



**REGULAR MEETING AGENDA**  
**Wednesday, May 15, 2024 at 7:00 p.m.**

**CITY HALL**  
**6090 Woodson Street**

**Meeting In Person and Virtually via Zoom**

*This meeting will be held in person at the time and date shown above. This meeting will also be available virtually via Zoom (<https://zoom.us/join>). Information will be posted, prior to the meeting, on how to join at <https://www.missionks.org/calendar.aspx>.*

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

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**1. PUBLIC HEARINGS**

**2. SPECIAL PRESENTATIONS**

- 2a. APWA 5600 Stormwater Design Criteria Presentation from MARC
- 2b. End of Session Update from Senator Ethan Corson
- 2d. National Police Week Proclamation
- 2e. National Building Safety Month Proclamation
- 2g. Kids to Parks Day Proclamation

**3. ISSUANCE OF NOTES AND BONDS**

**4. CONSENT AGENDA**

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

**CONSENT AGENDA - GENERAL**

- 4a. [Minutes of the April 17, 2024 City Council Meeting](#)

**CONSENT AGENDA - Finance & Administration Committee**

[Finance & Administration Committee Meeting Packet May 1, 2024](#)  
[Finance & Administration Committee Meeting Minutes May 1, 2024](#)

**CONSENT AGENDA - Community Development Committee**

[Community Development Committee Meeting Packet May 1, 2024](#)  
[Community Development Committee Meeting Minutes May 1, 2024](#)

- 4b. PCC Cardio Equipment Lease-Purchase  
4c. Mohawk Park Phase II Testing and Inspection Services  
4d. Award Roe Ave Construction Inspection Contract (2024 CARS Project)  
4e. Easement Acquisition for the 2024 Street Preservation Project and the 2024 Localized Drainage Projects  
4f. Obligation of Funds for Operation Green Light Grant

**5. PUBLIC COMMENTS**

**6. ACTION ITEMS**  
**Planning Commission**

**Miscellaneous**

**7. COMMITTEE REPORTS**

**Finance & Administration, Mary Ryherd**

[Finance & Administration Committee Meeting Packet May 1, 2024](#)  
[Finance & Administration Committee Meeting Minutes May 1, 2024](#)

- 7a. Resolution Transferring Benefits of Performance Agreement (58/Nall Multi-family Redevelopment Project) ([page 4](#))

**Community Development, Lea Loudon**

[Community Development Committee Meeting Packet May 1, 2024](#)  
[Community Development Committee Meeting Minutes May 1, 2024](#)

- 7b. Award Roe Ave Construction Contract (2024 CARS Project) ([page 16](#))  
7c. Interlocal Agreement for Stormwater Systems Funding for 2024 Street Project ([page 32](#))  
7d. 2025 Street Preservation Project Design ([page 38](#))

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

9a. Election of Committee Chairs and Vice Chairs

**10. COMMENTS FROM THE CITY COUNCIL**

**11. COUNCIL COMMITTEE LIAISON REPORTS**

- Sustainability Commission (Boultinghouse/Loudon)
- Parks, Recreation + Tree Commission (Kring/Schmid)
- Mission Magazine Editorial Board (Ryherd/Chocie)
- Family Adoption Committee (Carpenter-Davis)

**12. MAYOR'S REPORT**

**Appointments**

**13. CITY ADMINISTRATOR'S REPORT**

13a. [March 2024 Interim Financial Report \(page 56\)](#)

13b. Business Updates

**14. EXECUTIVE SESSION**

**ADJOURNMENT**

|                            |              |              |
|----------------------------|--------------|--------------|
| <b>City of Mission</b>     | Item Number: | 7a.          |
| <b>ACTION ITEM SUMMARY</b> | Date:        | May 15, 2024 |
| <b>Administration</b>      | From:        | Laura Smith  |

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

**RE:** Resolution Approving the Assignment of the Performance Agreement for the 58/Nall Project

**RECOMMENDATION:** Adopt the Resolution approving the assignment of the benefits provided through Mission Resolution No. 1168 from MOJO Built, LLC to At Home Apartments of KC, LLC and authorizing execution of an assignment of assumption of the performance agreement.

**DETAILS:** The Governing Body previously adopted Resolution No. 1168 on October 18, 2023 determining the City’s intent to issue industrial revenue bonds (IRBs) in an aggregate amount not to exceed \$20 million to finance the costs of acquiring, constructing and equipping a three story, 77-unit multifamily housing project located at 5808 Nall Avenue. The IRBs provided a 70% property tax abatement for the project for a period of ten years. The Resolution of Intent also approved a Performance Agreement with MOJO Built, LLC the developer of the project which set forth specific terms related to the property tax abatement including the designation of 10% of the units as “attainable housing” (60% of AMI) and achieving a minimum of one Globe under the U.S. Green Buildings Green Globes rating system.

The City was recently contacted by an attorney representing At Home Apartments of KC, LLC who has been in negotiations with MOJO Built, LLC to purchase, complete and own the project. At Home Apartments has been in the business of developing and operating multifamily real estate projects for more than 20 years. Although based in Columbia, Missouri, At Home as enjoyed a presence in Mission for 20+ years with its Kansas home office located at 5945 Woodson Road.

At Home currently owns/manages six (6) properties in Mission with approximately 286 units between the properties:

- Mission Hill (5954 Woodson)
- Mission Point (5708 Outlook)
- Mission Ridge (5907 Reeds Rd)
- Mission Terrace (5720 Martway)
- Mission View (5980 Reeds Rd)

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

|                            |              |              |
|----------------------------|--------------|--------------|
| <b>City of Mission</b>     | Item Number: | 7a.          |
| <b>ACTION ITEM SUMMARY</b> | Date:        | May 15, 2024 |
| <b>Administration</b>      | From:        | Laura Smith  |

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

- The Gables-Hermitage of Mission (5932 Outlook)

At Home Apartments of KC, LLC has reviewed the specific terms and conditions of the performance agreement and is prepared to meet all obligations contained in the agreement. Article 4 of the Performance Agreement requires the City consent to the assignment of any benefits provided through the performance agreement.

Kevin Wempe of Gilmore and Bell has prepared the Resolution approving the assignment as well as the document formally assigning and assuming the terms of the agreement. It has undergone legal review by the seller and the prospective buyer and is now ready for consideration by the City Council.

Staff recommends approval of the transfer, including assignment of the benefits and conditions contained in the Performance Agreement to At Home Apartments, LLC. Pending a successful closing in the coming weeks, At Home is prepared to commence construction of the project by the July 1, 2024 milestone included in the agreement. Representatives from At Home will be present during the Committee meeting to introduce themselves and answer any questions the Council may have.

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

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

AT HOME APARTMENTS OF KC, LLC  
5945 Woodson Road, Mission, Kansas 66202

April 19,2024

Laura Smith  
City Administrator 6090 Woodson Rd.  
Mission, KS 66202  
**VIA Email: lsmith@missionks.org**

Re: 5808 Nall Avenue, Mission, Kansas (the "Project")

Dear Ms. Smith:

My name is Richard Miller and I am the principal of a company called At Home Apartments of KC, LLC ("At Home"). At Home is under contract to acquire the Project from a company called MoJo Built, LLC ("MoJo Built"), in a sale expected to close in early June of this year. Part of the terms of the contract with MoJo Built include At Home taking an assignment of a certain Performance Agreement between the City of Mission, Kansas (the "City"), and MoJo Built dated October 18,2024 (the "Performance Agreement").

This Performance Agreement includes tax abatement for the construction of a planned multifamily development approved by the City. At Home intends to build the project as already contemplated by MoJo Built and the City, and the purpose of this letter of introduction is to provide the City with background information on At Home, its history in Mission, Kansas, its long track record of success in developing and operating multifamily housing in the Kansas City area, and its sound financial condition making it capable of following through on each of the conditions contained in the Performance Agreement.

At Home's Background

At Home has been in the business of developing and operating multifamily real estate projects for more than 20 years, and has operated through related companies in Columbia, Missouri; and Kansas City (Missouri and Kansas). The company is managed by Richard Miller along with his sons Skip and Justin Miller. To date, At Home has developed, acquired, and managed approximately \$125 million in multifamily housing.

Specifically, with respect to Kansas City, at Home has built an amazing KC staff that enjoys long term leadership. Dayna Brehm has been our Regional Manager for 15 years, and Tom Deay has been our maintenance supervisor for 20 years. Scott Miller has been our local Asset Manager for 20 years, as well. The At Home team has won numerous awards through the Apartment Association of Kansas City (AAKC). We are the only property management company in the history of the AAKC to have two Presidents of the Association. Our track record demonstrates that we are committed to our industry, our people, and our communities.

Though At Home is based in Columbia, Missouri, it has enjoyed a presence in Mission for 20 years with its Kansas home office located at 5945 Woodson Road. In fact, At Home undertook and completed several projects in Mission so we already have a successful record of development in the City and familiarity with the City's approval processes necessary to undertake the Project.

Financial Condition

At Home enjoys a strong balance sheet and the Miller family holdings extend beyond real estate to include a variety of asset classes, but principally holdings in insurance. I am prepared to direct my accountant to offer a certification of assets to demonstrate our fiscal capacity, and can offer letters of support from a variety of lenders attesting to our consistent and unflinching ability to meet our financial obligations.

The Project

We have carefully reviewed the terms of the Performance Agreement and are prepared to assume each obligation to be assigned to us by MoJo Built in the event the City is amenable to

our assumption of the Project. In addition, we are proceeding apace to commence work on the Project by July 1, 2024, in accordance with the existing terms of the Performance Agreement so we do not anticipate requesting any modification of its terms provided the City agrees to a timely assignment of the Performance Agreement prior to our closing of the acquisition with MoJo Built.

We are working with an attorney experienced in low-income housing rent restrictions connected to government oriented subsidies so that we are confident in building the internal controls and marketing plan necessary to adhere to the Attainable Housing Certification requirements set forth in Section 3.5 of the Performance Agreement. We are also currently working with the existing architect for the Project to confirm that the current design and materials specifications will meet the Green Globe rating system requirements outlined in Section 3.6 of the Performance Agreement.

Finally, a representative from At Home will be present for the May City Council meeting where the assignment of the Performance Agreement will hopefully be on the agenda for City Council's decision to allow the City to ask questions in a formal setting on the record. In the meantime, we welcome the development of a dialogue to answer any questions you have and to address any concerns that might emerge from the proposed assignment or ownership of the Project.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Miller", written in a cursive style.

Richard Miller

Cc. via email:            Brian Scott, City of Mission  
                              Bruce Kimmel, Ehlers, Inc.  
                              Kevin Wempe, Gilmore & Bell  
                              Thomas Jensen, Jensen Law Firm

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

**RESOLUTION APPROVING THE ASSIGNMENT OF THE BENEFITS OF  
RESOLUTION NO. 1168 FROM MOJO BUILT LLC TO AT HOME  
APARTMENTS OF KC, LLC AND AUTHORIZING EXECUTION OF AN  
ASSIGNMENT OF ASSUMPTION OF PERFORMANCE AGREEMENT**

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**WHEREAS**, the City of Mission, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

**WHEREAS**, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

**WHEREAS**, the Governing Body of the City previously adopted Resolution No. 1168 on October 18, 2023 (the “Resolution of Intent”) determining the intent of the City to issue its industrial revenue bonds in the aggregate amount of not to exceed \$20,000,000 (the “Bonds”) to finance the costs of acquiring, constructing and equipping an approximately 89,427 square foot, three story, 77-unit multifamily housing project to be located at 5808 Nall Avenue, Mission, Kansas (the “Project”) for the benefit of MOJO Built, LLC, a Kansas limited liability company (the “Assignor”); and

**WHEREAS**, the City and the Assignor entered into a Performance Agreement dated as of October 18, 2023 (the “Performance Agreement”) whereby the City and Assignor set forth certain terms relating to the property tax abatement for the Project; and

**WHEREAS**, the Assignor desires to assign its interest in the Resolution of Intent to At Home Apartments of KC, LLC, a Kansas limited liability company (the “Assignee”); and

**WHEREAS**, the City desires to consent to this assignment of the Resolution of Intent to the Assignee and authorize the execution of an Assignment and Assumption of Performance Agreement between the City, the Assignee, and the Assignor (the “Assignment Agreement”).

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

**Section 1.** The Governing Body of the City hereby consents to the assignment by the Assignor of its interest in the Resolution of Intent to the Assignee. The City agrees that the Assignee will now be entitled to the benefits of the Resolution of Intent to the same extent and on the same terms as the Assignor as originally stated in the Resolution of Intent.

**Section 2.** The Mayor is authorized to execute and deliver the Assignment Agreement between the City, the Assignee, and the Assignor on behalf of and as the act and deed of the City, in substantially the same form as presented to the Governing Body on this date with such corrections or amendments thereto as the Mayor, upon recommendation of the City Attorney, may approve.

**Section 3.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.



**ADOPTED** by the Governing Body this 15<sup>h</sup> day of May, 2024.

**APPROVED** by the Mayor this 15<sup>th</sup> day of May, 2024.

[SEAL]

\_\_\_\_\_  
Solana Flora, Mayor

ATTEST:

\_\_\_\_\_  
Robyn L. Fulks, City Clerk

## ASSIGNMENT AND ASSUMPTION OF PERFORMANCE AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION OF PERFORMANCE AGREEMENT** (this “**Assignment**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and among **MOJO BUILT, LLC**, a Kansas limited liability company (the “**Assignor**”), **AT HOME APARTMENTS OF KC, LLC**, a Kansas limited liability company (the “**Assignee**”), and the **CITY OF MISSION, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**City**”).

### Recitals:

A. The City previously adopted Resolution No. 1168 on October 18, 2023 (the “**Resolution**”) expressing the City’s intent to issue up to \$20,000,000 of its industrial revenue bonds for the benefit of the Assignor and its construction of an approximately 89,427 square foot, three story, 77-unit multifamily housing project to be located at 5808 Nall Avenue, Mission, Kansas (the “**Project**”).

B. The City and the Assignor entered into a Performance Agreement dated as of October 18, 2023 (the “**Performance Agreement**”) whereby the City and Assignor set forth certain terms relating to the property tax abatement for the Project.

C. Prior to or concurrently herewith, Assignor has conveyed or is conveying to Assignee all of Assignor’s right, title and interest in and to the Project and the Project Site (as defined in the Performance Agreement and described in **Exhibit A** hereto).

D. Assignor desires to assign to Assignee all of Assignor’s right, title and interest in, to and under the Resolution and the Performance Agreement (collectively, the “**IRB Documents**”). Assignee desires to accept such assignment and assume and agree to keep, perform and observe all of the terms, covenants, agreements and conditions contained in the IRB Documents on Assignor’s part to be kept, performed and observed with respect to any fact, event or circumstance that first occurs from and after the Effective Date, subject to the terms, covenants and conditions contained herein and in the IRB Documents.

E. The City has authorized the execution of its consent to the assignment of the IRB Documents, as reflected below.

### Agreement:

**NOW, THEREFORE**, the parties mutually agree as follows:

**1. Representation.** As of the Effective Date, Assignor and Assignee represent that Assignor has conveyed to Assignee its interest in the Project, including the buildings, structures, improvements, fixtures, machinery, and equipment situated on the Project Site and all additions, alterations, modifications, and improvements thereof.

**2. Assignment.** Assignor hereby assigns to Assignee all right, title and interest of Assignor in, to and under the IRB Documents, subject to the terms, covenants and conditions contained herein.

**3. Assumption.** Assignee hereby accepts such assignment and assumes and agrees to keep, perform and observe all of the terms, covenants, agreements and conditions contained in the IRB Documents on Assignor’s part to be kept, performed and observed with respect to any fact, event or

circumstance that first occurs from and after the Effective Date, subject to the terms, covenants and conditions contained herein.

**4. No Event of Default.** The Assignor represents that there has been no Event of Default (as defined and/or described in the Performance Agreement) under the terms of the Performance Agreement, and no conditions currently exist that with the passage of time would result in an Event of Default.

**5. Consent and Release.** Pursuant to **Article IV** of the Performance Agreement, the City hereby consents to the assignment of the IRB Documents from the Assignor to the Assignee. The City hereby releases the Assignor from all liability under the IRB Documents occurring on and after the Effective Date.

**6. Notice Address.** The Assignee represents that the notice address of the Assignee for purposes of the IRB Documents is:

At Home Apartments of KC, LLC

\_\_\_\_\_

\_\_\_\_\_

Attn:

**7. Amendment.** Exhibit B to the Performance Agreement is hereby deleted in its entirety and Exhibit A hereto is inserted in its place.

**8. Successors and Assigns.** This Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns; provided, the IRB Documents may only be further assigned in accordance with the terms of such IRB Documents.

**9. Receipt of IRB Documents.** Assignee hereby represents that it has received and reviewed the copy of the IRB Documents delivered to it by Assignor.

**10. Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Kansas and each party agrees to jurisdiction and venue in said state and the federal and state courts located in such state.

**11. Counterparts.** This Assignment may be executed and delivered in any number of counterparts, or by the parties on separate counterpart signature pages, all of which shall constitute one and the same instrument.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

**ASSIGNOR:**

**MOJO BUILT, LLC**  
a Kansas limited liability company,

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

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

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

**ASSIGNEE:**

**AT HOME APARTMENTS OF KC, LLC,**  
a Kansas limited liability company

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

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

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

**CITY:**

**CITY OF MISSION, KANSAS**

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

Name: Solana Flora

Title: Mayor

(SEAL)

ATTEST:

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

Name: Robyn L. Fulks

Title: City Clerk

**EXHIBIT A**

**Legal Description**

Lot 1, HOLLY HEIGHTS, a subdivision in the City of Mission, Johnson County, Kansas.

|                            |              |              |
|----------------------------|--------------|--------------|
| <b>City of Mission</b>     | Item Number: | 7b.          |
| <b>ACTION ITEM SUMMARY</b> | Date:        | May 15, 2024 |
| <b>Public Works</b>        | From:        | Brent Morton |

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

**RE:** Contract Award for Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street)

**RECOMMENDATION:** Approve a contract with Amino Brothers Co., Inc.. for construction of the Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street) 2024 CARS Rehabilitation Project in an amount not to exceed \$1,476,817.65.

**DETAILS:** On April 19, 2023, the City Council approved a resolution adopting the 5-Year CARS Street Improvement Program for 2024-2028, which included the Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street) in 2024. A design contract for the project was authorized by the City Council in July 2023. This is a joint project with Roeland Park, Fairway and Prairie Village with Mission administering the project.

The proposed improvements include mill and overlay with two-inch asphalt surface pavement repairs, median replacement, spot replacement of curb and gutter, sidewalks and ADA ramps, stormwater repairs and pavement markings. The traffic signal at Johnson Drive and Roe Avenue will be replaced, and pedestrian signals installed with a crosswalk on the east side of the intersection. A new sidewalk will be installed on the east side of Roe Ave. between 59th St. and Johnson Drive.

The project was bid in April 2024 and bids were opened on April 26, 2024. There were 4 bidders, with Amino Brothers Co.,Inc. submitting the lowest and most responsive bid. The results of the bid opening are included in the table below:

| <b>Roe Avenue Rehabilitation Project (Johnson Drive to 63rd Street)</b> |                       |
|---|-----------------------|
| <b>Engineer’s Estimate</b>  | <b>\$1,845,657.00</b> |
| <b>Amino Brothers</b>   | <b>\$1,476,817.65</b> |
| McAnany Construction  | \$1,615,000.00        |
| JM Fahey Construction   | \$1,528,890.50        |
| VFA Builders  | \$1,585,273.80        |

All bids received were under the original engineer’s estimate submitted to CARS. This will impact the estimated reimbursement amount from the County, as well as the project cost-shares for the cities of Fairway and Prairie Village.

Mission will fund approximately 63% of the total construction cost, Roeland Park 14%, Fairway 22% and Prairie Village 1%. The total construction/construction inspection project costs for this project are estimated to be \$1,539,517.65.

|                                 |                          |
|---------------------------------|--------------------------|
| Related Statute/City Ordinance: | NA                       |
| Line Item Code/Description:     | Capital Improvement Fund |
| Available Budget:               | \$1,600,000              |



|                            |              |              |
|----------------------------|--------------|--------------|
| <b>City of Mission</b>     | Item Number: | 7b.          |
| <b>ACTION ITEM SUMMARY</b> | Date:        | May 15, 2024 |
| <b>Public Works</b>        | From:        | Brent Morton |

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

|                         |                 |
|-------------------------|-----------------|
| Construction            | \$1,476,817.65  |
| Construction inspection | \$ 62,700.00    |
| Total                   | \$1,539,517.65  |
| Less CARS funding       | (\$ 769,758.83) |
| Net Project Cost        | \$ 769,758.83   |

An Interlocal Agreement between Mission, Roeland Park, Fairway and Prairie Village and has already been approved and executed by each agency to share in the net project cost.

Construction is anticipated to begin in June/July 2024 and is estimated to be completed in December 2024.

**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, including sidewalk/ADA ramp improvements.

|                                 |                          |
|---------------------------------|--------------------------|
| Related Statute/City Ordinance: | NA                       |
| Line Item Code/Description:     | Capital Improvement Fund |
| Available Budget:               | \$1,600,000              |



**MISSION**  
*Kansas*

**Invitation to Bid / Request for Bids / Project Manual**

for

**ROE AVENUE PAVEMENT  
REHABILITATION  
(63<sup>rd</sup> Street to Johnson Drive)**

**CITY PROJECT # SP-2024-01**

**CARS PROJECT # 320001399**

Published: April 5, 2024

Bids Due: April 26, 2024

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Amino Brothers Company, Inc.  
8110 Kaw Drive  
Kansas City, KS 66111

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

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

### OWNER:

(Name, legal status and address)

City of Mission, Kansas  
6090 Woodson Road  
Mission, KS 66202

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

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

### PROJECT:

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

Roe Avenue Pavement Rehabilitation (63rd Street to Johnson Drive)

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

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

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

Signed and sealed this 26th day of April, 2024

  
(Witness)

Amino Brothers Company, Inc.

(Principal)

(Seal)

By:

(Title) MARY J. SULLIVAN, CEO

Liberty Mutual Insurance Company

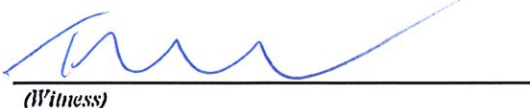
(Surety)

(Seal)

By:

(Title) Sophia Reyes Attorney-in-Fact

Surety Phone No. 617-357-9500

  
(Witness)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Sophia Reyes all of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Amino Brothers Company, Inc.
Obligee Name: City of Mission, Kansas
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of April, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of April, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of April, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



April 8, 2024

ROE AVE. PAVEMENT REHABILITATION – 63<sup>RD</sup> TO JOHNSON DR. #SP-2024-01

ADDENDUM NO. 1

CONTRACT BIDDERS:

Enclosed is **Addendum No. 1** to the above referenced contract documents. Please execute and attach this **Addendum No. 1** to your bid sheets.

If you have any questions, please contact the undersigned.

OLSSON

A handwritten signature in black ink that reads "Paul Moore". The signature is written in a cursive, flowing style.

Paul Moore, P.E.  
PROJECT MANAGER

ROE AVE. PAVEMENT REHABILITATION - 63<sup>RD</sup> TO JOHNSON DR.  
ADDENDUM NO. 1

---

PROJECT MANUAL

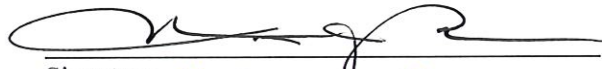
Clarifications:

- Item 1: In the notice to bidders' section the day sealed bids are due was miss typed as Tuesday the 26<sup>th</sup> of April and should have said Friday the 26<sup>th</sup> of April.

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project.

Amino Brothers Co., Inc.

Company Name



Signature MARY J. SULLIVAN

CEO

Title AMINO BROTHERS CO., INC.

Address 8110 KAW DRIVE P.O. BOX 11277  
KANSAS CITY, KS 66111

City/State/Zip

913.334.2330

Telephone Number

SEAL

END OF ADDENDUM 1



April 19, 2024

ROE AVE. PAVEMENT REHABILITATION – 63<sup>RD</sup> TO JOHNSON DR. #SP-2024-01

ADDENDUM NO. 2

CONTRACT BIDDERS:

Enclosed is **Addendum No. 2** to the above referenced contract documents. Please execute and attach this **Addendum No. 2** to your bid sheets.

If you have any questions, please contact the undersigned.

OLSSON

A handwritten signature in black ink that reads "Paul Moore". The signature is written in a cursive, flowing style.

Paul Moore, P.E.  
PROJECT MANAGER

ADDENDUM NO. 2

---

PROJECT MANUAL

Clarifications:

Item 1: Meeting Minutes from the Pre-Bid Meeting are attached. See **Attachment 1**.

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project.

Amino Brothers Co., Inc.

Company Name

  
Signature MARY J. SULLIVAN

CEO

Title

AMINO BROTHERS CO., INC.

Address

~~8110 KAW DRIVE P.O. BOX 11277~~  
KANSAS CITY, KS 66111

City/State/Zip

913. 334. 2330

Telephone Number

SEAL

**END OF ADDENDUM 2**





April 23, 2024

ROE AVE. PAVEMENT REHABILITATION – 63<sup>RD</sup> TO JOHNSON DR. #SP-2024-01

ADDENDUM NO. 3

CONTRACT BIDDERS:

Enclosed is **Addendum No. 3** to the above referenced contract documents. Please execute and attach this **Addendum No. 3** to your bid sheets.

If you have any questions, please contact the undersigned.

OLSSON

A handwritten signature in black ink that reads "Paul Moore". The signature is written in a cursive, flowing style.

Paul Moore, P.E.  
PROJECT MANAGER

**ROE AVE. PAVEMENT REHABILITATION – 63<sup>RD</sup> TO JOHNSON DR.  
ADDENDUM NO. 3**

---

**PROJECT MANUAL**

**Clarifications:**

- Item 1: Manhole adjustments called out on the plans will require the concrete diamond per the detail on sheet 25 of the plans.
- Item 2: The existing power poles east of Roe near the proposed storm sewer work and proposed retaining wall have been planned to be braced by Everygy during construction. The contractor shall coordinate getting this bracing work scheduled by Everygy personal.
- Item 3: Since the bid item 27 "STORM SEWER (HDPE) (54") is not readily available we are switching this bid item to "STORM SEWER (SRPE) (54)". This product is a steel reinforced polyethylene (SRPE) pipe (or approved equal). Contech is a known local supplier. An updated bid form is provided in Attachment 1 that reflects this change. The recap table in the plans is has also been updated (see attachment 2)
- Item 4: There is a discrepancy in the plans regarding the full depth asphalt repair depth. The notes on the plans are incorrect. The detail on sheet 5 is correct showing 4" additional depth below the 2" mill. Please disregard depth called out in the notes on the plans next to the legend.
- Item 5: The total quantity for the full depth asphalt repair in the recap for Mission on sheet 4 is missing. Therefore, the total bid quantity in the bid form is also incorrect. An updated bid form is provided in Attachment 1 that reflects this change. The recap table in the plans is has also been updated (see attachment 2). Please note the quantity tables per plan sheet do reflect the correct quantities.

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project.

**Amino Brothers Co., Inc.**

Company Name

Signature  MARY J. SULLIVAN

CEO

Title

AMINO BROTHERS CO., INC.

Address

8110 KAW DRIVE P.O. BOX 11277  
KANSAS CITY, KS 66111

City/State/Zip

913. 334. 2330

Telephone Number

SEAL

**END OF ADDENDUM 3**

BID

ROE AVENUE PAVEMENT REHABILITATION (63rd Street to Johnson Drive)

TO: CITY OF MISSION,  
JOHNSON COUNTY, KANSAS

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

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

**BID SHEET**

| ITEM NO. | ITEM DESCRIPTION                                      | UNIT     | QUANTITY | UNIT COST \$ | COST \$     |
|----------|---|----------|----------|--------------|-------------|
| 1        | FORCE ACCOUNT   | LUMP SUM | 1        | \$90,000.00  | \$90,000.00 |
| 2        | MILLING (2")  | SY       | 18316    | 2.85         | 52,200.60   |
| 3        | HMA COMMERCIAL GRADE (CLASS A) (2")                   | SY       | 18316    | 13.65        | 250,013.40  |
| 4        | TYPE 1 STREET REPAIR                                  | SY       | 188      | 86.35        | 16,233.80   |
| 5        | FULL DEPTH PAVEMENT REPAIR                            | SY       | 436      | 143.-        | 62,348.-    |
| 6        | COMBINED CURB & GUTTER REMOVAL & REPLACEMENT (TYPE B) | LF       | 1066     | 72.25        | 77,98.50    |
| 7        | COMBINED CURB & GUTTER REMOVAL & REPLACEMENT (TYPE C) | LF       | 45       | 99.50        | 4477.50     |
| 8        | COMBINED CURB & GUTTER REMOVAL & REPLACEMENT (TYPE D) | LF       | 671      | 60.15        | 40,300.65   |
| 9        | 4" SIDEWALK REPLACEMENT                               | SF       | 1709     | 23.50        | 40,161.50   |
| 10       | REMOVE AND REPLACE SIDEWALK RAMP                      | EACH     | 16       | 2874.-       | 45,984.-    |
| 11       | DETECTABLE WARNING SURFACE                            | SF       | 223      | 40.45        | 9020.35     |
| 12       | 4" AB-3 (OP MODIFIED)                                 | SY       | 547      | 21.45        | 11,733.15   |
| 13       | 4" STAMPED COLORED CONCRETE (HERRINGBONE BRICK)       | SY       | 288      | 101.-        | 29,088.-    |

|    |   |      |      |          |           |
|----|---|------|------|----------|-----------|
| 14 | 8" CONCRETE DRIVEWAY REPLACEMENT            | SY   | 32   | 179.-    | 5728.-    |
| 15 | 4" SIDEWALK                                 | SF   | 3204 | 11.05    | 35,404.20 |
| 16 | INTEGRAL SIDEWALK RETAINING WALL            | CY   | 13   | 2757.-   | 35,841.-  |
| 17 | PIPE UNDERDRAIN (6" NON PERFERATED)(TYPE K) | LF   | 8    | 66.60    | 532.80    |
| 18 | PIPE UNDERDRAIN (6" PERFERATED)(TYPE H)     | LF   | 72   | 65.30    | 4701.60   |
| 19 | MEDIAN NOSE REPLACEMENT                     | EACH | 2    | 2467.-   | 4934.-    |
| 20 | FLOWABLE FILL (LOW STRENGTH)                | CY   | 32.0 | 165.-    | 5280.-    |
| 21 | CURB INLET THROAT REPLACEMENT               | LF   | 39   | 147.-    | 5733.-    |
| 22 | JUNCTION BOX (7'X7')                        | EACH | 1    | 13,432.- | 13,432.-  |
| 23 | JUNCTION BOX (4'X7')                        | EACH | 1    | 10,149.- | 10,149.-  |
| 24 | JUNCTION BOX (6'X6')                        | EACH | 1    | 12,431.- | 12,431.-  |
| 25 | STORM SEWER (RCP CLASS III) (24")           | LF   | 69   | 167.-    | 11,523.-  |
| 26 | STORM SEWER (RCP CLASS III) (36")           | LF   | 107  | 308.-    | 32,956.-  |
| 27 | STORM SEWER (RCP CLASS III) (54")           | LF   | 136  | 439.-    | 59,704.-  |
| 28 | STORM SEWER (SRPE)(54")                     | LF   | 32   | 607.-    | 19,424.-  |
| 29 | PIPE COLLAR                                 | EACH | 1    | 2496.-   | 2496.-    |
| 30 | ADJUSTMENT OF MANHOLE                       | EACH | 11   | 2082.-   | 22,902.-  |
| 31 | SOD   | SY   | 750  | 32.80    | 24,600.-  |
| 32 | PROJECT SIGN (CARS)                         | EACH | 2    | 905.-    | 1810.-    |
| 33 | CONCRETE ENCASEMENT (RCE)                   | LF   | 10   | 247.-    | 2470.-    |
| 34 | 4" WHITE (IMP)                              | LF   | 1740 | 2.25     | 3915.-    |
| 35 | 4" YELLOW (IMP)                             | LF   | 6694 | 2.25     | 15,061.50 |
| 36 | 6" WHITE (IMP)                              | LF   | 25   | 11.30    | 282.50    |

|    |                                 |             |     |           |           |
|----|---------------------------------|-------------|-----|-----------|-----------|
| 37 | 8" WHITE (IMP)                  | LF          | 410 | 3.95      | 1619.50   |
| 38 | 12" YELLOW (IMP)                | LF          | 65  | 11.30     | 734.50    |
| 39 | 24" WHITE (PTP)                 | LF          | 605 | 24.90     | 15,064.50 |
| 40 | WHITE TURN ARROW (PTP)          | EACH        | 25  | 339.-     | 8475.-    |
| 41 | WHITE "ONLY" MARKING (PTP)      | EACH        | 2   | 565.-     | 1130.-    |
| 42 | PERMANENT TRAFFIC CONTROL SIGNS | SF          | 16  | 56.55     | 904.80    |
| 43 | 1-3/4" X 1-3/4" SIGN POSTS      | LF          | 36  | 11.30     | 406.80    |
| 44 | 2" x 2" SIGN POST ANCHORS       | LF          | 16  | 28.25     | 452.-     |
| 45 | 2-1/4" x 2-1/4" ANCHOR SLEEVES  | LF          | 10  | 28.25     | 282.50    |
| 46 | CONCRETE ANCHOR & SLEEVE        | EACH        | 2   | 170.-     | 340.-     |
| 47 | TRAFFIC SIGNAL                  | LUMP<br>SUM | 1   | 327,485.- | 327,485.- |
| 48 | TRAFFIC CONTROL                 | LUMP<br>SUM | 1   | 59,973.-  | 59,973.-  |

TOTAL BID                   \$ 1,476,817.65

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, as stated herein:

A. The Notice to Proceed is anticipated to be May 31, 2024.

B. The undersigned further agrees to complete the work as described in the plans during 215 total consecutive calendar days (with daily working hours from 7:00 AM to 6:00 PM Monday through Friday, 8:00 AM to 6:00 PM on Saturdays, and with no work on Sundays), and open the roadway to traffic after working hours with lane drops approved by the Engineer. No Damages will be assessed due to traffic signal component delivery delay.

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

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

2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.
3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other contract documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the contract documents.
6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) #1, #2, #3.
7. The undersigned agrees to sign a contract for the bid price on this bid form up until the date of June 30, 2024.

Enclosed is a certified check, cashier's check or bid bond in the amount of 5% DOLLARS (\$\_\_\_\_\_)

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

DATED in KANSAS CITY, KS this 26<sup>th</sup> day of APRIL, 2024.

**Amino Brothers Co., Inc.**

(SEAL)

Contractor



Signature

MARY J. SULLIVAN

Printed Name

CEO

Title

**AMINO BROTHERS CO., INC.**

Street Address 8110 KAWDORFE P.O. BOX 11277  
KANSAS CITY, KS 66111

City, State, Zip

913.334.2330

Telephone Number

913.334.0144

Fax Number

|                              |              |              |
|------------------------------|--------------|--------------|
| <b>City of Mission</b>       | Item Number: | 7c.          |
| <b>ACTION ITEM SUMMARY</b>   | Date:        | May 15, 2024 |
| <b>Community Development</b> | From:        | Brent Morton |

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

**RE:** Interlocal with Johnson County for Stormwater System Renewal Project – 2024 Street Preservation Project

**RECOMMENDATION:** Approve an Interlocal Agreement with Johnson County for the 2024 Stormwater System Renewal Project known as 2024 Mission Street Repairs (1-MI-2024-R-530).

**DETAILS:** Due to the aging stormwater systems throughout Johnson County, the County makes additional funding available for replacement of stormwater infrastructure with a condition rating higher than 3.2. The funding is a 50/50 split between the County and a participating city, and funds replacement of existing infrastructure. Cities are required to cover costs for stormwater system upgrades such as increased size or additional (new) stormwater infrastructure.

Staff submitted an application in 2023 to the County to replace all eligible stormwater assets for the 2024 Street Rehabilitation Project and other capital projects. Johnson County sent an intent to proceed on April 10, 2024.

The current Interlocal Agreement under consideration specifies the County’s policy and procedures, stormwater system renewal projects, the County’s contribution towards renewal projects cost (50% of the \$532,860 estimated total project cost or \$266,430) and commits the City’s funds to the project. The City’s funds have already been/are being expended in connection with the street program.

Approval of the interlocal agreement will allow staff to apply for reimbursement of 2024 stormwater infrastructure associated with the 2024 Street Program as costs are incurred.

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

|                                 |                                  |
|---------------------------------|----------------------------------|
| Related Statute/City Ordinance: | N/A                              |
| Line Item Code/Description:     | 25-90-805-70 Street Preservation |
| Available Budget:               | \$266,430 (City’s 50% match)     |



**Agreement between  
Johnson County and the City of Mission  
For a Stormwater System Renewal Project  
known as Mission Street Repairs  
1-MI-2024-R-530**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Mission (the "City") pursuant to K.S.A. 12-2908.

**Recitals**

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the stormwater system renewal project ("Renewal Project") for the stormwater management project identified as Mission Street Repairs (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

## **Agreement**

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Renewal Project shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
  
2. **Stormwater System Renewal Requirements.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations. The costs and expenses incurred by the City in connection with the Project shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement. Reimbursement will only be made for eligible stormwater assets which have been assigned an observed risk score of 3.2 or higher by the Stormwater Management Program under the 2018 Strategic Asset Management Plan (SAMP). The SAMP will be provided upon request.
  
3. **Estimated Cost of Renewal Project.** The City represents it has established, a good faith estimate of the total cost for the renewal of eligible stormwater assets included in the Renewal Project of Five Hundred Thirty Two Thousand Eight Hundred Sixty Dollars (\$532,860). Cost estimates shall be prepared by qualified city staff or qualified independent contractor retained by the city.
  
4. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Renewal Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Renewal Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement

to contain a reasonable and customary deductible or co-insurance provision.

5. **County Contribution Toward Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Renewal Project as follows:

Not more than once each calendar month, the City may submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County detailing total Renewal Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures, The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County may require the City to supplement the Payment Request as needed to satisfy the County, that the Payment Request accurately reflects properly reimbursable costs and expenses. Additionally, the Project Reimbursement Form shall be submitted with each invoice. The project reimbursement form can be found at <https://www.jocogov.org/dept/public-works/stormwater-management/about-smp/strategic-plan>, or will be provided upon request.

The County agrees to make payment to the City within thirty days following the Stormwater Program Manager's approval and acceptance of a properly documented Payment Request in an amount equal to fifty percent (50%) of the renewal costs incurred for eligible stormwater assets.

6. **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

7. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows or if sent by electronic mail and received by the addressee:

**If to the County:**

Mr. Lee Kellenberger  
Urban Services Division Director  
Johnson County Public Works  
1800 W. Old 56 Highway  
Olathe, KS 66061

**If to the City:**

Stephanie Boyce  
Public Works Director  
City of Mission  
4775 Lamar Avenue  
Mission, KS 66202

8. **Effective Date.** Regardless of the dates(s) the parties execute the agreement, the effective date of this agreement shall be \_\_\_\_\_ provided the agreement has been fully executed by both parties.

**Board of County Commissioners of  
Johnson County, Kansas**

**City of Mission**

\_\_\_\_\_  
Mike Kelly, Chairman

\_\_\_\_\_  
Solana Flora, Mayor

Attest:

Attest:

\_\_\_\_\_  
Lynda Sader  
Deputy County Clerk

\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Scott Abbott  
Assistant County Counselor

\_\_\_\_\_  
City Attorney

|                            |              |                |
|----------------------------|--------------|----------------|
| <b>City of Mission</b>     | Item Number: | 7d.            |
| <b>ACTION ITEM SUMMARY</b> | Date:        | May 15, 2024   |
| <b>Public Works</b>        | From:        | Stephnie Boyce |

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

**RE:** Engineering Services Task Order for 2025 Street Preservation Project

**RECOMMENDATION:** Approve a task order with Olsson for engineering services for the proposed 2025 Street Preservation project in an amount not to exceed \$274,197.

**DETAILS:** The City dedicates \$2.0 million annually to the residential Street Preservation Program, which is guided by pavement condition index (PCI) data from Stantec's 2022 study and previous geotechnical analysis by Olsson. To maintain progress with the program, the City tries to design each program one year in advance of construction. The 2025 Street Preservation Program will include the following streets:

| Street                  | Limits                             | PCI              |
|-------------------------|------------------------------------|------------------|
| 61 <sup>st</sup> Street | Broadmoor Street to Barkley Street | 16.4 (Serious)   |
| 62 <sup>nd</sup> Street | Glenwood Street to Lamar Avenue    | 32.5 (Very poor) |
| Reeds Road              | Johnson Drive to 58th Street       | 19.8 (Serious)   |
| Beverly Drive           | Dearborn Drive to Reeds Road       | 28.2 (Very poor) |

The proposed design includes full depth pavement reconstruction, along with the replacement of curbs, gutters, and driveway approaches, and improvements or repairs to stormwater systems, specifically targeting stormwater components with risk ratings of 4 and 5.

The enclosed task order encompasses all necessary design services for the proposed streets. These services include surveying, data collection, design development, coordination with utility companies, and the creation of easement documents. Additional provisions cover project meetings, obtaining permits, drafting bid documents, and overseeing bid submission and construction. The total cost for these services will not exceed \$274,197.

**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:               | \$2,000,000 (CIP)                              |

## Exhibit "A" – Task Order

### TASK ORDER: 2025 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 roads:

1. 61<sup>st</sup> Street – Broadmoor to Barkley
2. 62<sup>nd</sup> Street - Glenwood to Lamar
3. Reeds - Johnson Drive to 58th Street
4. Beverly Drive – Dearborn to Reeds

#### 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 February 2024 and ending in November 2025.

#### Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to OLSSON the estimated amount of \$274,197.00, 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, P.E.

Title: Vice President

Date: 12/13/2024





## EXHIBIT C

### SCOPE OF SERVICES: 2025 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:

1. 61<sup>st</sup> Street – Broadmoor to Barkley
2. 62<sup>nd</sup> Street - Glenwood to Lamar
3. Reeds - Johnson Drive to 58th Street
4. Beverly Drive – Dearborn to Reeds

In addition, driveway approaches will be replaced to tie into the new curb line. Storm sewer replacement 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 2025 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. See Attached maps for limits.
- 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 use local GIS data for areas outside of the immediate project limits to help depict the corridor.

### **Task III. Preliminary Design**

#### **3.01 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.

#### **3.02 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. Storm Sewer Profiles
- H. Surface drainage design
  - 1. 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 14)
- K. Intersection layouts (assume 9)
- L. Driveway layouts and profiles (assume 38)
- M. ADA ramp layouts (assume 6)

N. Provide Cross-Sections every 25 feet derived from a proposed surface model created for the project.

**3.03** 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.

**3.04** 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.

**3.05** 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.

**3.06** 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

**3.07** Right-of-way and easements.

A. Describe Temporary Easements necessary to complete project.  
Assume 41

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 IV. Final Design**

- 4.01** 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 Assume (38)
  - F. Final ADA ramp grading sheets (Assume 6 ramps)
  - G. Curb return information
  - H. Side road profiles as needed. (Assume 14 side roads)
  - I. Final Demo plans.
  - J. Compile necessary standard details.
  - K. Final Cross Sections every 25 feet
  - L. Erosion Control plans meeting all NPDES requirements
  - M. Develop final quantity tables per including break out tables for each bid item.
- 4.02** 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.
- 4.03** Provide a detailed opinion of probable cost (including appropriate contingency).
- 4.04** Provide PDF copy of the Office Check plans (90%) to the City.

- 4.05 Upon receipt of City comments on Office Check submittal, make necessary modifications and furnish a PDF copy of the Final plans (100%).
- 4.06 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.
- 4.07 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 V. Project Meetings & Project Management**

**5.01 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)

**5.02 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 VI. Bidding**

- 6.01 Prepare written addenda to the bidding documents as required and/or requested.
- 6.02 Attend the pre-bid conference.
- 6.03 Answer Contractor questions.
- 6.04 Assist the City in analyzing bids and making recommendation for award of the construction contract.
- 6.05 Prepare a bid tabulation in printed and MS Excel Format.
- 6.06 Attend the bid letting.

**Task VII. Construction Period Services**

- 7.01 Prepare for and attend preconstruction meeting including minutes

- 7.02 Shop Drawing & Material Submittal Review
- 7.04 Answer contractor questions (RFI)
- 7.05 Plan Revisions (minor)
- 7.06 Field Visits to resolve issues
- 7.07 Compile as built plans
- 7.09 Participate in walk through

**Compensation**

|  |                          |
|--|--------------------------|
| <b>Task I – Survey</b>                         | <b>\$81,872.00</b>       |
| <b>Task III – Preliminary Design</b>           | <b>\$86,700.00</b>       |
| <b>Task IV – Final Design</b>                  | <b>\$78,571.00</b>       |
| <b>Task V – Meetings &amp; Management</b>      | <b>\$11,384.00</b>       |
| <b>Task VI – Bidding</b>                       | <b>\$5,476.00</b>        |
| <b>Task VII – Construction Period Services</b> | <b>\$8,120.00</b>        |
| <b>Expenses</b>                                | <b><u>\$2,074.00</u></b> |
| <b>TOTAL</b>                                   | <b>\$274,197.00</b>      |

***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 designed 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 managed with standard details. No plans are required.
11. Storm sewer will not be designed to APWA 5600 standards but will be replaced in kind with like sizes since there are no known drainage issues. RCP pipes will be used instead of CMP.
12. A structural condition assessment for all storm sewer pipe and structures within the project area will be performed by others and these condition assessments provided to Olsson. This includes all CCTV videos, inspection reports, and updated structural ratings.

### ***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
13. Public meeting.
14. Detour plan
15. KDOT coordination for traffic control

**MAN-HOUR ESTIMATE - 2025 Street Reconstruction Projects - Mission Kansas**

12/13/2023

| MAN-HOUR ESTIMATE - 2025 Street Reconstruction Projects - Mission Kansas |   |              |                         |             |                    |                |                |             |                      |                      |             |           |             |                    |
|--|---|--------------|-------------------------|-------------|--------------------|----------------|----------------|-------------|----------------------|----------------------|-------------|-----------|-------------|--------------------|
| Task No.   | Description of Work Items / Tasks   | Billing Rate | \$238                   | \$214       | \$126              | \$83           | \$131          | \$118       | \$105                | \$142                | \$92        | Total     | Total Fee   | Total              |
|  |   |              | Senior Technical Leader | Team Leader | Associate Engineer | Associate Tech | Senior Suveyor | Survey Tech | Survey Crew 1 Person | Survey Crew 2 Person | Admin Coord | Man-hours |             | Per Phase          |
| <b>1.0</b>   | <b>Survey</b>   |              |                         |             |                    |                |                |             |                      |                      |             |           |             |                    |
|  | Establish Control and benches   |              |                         | 8           |                    |                |                |             | 9                    | 9                    |             | 26        | \$3,935.00  |                    |
|  | Topographic Survey  |              |                         | 12          |                    |                |                |             | 182                  |                      |             | 194       | \$21,678.00 |                    |
|  | Exhibits & descriptions (3 tracts) 61st St  |              |                         | 3           |                    |                | 4              | 11          |                      |                      |             | 18        | \$2,464.00  |                    |
|  | Exhibits & descriptions (14 tracts) Reeds   |              |                         | 14          |                    |                | 17             | 48          |                      |                      |             | 79        | \$10,887.00 |                    |
|  | Exhibits & descriptions (14 tracts) 62nd St.  |              |                         | 14          |                    |                | 17             | 49          |                      |                      |             | 80        | \$11,005.00 |                    |
|  | Exhibits & descriptions (10 tracts) Beverly Dr.   |              |                         | 10          |                    |                | 13             | 35          |                      |                      |             | 58        | \$7,973.00  |                    |
|  | Base file creation  |              |                         | 20          |                    |                | 150            |             |                      |                      |             | 170       | \$23,930.00 |                    |
| <b>1.0</b>   | <b>SUBTOTAL</b>   |              | 0                       | 81          | 0                  | 0              | 201            | 143         | 191                  | 9                    | 0           | 625       |             | <b>\$81,872.00</b> |
| <b>3.0</b>   | <b>Preliminary Design (60%)</b>   |              |                         |             |                    |                |                |             |                      |                      |             |           |             |                    |
|  | <b>Data Collection</b>  |              |                         |             |                    |                |                |             |                      |                      |             |           |             |                    |
|  | Compile photos of the project area  |              |                         | 2           |                    |                |                |             |                      |                      |             | 2         | \$428.00    |                    |
|  | <b>Roadway Plan Development</b>   |              |                         |             |                    |                |                |             |                      |                      |             |           |             |                    |
|  | Title Sheet   |              |                         | 1           |                    |                |                | 2           |                      |                      |             | 3         | \$380.00    |                    |
|  | General Notes   |              |                         | 1           |                    |                |                | 2           |                      |                      |             | 3         | \$380.00    |                    |
|  | General layout  |              |                         | 1           |                    |                |                | 2           |                      |                      |             | 3         | \$380.00    |                    |
|  | Typical sections  |              |                         | 3           |                    |                |                | 20          |                      |                      |             | 23        | \$2,302.00  |                    |
|  | Alignment layouts, table & Survey Reference Sheet   |              |                         | 1           |                    |                |                | 4           |                      |                      |             | 5         | \$546.00    |                    |
|  | Demo and Removals sheet   |              |                         | 2           | 4                  |                |                | 16          |                      |                      |             | 22        | \$2,260.00  |                    |
|  | Road plan sheets  |              |                         | 3           | 10                 |                |                | 36          |                      |                      |             | 49        | \$4,890.00  |                    |
|  | Road profile sheets   |              |                         | 3           | 6                  |                |                | 16          |                      |                      |             | 25        | \$2,726.00  |                    |
|  | Side street plan/profiles (Assume 14 side streets)  |              |                         | 4           | 40                 |                |                | 40          |                      |                      |             | 84        | \$9,216.00  |                    |
|  | Intersection layouts (9)  |              |                         | 2           | 6                  |                |                | 8           |                      |                      |             | 16        | \$1,848.00  |                    |
|  | Driveway layouts and profile (assume 38)  |              |                         | 4           | 7                  |                |                | 34          |                      |                      |             | 45        | \$4,560.00  |                    |
|  | ADA ramps (6)   |              |                         | 1           |                    |                |                | 3           |                      |                      |             | 4         | \$463.00    |                    |
|  | Road Cross Sections (every 25 feet)   |              |                         | 2           | 4                  |                |                | 16          |                      |                      |             | 22        | \$2,260.00  |                    |
|  | <b>Roadway Design</b>   |              |                         |             |                    |                |                |             |                      |                      |             |           |             |                    |
|  | Horizontal geometry   |              |                         | 2           | 6                  |                |                | 10          |                      |                      |             | 18        | \$2,014.00  |                    |
|  | Vertical geometry   |              |                         | 4           | 24                 |                |                | 24          |                      |                      |             | 52        | \$5,872.00  |                    |
|  | Road template and surface model   |              |                         | 6           | 40                 |                |                | 50          |                      |                      |             | 96        | \$10,474.00 |                    |
|  | Storm Drainage pipe network layout.   |              |                         | 2           | 8                  |                |                | 8           |                      |                      |             | 18        | \$2,100.00  |                    |
|  | Pipe Profiles   |              |                         | 3           | 16                 |                |                | 16          |                      |                      |             | 35        | \$3,986.00  |                    |
|  | Submit Preliminary Plans to City  |              |                         | 1           | 2                  |                |                | 4           |                      |                      |             | 7         | \$798.00    |                    |
|  | Quantities & Cost estimate  |              |                         | 4           | 20                 |                |                | 30          |                      |                      |             | 54        | \$5,866.00  |                    |
|  | <b>Utility Coordination</b>   |              |                         |             |                    |                |                |             |                      |                      |             |           |             |                    |
|  | Send notification letters to all utilities  |              |                         | 2           |                    |                |                |             |                      |                      |             | 2         | \$428.00    |                    |
|  | Submit FC plans to utilities with utility lines in color                                    |              |                         | 2           |                    |                |                | 4           |                      |                      |             | 6         | \$760.00    |                    |
|  | Identify conflicts and develop relocation solutions   |              |                         | 2           | 6                  |                |                | 6           |                      |                      |             | 14        | \$1,682.00  |                    |
|  | Determine utilities that need pot holes   |              |                         | 6           | 2                  |                |                |             |                      |                      |             | 8         | \$1,536.00  |                    |
|  | Email and phone correspondence with utilities   |              |                         | 24          |                    |                |                |             |                      |                      |             | 24        | \$5,136.00  |                    |
|  | Provide electronic base maps to all utilities for their use in developing relocation plans. |              |                         | 1           |                    |                |                | 2           |                      |                      |             | 3         | \$380.00    |                    |
|  | Create and maintain utility conflict form   |              |                         | 8           |                    |                |                | 1           |                      |                      |             | 9         | \$1,795.00  |                    |
|  | <b>Permits</b>  |              |                         |             |                    |                |                |             |                      |                      |             |           |             |                    |
|  | NOI (includes KDWPT and KSHS)   |              |                         | 2           | 10                 |                |                |             |                      |                      |             | 12        | \$1,688.00  |                    |
|  | SWPPP   |              |                         | 4           | 35                 |                |                |             |                      |                      |             | 39        | \$5,266.00  |                    |
|  | QAQC  |              |                         | 20          |                    |                |                |             |                      |                      |             | 20        | \$4,280.00  |                    |
| <b>3.0</b>   | <b>SUBTOTAL</b>   |              | 0                       | 123         | 246                | 354            | 0              | 0           | 0                    | 0                    | 0           | 723       |             | <b>\$86,700.00</b> |



**MAN-HOUR ESTIMATE - 2025 Street Reconstruction Projects - Mission Kansas**

12/13/2023

| MAN-HOUR ESTIMATE - 2025 Street Reconstruction Projects - Mission Kansas |  |                         |             |                    |                |                |             |                      |                      |             |           |            |             |
|--|--|-------------------------|-------------|--------------------|----------------|----------------|-------------|----------------------|----------------------|-------------|-----------|------------|-------------|
| Task   | Billing Rate   | \$238                   | \$214       | \$126              | \$83           | \$131          | \$118       | \$105                | \$142                | \$92        | Total     | Total Fee  | Total       |
| No.  | Description of Work Items / Tasks  | Senior Technical Leader | Team Leader | Associate Engineer | Associate Tech | Senior Suveyor | Survey Tech | Survey Crew 1 Person | Survey Crew 2 Person | Admin Coord | Man-hours |            | Per Phase   |
| <b>4.0</b>   | <b>Final Design (90%- Final)</b>   |                         |             |                    |                |                |             |                      |                      |             |           |            |             |
|  | Address field check comments   |                         | 5           | 20                 | 20             |                |             |                      |                      |             | 45        | \$5,250.00 |             |
|  | Final typical sections   |                         | 2           | 6                  | 6              |                |             |                      |                      |             | 14        | \$1,682.00 |             |
|  | Final survey reference sheet   |                         | 1           | 2                  | 3              |                |             |                      |                      |             | 6         | \$715.00   |             |
|  | Final Intersection details sheets (9)                                      |                         | 4           | 10                 | 20             |                |             |                      |                      |             | 34        | \$3,776.00 |             |
|  | Final Driveway layouts and profile (assume 38 )                            |                         | 2           | 6                  | 13             |                |             |                      |                      |             | 21        | \$2,263.00 |             |
|  | Final ADA ramp layouts and grading (Assume 6)                              |                         | 3           |                    | 18             |                |             |                      |                      |             | 21        | \$2,136.00 |             |
|  | Final Storm Drainage pipe network layout.                                  |                         | 2           | 10                 | 4              |                |             |                      |                      |             | 16        | \$2,020.00 |             |
|  | Final storm profiles   |                         | 4           | 10                 | 20             |                |             |                      |                      |             | 34        | \$3,776.00 |             |
|  | Final plan/profile sheets  |                         | 4           | 8                  | 40             |                |             |                      |                      |             | 52        | \$5,184.00 |             |
|  | Update Road template and surface model                                     |                         | 4           | 20                 | 30             |                |             |                      |                      |             | 54        | \$5,866.00 |             |
|  | Curb return profiles   |                         | 3           | 16                 | 16             |                |             |                      |                      |             | 35        | \$3,986.00 |             |
|  | Final Side street plan/profiles (Assume 14 side streets)                   |                         | 4           | 20                 | 20             |                |             |                      |                      |             | 44        | \$5,036.00 |             |
|  | Final Cross sections   |                         | 4           | 10                 | 40             |                |             |                      |                      |             | 54        | \$5,436.00 |             |
|  | Erosion Control Plans  |                         | 4           | 6                  | 20             |                |             |                      |                      |             | 30        | \$3,272.00 |             |
|  | Compile all standard details including project specific details            |                         | 2           | 2                  | 6              |                |             |                      |                      |             | 10        | \$1,178.00 |             |
|  | Final Traffic Control Details  |                         | 1           |                    | 2              |                |             |                      |                      |             | 3         | \$380.00   |             |
|  | Final Quantity tables and recap (Road items) with breakout tables          |                         | 9           | 18                 | 50             |                |             |                      |                      |             | 84        | \$9,043.00 |             |
|  | Prepare specification and bid book and special provisions                  |                         | 6           | 4                  | 2              |                |             |                      |                      | 2           | 14        | \$2,138.00 |             |
|  | Cost estimate (office check)   |                         | 4           | 2                  | 2              |                |             |                      |                      |             | 8         | \$1,274.00 |             |
|  | Submit Office Check Plans to City  |                         | 2           | 2                  | 4              |                |             |                      |                      |             | 8         | \$1,012.00 |             |
|  | Provide plan modifications based on 90% review comments received from City |                         | 4           | 12                 | 12             |                |             |                      |                      |             | 28        | \$3,364.00 |             |
|  | Submit 100% plans to City  |                         | 4           | 2                  | 6              |                |             |                      |                      |             | 12        | \$1,606.00 |             |
|  | QAQC   |                         | 20          |                    |                |                |             |                      |                      |             | 20        | \$4,280.00 |             |
|  | <b>Utility Coordination</b>  |                         |             |                    |                |                |             |                      |                      |             |           |            |             |
|  | Review each utility company's relocation plans                             |                         | 8           | 8                  | 2              |                |             |                      |                      |             | 18        | \$2,886.00 |             |
|  | Obtain digital plans of relocation layout from each utility                |                         | 2           | 2                  | 4              |                |             |                      |                      |             | 8         | \$1,012.00 |             |
| <b>4.0</b>   | <b>SUBTOTAL</b>  | 0                       | 108         | 196                | 360            | 0              | 0           | 0                    | 0                    | 2           | 673       |            | \$78,571.00 |
| <b>5.0</b>   | <b>Project Meetings &amp; Project Management</b>                           |                         |             |                    |                |                |             |                      |                      |             |           |            |             |
|  | <b>5.01 Meetings</b>   |                         |             |                    |                |                |             |                      |                      |             |           |            |             |
|  | Attend pre design meeting and walk thru                                    |                         | 2           |                    |                |                |             |                      |                      |             | 2         | \$428.00   |             |
|  | Coordination meetings with city by phone                                   |                         | 10          |                    |                |                |             |                      |                      |             | 10        | \$2,140.00 |             |
|  | Field Check meeting in the field   |                         | 6           | 4                  |                |                |             |                      |                      |             | 14        | \$2,320.00 |             |
|  | Utility meetings (2) including prep  |                         | 8           | 4                  |                |                |             |                      |                      |             | 12        | \$2,216.00 |             |
|  | <b>5.02 Project Management</b>   |                         |             |                    |                |                |             |                      |                      |             |           |            |             |
|  | Coordination with City   |                         | 12          |                    |                |                |             |                      |                      |             | 12        | \$2,568.00 |             |
|  | Monitor scope, schedule, and fee   |                         | 8           |                    |                |                |             |                      |                      |             | 8         | \$1,712.00 |             |
| <b>5.0</b>   | <b>SUBTOTAL</b>  | 0                       | 46          | 8                  | 0              | 0              | 0           | 0                    | 0                    | 0           | 58        |            | \$11,384.00 |
| <b>6.0</b>   | <b>Bidding Phase</b>   |                         |             |                    |                |                |             |                      |                      |             |           |            |             |
|  | <b>Bidding</b>   |                         |             |                    |                |                |             |                      |                      |             |           |            |             |
|  | Prepare written addenda to the bidding documents                           |                         | 6           |                    | 6              |                |             |                      |                      |             | 20        | \$2,314.00 |             |
|  | Attend and prepare for the pre bid meeting                                 |                         | 2           |                    |                |                |             |                      |                      |             | 2         | \$428.00   |             |
|  | Answer Contractor questions during the bid period.                         |                         | 8           |                    | 2              |                |             |                      |                      |             | 10        | \$1,878.00 |             |
|  | Assist the City in analyzing bids and making recommendations               |                         | 2           |                    |                |                |             |                      |                      |             | 2         | \$428.00   |             |
|  | Prepare a bid tabulation in printed and MS Excel Format.                   |                         | 2           |                    |                |                |             |                      |                      |             | 2         | \$428.00   |             |
| <b>6.0</b>   | <b>SUBTOTAL</b>  | 0                       | 20          | 0                  | 8              | 0              | 0           | 0                    | 0                    | 0           | 36        |            | \$5,476.00  |

| MAN-HOUR ESTIMATE - 2025 Street Reconstruction Projects - Mission Kansas |  |                         |             |                    |                |                |             |                      |                      |             |                 |                     | 12/13/2023        |
|--|--|-------------------------|-------------|--------------------|----------------|----------------|-------------|----------------------|----------------------|-------------|-----------------|---------------------|-------------------|
|  | Billing Rate                                   | \$238                   | \$214       | \$126              | \$83           | \$131          | \$118       | \$105                | \$142                | \$92        |                 |                     |                   |
| Task No.   | Description of Work Items / Tasks              | Senior Technical Leader | Team Leader | Associate Engineer | Associate Tech | Senior Suveyor | Survey Tech | Survey Crew 1 Person | Survey Crew 2 Person | Admin Coord | Total Man-hours | Total Fee           | Total Per Phase   |
| <b>7.0</b>   | <b>Construction period Services Phase</b>      |                         |             |                    |                |                |             |                      |                      |             |                 |                     |                   |
|  | Prepare for and attend preconstruction meeting |                         | 3           |                    |                |                |             |                      |                      |             | 3               | \$642.00            |                   |
|  | Shop Drawing & Material Submittal Review       |                         | 8           | 4                  |                |                |             |                      |                      |             | 12              | \$2,216.00          |                   |
|  | Answer contractor questions (RFI)              |                         | 4           |                    |                |                |             |                      |                      |             | 4               | \$856.00            |                   |
|  | Plan Revisions                                 |                         | 2           | 6                  | 6              |                |             |                      |                      |             | 14              | \$1,682.00          |                   |
|  | Field Visits to resolve issues                 |                         | 6           | 2                  |                |                |             |                      |                      |             | 8               | \$1,536.00          |                   |
|  | Compile as built plans                         |                         | 2           |                    | 4              |                |             |                      |                      |             | 6               | \$760.00            |                   |
|  | Participate in walk through                    |                         | 2           |                    |                |                |             |                      |                      |             | 2               | \$428.00            |                   |
| <b>7.0</b>   | <b>SUBTOTAL</b>                                | 0                       | 27          | 12                 | 10             |                | 0           | 0                    | 0                    | 0           | 49              |                     | <b>\$8,120.00</b> |
|  | <b>Total Man-hours</b>                         | 0                       | 405         | 462                | 732            | 201            | 143         | 191                  | 9                    | 2           | 2164            |                     |                   |
|  | <b>Total</b>                                   | \$0                     | \$86,670    | \$58,212           | \$60,756       | \$26,331       | \$16,874    | \$20,055             | \$1,278              | \$184       | \$272,123.00    | <b>\$272,123.00</b> |                   |

| SUMMARY                  |                     |
|--------------------------|---------------------|
| Total Labor              | \$272,123.00        |
| Total Expenses           | \$2,074.00          |
| <b>Total Project Fee</b> | <b>\$274,197.00</b> |

**EXHIBIT C**

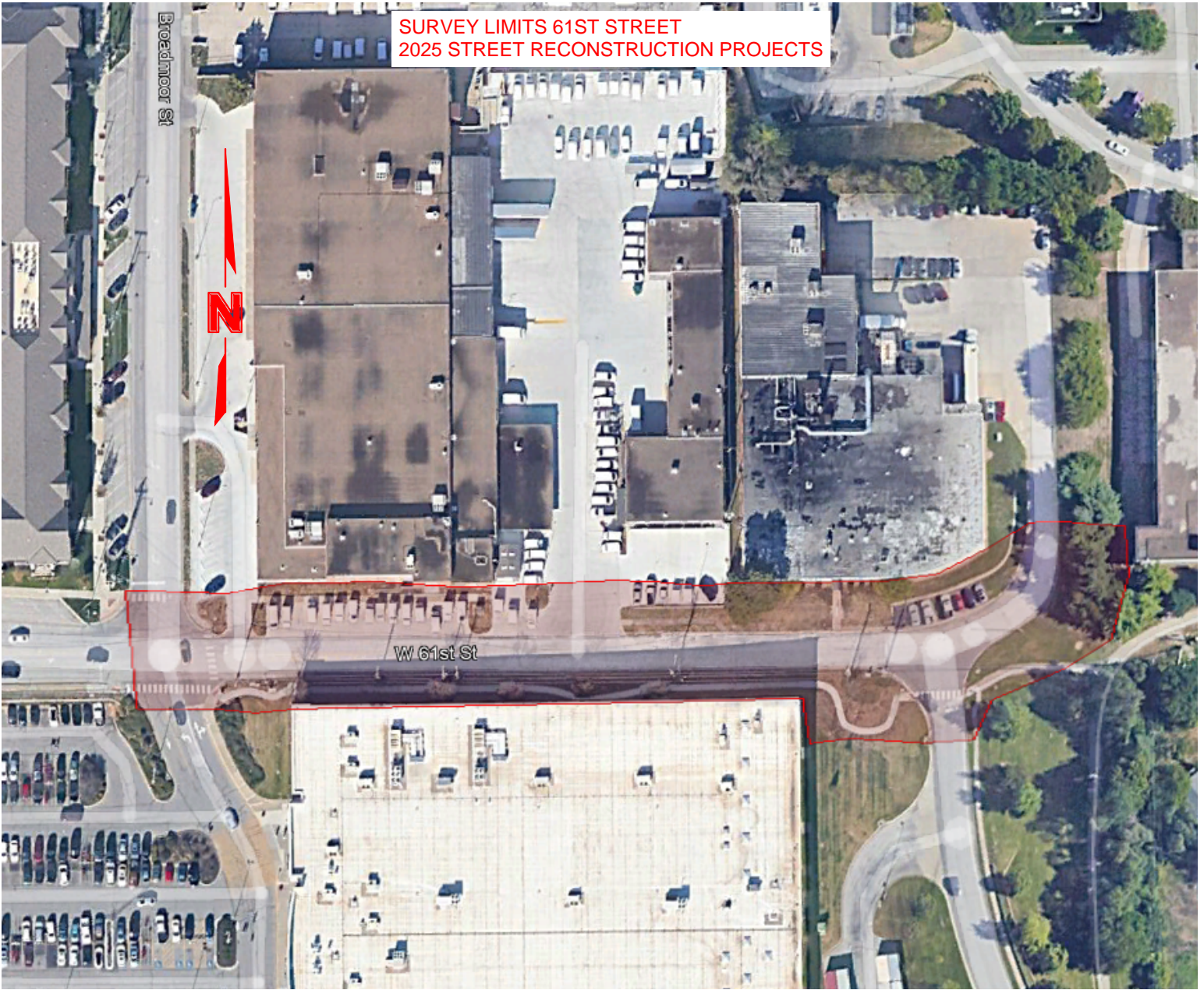
| TOTAL EXPENSES   |        | 2025 Street Reconstruction Projects |              |                   |
|------------------|--------|-------------------------------------|--------------|-------------------|
| Expenses         | Amount |                                     | \$ Ea.       | Cost              |
| Misc             | 1      | LS                                  | \$1,000.00   | \$1,000.00        |
| Mileage          | 300    |                                     | \$0.58       | \$174.00          |
| Mileage (Survey) | 1200   |                                     | \$0.75       | \$900.00          |
|                  |        |                                     |              |                   |
|                  |        |                                     |              |                   |
|                  |        |                                     | <b>Total</b> | <b>\$2,074.00</b> |

SURVEY LIMITS 61ST STREET  
2025 STREET RECONSTRUCTION PROJECTS

Broadmoor St

N

W 61st St





SURVEY LIMITS 62ND STREET  
2025 STREET RECONSTRUCTION PROJECTS

Lamar Ave

W 62nd St

W 62nd Terrace

W 63rd St

W 63rd St

W 62nd St

Glenwood St

gs Rd

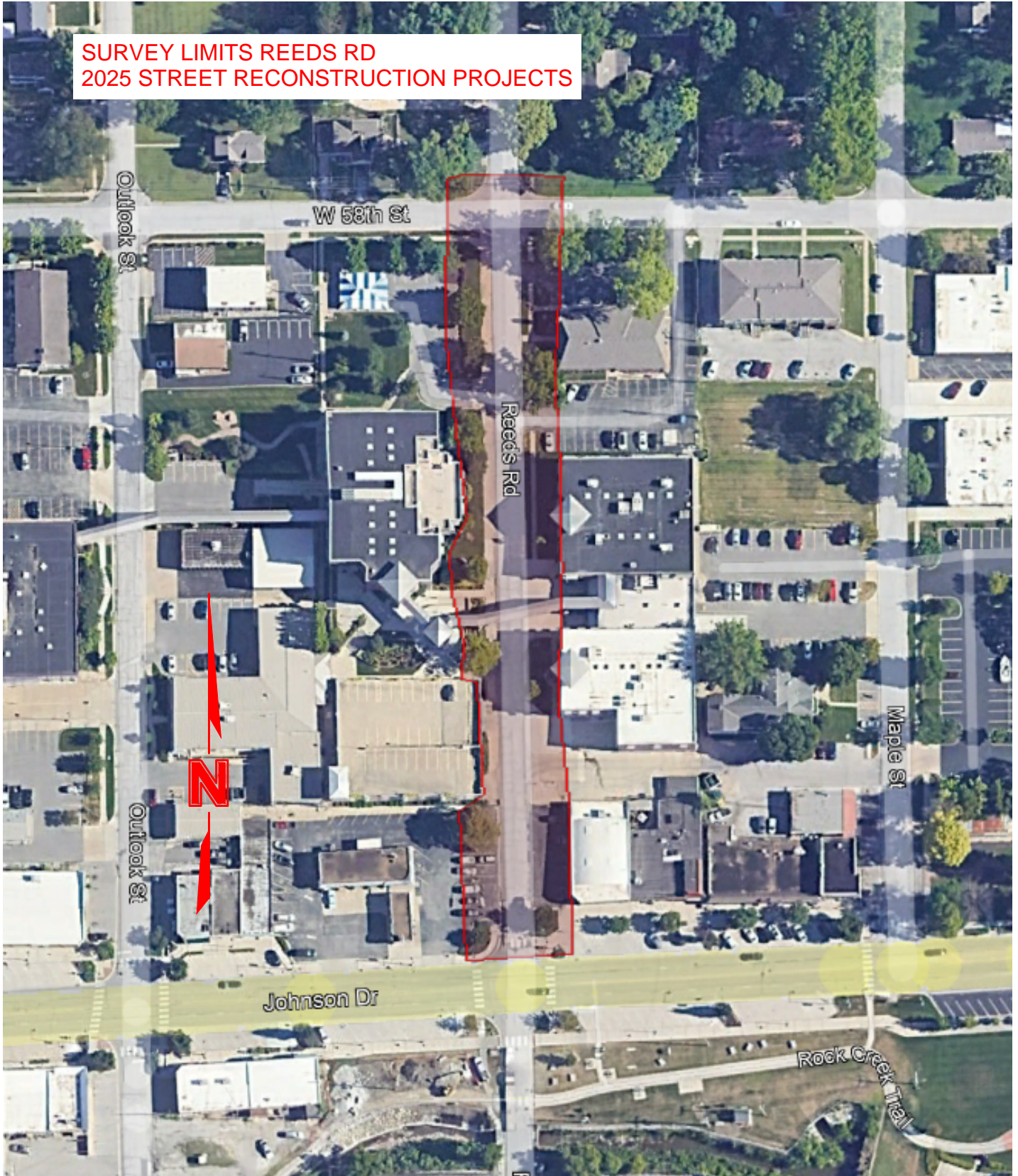
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SURVEY LIMITS BEVERLY DRIVE  
2025 STREET RECONSTRUCTION PROJECTS

SURVEY LIMITS REEDS RD  
2025 STREET RECONSTRUCTION PROJECTS



|                           |              |              |
|---------------------------|--------------|--------------|
| <b>City of Mission</b>    | Item Number: | 13a.         |
| <b>INFORMATIONAL ITEM</b> | Date:        | May 15, 2024 |
| <b>ADMINISTRATION</b>     | From:        | Laura Smith  |

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

**RE:** March 2024 Monthly Interim Financial Reports

**DETAILS:** The monthly interim financial reports are provided as a part of the Council’s legislative meeting packets and will be reviewed and considered under the City Administrator’s Report section of the agenda.

If appropriate, high-level information will be provided during the meeting, and Council or the public will have the opportunity to ask questions. Following review at the Council meeting, the reports will be posted on the website.

The Summary Reports for March are included in the packet. Links to the complete reports can be accessed through the following links: [March 2024](#)

**CFAA CONSIDERATIONS/IMPACTS: NA**

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





# MONTHLY FINANCIAL REPORT

MARCH 2024

**MISSION**  
*Kansas*



# Mission, Kansas

## Monthly Financial Report – Executive Summary

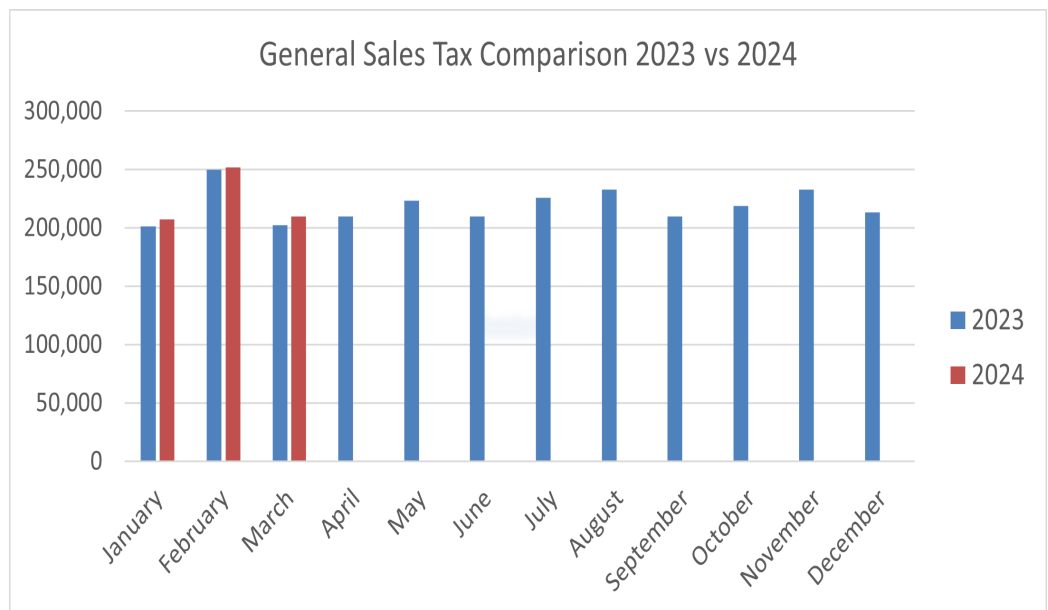
### March 2024

#### General Fund Revenue Summary by Category as of 3/31/24

|  | 2024<br>Adopted Budget | 2024<br>Est Budget | MTD<br>Collections | YTD<br>Collections | % of Est Budget<br>Collected |
|--|------------------------|--------------------|--------------------|--------------------|------------------------------|
| <b>Taxes</b>                             |                        |                    |                    |                    |                              |
| Property Tax - General                   | 2,552,192              | 2,552,192          | 95,920             | 2,090,988          | 82%                          |
| Property Tax - Streets                   | 1,400,000              | 1,400,000          | 0                  | 0                  | 0%                           |
| Delinquent Property Tax                  | 20,150                 | 20,150             | 5,468              | 13,571             | 67%                          |
| Motor Vehicle Tax                        | 279,638                | 279,638            | 26,273             | 71,426             | 26%                          |
| City Sales and Use Tax                   | 4,300,000              | 4,300,000          | 367,501            | 1,129,292          | 26%                          |
| County Sales and Use Tax                 | 1,100,000              | 1,100,000          | 92,405             | 290,588            | 26%                          |
| County Sales and Use Tax - Jail          | 274,000                | 274,000            | 22,900             | 71,899             | 26%                          |
| County Sales and Use Tax - Public Safety | 274,000                | 274,000            | 22,900             | 71,899             | 26%                          |
| County Sales and Use Tax - Court         | 274,000                | 274,000            | 22,900             | 71,898             | 26%                          |
| Franchise Tax                            | 1,161,500              | 1,161,500          | 47,559             | 218,705            | 19%                          |
| Alcohol Tax                              | 130,000                | 130,000            | 36,934             | 36,934             | 28%                          |
| Intergovernmental Revenue                | 20,000                 | 20,000             | 119,818            | 121,002            |                              |
|  |                        | 0                  |                    |                    |                              |
| Mission Square Pilot                     | 47,250                 | 47,250             | 0                  | 0                  | 0%                           |
| Licenses and Permits                     | 160,650                | 160,650            | 5,736              | 42,245             | 26%                          |
| Jo Co Plan Review/Inspection Fees        | 360,000                | 360,000            | 10,050             | 27,761             | 8%                           |
| Police Fines                             | 678,250                | 678,250            | 65,842             | 178,092            | 26%                          |
| Charges for Services                     | 118,300                | 118,300            | 2,804              | 15,622             | 13%                          |
| Interest                                 | 85,000                 | 85,000             | 13,467             | 38,495             | 45%                          |
| Miscellaneous and other                  | 26,000                 | 26,000             | 13,240             | 36,378             | 140%                         |
| Pool Revenues                            | 170,000                | 170,000            | 1,250              | 2,335              | 1%                           |
| Parks Special Event Revenues             | 200,000                | 200,000            | 1,280              | 73,245             | 37%                          |
| Community Center Revenues                | 1,026,350              | 1,026,350          | 114,107            | 364,499            | 36%                          |
|  |                        | 0                  |                    |                    |                              |
| Bond Proceeds                            | 0                      | 0                  | 0                  | 0                  | 0%                           |
| Transfers In (ARPA Funds)                | 0                      | 0                  | 0                  | 0                  | 0%                           |
| <b>Total Revenues</b>                    | <b>14,657,280</b>      | <b>14,657,280</b>  | <b>1,088,355</b>   | <b>4,966,873</b>   | <b>34%</b>                   |

#### General City Sales Tax :

|                                     |             |
|-------------------------------------|-------------|
| Total Estimated Budget:             | \$2,725,000 |
| Total City Sales Tax collected YTD: | \$668,202   |
| % of Estimated Budget collected:    | 24.5%       |
| % of Year Expended:                 | 25%         |
| % change yr over yr =               | <b>2.3%</b> |

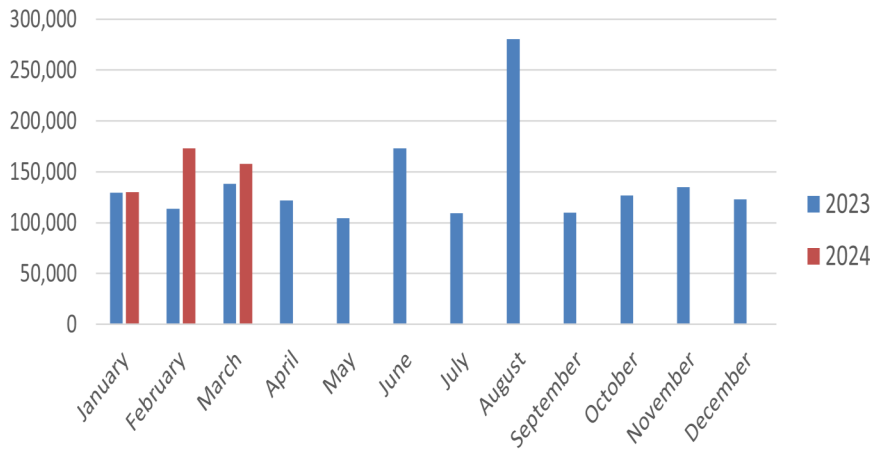


# Mission, Kansas

## Monthly Financial Report – Executive Summary

### March 2024

General Use Tax Comparison 2023 vs 2024



**Comments/Highlights:**

- City general sales tax revenues are performing in-line with historical averages while city use tax revenues are 21% higher than previous YTD. February saw abnormally high collections for use tax and is driving the year over year increase.
- County sales tax and use tax revenues are performing at historical averages for YTD.

Total Estimated Budget: \$1,575,000    Total City Use Tax collected YTD: \$461,090    % of Total Estimated Budget collected: 29.2%

% of Year Expended: 25%                      % change yr over yr = **21%**

| Period ending 3/31/2024 |                                 | Revenue Budget   |                 |                     | Expenditure Budget |                 |                   | Current Cash, MIP and Investments |               |
|-------------------------|---------------------------------|------------------|-----------------|---------------------|--------------------|-----------------|-------------------|-----------------------------------|---------------|
| Fund                    |                                 | Revenue Budget   | Revenue YTD     | Uncollected Revenue | Expenditure Budget | Expense YTD     | Unencumb. Balance | Balance                           |               |
| 01                      | General                         | \$ 14,657,280.00 | \$ 4,966,872.58 | \$ 9,690,407.42     | \$ 15,205,541.00   | \$ 3,433,355.93 | \$ 11,772,185.07  | \$ 5,299,580.57                   |               |
| 02                      | IRS 125 Plan                    | \$ -             | \$ 18,111.36    | \$ (18,111.36)      | \$ -               | \$ 25,815.69    | \$ (25,815.69)    | \$ 41,579.18                      |               |
| 03                      | Special Highway                 | \$ 270,500.00    | \$ 68,120.51    | \$ 202,379.49       | \$ 365,000.00      | \$ 7,507.11     | \$ 357,492.89     | \$ 110,481.15                     |               |
| 08                      | Court - Bonds                   | \$ -             | \$ 19,473.00    | \$ (19,473.00)      | \$ -               | \$ 33,773.00    | \$ (33,773.00)    | \$ 29,449.00                      |               |
| 09                      | Special Alcohol                 | \$ 130,000.00    | \$ 36,933.78    | \$ 93,066.22        | \$ 165,000.00      | \$ 85,920.94    | \$ 79,079.06      | \$ 174,576.57                     |               |
| 10                      | Special Park & Recreation       | \$ 135,100.00    | \$ 38,667.97    | \$ 96,432.03        | \$ 231,240.00      | \$ 10,654.17    | \$ 220,585.83     | \$ 248,021.97                     |               |
| 14                      | Court - ADSAP                   | \$ -             | \$ -            | \$ -                | \$ -               | \$ -            | \$ -              | \$ 10,396.21                      |               |
| 15                      | Court - Reinstatement           | \$ -             | \$ 7,827.21     | \$ (7,827.21)       | \$ -               | \$ 6,354.83     | \$ (6,354.83)     | \$ 2,276.47                       |               |
| 16                      | Special Law Enforcement         | \$ -             | \$ 10,093.80    | \$ (10,093.80)      | \$ -               | \$ -            | \$ -              | \$ 43,997.82                      |               |
| 17                      | Restricted                      | \$ -             | \$ 21,000.00    | \$ (21,000.00)      | \$ -               | \$ -            | \$ -              | \$ 77,728.18                      |               |
| 18                      | Jo Co School District Sales Tax | \$ -             | \$ 182.31       | \$ (182.31)         | \$ -               | \$ -            | \$ -              | \$ 19,186.57                      |               |
| 19                      | MBDC                            | \$ 70,500.00     | \$ 19,598.89    | \$ 50,901.11        | \$ 122,000.00      | \$ 10,595.66    | \$ 111,404.34     | \$ 36,358.53                      |               |
| 22                      | Storm Drain Utility             | \$ 2,751,535.00  | \$ 1,566,621.34 | \$ 1,194,913.66     | \$ 2,892,500.00    | \$ 340,310.23   | \$ 2,552,189.77   | \$ 2,759,029.59                   |               |
| 24                      | Equipment Reserve Fund          | \$ 200,500.00    | \$ 74,470.74    | \$ 126,029.26       | \$ 248,000.00      | \$ 127,095.00   | \$ 120,905.00     | \$ 15,064.36                      |               |
| 25                      | Capital Improvement Fund        | \$ 3,141,003.00  | \$ 896,777.60   | \$ 2,244,225.40     | \$ 3,695,000.00    | \$ 795,328.74   | \$ 2,899,671.26   | \$ 349,738.26                     |               |
| 26                      | Rock Creek Drainage Dist #1     | \$ 12,050.00     | \$ 32.00        | \$ 12,018.00        | \$ 12,000.00       | \$ -            | \$ 12,000.00      | \$ 5,209.01                       |               |
| 27                      | Rock Creek Drainage Dist #2     | \$ 66,300.00     | \$ 42,904.85    | \$ 23,395.15        | \$ 68,000.00       | \$ -            | \$ 68,000.00      | \$ 44,667.56                      |               |
| 30                      | Solid Waste Utility Fund        | \$ 611,000.00    | \$ 333,192.92   | \$ 277,807.08       | \$ 656,250.00      | \$ 165,123.65   | \$ 491,126.35     | \$ 237,667.21                     |               |
| 31                      | ARPA Fund                       | \$ -             | \$ -            | \$ -                | \$ -               | \$ -            | \$ -              | \$ -                              |               |
| 32                      | Opioid Fund                     | \$ -             | \$ 3,276.34     | \$ (3,276.34)       | \$ -               | \$ 2,600.10     | \$ (2,600.10)     | \$ 30,659.79                      |               |
| 33                      | Family Adoption Fund            | \$ 25,000.00     | \$ -            | \$ 25,000.00        | \$ 20,000.00       | \$ 6,380.41     | \$ 13,619.59      | \$ (31,459.54)                    |               |
| 35                      | Transportation Fund             | \$ -             | \$ 160.47       | \$ (160.47)         | \$ -               | \$ -            | \$ -              | \$ 14,301.07                      |               |
| 40                      | Street Sales Tax                | \$ 1,198,500.00  | \$ 319,958.31   | \$ 878,541.69       | \$ 1,205,425.00    | \$ 328,275.00   | \$ 877,150.00     | \$ 795,632.26                     |               |
| 45                      | Parks & Rec Sales Tax           | \$ 1,848,500.00  | \$ 326,098.64   | \$ 1,522,401.36     | \$ 3,932,976.00    | \$ 1,142,867.30 | \$ 2,790,108.70   | \$ 2,438,296.30                   |               |
| 50                      | Mission Trails TIF              | \$ 390,000.00    | \$ 289,605.79   | \$ 100,394.21       | \$ 375,000.00      | \$ 289,605.79   | \$ 85,394.21      | \$ -                              |               |
| 55                      | Silvercrest at Broadmoor        | \$ -             | \$ 5,749.38     | \$ (5,749.38)       | \$ -               | \$ -            | \$ -              | \$ 24,668.97                      |               |
| 60                      | Mission Crossing TIF Fund       | \$ 495,000.00    | \$ 267,840.76   | \$ 227,159.24       | \$ 450,000.00      | \$ 315,613.69   | \$ 134,386.31     | \$ 472.59                         |               |
| 64                      | Rock Creek TIF Dist #2          | \$ -             | \$ 48,222.78    | \$ (48,222.78)      | \$ -               | \$ -            | \$ -              | \$ 98,989.13                      |               |
| 65                      | Cornerstone Commons Fund        | \$ 72,000.00     | \$ 18,382.50    | \$ 53,617.50        | \$ 70,500.00       | \$ 17,926.13    | \$ 52,573.87      | \$ 31,078.64                      |               |
| 66                      | Capitol Federal TIF Fund        | \$ 23,500.00     | \$ 10,618.85    | \$ 12,881.15        | \$ 20,000.00       | \$ -            | \$ 20,000.00      | \$ 69,384.56                      |               |
| 67                      | Mission Bowl TIF Fund           | \$ -             | \$ 32,766.76    | \$ (32,766.76)      | \$ -               | \$ -            | \$ -              | \$ 97,218.60                      |               |
| 68                      | Rock Creek TIF Fund #3          | \$ -             | \$ 40,548.97    | \$ (40,548.97)      | \$ -               | \$ -            | \$ -              | \$ 193,590.69                     |               |
| 69                      | Rock Creek TIF Fund #4          | \$ -             | \$ 13,144.26    | \$ (13,144.26)      | \$ -               | \$ -            | \$ -              | \$ 116,973.18                     |               |
| 70                      | Mission Farm and Flower Market  | \$ -             | \$ 7,160.00     | \$ (7,160.00)       | \$ -               | \$ 64.11        | \$ (64.11)        | \$ 22,202.45                      |               |
|                         |                                 | \$ 26,098,268.00 | \$ 9,494,414.67 | \$ 16,603,853.33    | \$ 29,734,432.00   | \$ 7,145,167.48 | \$ 22,589,264.52  | \$ 13,407,016.90                  |               |
|                         |                                 |                  |                 |                     |                    |                 |                   | MIP Statement                     | 13,220,028.62 |
|                         |                                 |                  |                 |                     |                    |                 |                   | Treasury Bills                    | -             |
|                         |                                 |                  |                 |                     |                    |                 |                   | Cash balances                     | 186,988.28    |
|                         |                                 |                  |                 |                     |                    |                 |                   | Total                             | 13,407,016.90 |
|                         |                                 |                  |                 |                     |                    |                 |                   | Difference                        | -             |

**Mission, Kansas**  
**Monthly Financial Report – Executive Summary**  
**March 2024**

**General Fund Expenditures by Department as of 3/31/24:**

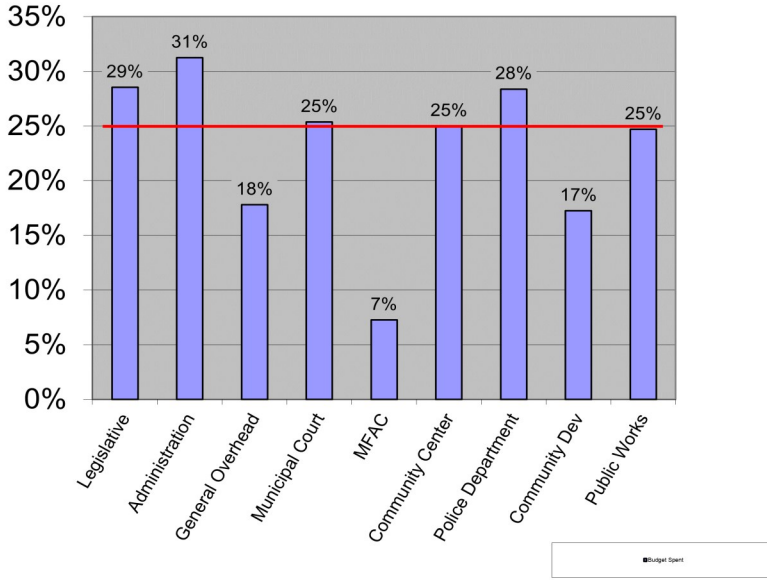
| DEPARTMENT                                  | 2024<br>Budget    | 2024<br>Estimated | Monthly<br>Expenditure | YTD<br>Expenditure | Amount<br>Remaining | Expenditure<br>Rate |
|---|-------------------|-------------------|------------------------|--------------------|---------------------|---------------------|
| <b>Legislative</b>                          |                   |                   |                        |                    |                     |                     |
| Personnel Services                          | 59,875            | 59,875            | 5,196                  | 14,658             | 45,217              | 24%                 |
| Contractual Services                        | 142,370           | 142,370           | 8,718                  | 42,629             | 99,741              | 30%                 |
| Commodities                                 | 1,250             | 1,250             | 490                    | 762                | 488                 | 61%                 |
| Capital Outlay                              | -                 | -                 | -                      | -                  | -                   | 0%                  |
| <b>Total</b>                                | <b>203,495</b>    | <b>203,495</b>    | <b>14,404</b>          | <b>58,048</b>      | <b>145,447</b>      | <b>29%</b>          |
| <b>Administration</b>                       |                   |                   |                        |                    |                     |                     |
| Personnel Services                          | 886,075           | 886,075           | 95,963                 | 282,484            | 603,591             | 32%                 |
| Contractual Services                        | 32,850            | 32,850            | 1,298                  | 3,983              | 28,868              | 12%                 |
| Commodities                                 | 4,050             | 4,050             | 536                    | 1,917              | 2,133               | 47%                 |
| Capital Outlay                              | -                 | -                 | -                      | -                  | -                   | 0%                  |
| Debt Service                                | -                 | -                 | -                      | -                  | -                   | 0%                  |
| <b>Total</b>                                | <b>922,975</b>    | <b>922,975</b>    | <b>97,797</b>          | <b>288,384</b>     | <b>634,591</b>      | <b>31%</b>          |
| <b>General Overhead</b>                     |                   |                   |                        |                    |                     |                     |
| Personnel Services                          | -                 | -                 | -                      | -                  | -                   | 0%                  |
| Contractual Services                        | 391,500           | 391,500           | 41,813                 | 91,365             | 300,135.41          | 23%                 |
| Commodities                                 | 42,750            | 42,750            | 18,093                 | 21,053             | 21,696.71           | 49%                 |
| Capital Outlay                              | 80,000            | 80,000            | -                      | 23,955             | 56,045.11           | 30%                 |
| Debt Service                                | 252,450           | 252,450           | -                      | -                  | 252,450.00          | 0%                  |
| <b>Total</b>                                | <b>766,700</b>    | <b>766,700</b>    | <b>59,906</b>          | <b>136,373</b>     | <b>630,327</b>      | <b>18%</b>          |
| <b>Municipal Court</b>                      |                   |                   |                        |                    |                     |                     |
| Personnel Services                          | 304,200           | 304,200           | 37,229                 | 81,077             | 223,123             | 27%                 |
| Contractual Services                        | 32,900            | 32,900            | 263                    | 2,573              | 30,327              | 8%                  |
| Commodities                                 | 6,750             | 6,750             | 927                    | 3,535              | 3,215               | 52%                 |
| Capital Outlay                              | -                 | -                 | -                      | -                  | -                   | 0%                  |
| <b>Total</b>                                | <b>343,850</b>    | <b>343,850</b>    | <b>38,419</b>          | <b>87,186</b>      | <b>256,664</b>      | <b>25%</b>          |
| <b>Parks and Recreation</b>                 |                   |                   |                        |                    |                     |                     |
| <b>Mission Family Aquatic Center (MFAC)</b> |                   |                   |                        |                    |                     |                     |
| Personnel Services                          | 185,100           | 185,100           | 4,407                  | 12,717             | 172,383             | 7%                  |
| Contractual Services                        | 98,225            | 98,225            | 6,775                  | 10,096             | 88,129              | 10%                 |
| Commodities                                 | 70,650            | 70,650            | 1,076                  | 2,848              | 67,802              | 4%                  |
| Capital Outlay                              | -                 | -                 | -                      | -                  | -                   | 0%                  |
| <b>Total</b>                                | <b>353,975</b>    | <b>353,975</b>    | <b>12,258</b>          | <b>25,660</b>      | <b>328,315</b>      | <b>7%</b>           |
| <b>Community Center</b>                     |                   |                   |                        |                    |                     |                     |
| Personnel Services                          | 1,718,000         | 1,718,000         | 190,178                | 451,120            | 1,266,880           | 26%                 |
| Contractual Services                        | 835,800           | 835,800           | 65,274                 | 183,948            | 651,852             | 22%                 |
| Commodities                                 | 114,500           | 114,500           | 13,052                 | 31,636             | 82,864              | 28%                 |
| Capital Outlay                              | -                 | -                 | -                      | -                  | -                   | 0%                  |
| <b>Total</b>                                | <b>2,668,300</b>  | <b>2,668,300</b>  | <b>268,504</b>         | <b>666,704</b>     | <b>2,001,596</b>    | <b>25%</b>          |
| <b>Police Department</b>                    |                   |                   |                        |                    |                     |                     |
| Personnel Services                          | 3,847,500         | 3,847,500         | 425,231                | 1,026,927          | 2,820,573           | 27%                 |
| Contractual Services                        | 430,376           | 430,376           | 36,664                 | 112,796            | 317,580             | 26%                 |
| Commodities                                 | 167,750           | 167,750           | 16,944                 | 35,490             | 132,260             | 21%                 |
| Capital Outlay                              | 30,000            | 30,000            | 29,214                 | 46,860             | (16,860)            | 156%                |
| Debt Service/Lease                          | 137,500           | 137,500           | -                      | 86,778             | 50,722              | 63%                 |
| <b>Total</b>                                | <b>4,613,126</b>  | <b>4,613,126</b>  | <b>508,052</b>         | <b>1,308,852</b>   | <b>3,304,274</b>    | <b>28%</b>          |
| <b>Community Development</b>                |                   |                   |                        |                    |                     |                     |
| Personnel Services                          | 781,750           | 781,750           | 89,088                 | 153,219            | 628,531             | 20%                 |
| Contractual Services                        | 541,870           | 541,870           | 17,487                 | 72,908             | 468,962             | 13%                 |
| Commodities                                 | 5,000             | 5,000             | 799                    | 1,554              | 3,446               | 31%                 |
| Capital Outlay                              | -                 | -                 | 1,400                  | 1,400              | (1,400)             | 0%                  |
| <b>Total</b>                                | <b>1,328,620</b>  | <b>1,328,620</b>  | <b>108,775</b>         | <b>229,081</b>     | <b>1,099,539</b>    | <b>17%</b>          |
| <b>Public Works</b>                         |                   |                   |                        |                    |                     |                     |
| Personnel Services                          | 1,163,000         | 1,163,000         | 118,053                | 285,377            | 877,623             | 25%                 |
| Contractual Services                        | 1,103,300         | 1,103,300         | 116,527                | 274,758            | 828,542             | 25%                 |
| Commodities                                 | 298,200           | 298,200           | 38,282                 | 72,933             | 225,267             | 24%                 |
| Capital Outlay                              | -                 | -                 | -                      | -                  | -                   | 0%                  |
| <b>Total</b>                                | <b>2,564,500</b>  | <b>2,564,500</b>  | <b>272,862</b>         | <b>633,068</b>     | <b>1,931,432</b>    | <b>25%</b>          |
| <b>Other General Fund</b>                   |                   |                   |                        |                    |                     |                     |
|   | 1,440,000         | 1,440,000         | -                      | -                  | 1,440,000           | 0%                  |
| <b>General Fund Total</b>                   | <b>15,205,541</b> | <b>15,205,541</b> | <b>1,380,977</b>       | <b>3,433,356</b>   | <b>11,772,185</b>   | <b>23%</b>          |

# Mission, Kansas

## Monthly Financial Report – Executive Summary

### March 2024

**Departmental Summary**  
% Annual Budget Spent To Date



**Additional highlights/comments:**

- The City’s cash balance position will fluctuate month-to-month based on when certain expenditures are accounted for such as payments made for large capital projects. The City’s cash balance position is strong with an ending cash balance across all funds of \$13.4 million as of March 31, 2024. Major expenditures in March included payments for 2023 Street Preservation Program, Water Works Park improvements, and purchase of a new dump truck for Public Works.
- Street Sales Tax collections YTD in 2024 total \$300,257 and Parks + Recreation Sales Tax collections are \$300,257 which represents a combined increase of 1.9% over 2023 collections YTD.

In an effort to address questions surrounding revenues and expenses for the Powell Community Center (PCC), including cost recovery rates, historical and YTD revenue and expense information is included in the monthly interim financial report. The table below illustrates actual revenues and expenses from 2019 through 2023 showing the difference in total dollars (subsidy for operations). YTD information for 2024 is also included. The cost recovery or self-sufficiency rate for each year is also shown in the table. A feasibility study for the PCC analyzing the center’s long-term feasibility and highest and best use was completed in 2023. The study recommended a targeted cost recovery rate of 70% to be achieved over several years.

|                             | 2019         | 2020           | 2021           | 2022           | 2023*          | 2024 Budget    | 2024 YTD     |
|-----------------------------|--------------|----------------|----------------|----------------|----------------|----------------|--------------|
| Revenues                    | \$ 1,698,878 | \$ 710,775     | \$ 706,254     | \$ 1,307,603   | \$ 1,541,968   | \$ 1,273,100   | \$ 437,744   |
| Expenses                    | \$ 2,425,932 | \$ 2,062,448   | \$ 2,267,738   | \$ 2,397,870   | \$ 2,578,539   | \$ 2,667,500   | \$ 666,704   |
| Difference (\$)             | \$ (727,054) | \$ (1,351,673) | \$ (1,561,484) | \$ (1,090,267) | \$ (1,036,572) | \$ (1,394,400) | \$ (228,961) |
| Cost Recovery %             | 70%          | 34%            | 31%            | 55%            | 60%            | 48%            | 66%          |
| *2023 Actuals are unaudited |              |                |                |                |                |                |              |

The reports that follow provide line item detail level summaries of revenues and expenditures for all funds, and are generated through the City’s financial management software, Governmentor. In addition to information on the current budget/fiscal year, the reports will contain information on the prior year actuals.

In addition to these summary reports, a summary claims report detailing expenditures for the month by fund is provided along with a report that details all payments made in the current month by vendor (listed alphabetically).