



## **COMMUNITY DEVELOPMENT COMMITTEE AGENDA**

**WEDNESDAY, JANUARY 8, 2025 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 (<https://zoom.us/join>). Information will be posted, prior to the meeting, on how to join at <https://www.missionks.org/calendar.aspx>. Please contact the Administrative Offices, 913-676-8350, with any questions or concerns.*

### **PUBLIC COMMENTS**

### **PLANNING COMMISSION ACTION ITEMS**

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

### **PUBLIC PRESENTATIONS / INFORMATIONAL ONLY**

### **ACTION ITEMS**

1. Acceptance of the December 10, 2024 Community Development Committee Minutes – Robyn Fulks ([page 4](#))

Draft minutes of the December 10, 2024 Community Development Committee meeting are included for review and acceptance.

2. Award Appraisal and Acquisition Contract for the Johnson Drive Street Rehabilitation Project – Stephanie Boyce ([page 15](#))

Award a contract to Skeens Consultant Services for appraisal and acquisition services for the Johnson Drive Street Rehabilitation Project. The project involves the acquisition of approximately 23 commercial easements and/or right-of-way and is funded in part by federal funds. All appraisal and acquisition activities must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and KDOT guidelines. Tasks include coordination and communication with property owners, right-of-way research, appraisals and offer services, acquisition and negotiation and easement or deed preparation and recordation.

3. Award On-Call Inspection Services Contracts – Stephanie Boyce ([page 17](#))

Staff recommends awarding on-call inspection services contracts to GBA and Pfefferkorn Engineering and Environmental and entering into master agreements with each firm. The contracts will have an initial term of three years, beginning January 20, 2025, with an option to extend for an additional 24 months.

4. Rock Creek Channel Design Contract (Woodson to Reeds) – Brent Morton ([page 19](#))

In September 2022, the City Council approved a task order with Olsson to conduct a Preliminary Project Study (PPS) for the Rock Creek Channel from Woodson Street to Reeds Road. The PPS identified Alternative 3 as the preferred solution for the Rock Creek Stormwater Improvements Project, and the City has subsequently received SMP funding to proceed with the project. Staff recommends awarding the design for the Rock Creek Stormwater Improvements to Olsson in an amount not to exceed \$975,385 paid from the Stormwater Utility Fund.

5. 2025 CARS Interlocal Agreement with Johnson County and Prairie Village – Brent Morton ([page 23](#))

Approve an Agreement between the City of Mission, Johnson County, and the City of Prairie Village for the public improvement of 63rd Street from Nall Avenue to Roe Avenue as part of the 2025 CARS Project.

6. Pavement Striping Contract Award – Brent Morton ([page 33](#))

This project includes installation/refresh of pavement markings on Lamar Ave. (West 61st Street crosswalk), Martway Street (Woodson to Broadmoor), Roeland Drive (Johnson Drive to SM Parkway.), 61st Street (Metcalf to Broadmoor), Broadmoor (Martway to 61st Street.). Staff recommends approval of a contract with Heartland Traffic Services in an amount not to exceed \$85,000.

7. Amendment to Section 500.034(aa) of Mission’s Municipal Code Pertaining to the Regulation of Accessibility for Buildings and Facilities - Brian Scott and Kalin Bird ([page 44](#))

The City adopted the 2018 International Building Codes in 2022 with a number of amendments. Staff recently discovered that those amendments omitted Chapter 11 of the IBC which pertains to accessibility for buildings and facilities and is recommending this amendment to re-instate Chapter 11 of the 2018 IBC.

8. Adoption of the Johnson County Environmental Sanitary Code, 2025 Edition – Brian Scott and Kalin Bird ([page 48](#))

Johnson County Department of Health and Environment is responsible for enforcement of the County’s Environmental Sanitary Code, which pertains to the construction, maintenance, and operation of private wastewater systems in the county, including septic tanks. There about 30 homes in the city of Mission that are on septic tank systems. The

County recently adopted the Johnson County, Kansas Environmental Sanitary Code, 2025 Edition and are asking all cities adopt the code by reference.

9. Adoption of the 2025 Johnson County Aquatic Health Code – Brian Scott and Kalin Bird ([page 52](#))

Johnson County Department of Health and Environment is responsible for enforcement of the County's Aquatic Health Code, which pertains to the construction, maintenance, and operation of public swimming pools in the county. In addition to the two municipal pools, there are about half a dozen public swimming pools in the city of Mission. These are almost entirely in apartment complexes or townhome developments. The County recently adopted the 2025 Johnson County Aquatic Health Code and are asking all cities adopt the code by reference.

## **DISCUSSION ITEMS**

### **OTHER**

10. Department Updates - Laura Smith

**Mary Ryherd, Chairperson**  
**Josepha Haden Chomphosy, Vice-Chairperson**

<b>City of Mission</b>	Item Number:	1.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Administration</b>	From:	Robyn Fulks

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

**RE:** December 10, 2024 Community Development Committee minutes.

**RECOMMENDATION:** Review and accept the December 10, 2024 minutes of the Community Development Committee.

**DETAILS:** Minutes of the December 10, 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**

December 10, 2024

The Mission Community Development Committee met at the Powell Community Center and virtually via ZOOM on Tuesday, December 10, 2024. The following Committee members were present: Brian Schmid, Debbie Kring, Ben Chociej, Mayor Sollie Flora, Josepha Haden Chomphosy. Councilmember Ryherd joined the meeting via Zoom. Councilmember Loudon and Councilmember Carpenter-Davis were absent. Councilmember Haden Chomphosy called the meeting to order at 7:23 p.m.

The following staff were present: City Administrator Laura Smith, City Clerk Robyn Fulks, Deputy City Administrator Justin Carroll, Deputy City Administrator Brian Scott, Public Works Director Stephanie Boyce, Chief Dan Madden, and Parks and Recreation Director Penn Almoney.

### **Public Comments**

Councilmember Haden Chomphosy reminded the public they can participate via the chat feature on Zoom. All comments would be visible to the group. Public comments are limited to three minutes per person.

There were no public comments.

### **Planning Commission Items**

There were no items from the Planning Commission.

### **Public Presentations/Informational Items**

There were no public presentations.

### **Action Items**

#### **Acceptance of the November 6, 2024 Community Development Committee Minutes**

Minutes of November 6, 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.

### **Revisions to the Mission Municipal Code Section 320 – Parking of Commercial and Recreational Vehicles**

Deputy City Administrator Brian Scott presented revisions to the City's code section 320 regarding the parking of commercial and recreational vehicles. He explained that these revisions came about when the First Baptist Church approached staff about a new commercial vehicle they needed to purchase, as the passenger van they currently own and operate is no longer insurable. While the passenger van was acceptable to park in their lot, which is in a residential area, the new vehicle will have dual wheels and will not be able to be parked in their parking lot under the current code. Staff began by updating the code to allow for that vehicle, and added language re-writes before the changes were reviewed by the City Attorney's office. Staff ended up adding a section permitting certain type of vehicles in a R-1 district if the vehicles is owned by a church, school or daycare that is transport groups. Section 320.020 was updated pertaining to the parking and storage of recreational vehicles on residential property. Recently there have been cases of property owners who are parking vehicles in driveways that technically should not be parked there. These changes will adjust those requirements and allow parking in driveways for some types of smaller recreational vehicles. The definitions are mostly what were changed to provide for a new definition of a recreational vehicle and to remove the weight provision. There are permit requirements in the code that will be left in place. The permit piece also allows for Council permission to park in a driveway if parking behind the property line is not able to be done. The only removal from the permit piece was the one-year maximum on the required waiver, to allow for more Council discretion.

Councilmember Haden Chomphosy asked if there is recourse if a waiver is used but in the future, someone wants to contest it. Mr. Scott explained a petition could be filed with the City Clerk, but it would stand unless taken up by the Council again. Ms. Smith added that Staff would be able to explain to someone who had taken issue with the permit why it was granted. If there were new facts or new complaints, the waiver could be revisited by the Council.

Councilmember Chociey stated that he would like to avoid creating a situation where a waiver is issued but then revoked in a future year. He would like a cap on the waiver because of that issue. He believes, in the end, the flexibility is necessary but he does hesitate to give that much control to the Council. He is

happy to see the weight definitions have been removed, along with Section 320.025 which speaks to storing recreational vehicles on commercial property to ensure that the changes are not restricting parking a recreational vehicle at a storage facility. Mr. Scott explained that type of allowance would be made under a Special Use Permit, and that the piece of the code speaking to it is more speaking to business owners storing a boat or the like at their commercial space.

Councilmember Kring asked to clarify how the one-year waiver process, which is currently in place but is being removed, works, and if a second one-year waiver can be applied for. Mr. Scott explained that the one-year waiver is a one-time thing to give the resident time to make other arrangements for the vehicle currently. Removing the one-year only allowance gives more flexibility for residents and staff and gives the Council more discretion.

Councilmember Schmid 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.

### **Award On-Call Engineering Consultants**

Public Works Director Stephanie Boyce presented the third item of the evening for approval of a contract award for on-call engineering consultants. She explained that the contract with the current on-call engineers expires at the end of 2024, therefore a request for qualifications went out in October for the services. On-call engineering is used for stormwater work, roadway traffic design, along with grant writing and development review support. Eighteen proposals were received in October and six firms were brought in for an interview. Each demonstrated strong qualifications, experience, and expertise. The process was very competitive, and it was difficult to choose the best firm. The group was narrowed down to a top 3, where specialized skills that aligned with the City's priorities were evaluated. Those included dedicated grant funding teams, community engagement specialists to engage stakeholders effectively, stormwater expertise, watershed management and 2-D modeling, AI technology for pavement assessment, and dedicated parks and planning staff. After consideration and review, Staff recommends selecting Olsson and Burns & McDonnell as the City's two on-call engineering consultants. Both offer experience, specialized knowledge, and expertise to meet the City's needs. Both will support Staff by delivering high quality services to help maximize resources and work through projects each year. Funding will vary based on project needs. A master agreement will be entered into with each firm and then each individual

project to be completed will be managed through a system of task orders.

Councilmember Schmid 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.

### **Obligation of Funds for Johnson Drive Rehabilitation Project**

Ms. Boyce's second item of the evening was for consideration of an obligation of funds for the Johnson Drive Rehabilitation Project. She explained that In 2022, the City of Mission applied for Surface Transportation Block Grant (STBG) funds through the Mid-America Regional Council (MARC) for the Johnson Drive Rehabilitation Project. This federal funding, administered by the Federal Highway Administration, supports various infrastructure improvements. The project is taking place along Johnson Drive between Lamar and Metcalf and is a vital, 4-lane, arterial road that serves as a regional east-west corridor and has been undergoing redevelopment. This project aims to enhance the corridor by fostering revitalization, improving connectivity, and reducing traffic congestion and greenhouse gas emissions. The current infrastructure, which has aged and deteriorated. Improvements will include pavement and curb replacement, stormwater enhancements, native plantings, trees, widened sidewalks, and new streetlights and traffic signals. These enhancements aim to improve safety, walkability, and overall usability for residents and visitors. The required local match of \$5,010,000 for construction is anticipated to be funded through the City's Capital Improvement Program (CIP) through debt financing (bonds) as well as with anticipated contributions from the Johnson County CARS program. Staff recommends the obligation of funds and executing a City-State agreement with the Kansas Department of Transportation (KDOT), the agency who will administer the federal funds.

Councilmember Kring asked for an update on the crosswalk piece across Johnson Drive at Riggs. Ms. Smith explained that it will happen in connection with this project and the exact location is currently being refined in the design process. A HAWK signal is what will be placed there, and those are typically not used in intersections but rather at mid-block locations so as not to confuse drivers and pedestrians. Olsson is working with staff to find the best option near Riggs for the crossing. That finalized design will be shared out once it is ready. The crossing will be installed as part of the project.

Ms. Smith added that, because cash flowing a \$12 million project is not



something the City can do, she has been working on debt financing options for this project. She anticipates bringing that piece back in the first quarter of 2025 with a bond financing scenario and proposal for consideration. The reason for the timing is mostly due to the easement acquisition process, which will be lengthy and cumbersome for this project. A little over \$1 million is budgeted just for that piece of the project.

Mayor Flora commented to add that the STBG funds are on a reimbursement basis rather than being given upfront, which contributes to the cash flow issues with this project. Ms. Smith confirmed that it is correct. Ms. Boyce added that the STBG funds are an 80/20 split with 80 being paid by the grant fund and 20% by the city.

Councilmember Chociey noted that the area of Johnson Drive and Braodmoor Street as having several utilities underground that have caused issues with previous projects. Ms. Boyce explained that plans will be sent to utility companies in the next month to work through that coordination. Ms. Smith stated she thought she remembered a significant AT&T vault under the street there when the Broadmoor project was underway. Ms. Smith also added that Staff was waiting to hear and see what KDOT would be doing to the Johnson Drive and Metcalf interchange. Currently, they are only electing to make repairs to the Metcalf Bridge rather than realignment and reconstruction. Staff is in continual contact with KDOT to understand when those repairs will take place and how that will interact with the planned work along Johnson Drive.

Councilmember Chociey 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.

### **Mowing Contract Renewal**

Ms. Boyce's third item of the evening was for approval of the renewal of a mowing contract with Kansas Land Management for 2025 in the amount of \$85,625.24. Ms. Boyce explained that since 2010, the City has contracted mowing services for parks, facilities, and other public grounds to optimize costs and Public Works staff time. About 60 acres of public green space is mowed, including a bit of KDOT right-of-way that is not as well maintained as it could be along Shawnee Mission Parkway. Parks are mowed weekly, and KDOT areas are mowed monthly. The contract was bid in 2023 with a one-year contract with an option for annual renewal through 2027. There is a built-in annual increase

of 3% that is requested as part of the renewal. The increase is \$2,493.00 over last year's total. Ms. Boyce also reported that they did ask for electric equipment usage quotes, however that equipment only includes string trimmers and blowers, and increased the quoted amount by \$30,000. The staff recommendation is to move forward with the standard contract, while seeking feedback on the electric piece.

Councilmember Chociej asked how much electric equipment would be used to justify the cost. Ms. Boyce explained that the only electric equipment being used would be string trimmers and blowers, electric mowers which would handle the volume of work to be done are not readily available at this time. A very small amount of the overall work done as a part of the contract would be done with electric equipment. She explained that the high-cost difference is because the equipment would likely need to be purchased by the contracted company as most do not keep that type of equipment in inventory. Councilmember Chociej expressed his eagerness for any impact here, especially as small engines are some of the worst polluters, however he does not feel like there is a benefit to going with the electric option for the large price increase.

Councilmember Schmid recommended this item be forwarded to the City Council for approval without the electric option component. All on the committee agreed, and this item will be on the consent agenda.

### **Parking Agreement for Park-and-Ride Lot (Martway)**

Mr. Scott returned for the final action item of the evening, to speak to a parking agreement for the park-and-ride lot on Martway Street. He explained that The Brain Group, LLC owns the former Security Bank Building at 5201 Johnson Drive, as well as the satellite parking lot on the south side of Martway Street. The Brian Group is currently in negotiations with Sunflower Development Group to sell the satellite parking lot to accommodate Sunflower's Phase II of The Lanes at Mission Bowl project.

Because the sale will reduce the amount of available parking for the office building Drive, The Brain Group and Sunflower Development are considering a shared parking easement where by tenants (or their visitors) of the office building can utilize up to 25 parking spaces on the Phase II property during the day, and residents (or their visitors) of Phase II can utilize up to 25 parking spaces on the office building property during the evening.

The Brain Group intends to use the proceeds from the sale of the satellite parking lot to improve the parking available on the 5201 property by adding up to 60 additional parking spaces.

Despite the addition of these spaces, The Brain Group has lease obligations with its tenants to provide a specific total number (275) of parking spaces. In order to fulfil this obligation, The Brain Group has requested to use up to 15 parking spaces at the City owned park-and-ride lot on the south side of Matway Street.

The park-and-ride lot was acquired in 2008 to serve as a public parking lot for those utilizing the Mission Transit Center. The lot has a total of 21 parking spaces. The lot has been underutilized since its construction. Staff suspects that transit riders often park in the satellite parking lot because of its closer proximity to the transit center. When construction of Phase II on the satellite parking lot begins, those riders will naturally be displaced to the park-and-ride lot, but we anticipate this will be a small number.

The proposed parking agreement outlines the terms for the use of the park-and-ride lot as additional parking for the tenants of the bank building property. These terms include no more than 15 parking spaces in the park-and-ride lot can be utilized by tenants of the bank building for their employees or visitors; the agreement is nonexclusive, meaning that there is no obligation on the part of the City to commit 15 parking spaces to the tenants. Anyone – tenant, transit rider, or the general public has the right to park on the lot; the agreement is for a period of three (3) years with an option to renew on a monthly basis for up to one additional year; The Brain Group will provide an annual lease payment of \$2,500 and snow and ice removal for the parking lot and sidewalk; and during the World Cup (2026) the park-and-ride lot will not be available for tenants or visitors to the 5201 Johnson Drive building as it is believed it will be used for World Cup attendees transportation.

Councilmember Chociey asked how the owner of the building would be adding parking spaces, he assumed that structured parking would have to be built. Mr. Scott explained that the building owner will be using proceeds from the sale of the satellite lots to redesign the area of the building where the drive through of the bank used to be, and parking will be added there. Councilmember Chociey also said it may be advantageous to think about selling the park and ride lot parcel if those spaces can be replaced elsewhere close to the transit center.

Councilmember Chociey 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.

### **Discussion Items**

#### **Update on Implementation of Short-term Rental Licensing Program**

Mr. Scott presented the only Discussion Item of the evening, an update on staff's progress in implementing the short-term rental changes and the process for their licensing. Mr. Scott explained that, after the short-term rental ordinance was passed, staff began working on details of the implementation. They entered into a contract with Granicus, a software company for municipal services, one of which is short-term rental compliance. Their services include pulling data on short term rental offerings within the city and compiling them each month. Granicus identified about 26-30 properties in the community that are active. Staff reviewed the list and did see some repeat addresses, so he believes the number in Mission is closer to 14-15, most of which staff had not seen before and therefore are not licensed for long-term rental currently.

Mr. Scott explained that a new page has been added to the City's website specifically speaking to short-term rentals. Additionally, the online application has been updated for the short-term rental licenses and public information will go out through social media and communication avenues. Notices will go out this week to license holders and those who appear on the Granicus report.

Councilmember Chociey asked Mr. Scott if staff had been satisfied with the Granicus work and Mr. Scott confirmed they have been. Ms. Smith added that she also had that question and has reviewed the contract as the total number of properties is how the fee is determined. Since there are less properties but duplicate properties, she is hopeful the fee may be less than originally thought. The Granicus report is very comprehensive and gives staff some backup information if there is a dispute. Mr. Scott added that the report includes a photograph of the listing on the webpage.

Mayor Flora asked if the apartment building listing from the Granicus report includes how many different units are for short-term rental in that building. Mr. Scott reported he could not tell. Mayor Flora would like more information about the number in a multi-family building because the number of units in one

building is limited. Mr. Scott does not believe that Granicus can be that granular, but staff will work to identify those. She also asked that staff ensure the provisions drafted are in sync with seeing so many LLC ownerships of short-term rentals and the common owner piece. She also added that the City of Shawnee recently revoked a short-term rental license, so it may be beneficial to talk to their staff about how the process worked for them with the revocation.

Councilmember Chociej and Mayor Flora discussed how to determine how many listings are in one apartment building based on the listings on the short-term rental websites. Mr. Scott added that he is familiar with the building in question, and he believes there is more than one unit in there for short-term rental.

### **Department Updates**

Ms. Smith provided updates that included kudos and a thank you to the Parks & Recreation and Administration staff for a very successful Holiday Lights + Festive Sights event the previous week, including the addition of the new holiday market, which was well received. She also added that the Pearl Harbor remembrance event on December 7 hosted about 40 people and included comments from the Mayor. Feedback indicated folks are happy that the City still honors and remembers that event. She also noted that the Thanksgiving food distribution went well with the Family Adoption Committee, and food was sourced from other places than it had been in the past, providing significant savings. Tags have also been offered up for the adopted family program, and food gift card preferences have been made. Distribution for the food gift cards and holiday gifts will be December 20.

She also reminded the Committee that City Hall will be closed on December 24 and December 25, along with January 1. She also mentioned that the action items for Block Realty's 5665 Foxridge project were removed from the evening's agenda as it was not ready to be presented quite yet while both teams continue to work to a mutually agreeable recommendation, especially as it relates to the sustainability components of the project. The public hearing will be re-opened on December 18, any public comment can be made, and then the hearing will be immediately continued to the January 15, 2025 City Council meeting. Staff will work with Block Realty for resolution in the meantime.

She also reminded the Committee that the weekly calendar that goes out will include a visioning session on January 22 at 6pm regarding the Gateway site. This Council has not been able to discuss fully their vision for the site and with no zoning entitlement or incentives in place, it's a bit of a blank slate. She believes that in moving forward and fielding interest in the site she feels it's important to begin the conversation.



### **Meeting Close**

There being no further business to come before the Committee, the meeting of the Community Development Committee was adjourned at 8:14 p.m.

Respectfully submitted,

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Robyn L. Fulks, City Clerk

<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Public Works</b>	From:	Stephanie Boyce

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

**RE:** Award Appraisal and Acquisition Contract for Johnson Drive Street Rehabilitation Project

**RECOMMENDATION:** Award a contract to Skeens Consultant Services for appraisal and acquisition services for the Johnson Drive Street Rehabilitation Project.

**DETAILS:** On November 5, 2024, City staff advertised a Request for Proposals (RFP) for Appraisal and Acquisition Services. The RFP sought to identify qualified firms to assist the City with various appraisal and acquisition services for the Johnson Drive Street Rehabilitation project.

The project involves the acquisition of approximately 23 commercial easements and/or right-of-way and is funded in part by federal funds. All appraisal and acquisition activities must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and KDOT guidelines. Tasks include coordination and communication with property owners, right-of-way research, appraisals and offer services, acquisition and negotiation and easement or deed preparation and recordation.

The City received 5 submittals from the following firms:

<u>Firm</u>	<u>Location</u>
BBG Real Estate Services	Detroit, MI
Contract Land Staff, LLC	St. Louis, MO
O.R. Colan Associates, LLC	St. Charles, MO
Skeens Consultant Services	Lenexa, KS
SMH Consultants	Mission, KS

Each demonstrated strong qualifications, experience, and expertise, making the selection process highly competitive. Through the review process, Skeens Consultant Services emerged as particularly well-suited to meet the City's needs.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	25-90-805-60 – CARS Project Expenditures
Available Budget:	\$1,000,000 for appraisal and acquisition

<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Public Works</b>	From:	Stephanie Boyce

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

Each proposal included hourly rates for the services and based on the hourly rate for Skeens Consultant Services (Skeens) and the number of parcels, Skeens estimated fee is \$89,000. Approximately \$1 million in total has been identified for appraisal and acquisition of easements and right-of-way for this project.

City staff recommends awarding a contract to Skeens to provide appraisal and acquisition services for the Johnson Drive Rehabilitation Project. Skeens distinguished themselves by highlighting specialized skills and resources that align with the City's priorities, and include local experience, work with the Uniform Act, knowledge of KDOT's LPA Procedures and is located locally in Johnson County. Staff checked references provided by Skeens which were outstanding.

**COMMUNITIES FOR ALL AGES IMPACT:** Ensuring the selection of qualified consulting firms allows for both public and private projects constructed in the City of Mission to be built to appropriate standards and address important considerations such as ADA, walkability and other factors which positively impact the quality of life for our residents and visitors of all ages and abilities.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	25-90-805-60 – CARS Project Expenditures
Available Budget:	\$1,000,000 for appraisal and acquisition



<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Public Works</b>	From:	Stephanie Boyce

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

**RE:** Award On-Call Inspection Services Contracts

**RECOMMENDATION:** Authorize on-call inspection services contracts with GBA and Pfefferkorn Engineering and Environmental and enter into master agreements with each firm with an initial contract term of three years, beginning January 20, 2025, with an option to extend for an additional 24 months.

**DETAILS:** Currently, inspection services have been awarded on a project by project basis. While this method has worked relatively well, Staff felt executing an on-call inspection services contract – similar to what has been done for engineering services – would provide greater efficiency and potential cost savings for the City.

On October 8, 2022, City staff advertised a Request for Qualifications (RFQ) for on-call inspection services. The RFQ sought to identify qualified firms to assist the City with various inspection services for the following project types:

- Right-of-Way permit projects
- Street construction/reconstruction/overlay/sealing
- Stormwater installation and rehabilitation
- New subdivision construction
- Bridge construction projects
- Creek channel repair or rehabilitation

The City received 8 proposals. Each firm demonstrated strong qualifications, experience, and expertise, making the selection process highly competitive. Through the review process, two firms emerged as particularly well-suited to meet the City's needs: GBA and Pfefferkorn.

These firms distinguished themselves by highlighting specialized skills and resources that align with the City's priorities, and include things such as necessary certifications and training, collaboration, communication, timeline and budget conscious execution.

After careful consideration, Staff recommends selecting GBA and Pfefferkorn as the City's on-call inspection consultants. These firms offer a combination of experience,

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

<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Public Works</b>	From:	Stephanie Boyce

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

innovation, and specialized expertise that best meet the City's current and future needs. The selected firms will support the City in delivering high-quality inspection services in advancing critical infrastructure projects. Funding for on-call inspection services will be allocated as part of specific projects and will vary based on project needs and scopes of work issued under the agreements.

**COMMUNITIES FOR ALL AGES IMPACT:** Ensuring the selection of qualified engineering firms allows for both public and private projects constructed in the City of Mission to be built to appropriate standards and address important considerations such as ADA, walkability and other factors which positively impact the quality of life for our residents and visitors of all ages and abilities.

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

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Public Works</b>	From:	Brent Morton

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

**RE:** Rock Creek Stormwater Improvements (Woodson Street to Maple Street) Design Contract

**RECOMMENDATION:** Authorize a contract for the design of the Rock Creek Stormwater Improvements (Woodson Street to Maple Street) to Olsson in an amount not to exceed \$975,385 paid from the Stormwater Utility Fund.

**DETAILS:** In September 2022, the City Council approved a task order with Olsson to conduct a Preliminary Project Study (PPS) of the Rock Creek Channel from Woodson Street to Maple. This PPS was a requirement for submission to Johnson County's Stormwater Management Program (SMP) to receive matching funds for the design and construction phases of the project, with the County offering up to a 50% cost share. The PPS was completed in April 2024 and identified Alternative 3 as the preferred solution for the stormwater improvements. The City has successfully secured SMP funding for the project.

In November 2024, City staff issued a Request for Proposals (RFP) to the City's two on-call engineering firms (Olsson and GBA) to provide professional stormwater-related engineering services for the design of the Rock Creek Stormwater Improvements Project. The scope of services included

1. Project Meetings and Project Management
2. Field Investigation and Surveys
3. Modeling Analysis and Flood Risk Calculations
4. Utility Coordination
5. Coordination with Johnson County Wastewater (JCW) for sanitary sewer consolidation
6. Preliminary Design – 60%
7. Final Design – 90%
8. Permitting and Coordination
9. Bid Phase Support
10. Construction Phase Support

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	22-61-211-04 Stormwater Utility Fund
Available Budget:	\$1,000,000.00

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Public Works</b>	From:	Brent Morton

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

Staff reviewed the two proposals and both firms demonstrated significant experience in stormwater design and presented qualified teams. However, staff is recommending the contract be awarded to Olsson for the following reasons:

- Familiarity with the Project: Olsson's in-depth understanding of the project, gained through their work on the Preliminary Project Study (PPS), provides a strong foundation for efficient and effective project delivery.
- Team and Approach: Olsson presented a solid project team, a clear understanding of the scope, and a well-defined project approach tailored to the City's needs.
- Consistency and Efficiency: By leveraging their prior work on the PPS, Olsson can seamlessly transition into the design phase, reducing project startup time and ensuring continuity.

Based on these factors, City staff recommends awarding the design contract to Olsson Engineering in a total amount not to exceed \$975,385 with \$138,936 reimbursable from Johnson County Wastewater for their sanitary sewer consolidation. The City's costs will be shared through the Johnson County SMP funding program, with the County covering up to 50% of the cost and the remaining portion funded by the City. The funding for this project is included in the 2025 Stormwater Utility Fund budget.

**CFAA CONSIDERATIONS/IMPACTS:** The project includes design of improvements to stormwater and the floodplain to improve safety of stormwater infrastructure that maximizes safety for all users.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	22-61-211-04 Stormwater Utility Fund
Available Budget:	\$1,000,000.00

## Exhibit "A" – Task Order

### TASK ORDER: ROCK CREEK CHANNEL IMPROVEMENTS

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

This task order is related to providing design services (plans and specifications) for Rock Creek channel improvements from Martway Street and Woodson Road downstream to Reeds Road.

#### Section A. - Scope of Services

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

#### Section B. - Schedule

OLSSON shall perform the Services and deliver the related Documents starting in February 2025 and ending in November 2026.

#### Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to OLSSON the estimated amount of \$975,325.00, payable according to the following terms:

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

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

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

#### Section E. - Other Provisions

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

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

City of Mission, Kansas (Owner)

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

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

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

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

OLSSON

By: Paul B. Moore

Name: Paul Moore, P.E.

Title: Vice President

Date: 12/20/2024

<b>City of Mission</b>	Item Number:	5.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Public Works</b>	From:	Brent Morton

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

**RE:** Interlocal Agreement for Public Improvements to 63rd Street (Nall Avenue to Roe Avenue) Street Rehabilitation Project

**RECOMMENDATION:** Approve an Agreement between the City of Mission, Johnson County, and the City of Prairie Village for the public improvement of 63rd Street from Nall Avenue to Roe Avenue as part of a 2025 CARS Project.

**DETAILS:** The City of Mission's CARS project for 2025 is the 63rd Street (Nall Avenue to Roe Avenue) Street Rehabilitation Project. This is a joint project between the cities of Mission and Prairie Village and has been approved by Johnson County for CARS funding. CARS may fund up to 50% of a project's construction and construction inspection costs, but in recent year's most projects have seen a reduction in order to stretch dollars as far as possible throughout the County.

The proposed improvements include full depth reconstruction, three-inch mill and overlay; new pavement markings; spot replacement of curb and gutter, sidewalks, stormwater and ADA ramps. The Interlocal Agreement outlines the purpose, project financing for design services, and project administration.

Construction is estimated to begin in Spring 2025. The preliminary total project cost is \$998,734 (exclusive of easements) with costs apportioned as follows: Mission: \$674,652, Prairie Village: \$314,082. CARS funding is estimated in the amount of \$376,000.00. The breakdown of costs/reimbursements is detailed below:

Current engineer's estimate:	\$998,734.00
Less CARS Reimb	<u>-\$376,000.00</u>
	\$622,734.00
Less Prairie Village Reimb	-\$314,082.00
Mission's Expenditure:	\$308,652.00

There are no costs associated specifically with the execution of the interlocal agreement. It is the mechanism through which each participating city commits to funding their portion of the project.

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

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Street Sales Tax Fund/Capital Improvement Fund
Available Budget:	\$963,216.20

**Agreement among Johnson County, Kansas,  
the City of Mission, Kansas, and  
the City of Prairie Village, Kansas, for the Public Improvement of  
63<sup>rd</sup> Street from Nall Avenue to Roe Avenue  
(320001513)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and among the Board of County Commissioners of Johnson County, Kansas ("Board"), the City of Mission, Kansas ("Mission"), and the City of Prairie Village, Kansas ("Prairie Village"). Mission and Prairie Village are collectively referred to as the "Cities".

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to 63<sup>rd</sup> Street from Nall Avenue to Roe Avenue (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the CARS Program Policies and Administrative Procedures for the CARS Program, adopted by the Board and available on the Johnson County website (the "Policies and Procedures"), for which funding has been authorized and budgeted; and

WHEREAS, the governing body of Mission did approve and authorize its Mayor to execute this Agreement by official vote of said body on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

WHEREAS, the governing body of Prairie Village did approve and authorize its Mayor to execute this Agreement by official vote of said body on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_.



NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe, and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**

a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement is Nine Hundred Twenty Eight Thousand Six Hundred Thirty Eight Dollars (\$928,638).

b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.

c. The Project Costs shall be allocated between the parties as follows:

i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Three Hundred Seventy Six Thousand Dollars (\$376,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the Cities may be reimbursed through any source other than the general residents or taxpayers of the Cities. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

1. Land acquisition, right-of-way acquisition, or utility relocation;
2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the Policies and Procedures adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The Cities shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

### 3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-

hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.

- b. The Cities shall pay their portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing bodies of the Cities.

4. **Administration of Project.** The Project shall be administered by Mission acting by and through its designated representative who shall be the Cities' public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the necessary costs and expenses of the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Public Works Director for review prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City of Mission. If the Project is located in more than one city, then the Project Administrator shall be responsible for determining proper publication. In the solicitation of bids, the appropriate combination of best bids shall be determined by the Project Administrator.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses, in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the month in which costs and expenses have been paid. The Public Works

Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas (“Finance Director”), cause payment to be made to the Project Administrator of the Board's portion of the Project Costs within thirty (30) days after receipt of such statement or payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all costs and expenses incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

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

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

In addition, the Cities shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

**5. Acquisition of Real Property for the Project**

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. Each City shall be responsible for the acquisition of any real property, together with improvements thereon, located within such City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

**6. Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. hereinbelow. The Project shall be deemed completed and this

Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The Project Administrator shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.

- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to one or both of the Cities' breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that has breached the Agreement that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the Cities have not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the Cities and the Board shall have no further liability or obligation under this Agreement.
7. **Placing Agreement in Force.** The attorney for the Cities shall cause sufficient copies of this Agreement to be executed to provide each party hereto with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

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

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Mike Kelly, Chairman

Attest:

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Lynda Sader  
Deputy County Clerk

Approved as to form:

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Scott Abbott  
Assistant County Counselor

**City of Mission, Kansas**

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Solana Flora, Mayor

Attest:

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City Clerk

Approved as to form:

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City Attorney

**City of Prairie Village, Kansas**

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Eric Mikkelson, Mayor

Attest:

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City Clerk

Approved as to form:

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City Attorney



# ENGINEER'S ESTIMATE (MISSION)

Client: City of Mission

Project: 63rd Street Pavement Rehabilitation - Nall to Roe

CARS Project Number: 320001513

Date: 12/19/2024

	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST \$	COST \$
1	FORCE ACCOUNT	1	LS	\$50,000.00	\$50,000.00
2	MILLING (3")	4222	SY	\$4.00	\$16,888.00
3	FULL DEPTH PAVEMENT REPAIR	164	SY	\$120.00	\$19,680.00
4	2" ASPHALT SURFACE (APWA TYPE 6)	2535	SY	\$18.00	\$45,630.00
5	3" ASPHALT SURFACE (APWA TYPE 6)	1688	SY	\$25.00	\$42,200.00
6	6" ASPHALT BASE (APWA TYPE 5) (INCLUDES 5" REMOVALS)	2535	SY	\$45.00	\$114,075.00
7	TENSAR NX850	500	SY	\$10.00	\$5,000.00
8	11" AB-3 (OP MODIFIED)	500	SY	\$65.00	\$32,500.00
9	9" CEMENT TREATED SUBGRADE	2535	SY	\$15.00	\$38,025.00
10	COMBINED CURB & GUTTER REMOVAL & REPLACEMENT (TYPE B)	1602	LF	\$75.00	\$120,150.00
11	COMBINED CURB & GUTTER REMOVAL & REPLACEMENT (TYPE C)	364	LF	\$75.00	\$27,300.00
12	4" SIDEWALK REPLACEMENT	899	SF	\$25.00	\$22,475.00
13	4" AB-3 (OP MODIFIED)	175	SY	\$25.00	\$4,375.00
14	REMOVE AND REPLACE SIDEWALK RAMP	6	EA	\$3,300.00	\$19,800.00
15	DETECTABLE WARNING SURFACE	60	SF	\$60.00	\$3,600.00
16	6" CONCRETE DRIVEWAY REPLACEMENT	175	SY	\$150.00	\$26,250.00
17	8" CONCRETE DRIVEWAY REPLACEMENT	74	SY	\$180.00	\$13,320.00
18	CURB INLET THROAT REPLACEMENT	51	LF	\$135.00	\$6,885.00
19	ADJUSTMENT OF MANHOLE	1	EA	\$2,500.00	\$2,500.00
20	CURB INLET (6'X4')(REPAACEMENT)	1	EA	\$12,000.00	\$12,000.00
21	CURB INLET (4'X4') (COMBINATION) (REPLACEMENT)	1	EA	\$12,000.00	\$12,000.00
22	STORM SEWER (RCP CLASS III)(15")	28	LF	\$150.00	\$4,200.00
23	PIPE COLLAR	1	EA	\$2,500.00	\$2,500.00
24	SOD	482	SY	\$25.00	\$12,050.00
25	PROJECT SIGN (CARS)	2	EA	\$900.00	\$1,800.00
26	4" WHITE (IMP)	107	LF	\$3.00	\$321.00
27	4" YELLOW (IMP)	2283	LF	\$3.00	\$6,849.00
28	12" YELLOW (IMP)	17	LF	\$12.00	\$204.00
29	24" WHITE (PTP)	30	LF	\$25.00	\$750.00
30	WHITE TURN ARROW (PTP)	4	EA	\$275.00	\$1,100.00
31	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00
32	TEMPORARY SURFACING MATERIAL (AB-3)	19	TON	\$275.00	\$5,225.00
<b>OPINION OF PROBABLE COST</b>					<b>\$674,652.00</b>



# ENGINEER'S ESTIMATE PRAIRIE VILLAGE

Client: City of Mission

Project: 63rd Street Pavement Rehabilitation - Nall to Roe

CARS Project Number: 320001513

Date: 11/15/2024

	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST \$	COST \$
1	FORCE ACCOUNT	1	LS	\$40,000.00	\$40,000.00
2	MILLING (3")	4170	SY	\$4.00	\$16,680.00
3	2" ASPHALT SURFACE (APWA TYPE 6)	2285	SY	\$18.00	\$41,130.00
4	3" ASPHALT SURFACE (APWA TYPE 6)	1886	SY	\$25.00	\$47,150.00
5	6" ASPHALT BASE (APWA TYPE 5) (INCLUDES 5" REMOVALS)	2285	SY	\$45.00	\$102,825.00
6	9" CEMENT TREATED SUBGRADE	2285	SY	\$15.00	\$34,275.00
7	ADJUSTMENT OF MANHOLE	2	EA	\$2,500.00	\$5,000.00
8	4" WHITE (IMP)	90	LF	\$3.00	\$270.00
9	4" YELLOW (IMP)	2995	LF	\$3.00	\$8,985.00
10	12" YELLOW (IMP)	41	LF	\$12.00	\$492.00
11	24" WHITE (PTP)	62	LF	\$25.00	\$1,550.00
12	WHITE TURN ARROW (PTP)	2	EA	\$275.00	\$550.00
13	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00
14	TEMPORARY SURFACING MATERIAL (AB-3)	37	TON	\$275.00	\$10,175.00
<b>OPINION OF PROBABLE COST</b>					<b>\$314,082.00</b>



<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Public Works</b>	From:	Brent Morton

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

**RE:** Contract Award for 2025 Pavement Marking Project

**RECOMMENDATION:** Approve a contract with Heartland Traffic Services for pavement markings on miscellaneous streets throughout Mission in an amount not to exceed \$85,000.

**DETAILS:** Pavement markings on collector and arterial streets are generally applied with street projects after new asphalt or concrete has been installed so that the markings adhere to the new pavement. Thermoplastic pavement markings have generally been installed with past CARS projects, such as Lamar Ave. and Foxridge Dr. Phase II.

When applied as a part of a project, these are considered a permanent pavement marking; however, this type of marking is subject to wear in certain locations due high traffic volumes, high volume turning movements, or heavy snowplow use.

There are a number of locations throughout the city where pavement markings are faded or non-existent and the streets are not scheduled for paving projects for the next 3-6 years. The annual street maintenance budget accounts for intermediate projects such as the one being recommended.

Staff has researched and met with manufacturers to discuss the appropriate type of pavement marking for existing, older pavement and methyl methacrylate (MMA) is recommended for these types of applications. MMA is applied to pavement by spraying with a surface application of glass beads. Upon curing, it produces a retro-reflective marking of specified thickness and width capable of resisting deformation by vehicles.

Based on field inspections, citizen complaints, and Council input, Staff requested bids for installation of MMA on the following streets based on the condition of the pavement marking, safety, and traffic volumes:

- Lamar Ave at 61st Street: High visibility crosswalk
- Martway: Woodson to Broadmoor
- Roeland Drive: Johnson Drive to Shawnee Mission Parkway
- 61st Street: Metcalf to Broadmoor Street
- Broadmoor: Martway to 61st Street

The project was bid in November and two bids were received with Heartland Traffic Services (Heartland) submitting the lowest and most responsive bid. The results of the

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Street Sales Tax Fund
Available Budget:	\$85,000

<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Public Works</b>	From:	Brent Morton

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

bid opening are included in the table below:

<b>Pavement Marking Project Bids</b>	
Heartland Traffic Services	\$85,000
C-Hawkk Construction, Inc.	\$95,000

The bids were reviewed by GBA and Staff and the recommendation is to award the pavement marking contract to Heartland Traffic Services in an amount not to exceed \$85,000. Construction is anticipated to begin in the spring of 2025 and to be completed no later than June 1, 2025, pending weather conditions.

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

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Street Sales Tax Fund
Available Budget:	\$85,000

The City of Mission is soliciting proposals from qualified contractors to provide pavement markings throughout the City of Mission per the attached plans.

Sealed bids should be marked Pavement Marking Plan Project # PM-2024-01 and are due on December 11, 2024, by 2:00PM to:

City of Mission  
6090 Woodson Street  
Mission, KS 66202  
Attn: Brent Morton, Public Work Superintendent

Questions should be directed in writing to Brent Morton, at [bmorton@missionks.org](mailto:bmorton@missionks.org) by December 4, 2024. If an addendum is needed, it will be posted to Drexel Technologies Plan Room by December 6, 2024.

**BID**

**Pavement Marking Plan  
61<sup>st</sup> St. and Lamar Ave.  
Martway St. (Lamar St. to Woodson St.)  
Roeland Dr. (Shawnee Mission Pkwy. to Johnson Dr.)  
61<sup>st</sup> St. (Metcalf Ave. to Broadmoor St.)**

TO: CITY OF MISSION,  
JOHNSON COUNTY, KANSAS

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

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

**BID SHEET**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	Force Account (Set)	Lump Sum	1	\$5,000.00	\$5,000.00
2	Traffic Control	Lump Sum	1	1,000.00	1,000.00
3	Methyl Methacrylate (MMA) Pavement Marking	Lump Sum	1	35,000.00	35,000
4	Preformed Thermoplastic (Thermo) Pavement Marking	Lump Sum	1	44,000.00	44,000.00

TOTAL BID \$ 85,000.00



1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, as stated herein:
  - A. The Notice to Proceed is anticipated to be April 1, 2025.
  - B. The undersigned further agrees to complete the work on or before September 30, 2025 weather dependent.
2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.
3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other contract documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the contract documents.
6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) None addendum.

7. The undersigned agrees to sign a contract for the bid price on this bid form up until the date of September 30, 2025

DATED in Wednesday this 11<sup>th</sup> day of December, 2024.

(SEAL)

Heartland Traffic Services

Contractor



Signature

Preston Green

Printed Name

Chief Estimator

Title

626 N 47th St

Street Address or P.O. Box

Kansas City, KS 66102

City, State, Zip

913-428-2575

Telephone Number

Fax Number

CITY OF MISSION, KANSAS

Laura H. Smith, City Administrator



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Heartland Traffic Services, Inc.  
626 North 47th Street  
Kansas City, KS 66102

### SURETY:

(Name, legal status and principal place of business)

XL Specialty Insurance Company  
677 Washington Blvd., 10th Floor, Suite 1000  
Stamford, CT 06901  
Mailing Address for Notices

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

### OWNER:

(Name, legal status and address)

CITY OF MISSION, KANSAS  
6090 Woodson Road  
Mission, KS 66202

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

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

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

PAVEMENT MARKING PLAN - PM-2024-01

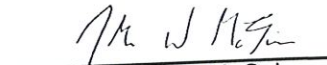
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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


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

Signed and sealed this 11th day of December, 2024.

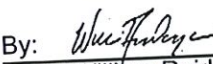
  
(Witness) FRANK MCMAHON

  
(Witness) John W. McGuire

Heartland Traffic Services, Inc.  
(Principal) \_\_\_\_\_ (Seal)

By:   
(Title) Chief Estimator

XL Specialty Insurance Company  
(Surety) \_\_\_\_\_ (Seal)

By:   
(Title) William Reidinger, Attorney-in-Fact





Power of Attorney  
XL Specialty Insurance Company  
XL Reinsurance America Inc.

BOND NUMBER Bid Bond  
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

**William Reidinger**

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

**XL SPECIALTY INSURANCE COMPANY**



by:

Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER



Commonwealth of Pennsylvania - Notary Seal  
Rebecca C. Shalhoub, Notary Public  
Northampton County  
My commission expires April 28, 2028  
Commission number 1268765  
Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub, NOTARY PUBLIC



STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 11th day of December, 2024



*Kevin M. Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2018.



XL REINSURANCE AMERICA INC.

by: *Gregory Boal*  
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M. Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of



Commonwealth of Pennsylvania - Notary Seal  
Rebecca C. Shalhoub, Notary Public  
Northampton County  
My commission expires April 28, 2028  
Commission number 1268765  
Member, Pennsylvania Association of Notaries

*Rebecca C. Shalhoub*  
Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 11th day of December, 2024



*Kevin M. Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date

4/28/2028 12:00:00AM

# HEARTLAND

## TRAFFIC SERVICES, INC

913-428-2575



<b>To:</b> City of Mission	<b>Contact:</b>
<b>Address:</b> 6090 Woodson Mission, KS 66202	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> CITY OF MISSION PAVEMENT MARKING PLAN 2025	<b>Bid Number:</b> PM-2024-01
<b>Project Location:</b> MISSION, KS	<b>Bid Date:</b> 12/11/2024

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
FORCE ACCOUNT (SET)	1.00	LS	\$5,000.00	\$5,000.00
TRAFFIC CONTROL	1.00	LS	\$1,000.00	\$1,000.00
METHYL METHACRYLATE (MMA) PAVEMENT MARKING	1.00	LS	\$35,000.00	\$35,000.00
PREFORMED THERMOPLASTIC (THERMO) PAVEMENT MARKING	1.00	LS	\$44,000.00	\$44,000.00
<b>Total Bid Price:</b>				<b><u>\$85,000.00</u></b>

**Notes:**

- **General Terms:**
- Bid Price does not include payment performance bonds or waiver of subrogation. Each can be furnished for an additional cost as follows. Bond rate of 1.25% - \$250 for waiver of subrogation.
- Bid price does not include attaining any permits required to perform work. All taxes and fees are excluded.
- Includes standard C.O.I. extension to match owners' requirements. All railroad and/or specialty insurance is excluded.
- HTS estimate to be included in contract as an exhibit.
- HTS to receive up-to-date plans and specifications prior to initial mobilization
- Notice required 14-days in advance of scheduling date. HTS will make every consideration in scheduling projects for timely completion.
- HTS does not agree to any project labor agreement obligations through this bid, nor will it agree to, whether through express or implied agreement, to any project labor agreement in connection with this project.
- **Terms of Pavement Marking Bid Items:**
- We propose to furnish material and Labor in accordance with project specifications
- Permanent pavement markings will be installed when final surface is totally complete. Unit bid prices do not cover same day striping or any short term pavement markings
- Pavement marking material must be installed per manufacturer/owner specifications. Heartland Traffic Services will not assume responsibility for temporary tape or permanent markings installed outside manufacturer's recommendations.
- All items are quoted as a package. Call with questions.
- Retainage to match owner's holding.
- Quote not valid more than 60 days from bid date. Estimates beyond 60 days may change.

**Payment Terms:**

Payment to match owners pay terms plus 10 days (or per state spec). Private work to be paid 30 days after invoice date.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Heartland</b></p> <p style="text-align: center;"></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Preston Green 8163153075 preston.green@kgstriping.com</p>
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## LETTER OF RECOMMENDATION

Project name: Pavement Marking Plan  
Project number: PM-2024-01  
Date: December 12, 2024  
To: Brent Morton – City of Mission Public Works Superintendent

Brent:

Two bids were received for the above-mentioned project, see attachment. The low bid was submitted by Heartland Traffic for \$85,000. The Engineer's estimate was \$85,951.44. The project appears to be competitively bid with no apparent evidence of collusion or rigging from looking over bids and unit costs for each contractor.

Based on the bids received on December 11, 2024, the bid submitted by Heartland Traffic qualifies them to be awarded the construction contract for the above-mentioned project. The City of Mission has accepted the bid by Heartland Traffic.

Please contact me if you have any questions or need additional information.

Sincerely,



Kendra Miller, P.E., PTOE  
Project Manager



<b>City of Mission</b>	Item Number:	7.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Community Development</b>	From:	Brian Scott / Kalin Bird

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

**RE:** Ordinance Amending Section 500.034(aa) of the Mission Municipal Code Pertaining to the Regulation of Accessibility for Buildings and Facilities.

**RECOMMENDATION:** Approve the ordinance amending Section 500.034 (aa) of the Mission Municipal Code to reinstate Chapter 11 of the International Building Code related to accessibility requirements for buildings and facilities.

**DETAILS:** In December of 2022, the City of Mission adopted the International Building Code (IBC) 2018 edition. At that time the City omitted Chapter 11 of the IBC pertaining to accessibility and adopted in lieu thereof the ICC A117.1- 2017. This action is reflected in Section 500.034 (aa) of the municipal code, which reads:

Amend the IBC by omitting Chapter 11 and adding in lieu thereof the following:

*Chapter 11 — Accessibility.* The architect/design professional is responsible for all ADA design elements and requirements in accordance with ICC A 117.1- 2017 Standard for Accessible and Usable Buildings and Facilities or the 2010 ADA Standards for Accessible Design (at a minimum). Modifications to existing buildings or sites, and construction of new buildings shall comply with all applicable Federal and State laws governing ADA access and usability. The architect/design professional shall provide certification that the entire scope of the construction documents and the finished construction project shall be in full compliance with all applicable ADA regulations.

Chapter 11 of the IBC provides requirements for accessibility of buildings, and associated sites and facilities, for individuals with physical disabilities. The requirements provide for the type(s) of access needed, where, and how many. The ICC A117.1-2017, Accessible and Usable Buildings and Facilities, is the reference standard for the technical aspects of the requirements – how to implement the requirements. In essence, the two documents work together to inform the design professional and the plan reviewer what is required for accessibility and how best to implement that requirement.

The thought process behind omitting Chapter 11 was most likely so that the design professional would rely on federal and state law governing accessibility and provide a certification to that effect when submitting construction documents for plan review. As construction documents are now being submitted for review that would fall under the 2018 IBC, it has come to light that it would be more appropriate to rely on Chapter 11 of the IBC for the correct accessibility requirements for various building types and uses.

Related Statute/City Ordinance:	Section 500.034(aa) of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

<b>City of Mission</b>	Item Number:	7.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Community Development</b>	From:	Brian Scott / Kalin Bird

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

Staff is recommending that Section 500.034 (aa) of the municipal code be amended to reinstate Chapter 11 of the IBC, so that both Chapter 11 and A117.1-2017 work together to accomplish the necessary accessibility requirements.

It is important to note that these accessibility requirements only pertain to construction of new buildings or remodel of existing buildings. Changes in the code are not retroactive for existing buildings that have not been renovated.

**CFAA CONSIDERATIONS/IMPACTS:** As our residents age, their mobility can often become limited with less range of motion and less agility. Requirements for accessibility to public places, as well as in the home, helps these residents to have a safe but active and fulfilling quality of life. This is also true for our residents who may have some form of physical impairment or even those with baby strollers or other devices for greater mobility. This code update will help in fulfilling the tenants of the Community for All Ages initiative.

Related Statute/City Ordinance:	Section 500.034(aa) of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

**CITY OF MISSION**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 500 OF THE MUNICIPAL CODE OF MISSION, KANSAS, REGARDING THE ADOPTION OF THE 2018 INTERNATIONAL BUILDING CODE.**

**WHEREAS**, the Governing Body of the City of Mission adopted the 2018 Edition of the International Building Code (IBC) in December of 2022; and

**WHEREAS**, when adopting the 2018 IBC, Chapter 11 of the IBC was omitted in favor of a different strategy for implementation of accessibility requirements; and

**WHEREAS**, to stay consistent with the requirements of the Americans with Disabilities Act (ADA) and provide needed access and options for all people, it is recommended that Chapter 11 of the 2018 IBC be reinstated.

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

**PARAGRAPH 1.** Section 500.034, Amendments and Additions, of the Municipal Code of the City of Mission is hereby amended to read as follows:

**Section 500.034 Amendments and Additions.**

(aa) Amend the IBC by amending Chapter 11, Section 1102 as follows:

Chapter 11- Accessibility. The architect/design professional is responsible for all ADA design elements and requirements in accordance with ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities or the 2010 ADA Standards for Accessible Design (at a minimum). Modifications to existing buildings or sites, and construction of new buildings shall comply with all applicable Federal and State laws governing ADA access and usability. The architect/design professional shall provide certification that the entire scope of the construction documents and the finished construction project shall be in full compliance with all applicable ADA regulations.

**PARAGRAPH 2.** All other sections of this chapter shall remain the same.

**PARAGRAPH 3.** If any one or more sections, subsections or other part of this Ordinance shall be declared invalid by a court of competent jurisdiction, it is the intent of the City that the remaining portions of the Ordinance shall remain effective. The City states that it would have enacted such remaining portions irrespective of the fact that

one or more sections, subsections, or other part of the Ordinance have been held invalid.

**PARAGRAPH 4.** This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

**PASSED** by the City Council this 15th day of January 2025.

**APPROVED** by the Mayor this 15th day of January 2025.

---

Solana Flora, Mayor

ATTEST:

---

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM ONLY:

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David K. Martin, City Attorney  
Payne & Jones, Chartered  
11000 King Street  
Overland Park, KS 66210

<b>City of Mission</b>	Item Number:	8.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Community Development</b>	From:	Brian Scott/Kalin Bird

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

**RE:** Ordinance Adopting the Johnson County, Kansas Environmental Sanitary Code, 2025 Edition.

**RECOMMENDATION:** Adopt the Ordinance amending Chapter 500, Article XIV – Environmental Sanitary Code – of the Mission Municipal Code to incorporate the Johnson County, Kansas Environmental Sanitary Code, 2025 Edition.

**DETAILS:** The Johnson County Department of Health and Environment is responsible for enforcing the County’s Environmental Sanitary Code. This code pertains to the construction, maintenance, and operation of private wastewater collection systems, including septic tanks.

There are about 30 homes in the city of Mission that are on septic tanks. Most are along Dearborn, north of 51st Street. When one of these homes is put on the market, the real estate agent is required to notify the County who then does an inspection of the septic tank to determine if it is operating in the correct manner. If not, then the home cannot be sold until the issue is rectified.

The County recently adopted a revised Environmental Sanitary Code. They have asked that cities in Johnson County adopt this code by reference and to further support their enforcement efforts as they pertain to private wastewater systems.

The City of Mission adopted the previous 2004 Edition by code, Chapter 500, Article XIV – Environmental Sanitary Code. The attached ordinance will amend this section of the code to reflect the new Johnson County, Kansas Environmental Sanitary Code, 2025 Edition.

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

Related Statute/City Ordinance:	Mission Municipal Code - Chapter 500, Article XIV – Environmental Sanitary Code
Line Item Code/Description:	NA
Available Budget:	NA



**CITY OF MISSION, KANSAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 500, ARTICLE XIV – ENVIRONMENTAL SANITARY CODE – OF THE MUNICIPAL CODE OF THE CITY OF MISSION, KANSAS**

**WHEREAS**, The Johnson County Department of Health and Environment is charged with enforcing the Johnson County, Kansas Environmental Sanitary Code 2004, Edition (the “Code”); and

**WHEREAS**, The Code pertains to the maintenance and operation of wastewater collection systems, including septic tanks, in the county; and

**WHEREAS**, The City of Mission has approximately 30 residential structures on septic tank systems, and thus relies on this Code and the enforcement actions of the Department of Health and Environment; and

**WHEREAS**, The Johnson County Board of Commissioners recently adopted a new Code to be known as “Johnson County, Kansas Environmental Sanitary Code, 2025 Edition” (BOCC Resolution 058-24); and

**WHEREAS**, to ensure the health, safety and welfare of the public, the City does hereby wish to formally adopt the Johnson County, Kansas Environmental Sanitary Code, 2025 Edition.

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

**PARAGRAPH 1.** A copy of the Johnson County, Kansas Environmental Sanitary Code, 2025 Edition is attached to this ordinance as Exhibit A and is herein incorporated into Chapter 500, Article XIV, Environmental Sanitary Code, by reference.

**PARAGRAPH 2.** Article XIV, Section 500.160 of the Municipal Code of the City of Mission is hereby amended to read as follows:

The Johnson County, Kansas Environmental Sanitary Code, 2025 Edition, as published by the Board of County Commissioners of Johnson County, Kansas, 111 South Cherry Street, Olathe, Kansas 66061, is hereby adopted by reference and made a part of this Article as though fully set forth herein.

**PARAGRAPH 3.** Article XIV, Section 500.170 of the Municipal Code of the City of Mission is hereby amended to read as follows:

There shall not be less than three (3) copies of the code adopted by reference in Section 500.160 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, which shall be marked or stamped "Official Copies as Incorporated by Ordinance No. \_\_\_\_\_" with all Sections or portions thereof intended to be omitted clearly marked to show any deletion or change and available to the public at all reasonable hours. The Police Department, Municipal Judges and all administrative

departments of the City charged with the enforcement of the incorporating ordinance shall be supplied, at the cost of the City, such number of official copies of the standard ordinance similarly marked, deleted and changed as may be deemed expedient.

**PARAGRAPH 4.** This ordinance shall take effect and be in force from and after its publication as required by law.

**Passed by the City Council this 15th day of January 2025.**

**Approved by the Mayor this 15th day of January 2025.**

---

**Solana Flora, Mayor**

**ATTEST:**

---

**Robyn L. Fulks, City Clerk**

**APPROVED AS TO FORM:**

---

**David Martin, City Attorney**

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

# **Exhibit A**

Johnson County, Kansas Environmental Sanitary Code, 2025 Edition

<b>City of Mission</b>	Item Number:	9.
<b>ACTION ITEM SUMMARY</b>	Date:	January 8, 2025
<b>Community Development</b>	From:	Brian Scott/Kalin Bird

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

**RE:** Adoption of the 2025 Johnson County Aquatic Health Code.

**RECOMMENDATION:** Adopt the Ordinance amending Chapter 505, Article IX – Private Swimming Pools – of the City of Mission Municipal Code to incorporate the 2025 Johnson County Aquatic Health Code.

**DETAILS:** The Johnson County Department of Health and Environment is responsible for enforcing the Johnson County Aquatic Health Code. This code pertains to the construction, maintenance, and operation of public swimming pools in the county.

In addition to our two municipal pools within the Mission Family Aquatic Center, there are about half a dozen public swimming pools in the city of Mission, almost all in apartment buildings or complexes. The City has long relied on the Johnson County Department of Health and Environment to monitor the safe operation of these pools and to review plans for the construction of new, public swimming pools (like the one going in at The Lanes). However, there is nothing in our code that formally authorizes the County to do this.

The County recently adopted a revised Aquatic Health Code. They have asked that cities in Johnson County adopt this code by reference and to further support their enforcement efforts as they pertain to public Swimming Pools.

The attached ordinance will amend Section 505, Article IX – Private Swimming Pools - of the City of Mission Municipal Code to 1) include public pools, 2) adopt the 2025 Johnson County Aquatic Health Code, and 3) grant authority to the Johnson County Department of Health and Environment to enforce the code.

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

Related Statute/City Ordinance:	Section 505, Article IX – Private Swimming Pools - of the Municipal Code of the City of Mission
Line Item Code/Description:	NA
Available Budget:	NA

**CITY OF MISSION, KANSAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 505, ARTICLE IX – PRIVATE SWIMMING POOLS – OF THE MUNICIPAL CODE OF THE CITY OF MISSION, KANSAS**

**WHEREAS**, there are a number of public swimming pools in the city of Mission located primarily in apartment buildings and complexes; and

**WHEREAS**, it has long been the custom that the Johnson County Department of Health and Environment is the responsible party for reviewing plans for the construction or modification of public swimming pools, and inspecting the on-going operation of public swimming pools to ensure the health, safety and welfare of the general public; and

**WHEREAS**, the Johnson County Board of Commissioners recently adopted a new Aquatic Health Code known as the “2025 Johnson County Aquatic Health Code” (BOCC Resolution 059-24); and

**WHEREAS**, to ensure the health, safety and welfare of any member of the public that may utilize a public swimming pool in the City of Mission, the City does hereby wish to formally adopt the 2025 Johnson County Aquatic Health Code.

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

**PARAGRAPH 1.** A copy of the 2025 Johnson County Aquatic Health Code is attached to this Ordinance as Exhibit A and is herein incorporated into Chapter 505, Article IX, Private Swimming Pools, of the City of Mission Municipal Code by reference.

**PARAGRAPH 2.** The title of Chapter 505, Article IX of the Municipal Code of the City of Mission is hereby amended to read as follows:

Title V, Building and Construction; Chapter 505, Building and Construction Regulations; Article IX, Private and Public Swimming Pools

**PARAGRAPH 2.** Chapter 505, Article IX of the Municipal Code of the City of Mission is further amended by adding Section 505.510, Section 505.520 Section 505.530, and Section 505.540 to read as follows:

**Section 505.510 Definitions**

**PUBLIC SWIMMING POOL**

Any man-made permanently installed or temporary structure, basin, chamber or tank containing an artificial body of water that is used for swimming, bathing, scuba diving instruction, aquatic sports or other aquatic activity (including recreational or therapeutic purposes) that is owned and/or operated by a governmental entity, a commercial entity,

apartment complex/building, or homeowner's association, whether a fee for its use is charged or not. A Public Swimming Pool may be publicly or privately owned. A swimming pool that is an accessory use to a privately owned, single-family residential dwelling unit and intended for the benefit of the inhabitants of said dwelling unit only is not a Public Swimming Pool.

### **Section 505.520 Aquatic Health Code**

The 2025 Johnson County Aquatic Health Code, hereby known as the "Aquatic Code", as adopted and published by the Board of County Commissioners of Johnson County, Kansas 111 South Cherry Street, Olathe Kansas 66061, is hereby adopted by reference and made a part of this Article as though fully set forth herein.

### **Section 505.530 Official Copies on File**

There shall not be less than three (3) copies of the Aquatic Code adopted by reference in Section 505.520 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, which shall be marked or stamped "Official Copies as Incorporated by Ordinance No. \_\_\_\_\_" with all Sections or portions thereof intended to be omitted clearly marked to show any deletion or change and available to the public at all reasonable hours. The Police Department, Municipal Judges and all administrative departments of the City charged with the enforcement of the incorporating ordinance shall be supplied, at the cost of the City, such number of official copies of the standard ordinance similarly marked, deleted and changed as may be deemed expedient.

### **Section 505.540 Duty to Review, Inspect and Enforce**

- A. The Director of the Johnson County, Kansas, Environmental Department and/or his/her designees shall have the primary authority and responsibility for the administration and enforcement of this code.
- B. The Johnson County, Kansas, County Counselor and/or his/her designee shall have the authority to prosecute any and all violations of this Code. Prosecution shall be in accordance with the Johnson County, Kansas, Code of Regulations for Procedure and Enforcement, Resolution No. 116-88 or any amendments or subsequent enactments and shall be commenced in the County Code Section of the District Court of Johnson County, Kansas.

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

**Passed by the City Council this 15th day of January 2025.**

**Approved by the Mayor this 15th day of January 2025.**

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**Solana Flora, Mayor**

**ATTEST:**

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**Robyn L. Fulks, City Clerk**

**APPROVED AS TO FORM:**

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**David Martin, City Attorney**

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

# **Exhibit A**

2025 Johnson County Aquatic Health Code