

COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, JUNE 5, 2024 at 6:30 p.m. MISSION 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 (<u>https://zoom.us/join</u>). Information will be posted, prior to the meeting, on how to join at <u>https://www.missionks.org/calendar.aspx</u>. Please contact the Administrative Offices, 913-676-8350, with any questions or concerns.

PUBLIC COMMENTS

PLANNING COMMISSION ACTION ITEMS

(items will be included on the next legislative agenda for Council action)

 Preliminary Development Plan for Mission Beverly Multi-Family Housing Development – 6000, 6005, 6025, 6040 and 6045 Martway; 5935 and 5945 Beverly; and 5960 Dearborn (PC Case 24-07) (page 4) <u>4-29-24 Planning Commission Minutes</u> <u>Staff Report and Packet Documents</u>

Preliminary development plan (PDP) for the construction of a two-building, multi-family housing development located on either side of Martway between Dearborn and Beverly. Building "A" will be a four-story, apartment building with 204 units, 1,500 sq ft of retail, and an integrated parking structure located on the north side of Martway. Building "B" will be a three-story, apartment building with 57 units and surface parking located on the south side of Martway. The PDP was considered by the Planning Commission at their regular meeting on April 29, 2024 and recommended to the City Council for approval (7-0).

 Special Use Permit for Greentec Auto – 6800 W. 61st Street (PC Case 24-09) (page 10)
 4-29-24 Planning Commission Minutes

Special Use Permit (SUP) for Greentec Auto to operate a hybrid electric vehicle battery reprocess operation. Special use permit will be for an initial three-year period. The SUP was considered by the Planning Commission at their regular meeting on April 29, 2024 and recommended to the City Council for approval (7-0).

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

- 3. Gun Violence Awareness Proclamation
- 4. PRIDE Month Proclamation

ACTION ITEMS

 Acceptance of the May 1, 2024 Community Development Committee Minutes – Robyn Fulks (page 31)

Draft minutes of the May 1, 2024 Community Development Committee meeting are included for review and acceptance.

 Stormwater Master Plan Planning Assistance Cost Share Program – Stephanie Boyce (page 40)

Staff has identified a critical need for a Stormwater Master Plan to address all aspects of stormwater management in Mission. This comprehensive approach will quantify the work needed to maintain the existing system, address legacy deficiencies through capital investments, and develop a system to prioritize these efforts. The City will contract with the USACE through the Planning Assistance to States (PAS) study program which offers a 50/50 cost share. The Master Plan is estimated at \$355,000, with the net cost to Mission totaling \$177,500 funded by the Stormwater Utility Fund.

 Cooperative Agreement with Bike Share KC for maintenance and operation of Ebikes – Stephanie Boyce (page 56)

This is a joint application and grant award with Roeland Park where Mission is the lead agency and project sponsor. A portion of the grant award includes the costs of operation and maintenance over a five-year period. These costs will be paid quarterly to Bike Share KC through a cooperative agreement. As the lead agency and project sponsor, Mission will pay all costs up front and enter into an interlocal agreement with Roeland Park for reimbursement. The grant will supplement operations costs of just under \$208,000 for Mission over the five years.

Traffic Signal Buyout at Roe Avenue and Johnson Drive – Brent Morton (page 58)

The existing traffic signal at the Johnson Dr. and Roe Ave. intersection is owned and maintained by Evergy and the City pays a monthly fee for traffic signal operation. The City has determined that it makes sense financially to buy out the unexpired life of signals from Evergy and install City-owned signal on major roadway construction projects. This practice benefits the City financially in the long term and provides the ability to control or modify the signal as needed in the future. Since Roe Ave. is the City's 2024 CARS project, the County funding can be applied to a portion of the construction costs which helps offset the initial cost of installation.

 Powell Community Center (PCC) South Bathrooms Remodel – Penn Almoney (page 60)

The two south bathrooms in the PCC are original to the facility construction 1999. Counters, stall dividers, flooring and wall tile need to be replaced with materials that can withstand daily impacts and maintenance needs. Staff solicited quotes from eight contractors and received four bids. Staff recommends approval of a contract with MAC General Contracting in an amount not to exceed \$62,000. This project was approved in the 2024 Parks + Recreation CIP and will be paid from Parks + Recreation Sales Tax funds.

10. PCC Indoor Track Replacement – Penn Almoney (page 69)

The 2024 Parks & Recreation CIP included plans to resurface the indoor track which was installed in 1999 and 2004. The project scope involves surface removal, surface leveling where needed and rubber surface installation. Staff is recommending approval of a contract with Regents Flooring for an amount not to exceed \$134,135. Funds will be provided from the Parks + Recreation Sales Tax Fund.

11. Rock Creek Trail Fence Painting– Penn Almoney (page 74)

The fence along the Rock Creek Trail is damaged and needs repairs and repainting. repaired. Staff solicited bids for the fence project and the proposal from CertaPro Painters has been determined to be the lowest and most responsive bid. Staff recommends approval of a contract with CertaPro Painters for \$23,145.56 to be paid from Parks + Recreation Sales Tax funds.

12. Request For a Waiver to Park a Recreational Vehicle on Residential Property Located at 6681 Woodson Drive – Brian Scott (page 81)

The owners of the property located 6681 Woodson Drive have owned a Sprinter camper van for several years. The van is approximately 23 feet long and 10,000 lb gross vehicle weight. This situation recently came to the attention of Staff when a resident noted that this a violation of City code. The owners, Mark and Connie Wehmeyer are requesting a one-year waiver from Section 320.020 of the Mission Municipal Code to allow time to plan for what to do with the vehicle.

DISCUSSION ITEMS

OTHER

1. Department Updates - Laura Smith

Mary Ryherd, Chairperson Josepha Haden Chomphosy , Vice-Chairperson *Mission City Hall, 6090 Woodson St 913.676.8350*

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Administration	From:	Brian Scott

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

RE: Preliminary Development Plan for Mission Beverly Multi-Family Housing Development 6000, 6005, 6025, 6040, and 6045 Martway; 5935 and 5945 Beverly; and 5960 Dearborn (PC Case #4-07)

RECOMMENDATION: Approve the preliminary development plan with stipulations for the construction of a multi-family housing development along Martway Street between Beverly and Dearborn.

DETAILS: The City has been in discussion with Milhaus Development, LLC for over a year regarding the potential development of a 261-unit, multi-family housing development on eight existing parcels along both the north and south side of Martway Street between Dearborn and Beverly.

On the north side of Martway, Milhaus is proposing to construct a four-story, 204-unit building (Building "A") with 1,500 square feet of retail space on the ground floor at the northeast corner of Martway and Beverly that includes a 265-space parking structure integrated into the building. Building A will cover five existing lots including the office building at 5960 Dearborn, the two-story office building at 6000 Martway, the Security Bank motor-bank at 6040 Martay, the parking lot at 5935 Beverly and Beverly Park.

On the south side of Martway, Milhaus is proposing a three-story, 57-unit building with 83 surface parking spaces. The building site will include the three lots at 6005, 6025 and 6045 Martway where three vacant office buildings were recently demolished.

All of the properties are currently zoned Main Street 2 ("MS-2"). The MS-2 zoning currently permits residential in conjunction with an office or commercial development. MS-2 also stipulates a maximum height of three (3) stories and/or 45 feet and a density no greater than 35 units per acre. Building "A" on the north side of Martway is proposed to be four (4) stories with a density of 80 units per acre. Building "B" on the south side of Martway is proposed to be three (3) stories with a density of 35 units per acre. The newly adopted Tomorrow Together Comp Plan identifies these properties as mixed-use medium density with 12 to 45 units per acre. The developer is requesting a deviation from the permitted height and density as well as residential requirements of the MS-2 zoning for Building "A" on the north side of Martway.

The proposed preliminary development also includes nine (9) on street parking spaces along the north side of Martway between Dearborn and Beverly and re-alignment of the

Related Statute/City Ordinance:	Chapter 400 – Mission Land Use – of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Administration	From:	Brian Scott

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

existing Rock Creek Trail from the south side of Martway to the north side in front of Building "A". This will provide for a wider pathway, more interaction with the retail component of the building and better crossing access at Martway and Dearborn with a flashing pedestrian beacon.

Other amenities will include sidewalks around the building with ground floor units having direct access to the sidewalks, a courtyard and pool in the center of the building for resident use, as well as a fitness center on the ground floor for resident use.

Both buildings will have similar design with balconies on the upper floor units, articulation of the façade with varying setbacks, with fiber cement board, concrete and brick veneer finishes in varying earth tone colors including beige, green and terra cotta.

The developer hosted a neighborhood meeting in March of 2023 at the Powell Community Center that was well attended. Most of the comments received at that time were favorable with residents to the south of the site along 61st Street pleased that Building "B" on the south side of Martway was shorter, smaller, and up close to the street.

The Planning Commission held a public hearing at their regular meeting on April 29th in which public testimony was taken. Two individuals spoke, one was a property owner to the north along Johnson Drive who expressed a concern about overflow parking from the development. The other was a representative of the Mission Project who asked that consideration be given to their residents who often walk along the streets that comprise this development area. Planning Commission minutes are included with this packet.

After taking public testimony and closing the public hearing, the Planning Commission voted 7-0 to recommend approval of the preliminary development plan for Mission Beverly (PC Case #24-07) to the City Council.

CFAA CONSIDERATIONS/IMPACTS: The Mission Beverly Development will provide much needed housing for adults of all ages in the Mission Community. Its proximity to Johnson Drive and other shopping centers along Martway, as well as the Powell Community Center, will make this project an attractive residential place for adults of all ages and will be key in supporting the economic vibrancy of downtown Mission.

Related Statute/City Ordinance:	Chapter 400 – Mission Land Use – of the Mission Municipal Code	
Line Item Code/Description:	NA	
Available Budget:	NA	

CITY OF MISSION, KANSAS

ORDINANCE NO.

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN WITH CERTAIN DEVIATIONS AND STIPULATIONS FOR THE CONSTRUCTION OF A MULTI-FAMILY HOUSING DEVELOPMENT ALONG MARTWAY BETWEEN DEARBORN AND BEVERLY – MILHAUS DEVELOPMENT, LLC, APPLICANT (PLANNING COMMISSION CASE # 24-07)

WHEREAS, the subject development site consists of eight (8) separate parcels located along Martway Street between Dearborn and Beverly in the City of Mission, Johnson County, Kansas; and

WHEREAS, the subject parcels are all zoned Main Street 2 ("MS-2") with certain stipulations on building type, height, setbacks, architecture, landscaping, and street layout; and

WHEREAS, Milhuas Development, LLC (the applicant), presented an application to the Community Development Department of the City of Mission for a preliminary development plan for the construction of a two-building, multi-family housing development with a total of 261 units on the subject parcels on February 22, 2024; and

WHEREAS, the application was presented to the Mission Planning Commission on April 29, 2024 as Planning Commission Case #24-07, at which time a public hearing was held by the Commission so that all interested parties may present their comments concerning the application; and

WHEREAS, notice of said public hearing was published in The Legal Record on April 9, 2024, and sent, certified mail, to property owners and occupants within 300 feet of the subject property; and

WHEREAS, at the conclusion of the public hearing for PC Case #24-07, the Planning Commission, after due consideration, voted 7-0 to recommend approval of the application to the Mission City Council with certain deviations and stipulations;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, KANSAS:

Section 1. Approval of Preliminary Development Plan Granted – Pursuant to Section 440.175 of the Mission Municipal Code, the Preliminary Development Plan (Planning Commission Case #24-07) on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, Kansas 66202 is hereby approved for the subject parcels as described below, and in accordance with Section 410.320 et. seq. of the Mission Municipal Code, subject to the stipulations set forth in Section 2, and subject to all other laws and regulations:

6000 Martway Street (Property Tax ID: KF251208-4017)

Abbreviated Legal Description: 8-12-25 BG 967.19' E & 776.33'S NW COR NW1/4 SE1/4 N 92.84' W 140' S 30' W 20' S 90' NELY 162.25' TO BG .377 AC M/L MIC 247 7

6005 Martway Street (Property Tax ID: KP20600000 0003)

Abbreviated Legal Description: MARTWAY OFFICE BUILDINGS LT 3

6025 Martway Street (Property Tax ID: KP20600000 0002)

Abbreviated Legal Description: MARTWAY OFFICE BUILDINGS LT 2

6040 Martway Street (Property Tax ID: KF251208-4016)

Abbreviated Legal Description: 8-12-25 BEG AT A POINT 824.33' S & 686.97' E OF NW COR NW 1/4 SE 1/4 ELY 121.72' N 90' W 120' S 110.37' TO BEG .276 ACS M/L MIC-0247 0006

6045 Martway Street (Property Tax ID: KP20600000 0001)

Abbreviated Legal Description: MARTWAY OFFICE BUILDINGS LT 1

5935 Beverly (Property Tax ID: KF251208-4022)

Abbreviated Legal Description: 8-12-25 BG 635' W & 400' S NE CR NW1/4 SE1/4 S 132.38' E 140' N 132.14' W 140' .435 AC M/L MISSION OFFICE PARKING MIC 247 12 BOTA 02 6941 TX

5945 Beverly (Property Tax ID: KF251208-4018)

Abbreviated Legal Description: 8-12-25 BEG 533.96' S & 687.19' E AT NW COR NW 1/4 SE 1/4 S 180' E 140' N 180' W 140' TO BEG .578 ACS M/L MIC-0247 0008

5960 Dearborn (Property Tax ID: KF251208-4010)

Abbreviated Legal Description: 8-12-25 BEG 827.19' E & 401.58' S NW COR NW 1/4 SE 1/4 S 282.14' E 140' N 281.91' W 140' TO BEG .906 AC M/L MIC-0247

Section 2. Conditions and Stipulations – The Preliminary Development Plan referenced in Section 1 above is hereby approved with requested deviations and adopted subject to the following stipulations:

- A Final Development Plan will be submitted to the City and approved by the Planning Commission prior to the issuance of any building permits. The Final Development Plan shall be in conformance with the Preliminary Development Plan including but not limited to architectural features and details, materials used, and amenities.
- 2. Final development plan shall include a photometric study and a lighting plan for all exterior and courtyard light fixtures; to include International Dark Sky standards.
- 3. All landscaping shall be native to NE Kansas according to the Kansas Forestry Service/Kansas State Extension Office and details provided in a final development plan.
- 4. All exterior and courtyard lighting shall be provided in a final development plan and follow standards set forth by the International Dark Sky Association.
- 5. Private sign criteria shall be submitted with the final development plan providing guidelines for the design and placement of all exterior signage. Sign permits issued at the time of construction shall conform to the private sign criteria.
- 6. Screening of the cars within the parking garage shall be included in material facade treatments and detailed in the elevation plans.
- 7. A maintenance agreement is required for all site improvements on the property, including landscaping, and for on-street parking; this shall be recorded prior to recording the plat and the referenced book number applied to the final plat.
- 8. Engineering and grading on the south property shall be designed and implemented to obtain a no-rise certificate from the city's consulting floodplain manager.
- 9. Buildings shall be a minimum two feet above base flood elevation (BFE)
- 10. All construction drawings shall be approved by the Building Official and Fire District #2 Fire Marshall prior to permitting.
- 11. The applicant shall submit a Final Site Plan and construction documents to the City for review and approval prior to building permit issuance.
- 12. The applicant shall obtain all approvals from the Consolidated Fire District No. 2 prior to building permit issuance.
- 13. The applicant shall obtain all approvals from Johnson County Wastewater and Johnson County Water District #1 prior to building permit issuance.
- 14. The applicant shall be responsible for all damage to existing City infrastructure, including roads, curbs, and sidewalks during construction. Repairs shall be of a quality like or better than existing conditions before final Certificate of Occupancy issuance.
- 15. The applicant shall provide a two (2) year warranty bond on all public infrastructure installed as part of this Preliminary Development Plan; bond(s) will be placed on file with the City of Mission Community Development Department.

16. This Preliminary Development Plan approval shall lapse in five (5) years from the effective date of this ordinance if construction on the project has not begun; provided, however, that the applicant may request a hearing before the City Council to request an extension of this time period for up to 12 months.

Section 3. Effective Date - This ordinance shall take effect and be in force from and after its publication as required by law.

Passed by the City Council this 26th day of June 2024.

Approved by the Mayor this 26th day of June 2024.

Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM:

David Martin, City Attorney

Payne & Jones, Chartered 11000 King Street, King 2 Building Overland Park, KS 66210

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Community Development	From:	Brian Scott

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

RE: Special Use Permit for Greentec Auto, LLC – 6800 W. 61st Street (PC Case #24-09)

RECOMMENDATION: Approve a Special Use Permit for Greentec Auto, LLC to utilize property located 6800 W. 61st for resourcing of nickel-metal hydride batteries for hybrid vehicles.

DETAILS: Greentec Auto, LLC is a national company that specializes in resourcing and remanufacturing batteries for hybrid and electric vehicles. They have 27 locations throughout the United States and are headquartered in Kansas City, Kansas.

At their Kansas City, Kansas facility they receive used and/or damaged nickel-metal hydride (NiMH) batteries and lithium-ion (Li-Ion) batteries for the purpose of dismantling, testing, and then reassembling to be sold again as remanufactured batteries at a considerably lower cost to consumers. Individual battery cells that are determined to be defective are shipped to a company in Ohio that recycles them.

Greentec Auto recently purchased the former PPC Flexible Packaging plant at 6800 W. 61st Street in Mission with the intention of expanding their growing operation.

The property is actually two parcels, with the front (southern) parcel being zoned M-1 General Industrial and the back (north) parcel being zoned C-2B Retail and Service. Neither zoning district lends itself to the intended use and given the nature of the operations, Staff suggested that the best course was for Greentec Auto to submit an application for a special use permit.

Staff visited Greentec Auto's operations in Kansas City, Kansas upon submittal of the application to gain a better understanding of the intended operations. Greentec Auto intends to receive nickel-metal hydride batteries only at the Mission facility. They will disassemble the batteries and test the individual cell components. Those that are bad will be collected and shipped to a recycler in Ohio. Those that are good will be stored and then shipped to their facility in Kansas City, Kansas for further testing and reassembly to be sold as a remanufactured battery. Greentec also intends to store the casing and other components for the batteries at the Mission facility.

The Planning Commission heard this application at their regular meeting on April 29, 2024, at which time they held a public hearing to take comments from any concerned

Related Statute/City Ordinance:	Section 445.180 et al of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

City of Mission	Item Number:	2.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Community Development	From:	Brian Scott

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

parties. No comments were presented. Upon conclusion of the public hearing the Planning Commission voted 7-0 to recommend approval to the City Council of the special use permit for Greentec Auto, LLC to use the property at 6800 W. 61st Street for the resourcing of nickel-metal hydride batteries for hybrid vehicles.

The Special Use Permit stipulates, among other things, that no lithium-ion batteries will be stored or resourced at the Mission facility, and the initial term shall be for three (3) years.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	Section 445.180 et al of the Mission Municipal Code	
Line Item Code/Description:	NA	
Available Budget:	NA	

CITY OF MISSION, KANSAS

ORDINANCE NO.

AN ORDINANCE AUTHORIZING CERTAIN PROPERTY LOCATED AT 6800 W. 61ST STREETWITHIN THE CITY OF MISSION, KANSAS TO BE USED FOR OR OCCUPIED BY A SPECIAL USE.

WHEREAS, an application for the establishment of a special use permit has heretofore been made to occupy or use property located at 6800 W. 61st Street for the following use or uses: hybrid vehicle battery resourcing (d/b/a Greentec Auto ,LLC); and

WHEREAS, said property is currently zoned "M-1" General Industrial District and "C-2B" Retail and Service District wherein such uses are not permitted without a special use permit; and

WHEREAS, notice of said original application was duly given as required by law by publication and mailing; and

WHEREAS, a public hearing was held pursuant to law before the Planning Commission of the City of Mission on April 29, 2024, and said Planning Commission voted 7-0 to recommend approval of the application to the City Council of the City of Mission:

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, KANSAS:

Section 1. Special Use Permit Granted - Pursuant to Section 445.180 et seq. of the Mission Municipal Code, a Special Use Permit to operate hybrid vehicle battery resourcing operation in accordance with the application (PC Case #24-09) on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, Kansas 66202, is hereby granted for the subject property as described below subject to the stipulations in Section 2 and all other laws and regulations.

Parcel 1

Kansas Property ID: KF251208-2061 *Abbreviated Legal Description*: 8-12-25 TR 11 BG 1006.13' E & 285' N SW CR N 55' X E 250' .316 ACS M/L MIC 254 1A

Parcel 2

Kansas Property ID: KF251208-2028

Abbreviated Legal Description: 8-12-25 TR 1 BG 1006.13' E & 25' N SW CR NW1/4 SW1/4 N 260'E 250' S 189.49' SW 37.02' & 117.81' W 117.87' TO BG 1.4 ACS M/L MIC 254 1

Section 2. Stipulations of the Special Use Permit - The Special Uue Permit referenced in Section 1 of this Ordinance is hereby granted subject to the following stipulations:

- 1. This Special Use Permit shall be effective for an initial term of three (3) years. Upon expiration of the initial term, applicant may apply for a renewal for a longer period of time which such application will be evaluated by the Planning Commission and considered by the City Council.
- The property shall be used for resourcing (receiving, sorting, storage, disassembly, testing and shipping) of nickel-metal hydride (NiMH) batteries only. No lithium ion (Li-Ion) batteries will be resourced or stored at this property.
- 3. The Special Use Permit is contingent upon the property remaining as is regarding site design and building structure; should the site be redeveloped in the future the special use permit may be re-evaluated for conformance with municipal zoning code regulations.
- 4. The Special Use Permit shall become void if the facility is vacant for six months or more.
- 5. If the special use is determined to be in violation at any time of the five conditions of 445.210, the special use permit shall become void, and violations shall be corrected and a new application for a Special Use Permit shall be under review by the Planning Commission.
- 6. A maintenance agreement shall be required of the property owner for the on-street parking that will remain with the property upon transfer of ownership; all snow removal and repair/maintenance shall be the responsibility of the property owner or owner's agent.
- 7. The facility shall adhere to all building and fire code requirements as determined by the Mission Building Official or designee and the Consolidated Fire District #2 (CFD2) Fire Marshal.
- 8. Installation of an NFPA 13 compliant fire suppression system is required.
- 9. Installation of an NFPA 72 compliant fire alarm system is required.
- 10. The building will be subject to periodic inspection, with or without notice, by CFD2 and/or City of Mission inspectors.
- 11. The owners of the property will work with City staff to develop and implement a landscaping plan as well as make need repairs to the building.

Section 3. Zoning Remains - The approval of this Special Uue Permit shall not change the zoning currently assigned to the property by the Official Zoning Map.

Section 4. Effective Date - This Ordinance shall take effect and be in force from and after its adoption and publication according to law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION on this 26th day of June 2024.

APPROVED BY THE MAYOR on this 26th day of June 2024.

Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM:

David Martin, City Attorney Payne & Jones, Chartered King 2 Building 11000 King Street Overland Park, Kansas 66210





April 29, 2024 Planning Commission Staff Report

AT A GLANCE

Applicant: Greentec Auto Inc

Location: 6800 W. 61st Street

Property ID: KF251208-2028

Current Zoning: M-1/C-2B

Proposed Zoning: N/A

Current Land Use: Commercial

Proposed Land Use: Warehouse/Distribution



Public Hearing Required

Legal Notice: April 9, 2024 Case Number: 24-09

Project Name: Greentec Auto Special Use Permit

Project Summary:

The applicant requests a Special Use Permit for business operations that include warehouse storage, disassembly, and shipment of hybrid vehicle batteries and components.

Staff Contact: Karie Kneller, Planner





PROPERTY BACKGROUND AND INFORMATION

The facility at 6800 West 61st Street is a former light-industrial printing and distribution operation that was recently sold to the applicant, Greentec Auto Inc. The property consists of two parcels; the north parcel is .45 acres, zoned "C2-B" Retail and Service District, and the south parcel is 1.3 acres, zoned "M-1" General Industrial. The single structure lies within both zoning districts; the northern portion of the building in C2-B zoning houses warehousing facilities and loading docks, while the southern portion of the building in M-1 zoning is the office operations part of the structure. The property is also within the Form-Based Code overlay district. The building was constructed in 1963 on the northwest corner of 61st Street and Barkley Street, and the Barkley right-of-way terminates at the southeast corner of the south property line where a driveway leads to the back of the property's parking lot and delivery docks. The rear parking lot has 30 parking spaces, and an additional seven head-in parking stalls are located south of the building on 61st Street within the public right-of-way.

PROJECT PROPOSAL

The building was vacant for an undetermined time before the applicant purchased the property. Staff learned of the change in use after a business license application was submitted to the city clerk and the city planner reviewed the application for zoning verification accompanying the new use.

The applicant has applied for a Special Use Permit to conduct warehouse, disassembly, and shipment operations for used hybrid vehicle batteries with between 10-15 employees on site. This is a proposed satellite location for its main operations in Kansas City, Kansas., to provide additional space for growing business operations, wherein hybrid and plug-in electric batteries are shipped on pallets to the facility. Operations at the main facility include the disassembly of batteries from the outer casing, testing of individual battery cells, and sorting of viable battery cells from non-viable cells. Viable cells are then reassembled into vehicle battery casings that can be resold back to the market. The applicant proposes that the Mission operation will receive hybrid batteries that do not contain lithium ion (Lion) components, which have been found to spontaneously combust when damaged. Batteries that are received at the Mission facility will be of non-hazardous nickel metal hydride (NiMH). These batteries will be disassembled and sorted after testing, then viable battery cells will be repackaged and shipped back to the Kansas City facility. The non-viable cells will be shipped to another facility to be recycled. The Mission facility will also shelve empty casings and other minor components.

PLAN REVIEW AND ANALYSIS

Mission Comprehensive Plan

The 2023 Comprehensive Plan's Future Land Use map indicates the property is mixed-use high density. This proposal does not include redevelopment of the property, however. Future redevelopment of the property would be evaluated for conformance with the Comprehensive Plan and applicable zoning code.

Analysis: Warehousing, storage, and shipping activity would not be out of context with the



surrounding context; the post office and grocery store, and big-box retail that currently exist adjacent to the subject property are not anticipated to be redeveloped in the near future. However, the municipal code zoning regulations that currently regulate the land use were considered non-conforming.

Municipal Code

The existing structure is contained within two different zoning districts. The M-1 zoning applies to the southernmost part of the structure where office operations are not compatible. The C2-B zoning applies to the northernmost parcel where the warehousing and storage operations are not compatible. Parking under Section 410.130 (H) requires sufficient parking for employees and visitors. The site accommodates the anticipated number of employees with adequate spaces for visitors.

Section 420.200 covers the abandonment and discontinuance of non-conforming situations, which is relevant in this case since the zoning of the property does not conform with the corresponding uses within the building. At the time that the previous operations as a printing and distribution facility were a legal non-conforming use, the zoning code had been amended in 2013 to include the West Gateway Overlay (and corresponding Form-Based Code overlay district regulations). Thus, when the legal non-conforming operations ceased, the abandonment and discontinuance clause took effect. Therefore, staff requested that the applicant submit an application for a Special Use Permit to conduct the warehousing and shipping of vehicle battery components. Without a rezoning and re-platting process, the proposed operations are not in conformance with the zoning regulations, and a Special Use Permit may be issued to allow a non-conforming use.

Under Article III, "Special Use Permits" in the City of Mission municipal code, the following stipulations apply:

§440.140(E) "Criteria for Considering Applications"

- 1. The character of the neighborhood and extent that the use would be in harmony with nearby properties
- 2. The extent to which approval would detrimentally affect nearby properties
- 3. Relative benefit to public welfare by retaining applicable restrictions compared to the destruction of the value of the property or hardship to the owner with denying the request
- 4. The Comprehensive Plan
- 5. The extent to which utilities and public services are adequate
- 6. The extent that the use creates excessive pollution or environmental harm
- 7. The extent to which there is a need for the use in the community
- 8. The economic impact of the use on the community



- 9. The ability of the applicant to satisfy any requirements imposed
- 10. The recommendation of professional staff

Analysis: It is Staff's interpretation that a Special Use Permit for the use of the property as a warehouse facility meets all applicable criteria in Article III, §440.140, as follows: (1) the facility and its surrounding property are harmonious with nearby properties; (2) the proposed use does not detrimentally affect property values or neighborhood aesthetic that currently exist; (3) redevelopment consistent with the applicable regulations is not anticipated in the near future; (4) the use is not consistent with the Comprehensive Plan, but a conditional permit would be re-evaluated for conformance upon change of use and/or redevelopment; (5) the property has adequate access to utilities and public services; (6) excessive pollution or environmental harm have not been reported to Staff's knowledge, and the operation has not negatively impacted the community economically; because the storage of lithium ion batteries will not be part of the facility's operations, the environmental hazards associated with spontaneous combustion of battery components is diminished, and the facility will not have increased outward negative effect on adjacent neighborhoods; (7) the increase in hybrid electric vehicles and plug-in electric vehicles has created a market for the type of proposed operations; the business operations repurposes non-viable vehicle batteries for reuse and returns components back to the market; (8) economic impact on the community is minimal without a retail sales tax revenue; (9) the applicant has thus far met all permitting requirements imposed by the City and other regulatory bodies, including an inspection by the City's Building Official and Fire Marshall. Staff also visited the site of the Kansas City facility to learn about operations (see following site visit pictures and descriptions); (10) see Staff's recommendations and conditions in the next section.



Figure 1. Hybrid battery in outer casing; warehouse shelving with battery components in background.





Figure 2. EV (Tesla) battery, not fully enclosed; individual cells secured to outer frame.



Figure 3. Disassembly, sorting, and testing room; boxes with "good" battery cells, shelving with reassembled batteries.





Figure 4. Sorting boxes with "good" cells that have been tested and separated from "bad" cells.



Figure 5. Greentec Auto technician testing individual cells for viability.



Under §445.210 of the City's municipal code, Special Use Permits may be for a specified time period or continual. Revocation of a Special Use Permit may be granted if any of the following conditions are met:

- Non-compliance with any applicable requirement
- Non-compliance with any special conditions imposed at the time of approval
- Violation of any provisions of the Code
- Where conditions of the neighborhood have changed to the extent that approval would be unwarranted
- Violation of any State or Federal law or regulation

RECOMMENDATION

It is Staff's determination that the existing property and structure thereon complies with local, state, and federal law. It is Staff's interpretation that the future land use plan for the property is not consistent with either light industrial/warehousing, or retail and service operations on the site, but utilizing an existing structure for the proposed purpose does not directly violate the future land use plan. However, if the property is redeveloped in the future, zoning districts as currently defined will no longer be relevant under the Comprehensive Plan (2023), contingent upon updates and/or amendments to the Comprehensive Plan. Redevelopment under the current Comprehensive Plan and the Form-Based Code overlay district would render the Special Use Permit for the use as proposed null and void and would constitute redevelopment that is consistent with the Comprehensive Plan and applicable area plans/overlay district(s). Therefore, Staff recommends that the Planning Commission recommend approval for the Special Use Permit on the following conditions:

1. The Special Use Permit is contingent upon the property remaining as-is regarding site design and building structure; should the site be redeveloped in the future, the Special Use Permit may be reevaluated for conformance with municipal zoning code regulations.

2. The Special Use Permit shall become void if the facility is vacant for six months or more.

3. If the special use is determined to be in violation at any time of the five conditions of 445.210, the Special Use Permit shall become void and violations shall be corrected and a new application for a Special Use Permit shall be under review by the Planning Commission.

4. Staff recommends an initial 3-year term limit on the Special Use Permit that shall require an application for renewal at the end of the term.

5. A maintenance agreement shall be required by the property owner for the on-street parking that will remain with the property upon transfer of ownership; all snow removal and repair/maintenance



shall be the responsibility of the owner or owner's agent.

6. The facility shall adhere to all building and fire code requirements as determined by the Mission Building Official or designee and the Consolidated Fire District #2 (CFD2) Fire Marshal.

- 7. Installation of an NFPA 13 compliant fire suppression system is required.
- 8. Installation of an NFPA 72 compliant fire alarm system is required.

9. The building will be subject to periodic inspection, with or without notice, by CFD2 and/or City of Mission inspectors.

PLANNING COMMISION ACTION

Case #24-09, Greentec Auto Special Use Permit, will be considered by the Planning Commission at its April 29, 2024 meeting.

CITY COUNCIL ACTION

Case #24-09, Greentec Auto Special Use Permit, will be considered by the City Council at its June 26, 2023 public hearing.



Community Development Department 6090 Woodson Street Mission, KS 66202 913-676-8360

Development Application

Permit #_____

Applicant Name: Travis Brackman Company: Grantic Auto Inc
Address: GBUD W GIST ST
City/State/Zip: Mission les 66202
Telephone: Blu-305-9104
Email: travise greente cauto, com
Property Owner Name: Tim Razumovily Company: Time KC LLC
Address: 4800 W 41St 57
City/State/Zip: Million 125 (4202
Telephone: 916-247-8383
Email: timakelle Qgmoil. com
Firm Preparing Application: Company:
Address:
City/State/Zip:
Telephone:
Email:
*All correspondence on this application should be sent to (check one)ApplicantOwnerFirm
Application Type
Rezoning I Plat I Site Plan I SUP
Description of Request
Please provide a brief description of the request: Partet Rocking, NiMH (non Hazardows)
Batteries this and to our other facilities for testing. Small office
Reception employees for paparusrik. These will be no opening
of any batteries to expose the cells. We are not manufacturing
Batteries. NO Strage of Lion batteries.

	Project Details	
General Location or Address of Property:	toperty Advess	
	0.02	
	C-2B	
Present use of property: NONC		
Agreement to Pay Expenses		
	munity Development Department of the City of Mission, Kansas	
(City). As a result of the filing of said application, Cit	y may incur certain expenses, such as but not limited to	
	court reporter fees. Applicant hereby agrees to be responsible for	
	a result of said application. Said costs shall be paid within ten	
	to Applicant. It is understood that no requests granted by City or	
	s have been paid. Costs will be owed whether or not Applicant	
obtains the relief requested in the application.		
Affidavit of Ownership and/or Authorization of A	gent	
1, 1,2 11	certify that I am the owner or contract purchaser of the	
	signed to act as my agent on behalf of the application hereby	
being submitted.		
x Fac	Date 2 2 3 24	
Signature (Owner)		
x	Date	
Signature (Owner's Agent)		
olgnature (Owner's Agent)		
FOR	OFFICE USE ONLY	
File Fee: \$	Meeting Date	
	meeting Date	
	PC CC	
T	Date Notices Sent	
Total: Receipt #		
Notes:	Date Published	
	Decision	



green tec | EV & HYBRID BATTERIES

Greentec Overview Kansas City, KS Plant

Greentec sells hybrid and EV batteries that are built and remanufactured in house at the main office in Kansas City, KS. Greentec has over 27 different locations here in the United States and just recently opened the first international location in Vancouver, Canada. The batteries are received at the Kansas City plant and are sorted by make and model. Once they are sorted, they are put on pallets, and are strapped down to secure them to the pallets. These pallets are stored on the pallet racking until they are ready to be taken apart. We have an inventory system that is used to keep track of our inventory and helps us decide which batteries are disassembled next. Once the decision has been made for which batteries to disassemble, they are pulled off of the shelves and are placed in the disassembly area to be disassembled. After the batteries are disassembled, individual cells are voltage checked. The good cells are sent into the testing room for further testing to ensure modules are in good working and sellable condition. Once this has been completed, the cells/modules are moved into the assembly room to be assembled back into hybrid batteries. After the batteries are assembled, they then go through various QC inspections to make sure they are up to standard. Once they pass this inspection, they are then installed into one of the testing vehicles to ensure everything is working properly before they are shipped to other Greentec locations or customers. Greentec has two main warehouse locations that do this work, Sacramento, CA and Kansas City, KS. The remaining locations that we have receive shipments from our warehouses and do installations for customers. They do not do any manufacturing of the batteries. We are looking to expand into the City of Mission to give us more working room here in Kansas City, KS as well as to continue to grow our company.

Greentec Mission, KS Overview

Greentec is planning to use the Mission, KS building for shipping, receiving, sorting, and dismantling of non hazardous nickel metal hydride batteries. The plan is to receive these batteries from the KC plant after they have been sorted. Once they are received in Mission the batteries will be disassembled and the modules will be sorted by good and bad. Once they are sorted the good modules will be transferred back to KC for testing and then the assembly and shipping process. The bad modules will be shipped to another Greentec facility to be processed



green tec | EV & HYBRID BATTERIES

and shipped for recycling. The shelves at the mission plant will store all of the empty casings and components to these batteries in this facility to free up more room in the KC plant. The shelves will also hold any additional non battery items that the KC plant decides to transfer over to make room, such as pallets, extra testing equipment, cardboard boxes, and plastic totes and bins for shipping. This plant should initially start up with 10-15 employees. The hours of operation would be 7:30am - 5:30pm. Majority of the employees will be warehouse employees with a few employees to work in the front office to do paperwork for office administration. The warehouse will consist of pallet racking, forklifts, pallets, work tables and other warehouse equipment. The plan is to use this facility as an extension of our warehouse in Kansas City, KS and and to only use it for Non Hazardous Nickel Metal Hybrid Batteries as listed above.

Greentec Mission, KS Location Plan Use

Greentec is running out of working space in our current facilities. We have found another building that will help us with our expansion. We plan to use this building for the following:

- Receive shipments of NiMH batteries from our KC plant.
- Sort the batteries by make and model on pallets as listed above.
- Use pallet shelving to store pallets until we are ready to transfer to other locations, or when the batteries can be broken down accordingly.
- Re pallet the battery empty cases and components.
- Put the modules in our gaylord pallet boxes and prepare them for transfer back to the KC plant.
- Ship the modules to our Kansas City plant for testing.

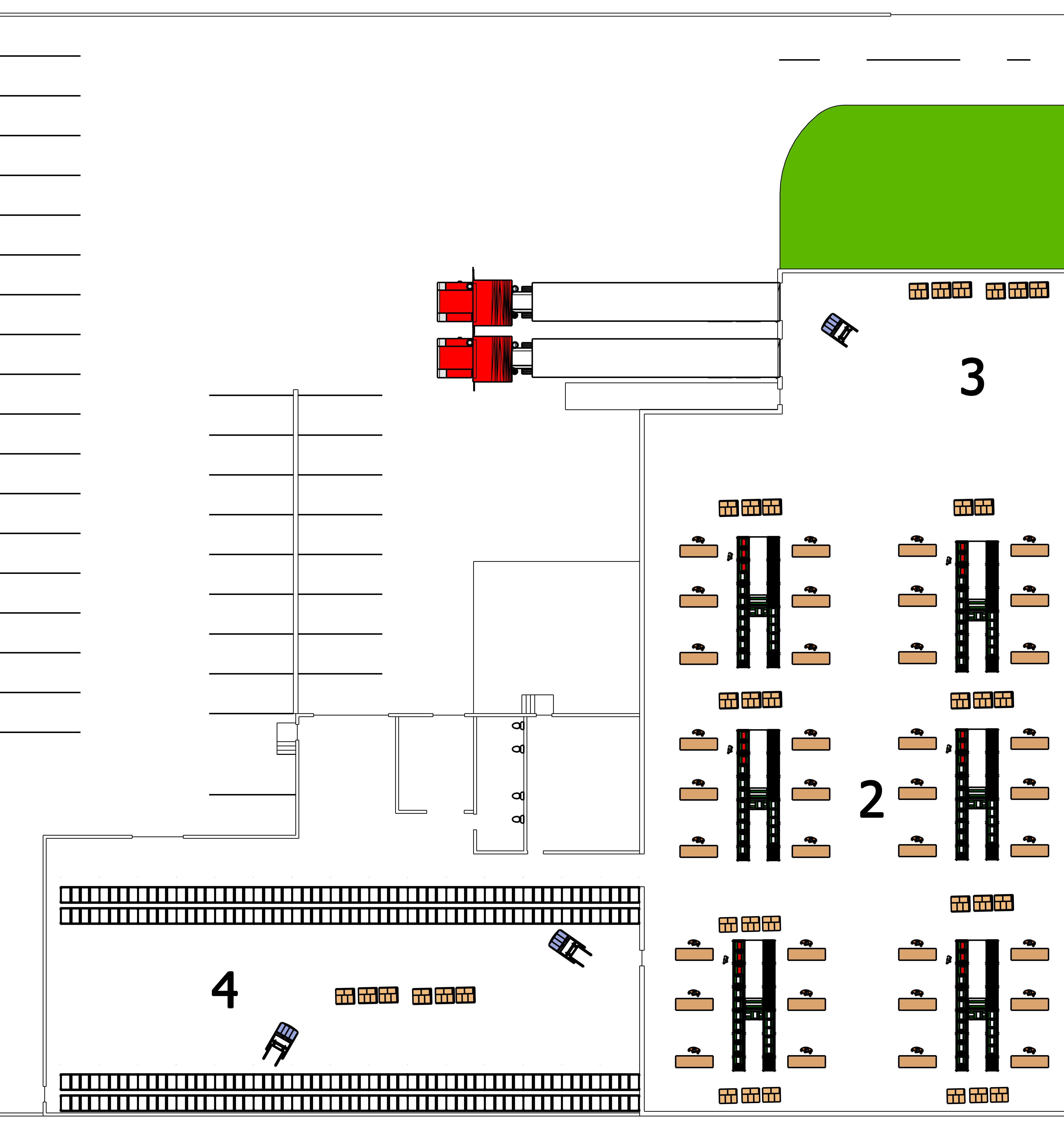
Greentec Mission, KS Plan Picture Explanation

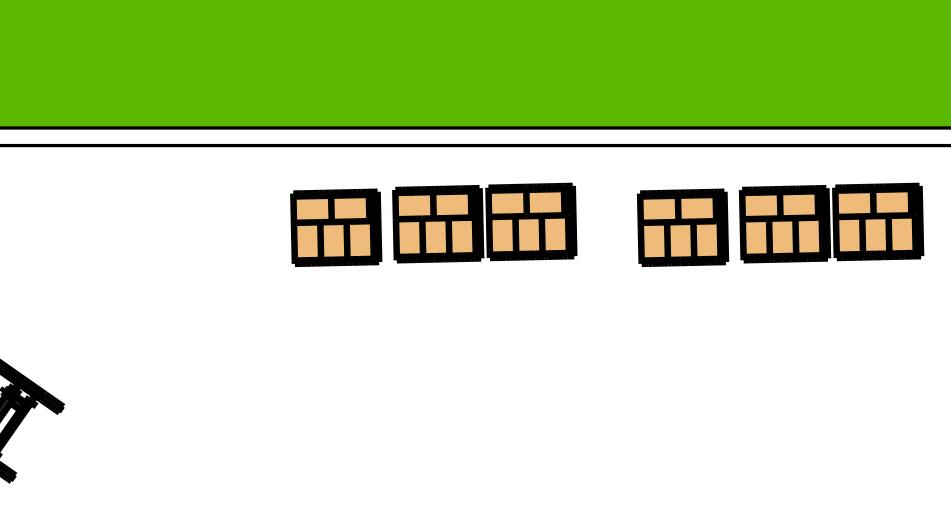
- Area 1 will be the office area. This area will be used for 1-2 office administrative employees to help any office admin work that needs to be completed.
- Area 2 is the work area of the employees that are planning to disassemble the hybrid batteries.

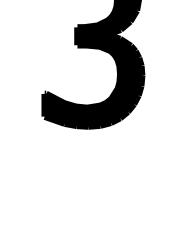


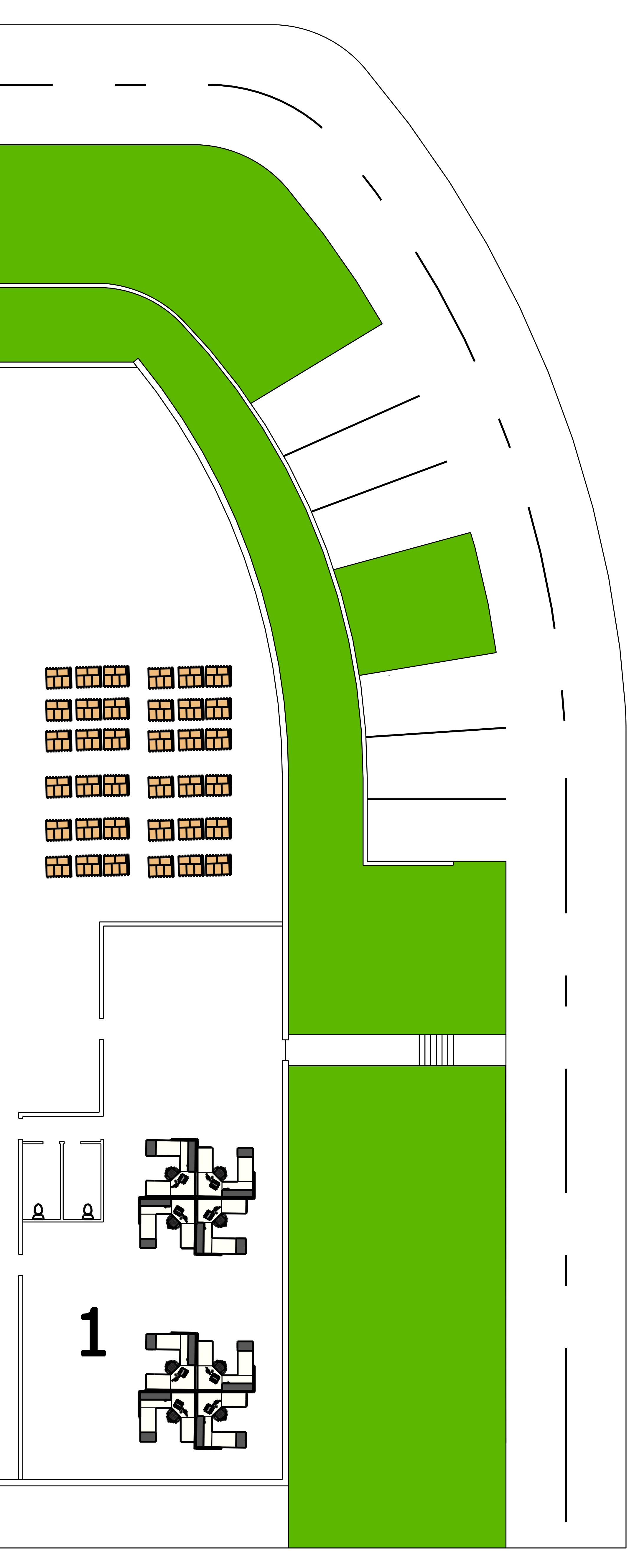
green tec EV & HYBRID BATTERIES

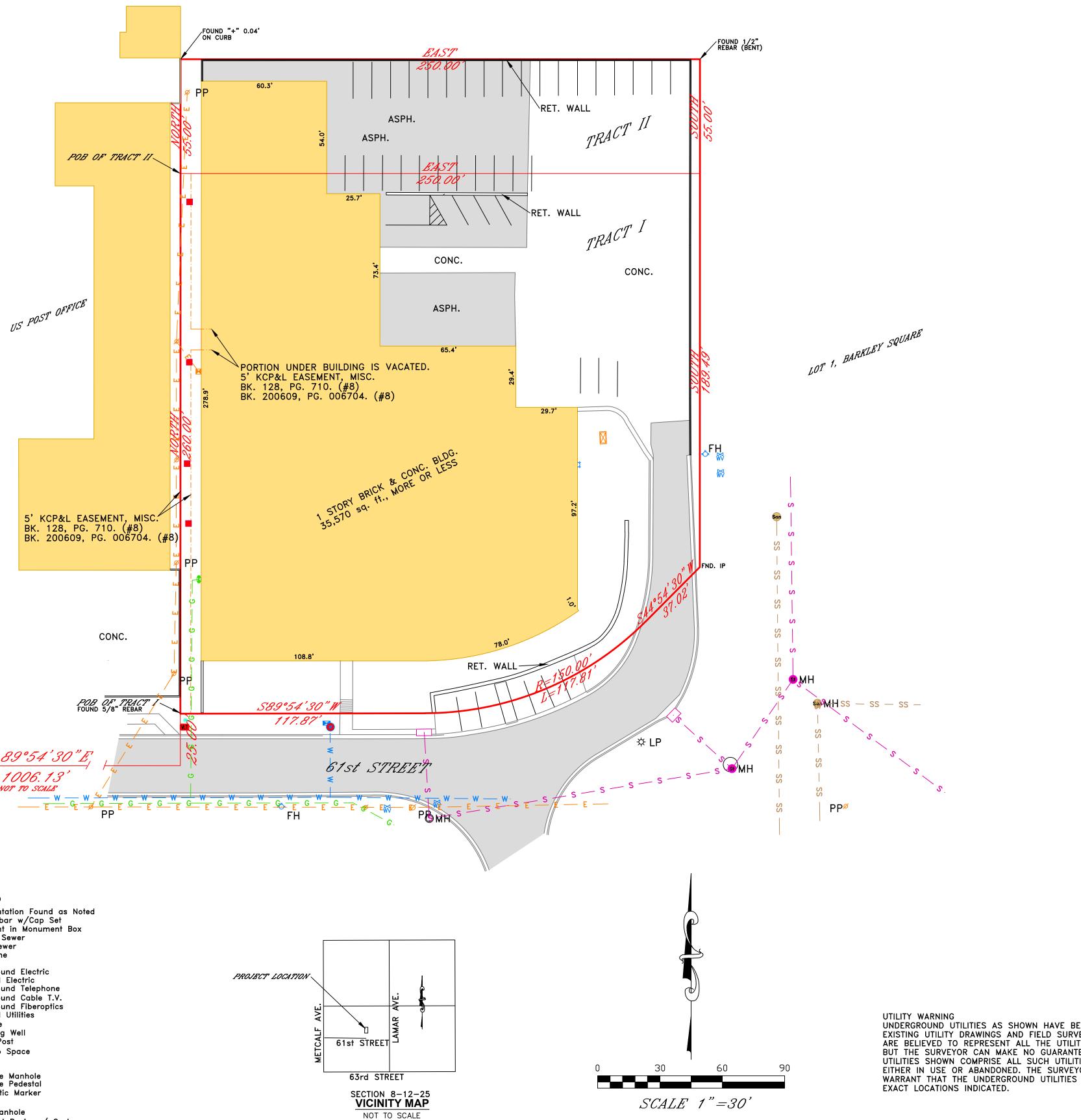
- Area 3 will be used for shipping and receiving. This will also double as a staging area until the pallets can be sorted.
- Area 4 will be used for pallet racking.

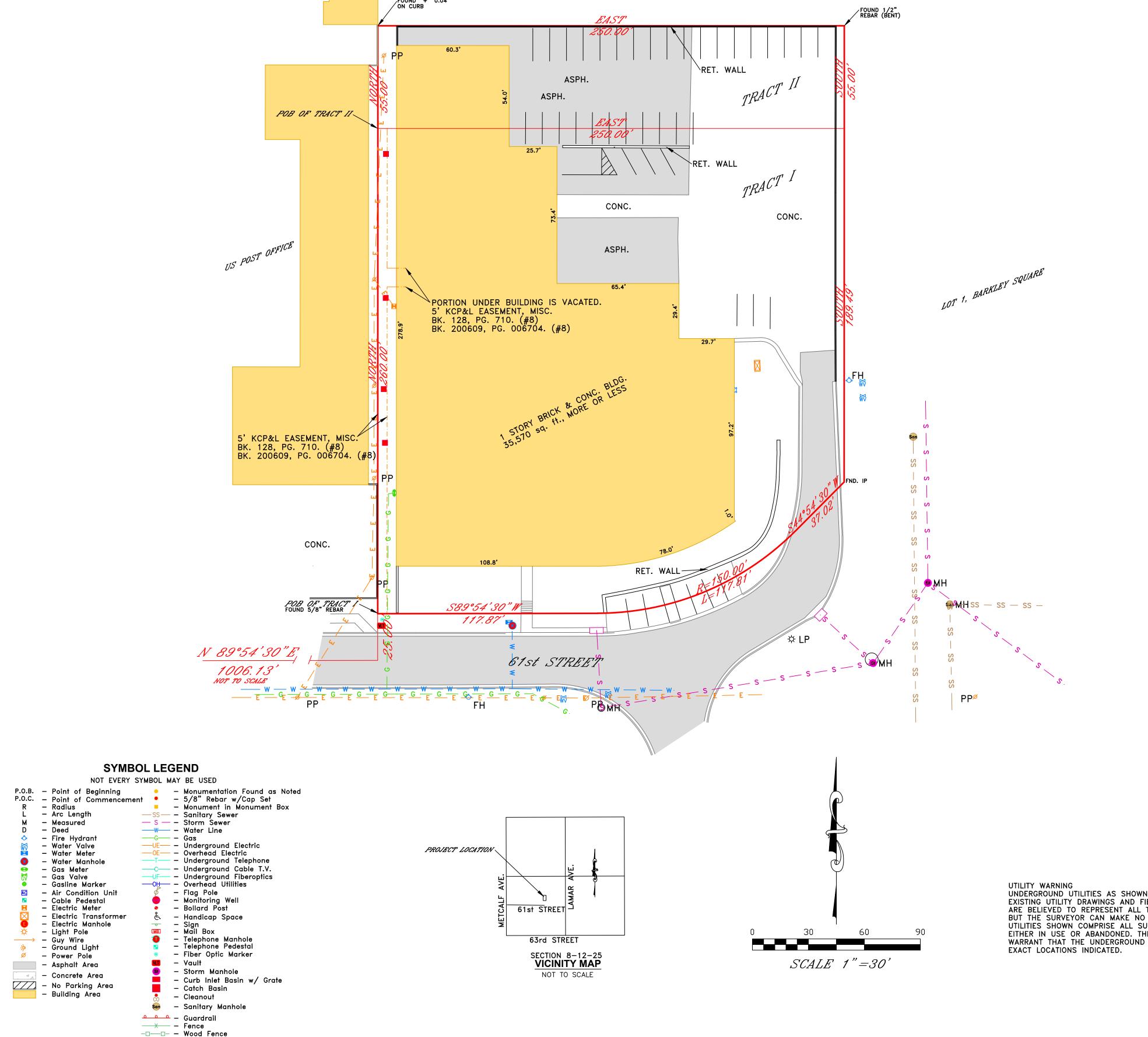














SURVEY CERTIFICATION

To: TIMA KC, LLC; (lender if any) and Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, 11(a) and 11(b), of Table A thereof. The fieldwork was completed on November 3, 2023. Date of Plat or Map: November 6, 2023.



Chicago Title commitment No. KCC232123 - Schedule "A" Property Description:

TRACT 1:

That part of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 12 South, Range 25 East of the Sixth Principal Meridian, in Mission, Johnson County, Kansas, described as follows: From a point in the South line of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 12, Range 25 (and in the center line of 61st Street), that is North 89 degrees 54 minutes 30 seconds East along said South line, 1006.13 feet from the West line of said Section 8 run North 25 feet to the Southeast corner of the Post Office tract of land described in Book 480 of Deeds, at Page 678, Register's File No. 621979, and the point of beginning of the tract herein described; continuing thence North 260 feet to the Northeast corner of the Post Office tract of land; thence East 250 feet; thence South 189.49 feet to the Northerly line of said 61st Street; thence South 44 degrees 54 minutes 30 seconds West, 37.02 feet; thence Southwesterly on a curve to the right with the last described course as a tangent and a radius of 150 feet, a distance of 117.81 feet; thence South 89 degrees 54 minutes 30 seconds West tangent to the last described curve, a distance of 117.87 feet to the point of beginning.

TRACT 2:

That part of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 12 South, Range 25 East of the Sixth Principal Meridian, in Mission, Johnson County, Kansas, described as beginning at the Northwest corner of the above described tract of land conveyed to Gill Studios, Inc., a Missouri corporation, by the Warranty Deed dated March 28, 1962, in Book 499 of Deeds, at Page 694, Registers File No. 644131, run North 55 feet; thence East 250 feet; thence South 55 feet to the Northeast corner of the aforesaid tract of land conveyed to Gill Studios, Inc.; thence West 250 feet to the point of beginning.

Chicago Title commitment No. KCC232123 - Schedule "B" Exceptions:

8. Property is subject to easement granted to Kansas City Power & Light Company, filed in Misc. Book 128, Page 710. Partial Disclaimer filed in Book 200609, Page 006704, as shown hereon.

Miscellaneous Notes:

1. The property described and depicted or shown hereon, are the same as the property described in Chicago Title commitment number KCC232123 with an effective date of October 2, 2023, at 8:00 AM and that all easements, covenants and restrictions referenced in said title policy have been plotted hereon or as otherwise noted as to their effect on the property. Basis of Bearings: Held corners found along the West line of surveyed tract in Mission, KS. I further certify that this survey is based on an actual survey made by me or under my direct supervision and that survey meets or exceeds the current minimum standards for property boundary surveys.

2. By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone Designations "X" (Areas determined to be outside the 0.2% annual chance floodplain) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 29091C0023G, with a date of identification of August 3, 2009, for Mission, Kansas, which is the current Flood Insurance Rate Map for said community.

- 3. There is direct access to the subject property via 61st Street, a public right-of-way.
- 4. Property has 41 standard and 0 handicap parking spaces.
- 5. According to the city website the property is zoned M-1. No Table "A" Item 6 information was provided.
- 6. The property contains 75,762.36 sq. ft. or 1.74 acres, more or less.
- 7. The locations of all utilities shown on the survey are from visible surface evidence and information provided by others.
- 8. The posted address on site is 6800 W. 61st Street, Mission, KS 66202.

		REVISION NOTES	
EN PLOTTED FROM EY INFORMATION. THEY IES FOR THE PREMISES, EE THAT THE UNDERGROUND	Date:	Comment:	
IES IN THE AREA, OR ALSO DOES NOT SHOWN ARE IN THE		6800 W. 61si	+ STREET
		ALTA/NSPS LAND T	TITLE SURVEY
		VIKING SUI	RVEYS
PROJ. NO. C23.027		RVEY ORDERED BY: ime:	SURVEY PERFORMED BY: Curtis Tolson, KS 908, MO 2236 DBA Viking Surveys P.O. Box 13324 Overland Park, KS 66282 (913) 492-6179 Curtis@vikingsurveys.com

This message came from outside City of Mission, Kansas - please use caution when opening attachments or links.

The following criteria will need to be met for Consolidated Fire District No.2 (CFD2) to support the issuance of a special use permit for the project at 6800 W 61st Street in Mission, KS.

- Installation of an NFPA 13 compliant fire suppression system.
- Installation of an NFPA 72 compliant fire alarm system.
- The building will be subject to periodic inspection, with or without notice, by CFD2 and/or City of Mission inspectors.

Todd Kerkhoff

Fire Marshal Johnson County Consolidated Fire District No.2 (O) 913-432-1105 (C) 913-207-0122 Todd.kerkhoff@cfd2.org www.cfd2.org



CONFIDENTIALITY NOTICE: This e-mail, including any files transmitted with it, is the property of the City of Mission, Kansas. It is confidential and is intended solely for the use of the individual, or entity, to whom the e-mail is addressed. If you are not the named recipient, or otherwise have reason to believe that you have received this message in error, please notify the sender at (913) 676-8350 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Administration	From:	Robyn Fulks

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

RE: May 1, 2024 Community Development Committee minutes.

RECOMMENDATION: Review and accept the May 1, 2024 minutes of the Community Development Committee.

DETAILS: Minutes of the May 1, 2024 Community Development Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered accepted as presented.

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

CFAA CONSIDERATIONS/IMPACTS: N/A

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



MINUTES OF THE MISSION COMMUNITY DEVELOPMENT COMMITTEE May 1, 2024

The Mission Community Development Committee met at Mission City Hall and virtually via ZOOM on Wednesday, May 1, 2024. The following Committee members were present: Sollie Flora, Trent Boultinghouse, Lea Loudon, Ben Chociej, Brian Schmid and Mary Ryherd. Councilmember Kring appeared via Zoom. Councilmember Carpenter-Davis was absent. Councilmember Loudon called the meeting to order at 7:27 p.m.

The following staff were present: City Clerk Robyn Fulks, Deputy City Administrator Justin Carroll, Deputy City Administrator Brian Scott, Public Works Director Stephanie Boyce, Public Works Superintendent Brent Morton, and Parks and Recreation Director Penn Almoney. City Administrator Laura Smith appeared via Zoom.

Public Comments

Councilmember Loudon reminded the public they can participate via the chat feature on Zoom. All comments would be visible to the group.

There were no public comments.

Public Presentations/Informational Items

National Cities, Towns and Villages Month Proclamation

Mayor Flora proclaimed May to be "National Cities, Towns, and Villages Month" in recognition of the importance of local government service. The proclamation is part of a national effort to uplift municipal governments led by the National League of Cities, a nonpartisan organization comprised of city, town and village leaders focused on improving the quality of life for their current and future residents. National Cities, Towns, and Villages Month is part of the year-long centennial celebration of the National League of Cities, which was founded in 1924. Today, NLC provides local leaders resources to help govern and advocates on behalf of the nation's cities, towns, and villages.

Planning Commission Items

There were no items from the Planning Commission.

Action Items



Acceptance of the April 3, 2024 Community Development Committee <u>Minutes</u>

Minutes of the April 3, 2024 Community Development Committee were provided to the Committee.

Councilmember Chociej recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

PCC Cardio Equipment Lease-Purchase

Parks + Recreation Director Penn Almoney explained that cardio equipment at the Powell Community Center (PCC) is amongst the most heavily utilized equipment at the facility and is replaced every three years as part of a leasepurchase which helps minimize repair costs by keeping equipment only as long as it is fully under warranty. The last cardio lease-purchase was completed in 2021. The lease-purchase allows the City to take advantage of covered maintenance costs while keep other funds available for parks and recreation costs and purchases. The equipment mix and recommendations for 2024 was based on patron usage and feedback. Staff solicited bids from Performance Fitness Equipment, Central States Fitness, Push Pedal Pull and Advanced Exercise, two of whom were responsive. For equipment costs only, Push Pedal Pull's bid came to \$133,972.26 and Advanced Exercise's bid was \$134,809.15, the the difference in lease interest rates made the monthly lease payment for Advanced Exercise's \$3,839.57, approximately \$100 less per month than Push Pedal Pull. Staying with Advanced Exercise allows Staff to take advantage of the payoff of the last remaining balloon payment on the current equipment for a savings of \$15,726.

Staff met with the City's financial advisor to help determine that the most optimal arrangement would be to work directly with the vendor and their financial institution, Kansas State Bank, who is offering to finance the purchase at 6.29% over three years, which equates to 35 monthly payments of \$3,839.57, with a one-time, final payment of \$10,240. The entire lease purchase amount (principal plus interest) comes to \$148,464.52 and represents a \$288 increase per month over the current lease payment because of the increased interest rates. Staff recommends acceptance of the bid from Advanced Exercise in the amount of \$134,809.15 for replacement of cardio equipment at the Powell Community Center (PCC) and approval of the Resolution authorizing the Mayor to execute the necessary documents to complete the lease-purchase with Kansas State Bank to finance the purchase of the equipment over a three-year period. Funds are budgeted from the Special Parks Fund.



Councilmember Loudon expressed her appreciation for Mr. Almoney's data dive to determine use and make adjustments with the new lease-purchase.

Councilmember Chociej recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

Mohawk Park Phase II Testing and Inspection Services

Mr. Almoney's second action item of the evening was for approval of a testing and inspection contract for Phase II of Mohawk Park. Mr. Almoney explained that Phase II is close to kicking off, and that the design contract includes some construction inspection services, but the scope of the project requires additional specific third-party testing and inspection. Staff solicited proposals from three firms, with Intertek-PSI being the only responsive proposal. Staff recommends approval of a testing and inspection services contract for the Mohawk Park Phase II Improvements Project with Intertek-PSI in an amount not to exceed \$15,684. This amount is under the original budget of \$25,000. The project will begin in the next month, and the services will be paid for from the 2024 Outdoor Parks budget (Parks + Recreation sales tax) identified in the Parks and Recreation Capital Improvement Plan.

Councilmember Ryherd recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the regular agenda.

Award Roe Ave Construction Contract (2024 CARS Project)

The third action item of the evening was the contract award for the Roe Avenue construction project, the City's 2024 CARS Project, from Public Works Superintendent Brent Morton. Mr. Morton explained that the project involves multiple cities and includes mill and overlay from 63rd Street to Johnson Drive, 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. There are also some stormwater repairs that will be done. Mr. Morton explained that, in the regular course of business preparing for this project, Johnson County wastewater found a force main along the corridor that was in bad shape. They were able to fast track that



repair to install 2,000 feet of new main prior to the start of the street project ensuring construction in this calendar year. The project was bid in April 2024 and bids were opened on April 26, 2024 with four bidders responding. Amino Brothers Co. Inc. submitted the lowest and most responsive bid at \$1,476,817.65. This was below the original engineer's estimate submitted to CARS. The numbers from CARS are a bit off due to the prior approval of replacement of the traffic signal, which will also be reimbursed through the CARS program. That will allow Staff to capture \$870,000 in return on the project. Mission will fund approximately 63% of the total construction cost, Roeland Park 14%, Fairway 22% and Prairie Village 1%. Each city has entered into interlocal agreements for this project. Construction is anticipated to begin in June/July 2024 and is estimated to be completed in December 2024. Mr. Morton also noted that, to Councilmember Chociej's point about pavement markings, Public Works has recently switched to a polymer paint which has shown a longer lifespan.

Councilmember Boultinghouse recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the regular agenda.

Award Roe Ave Construction Inspection Contract (2024 CARS Project)

Mr. Morton's second item of the evening was for approval of construction inspection for the Roe Avenue CARS project just presented. This work will ensure that quality construction, in accordance with the City's plans and specifications, will occur. Pfefferkorn has consistently provided cost effective, quality construction inspection services for major street projects over the last four years and will be able to inspect on a part-time basis and will be able to work on more than one City project at the same time which will save costs. Staff recommends approval of a construction inspection services agreement with Pfefferkorn Engineering & Environmental, LLC (Pfefferkorn) for construction inspection services for the Roe Avenue Rehabilitation Project in an amount not to exceed \$62,700.00

Councilmember Ryherd recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

Interlocal Agreement for Stormwater Systems Funding for 2024 Street Project



Mr. Morton's next item of the evening was for approval of an interlocal agreement with Johnson County. This is a newer program through Johnson County, for reimbursement for replacement of stormwater infrastructure with a condition rating higher than 3.2. Mr. Morton explained that this is why keeping stormwater ratings up to date with the County is so crucial as that allows Staff to apply for matching funds. The program has been available since 2021, and Mission has taken advantage of approximately \$1 million in reimbursements over that same time period. This funding is for the 2024 street program and the agreement before the Council tonight is the final agreement that allows for the submission of reimbursement once the project is complete. The county will reimburse 50% of the \$532,860 estimated total project cost or \$266,430.

Councilmember Boultinghouse recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the regular agenda.

Easement Acquisition for the 2024 Street Preservation Project and the 2024 Localized Drainage Projects

The next action item of the evening was from Public Works Director Stephanie Boyce, who presented easements for the 55th Street project and the 2024 localized drainage projects. Easements were necessary for Permanent Sidewalk Easements (PSEs), Permanent Drainage Easement (PDE), Permanent Road Right-of-Way Easement and Temporary Construction Easements (TCEs) are required. Mr. Morton was able to get 29 of the properties to sign easement documents. In order to move forward, Staff needs acceptance of the easements to have them recorded with the County.

Councilmember Ryherd recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

2025 Street Preservation Project Design

Ms. Boyce's next item was for the consideration of the 2025 street preservation project design. She mentioned that Staff dedicate \$2 million annually for street preservation projects guided by the PCI and previous geo-tech analysis. To maintain progress Staff, attempts to design the year prior to construction for these projects. In 2025 the focus will be on 61st Street from Broadmoor Street



to Barkley Street (16.4 PCI (Serious)); 62nd Street from Glenwood Street to Lamar Avenue (32.5 PCI (Very poor)); Reeds Road_from Johnson Drive to 58th Street (19.8 PCI (Serious)); and Beverly Drive from Dearborn Drive to Reeds Road (28.2 PCI (Very poor)). The 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. Staff seeks approval of a task order with Olsson for engineering services for the proposed 2025 Street Preservation project in an amount not to exceed \$274,197.

Councilmember Chociej recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the regular agenda.

Obligation of Funds for Operation Green Light Grant

The final action item of the evening was for approval of the obligation of funds for the Operation Green Light Grant. Ms. Boyce explained that these grant funds are through MARC and are for the Johnson Drive traffic light project. It is part of the Carbon Reduction Program that is available. The program focuses on mitigating carbon dioxide emissions from on-road transportation sources. In 2023 Mission applied for this grant to enhance the signals along Johnson Drive by installing network communications, pan-tilt zoom cameras and traffic signal controllers that will allow Johnson Drive to be part of the Operation Green Light program. The coordination of traffic signals helps to reduce unnecessary delays, improve traffic flow and reduce emissions that contribute to ozone pollution. The total project cost, including design, equipment, and installation is \$197,380.00. The local match required is \$39,480. Ms. Boyce has been working with KDOT who is administering the grant, and once documents are submitted the bid process for design can commence, followed by installation.

Councilmember Schmid asked for the area that will be impacted by the program. Ms. Boyce explained that it is along Johnson Drive from Broadmoor Street to Roe Avenue.

Councilmember Ryherd recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.



Discussion Items

There were no discussion items.

Department Updates

Mr. Almoney shared with the Committee that Saturday is outdoor Kids to Parks Day from 10:00 a.m. – 12:00 p.m. at Streamway Park, with a rainout location of the PCC. The rainout call will be made the following day. He also shared that the outdoor pool would open on Saturday, May 25 at noon. Mayor Flora asked if the pool was being filled and he said it is, they are ahead of schedule, and he is very excited. He also updated that there has been some slowdown on the progress at Water Works Park, but they are hopeful to finish pouring the trail soon and moving on to playground installation followed by restroom installation and then the parking lot.

Mr. Morton updated on the Foxridge project, which is almost completed. Signals are operational including the two on the Lamar Bridge. Operation Green Light will take over those signals and control them, however the region's Scout Cameras were recently hacked which has caused some issues around Kansas City. Staff are about three weeks away from those issues being resolved to allow traffic to move smoother. The 55th Street project tis moving along with stormwater work being completed and then the City's contractors can move in and start work. 61st and Broadmoor pedestrian stop signs are installed and up and running, and he has received good feedback on those.

Ms. Smith talked about upcoming meeting dates for consideration, but she wanted to bring to the Committee's attention that the June City Council Meeting and July Committee Meeting dates would be adjusted due to holidays. Additionally, there will be work session time for short-term rental policies, bike/ped plan, and conversations around incentive requests for Phase II of Sunflower Development, and a Bloch project. She asked that the Committee complete their availability on the handout provided to help with scheduling.

Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee was adjourned at 7:55 p.m.



Respectfully submitted,

Robyn L. Fulks, City Clerk

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Public Works	From:	Stephanie Boyce

RE: Stormwater Master Plan (Planning Assistance to States) Funding

RECOMMENDATION: Approve a contract with the U.S. Army Corps if Engineers for preparation of a Comprehensive Stormwater Master Plan using the Planning Assistance to States funding and obligate Mission's funds in an amount not to exceed \$178,000

DETAILS: Staff is seeking City Council approval for a contract with the U.S. Army Corps of Engineers (USACE) for the preparation of a Comprehensive Stormwater Master Plan. This plan will create a prioritized roadmap for proactive management of the City's stormwater system.

Staff has identified a critical need for a Stormwater Master Plan to address all aspects of stormwater management in Mission. This comprehensive approach will quantify the work needed to maintain the existing system, address legacy deficiencies through capital investments, and develop a system to prioritize these efforts. Additionally, a digital dashboard will be delivered to simplify stormwater system management.

The scope of work for the study will include:

- Reviewing and consolidating existing plans.
- Creating a systematic approach to prioritize maintenance and capital improvements.
- Formulating a stormwater-focused Capital Improvement Plan (CIP), considering alternative funding sources.
- Delivering a dynamic, dashboard-based tool for managing the stormwater system.

The City will contract with the USACE through the Planning Assistance to States (PAS) study. This study is conducted under the authority of Section 22 of the Water Resources Development Act (WRDA) of 1974, as amended, authorizing the Secretary of the Army to provide assistance in preparing a comprehensive water resources plan.

The USACE, Kansas City District, will conduct the PAS Study. The City of Mission, Kansas, will be the non-Federal sponsor, providing a fifty percent (50%) cost-share of the study. The USACE tasks for this study will be performed by the USACE via architect-engineering (A-E) contracts where designated.

Staff recommends the approval of a contract with the USACE for the completion of the Comprehensive Stormwater Master Plan and the obligation of the City of Mission's funds in an amount not to exceed \$178,000 from the Stormwater Utility Fund.

CFAA CONSIDERATIONS/IMPACTS: Effective and efficient stormwater management contributes

Related Statute/City Ordinance:	NA
Line Item Code/Description:	22-61-407-05 Stormwater Utility Fund
Available Budget:	\$178,000

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Public Works	From:	Stephanie Boyce

to the overall health, safety and vitality of the community making it attractive for residents and visitors of all ages and abilities.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	22-61-407-05 Stormwater Utility Fund
Available Budget:	\$178,000

CITY OF MISSION, KANSAS RESOLUTION NO. _____

A RESOLUTION OBLIGATING \$178,000 OF LOCAL MATCH FOR THE PLANNING ASSISTANCE TO STATES (PAS) FUNDING IN THE TOTAL AMOUNT OF \$356,000 ELLIGIBLE TO THE CITY OF MISSION, KANSAS THROUGH THE UNITED STATES ARMY CORPS OF ENGINEERS (USACOE) FOR THE PREPARATION OF A COMPREHENSIVE STORMWATER MASTER PLAN

WHEREAS, The Planning Assistance to States (PAS) study is conducted under the authority of Section 22 of the Water Resources Development Act (WRDA) of 1974, as amended, authorizing the Secretary of the Army to provide assistance in preparing a comprehensive water resources plan; and,

WHEREAS, Staff has identified a critical need for a Stormwater Master Plan to address all aspects of stormwater management in Mission; and,

WHEREAS, The City of Mission would like to take advantage of the available funding through the PAS and the USACOE for the preparation of a Comprehensive Stormwater Master Plan; and,

WHEREAS, the PAS is a cost share program that requires a fifty percent (50%) local match; and,

WHEREAS, the local match for the PAS is \$178,000 for a total project amount of \$355,000.

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

Section 1. The City of Mission obligates \$178,000 as the local match for the Planning Assistance to States funding from the Stormwater Utility Fund.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION on this 26th day of June 2024.

APPROVED BY THE MAYOR on this 26th day of June 2024.

Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND CITY OF MISSION, KANSAS FOR DEVELOPMENT OF A COMPREHENSIVE PLAN FOR MISSION, KS STORMWATER MASTER PLAN

THIS AGREEMENT is entered into this ____ day of _____, ___, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Kansas City District (hereinafter the "District Commander") and the City of Mission, Kansas (hereinafter the "Non-Federal Sponsor"), represented by the City Administrator.

WITNESSETH, THAT:

WHEREAS, Section 22 of the Water Resources Development Act of 1974, as amended (42 U.S.C. 1962d-16) authorizes the Secretary of the Army, acting through the Chief of Engineers, to provide assistance in the preparation of a comprehensive water resources plan (hereinafter the "Plan") to a State, group of States, or non-Federal interest working with a State, and to establish and collect fees for the purpose of recovering 50 percent of the costs of such assistance except that Secretary may accept and expend non-Federal funds provided that are in excess of such fee; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Government shall develop the Plan, in coordination with the Non-Federal Sponsor, in accordance with the attached Scope of Work, and any modifications thereto, that specifies the scope, cost, and schedule for activities and tasks, including the Non-Federal Sponsor's in-kind services. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

2. The Non-Federal Sponsor shall provide 50 percent of the costs for developing the Plan in accordance with the provisions of this paragraph. As of the effective date of this Agreement, the costs of developing the Plan are projected to be \$356,000, with the Government's share of such costs projected to be \$178,000 and the Non-Federal Sponsor's share of such costs projected to be \$178,000, which includes creditable in-kind services projected to be \$0 and the amount of funds required to meet its cost share projected to be \$178,000.

a. After considering the estimated amount of credit for in-kind services that will be afforded in accordance with paragraph 4, if any, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the initial fiscal year of development of the Plan, with a fiscal year beginning on October 1st and ending on September 30th of the following year. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government by delivering a check payable to "FAO, USAED, Kansas City G5" to the District Commander or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

b. No later than August 1st prior to each subsequent fiscal year during development of the Plan, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government using one of the payment mechanisms specified in paragraph 2.a. above.

c. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's costs of developing the Plan, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

d. Upon completion or termination of the Plan and resolution of any relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, Kansas City G5" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund any remaining unobligated amount. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of costs, including contract claims or any other liability that may become known after the final accounting.

3. In addition to its required cost share, the Non-Federal Sponsor may determine that it is in its best interests to provide additional funds for development of the Plan. Additional funds provided under this paragraph and obligated by the Government are not included in calculating the Non-Federal Sponsor's required cost share and are not eligible for credit or repayment.

4. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

5. The in-kind services include those activities (including services, materials, supplies, or other in-kind services) that are required for development of the Plan and would otherwise have been undertaken by the Government and that are specified in the Scope of Work and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the Scope of Work. The Government shall credit towards the Non-Federal Sponsor's share of costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind services, including associated supervision and administration. Such costs shall be subject to audit in accordance with paragraph 9 to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

a. As in-kind services are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind services shall not exceed the Non-Federal Sponsor's share of costs.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind services are completed and credit is afforded; for the value of in-kind services obtained at no cost to the Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

6. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Plan. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

7. Upon 30 calendar days written notice to the other party, either party may elect, without penalty, to suspend or terminate further development of the Plan. Any suspension or termination shall not relieve the parties of liability for any obligation incurred.

8. The parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

9. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

a. The Government may conduct, or arrange for the conduct of, audits of the Plan. Government audits shall be conducted in accordance with applicable Government cost principles

and regulations. The Government's costs of audits for the Plan shall not be included in the shared costs of the Plan, but shall be included in calculating the overall Federal cost of the Plan.

b. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

10. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

11. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as shown below. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

If to the Non-Federal Sponsor: City Administrator City of Mission, Kansas 6090 Woodson Street Mission, Kansas 66202

If to the Government: Planning Assistance to States Manager CENWK-PMP-F, Rm 539 Kansas City District Corps of Engineers 601 E. 12th Street Kansas City, Missouri 64106

12. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

13. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF MISSION, KANSAS

BY: ______ Travis J. Rayfield, PE, PMP Colonel, U.S. Army District Commander

BY: _____ Laura Smith City Administrator

DATE: _____

DATE:

Appendix A

SCOPE OF WORK

DEVELOPMENT OF A COMPREHENSIVE PLAN PAS - MISSION, KS STORMWATER MASTER PLAN FEDERAL FISCAL YEAR 2024 AGREEMENT

The City of Mission, Kansas will partner with the U.S. Army Corps of Engineers (USACE) under the Planning Assistance to States (PAS) Program to prepare an updated Stormwater Master Plan. The Comprehensive Stormwater Master Plan will create a prioritized roadmap to enable proactive and holistic management of the City's stormwater system. The study approach addresses all aspects of stormwater management in Mission, including quantifying the work needed to maintain the existing system and capital investment needed to address legacy deficiencies, development of a system to prioritize these efforts, and a digital dashboard deliverable to simplify stormwater system management.

This study will accomplish this by reviewing and consolidating existing plans, creating a systematic approach to prioritize maintenance and capital improvements, formulating a stormwater-focused capital improvement plan (CIP) with consideration of alternative funding sources, and creating a dynamic, dashboard-based deliverable. The study will use updated rain-on-grid and 2 dimensional hydrologic and hydraulic modeling to identify additional areas of flood risk, develop additional flood estimates, and assist in the formulation of plans consisting of recommended flood risk and water quality improvement projects.

USACE Kansas City District is the district conducting this study. Certain aspects of the study will be performed by U.S. Army Corps of Engineers (USACE), Kansas City District staff. The primary tasks of modeling and developing the updated stormwater master plan will be conducted by architect-engineer (A-E) contractor. Kansas City District has expertise in this area and has effectively supervised and managed similar studies in the past. It is more cost effective for the majority of tasks on this study to be performed by A-E contract.

The Planning Assistance to States (PAS) study is conducted under the authority of Section 22 of the Water Resources Development Act (WRDA) of 197 4, as amended (42 U.S.C. 1962d-16) authorizing the Secretary of the Army, acting through the Chief of Engineers, to provide assistance in the preparation of a comprehensive water resources plan to a State, group of States, or non-Federal interest working with a State. The non-Federal sponsor for this PAS agreement is the City of Mission, Kansas (City). The City will provide the non-Federal fifty percent share of study costs via cash contribution. The tasks for this study will be designated as performed by USACE or by A-E contractor.

STUDY PERIOD OF PERFORMANCE: The expected overall study duration is approximately August 2024 through August 2026 encompassing executing the agreement, receipt of funds, study work, draft and final reports / plans, report reviews, and study administrative and financial closeout.

USACE PLANNING & OVERSIGHT

The USACE Kansas City District will manage this study in accordance with requirements for the PAS Program. USACE will conduct the required planning including plan formulation for the study, and supervision for the development of products and the study report. The USACE will conduct coordination, communications and

hold meetings as required to ensure effective coordination between all participants and the ensure adequate study progress. The USACE shall manage the overall budget and schedule, and prepare budget summaries and progress reports as needed. The USACE shall conduct contract scope development, contract acquisition, and contract management activities. **USACE Task**

1. Contractor Project Management, Communications and Workshops

The Contractor shall assign a Project Manager to the study and will perform project management, coordination, budget and schedule management of contract activities. The Contractor shall prepare periodic Engineering Form 93 payment invoices, monthly or at an interval commensurate with work progress, in accordance with instructions provided upon contract award. The Contractor shall prepare a schedule using Microsoft Project, Excel or other suitable software for contract activities. The Contractor shall prepare and send out contract task monthly status reports including budget status reports. meeting agendas for all meeting, meeting minutes, schedules and schedule updates.

The Contractor will conduct monthly progress meetings with City and USACE representatives to provide updates on project progress, budget and schedule status, current issues, anticipated issues, and any potential variances to the Scope of Services. All meetings are assumed to be in-person but Webex or Microsoft Teams meetings are acceptable at the request of or with concurrence of the City.

A total of four (4) workshops will be conducted, lasting two (2) hours each. Workshops will be coordinated with study tasks. The workshops will consist of:

- Workshop 1: Stormwater Model Presentation and Verification.
- Workshop 2: Stormwater Project Prioritization System Development.
- Workshop 3: Stormwater CIP Development and Alternative Funding Identification.
- Workshop 4: Dashboard User Experience Development.

Contractor Task

Task 1 Deliverables Meeting agendas, meeting memorandums, progress reports, billing documents, Workshop documents, Workshop memorandums.

2. Review of Prior studies, Data & Reports

Complete a review of relevant existing planning studies, to include at least the following:

- Stormwater Asset Management Plan.
- Stormwater Master Plan (BV, 2010), and associated modeling.
- Johnson County Stormwater Management Program (SMP) Watershed 1 Master Plan.
- Mission Funding Study (BV, 2022).
- Storm sewer risk data based maintained by the SMP System Management Program.
- Available spatial data.

Contractor Task

Task 2 Deliverable Technical memorandum summarizing previous studies and information reviewed.



Exhibit 1. Extent of 2010 Master Plan Model & Proposed 2 Dimensional Modeling

3 Stormwater Model Refinement

Update the 2010 Stormwater Master Plan model to reflect the results of Task 2 field investigations (1D refinements) and to capture flood risk in areas which are underserved, or not served, by a stormwater conveyance system. The 2010 Stormwater Master Plan modeling utilized two design events with 10- and 100-year recurrence intervals. The Contractor will update this model to also simulate 2-, 5-, and 25-year design storms. Update the 2010 Stormwater Master Plan model to reflect any additional field investigations completed since the creation of the 2010 model.

The 2010 Stormwater Master Plan model shall be refined to include areas simulated using a 2D modeling approach to capture flood risk in areas underserved, or not served, by a stormwater conveyance system. The areas to be simulated using this approach are shown in Exhibit 1. The 2D surface will be used to complete hydrologic calculations, using a rain-on-grid approach, as well as hydraulic calculations. The results of this model refinement will inform development of solutions to mitigate flood risk in 2D modeled areas.

The refined stormwater model will be validated by comparing model results to known flooding issues at Workshop 1 (Stormwater Model Presentation and Verification). The model will then be modified as needed to match observed conditions and create a validated stormwater model. **Contractor Task**

Task 3 Deliverables

- Refined stormwater model digital files.
- Technical memorandum summarizing model updates.

4. Flood Risk and Water Quality Improvement Projects Development

Utilize the validated stormwater model to identify areas of flood risk not already addressed by previous planning documents for development of solutions in these areas. Collaborate with City staff to identify up to five (5) distinct areas to develop solutions to mitigate identified flood risk. Develop conceptual designs and an estimate of probable cost for each of the five (5) areas.

Develop up to five (5) water quality improvement projects at locations identified collaboratively with City staff. Develop conceptual designs and an estimate of probably cost for up to five (5) water quality improvement projects at locations identified with City staff. **Contractor Task**

Task 4 Deliverables

• Technical memorandum summarizing development of improvement projects, including conceptual designs, figures, and estimates of probable cost.

5. Stormwater Maintenance and Capital Improvement Project Prioritization and CIP Development

Collaborate with City staff in Workshop 2 to develop a system whereby maintenance and stormwater capital improvements will be prioritized. This system will be comprised of multiple prioritization factors which reflect

priorities to be addressed, such as prior life safety issues, cost, complexity, public benefit, anticipated disruption, external funding availability, etc.

These factors will them be organized to create a ranking system whereby maintenance and capital investment activities are prioritized for funding. The Contractor will then use this system to prioritize maintenance and capital investment needs, including those identified in previous planning studies and the flood risk and water quality solutions developed in Task 4. In collaboration with City staff in Workshop 3, this prioritized list will be used to create a stormwater CIP.

The Contractor will also match stormwater CIP projects to funding opportunities which can be leveraged together to reduce the City's funding burden. **Contractor Task**

Task 5 Deliverables

- Prioritized stormwater CIP, delivered in digital spreadsheet format, which also identifies potential outside funding sources.
- Technical memorandum summarizing development of the prioritization system.

6. Dashboard-Based Comprehensive Stormwater Master Plan

Deliver the results of the Comprehensive Master Plan as a dashboard-based deliverable. This deliverable will include:

- A digital dashboard deliverable based in Power BI. This dashboard will provide a flexible set of tools which can allow for easy access to, and visualization of, the stormwater CIP, implementation of the project prioritization system, details on capital projects, and planned maintenance activities. These tools will provide accurate information to both Public Works staff as well as straightforward summaries to communicate needs to the City's governing body.
- Report Submissions & Review: A report compiling technical memorandums developed for Tasks 2 through 5, as well as the development of the digital dashboard. This will serve as the Master Plan & PAS Study Report.
 - The Contractor shall submit a draft report for review by the City staff and USACE.
 - The goal will be for USACE to provide consolidated City and USACE comments in tabular format to the Contractor within 30 calendar days of submission of the draft report.
 - The Contractor shall develop responses & proposed report modifications, in collaboration with City and USACE staff as appropriate. Proposed responses and modifications to the report will be submitted in the comment table to the USACE within 30 days after receipt of comment table, unless resolution of comments requires more time.
 - The Contractor will submit the final report to USACE 14 calendar days after receiving approval of proposed responses and report modifications from USACE via email.

The digital dashboard will be developed after Workshop 4, in which the specific dashboards and modules will be developed in collaboration with City staff. This workshop will be used to confirm that the dashboards to be created align with Public Works, City Administrator, and Governing Body user needs, as applicable. Following

delivery of a draft master plan dashboard and draft technical memorandum, the Contractor will conduct a meeting to gather feedback, and then produce final deliverables. **Contractor & USACE Task**

Task 6 Deliverables

- Digital dashboards, in Power BI format
- Draft and Final Comprehensive Stormwater PAS / Master Plan reports, draft report quality assurance comments and responses

7 - Quality Control & Assurance

The USACE and the City shall conduct quality assurance over the study activities and study deliverables. The contractor shall be required to prepare a Quality Control Plan (QCP) and conduct quality control activities in accordance with USACE procedures. The QCP will be reviewed by the USACE Project Manager (PM) and designated City representative. The QCP will be approved by the USACE Contracting Officer's Representative (COR). The plan shall document the quality review process and resolution of issues and comments as products are completed. **Contractor & USACE Task**

Task 7 Deliverables Draft & final QCP, quality control review comments and responses, QCP completion & signatures.

Appendix B

BUDGET

DEVELOPMENT OF A COMPREHENSIVE PLAN PAS - MISSION, KS STORMWATER MASTER PLAN FEDERAL FISCAL YEAR 2024 AGREEMENT

PAS Agreement Tasks	Federal	State	Total	Non-Federal Contribution	Estimated Schedule
USACE Planning & Oversight	\$30,000	\$30,000	\$60,000	Cash	Aug 24 – Aug 26
1 Contractor PM,	\$20,000	\$20,000	\$40,000	Cash	
Communications & Workshops					Dec 24 – Jun 26
2 Review of Prior Studies,	\$7,000	\$7,000	\$14,000	Cash	
Data & Reports					Dec 24 – Mar 25
3 Stormwater Model	\$35 <i>,</i> 000	\$30,000	\$65,000	Cash	
Refinement					Dec 24 – Aug 25
4 Flood Risk & WQ Projects	\$30,000	\$42,000	\$72,000	Cash	
Development					Jun 25 – Jan 26
5 Stormwater Maint. &	\$15,000	\$15,000	\$30,000	Cash	
Capital Impr. Prioritization &					Jul 25 – May 26
CIP Development					
6 Dashboard Based	\$30,000	\$22,000	\$52,000	Cash	
Stormwater Master Plan					Jul 25 – Jun 26
7 Quality Control & Assurance	\$11,000	\$12,000	\$23,000	Cash	
					Dec 24 – Jun 26
Total	\$178,000	\$178,000	\$356,000	Cash	

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Public Works	From:	Stephanie Boyce

RE: Cooperative Agreement with Bike Share KC for maintenance and operation of thirty (30) e-Bikes through the Bike Share Program

RECOMMENDATION: Approve a Cooperative Agreement between the City of Mission and Bike Share KC for the maintenance and operations of thirty (30) e-Bikes.

DETAILS: In mid-2023, the City of Mission and Roeland Park jointly applied for an extension of the Bike Share Program. This initiative aims to introduce 30 e-bikes in Mission and 20 e-bikes in Roeland Park, enhancing mobility options in northeast Johnson County and integrating electric bikes (e-bikes) into the community.

This is a joint application and grant award with Roeland Park where Mission is the lead agency and project sponsor. As the lead agency and project sponsor, Mission will pay all costs up front and enter into an interlocal agreement with Roeland Park for reimbursement. Roeland Park will enter into a separate Cooperative Agreement with Bike Share KC.

The total project cost, including e-bikes, batteries, bike racks, wayfinding signage, promotional materials, and operational expenses for five years is \$628,810. The local match required is \$125,760. A portion of the grant award includes the costs of operation and maintenance over a five-year period. These costs will be paid quarterly to Bike Share KC through this cooperative agreement. Roeland Park, while not directly paying for operation and maintenance, will also enter into a cooperative agreement with Bike Share KC. Below is the breakdown of funding for Mission's portion of the operations and maintenance:

Operations	Quantity	Cost per year	Total Cost	Federal Funds	Local Match Total
Operations, Year 1	30	\$1,600.00	\$48,000.00	\$38,400.00	\$9,600.00
Operations, Year 2	30	\$1,664.00	\$49,920.00	\$39, 936. 00	\$9,984.00
Operations, Year 3	30	\$1,730.56	\$51,916.80	\$41,533.44	\$10,383.36
Operations, Year 4	30	\$1,799.78	\$53,993.47	\$43, 194. 78	\$10,798.69
Operations, Year 5	30	\$1,871.77	\$56, 153.21	\$44,922.57	\$11,230.64
Total (5 years)			\$259,983.48	\$207,986.79	\$51,996.70

Under the cooperative agreement, Bike Share KC is responsible for the installation, management, operation, and maintenance of e-bike sharing stations. These stations will

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

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Public Works	From:	Stephanie Boyce

be located in various parks and key locations within the two cities. The contract will be effective for five years from the start of the service.

A summary of the financial terms includes:

- Bike Share KC will bill the City \$1,600 per bike on a quarterly basis.
- Operating fees are subject to an annual increase of up to 4%.
- The City will receive a portion of any sponsorships and fares to offset maintenance and operations costs.
- The grant will supplement operations costs with just under \$208,000 for Mission over the five years.

Staff recommends entering into a cooperative agreement with Bike Share KC for the maintenance and operation of 30 e-bikes through the Bike Share Program. The agreement is under review by the City Attorney and will be available in advance of the June 26 City Council meeting.

CFAA CONSIDERATIONS/IMPACTS: This bike share program will add an additional transportation option for all users while reducing carbon emissions in the City and throughout the region.

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

City of Mission	Item Number:	8.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Public Works	From:	Brent Morton

RE: Buyout of Evergy traffic signal located at the Roe Ave. and Johnson Dr. intersection in connection with the Roe Ave. (Johnson Dr. to 63rd St.) Pavement Rehabilitation Project.

RECOMMENDATION: Approve the buyout of the Evergy traffic signal located at the Roe Ave. And Johnson Dr. intersection in connection with the Roe Ave. (Johnson Dr. to 63rd St.) Pavement Rehabilitation Project in an amount not to exceed \$43,519.98.

DETAILS: The Roe Ave. (Johnson Dr. to 63rd St.) Pavement Rehabilitation Project is the City's 2024 CARS project and includes 2-inch mill and overlay, sidewalk and retaining walls, stormwater improvements, traffic signal replacement, pavement markings, and associated appurtenances. Design was completed by Olsson in December 2023.

The existing traffic signal at this intersection is owned and maintained by Evergy and the City pays a monthly fee for its operation. Based on experience in previous projects, Staff has determined that it makes sense financially to buy out the unexpired life of the Evergy signal and install a City-owned traffic signal. This benefits the City financially in the long term and provide us with the ability to control or modify the signal as needed in the future. Since this project is the City's 2024 CARS project, the County funding can be applied to a portion of the construction costs which helps offset the initial cost of installing a new signal.

Staff obtained a quote from Evergy to buy out the unexpired life of the signal. This cost includes removal and coordination with the City's contractor for the during installation of the new traffic signal. The City's contractor will install the new signal poles and equipment prior to removal of the Evergy signal so that the new signal will be operational once the old signal is removed. The total cost for the buyout is \$43,519.54 and was included in the total budgeted project costs.

The Council previously approved the purchase of the traffic signal equipment in an amount not to exceed \$151,644.98 at the April 17, 2024 meeting. The traffic signal purchase was approved prior to the award of the overall contract due to an extensive lead time estimate.

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:	25-90-805-60 CIP Fund
Available Budget:	\$43,519.98

>> evergy	INVOICE	Invoice No: Invoice Date: Page:	MS-008927 5/15/24 1 of 1
Remit To: UMB - Kansas City Evergy Metro, Inc. P. O. Box 871681 Kansas City MO 64187-1681 United States		Customer No: Payment Terms: Due Date:	MISSI00041 N15 DAYS 5/30/24
Bill To: City of Mission Kansas Attn Brent D Morton Public Works Superintendent 4775 Lamar Ave Mission KS 66202 United States		To assure proper credit, please Return Remittance copy with your pay Make checks Payable to Evergy.	yment.
For billing questions, please call 816	-556-2200		
Line Description 1 Purchase of Traffic signal at Roc	Ave and Johnson Dr.		Amount 43,519.98
		Subtotal:	43,519.98
		AMOUNT DUE:	43,519.98 USD
Evergy contact: Tina Steele 816 668 7727			

Wire/ACH Instructions

Bank: UMB Bank ABA NO: Account: Addenda: MISAR, MISSI00041

City of Mission	Item Number:	9.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Parks + Recreation	From:	Penn Almoney

RE: Powell Community Center (PCC) South Bathrooms Remodel

RECOMMENDATION: Approve a contract with MAC General Contracting for the demolition and remodeling of the two south bathrooms at the Powell Community Center in an amount not to exceed \$62,000.

DETAILS: The Powell Community Center's two south bathrooms were originally installed with the 1999 original construction of the center. A myriad of rental groups, maintenance and use impacts have deteriorated the facilities over the last 25 years. The floors, counters, stall dividers, mirrors and wall tile need to be replaced with fixtures that are more durable, aesthetically pleasing, easier to maintain and invite visitors to see the value in their patronage to the Center.

Restroom remodels are widely recognized as adding value to any facility. Recent remodeling investments for the locker rooms and north bathrooms have yielded positive feedback from patrons and have helped save time and resources for facility and maintenance staff.

As staff progresses through some of the last large, deferred maintenance projects, it is important for the City to select projects that add value to the patron experience. Renovating the PCC south bathrooms provides an opportunity to enhance amenities and also create a refreshed space that could also increase interest from potential customers and through word-of-mouth marketing. These changes, coupled with the revised and strong brand identity the PCC currently has, are intended to enhance and improve future use and revenue.

The 2024 Parks + Recreation Capital Improvement Plan includes \$35,000 for remodeling the two south bathrooms. In preparing for this capital project, staff considered various replacement objectives including aesthetics, durability, ease of maintenance, and impact to patrons (time to replace). With those objectives in mind, staff reviewed vendor solutions along with industry best practices and concluded that the most cost-effective, safe, visually appealing and maintenance-friendly options were metallic epoxy flooring, stone counters, high density polymer dividers and industrial hinges. Similar to the north bathroom renovations, staff is planning to save on costs by reusing the toilets, sinks and fixtures, which are touchless and were replaced during the COVID-19 pandemic.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$65,000

City of Mission	Item Number:	9.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Parks + Recreation	From:	Penn Almoney

There are additional maintenance concerns with the south bathrooms where previous leaks caused damage to tile walls, flooring and fixtures. When preparing to solicit quotes, Staff anticipated higher bids than were secured for the recent north bathroom remodel due to the structural damage and the increased square footage of the south bathrooms. In consideration of this budget overage, Staff was able to find \$30,000 in savings from at least one vendor in the Andersen Park parking lot resurfacing project that will be brought forward to Council later the year.

Quotes were solicited from eight (8) bathroom remodeling contractors, four of whom responded. Bid amounts are included in the table below.

Contractor	Total
Thrive Homes LLC	\$59,894
MAC General Contracting	<mark>\$62,000</mark>
Citywide Remodelers	\$85,740
Kings Collective	\$126,000

Thrive Homes, LLC submitted the lowest bid by \$2,106, but had several price disclaimers that Staff believes will push the final cost beyond the all-inclusive quote from MAC General Contracting. MAC General Contracting has extensive experience working on both small and large-scale projects and completed the PCC north bathroom renovations with quality craftsmanship and without asking for contingency increases.

MAC General Contracting have staff available to complete the project within the twoweek PCC closure from August 19-31. Staff recommends approving a contract with MAC General Contracting for the demolition and remodel of the two PCC south bathrooms in an amount not to exceed \$62,000. This project was approved in the 2024 Parks + Recreation CIP and will be paid from Parks + Recreation Sales Tax funds.

CFAA CONSIDERATIONS/IMPACTS: This work will help ensure the Powell Community Center patrons of all ages and abilities will be able to enjoy the conference

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$65,000

City of Mission	Item Number:	9.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Parks + Recreation	From:	Penn Almoney

space and its support facilities for many years to come.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$65,000



ESTIMATE #	DATE	EXPIRES
186	05/08/2024	06/07/2024

Title: Mission CC Restroom Phase #2

CUSTOMER

Mission Community Center Penn Almony

PROJECT

Restroom Phase #2 PROJECT #: Mission CC #2

SUMMARY

Demo:	
Plumbing- Remove all Toilets, Urinals, Sinks, Traps, Mixers, and Sink Shut Off Valves.	
Finishes: Remove all Dispensers, Mirrors, Trash Receptacles, Change Stations, Vanity Tops,	
and Partitions.	
Tile- Remove all Floor tile down to Concrete. Remove all Wall Tile and Backerboard down to Studs.	
-Remove Ceiling Sheetrock to run power for New Lights	
Installation / Remodel	
Plumbing	
-Install (12) New Sink Shutoff Valves	
-Mount existing porcelain toilets and urinals with (3) New Chrome and Valves over New Tile	
(due to gasketing dry out after removal, and valve stick once removed from	
water supply, there is no warranty on existing Chrome / Flush devices)	
- Install NEW Granite Couter tops with backsplash - Cut to match current sink cutouts.	
- Install Existing Sinks, Faucets, Mixers into:	
New Granite Counter Tops (Pattern with More Viens, or pattern to help identify locations easier)	
Check for any water or Drain leaks behind walls. Repair / Replace anything in PVC or Copper lines that are	
exposed by demo, that appear compromised or actively leaking.	
(Anything Exceeding 8 Manhours, and/or \$200.00 materials will need to be addressed as additional Cost)	
Electrical	
-Replace existing Can Lights with New LED Can Lights	
-Replace GFCI Outlets, Switches and Cover Plates in a White Finish	
-Replace Egg Crate Covers over Existing Lights above sinks and urinals	
- Install New Additional Can light in Men's Bathroom towards middle of the room.	
-Repair Ceiling Sheetrock	
Flooring	
-Grind and Etch concrete floor	
- Apply Smoke Grey Epoxy coat to both bathrooms (Match South Bathrooms)	
Wall Finish	
-Replace any studs rusted and/or compromised due to water damage or, damaged beyond use during der - Install 1/2" Cement Backerboard to 5' Above Finished Floor at perimeter of bathrooms, and 5/8" sheetroc top of backer board to ceiling line. Tape / Mud Joints to a smooth finish	
top of backer board to centing the. Tape / Mud Joints to a smooth thism	



ESTIMATE #	DATE	EXPIRES
186	05/08/2024	06/07/2024

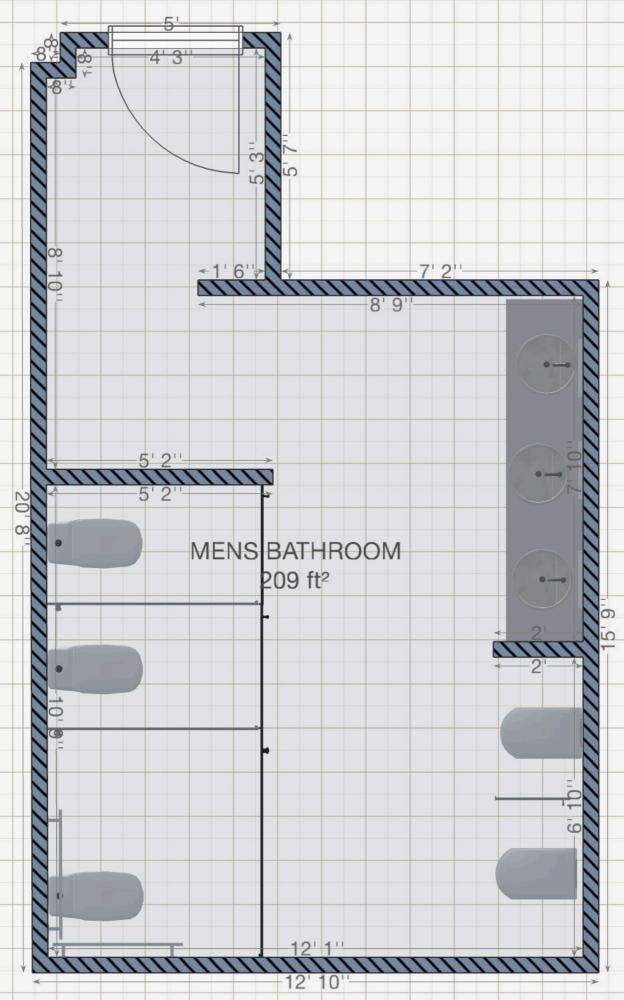
MAC GENERAL CONTRACTING LLC

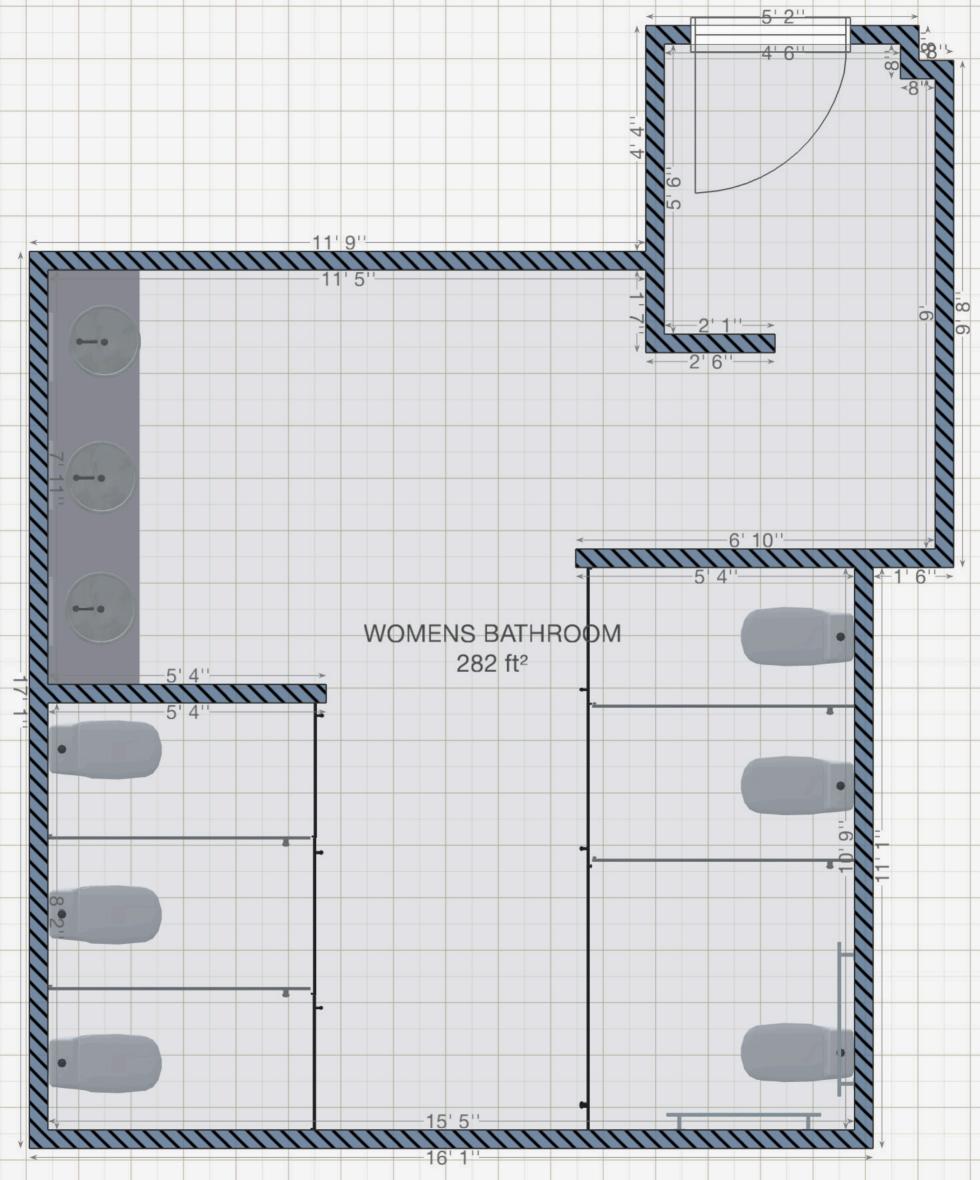
 Apply White Subway tile with white grout, and Schluter edge top and Corners. Prime and Paint Sheetrock to match previous bathroom. (Sherwin Williams Grey) Partitions: Phenolic Qty: 9 Restroom Stalls w/ Doors, Floor Mounted/Overhead Braced, ss Hardware Qty: 2 Urinal Screen 24"x58", Wall Hung, ss Hardware Installed Per Manufacturers Installation Instructions ***** Finishes: (6) New Oval Framed Mirrors above sink base Mount Existing Soap, Paper Towel Dispensers and Trash Cans Install Wall Blocking for Facility's New Diaper Stations Mount (9) New Surface Mount, Double Roll Toilet Paper Dispensers Mount (6) New Sanitary Napkin Disposal Units in Stalls for Womens Restroom
- Remount Handicap Bars
Includes all Demo, Disposal, Labor and Materials for a Completed Finished Product_ - Excludes Warranty on Existing Plumbing and Dispensers (Storage Area for Materials and Finishes being reused)

	Total
Mission CC Restroom Phase #2	\$62,000.00

Total	\$62,000.00
Tax: (0%)	\$0.00
Subtotal	\$62,000.00











City of Mission	Item Number:	10.
ACTION ITEM SUMMARY	Date:	June 5, 2024
PARKS & RECREATION	From:	Penn Almoney

RE: PCC Indoor Track Resurfacing

RECOMMENDATION: Approve a contract with Regents Flooring for the removal and replacement of the rubber indoor track surface in an amount not to exceed \$134,135.

DETAILS: The Powell Community Center's track surface is a high-density textured rubber that absorbs pressure and has excellent traction. Mondo rubber surfacing was originally installed due to limited competitors and durability claims. It was originally guaranteed for 10-15 years and has surpassed industry expectations by lasting 25 years. The track was scheduled for replacement in the 2020 Parks and Recreation Capital Improvement Program (CIP) and delayed due to decreases in expected use and financial considerations related to the COVID-19 pandemic. Specific sections are now experiencing seam separation and compaction.

Based on the performance of the Mondo surfacing, the decision was made to replace the track with the same material. Staff solicited quotes for product removal, surface leveling and new product installation, and the Mondo Track manufacturers recommended three regional installers: Interior Surface Enterprises, LLC, Regents Flooring and FDC Contract.

FDC Contract was non-responsive and Interior Surface Enterprises, LLC opted out. Regents Flooring bid is listed below.

Contractor	Total
FDC Contract	Non-responsive
Interior Surface Enterprises, LLC	Opted Out
Regents Flooring	\$134,135

Regents Flooring anticipates a 2-week project timeline which coincides with the PCC closure. The quote includes a one-year installation, workmanship or arrangement warranty from the date of substantial completion. Mondo surfacing includes a limited warranty that covers manufacturing defects for one year and excessive wear for ten years from the date of shipment.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$140,000

City of Mission	Item Number:	10.
ACTION ITEM SUMMARY	Date:	June 5, 2024
PARKS & RECREATION	From:	Penn Almoney

The project is slated to be begin during the facility closure the last two weeks of August 2024. It is funded by the Parks + Recreation sales tax fund and was approved for \$140,000 in the 2024 Parks + Recreation Capital Improvement Plan.

Due to an eight-week lead time on production of the flooring, the City Administrator would plan to authorize the expenditure following the Committee meeting and ask the Council to ratify the expenditure at the June 26, 2024 City Council meeting. If we wait until June 26 to issue a notice to proceed to the manufacturer, the City risks not being able to complete the track replacement during the two-week facility closure at the end of August.

CFAA CONSIDERATIONS/IMPACTS: This work will help ensure that Community Center patrons of all ages and abilities will be able to enjoy the indoor walking track for many years to come.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$140,000



DB Flooring, LLC dba REGENTS FLOORING

A Woman Owned Business (WBE/DBE)

PROPOSAL

TO: Powell Community Center DATE: 5/13/24 PROJECT: Powell Community Center Running Track

FOR THE NET SUM OF: \$127,340.00 Excludes Tax

Regents Flooring proposes to furnish and install Resilient Athletic Flooring (Mondo Sportflex 8mm) over exiting running track floor, demo and install Resilient Landing Tile (match Existing) as needed to create a flush transition & Resilient base.

<u>Alternate 1:</u> Demo and install new rubber athletic flooring (Ecore Everlast 8mm to match existing) to create level flooring heights between the new track and existing weight room and cycling room: Add \$6,795.00

<u>Alternate 2:</u> Install new Ecore Everlast 8mm rubber athletic flooring over exist rubber flooring in weight room and cycling room: Add \$35,620.00 (Installing in this manner would not carry a warranty from the manufacturer.)

<u>Alternate 3</u>: Demo all existing rubber athletic flooring in track and weight/cycling rooms:

Add \$24,500.00

Inclusions/Exclusions:

- Price effective for 30 days.
- Moving of furniture and or fixture <u>not</u> included.
- Waxing, buffing and vacuuming <u>not</u> included.
- All work to be performed during regular hours (7 am 3:30 pm M-F)
- No floor protection paper/plastic included.
- Area must be free, clear, and broom swept prior to installation of new flooring.
- Disconnecting and reconnecting of electronic equipment shall be by the owner.
- Loose items and personal belonging shall be moved by the owner.
- Assumes elevator is available for deliveries.
- Removal and disposal of existing flooring is included only for areas described above.
- Minor floor prep included (minor imperfections and cut joints only). No other floor prep is included. No grinding, leveling, skim coat, or deep fill is included.

Terms: Materials – Net 30 days from date of shipment. Installation – Payments to be made by the 10th of each month covering 90% of that portion of the work performed during the previous month with final payment to be made within 30 days after completion of the work covered by this contract.

Accepted:

By:_____ Date:_____

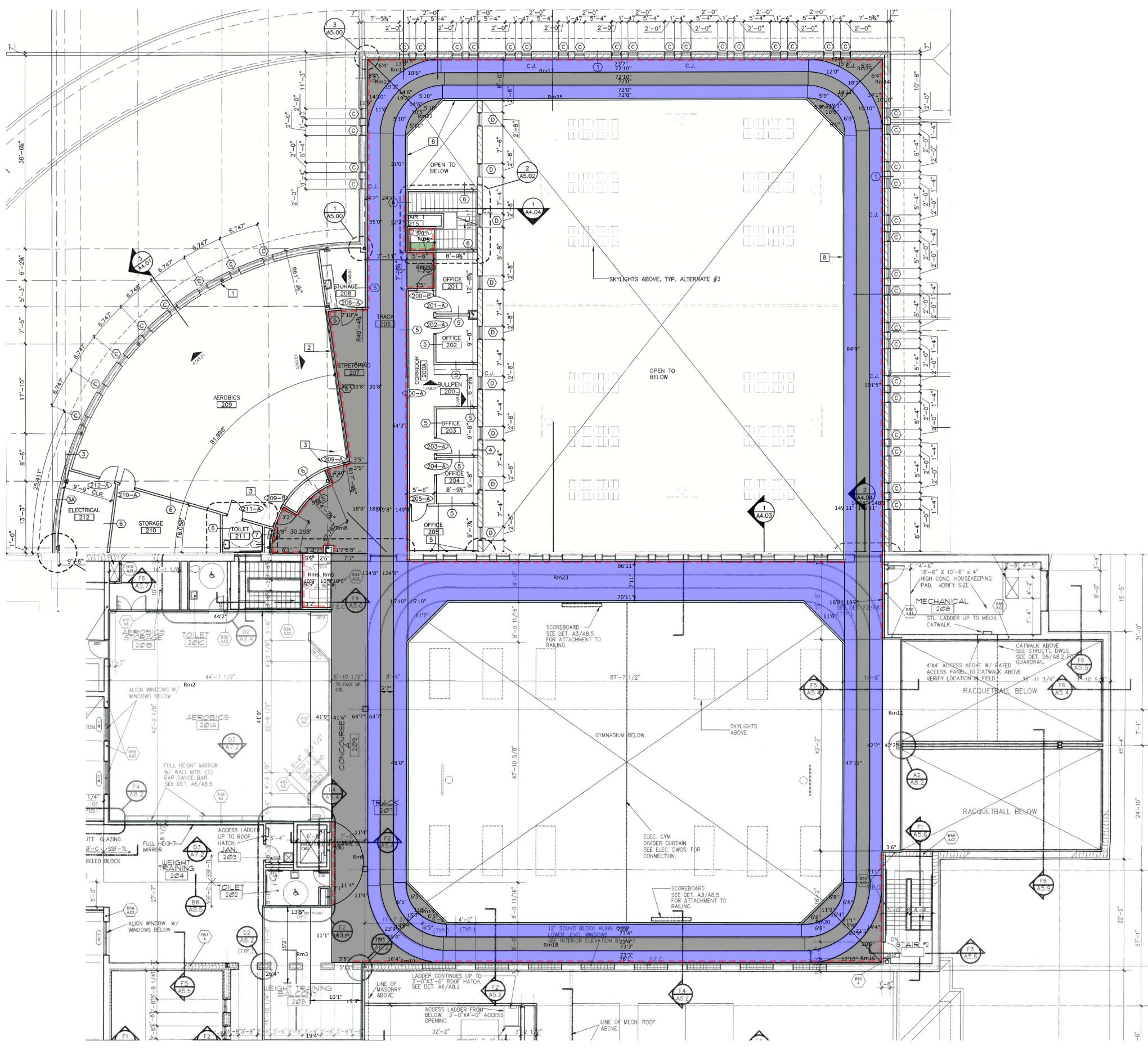
Sincerely,

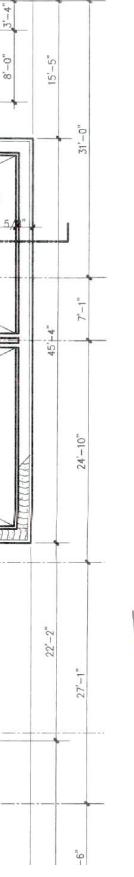
<u>Caleb Stellíck</u> Caleb Stellick Estimator

Federal – <u>https://www.sam.gov</u> (Search Records, then Quick Search, then Cage Code Search: 7JMN2) Kansas DBE – <u>https://kdotapp.ksdot.org/dbecontractorlist</u> Missouri DBE- <u>https://www6.modot.mo.gov/MRCC/CompanyDetails/Details/11311</u> Missouri – Certification #11040 – <u>https://apps1.mo.gov/MWBCertifiedFirms/</u>

WBE City of Kansas City – Certified







City of Mission	Item Number:	11.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Parks + Recreation	From:	Penn Almoney

RE: Rock Creek Trail Fence Painting

RECOMMENDATION: Approve the bid from CertaPro Painters to power wash, prime and paint 1,438 linear feet of steel fence along the Rock Creek Trail in an amount not to exceed \$23,145.56.

DETAILS: The fence along the Rock Creek Trail has endured UV, weather and patron use damage over the years, which removed paint and primer in large sections of the steel fence. Some of the most exposed sections of fence, along the southern edge of Target, have begun oxidizing. The fence maintenance was initially considered as an internal staff project; however, after several vendors discussions about the scope of work necessary to return the fence to an acceptable condition, it was determined that the time and experience necessary exceeded staff's abilities.

The deterioration of the fencing is common and typically escalates once that final coat of paint is weathered. The anchors and fence components are solid and worth maintaining. Vendors also shared that this fence would last decades with the proper protection and maintenance.

The scope of work includes:

- 1,438 total linear feet
- 900 If eastern portions
 - o Power wash, prime
 - 2 coats acrylic black paint
- 538 In ft western portion
 - Blast, epoxy coat primer
 - 2 coats acrylic black paint

Six vendors were solicited with three responsive quotes received as summarized in the table below:

Vendor	Amount	Timeline
CertaPro Painters	\$23,145.56	2 weeks
Sharper Impressions Painting	\$31,600	10-14 days
Blast It Clean	\$75,191	2 weeks

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$25,000

City of Mission	Item Number:	11.
ACTION ITEM SUMMARY	Date:	June 5, 2024
Parks + Recreation	From:	Penn Almoney

This project was not initially included in the 2024 CIP; staff will continue to find costsavings in other projects to fund the fence maintenance project.

Staff is recommending approval of a contract with CertaPro Painters who were the lowest and most responsive bidder for \$23,145.56. This project will be paid for from the Parks + Recreation Sales Tax Fund.

CFAA CONSIDERATIONS/IMPACTS: Repair and replacement of aging components keeps facilities safe, efficient and allows residents and visitors to engage as a community within dynamic facilities.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$25,000



Greg Nezerka 9858 Pflumm Road Lenexa, KS 66215 (913) 722-1616

JOB SITE

Parks and Rec of Mission, KS - Comm-Ext - JOB-1393-7942 6180 Barkley Street Mission, Kansas 66202 (913) 722-8213 Tshaffer@missionks.org

CLIENT

Parks and Rec of Mission, KS 6200 Martway St Mission, KS 66202

(913) 722-8213 Tshaffer@missionks.org

CLIENT CONTACTS

Taylor Shaffer M: (913) 722-8213 E: Tshaffer@missionks.org

PRICING:

Balance	\$23,145.56
Total:	\$23,145.56
KS Sales Tax	\$2,008.06
Subtotal:	\$21,137.50
Rock Creek Trail - Railing Along Trail	\$21,137.50

SURFACE PREPARATION

STANDARD LEVEL OF PREP

Unless stated otherwise in pictures and/or text in this proposal, this project is priced to include our standard level of prep. This includes the following: - Pressure wash or hand wipe down surfaces being painted in order to remove dirt, algae, and chalking to ensure proper adhesion. This step is for cleaning not

paint removal.

- Scrape loose and peeling paint. Please Note** Scraping will not result in a smooth finish. There will be ups and downs where paint was removed.

- Spot priming bare wood, rusted surfaces, and bare metal in areas being painted. We do not spot prime areas being stained.

- Only areas where the caulk has previously failed will be re-caulked.

SET-UP

Client To:

Customer to trim back any landscaping, trees, or bushes at least three feet away front the surfaces to be worked on. Customer to ensure CertaPro has full access to all areas to be worked in.

CertaPro Will:

Any areas or surfaces not to be worked on will masked off or covered.

CertaPro will provide all labor and materials to complete the work, unless specifically noted otherwise in this proposal

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. Upon Completion: All tools, supplies & equipment will be removed from the property.

PROPOSAL AND COLOR SPECIFICATIONS

 Surface/Item
 Product
 Paint / Primer Coats
 Color

 Rock Creek Trail - Railing Along Trail
 Color
 Color
 Color

PREPARED BY

John Lewin Commercial Sales Associate (816) 520-3613 jlewin@certapro.com

http://Shawnee-Mission.certapro.com

Handrails Along Trail:- match existing colors.

Scuff sand, wipe clean (with Krud Kutter), power wash, prime, apply 2 coats of paint.

Mask and protect all areas not to be painted.

Power & Water to be provided by customer. If power & water are not able to be provided, then CertaPro will provide these at an additional charge.

Excluded areas: any surfaces not listed above.			
Siding - Metal Railing - West	Pro Industrial Waterbased Alkyd Urethane-Alkyd	2/1	TBD - Black - Railing
side - Hard Roll	(waterborne)-Low Sheen		
	DTM Wash Primer		
Siding - Metal Railing - East	Pro Industrial Waterbased Alkyd Urethane-Alkyd	2/1	Match Exisitng -
Side - Hard Roll	(waterborne)-Low Sheen		Black - Siding
	DTM Wash Primer		
Wash			
Krud Kutter	Krud Kutter	1/0	Match

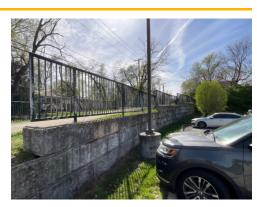
ADDENDUM - ALL PICTURES



Rock Creek Trail - Railing Along ...



Rock Creek Trail - Railing Along ...



Rock Creek Trail - Railing Along ...



Rock Creek Trail - Railing Along ...



Rock Creek Trail - Railing Along ...



Rock Creek Trail - Railing Along ...



Rock Creek Trail - Railing Along ...



Rock Creek Trail - Railing Along ...

NOTES

*Prep and paint the following items..

*CertaPro will not make any substrate repairs to surfaces to be painted, unless specifically noted in this proposal.

*Work to be completed during normal business hours of Monday-Saturday from 8:00 am to 6:00 pm.

* If an extreme color change is made on any surface an addational coat may be required for an addational fee.

*Customer to provide access to water and electricity on site. If Customer cannot provide these items then CertaPro will provide them at an additional cost to this proposal.

*Portions of the sidewalks, and parking lot will need to be blocked off to perform the work.

*Cars will need to be relocated form the areas to worked in to avoid overspray.

*A water tank will be needed to perform the work, and the pricing for that is included in this proposal.

Includes:

railings.

Excludes:

Man doors, man door frames, maintenance free windows and doors, soffits, gutters, downspouts, step stringers, roof flashing, trim, overhead doors, and bollards.

In the event CertaPro is requested to perform "touch-up" work in any areas, we will not warranty this work as we recommend against it, and advise to paint the entire wall from corner to corner to insure color uniformity.

CertaPro will attempt to match the existing color(s), as requested by Customer, but can not guarantee an exact match.

ADDITIONAL NOTES

OUR CERTAINTY SERVICES SYSTEM: To ensure that the project meets your expectations, we will:

- Meet with you at the beginning of the project to ensure all information is up to date and accurate.
- Communicate with you daily to inform you of what has been completed, what will be done tomorrow and any possible
- issues.
- And finally, have you do a final inspection with us to make sure that you are completely satisfied with the completed
- project.

ROTTING WOOD

If rotted wood is identified during the painting project, you will be notified. It is not always possible to identify rotting wood during the estimating process.

SIGNATURES

Jun Jun

Authorized Client Signature Date

CertaPro Painters Authorized Signature

Date

04/15/2024

Authorized Client Representative Name & Title

PROPERTY PHOTO AND VIDEO RELEASE

□ By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively "CertaPro"), taking photographs and video of the property identified in this Proposal (the "Content"). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property's owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property's owner, may have in connection with the Content.



Date

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIBALE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCELLAND NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AMAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOUR ON DATE CONTRACT OR SALE; OR YOU MAY, IF YOU WIST, ICOMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AMAILABLE TO THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AMAILABLE TO THE SELLER'S OR THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAMI TO:

Name of Seller Greg Nezerka

DATE OF TRANSACTION	-
NOT LATER THAN MIDNIGHT OF	

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse.
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN ADOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

City of Mission	Item Number:	12.
ACTION ITEM SUMMARY	Date:	June 26, 2026
Community Development	From:	Brian Scott

RE: Request For a Waiver to Park a Recreational Vehicle on Residential Property Located at 6681 Woodson Drive

RECOMMENDATION: Approve a resolution granting a one-year waiver in accordance with Section 320.020 (C) of the Mission Municipal Code to the residents of 6681 Woodson Drive to allow for storage of a recreational vehicle on the driveway of the home.

DETAILS: The owners of the property located at 6681 Woodson Drive own a Sprinter Camper Van that is approximately twenty-three (23) feet in length and 10,000 pounds gross vehicle weight. They have owned this vehicle for several years and have stored it on the driveway of their home.

Section 320.020 of the Mission Municipal Code addresses parking and storage of these types of vehicles and states that such vehicles, *"shall not be allowed on residential property unless such vehicles or conveyance or equipment is parked in the back yard or side yard behind the front building line (defined as that portion of the building structure that is closest to the street) on the owner's lot or lots or in an enclosed structure such as a garage."* A complete copy of Section 320.020 is included in the packet.

In order to comply with the code, the owners would have to store the camper in the rear yard, but there is an in-ground pool in the backyard and access through the side yards is limited. The side yard is only five (5) feet, not providing enough room for storage or even passage to the back yard. And the vehicle is too tall to store in the garage. Photos have been included in the action item to illustrate the situation.

The code further requires that a waiver can be granted by the City Council in writing and only after a public hearing has been held where the property owners within 200 feet may have the opportunity to be heard. The code further stipulates that if a written protest is presented to the City Clerk or City Council, then a super majority (6 votes) is required to grant the waiver. The code also states that the waiver may only be granted for one year.

As previously stated, the owners have owned this vehicle for several years. The situation was recently brought to the attention of City Staff by a nearby resident that believed this situation may be a violation of the municipal code. Upon investigation, this vehicle is in violation of the code. The owners are requesting a waiver so that they may have time to plan about what to do with the vehicle. Staff would also like to do further research to understand what other cities have done with similar circumstances and if

Related Statute/City Ordinance:	Section 320.020 of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

City of Mission	Item Number:	12.
ACTION ITEM SUMMARY	Date:	June 26, 2026
Community Development	From:	Brian Scott

zoning standards have changed for such vehicles.

A public hearing has been scheduled for the June 26, 2024 City Council meeting. Notices will be sent to neighbors within 200 feet as well as published in the Legal Record. At the public hearing, testimony will be taken following which the Council will make a decision on the request for the waiver. Council has the discretion to grant a waiver for a period less than one year. can make a determination to grant the waiver for one year, or a time shorter than one year, or not at all.



CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	Section 320.020 of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

CITY OF MISSION, KANSAS

RESOLUTION NO.

A RESOLUTION GRANTING A WAIVER OF SECTION 320.020 OF THE MISSION MUNICIPAL CODE TO THE OWNERS OF 6681 WOODSON DRIVE, MISSION, KANSAS FOR THE PURPOSE OF STORING A RECREATIONAL VEHICLE ON THE DRIVEWAY OF THE PROPERTY.

WHEREAS, Mark and Connie Wehmeyer (the "Owners") own property located at 6681 Woodson Drive in Mission, Johnson County, Kansas; and

WHEREAS, the Owners also own a Sprinter Camper Van that they store on the driveway of the subject property; and

WHEREAS, Section 320.020 of the Mission Municipal Code stipulates that recreational vehicles such as campers must be stored behind the front building line and that on corner lots the front building line includes not only the front of the building, but also the side of the building facing the side street; and

WHEREAS, Section 320.020 of the Mission Municipal Code further requires that owners of a recreational vehicle may request a waiver of this stipulation from the City Council after a public hearing has been held and all owners/occupants of properties within 200 feet of the subject property where the recreational vehicle is being stored have been notified of the public hearing and have had an opportunity to provide testimony or file a written protest at the public hearing; and

WHEREAS, such public hearing was held before the City Council on June 26 2024 at which time testimony and/or protests were taken into consideration.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSION KANSAS:

Section 1. Granting of A Waiver of Section 320.020 – The Owners have been granted a waiver of Section 320.020 of the Mission Municipal Code allowing them to store one (1) Sprint Camper Van generally described as being approximately 23 feet long in the driveway their home located at the following address:

6681 Woodson Street Johnson County Parcel ID# KP23000008 0003 In the City of Mission, Johnson County, Kansas

Section 2. Conditions of Waiver – This Waiver is granted with the following conditions:

- A. The subject camper van will be kept in working and usable condition at all times.
- B. Registration and license of the subject camper van shall be maintained at all times.
- C. The subject camper van will be stored in a neat and orderly manner on the driveway of the subject property with nothing stored around it or on top of it.

Section 3. Term of Waiver - The waiver shall be in effect for one year from the date of adoption of this resolution.

Section 4. Revocation of Waiver - The City reserves the right to revoke the Waiver at any time due to a failure on the part of the Owners to comply with the conditions of the Waiver as stipulated in Section 2.

Passed by the City Council this 26th day of June 2024.

Approved by the Mayor this 26th day of June 2024.

Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM:

David Martin, City Attorney

Chapter 320 Parking Regulations

Section 320.020 Recreational Vehicles and Like Conveyances.

[Ord. No. 704 §1, 4-8-1987; CC 2000 §14-302; Ord. No. 1342 §2, 3-16-2011]

- A. Parking Restricted. Vehicles with a gross weight in excess of eight thousand (8,000) pounds; trucks equipped with campers designed for use upon a truck; buses designed for camping or with a gross weight in excess of eight thousand (8,000) pounds; trailers; boats and boat trailers; camping trailers; mobile homes; camper and like conveyances or equipment shall not be allowed on residential property unless such vehicles or conveyance or equipment is parked in the back yard or side yard behind the front building line (defined as that portion of the building structure that is closest to the street) on the owner's lot or lots or in an enclosed structure such as a garage. On corner lots, such vehicles, conveyance or equipment shall be parked behind the front building line from either street or be suitably screened from view of the street. The parked vehicle or like conveyance must remain in operable condition not to create a nuisance to the surrounding neighborhood.
- B. Special Permits. A special permit to park such vehicle, conveyance or equipment described in Subsection (A) closer to the street than the front building line may be obtained from the Public Works Department as follows:
- 1. A seven (7) day permit issued to non-owners of the residence for which the seven (7) day special permit is requested. A seven (7) day special permit may not be obtained more than twice each calendar year.
- 2. A forty-eight (48) hour special permit limited to the owner/occupant of the residence. There shall be issued only one (1) forty-eight (48) hour special permit in a thirty (30) day period.

Under no circumstances may such vehicles, conveyances or equipment described in Subsection (B)(l) be parked within twelve (12) feet of the curb or street.

There shall be no more than two (2) vehicles for which a special permit is requested at the premises for which the special permit is sought.

C. Waiver. When it is impossible to park any such vehicle in compliance with Subsection (A) because the size of such vehicle exceeds the physical dimensions of the property line or because of the topography of the land, the owner of such vehicle or his/her agent may submit a written request for a waiver of Subsection (A) which shall be considered by the Governing Body. The presence of fences or shrubs shall not constitute grounds for requesting a waiver. The presence of a tree with a trunk diameter in excess of six (6) inches may be considered as part of the topography.

The Governing Body may grant a waiver in writing to the owner of any such vehicle for a period not exceeding one (1) year provided that:

- 1. The vehicle does not encroach upon any easements or other interest in land held by others besides the owner of the vehicle.
- 2. Such vehicle, when parked, does not constitute any visibility problem for traffic on public roads within two hundred (200) feet of such vehicle.

- 3. There shall not be more than two (2) vehicles for which a waiver is requested at the premises for which a waiver is sought.
- 4. No such vehicle shall be parked within twelve (12) feet of the curb or street and no waiver may be granted for this requirement.
- D. Notice. Written notice of such proposed waiver shall be mailed to all owners and occupants of lands located within two hundred (200) feet of any portion of the premises for which a waiver is being requested and an opportunity granted to interested parties to be heard. The notice shall be mailed at least ten (10) days prior to the hearing before the City Council on such waiver. The notice shall contain a general description of the vehicle for which a waiver is being sought, including size and weight, and a general description of the location upon which such vehicle is going to be parked.
- E. If a written protest against such waiver is presented to the City Council at the time of the hearing or to the City Clerk prior to the hearing signed by one (1) or more of the owners or occupants of lands to whom notice is required, then such waiver shall not be granted except by at least three-fourths (³/₄) vote of all the members of the Council.
- F. Fees. Applicants for a waiver shall submit a fee as established in the schedule of fees set out in Chapter 103 Section 103.075.
- G. Assignment Prohibited. Special permits and waivers shall not be assigned to any other person or vehicle.