be evaluated by the ESCO, the project team, City Council, and the Sustainability Commission. The audit will include engineering and construction services and will be comprehensive in fee for service, the administrative fee owed to the State, and the monitoring of the improvements for a minimum of three years following installation.

Councilmember Davis thanked staff as well as Lynn Retz and David Carter, for their assistance, and commented that the process was very thorough and appreciates the selection process for the company, adding that their experience with municipalities and aquatic centers will be a benefit to this assessment. Councilmember Schlossmacher agreed with Councilmember Davis, stressing that CTS' presentation was very detailed and is looking forward to utilizing their expertise in making improvements.

Councilmember Davis recommended the authorization for staff to formally enter into the Facility Conservation Improvement Program (FCIP) and solicit an investment grade audit with Control Technology & Solutions, LLC. be forwarded to Council for approval. All on the Committee agreed, this will be a consent agenda item.

### **Discussion Items**

#### **Regional Wayfinding Signage**

Mr. Almoney reported that the Kansas City Area Transportation Authority, several local jurisdictions, and MARC worked together on Connecting Our Region: Kansas City's Regional Wayfinding Plan which was part of the Planning Sustainable Places project. Individual surveys, events, public meetings, various stakeholder engagement presentations and in-person interviews informed the design committee. The Planning Sustainable Places project worked to create an inclusive signage plan that enhances the visitor experience and fits the needs of bicyclists, pedestrians and transit users across the metro area. The goal was to develop a system that helps users find logical and safe connections between key destinations and commercial districts in the region.

During the October 7 Community Development Committee meeting staff shared the feedback from Parks, Recreation and Tree Commission members and recommended two high-traffic intersections for implementation (Lamar Ave/Shawnee Mission Pkwy and Lamar Ave/Johnson Dr). Staff also shared the 'Information Sign' design along with the park signage that Overland Park recently bid out and installed.

Mr. Almoney addressed possible funding opportunities including an 80/20 matching split, from the Transportation Alternatives Program (TAP), for trail, sidewalk, bike and pedestrian activities which can be applied for in 2022. Another program available through the Kansas Department of Transportation is the Surface Transportation (STP) Block Grant. Finally, the Recreation Trail

Program from the Kansas Department of Wildlife, Parks and Tourism which has a cap of \$250,000 and additional improvements to trail systems will be explored as a possible funding option for the wayfinding signage.

The City may have some signage coordination opportunities with other interested cities. Overland Park is continuing with wayfinding in their downtown and parks areas which could include partnership and a \$100k/\$50k split for the 2023/2024 STAP and block grant funding. By partnering with Overland Park, Mission could have the opportunity to purchase signs at a much lower cost. The next steps in this process, will be prioritizing destinations, bike/pedestrian routes and transit routes. The Committee will need to consider various design styles and a long range strategy for implementation.

There is currently \$80,000 in the Parks & Recreation Sales Tax Fund that has been carried over and set aside for purchase and installation of monument sign costs in the outdoor parks. Staff is currently working on design and pricing of the monument signs before proceeding with a final recommendation on how best to incorporate or plan for the wayfinding signage. Staff will continue to evaluate funding options and desired locations as a formal recommendation is developed. Consideration should be given to the intent to connect the region and create a seamless transition from one city to another. This is especially important to trail users, tourists, and transit patrons.

Councilmember Davis asked if the payments that are contemplated for 2021 count towards matching the grant requirements. Mr. Almoney replied that it could potentially count and could show the City's prioritization of this project by a contribution amount.

Councilmember Thomas asked about the current old logo signage around the City and how that would transition. She also asked about in-house signmaking capabilities and if there was a possibility to produce some of this signage through the City's sign shop.

Mr. Almoney said that in regards to the City's current inventory, the best course of action would be to keep the majority of the signage and switch out the brand that is on them in an effort to not invest in new posts and hardware. He explained that the reason for the heavy emphasis on the Regional Transportation Plan is because they have produced a lot of the design elements as well as compiled with ADA standards. There should not be any issues with receiving permits from KDOT since applicable requirements have already been considered. Councilmember Flora expressed concern with the costs associated with this project.

Councilmember Davis commented that the Comprehensive Plan would be evaluating options to include entrance signage which would produce feedback from the survey as to what people are hoping to see in the City.

Councilmember Thomas asked about the steps for the monument signs. Mr. Almoney replied that there are already some designs for the various signs and they will be presented at the



upcoming meeting of the Parks, Recreation and Tree Commission. After they receive their feedback, they will present it to Council as well as residents.

For the next steps, Ms. Smith commented that it would be important to do a comprehensive inventory and produce a cost estimate to bring back to Council once there is a recommendation from the Parks, Recreation and Tree Commission.

### **Snow Plan**

Mr. Morton presented on the Snow Plan for 2020-2021 which included the Miscellaneous Snow Removal Table and Snow Removal Maps. These documents serve as the guideline for snow removal activities conducted by the Mission Public Works Department. He explained that once there is snowfall, they are staffed with crews twenty-four hours, all week with two-shifts of twelve-hours. The crews change shifts every month in an effort to alleviate one crew from staying too long on a night shift. The crews have a two-hour reporting window to allow adequate time for them to get into work. The Department works closely with the Police in order to quickly address slick spots and have them treated as soon as possible.

The current inventory of trucks include seven with snow plows with a couple back-up trucks as well. Mr. Morton commented that the staff really does a great job. The crews begin salting when the weather gets below twenty degrees, if there is snowfall then they will plow the streets and follow-up with salt when the temperatures rise. The crews focus on the highest problem sections which include hills and traffic areas. He explained that they focus on clearing as much snow as possible during the night to have better access to the areas as well as alleviate issues for traffic. The truck routes have not changed and the only foreseeable issue is the heavy snow storms which might take crews a little longer to clear.

Councilmember Davis thanked Mr. Morton and staff and added that they do a great job every year.

Councilmember Thomas commented and Councilmember Flora agreed that our snowplowing is a point of pride for Mission.

### **Mission Market Season Update**

Ms. Randel gave an update on the 2020 Mission Market season. Due to the COVID-19 pandemic, the Mission Market was significantly altered despite planning being well underway by the time of the first shut-downs in March. The Market Coordinators altered plans and worked with vendors to still open on the original date of June 6 for a successful 13 week season. This included making adjustments for pre-ordering, emphasizing masks and social distancing as well as introducing hand-washing stations.

While average daily attendance was drastically reduced from 2019 averages, (60 average daily visitors compared to 600 in 2019), several goals were still achieved:

- Providing a safe shopping experience
- Providing fresh and local food to local residents
- Connecting local makers, farmers and artists with customers
- Continuing public engagement, social media outreach and communication with the community, in preparation for 2021
- Creating an online shopping platform for market merchandise

The market continued to grow a social media community throughout the 2020 season, surpassing 900 followers on Instagram and nearly 2,000 on Facebook. The Market hosted seven new vendors and staff expects most of them to return in 2021. Staff intends to plan for a season in 2021 that will include music, special events, and the return of the beer and wine gardens as safety protocols allow. The experience of 2020 has created greater flexibility to modify the market practices, and plans can be altered quickly if necessary.

There are no significant capital investments planned at this time, but additional seating has been identified as the primary need based on feedback from 2019. That can be achieved with additional portable picnic tables in the short term, and more permanent seating in the longer term. Portable picnic tables can be accommodated with budgeted funds for 2021.

Councilmember Boultinghouse thanked Ms. Randel and staff for all their hard work to coordinate this Market season and commented that it seems to always end too soon. Ms. Randel replied that extending the season could definitely be considered and appreciated Councilmember Boultinghouse's thoughts and support.

### **Other**

### **Department Updates**

Ms. Smith reminded the Committee that on Wednesday, November 11th, City Hall offices will be closed in observance of Veterans' Day.

The City's Comprehensive Plan survey has been extended on the website to allow for more feedback. Staff was challenged to reach out to ten people to help promote the survey and that has received positive support.

There was a successful Harvester's food distribution event at Shawnee Mission North High School which marked the last one for the season, however, the City is currently coordinating with the Organization in order to continue to offer distribution events in 2021.

The Council approved last month the improvements to Hodges Drive and 61st Street intersection. The work has begun and notification has been sent about the construction with the hope to finish the project within thirty-days.

Ms. Smith reported an update from Interim Police Chief Madden, explaining that in order to stay committed to the policing accountability conversations around racial equity and social justice, almost all people in the Department have been certified in Crisis Intervention Training. Interim Police Chief Madden has also been evaluating the Department's ability to do in-house training, officers will be participating in classes to become instructors in both de-escalation and fair and impartial policing or biased based policing. Ms. Smith added that she is pleased to see these important steps progressing forward under Interim Police Chief Madden's leadership and appreciates all the hard work.

**Meeting Close**

There being no further business to come before the Committee, the meeting of the Community Development Committee adjourned at 9:08 p.m.

Respectfully submitted,

Audrey M. McClanahan  
City Clerk

<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Public Works</b>	From:	Brent Morton

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

**RE:** Apollo Gardens (Aries Court) Stormwater Repairs

**RECOMMENDATION:** Approve a contract with Phoenix Concrete LLC for stormwater repairs in the vicinity of 6582 W. 49th St. in an amount not to exceed \$11, 251.93.

**DETAILS:** In September 2020, a resident at 6582 W. 49th St. in the Apollo Gardens (Aries Court) subdivision contacted the City stating that stormwater runoff on 49th Terrace was draining over the street curb and into his basement during storm events. Public Works staff and Olsson, the City’s on-call design consultant, performed a site visit and observed that the existing curb height was low allowing runoff to drain over it and there was no stormwater infrastructure in this area to capture the runoff. The property owner was using sand bags placed behind the curb in an attempt to prevent further runoff into the dwelling unit.

Olsson subsequently prepared a concept design drawing that included replacing the existing curb and gutter with a high back Type B curb and gutter, removing and replacing the existing sidewalk, and installing a 12-inch drain basin and underdrain to connect to an existing grate inlet.

Three bids were obtained for the project with Phoenix Concrete LLC submitting the lowest and most responsive bid. The bids are included in the table below:

<b>Apollo Gardens (Aries Court) Stormwater Repairs Bids</b>	
Phoenix Concrete LLC	\$ 11,251.93
Tribeca Concrete Construction, LLC	\$ 14,613.00
Amino Brothers Co., Inc.	\$ 19,296.00

The improvements should help prevent runoff from draining over the curb and gutter and are intended to work in conjunction with improvements recently completed by the Homeowners’ Association. The HOA’s improvements included regrading and installing a small rock wall adjacent to the resident’s basement window, upsizing the existing stormwater inlet, and redirecting the stormwater outfall to keep the water away from the dwelling.

Following notice to proceed, the project is estimated to be completed by mid-February weather permitting. The project will be paid from the Stormwater Utility Fund.

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

Related Statute/City Ordinance:	NA
Line Item Code/Description:	22-61-207-03
Available Budget:	\$11,251.93

# PHOENIX CONCRETE LLC.

15452 S. Keeler St. Olathe KS. 66062



**Customer:**  
Brent Morton  
City of Mission

*Proposal #:* 3207  
*Revision #:*  
*Revision Date:*

**Phone Number:**  
913-390-1700  
**Fax Number:**  
913-390-1701

<i>Project:</i>	<i>Location:</i>	<i>Proposal Date</i>	<i>Plan Date</i>
49th & Riggs Concrete Repairs	Mission, KS.	10/30/20	10/12/20

<i>Item #:</i>	<i>Description:</i>	<i>Unit Type:</i>	<i>Units:</i>	<i>Unit Cost:</i>	<i>Total:</i>
1	Remove Existing Curb & Sidewalk	LS	1.00	\$ 4,650.00	\$ 4,650.00
2	Common Excavation	CY	3.00	\$ 110.00	\$ 330.00
3	Combined Curb & Gutter Replacement	LF	90.00	\$ 28.32	\$ 2,548.80
4	Concrete Sidewalk 4"	SF	108.00	\$ 6.46	\$ 697.68
5	Drain Basin 12"	EA	1.00	\$ 1,750.00	\$ 1,750.00
6	6" Underdrain Type K	LF	15.00	\$ 58.25	\$ 873.75
7	Sod Fescue	SY	26.00	\$ 15.45	\$ 401.70
<b>Total Proposal:</b>					<b>\$ 11,251.93</b>

**EXCLUSIONS:**

- Bonds, Permits, Staking, Inspection Fees, Traffic Control, and Testing.
- Certified Payroll and Sales Tax
- Joint Sealant
- Concrete Additives or NCA's
- All cold weather protection is excluded from this proposal. If needed, covering curb will be invoiced at the rate of \$1.25 per foot and flatwork at \$.30 per square foot

**INCLUSIONS/STIPULATIONS:**

- All items in this proposal are tied.
- Final payment will be made from actual field measurements based on unit prices supplied above.
- Final payment and or progress payments are required to be paid no longer than 45 days from invoice date or 10 days after payment is issued to the general contractor or project owner, which ever comes first.
- Any and all items not listed specifically in the items above are considered to be excluded from the scope of work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workmans compensation insurance.

Authorized Signature: \_\_\_\_\_  
(Phoenix Concrete LLC)

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. to perform work as specified. Payment will be made as outlined above.

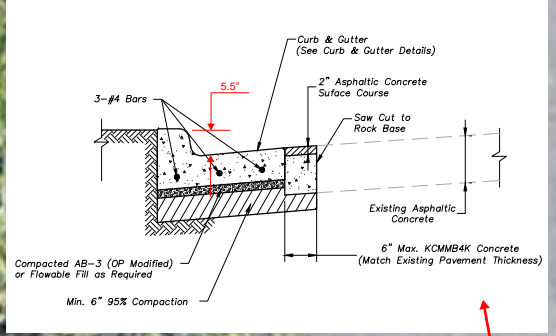
Signature: \_\_\_\_\_  
(Customer)

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

THANK YOU FOR YOUR BUSINESS!

Riggs Ave

Riggs Ave



Remove Existing layback Curb. Install Type B Curb & Gutter

Remove Existing Sidewalk and Replace with Sod

Transition Curb from Existing Layback to Type B

Install 12" Drain Basin and Connect to Grate Inlet with 6" Underdrain

Construct New Sidewalk Connection

49th Terrace

W 49th St

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Public Works</b>	From:	Celia Duran

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

**RE:** Engineering Services Contract for 2021 Street Preservation Projects

**RECOMMENDATION:** Approve a task order with Olsson for engineering services for the proposed 2021 street preservation program projects in an amount not to exceed \$27,986.

**DETAILS:** In recent months, staff and City Council have had a number of discussions related to development of a proposed street preservation program. Pavement condition index (PCI) data collected by Stantec in 2017 and geotechnical data collected by Olsson over the last seven years were used to develop proposed street treatments, estimated costs for each street, and recommended timeframes for completion of these projects based on the PCI.

A draft 10-year program for local/residential streets was presented with treatment options and costs estimated for specific street projects. The program continues to be refined and developed, but was originally created based on having approximately \$2 million in funding available annually. A maintenance program for arterial streets is recommended to be developed separately.

When evaluating the 2020 and 2021 Street Program CIP budgets, the City currently has approximately \$1.1 million available for residential street projects (design, inspection, construction, contingency, and inflation). Staff recommends proceeding with design and construction for the proposed 2021 projects, and design for 2022 street projects.

The street projects proposed for 2021 are generally recommended for an ultrathin bonded asphalt surface treatment (UBAS) with base repair, and they typically have minor stormwater repairs (pipe and structures with estimated risk ratings of 4's and 5's) and low PCIs ranging from very poor (30.4) to poor (46.7). The 2021 street projects include:

- 60th St. - Roe Ave. to Juniper St. (44.9 PCI) and Juniper St. to Shawnee Mission Parkway (30.4 PCI) - Mill & Overlay
- 53rd Place, Dearborn St. to Horton St. (35.9 PCI) - UBAS
- 63rd Terr. - Woodson Dr. to Dearborn Dr. (37.6 PCI) and Dearborn Dr. to Beverly Dr. (PCI 30.8) - UBAS
- Dearborn Dr. - Lamar Ave. to Beverly Dr. (46.7 PCI) and Beverly Dr. to 63rd Terr. (42.5 PCI) - UBAS

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$1,100,000

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Public Works</b>	From:	Celia Duran

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

60th St. was originally designated for a UBAS treatment; however, based on field inspection, a mill and overlay is recommended due to the observation of major pavement surface cracks. These streets were selected with the intent that they can be designed and bid by early 2021 with construction estimated to be completed by the end of Summer 2021.

The scope of work for these street projects includes pavement and base repair; spot sidewalk and curb and gutter removal and replacement; pavement markings; and stormwater repairs and/or improvements. The attached task order includes data collection, design, project meetings, and preparation of bid documents and bid phase services for an amount not to exceed \$27,986.

The task order for engineering services for the 2022 street preservation projects will be considered for approval as a separate agenda item following this discussion. For both 2021 and 2022, preliminary construction estimates have been prepared for each street with estimated contingency and inflation. During the design phase, more detailed cost estimates will be prepared and street projects will be bid accordingly. Some streets may be bid as bid alternates so that if prices come in lower or higher than originally estimated, projects or funds can be rolled over to the next year.

Staff is recommending that work on these streets begin while the Council continues to refine long-term financing and funding strategies including potential renewal of the street sales tax which expires in March 2022.

**CFAA CONSIDERATIONS/IMPACTS:** The project includes improvements to streets and sidewalks to promote mobility and provide infrastructure that maximizes use and safety for all users.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$1,100,000



## Exhibit "A" – Task Order

### TASK ORDER: 2021 Street Preservation Projects

This Task Order is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated January 1, 2019 (the Agreement), between the City of Mission, Kansas (Owner) and OLSSON. This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

This task order is related to scope of services for preparing plans & specs for the surface treatment (UBAS) and restriping of the following roadways.

1. 53<sup>rd</sup> Place - Horton to Dearborn St.
2. Dearborn - Lamar to 63rd Terr. & 63rd Terr. Beverly to Woodson
3. 60<sup>th</sup> St, SMP to Juniper and Juniper to Roe including pavement markings, spot sidewalk repairs, and ADA ramp replacements. 60th St. was originally assumed to have a UBAS treatment; however, based on pavement observation it has been determined that a M&O would be more cost effective due to the quantity of pavement cracking and distresses

Pavement repairs and spot curb replacement are included for areas identified by the city along with a few storm sewer repairs.

#### Section A. - Scope of Services

A.1. OLSSON shall perform the following Services as outlined in **EXHIBIT C "Scope of Services"**

#### Section B. - Schedule

OLSSON shall perform the Services and deliver the related Documents starting in December 2020 and ending in February 2021.

#### Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to OLSSON the estimated amount of \$27,986.00, payable according to the following terms:

Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in Item C.2. Olsson's Services will be provided on a time and expense basis. Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

C.2. Owner shall pay to OLSSON in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the above Schedule of Fees will be presented to the Owner annually for approval.

**Section D. - Owner's Responsibilities** Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of OLSSON. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF, the Owner and OLSSON have executed this task order.

City of Mission, Kansas (Owner)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

OLSSON

By: Paul B. Moore

Name: Paul Moore

Title: Project Manager

Date: 11-17-20



## EXHIBIT C

### SCOPE OF SERVICES: 2021 Street Preservation Projects

#### Mission, Kansas

#### FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES:

Olsson will provide design services (plans and specifications) for the street surface treatment (UBAS) of the following streets (See attached Maps):

1. 53<sup>rd</sup> Place - Horton to Dearborn St.
2. Dearborn - Lamar to 63rd Terr. & 63rd Terr. Beverly to Woodson
3. 60<sup>th</sup> St, SMP to Juniper and Juniper to Roe including pavement markings, spot sidewalk repairs, and ADA ramp replacements. 60th St. was originally assumed to have a UBAS treatment; however, based on pavement observation it has been determined that a M&O would be more cost effective due to the quantity of pavement cracking and distresses

In addition, spot full depth street repairs and curb and gutter repairs will be included in areas identified in the city walk through. Storm sewer repair will be performed on storm lines identified as structure ratings of 4 or 5.

The project will be one bid package that will be slated for construction in the 2021 construction season.

#### GENERAL DESIGN REQUIREMENTS

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans.

#### Task I. Data Collection

- 1.01 A. Site visit
- 1.02 B. Create base map from GIS and aerial data
- 1.03 C. Survey for storm sewer replacements, flowlines, and topo including utilities.

#### Task II. Design

- 2.01

- A. Cover sheet.
- B. Standard Detail sheets
- C. General Layout
- D. Plan sheets
- E. Layout spot curb replacement on plans
- F. Layout spot sidewalk replacement on plans
- G. Storm Sewer replacement plan and profiles for structures that rate 4 and 5.
  - 1. Spot survey of these areas including flowline dips and topo of 60<sup>th</sup> street in the vicinity of the storm repairs.
- H. Pavement marking plans for 60<sup>th</sup> St.
- I. Traffic control plan and KDOT coordination for 60<sup>th</sup> St. & SMP
- J. Quantity table on each plan sheet
- K. Cost estimate shall be furnished based on the experience and qualifications of Olsson's judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.

**2.02** Preparation of Bid Documents including technical specs from City boilerplates.

**2.03** Meetings

- A. Attend pre-design meeting.
- B. Meet with the City for a coordination meeting.

**2.04** Project Management

- A. Monitor scope schedule and fee.

**Task III. Bidding**

**3.01** Prepare written addenda to the bidding documents as required and/or requested.

**3.02** Attend the pre-bid conference.

- 3.03** Answer Contractor questions during the bid period.
- 3.04** Assist the City in analyzing bids and making recommendation for award of the construction contract.
- 3.05** Prepare a bid tabulation in printed and MS Excel Format.
- 3.06** Attend the bid letting.

**Compensation**

<b>Task I – Data Collection/Survey</b>	<b>\$5,981.00</b>
<b>Task II – Design</b>	<b>\$18,4165.00</b>
<b>Task III – Bidding</b>	<b>\$2,589.00</b>
<b>Expenses</b>	<b><u>\$1000.00</u></b>
<b>TOTAL</b>	<b>\$27,986.00</b>

***City Responsibilities***

1. The City shall be responsible for providing the GIS linework for the existing curbs and an aerial background.
2. The City shall arrange the pre-bid and bid letting meetings.

***Assumptions***

1. Traffic control will consist of a flagger operation and will not require plans.
2. No RCB design will be required.
3. Special design drainage inlets and junction structure will not be required

***Exclusions***














1. Olsson has not included services for a Traffic Impact Study, Level of Service Analysis, or traffic count data.
2. Olsson will not be involved with direct land acquisition or appraisal proceedings.
3. Olsson will not design any utility relocation such as waterline, sanitary sewer line, gas, phone, power, etc.
4. No time has been included in this fee estimate for surveying associated with utility relocations, setting project control for the contractor prior to construction, staking of temporary easements, or construction staking.
5. As built markup will be provided by the city or contractor.

6. Olsson will not design irrigation for the project.
7. No inspections have been identified in association with any correction period that will be included in the construction contract. Those services can be contracted at a later date if requested by the City.
8. No time has been included in this fee estimate for surveying associated with utility relocations, setting project control for the contractor prior to construction, staking of temporary easements, or construction staking.
9. Sanitary sewer and septic system design are not included.
10. Environmental permitting does not include 4f or 6f parkland permits
11. Waterline design.
12. 3D visualization and graphics.
13. Structural Design other than noted in the scope.
14. Public meeting.
15. KDOT coordination for traffic control

**Mission, KS  
2021  
Street Repair Program**

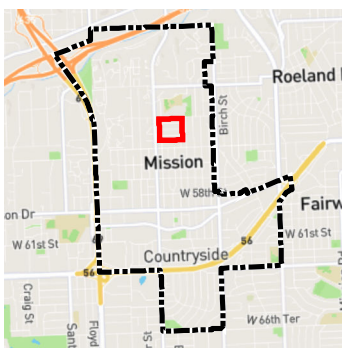
W 53rd Pl  
Horton St to Dearborn St

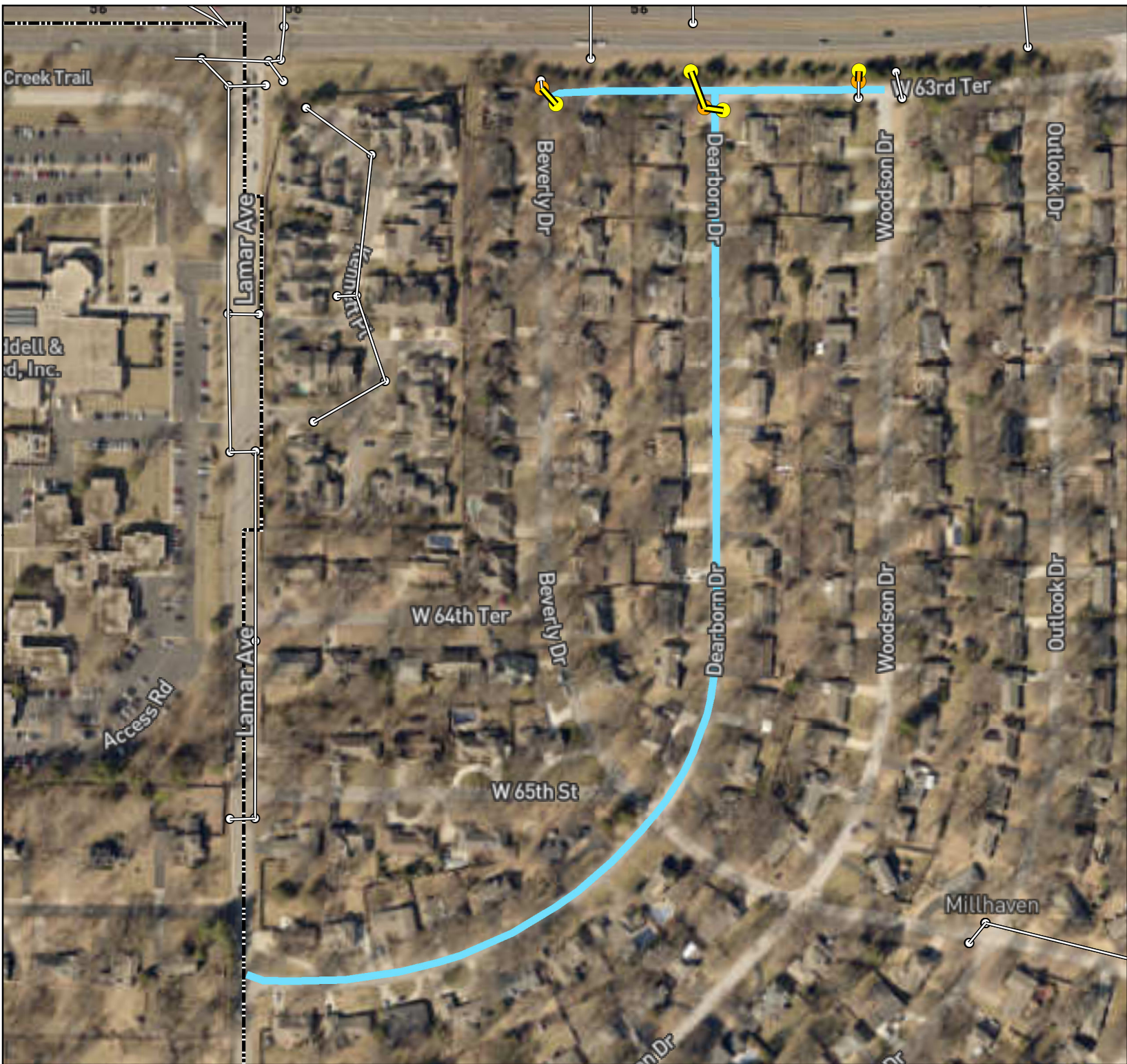


-  Pipes, 3-rated
-  Pipes, 4-rated
-  Pipes, 5-rated
-  Pipes, Proposed
-  Pipes, Existing
-  Structures, 1/2-rated Brick
-  Structures, 3-rated
-  Structures, 4-rated
-  Structures, 5-rated
-  Structures, Proposed
-  Structures - Existing
-  2021 Street Repair
-  City Limits

0 75 150  
Feet

1 Inch = 150 Feet

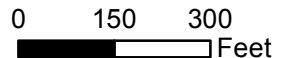




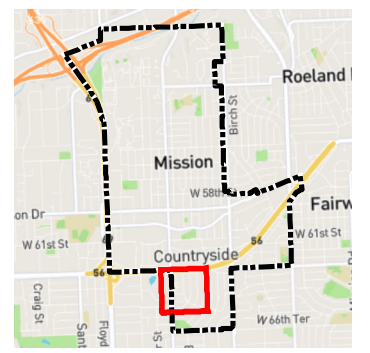
# Mission, KS 2021 Street Repair Program

W 63rd Ter  
Beverly Dr to Woodson Dr  
and Dearborn Dr  
W 63rd Ter to Lamar Ave

- Pipes, 3-rated
- Pipes, 4-rated
- Pipes, 5-rated
- Pipes, Proposed
- Pipes, Existing
- Structures, 1/2-rated Brick
- Structures, 3-rated
- Structures, 4-rated
- Structures, 5-rated
- Structures, Proposed
- Structures - Existing
- 2021 Street Repair
- City Limits
















1 Inch = 300 Feet





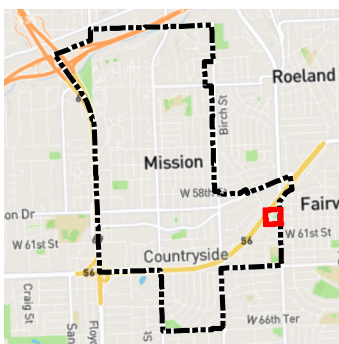
# Mission, KS 2021 Street Repair Program

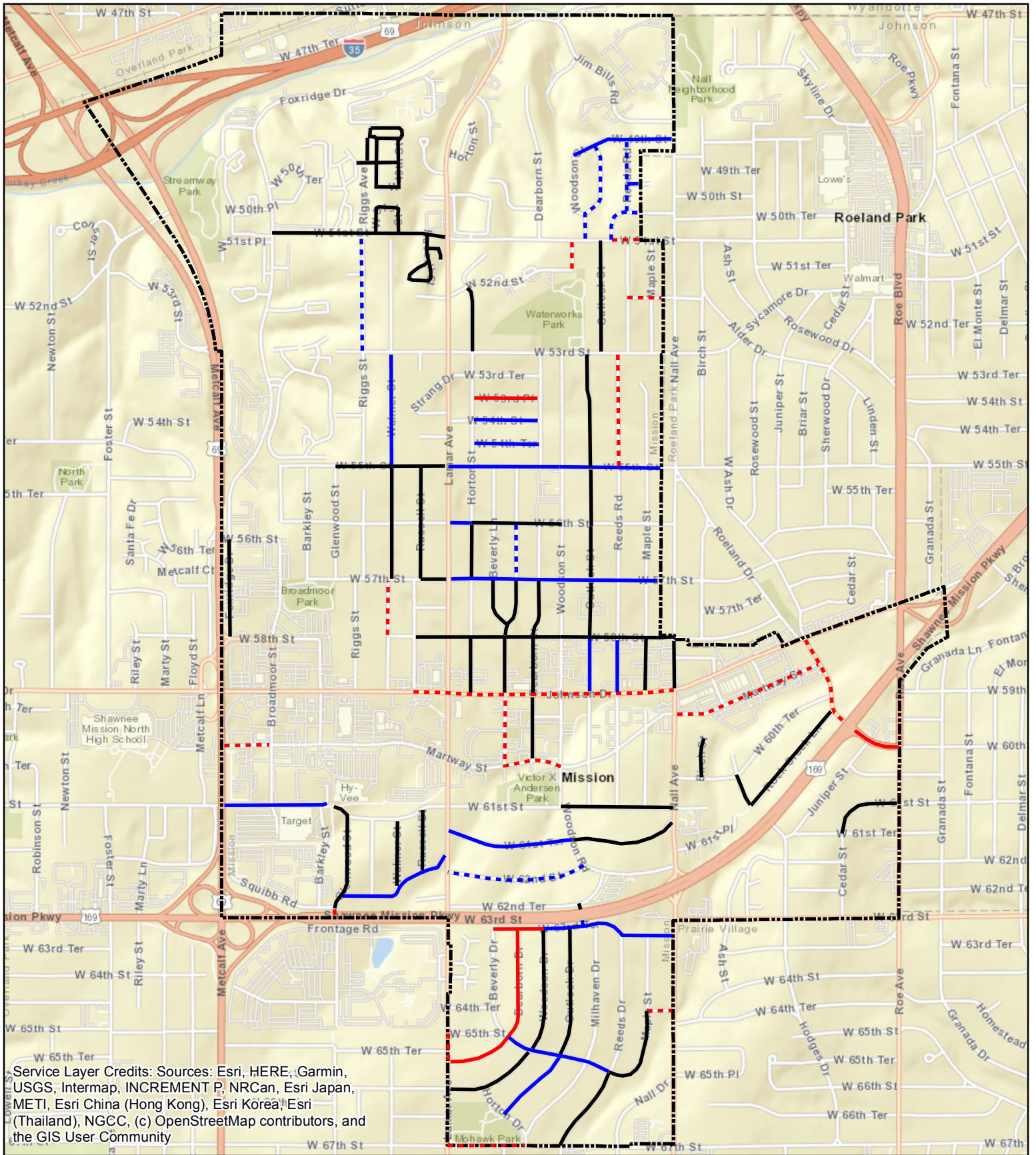
W Roeland Dr/W 60th St  
Shawnee Mission Pkwy  
to Roe Ave

-  Pipes, 3-rated
-  Pipes, 4-rated
-  Pipes, 5-rated
-  Pipes, Proposed
-  Pipes, Existing
-  Structures, 1/2-rated Brick
-  Structures, 3-rated
-  Structures, 4-rated
-  Structures, 5-rated
-  Structures, Proposed
-  Structures - Existing
-  2021 Street Repair
-  City Limits

0 50 100  
Feet

1 Inch = 100 Feet





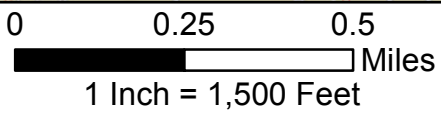
Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

**Legend**

- Mission City Boundary
- 2021 Street Reconstruction
- 2021 Crack Seal
- 2023-2025 Street Reconstruction

**Mission, Kansas  
2021-2030  
Street Maintenance Program  
(DRAFT)**

- 2022 Street Reconstruction
- 2026-2030 Street Reconstruction



<b>City of Mission</b>	Item Number:	5.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Public Works</b>	From:	Celia Duran

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

**RE:** Engineering Services Contract for 2022 Street Preservation Projects

**RECOMMENDATION:** Approve a task order with Olsson for engineering services for the proposed 2022 street preservation program projects in an amount not to exceed \$249,760.

**DETAILS:** In recent months, staff and City Council have had a number of discussions related to development of a proposed street preservation program. Pavement condition index (PCI) data collected by Stantec in 2017 and geotechnical data collected by Olsson over the last seven years were used to develop proposed street treatments, estimated costs for each street, and recommended timeframes for completion of these projects based on the PCI.

A draft 10-year program for local/residential streets was presented with treatment options and costs estimated for specific street projects. The program continues to be refined and developed, but was originally created based on having approximately \$2 million in funding available annually. A maintenance program for arterial streets is recommended to be developed separately.

When evaluating the 2020 and 2021 Street Program CIP budgets, the City currently has approximately \$1.1 million available for residential street projects (design, inspection, construction, contingency, and inflation). Staff recommends proceeding with design and construction for the proposed 2021 projects, and design for 2022 street projects. A task order for design of 2021 projects was presented in a preceding agenda item. The proposed 2022 street projects include:

- 62nd St., Woodson Rd. to Lamar Ave. (15.4 PCI)
- Outlook St. - 51st St. to Woodson St. (30.4 PCI) and Woodson St. to 49th St. (17.7 PCI)
- Reeds Rd. - 51st St. to 50th Terr. (26 PCI); 50th Terr. to 50th St. (PCI 26.5); and 50th St. to 49th St. (16.1 PCI)
- Beverly Ave., 57th St. to 56th St. (21.5 PCI)
- Riggs Ave., 53rd St. to Dead End (23.9 PCI)

The street projects proposed for 2022 were selected based on their low PCIs ranging from serious (15.4) to very poor (30.4), and require a full depth asphalt reconstruction due to lack of asphalt thickness and pavement condition. These streets will be designed

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$1,100,000

<b>City of Mission</b>	Item Number:	5.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Public Works</b>	From:	Celia Duran

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

in 2021 so that any stormwater repairs can be identified and submitted to Johnson County Stormwater Management Program (SMP) for potential funding. Additionally, by designing 2022 projects in 2021, these projects can be bid in late December (2021) or early January (2022) since bidding projects early in the year can often result in more favorable bids.

The scope of work for these street projects includes full depth pavement reconstruction; curb and gutter removal and replacement; and stormwater improvements or repairs (pipes and structures with risk ratings of 4's and 5's).

The attached task order includes survey, data collection, design, utility coordination, preparation of easement documents, project meetings, and preparation of bid documents and bid and construction phase services for an amount not to exceed \$249,760.

Preliminary construction estimates have been prepared for each street with estimated contingency and inflation. During the design phase, more detailed cost estimates will be prepared and street projects will be bid accordingly. Some streets may be bid as bid alternates so that if prices come in lower or higher than originally estimated or inflation is less than originally estimated, projects or funds can be rolled over to the next year and will be ready for bidding and construction.

Projects identified to be potentially bid as bid alternates are:

- Reeds Rd., 49th St. to 50th Terr.
- Riggs Ave., 53rd St. to dead end.

Staff is recommending that work on these streets begin while the Council continues to refine long-term financing and funding strategies including potential renewal of the street sales tax which expires in March 2022.

**CFAA CONSIDERATIONS/IMPACTS:** The project includes improvements to streets and sidewalks to promote mobility and provide infrastructure that maximizes use and safety for all users.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$1,100,000

## Exhibit "A" – Task Order

### TASK ORDER: 2022 Street Reconstruction Projects

This Task Order is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated January 1, 2019 (the Agreement), between the City of Mission, Kansas (Owner) and OLSSON. This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

This task order is related to providing design services (plans and specifications) for the street reconstruction of the following streets.

1. 62<sup>nd</sup> St., Woodson to Lamar
2. Outlook St., 51<sup>st</sup> to 49<sup>th</sup>
3. Reeds Rd., 49<sup>th</sup> to 50<sup>th</sup> Terr.
4. Reeds Rd, 51<sup>st</sup> St. to 50<sup>th</sup> Terr.
5. Beverly Ave., 57<sup>th</sup> to 56<sup>th</sup>
6. Riggs Ave., 53<sup>rd</sup> St. north to dead end.

#### Section A. - Scope of Services

A.1. OLSSON shall perform the following Services as outlined in **EXHIBIT C "Scope of Services"**

#### Section B. - Schedule

OLSSON shall perform the Services and deliver the related Documents starting in January 2021 and ending in November 2022.

#### Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to OLSSON the estimated amount of \$249,760.00, payable according to the following terms:

Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in Item C.2. Olsson's Services will be provided on a time and expense basis. Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

C.2. Owner shall pay to OLSSON in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the above Schedule of Fees will be presented to the Owner annually for approval.

**Section D. - Owner's Responsibilities** Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of OLSSON. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF, the Owner and OLSSON have executed this task order.

City of Mission, Kansas (Owner)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

OLSSON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## EXHIBIT C

### SCOPE OF SERVICES: 2022 Street Reconstruction Projects

#### Mission, Kansas

#### FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES:

Olsson will provide design services (plans and specifications) for the street reconstruction of the following streets (See attached Maps):

1. 62<sup>nd</sup> St., Woodson to Lamar
2. Outlook St., 51<sup>st</sup> to 49<sup>th</sup>
3. Reeds Rd., 49<sup>th</sup> to 50<sup>th</sup> Terr.
4. Reeds Rd, 51<sup>st</sup> St. to 50<sup>th</sup> Terr.
5. Beverly Ave., 57<sup>th</sup> to 56<sup>th</sup>
6. Riggs Ave., 53<sup>rd</sup> St. north to dead end.

In addition, driveway approaches will be replaced to tie into the new curb line. Storm sewer repair will be performed on storm lines identified as structure ratings of 4 or 5 as well as a new line on Outlook to address drainage issues.

The project will be one bid package that will be slated for construction in the 2022 construction season.

#### GENERAL DESIGN REQUIREMENTS

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans.

#### Task I. Survey

##### 1.01 Topographic Survey

- A. Complete topographic survey for the project limits. Survey shall include shots at pavement tie-in locations, existing back of curb, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, fences, trees, building corners, etc. to create project mapping.
- B. All topographical surveys shall include field locating utilities.
- C. Pick up additional information resulting from Field Check review and evaluation.
- D. Contact utility companies and one call center as appropriate for field marking of utility locations.

## **1.02 Office Survey Services**

- A. Gather and research information such as boundary records, utility information, easements, benchmark data, and attend external meetings regarding surveying and base mapping.
- B. Create a base map at a scale of 1" = 20ft showing both contours at one-foot intervals and property lines using the plat information, field boundary data, topography information, and legal descriptions. We will local GIS data for areas outside of the immediate project limits to help depict the corridor.

## **Task II. Preliminary Design**

### **2.01 Data Collection** – The Consultant will provide the following services.

- A. Develop design criteria for the roadway and storm sewer. Provide Design Criteria Memo to be reviewed at the predesign meeting
- B. Compile photos of the area.

### **2.02 Develop preliminary plans 60%:**

- A. Cover sheet
- B. General Notes
- C. General Layout
- D. Typical Sections
- E. Alignment layout sheet
  - 1. Includes horizontal and vertical control information
  - 2. Alignment tables
- F. Preliminary demo plans
- G. Subsurface drainage design (Outlook)
  - 1. Hydraulic Grade calculations
  - 2. Storm Sewer Profiles
- H. Surface drainage design
  - 1. Drainage Area Map
  - 2. Pavement Spread Calculations
  - 3. Inlet and other structure design calculations
- I. Plan and Profile Sheets
  - 1. Plan Scale 1" = 20'
  - 2. Profile Scale H = 1" = 20' V = 1" = 5'



- J. Side Road Profiles (assume 1) and Driveway details and elevations as needed
  - K. Intersection layouts (assume 11)
  - L. Driveway layouts and profiles (assume 118)
  - M. Provide Cross-Sections every 25 feet derived from a proposed surface model created for the project.
- 2.03** Submit a PDF set of preliminary plans (60%) to City for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.
- 2.04** Preliminary cost estimate shall be furnished based on standardized itemized units of work and the experience and qualifications of Olsson's judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
- 2.05** Utility Coordination throughout the design process. This includes the following:
- 1. Send notification letters to all utilities.
  - 2. Submit FC plans to utilities with utility lines in color.
  - 3. Identify conflicts and develop relocation solutions.
  - 4. Determine utilities that need potholes.
  - 5. Email and phone correspondence with utilities.
  - 6. Provide electronic base maps to all utilities for their use in developing relocation plans.
  - 7. Create and maintain utility conflict form.
  - 8. Coordinate new utility extensions with road design.
- 2.06** Permitting
- A. Prepare the necessary plans and application for permit submission to and approval of:
    - 1. State Permits include:
      - a. KDHE NOI and preparation of a SWPPP
- 2.07** Right-of-way and easements.
- A. Describe Easements necessary to complete project. Assume 4 Temporary easements for storm work on 62<sup>nd</sup> St.
    - 1. Furnish legal descriptions (sealed by Kansas RLS)
    - 2. Maps and sketches as follows:
      - a. Plan and profile pages showing all proposed takings.
      - b. Individual tract maps of takings for each ownership including:
        - (1.) Title block

- (2.) Ownership boundaries
- (3.) Existing rights-of-ways and easements
- (4.) Proposed takings identified with text and graphically.
- (5.) Legend for taking type.
- (6.) Graphical scale and north arrow
- (7.) Ownership information
- (8.) Legal description of all takings

### **Task III. Final Design**

- 3.01** Prepare detailed plans and specifications.
  - A. Typical Sections.
  - B. Drainage design
    1. Drainage area maps
    2. Pavement Spread calculations
    3. Inlet and other structure design calculations
  - C. Plan and Profile Sheets (Scale as stated in Preliminary Design)
  - D. Intersection Details
  - E. Drive profiles and grading
  - F. Curb return information
  - G. Side road profiles as needed. (assume 1 side road)
  - H. Final Demo plans.
  - I. Compile necessary standard details.
  - P. Final Cross Sections every 25 feet
  - Q. Erosion Control plans meeting all NPDES requirements
  - R. Develop final quantity tables per including break out tables for each bid item.
- 3.02** Utility Coordination Plan During final design the Consultant shall prepare a utility coordination plan that would include gathering the proposed relocation plans for all utility companies involved with the project and graphically inputting the information into one plan to assist in determining potential conflicts. Electronic base files will be available in AutoCAD for utilities to design from.
- 3.03** Provide a detailed opinion of probable cost (including appropriate contingency).

- 3.04** Provide PDF copy of the Office Check plans (90%) to the City.
- 3.05** Upon receipt of City comments on Office Check submittal, make necessary modifications and furnish a PDF copy of the Final plans (100%).
- 3.06** At the completion of the bid process, furnish to the City the CAD drawings of the project in AutoCAD format for the City's future use. The record contract documents for the project will be the original sealed drawings. In addition, furnish plans in .pdf. Specifications to be provided in PDF format.
- 3.07** Develop project special provisions for contract documents. Olsson will prepare special provisions to the specs as needed. It is assumed that the city will provide the front-end documents and Olsson will compile the contract documents for the project. Olsson will provide the bid form.

#### **Task IV. Project Meetings & Project Management**

##### **4.01 Meetings**

- A. Attend pre-design meeting.
- B. Coordination meetings with the city
- C. Field Check to be performed with representatives of the Consulting Engineer, the City, at the project site with appropriate detailed plan.
- D. Utility coordination meetings (assume 2)

##### **4.02 Project Management**

- A. Coordination with City
- B. Monitor scope, schedule, and fee
- C. QAQC Ensure the OA QAQC procedures are being followed at all milestones
- D. Coordinate the pot holing of existing utilities.

#### **Task V. Bidding**

- 5.01** Prepare written addenda to the bidding documents as required and/or requested.
- 5.02** Attend the pre-bid conference.
- 5.03** Answer Contractor questions.
- 5.04** Assist the City in analyzing bids and making recommendation for award of the construction contract.
- 5.05** Prepare a bid tabulation in printed and MS Excel Format.
- 5.06** Attend the bid letting.

**Task VI. Construction Period Services**

- 6.01 Prepare for and attend preconstruction meeting including minutes
- 6.02 Shop Drawing & Material Submittal Review
- 6.04 Answer contractor questions (RFI)
- 6.05 Plan Revisions (minor)
- 6.06 Field Visits to resolve issues
- 6.07 Compile as built plans
- 6.09 Participate in walk through

**Compensation**

<b>Task I – Survey</b>	<b>\$57,760.00</b>
<b>Task II – Preliminary Design</b>	<b>\$82,563.00</b>
<b>Task III – Final Design</b>	<b>\$81,103.00</b>
<b>Task IV – Meetings &amp; Management</b>	<b>\$12,188.00</b>
<b>Task V – Bidding</b>	<b>\$4,554.00</b>
<b>Task VI – Construction Period Services</b>	<b>\$4,534.00</b>
<b>Expenses</b>	<b><u>\$7,058.00</u></b>

**TOTAL \$249,760.00**

***City Responsibilities***

1. The City shall arrange the pre-bid and bid letting meetings.

***Assumptions***

1. Manufactured items shall be accepted based on certificates of compliance, shop drawings, catalog data, etc. where so indicated.
2. Retaining walls will not be required.
3. Special design drainage inlets and junction structure will not be required.
4. A Corps of Engineers Permit is not required for the project.
5. FEMA permitting is not required for the project.
6. No services are expected to be required for additional traffic analysis.

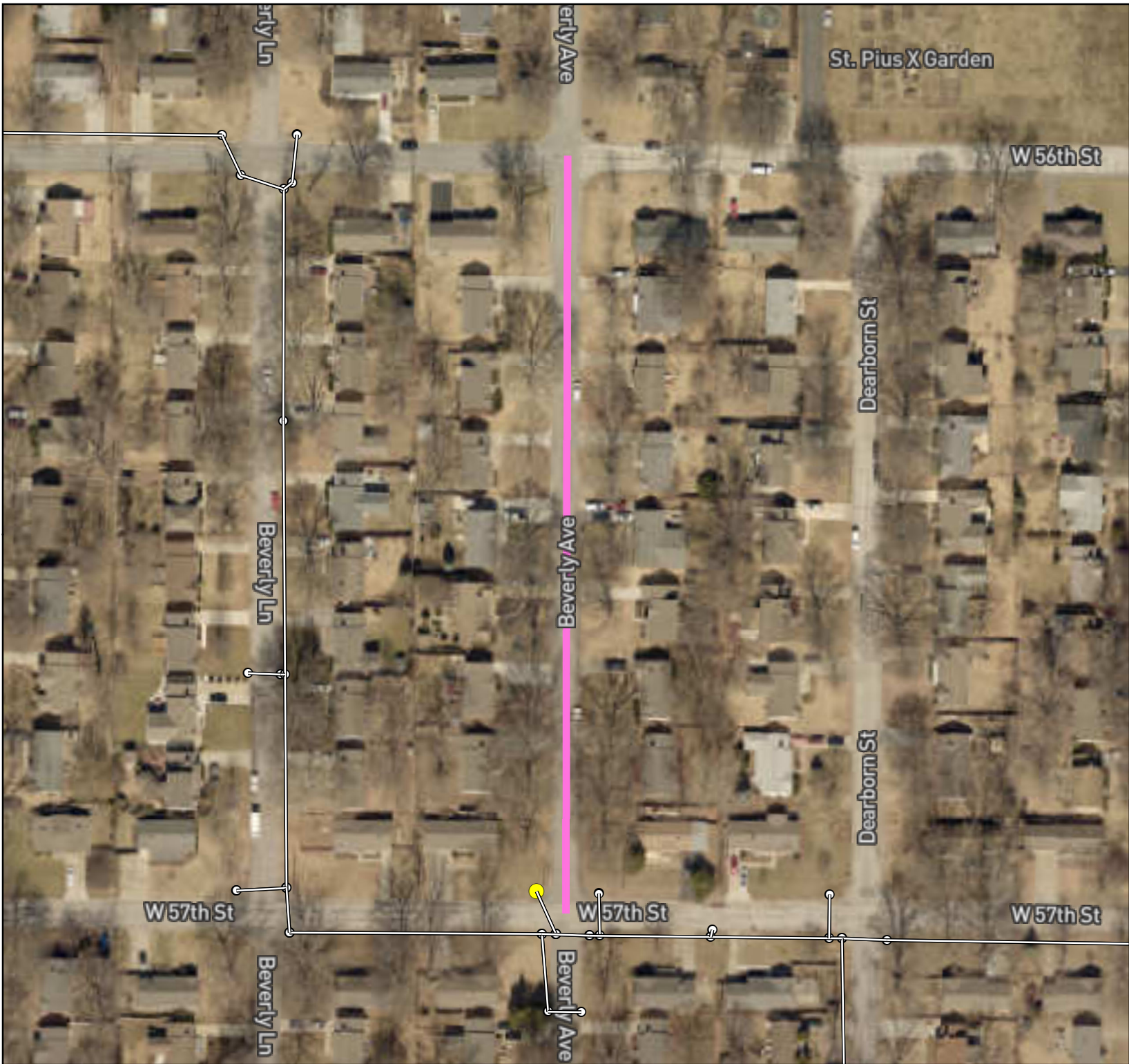
7. Culverts will be pipes. No RCB design will be required.
8. Pavement section will follow city standard.
9. As-built markup will be provided by the city or contractor.
10. Traffic control will be handled with standard details. No plans are required.

***Exclusions***

1. Olsson has not included services for a Traffic Impact Study, Level of Service Analysis, or traffic count data.
2. Olsson will not be involved with direct land acquisition or appraisal proceedings.
3. Olsson will not design any utility relocation such as waterline, sanitary sewer line, gas, phone, power, etc.
4. Olsson will not design irrigation for the project.
5. No inspections have been identified in association with any correction period that will be included in the construction contract. Those services can be contracted at a later date if requested by the City.
6. No time has been included in this fee estimate for surveying associated with utility relocations, setting project control for the contractor prior to construction, staking of temporary easements, or construction staking.
7. A CLOMR and LOMR will not be performed with this contract.
8. Sanitary sewer and septic system design are not included.
9. Environmental permitting does not include 4f or 6f parkland permits
10. Waterline design.
11. 3D visualization and graphics.
12. Structural Design other than noted in the scope.
13. Public meeting.
14. Detour plan
15. KDOT coordination for traffic control
16. Sidewalk ramp design














**EXHIBIT C**

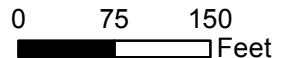
<b>TOTAL EXPENSES</b>		<b>2022 Street Reconstruction Projects</b>		
<b>Expenses</b>	<b>Amount</b>		<b>\$ Ea.</b>	<b>Cost</b>
Misc	1	LS	\$2,000.00	\$2,000.00
Mileage	100		\$0.58	\$58.00
Pot holes (UtiliSafe)	1	LS	\$5,000.00	\$5,000.00
			<b>Total</b>	<b>\$7,058.00</b>



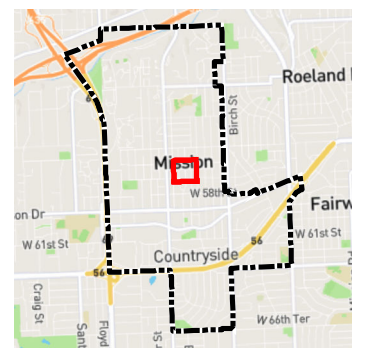
**Mission, KS  
2022  
Street Repair Program**

Beverly Ave  
W 56th St to W 57th St

-  Pipes, 3-rated
-  Pipes, 4-rated
-  Pipes, 5-rated
-  Pipes, Proposed
-  Pipes, Existing
-  Structures, 1/2-rated Brick
-  Structures, 3-rated
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-  2022 Street Repair
-  City Limits
















1 Inch = 150 Feet



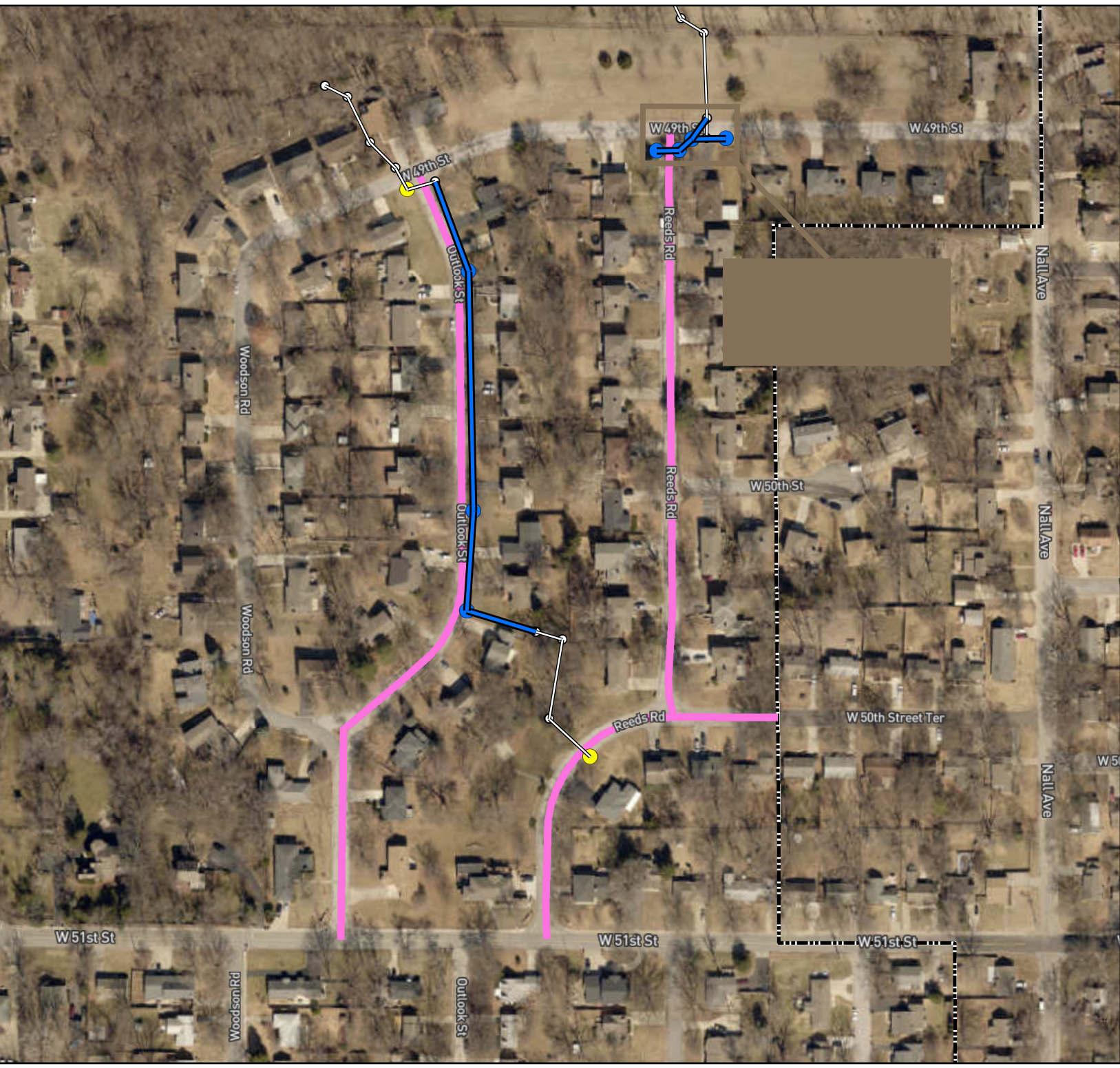
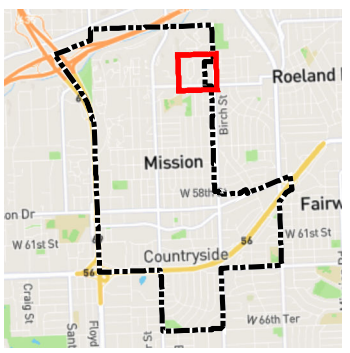
# Mission, KS 2022 Street Repair Program

Outlook St and Reeds Rd  
W 49th St to W 51st St  
W 50th Ter  
Reeds Rd to east city limit

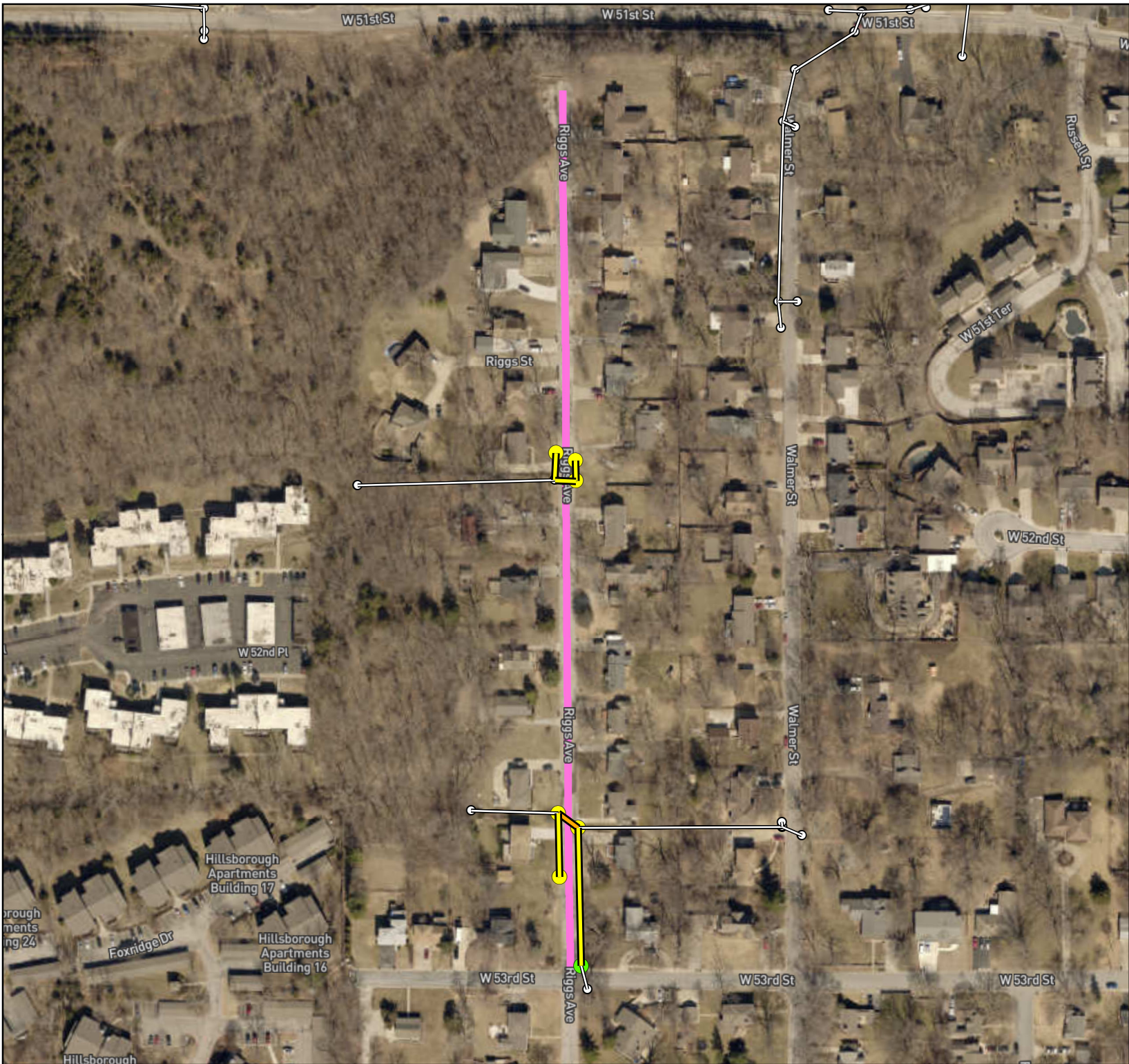
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-  2022 Street Repair
-  City Limits

0 125 250 Feet

1 Inch = 250 Feet







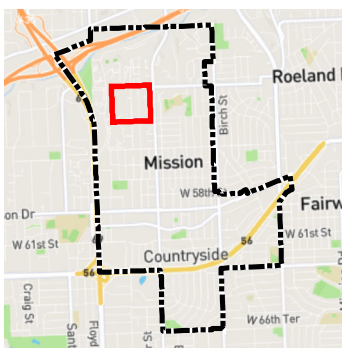
# Mission, KS 2022 Street Repair Program

Riggs Ave  
dead end to W 53rd St

- Pipes, 3-rated
- Pipes, 4-rated
- Pipes, 5-rated
- Pipes, Proposed
- Pipes, Existing
- Structures, 1/2-rated Brick
- Structures, 3-rated
- Structures, 4-rated
- Structures, 5-rated
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- 2022 Street Repair
- City Limits

0 125 250  
Feet














1 Inch = 250 Feet



# Mission, KS 2022 Street Repair Program

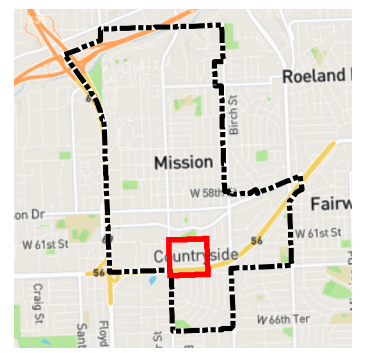
W 62nd St  
Lamar Ave to Woodson Rd

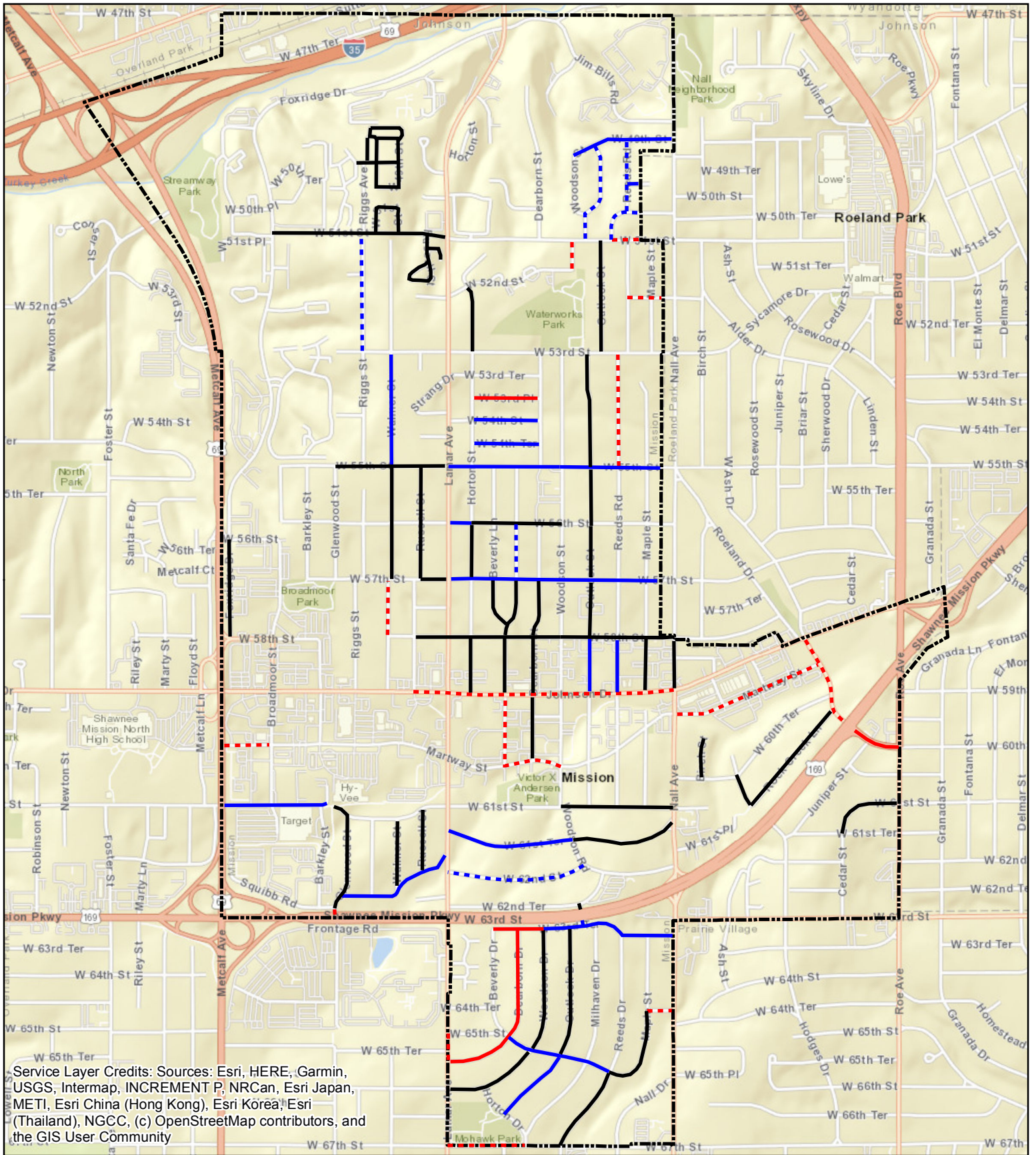


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0 125 250 Feet





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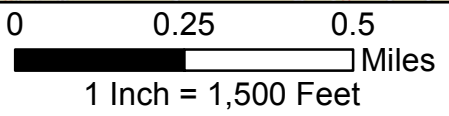
Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

**Legend**

-  Mission City Boundary
-  2021 Street Reconstruction
-  2021 Crack Seal
-  2023-2025 Street Reconstruction

**Mission, Kansas  
2021-2030  
Street Maintenance Program  
(DRAFT)**

-  2022 Street Reconstruction
-  2026-2030 Street Reconstruction



<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Parks and Recreation</b>	From:	Penn Almoney

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

**RE:** Contract with Confluence for Conceptual Park Master Plans.

**RECOMMENDATION:** Approve the proposal from Confluence in an amount not to exceed \$35,750 for conceptual park design in four parks in Mission: Broadmoor Park, Waterworks Park, Streamway Park and Andersen Park.

**DETAILS:** The Mission Parks & Recreation Master Plan underscored the goal of expanding and improving Mission park facilities. In November 2019, Mission contracted with Confluence after a competitive RFQ process to redesign Mohawk Park which included a site analysis, a site appropriate restroom design, pavilion, court, trails, play features, and improved parking. Confluence also facilitated meetings with a stakeholder committee, neighborhood input meeting, 2 staff meetings and a Parks, Recreation & Tree Commission meeting. The total cost for the project was \$30,000. This initial investment in the Mohawk Park project allowed Mission staff to finalize a public engagement model that was reproducible for the remaining parks conceptual design. The contract being recommended mirrors most of those deliverables, but at a fraction of the cost.

The next step in implementation is bringing the planning process down to each specific park. This provides an opportunity to take a comprehensive look at the amenities to be added over a longer term horizon (10+ years), so that the location or addition of improvements in early years doesn't limit the long-term vision for the park. Staff has shown through the Mohawk Park Conceptual Redesign that this process works well by providing the opportunity to get more specific feedback from surrounding neighbors and other stakeholders as these particular decisions are made.

Each park conceptual design begins with a Stakeholder Steering Committee wherein one Ward appropriate Council member is grouped with two Parks, Recreation & Tree Commission (PRT) members, two park neighbors, and appropriate park stakeholders such as rental groups, business representatives, seniors, etc. Special consideration is given to having a representative sample of various demographics who might be park users and to help keep a focus Mission's goals and objectives related to being a Community for All Ages.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$100,000

<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Parks and Recreation</b>	From:	Penn Almoney

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

Once a Stakeholder Steering Committee has been created, a landscape architecture and design firm play a critical role in performing a site analysis and concept development. That work includes:

- Conferring with City staff
- Reviewing Mission Park & Recreation Master Plan
- Confirmation that programming/event elements are consistent
- Taking or producing photos and maps
- Reviewing existing utilities, vehicular use, surrounding land use, bioswale and infrastructure, topography and drainage
- Producing hand rendered concepts that identify potential locations for various amenities, restrooms, playgrounds, courts, open space, bioswale, shelters, parking, dog parks, etc.

All of the Stakeholder Steering Committee meetings, PRT and neighborhood public input meetings are hosted by Mission Parks & Recreation staff who facilitate discussion on things like: use patterns on trails other amenities, priorities for various stakeholder groups, maintenance standards and costs, cost and location of amenities, lighting and ADA issues, and potential impacts to surrounding neighborhoods.

At the conclusion of the first Stakeholder Steering Committee meeting, Confluence would again resume work reviewing and refining a park concept. As a part of this work, the consultants will:

- Review minutes from prior meetings
- Confer with City staff
- Developed a rough order of magnitude cost opinion for the preferred concept
- Prepare illustrative plans and supporting graphics/perspectives

An additional meeting is then scheduled with the Stakeholder Steering Committee to review the concept alterations to generate consensus or discuss outstanding concerns and resolve any outstanding questions. These concepts are then shared with the PRT to review and consider amenities, neighborhood impacts, concerns, etc. At this point in the process, a neighborhood input meeting is scheduled to solicit feedback from the larger surrounding community and users. This feedback serves as the third leg on a stool which strengthens the vision or allows for corrective changes to the conceptual layout.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$100,000

<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Parks and Recreation</b>	From:	Penn Almoney

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

The final stage of conceptual design involves preparing the illustrative plans and 1-2 perspectives/supporting graphics along with order of magnitude cost estimates. These documents are then used to prepare budget and CIP requests, to pursue potential grants and to help communicate long-range plans to residents and visitors.

The information included below outlines Confluence's proposed fees and expenses related to the remaining parks which tota \$35,750 overall:

- Broadmoor Park (\$9,500)
  - Site Analysis: \$1,250
  - Concepts: \$4,750
  - Review Meeting: \$750
  - Final Plan and Estimate: \$2,750
  
- Waterworks Park (\$8,750)
  - Site Analysis: \$1,250
  - Concepts: \$4,000
  - Review Meeting: \$750
  - Final Plan and Estimate: \$2,750
  
- Andersen Park (\$8,750)
  - Site Analysis: \$1,250
  - Concepts: \$4,000
  - Review Meeting: \$750
  - Final Plan and Estimate: \$2,750
  
- Streamway Park (\$8,750)
  - Site Analysis: \$1,250
  - Concepts: \$4,000
  - Review Meeting: \$750
  - Final Plan and Estimate: \$2,750

Staff recommends approval of a contract with Confluence for the conceptual design deliverables for four parks to be completed over the next six months. These finalized conceptual final plans will inform future budget discussions and set Mission Parks & Recreation on a path to realize park improvement goals identified in the Parks & Recreation Master Plan.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$100,000

<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Parks and Recreation</b>	From:	Penn Almonev

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

Funding for the conceptual master plans will come from resources identified for outdoor park improvements in the Parks & Recreation Sales Tax Fund.

**CFAA CONSIDERATIONS/IMPACTS:** Proper recreation amenities will enhance the resident and non-resident's experience in Mission Parks as they participate in a variety of programs, events and activities that connect people and improve their quality of life.

Mission Parks are accessible to adults and youth of all ages and abilities. They provide a safe platform for recreation activities for parents and children and serve as a neighborhood park for surrounding citizens and visitors.

The public engagement activities contemplated ensure the residents and users have an opportunity for input.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$100,000

## MASTER AGREEMENT FOR DESIGN SERVICES

THIS AGREEMENT is entered into between The City of Mission, Kansas, a Kansas municipality ("CITY"), and Confluence, Inc., an Iowa corporation ("CONFLUENCE"), for the following reasons:

1. CITY wishes to employ CONFLUENCE to develop master plans for Broadmoor Park, Water Works Park, Streamway Park and Anderson Park (the "Project"). The Project will incorporate citizen and steering committee feedback into the final improvements for each said park. Task orders for each park will be developed based on the final scope of work identified; and,
2. CONFLUENCE is willing to provide certain design services in connection with the Project, as further described within the Agreement (the "Services").

In consideration of the promises contained in this Agreement, CITY and CONFLUENCE agree as follows:

### ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be October 15th, 2020.

### ARTICLE 2 - TASK ORDERS

Task Orders shall be used to describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. In the event of an inconsistency between the terms of any Task Order and the terms of this Agreement, the terms of this Agreement shall prevail.

### ARTICLE 3 - SCOPE OF SERVICES

CONFLUENCE shall provide the Services described in each Task Order (the "Scope of Services").

### ARTICLE 4 - SCHEDULE

CONFLUENCE shall exercise its reasonable efforts to perform those Services within the time frame set forth in each Task Order (the "Project Schedule").

### ARTICLE 5 - PAYMENT

CONFLUENCE shall invoice CITY as professional services are completed and reported at CONFLUENCE's option, either monthly or at end of project. CITY agrees to pay each invoice within thirty (30) days of its receipt. CONFLUENCE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this Agreement or any provision conditioning CONFLUENCE's right to receive payment for its professional services upon payment to CITY by any third party.

### ARTICLE 6 - LATE PAYMENTS

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of CONFLUENCE. In the event any portion or all of an account remains unpaid 90 days after billing and CONFLUENCE incurs collection costs, the CITY shall pay said costs of collection, including reasonable attorney's fees, upon written notice.

### ARTICLE 7 - CITY'S RESPONSIBILITIES

CITY shall be responsible for all matters described as its responsibilities in each Task Order. In addition, CITY shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE:

- (a) Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by CONFLUENCE to perform its Services.
- (b) Give prompt written notice to CONFLUENCE whenever CITY becomes aware of any development that affects the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE.

- (c) Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by CITY to provide services in regard to the Project.

### ARTICLE 8 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

### ARTICLE 9 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and CONFLUENCE'S fee for the Services, and in consideration of the promises contained in this Agreement, CITY and CONFLUENCE agree to allocate and limit such liabilities in accordance with this Article.

Indemnification. CONFLUENCE agrees to indemnify and hold the CITY harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by CONFLUENCE's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of CONFLUENCE and CITY, they shall be borne by each party in proportion to its own negligence.

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of CONFLUENCE and its subconsultants to CITY for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by CONFLUENCE for Task Orders completed under this Agreement. Notwithstanding the previous sentence, the aforementioned limitation of liability in favor of CONFLUENCE does not apply to any recovery of CITY's cost incurred in resolving disputes under Article 19 of this Agreement.

Consequential Damages. To the fullest extent permitted by law, CONFLUENCE shall not be liable to CITY for any consequential damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

### ARTICLE 10 - INSURANCE

Contemporaneously with the execution of this Agreement, CONFLUENCE shall provide certificates of its current insurance policies to CITY, including professional liability insurance and comprehensive general liability insurance. CONFLUENCE shall ensure the certificate of insurance shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to CITY. CONFLUENCE shall, for the duration of the Project, maintain, at a minimum, the same type and amount of insurance provided to CITY at the execution of this Agreement. If CITY desires CONFLUENCE to obtain additional



insurance, CONFLUENCE shall use its best efforts to obtain the additional insurance, but CITY shall reimburse CONFLUENCE for any additional premium that CONFLUENCE thereby incurs. CITY will use its best efforts to ensure that the construction contractor(s) name CONFLUENCE as an additional insured on their comprehensive general liability insurance policies and that such contractor(s) agree to indemnify CITY and CONFLUENCE in language reasonably satisfactory to both CITY and CONFLUENCE.

CONFLUENCE and CITY waive all rights against each other and their directors, officers, councilmembers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in any construction related to the Project, a similar provision shall be incorporated into all construction contracts entered into by CITY and shall protect CITY and CONFLUENCE to the same extent.

#### **ARTICLE 11 - LIMITATIONS OF RESPONSIBILITY**

CONFLUENCE shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONFLUENCE, to fulfill contractual responsibilities to CITY or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses, and preparation of right of way and easement acquisition documents for adjacent private property required for any construction, unless such procurement responsibilities are specifically assigned to CONFLUENCE in a Task Order.

#### **ARTICLE 12 - OPINIONS OF COST AND SCHEDULE**

Because CONFLUENCE has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONFLUENCE's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as professionals. CONFLUENCE does not guarantee that proposals, bids, or actual Project costs will not vary from CONFLUENCE's cost estimates or that actual schedules will not vary from CONFLUENCE's projected schedules, unless otherwise specified in the Task Order. CONFLUENCE will use its best efforts to keep its actual Project costs as close as possible to its cost estimate and to keep each Project's actual schedule as close as possible to its projected schedule. In the event CONFLUENCE becomes aware of a change or event that could cause a Project's actual Project cost to exceed CONFLUENCE's cost estimate, CONFLUENCE shall notify CITY by writing within two (2) business days of said change or event. In the event CONFLUENCE becomes aware of a change or event that could cause a Project's actual schedule to exceed CONFLUENCE's projected schedule, CONFLUENCE shall notify CITY by writing within two (2) business days of said change or event.

#### **ARTICLE 13 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by CONFLUENCE pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by CITY on any other project. Any reuse without prior written verification or adaptation by CONFLUENCE for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONFLUENCE. CITY shall indemnify and hold harmless CONFLUENCE and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents may entitle CONFLUENCE to additional compensation at rates to be agreed upon by CITY and CONFLUENCE.

#### **ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, construction documents, drawings, and specifications prepared by CONFLUENCE and furnished to CITY as part of the Services shall become the property of CITY; provided, however, that CONFLUENCE shall have the unrestricted right to their use. CONFLUENCE shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONFLUENCE.

#### **ARTICLE 15 - TERMINATION AND SUSPENSION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

CITY may terminate or suspend performance of this Agreement for CITY's convenience upon written notice to CONFLUENCE. Upon receipt of CITY's written notice, CONFLUENCE shall terminate or suspend performance of the Services on a schedule acceptable to CITY, and CITY shall pay CONFLUENCE for all the Services performed. Upon restart of suspended Services, an equitable adjustment may be made to CONFLUENCE's compensation and the Project schedule by both party's agreement.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

#### **ARTICLE 16 – CASH BASIS LAW COMPLIANCE**

CONFLUENCE understands that CITY is a municipal corporation and, as such, each calendar year, CITY's city council must approve a budget to fund activities such as those described in this Agreement and each Task Order. Failure of CITY's city council to appropriate funds to fulfill CITY's obligations under this Agreement or any Task Order in any future year shall be a basis for immediate termination by CITY without breach in accordance with Kansas law.

#### **ARTICLE 17 - DELAY IN PERFORMANCE**

Neither CITY nor CONFLUENCE shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or CONFLUENCE under this Agreement or any Task Order. CONFLUENCE shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

**ARTICLE 18 - NOTICES**

Any notice required by this Agreement shall be made in writing to the address specified below:

CITY's Project Manager:  
Penn Almoney, Parks Director  
6090 Woodson  
Mission, Kansas 66202

CONFLUENCE:  
Terry Berkbuegler  
417 Delaware  
Kansas City, Missouri 64105

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CITY and CONFLUENCE.

**ARTICLE 19 - DISPUTES**

In the event of a dispute between CITY and CONFLUENCE arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. If, after a reasonable period of negotiation or mediation, the parties cannot resolve the dispute, either party may file suit to resolve such disputes by judicial means in the courts of Johnson County, Kansas. In the event the parties must result to judicial means to settle such dispute between the parties concerning this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

**ARTICLE 20 - EQUAL EMPLOYMENT OPPORTUNITY**

CONFLUENCE hereby affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONFLUENCE's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

CONFLUENCE further affirms completion of and maintenance of a current Affirmative Action Plan as required by City of Kansas City, Missouri regulations.

**ARTICLE 21 - WAIVER**

A waiver by either CITY or CONFLUENCE of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 22 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**ARTICLE 23 - INTEGRATION**

This Agreement and subsequently issued Task Orders represents the entire and integrated agreement between CITY and CONFLUENCE. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. No amendments to this Agreement or any subsequently issued Task Orders shall be valid unless agreed to in a writing executed by both parties.

**ARTICLE 24 - SUCCESSORS AND ASSIGNS**

CITY and CONFLUENCE each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

**ARTICLE 25 - ASSIGNMENT**

Neither CITY nor CONFLUENCE shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONFLUENCE may assign its rights to payment without CITY's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONFLUENCE from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

**ARTICLE 26 - NO THIRD PARTY RIGHTS**

The Services provided for in this Agreement are for the sole use and benefit of CITY, CITY's citizens, and CONFLUENCE. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY, CITY's citizens, and CONFLUENCE.

**ARTICLE 27 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, CITY and CONFLUENCE have executed this Agreement.

**City of Mission, Kansas**  
(CITY)

By: \_\_\_\_\_  
[Name]

Title: \_\_\_\_\_

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

**Confluence, Inc.**  
(CONFLUENCE)

By: \_\_\_\_\_  
Terry Berkbuegler ASLA, LEED AP

Title: Sr. Principal / Sr. Vice President

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

**Exhibit A**  
**TASK ORDER NO. 1**

This Task Order is made as of this **21<sup>th</sup>** day of **October 2020**, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT, dated **October 20th, 2020** (the Agreement), between the City of Mission, Kansas (Owner) and Confluence, Inc. (CONFLUENCE). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

CONFLUENCE will provide the client landscape architectural and site planning services to properly locate future park elements in Anderson Park.

**ARTICLE 1 – DESIGN TEAM**

CONFLUENCE will not require any subcontracts with sub consultants to provide the Owner with the comprehensive scope of services outlined in Article 2 – Scope of Services.

**ARTICLE 2 – SCOPE OF SERVICES**

**PHASE I – CONCEPTUAL PARK DESIGN:**

**Task 1.1 Site Analysis / Concept Development**

Confluence will prepare a brief site analysis to identify potential issues and opportunities that the site and surrounding land uses present against proposed program elements. Program elements are to be identified by the City, however confirmation of elements based on direction in the 2016 Mission Parks Master Plan are to be reviewed. The site analysis will include a combination of drawings and site photos. Elements to be considered include but are not limited to: pedestrian vehicular access and circulation; surrounding land use; existing utilities and infrastructure; existing structures and improvements; topography and drainage patterns; floodplain impacts; view-sheds and vistas; existing vegetation; natural areas. The site analysis will inform conceptual park layout options.

Confluence will then prepare 1-2 hand rendered and labeled alternative conceptual plans for Anderson Park that identify size and locations for proposed elements and their relationship to each other. Elements to be considered include, but are not limited to, incorporation and updates to existing features, relocation of the tennis courts to another park, volleyball courts, adult themed improvements (i.e. bocce ball courts and exercise stations).

**Task 1.2 Preliminary Parks Concept Review**

Confluence will present the park concept alternatives to City Staff for initial review. Following public meetings, we will take the results provided by City representatives facilitating these meetings and attend a meeting virtually with the appointed Steering Committee to listen in and answer any questions the Committee may have. The alternative plans will be revised based on the comments received into a preferred final park concept plan.

Meetings:

- (1) Staff Coordination/Review
- (1) Steering Committee

**Task 1.3 Prepare Refined Concept Plans and Cost Estimate Verification**

Confluence will also develop a rough order of magnitude cost opinion for the preferred concept plan to allow the City to budget for future park improvements. We will prepare illustrative plans and 1-2 perspectives/supporting graphics for the Final Conceptual Design.

The preferred plan for Anderson Park will be put into a PowerPoint format to allow for Parks Department use and presentation to the Community and City Council and Board updates.

**ARTICLE 3 – ADDITIONAL SERVICES**

CONFLUENCE, at the request of the Owner, may perform additional services related to the project including but not limited to the list of services provided below. These and other additional services will be performed by CONFLUENCE as mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

1. Additional Meetings and Assignments: CONFLUENCE is available to attend additional meetings and perform additional design tasks not included in this Task Order at the direction of the Owner. All additional meetings and design assignments will be considered additional services and undertaken as a contract amendment at the direction of the Owner. Attendance and involvement in a public meeting to facilitate gathering input for the park can be added for a fee of \$500.00 per meeting.

**ARTICLE 4 – SCHEDULE**

CONFLUENCE will begin services upon receipt of a signed agreement from the Owner and will execute the scope of services according to a project schedule to be developed along with the Owner’s input during the project initiation meeting to the greatest extent practical. Currently, CONFLUENCE proposes to complete the services for Task Order No. 1 within approximately 3 months from receipt of this document signed. The Owner and CONFLUENCE agree to amend the project schedule, if necessary, to accommodate unplanned delays in review by the Owner and/or any other extenuating circumstances that are beyond the control of CONFLUENCE.

**ARTICLE 5 – FEES AND EXPENSES**

1. We propose to perform the services described in Article 2: Scope of Services: Phase One – Conceptual Park Design, on a task basis. The tasks as broken down below total Eight Thousand, Seven Hundred-Fifty Dollars (\$8,750.00).
  - Site Analysis: \$1,250
  - Concepts: \$4,250
  - Review Meeting: \$ 750
  - Final Plan and Estimate: \$2,500
2. **Total Design Fee Amount: Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00).**
3. Reimbursable expenses, including travel, lodging, food, and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attach rates and expenses schedule.

Estimated Reimbursable Expenses = Five Hundred Dollars (\$500).

If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Architect/Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

**ADDITIONAL SERVICES FEES**

Additional services performed by CONFLUENCE will be provided on a basis mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

**BILLING SCHEDULE**

Service fees and reimbursable expenses will be billed to the Owner on a monthly basis by CONFLUENCE. Payment is due upon receipt of invoice. The Owner agrees to provide payment to CONFLUENCE within thirty (30) days of the invoice date in accordance with the Master Agreement for Design Services. Nonpayment after sixty (60) days from date of invoice shall be just cause for suspension of work by CONFLUENCE.

**ARTICLE 6 – EXCLUSIONS**

- 1. Final Design and engineering of park facilities.
- 2. Geotechnical report.
- 3. Topographic survey (site aerial photography and GIS information, provided by the City of Mission, will be utilized during this phase of work).

**ARTICLE 7 – OWNER’S RESPONSIBILITIES**

Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE, and CONFLUENCE may rely on the accuracy and completeness. However, CONFLUENCE agrees to advise Owner promptly, in writing, if it observes any inaccuracy or incompleteness in the following:

- 1. Authorize CONFLUENCE in writing to proceed [authorization to proceed is given by the execution of this Agreement].
- 2. Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
- 3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to CONFLUENCE's Services for the Project.
- 4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of CONFLUENCE's Services.
- 5. Obtain, arrange, and pay for all advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of CONFLUENCE's Services.
- 6. Make Owner's facilities available to CONFLUENCE as required for performance of the Services under this Agreement and provide labor and safety equipment required for access.
- 7. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and CONFLUENCE and requiring Contractors to name Owner and CONFLUENCE as Additional Insureds on Contractors' liability insurance policies.
- 11. Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that does or may affect the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE or its sub consultants, or the work of construction Contractors.
- 13. Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

**City of Mission, KS**

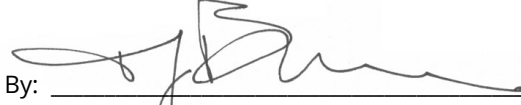
(Owner)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONFLUENCE, Inc.**

By:  \_\_\_\_\_  
*Terry Berkbuegler, ASLA, LEED AP*

Title: *Sr. Principal / Sr. Vice President*

Date: *October 21, 2020*

**Exhibit A**  
**TASK ORDER NO. 2**

This Task Order is made as of this **21<sup>th</sup>** day of **October 2020**, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT, dated **October 20th, 2020** (the Agreement), between the City of Mission, Kansas (Owner) and Confluence, Inc. (CONFLUENCE). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

CONFLUENCE will provide the client landscape architectural and site planning services to properly locate future park elements in Broadmoor Park.

**ARTICLE 1 – DESIGN TEAM**

CONFLUENCE will not require any subcontracts with sub consultants to provide the Owner with the comprehensive scope of services outlined in Article 2 – Scope of Services.

**ARTICLE 2 – SCOPE OF SERVICES**

**PHASE I – CONCEPTUAL PARK DESIGN:**

**Task 1.1 Site Analysis / Concept Development**

Confluence will prepare a brief site analysis to identify potential issues and opportunities that the site and surrounding land uses present against proposed program elements identified in the 2016 Comprehensive Parks Master Plan. Program elements are to be confirmed by the City through polling of Steering Committee and Public. The analysis will include a combination of drawings and site photos. Elements to be considered include but are not limited to: pedestrian vehicular access and circulation; surrounding land use; existing utilities and infrastructure; existing rain garden location and conditions; existing structures and improvements; topography and drainage patterns; view-sheds and vistas; existing vegetation; natural areas. The site analysis will inform conceptual park layout options.

Confluence will then prepare 1-2 hand rendered and labeled alternative conceptual plans for Broadmoor Park that identify size and locations for proposed elements and their relationship to each other. Elements to be considered, but not limited to, include incorporation and updates to existing restrooms, shelter, fields, relocation of raingardens, incorporation of a splash pad, basketball courts, dog park, and parking areas.

**Task 1.2 Preliminary Parks Concept Review**

Confluence will present the park concept alternatives to City Staff for initial review. Following public meetings, we will take the results provided by City representatives facilitating these meetings and attend a meeting virtually with the appointed Steering Committee to listen in and answer any questions the Committee may have. The alternative plans will be revised based on the comments received into a preferred final park concept plan.

Meetings:

- (1) Staff Coordination/Review
- (1) Steering Committee

**Task 1.3 Prepare Refined Concept Plans and Cost Estimate Verification**

Confluence will also develop a rough order of magnitude cost opinion for the preferred concept plan to allow the City to budget for future park improvements. We will prepare illustrative plans and 1-2 perspectives/supporting graphics for the Final Conceptual Design.

The preferred plan for Broadmoor Park will be put into a PowerPoint format to allow for Parks Department use and presentation to the Community and City Council and Board updates.

**ARTICLE 3 – ADDITIONAL SERVICES**

CONFLUENCE, at the request of the Owner, may perform additional services related to the project including but not limited to the list of services provided below. These and other additional services will be performed by CONFLUENCE as mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

1. Additional Meetings and Assignments: CONFLUENCE is available to attend additional meetings and perform additional design tasks not included in this Task Order at the direction of the Owner. All additional meetings and design assignments will be considered additional services and undertaken as a contract amendment at the direction of the Owner. Attendance and involvement in a public meeting to facilitate gathering input for the park can be added for a fee of \$500.00 per meeting.

**ARTICLE 4 – SCHEDULE**

CONFLUENCE will begin services upon receipt of a signed agreement from the Owner and will execute the scope of services according to a project schedule to be developed along with the Owner’s input during the project initiation meeting to the greatest extent practical. Currently, CONFLUENCE proposes to complete the services for Task Order No. 1 within approximately 3 months from receipt of this document signed. The Owner and CONFLUENCE agree to amend the project schedule, if necessary, to accommodate unplanned delays in review by the Owner and/or any other extenuating circumstances that are beyond the control of CONFLUENCE.

**ARTICLE 5 – FEES AND EXPENSES**

1. We propose to perform the services described in Article 2: Scope of Services: Phase One – Conceptual Park Design, on a task basis. The tasks as broken down below total Nine Thousand, Five Hundred Dollars (\$9,500.00).
  - Site Analysis: \$1,250
  - Concepts: \$4,750
  - Review Meeting: \$ 750
  - Final Plan and Estimate: \$2,750
2. **Total Design Fee Amount: Nine Thousand, Five Hundred Dollars (\$9,500.00).**
3. Reimbursable expenses, including travel and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule.

Estimated Reimbursable Expenses = Five Hundred Dollars (\$500).

If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Architect/Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

**ADDITIONAL SERVICES FEES**

Additional services performed by CONFLUENCE will be provided on a basis mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

**BILLING SCHEDULE**

Service fees and reimbursable expenses will be billed to the Owner on a monthly basis by CONFLUENCE. Payment is due upon receipt of invoice. The Owner agrees to provide payment to CONFLUENCE within thirty (30) days of the invoice date in accordance with the Master Agreement for Design Services. Nonpayment after sixty (60) days from date of invoice shall be just cause for suspension of work by CONFLUENCE.

**ARTICLE 6 – EXCLUSIONS**

- 1. Final Design and engineering of park facilities.
- 2. Geotechnical report.
- 3. Topographic survey (site aerial photography and GIS information, provided by the City of Mission, will be utilized during this phase of work).

**ARTICLE 7 – OWNER’S RESPONSIBILITIES**

Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE, and CONFLUENCE may rely on the accuracy and completeness. However, CONFLUENCE agrees to advise Owner promptly, in writing, if it observes any inaccuracy or incompleteness in the following:

- 1. Authorize CONFLUENCE in writing to proceed [authorization to proceed is given by the execution of this Agreement].
- 2. Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
- 3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to CONFLUENCE's Services for the Project.
- 4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of CONFLUENCE's Services.
- 5. Obtain, arrange, and pay for all advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of CONFLUENCE's Services.
- 6. Make Owner's facilities available to CONFLUENCE as required for performance of the Services under this Agreement and provide labor and safety equipment required for access.
- 7. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and CONFLUENCE and requiring Contractors to name Owner and CONFLUENCE as Additional Insureds on Contractors' liability insurance policies.
- 11. Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that does or may affect the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE or its sub consultants, or the work of construction Contractors.
- 13. Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.


**City of Mission, KS**  
(Owner)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONFLUENCE, Inc.**

By:   
*Terry Berkbuegler, ASLA, LEED AP*

Title: *Sr. Principal / Sr. Vice President*

Date: *October 21, 2020*



**Exhibit A**  
**TASK ORDER NO. 3**

This Task Order is made as of this **21<sup>th</sup>** day of **October 2020**, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT, dated **October 20th, 2020** (the Agreement), between the City of Mission, Kansas (Owner) and Confluence, Inc. (CONFLUENCE). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

CONFLUENCE will provide the client landscape architectural and site planning services to properly locate future park elements in Streamway Park.

**ARTICLE 1 – DESIGN TEAM**

CONFLUENCE will not require any subcontracts with sub consultants to provide the Owner with the comprehensive scope of services outlined in Article 2 – Scope of Services.

**ARTICLE 2 – SCOPE OF SERVICES**

**PHASE I – CONCEPTUAL PARK DESIGN:**

**Task 1.1 Site Analysis / Concept Development**

Confluence will prepare a brief site analysis to identify potential issues and opportunities that the site and surrounding land uses present against proposed program elements identified in the 2016 Comprehensive Parks Master Plan. The analysis will include a combination of drawings and site photos. Elements to be considered include but are not limited to: pedestrian vehicular access and circulation; surrounding land use; existing utilities and infrastructure; existing structures and improvements; topography and drainage patterns; view-sheds and vistas; existing vegetation; natural areas and additional KDOT Right of Way. The site analysis will inform conceptual park layout options.

Confluence will then prepare 1-2 hand rendered and labeled alternative conceptual plans for Streamway Park that identify size and locations for proposed elements and their relationship to each other. Elements to be considered include, but are not limited to, destination nature playground, ropes course, mountain bike trails, visitor’s center, outdoor classrooms and Turkey Creek Trail access.

**Task 1.2 Preliminary Parks Concept Review**

Confluence will present the park concept alternatives to City Staff for initial review. Subsequently, we plan to attend public input meetings facilitated by the City followed by a presentation to the Parks, Recreation and Tree Commission for consideration. We understand the City’s desire to facilitate these meetings and feel it would be valuable to the design process to attend, hear feedback and answer any questions from participants. With this input in hand, we will attend a meeting virtually with the appointed Steering Committee to listen in and answer any questions the Committee may have. The alternative plans will be revised based on the comments received into a preferred final park concept plan. Confluence will facilitate research and discussions relating to potential private partnerships to assist the City of Mission with identifying funding sources, operations and maintenance opportunities moving forward with Streamway Park.

**Meetings:**

- (1) Staff Coordination/Review
- (1) Steering Committee

### **Task 1.3 Prepare Refined Concept Plans and Cost Estimate Verification**

Confluence will also develop a rough order of magnitude cost opinion for the preferred concept plan to allow the City to budget for future park improvements. We will prepare illustrative plans and 1-2 perspectives/supporting graphics for the Final Conceptual Design.

The preferred plan for Streamway Park will be put into a PowerPoint format to allow for Parks Department use and presentation to the Community and City Council and Board updates.

#### **ARTICLE 3 – ADDITIONAL SERVICES**

CONFLUENCE, at the request of the Owner, may perform additional services related to the project including but not limited to the list of services provided below. These and other additional services will be performed by CONFLUENCE as mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

1. Additional Meetings and Assignments: CONFLUENCE is available to attend additional meetings and perform additional design tasks not included in this Task Order at the direction of the Owner. All additional meetings and design assignments will be considered additional services and undertaken as a contract amendment at the direction of the Owner.

#### **ARTICLE 4 – SCHEDULE**

CONFLUENCE will begin services upon receipt of a signed agreement from the Owner and will execute the scope of services according to a project schedule to be developed along with the Owner's input during the project initiation meeting to the greatest extent practical. Currently, CONFLUENCE proposes to complete the services for Task Order No. 1 within approximately 3 months from receipt of this document signed. The Owner and CONFLUENCE agree to amend the project schedule, if necessary, to accommodate unplanned delays in review by the Owner and/or any other extenuating circumstances that are beyond the control of CONFLUENCE.

#### **ARTICLE 5 – FEES AND EXPENSES**

1. We propose to perform the services described in Article 2: Scope of Services: Phase One – Conceptual Park Design, on a task basis. The tasks as broken down below total Fifteen Thousand Dollars (\$9,500.00).
  - Site Analysis: \$1,250
  - Concepts: \$4,750
  - Review Meeting(s): \$ 750
  - Final Plan and Estimate: \$2,750
2. **Total Design Fee Amount: Fifteen Thousand Dollars (\$9,500.00).**
3. Reimbursable expenses, including travel and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule.

Estimated Reimbursable Expenses = Five Hundred Dollars (\$500).

If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Architect/Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

#### **ADDITIONAL SERVICES FEES**

Additional services performed by CONFLUENCE will be provided on a basis mutually agreed to by the Owner and CONFLUENCE prior to performance of the services

**BILLING SCHEDULE**

Service fees and reimbursable expenses will be billed to the Owner on a monthly basis by CONFLUENCE. Payment is due upon receipt of invoice. The Owner agrees to provide payment to CONFLUENCE within thirty (30) days of the invoice date in accordance with the Master Agreement for Design Services. Nonpayment after sixty (60) days from date of invoice shall be just cause for suspension of work by CONFLUENCE.

**ARTICLE 6 – EXCLUSIONS**

- 1. Final Design and engineering of park facilities.
- 2. Geotechnical report.
- 3. Topographic survey (site aerial photography and GIS information, provided by the City of Mission, will be utilized during this phase of work).

**ARTICLE 7 – OWNER’S RESPONSIBILITIES**

Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE, and CONFLUENCE may rely on the accuracy and completeness. However, CONFLUENCE agrees to advise Owner promptly, in writing, if it observes any inaccuracy or incompleteness in the following:

- 1. Authorize CONFLUENCE in writing to proceed [authorization to proceed is given by the execution of this Agreement].
- 2. Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
- 3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to CONFLUENCE's Services for the Project.
- 4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of CONFLUENCE's Services.
- 5. Obtain, arrange, and pay for all advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of CONFLUENCE's Services.
- 6. Make Owner's facilities available to CONFLUENCE as required for performance of the Services under this Agreement and provide labor and safety equipment required for access.
- 7. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and CONFLUENCE and requiring Contractors to name Owner and CONFLUENCE as Additional Insureds on Contractors' liability insurance policies.
- 11. Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that does or may affect the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE or its sub consultants, or the work of construction Contractors.
- 13. Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

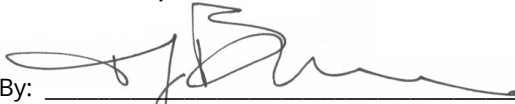
**City of Mission, KS**  
(Owner)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONFLUENCE, Inc.**

By:   
Terry Berkbuegler, ASLA, LEED AP

Title: Sr. Principal / Sr. Vice President

Date: October 21, 2020

**Exhibit A**  
**TASK ORDER NO. 3**

This Task Order is made as of this **21<sup>th</sup>** day of **October 2020**, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT, dated **October 20th, 2020** (the Agreement), between the City of Mission, Kansas (Owner) and Confluence, Inc. (CONFLUENCE). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

CONFLUENCE will provide the client landscape architectural and site planning services to properly locate future park elements in Waterworks Park.

**ARTICLE 1 – DESIGN TEAM**

CONFLUENCE will not require any subcontracts with sub consultants to provide the Owner with the comprehensive scope of services outlined in Article 2 – Scope of Services.

**ARTICLE 2 – SCOPE OF SERVICES**

**PHASE I – CONCEPTUAL PARK DESIGN:**

**Task 1.1 Site Analysis / Concept Development**

Confluence will prepare a brief site analysis to identify potential issues and opportunities that the site and surrounding land uses present against proposed program elements identified in the 2016 Comprehensive Parks Master Plan. The analysis will include a combination of drawings and site photos. Elements to be considered include but are not limited to: pedestrian vehicular access and circulation; surrounding land use; existing utilities and infrastructure (including underground storage tanks); existing structures and improvements; topography and drainage patterns; view-sheds; existing vegetation; and natural areas. The site analysis will inform conceptual park layout options.

Confluence will then prepare 1-2 hand rendered and labeled alternative conceptual plans for Waterworks Park that identify size and locations for proposed elements and their relationship to each other. Elements to be considered include, but are not limited to, incorporation and updates to existing features, restroom facilities, shelter location, playground and any field layouts.

**Task 1.2 Preliminary Parks Concept Review**

Confluence will present the park concept alternatives to City Staff for initial review. Following public meetings, we will take the results provided by City representatives facilitating these meetings and attend a meeting virtually with the appointed Steering Committee to listen in and answer any questions the Committee may have. The alternative plans will be revised based on the comments received into a preferred final park concept plan.

Meetings:

- (1) Staff Coordination/Review
- (1) Steering Committee

**Task 1.3 Prepare Refined Concept Plans and Cost Estimate Verification**

Confluence will also develop a rough order of magnitude cost opinion for the preferred concept plan to allow the City to budget for future park improvements. We will prepare illustrative plans and 1-2 perspectives/supporting graphics for the Final Conceptual Design.

The preferred plan for Waterworks Park will be put into a PowerPoint format to allow for Parks Department use and presentation to the Community and City Council and Board updates.

**ARTICLE 3 – ADDITIONAL SERVICES**

CONFLUENCE, at the request of the Owner, may perform additional services related to the project including but not limited to the list of services provided below. These and other additional services will be performed by CONFLUENCE as mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

1. Additional Meetings and Assignments: CONFLUENCE is available to attend additional meetings and perform additional design tasks not included in this Task Order at the direction of the Owner. All additional meetings and design assignments will be considered additional services and undertaken as a contract amendment at the direction of the Owner. Attendance and involvement in a public meeting to facilitate gathering input for the park can be added for a fee of \$500.00 per meeting.

**ARTICLE 4 – SCHEDULE**

CONFLUENCE will begin services upon receipt of a signed agreement from the Owner and will execute the scope of services according to a project schedule to be developed along with the Owner’s input during the project initiation meeting to the greatest extent practical. Currently, CONFLUENCE proposes to complete the services for Task Order No. 1 within approximately 3 months from receipt of this document signed. The Owner and CONFLUENCE agree to amend the project schedule, if necessary, to accommodate unplanned delays in review by the Owner and/or any other extenuating circumstances that are beyond the control of CONFLUENCE.

**ARTICLE 5 – FEES AND EXPENSES**

1. We propose to perform the services described in Article 2: Scope of Services: Phase One – Conceptual Park Design, on a task basis. The tasks as broken down below total Eight Thousand, Seven Hundred-Fifty Dollars (\$8,750.00).
  - Site Analysis: \$1,250
  - Concepts: \$4,250
  - Review Meeting: \$ 750
  - Final Plan and Estimate: \$2,500
2. **Total Design Fee Amount: Eight Thousand, Seven Hundred-Fifty Dollars (\$8,750.00).**
3. Reimbursable expenses, including travel and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule.

Estimated Reimbursable Expenses = Five Hundred Dollars (\$500).

If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Architect/Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

**ADDITIONAL SERVICES FEES**

Additional services performed by CONFLUENCE will be provided on a basis mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

**BILLING SCHEDULE**

Service fees and reimbursable expenses will be billed to the Owner on a monthly basis by CONFLUENCE. Payment is due upon receipt of invoice. The Owner agrees to provide payment to CONFLUENCE within thirty (30) days of the invoice date in accordance with the Master Agreement for Design Services. Nonpayment after sixty (60) days from date of invoice shall be just cause for suspension of work by CONFLUENCE.

**ARTICLE 6 – EXCLUSIONS**

1. Final Design and engineering of park facilities.
2. Geotechnical report.
3. Topographic survey (site aerial photography and GIS information, provided by the City of Mission, will be utilized during this phase of work).

**ARTICLE 7 – OWNER’S RESPONSIBILITIES**

Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE, and CONFLUENCE may rely on the accuracy and completeness. However, CONFLUENCE agrees to advise Owner promptly, in writing, if it observes any inaccuracy or incompleteness in the following:

1. Authorize CONFLUENCE in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to CONFLUENCE's Services for the Project.
4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of CONFLUENCE's Services.
5. Obtain, arrange, and pay for all advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of CONFLUENCE's Services.
6. Make Owner's facilities available to CONFLUENCE as required for performance of the Services under this Agreement and provide labor and safety equipment required for access.
7. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and CONFLUENCE and requiring Contractors to name Owner and CONFLUENCE as Additional Insureds on Contractors' liability insurance policies.
11. Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that does or may affect the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE or its sub consultants, or the work of construction Contractors.
13. Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

**City of Mission, KS**

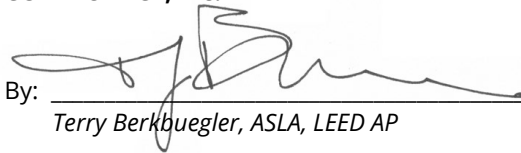
(Owner)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONFLUENCE, Inc.**

By:  \_\_\_\_\_  
*Terry Berkbuegler, ASLA, LEED AP*

Title: Sr. Principal / Sr. Vice President

Date: October 21, 2020