



## **COMMUNITY DEVELOPMENT COMMITTEE AGENDA**

**WEDNESDAY, FEBRUARY 5, 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)*

1. Lot Split – 6029 Outlook – Brian Scott ([page 4](#))

Red Jacket Properties recently purchased the property at 6029 Outlook Street with the intention of demolishing the existing single-family home, splitting the lot, and constructing two new homes. The Planning Commission considered the case at their January 27, 2025 meeting and recommended approval to the City Council by a vote of 8-0.

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

#### **ACTION ITEMS**

2. Acceptance of the January 8, 2025 Community Development Committee Minutes – Robyn Fulks ([page 14](#))

Draft minutes of the January 8, 2025 Community Development Committee meeting are included for review and acceptance.

3. Super Pool Pass Agreement/ Letter of Understanding – Penn Almoney ([page 24](#))

The Mission Family Aquatic Center (MFAC) Super Pool Pass (SPP) program is an Interlocal Agreement between three NE Johnson County cities for the use of outdoor swimming pool facilities within each community during the summer season. This program has been in place for the past sixteen years and generates additional revenues for

attendance at the MFAC from participating communities. The SPP provides an affordable recreation program that benefits users of all ages and abilities, especially families with children.

4. 2025 Residential Street Reconstruction Projects Contract Award – Brent Morton [\(page 34\)](#)

The 2025 Residential Street Reconstruction Projects includes full depth pavement reconstruction; curb and gutter removal and replacement; and stormwater improvements or repairs on 61st Street (Broadmoor to Barkley), 62nd Street (Glenwood to Lamar), Reeds Road (Johnson Drive to 58th Street), and Belverly Drive (Dearborn to Reeds). Three bids were received for the project with G-B Construction, Inc. submitting the lowest and most responsive bid. Staff recommends approval of the contract with G-B Construction, Inc. in an amount not to exceed \$2,825,475.70. Construction is anticipated to begin in March 2025 and is estimated to be completed within 270 days from the issuance of the notice to proceed.

5. Inspection Services Task Order for 2025 Residential Street Reconstruction Projects – Brent Morton [\(page 46\)](#)

Staff recommends approval of a construction inspection services task order with Pfefferkorn Engineering Environmental, LLC for the 2025 Residential Street Reconstruction Projects in an amount not to exceed \$141,320.00. The task order is based on providing full-time services for a 270-calendar day construction timeframe and includes all documentation, observation, and required testing.

6. 2025 CARS Project Contract Award – Brent Morton [\(page 52\)](#)

The City's 2025 approved CARS project is the 63rd Street Reconstruction Project (Nall Avenue to Roe Avenue). This is a joint project with Prairie Village with Mission serving as the administrator. Five bids were received for the project with G-B Construction submitting the lowest and most responsive bid. Staff recommends approval of the contract with G-B Construction in an amount not to exceed \$678,690.55. Construction is anticipated to begin in March 2025 and is estimated to be completed within 180 days from the issuance of the notice to proceed.

7. Inspection Services for 2025 CARS Project – Brent Morton [\(page 61\)](#)

Staff recommends approval of a construction inspection services task order with Pfefferkorn Engineering Environmental, LLC for the 2025 CARS Project in an amount not to exceed \$92,140.00. This task order is based on providing full-time services for a 180-calendar day construction timeframe and includes all documentation, observation, and required testing.

8. Interlocal for 2025 Street Reconstruction Project Stormwater Reimbursement – Stephanie Boyce [\(page 66\)](#)

Johnson County provides funding for replacing aging stormwater systems rated above 3.2, with costs split equally between the County and participating cities. The total project

cost of stormwater related work in the City's 2025 Street Reconstruction Program projects was originally estimated at \$1,668,244. Actual costs are anticipated to be slightly less, and the County will contribute 50%, up to \$834,122. Approval of this agreement will enable staff to apply for reimbursement as expenses are incurred.

## **DISCUSSION ITEMS**

### **OTHER**

9. 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:        | February 5, 2025 |
| <b>Community Development</b> | From:        | Brian Scott      |

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

**RE:** Lot Split – 6029 Outlook Street

**RECOMMENDATION:** Adopt the Resolution recommending approval of a lot split for 6029 Outlook Street.

**DISCUSSION:** The property addressed as 6029 Outlook Street is Lot 156 of the Missionhill Acres subdivision, platted in 1926. The existing home on the property was built in 1935 and is approximately 744 sq. ft. (two bedrooms and one bathroom).

A custom home builder recently purchased the property with the intent of demolishing the existing building, splitting the lot, and building a new home on each new lot. The lot split would result in two, individual lots, each with a width of 60 linear feet and a depth of 140 linear feet.

Section 401.010(I)(2) of the Mission Municipal Code states:

*Any lot may be split to a minimum width of sixty (60) feet and depth of one hundred ten (110) feet if it complements the overall character of the adjacent neighborhood. In considering applications for a lot split to a width of less than seventy (70) feet, the lot width of any newly created lot may not be less than seventy-five percent (75%) of the average front lot width of lots within the subject property's block.*

The Planning Commission staff report includes an explanation of the considerations used to determine the appropriate block comparison for the subject property.

This item was considered by the Planning Commission at their January 27, 2025 meeting and was recommended to the City Council for approval by a vote of 8-0.

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

|                                 |   |
|---------------------------------|---|
| Related Statute/City Ordinance: | Section 401.010(I)(2) & Section 455.090 |
| Line Item Code/Description:     | NA                                      |
| Available Budget:               | NA                                      |

**CITY OF MISSION, KANSAS**

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

**A RESOLUTION APPROVING THE LOT SPLIT OF A PARCEL OF PROPERTY (KP27500000 0156) ADDRESSED AS 6029 OUTLOOK STREET IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS.**

**WHEREAS**, the parcel of property known as 6029 Outlook Street (Property ID KP27500000 0156) is located in Mission, Johnson County, Kansas; and

**WHEREAS**, the owner, RED JACKET PROPERTIES LLC, presented an application to the Community Development Department of the City of Mission for a lot split (PC Case #25-02) for said parcel of property; and

**WHEREAS**, Said application was considered by the Planning Commission at their regularly scheduled meeting on January 27, 2025 at which time public comment was taken regarding PC Case #25-02, after which the Planning Commission voted 8-0 to approve the application; and

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

**Section 1. Approval of Lot Split** – Pursuant to Section 440.010(I)(2) of the Mission Municipal Code, approval of a lot split for the following parcel of property:

Parcel Address: 6029 Outlook Street  
Parcel ID: KP27500000 01  
Legal Description: MISSIONHILL ACRES LT 156

and as further depicted in Exhibit A is hereby granted.

**Section 2. Mayor's Signature** - The Mayor shall affix her signature to the survey depicting the lot split attesting to the approval.

**Section 3. Recording of Lot Split** - Said Lot Split shall be recorded with the Johnson County Register of Deeds within 18 months of the date of this resolution.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION, KANSAS**  
on this 19th day of February 2025.

**APPROVED BY THE MAYOR** on this 19th day of February 2025.

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**Solana Flora, Mayor**

ATTEST:

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**Robyn Fulks, City Clerk**

# CERTIFICATE OF SURVEY

Lot 156, MISSION HILL ACRES,  
Mission, Johnson, Kansas.

## LOT SPLIT

PREPARED FOR:  
RED JACKET PROPERTIES LLC  
P.O. Box 70031  
Leawood, KS 66207

PROPERTY ADDRESS:  
6029 Outlook Street  
Mission, KS 66202

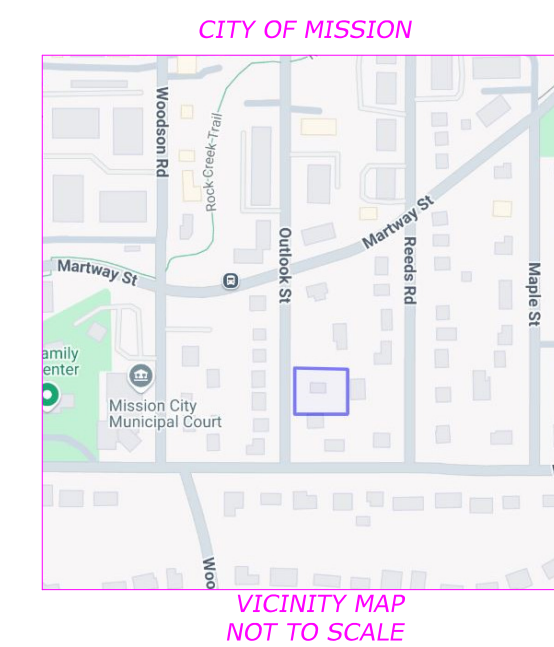
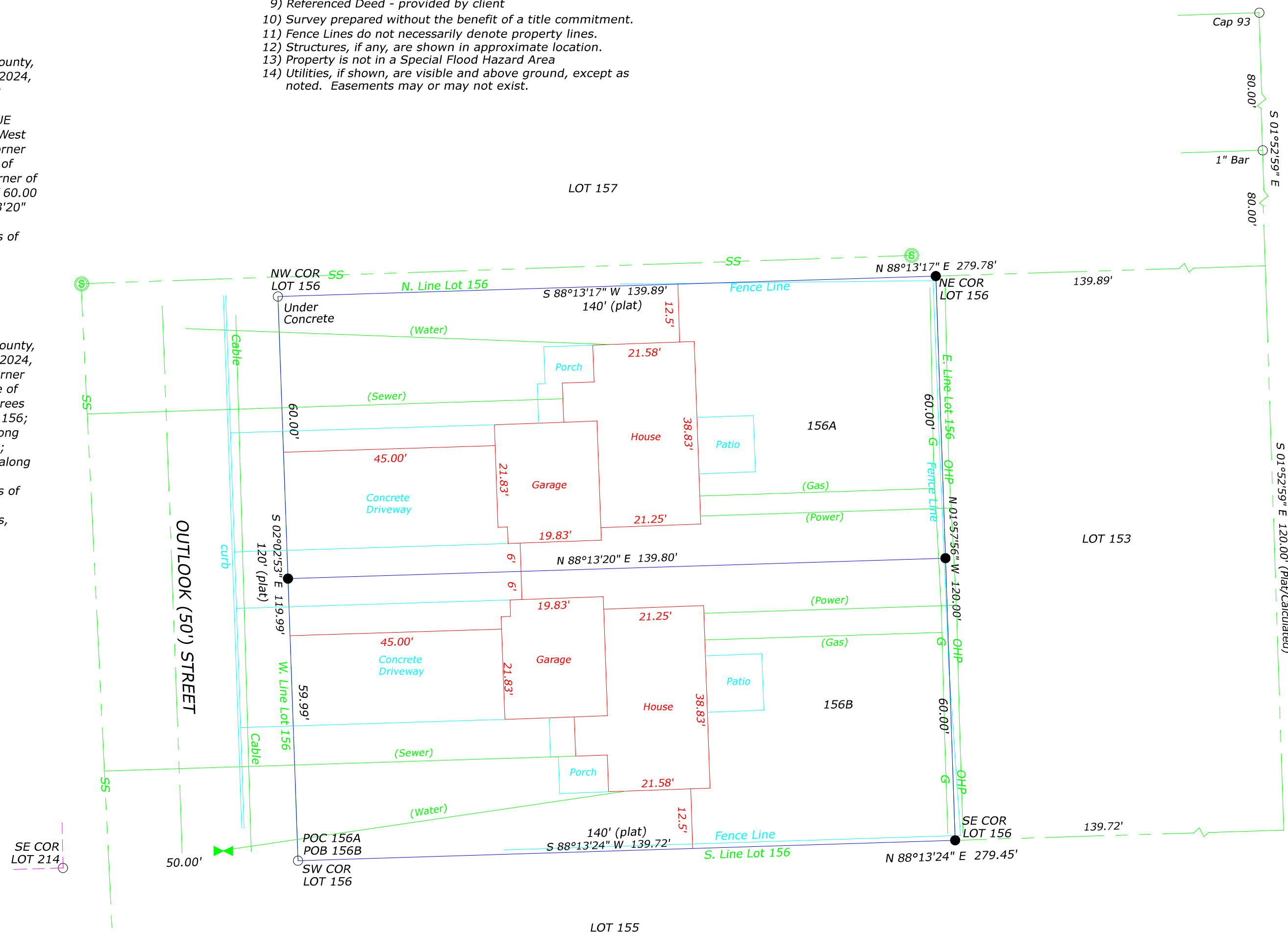
### SURVEYOR'S DESCRIPTION:

156A:  
A part of Lot 156, MISSION HILL ACRES, City of Mission, Johnson County, Kansas, as written by Joseph A. Herring PS-1296 on November 15, 2024, and more fully described as follows: Commencing at the Southwest corner of said Lot 156; thence North 02 degrees 02'53" West for a distance of 59.99 feet along the West line of said Lot 156 to the TRUE POINT OF BEGINNING; thence continuing North 02 degrees 02'53" West for a distance of 60.00 feet along said West line to the Northwest corner of said Lot 156; thence North 88 degrees 13'17" East for a distance of 139.89 feet along the North line of said Lot 156 to the Northeast corner of said Lot 156; thence South 01 degrees 57'56" East for a distance of 60.00 feet along the East line of said Lot 156; thence South 88 degrees 13'20" West for a distance of 139.80 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 8385 Square Feet, 0.19 acres, more or less, including road right of way. Error of Closure: 1 - 40238

156B:  
A part of Lot 156, MISSION HILL ACRES, City of Mission, Johnson County, Kansas, as written by Joseph A. Herring PS-1296 on November 15, 2024, and more fully described as follows: Beginning at the Southwest corner of said Lot 156; thence North 02 degrees 02'53" West for a distance of 59.99 feet along the West line of said Lot 156; thence North 88 degrees 13'20" East for a distance of 139.80 feet to the East line of said Lot 156; thence South 01 degrees 57'56" East for a distance of 60.00 feet along the East line of said Lot 156 to the Southeast corner of said Lot 156; thence South 88 degrees 13'24" West for a distance of 139.72 feet along the South line of said Lot 156 to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 8390.6 Square Feet, 0.19 acres, more or less, including road right of way. Error of Closure: 1 - 100352

### NOTES:

- 1) This survey does not show ownership or easements, per agreement with client
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All record and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - Parent Lot - 1 : 79365, 16776 Square Feet (0.385 Acres) more or less
- 5) Basis of Bearing - KS SPC North Zone 1501
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Referenced Surveys - Recorded Plat - MISSION HILL ACRES
- 8) Road Records - Per Referenced Subdivision
- 9) Referenced Deed - provided by client
- 10) Survey prepared without the benefit of a title commitment.
- 11) Fence Lines do not necessarily denote property lines.
- 12) Structures, if any, are shown in approximate location.
- 13) Property is not in a Special Flood Hazard Area
- 14) Utilities, if shown, are visible and above ground, except as noted. Easements may or may not exist.



- LEGEND:
- - 1/2" Rebar Set with Cap No.1296
  - - 1/2" Rebar Found, unless otherwise noted.
  - POB - Point of Beginning
  - POC - Point of Commencing
  - NS - Not Set this Survey per agreement with client
  - ⊕ - Fire Hydrant
  - ⊗ - Water Valve/Meter
  - ⊙ - Sanitary Sewer Manhole
  - G— - Gas Line
  - SS— - Sanitary Sewer Line
  - OHP— - Overhead Power Line
  - (xxx) - Proposed Service Line

OWNER: RED JACKET PROPERTIES, LLC - Joseph Elder, Member

Joseph Elder, Member  
RED JACKET PROPERTIES, LLC

NOTARY CERTIFICATE:  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_ 2025, before me, a notary public in and for said County and State came Joseph Elder, Member of RED JACKET PROPERTIES, LLC, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC \_\_\_\_\_

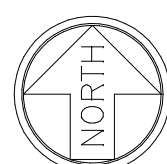
My Commission Expires: \_\_\_\_\_ (seal)

Approved by the Planning Commission of the City of Mission, Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Mike Lee, Planning Commission Chair Brian Scott, Planning Commission Secretary

Approved by the Governing Body of the City of Mission, Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

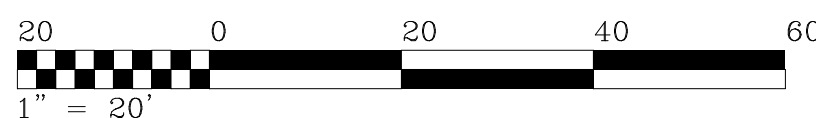
Solana Flora, Mayor Robyn Fulks, City Clerk



Scale 1" = 20'

Job # K-24-1851  
November 15, 2024 Rev. 1/16/25

J. Herring, Inc. (dba)  
**HERRING SURVEYING COMPANY**  
315 North 5th Street, Leawood, KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@teamcash.com



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of November 2024 through January 2025 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296

## AT A GLANCE

### Applicant:

Joe Elder Custom Homes, LLC

### Case Number:

Case #25-02

### Location:

6029 Outlook Street

### Project Name:

Lot Split of Lot 156 of Missionhill Acres

### Property ID:

KP27500000 0156

Lot 156 of Missionhill Acres

### Project Summary:

Applicant is requesting to split the existing lot so that he can construct a new house on each lot.

### Current Zoning:

R-1

### Staff Contact:

Brian Scott, Deputy City Administrator

### Proposed Zoning:

N/A

### Current Land Use:

Residential

### Proposed Land Use:

Residential

Public Hearing Required

### Legal Notice:

The Legal Record January 21, 2025





## Property Background and Information

The subject property is a residential lot addressed as 6029 Outlook. The property is Lot 156 of the Missionhill Acres subdivision, platted in August of 1926.

The existing house on the lot was a small, wood frame structure built in 1935. The house had two bedrooms with one bath and a total square footage of 744 sq. f.t. A one-car garage had been built on the south side of the house at a later date.

## Project Proposal

The applicant is a partner of Red Jacket Properties, who recently purchased the property. They have demolished the existing house and are requesting to split the lot into two individual parcels with the intent of building a new house on each parcel for sale.

## Plan Review and Analysis

Section 410.010 of the Mission Municipal Code pertains to single-family residential zoning. This section of the code outlines provisions for single-family housing including lot size, setbacks for a house, and the amount of area on the lot that a house can cover.

Section 410.010(I) speaks directly to minimum lot size:

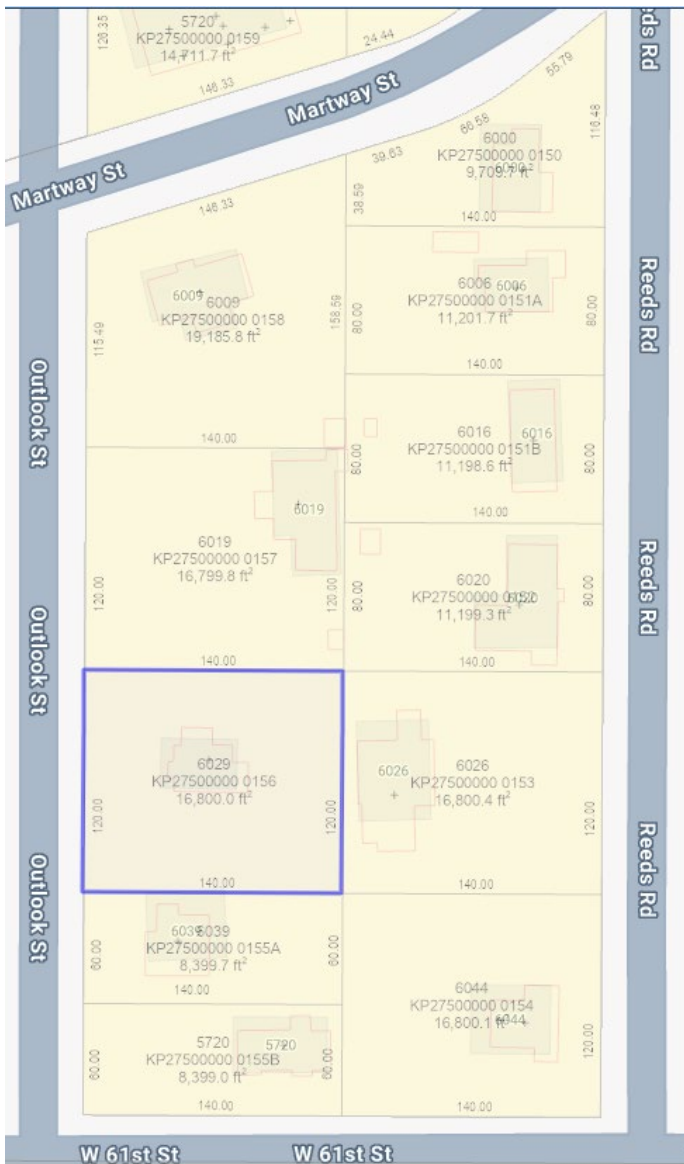
*Minimum Lot Size.* Any single-family dwelling hereafter constructed, reconstructed or altered shall require a lot having a width of not less than seventy (70) feet and an average depth of one hundred ten (110) feet, except that:

1. Any lot platted prior to October 8, 2003 and which has a width of sixty (60) feet and an average depth of one hundred ten (110) feet may be utilized for single-family dwelling.
2. Any lot may be split to a minimum width of sixty (60) feet and depth of one hundred ten (110) feet if it complements the overall character of the adjacent neighborhood. In considering applications for a lot split to a width of less than seventy (70) feet, the lot width of any newly created lot may not be less than seventy-five percent (75%) of the average front lot width of lots within the subject property's block.

The lot is currently 120 feet wide and 140 feet deep. Splitting the lot would create two lots, each 60 feet wide by 140 feet deep.

In applying the rule provided in subsection 2 above, we have traditionally looked at the block in which the lot is located; block being defined as a group of land parcels that are entirely surrounded by highways, streets, roads, or alleys. In this case most of the lots within this block are 120 feet wide, so the average width would be 103 feet. When the average width is multiplied by 75% we get 77 feet. Thus, this lot split would not be permissible.

*In considering applications for a lot split to a width of less than seventy (70) feet, the lot width of any newly created lot may not be less than seventy-five percent (75%) of the average front lot width of lots within the subject property's block.*



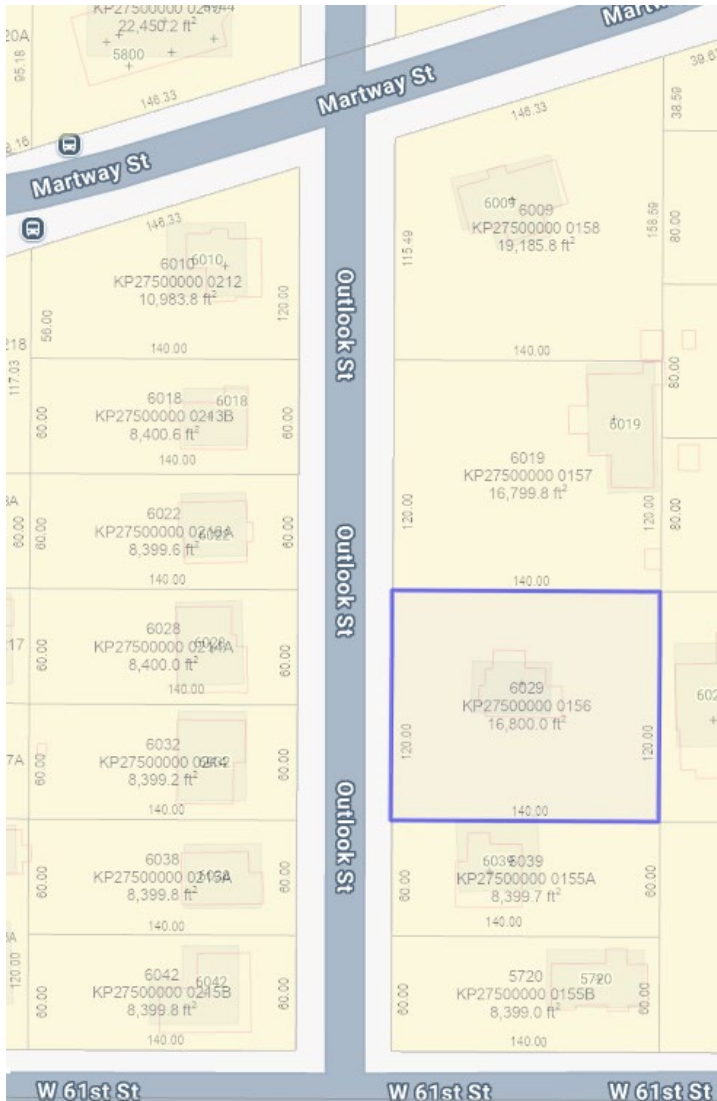
**Block A**

|    |                 |     |
|----|-----------------|-----|
| 1  | 5705 W 61ST ST  |     |
| 2  | 5711 W 61ST ST  |     |
| 3  | 5720 W 61ST ST  | 60  |
| 4  | 5721 W 61ST ST  |     |
| 5  | 5805 W 61ST ST  |     |
| 6  | 6006 REEDS RD   | 80  |
| 7  | 6009 OUTLOOK ST | 115 |
| 8  | 6010 OUTLOOK ST |     |
| 9  | 6016 REEDS RD   | 80  |
| 10 | 6018 OUTLOOK ST |     |
| 11 | 6019 OUTLOOK ST |     |
| 12 | 6019 REEDS RD   | 120 |
| 13 | 6019 WOODSON ST | 120 |
| 14 | 6020 REEDS RD   | 80  |
| 15 | 6022 OUTLOOK ST |     |
| 16 | 6023 REEDS RD   |     |
| 17 | 6023 WOODSON ST |     |
| 18 | 6026 REEDS RD   | 120 |
| 19 | 6027 WOODSON ST |     |
| 20 | 6028 OUTLOOK ST |     |
| 21 | 6029 OUTLOOK ST | 120 |
| 22 | 6029 REEDS RD   |     |
| 23 | 6029 WOODSO     |     |
| 24 | 6032 OUTLOOK ST |     |
| 25 | 6038 OUTLOOK ST |     |
| 26 | 6039 OUTLOOK ST | 120 |
| 27 | 6039 REEDS RD   |     |
| 28 | 6039 WOODSON ST |     |
| 29 | 6042 OUTLOOK ST |     |
| 30 | 6044 REEDS RD   | 120 |

Average Frontage      103.1818      0.75    77.38636

However, the question becomes, “what is a block?” Chapter 455 of the Mission Municipal Code pertains to subdividing land in the city into subdivisions. It is commonly referred to as the City’s “Subdivision Code.” This chapter defines block as “A parcel of land entirely surrounded by streets or highways **or as otherwise determined by the City Engineer** (emphasis added).”

With this particular application, if we look at the block in question not as the area defined by Outlook, Martway, Reeds, and 61<sup>st</sup> Street, but rather as the parcels that abut either side of Outlook between Martway and 61<sup>st</sup> Street, the application of the rule for a lot split would work. Most of the lots on the west side of Outlook are smaller (60 feet wide). This brings the average lot width down and allows for a lot width of 60 feet for each of the two new lots created.



**Block B**

|    |                 |     |
|----|-----------------|-----|
| 1  | 5705 W 61ST ST  |     |
| 2  | 5711 W 61ST ST  |     |
| 3  | 5720 W 61ST ST  | 60  |
| 4  | 5721 W 61ST ST  |     |
| 5  | 5805 W 61ST ST  |     |
| 6  | 6006 REEDS RD   |     |
| 7  | 6009 OUTLOOK ST | 115 |
| 8  | 6010 OUTLOOK ST | 120 |
| 9  | 6016 REEDS RD   |     |
| 10 | 6018 OUTLOOK ST | 60  |
| 11 | 6019 OUTLOOK ST | 120 |
| 12 | 6019 REEDS RD   |     |
| 13 | 6019 WOODSON ST |     |
| 14 | 6020 REEDS RD   |     |
| 15 | 6022 OUTLOOK ST | 60  |
| 16 | 6023 REEDS RD   |     |
| 17 | 6023 WOODSON ST |     |
| 18 | 6026 REEDS RD   |     |
| 19 | 6027 WOODSON ST |     |
| 20 | 6028 OUTLOOK ST | 60  |
| 21 | 6029 OUTLOOK ST | 120 |
| 22 | 6029 REEDS RD   |     |
| 23 | 6029 WOODSO     |     |
| 24 | 6032 OUTLOOK ST | 60  |
| 25 | 6038 OUTLOOK ST | 60  |
| 26 | 6039 OUTLOOK ST | 60  |
| 27 | 6039 REEDS RD   |     |
| 28 | 6039 WOODSON ST |     |
| 29 | 6042 OUTLOOK ST | 60  |
| 30 | 6044 REEDS RD   |     |

Average Frontage 79.58333 0.75 59.6875

## Recommendation

Staff recommends that the Planning Commission determine that in this particular application a block can be defined as those parcels that abut Outlook Street between Martway and 61<sup>st</sup> Street and the lot split of 6029 Outlook be permitted.

## Planning Commission Action

The Planning Commission held a public hearing at its regular meeting on January 27, 2025 to take testimony on the proposed lot split. At the conclusion of the public hearing, the Planning Commission voted 8-0 to recommend to the City Council that the lot split for 6029 Outlook (PC Case #25-02) be approved

## City Council Action

The City Council will consider PC Case #25-02 at its February 19<sup>th</sup> meeting.

|                            |              |                  |
|----------------------------|--------------|------------------|
| <b>City of Mission</b>     | Item Number: | 2.               |
| <b>ACTION ITEM SUMMARY</b> | Date:        | February 5, 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:** January 8, 2025 Community Development Committee minutes.

**RECOMMENDATION:** Review and accept the January 8, 2025 minutes of the Community Development Committee.

**DETAILS:** Minutes of the January 8, 2025 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**

January 8, 2025

The Mission Community Development Committee met at Mission City Hall and virtually via ZOOM on Wednesday, January 8, 2025. The following Committee members were present: Brian Schmid, Debbie Kring, Mayor Sollie Flora, Josepha Haden Chomphosy, Mary Ryherd, and Cheryl Carpenter-Davis. Councilmember Chociej and Councilmember Loudon joined the meeting via Zoom. No councilmembers were absent. Councilmember Ryherd called the meeting to order at 6:31 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, Deputy Chief Kirk Lane, and Parks and Recreation Director Penn Almoney and Building Official Kalin Bird.

### **Public Comments**

Councilmember Ryherd 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 December 10, 2024 Community Development Committee Minutes**

Minutes of the December 10, 2024 Community Development Committee were provided to the Committee.

Councilmember Haden Chomphosy 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 Appraisal and Acquisition Contract for the Johnson Drive Street Rehabilitation Project**

Public Works Director Stephanie Boyce presented a contract for approval for appraisal and acquisition services for the Johnson Drive Street Rehabilitation Project. Ms. Boyce explained that this item is necessary to obtain right-of-way and easements from 23 parcels. Due to the fact that this project is redeiving Federal funds, all activities must comply with the uniform act and KDOT guidelines, which the selected firm will be familiar with. Ms. Boyce explained that an RFQ was issued in November. 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 and condemnation if necessary. Five proposals were received, each with strong qualifications and experience. Through the review process, Skeens Consultant Services emerged as particularly well-suited to meet the City's needs. 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. staff recommends awarding a contract to Skeens to provide appraisal and acquisition services for the Johnson Drive Rehabilitation Project.

Councilmember Kring asked what stood out about this firm. Ms. Boyce cited the experience, close location, positive references, and good communication skills with the client and the property owners.

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 Inspection Services Contracts**

Public Works Director Stephanie Boyce next presented a contract for consideration for on-call inspection services. She explained that 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 including: right-of-way permit projects; street construction, reconstruction, overlay, sealing; stormwater installation and rehabilitation; new subdivision construction; bridge construction projects; and creek channel repair or rehabilitation

The City received eight 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, 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.

Councilmember Carpenter-Davis asked if either firm had been used in the past, and Ms. Boyce confirmed both have been used in the past. Councilmember Carpenter-Davis asked how many inspections would be done each year and Ms. Boyce explained it's typically 3-4 per year, explaining they would be used on road reconstruction projects, the Rock Creek channel project, and could be used for right-of-way permits as well.

Councilmember Kring commented that she has liked the past work of George Butler and Associates (GBA) and thanked Ms. Boyce for her work.

Councilmember Kring 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.

### **Rock Creek Channel Design Contract (Woodson to Reeds)**



Ms. Boyce's third item of the evening was for a contract for the design of the Rock Creek Stormwater Improvements (Woodson Street to Maple Street) with Olsson in an amount not to exceed \$975,385.

Ms. Boyce explained that 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 for design and construction.

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 was provided in the meeting packet. 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.

Mayor Flora asked Ms. Boyce to speak to the 2D modeling piece in connection with the PPS and how it works. Ms. Boyce explained that she is also still learning about 2D modeling and shared that the County has been developing new models for the Rock Creek watershed using developments from the Army Corps of Engineers. 2D modeling will help identify what is going on in the watershed to help with flood prevention. Mayor Flora also asked to clarify that the modeling will help with larger rain events as well and Ms. Boyce and Ms. Smith both confirmed it would. Ms. Smith added that the data is still relatively old and will have to continue to evolve. This modeling method uses the best data available to begin to understand how to design for events resulting from climate changes.

Ms. Smith also added that, due to the high price tag of this project and the Johnson Drive project, the City will need to use debt financing for both projects. She is working with the City's financial advisor on potential scenarios and would anticipate bring a recommendation forward late in the first quarter. On the stormwater side, there are funds in the Stormwater Utility Fund without having to finance the design piece. There are also quite a bit of grant funds coming in for both projects. Ms. Boyce added that the design piece is eligible for a 50% cost share.

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

### **2025 CARS Interlocal Agreement with Johnson County and Prairie Village**

Ms. Boyce's fourth item of the evening was for approval of an interlocal agreement for the 2025 CARS project with Johnson County and the City of Prairie Village. Ms. Boyce explained that Staff has been working on the design for the 2025 CARS Project, which will be 63rd Street from Nall Avenue to Roe Avenue. 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). Costs will continue to be fluid until the project goes out to bid, and this agreement does not involve any costs.

Councilmember Kring asked if there would be many easements that would add costs, and Ms. Boyce noted that there are not many in this project and oftentimes the property owner will donate the easement, meaning the City does not have to pay to acquire those.

Councilmember Carpenter-Davis 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.

### **Contract Award for 2025 Pavement Marking Project**

Ms. Boyce's next item of the evening was for approval of a contract with Heartland Traffic Services for pavement markings on miscellaneous streets throughout Mission. She explained that annually staff put out a call for bids for pavement markings that are not included with specific street projects. The periodic refresh helps improve traffic safety.

Staff research various products and is recommending using methyl methacrylate (MMA) pavement markings for striping and a thermo-plastic material for stop bars and crosswalks. The project will include installation of a high visibility crosswalk at Lamar Ave and 61st Street, an refreshed pavement markings in the following locations: Martway: Woodson to Broadmoor, Roeland Drive: Johnson Drive to Shawnee Mission Parkway, 61st Street: Metcalf to Broadmoor Street, and 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. Staff recommends awarding 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.

Councilmember Chociej thanked Ms. Boyce for bringing this project forward and he is enthusiastic to see these markings be replaced.

Councilmember Carpenter-Davis 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.

**Amendment to Section 500.034(aa) of Mission’s Municipal Code  
Pertaining to the Regulation of Accessibility for Buildings and Facilities**

Deputy City Administrator Brian Scott introduced Building Official Kalin Bird to present the item. Mr. Bird explained that this amendment will identify how and when to make a building accessible. There are Federal ADA guidelines that govern some aspects, but additional clarification is necessary. The current Building Code lays out how to install the appropriate components required by the ADA, and by adding this Chapter back into the Code, it specifies what ADA facilities (i.e. number) are required in a building, especially as it pertains to multi-family residential projects.

Councilmember Haden Chomphosy 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.

**Adoption of the Johnson County Environmental Sanitary Code, 2025  
Edition**

Mr. Scott’s next item was for adoption of the Johnson County Environmental Sanitary Code, 2025 Edition. Mr. Scott explained that the sanitary code was first put into place in 2005 by the County. It primarily pertains to sewage treatment, swimming pools, waste disposal, and water wells. It governs disposal of wastewater where no sewer district exists, speaks to systems to handling wastewater for rural communities, and to sewage treatment and pre-treatment at manufacturing facilities. In Mission, there are a small number of homes on septic systems, which this code governs. There is no regulation or inspection process for these properties except for when a property on a septic system goes up for sale. At that time, the system is inspected through the County. All cities in Johnson County have been asked to adopt the code.

Councilmember Haden-Chomphosy asked to clarify what changed in this edition. Mr. Scott explained that the largest change is that the swimming pool piece was removed and is now managed in its own, stand-alone code. There are also some changes as to wells, and updates of other standards.

Councilmember Haden Chomphosy 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.

### **Adoption of the 2025 Johnson County Aquatic Health Code**

Mr. Scott's final item of the evening was for consideration of adoption of the 2025 Johnson County Aquatic Health Code. This was removed from the sanitary code with its 2025 edition. This code only applies to public pools such as the two municipal pools, along with apartment complexes and community neighborhood pools. The code updated standards around chemical balances, installation of equipment, and safety matters.

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

### **Discussion Items**

There were no discussion items.

### **Department Updates**

Ms. Smith gave kudos to the Public Works department for their outstanding work during the blizzard earlier in the week. She also thanked the Parks & Recreation staff who helped clear parking lots, and the Police Department who also worked in the storm.

She emphasized some exciting developments coming forward in the next several months, which will be fun to think about. She mentioned that the Zoning Code update project will begin in early February, and staff is working to schedule a joint meeting with the Planning Commission. She also congratulated Ms. Boyce on her one-year anniversary with the City. She also mentioned that an official ribbon cutting will be held at The Lanes in the next month or two.

Councilmember Kring asked if the Form Based Code would be looked at in conjunction with the Zoning Code update project. Ms. Smith confirmed it would be.

### **Meeting Close**

There being no further business to come before the Committee, the meeting of the Community Development Committee was adjourned at 7:03 p.m.

Respectfully submitted,

---

Robyn L. Fulks, City Clerk

|                            |              |                  |
|----------------------------|--------------|------------------|
| <b>City of Mission</b>     | Item Number: | 3.               |
| <b>ACTION ITEM SUMMARY</b> | Date:        | February 5, 2025 |
| <b>Parks + Recreation</b>  | From:        | Penn Almoney     |

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

**RE:** Super Pool Pass Agreement and Letter of Understanding

**RECOMMENDATION:** Authorize the Mayor to execute the Interlocal Agreement indicating Mission’s participation in the Super Pool Pass program for 2025 and approve the Swim Meet Letter of Understanding.

**DETAILS:** Mission has participated in the Super Pool Pass (SPP) program since 2009, with the exception of the 2020 and 2021 outdoor swim seasons because of COVID-19 closures or concerns. This program offers residents and non-residents who qualify (those purchasing a membership for two consecutive years), the opportunity to attend participating cities’ pools if they purchase a membership to the pool in their home community along with a Super Pool Pass.

The Super Pool Pass program was designed to increase attendance at local outdoor aquatic facilities and to provide members access to new or different amenities at various pools for a reasonable price. Through the years, Fairway, Leawood, Merriam, Mission, Prairie Village, Roeland Park and Johnson County Parks & Recreation District (JCPRD) have participated in the program; however, beginning in 2024 and continuing into 2025, Fairway, Mission and Prairie Village will be the only Super Pool Pass participants.

Super Pool Pass memberships are differentiated by affixing a unique, not-easily-produced sticker to the regular pool membership card, and are priced as follows for the 2025 season:

|                             |      |
|-----------------------------|------|
| Resident Individual SPP     | \$20 |
| Non-resident Individual SPP | \$25 |

Super Pool Pass membership fees are collected by each city. Half of the revenue is kept by the host city and the other half is kept in account until the conclusion of the summer season. The shared revenues are then tabulated, minus the costs associated with producing the Super Pool Pass stickers, and the net revenue is divided among cities based upon the Super Pool Pass usage counts divided by total usage counts from every participating entity.

Total revenue generated for Mission from the Super Pass Pool program since its inception is \$95K+, with the highest revenue being generated during the 2019 season.

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

|                            |              |                  |
|----------------------------|--------------|------------------|
| <b>City of Mission</b>     | Item Number: | 3.               |
| <b>ACTION ITEM SUMMARY</b> | Date:        | February 5, 2025 |
| <b>Parks + Recreation</b>  | From:        | Penn Almoney     |

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

There were no revenues associated with the Super Pass Pool program during the 2020 and 2021 season closures due to COVID-19 mitigation strategies. A six-year summary of the Super Pool Pass activity is included in the table below.

| <b>Year</b> | <b>Passes sold (Mission)</b> | <b>Visits to Mission from partner entities</b> | <b>Mission Revenue</b> |
|-------------|------------------------------|--|------------------------|
| 2019        | 117                          | 5990   | \$15,325.43            |
| 2020        | N/A                          | N/A  | N/A                    |
| 2021        | N/A                          | N/A  | N/A                    |
| 2022        | 117                          | 3093   | \$10,199.68            |
| 2023        | 136                          | 3752   | \$11,186.02            |
| 2024        | 157                          | 1734   | \$9,282                |

In order to participate in the program, each city executes the Interlocal Agreement and a Swim Meet Letter of Understanding annually. The Letter of Understanding allows for pass holders of a host-city free admission to any of the other entities' pools on days when swim meets result in closure of a particular facility.

Staff recommends approval of the Interlocal Agreement and Letter of Understanding for the 2025 season. These documents have been reviewed and approved by the City's legal counsel.

**CFAA CONSIDERATIONS/IMPACTS:** The Super Pool Pass provides an affordable recreation program that benefits users of all ages, especially families with children and reflects programming consistent with the desire to provide opportunities and respect the needs and interests of diverse populations.

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



## **AGREEMENT FOR USE OF SWIMMING POOL FACILITIES**

THIS AGREEMENT FOR USE OF SWIMMING POOL FACILITIES (“Agreement”) is made and entered into as of the last date of signature indicated below (the “Effective Date”) by and among the City of Fairway, Kansas (“Fairway”), the City of Mission, Kansas (“Mission”), and the City of Prairie Village, Kansas (“Prairie Village”), (each a “City” and collectively the “Cities”).

### **RECITALS**

A. Each of the Cities operate the public outdoor swimming pool facilities within such City (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2025 Swim Season, (defined below,) with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the Cities to enter into this Agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities, and in consideration of the mutual advantage received by each party, the Cities hereby enter into this Agreement upon, and subject to, the following terms and conditions:

#### **I. PURPOSE AND INTENT.**

The purpose of this Agreement is to establish cooperation among the Cities by making all of the Pool Facilities available for use by the Qualified Patrons (defined below) of all the Cities with the purchase of a special pass during or for the 2025 swim season, which commences approximately May 24, 2025 and ends approximately September 1, 2025 (“2025 Swim Season”).

#### **II. EFFECTIVE DATE AND TERM.**

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect for a term of one (1) year from and after the Effective Date.

#### **III. COOPERATION USE OF POOL FACILITIES.**

As part of its program for use of its Pool Facilities during the 2025 Swim Season, each City shall establish and authorize a category of pool pass entitled “Super Pool Pass” with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, who are purchasing a family or individual season pass to that City’s Pool Facilities. As to

each City, the term “Qualified Patron” means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$20 per individual. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$25 per individual.

c. Qualified Patrons who are residents of a City may only purchase Super Pool Passes from the City in which they reside, after purchasing a city pool membership from the City in which they reside.

d. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

e. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

f. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2025 Swim Season.

g. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities; and report these counts by email at the end of the season to the Assistant City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

h. Revenue received by each City for the Super Pool Pass shall be referred to herein as the “Total Revenue.” Each City shall set aside its Total Revenue and hold the same in trust for the other Cities until the end of the 2025 Swim Season, pending a determination as to whether such City has operated on a full-time basis as described below.

i. Each City shall use its best efforts to operate its respective Pool Facilities on a full-time basis, and generally the same schedule from May 24, 2025 through July 31, 2025, outside of emergency closures. Closures due to staffing issues or construction projects are not considered emergency closures. Each City shall be entitled to retain a portion of such City’s Total Revenue (the “Retained Revenue”) based on whether the City’s Pool Facilities have or have not operated

on a full-time basis during the 2025 Swim Season. Any balance of the Total Revenue, after accounting for the allowed Retained Revenue, shall be deemed “Shared Revenue” and shared with the other Cities as set forth below:

| Dates Open     | Retained Revenue     | Shared Revenue        |
|----------------|----------------------|-----------------------|
| 90% – 100%     | 50% of Total Revenue | 50% of Total Revenue  |
| 80% - 89%      | 40% of Total Revenue | 60% of Total Revenue  |
| 70% - 79%      | 25% of Total Revenue | 75% of Total Revenue  |
| Fewer than 70% | 0% of Total Revenue  | 100% of Total Revenue |

j. Each City’s individual Shared Revenue will be summed to reach a total of pooled Shared Revenue, and such pooled Shared Revenue will be used initially to pay for the cost of the stickers. The remaining pooled Shared Revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2025 Swim Season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the remaining Shared Revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

#### **IV. POOL SAFETY STANDARDS**

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, or (b) operated by a professional pool management company engaged by the City.

c. All Pool Facilities must meet facility standards in regard to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

## **V. LIABILITY**

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signature pages follow]

**SIGNATURE PAGE TO  
AGREEMENT BY FOR USE OF SWIMMING POOL FACILITIES**

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed on the day and year indicated below.

CITY OF FAIRWAY, KANSAS

By \_\_\_\_\_

Melanie Hepperly, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

CITY OF MISSION, KANSAS

By \_\_\_\_\_

Solana Flora, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By \_\_\_\_\_

Eric Mikkelson, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

**Exhibit A**

| <b>CITY</b>     | <b>OUTDOOR POOL FACILITIES</b>                  |
|-----------------|---|
| Fairway         | 6136 Mission Road<br>Fairway, KS 66205          |
| Mission         | 6090 Woodson Road<br>Mission, KS 66202          |
| Prairie Village | 7711 Delmar Street<br>Prairie Village, KS 66208 |

## Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into as of the last date of signature indicated below by and between the **Cities of Fairway, Prairie Village, and Mission**, (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

### RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

### CONDITIONS

1. This Arrangement shall only apply to the 2025 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
4. Each City will keep track of the number of times a visiting member from each city enters any of its pool facilities and report these counts in their Super Pool Pass reporting by email at the end of the season to the Assistant City Administrator at Prairie Village.
5. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
6. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2025 season.
7. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

**[Signatures]**

CITY OF FAIRWAY, KANSAS

By: \_\_\_\_\_  
Melanie Hepperly, Mayor

Attest: \_\_\_\_\_

CITY OF MISSION, KANSAS

By: \_\_\_\_\_  
Solana Flora, Mayor

Attest: \_\_\_\_\_

CITY OF PRAIRIE VILLAGE, KANSAS

By: \_\_\_\_\_  
Eric Mikkelson, Mayor

Attest: \_\_\_\_\_



|                            |              |                  |
|----------------------------|--------------|------------------|
| <b>City of Mission</b>     | Item Number: | 4.               |
| <b>ACTION ITEM SUMMARY</b> | Date:        | February 5, 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:** 2025 Residential Street Reconstruction Projects Contract Award

**RECOMMENDATION:** Approve a contract with G-B Construction, LLC for construction of the 2025 Residential Street Reconstruction Projects in an amount not to exceed \$2,825,475.70

**DETAILS:** The 2025 Residential Street Reconstruction Project includes the streets listed below. These locations have been selected from the proposed 10-year program for local/residential streets based on pavement condition. The average PCI of these segments is 23, which is considered very poor.

1. 61st Street – Broadmoor to Barkley
2. 62nd Street – Glenwood to Lamar
3. Reeds Road – Johnson Drive to 58th Street
4. Beverly Drive – Dearborn to Reeds

The scope of work for the project includes full depth pavement reconstruction, curb and gutter removal and replacement, existing sidewalk replacement, and stormwater improvements or repairs. The 2025 Residential Street Preservation Project was bid in December 2024, and bids were opened on January 24, 2025. There were three bidders, with G-B Construction, LLC submitting the lowest and most responsive bid. The results of the bid opening are included in the table below:

**2025 Street Preservation Project**

| <b>Bidder</b>           | <b>Base Bid</b> |
|-------------------------|-----------------|
| Engineer’s Estimate     | \$3,028,063.00  |
| <b>G-B Construction</b> | \$2,825,475.70  |
| JM Fahey                | \$3,254,254.30  |
| McAnany Construction    | \$3,266,041.55  |

The Residential Street Reconstruction Program was built with a goal of allocating \$2 million dollars annually for design, construction, and construction inspection. Based on the Engineer’s Estimate for the 2025 program, it was bid with 61st Street, 62nd Street, and Beverly Drive included as a Base Bid and Reeds Road included as a Bid Alternate. Staff anticipates receiving approximately \$750,000 from the County’s Stormwater Management Program (SMP) as reimbursement for stormwater repairs and replacement associated with this project. There are no stormwater reimbursements associated with the repair of Reeds Road.

|                                 |  |
|---------------------------------|--|
| Related Statute/City Ordinance: | NA   |
| Line Item Code/Description:     | Street Sales Tax Fund/Capital Improvement Fund |
| Available Budget:               | \$2,825,475.70                                 |

|                            |              |                  |
|----------------------------|--------------|------------------|
| <b>City of Mission</b>     | Item Number: | 4.               |
| <b>ACTION ITEM SUMMARY</b> | Date:        | February 5, 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.

Staff is recommending approval of a contract with G-B Construction, LLC in an amount not to exceed \$2,825,475.70 to include all four streets. We believe there are sufficient resources in the Capital Improvement and Street Sales Tax Funds to proceed, and deferring maintenance just puts us behind in our progress. As a point of reference, the net difference between the two options is \$236,834.25. A detailed comparison of costs with and without the bid alternate is included below:

|                |                 |                 |
|----------------|-----------------|-----------------|
| Base Bid       | \$2,495,741.45  | \$2,495,741.45  |
| Bid Alternate  | \$ 329,734.25   | \$ 0            |
| Total          | \$2,825,475.70  | \$2,495,741.45  |
| Cons Insp      | \$ 141,320.00   | \$ 119,220.00   |
| Less SMP Reimb | (\$ 750,000.00) | (\$ 750,000.00) |
| Net Total      | \$2,101,795.70  | \$1,864,961.45  |

Construction is anticipated to begin in March 2025 and is estimated to be completed in 270 calendar days. Utility relocation work has been underway for the last several months in anticipation of this project.

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

|                                 |  |
|---------------------------------|--|
| Related Statute/City Ordinance: | NA   |
| Line Item Code/Description:     | Street Sales Tax Fund/Capital Improvement Fund |
| Available Budget:               | \$2,825,475.70                                 |

BID

**2025 STREET RECONSTRUCTION PROJECTS**

TO: CITY OF MISSION,  
JOHNSON COUNTY, KANSAS

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

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

**BID SHEET (BASE BID) (61<sup>st</sup> Street, 62<sup>nd</sup> Street and Beverly Drive)**

| ITEM NO. | ITEM DESCRIPTION                    | UNIT     | QUANTITY | UNIT COST \$ | COST \$       |
|----------|-------------------------------------|----------|----------|--------------|---------------|
| 1        | Force Account (Set)                 | Lump Sum | 1        | \$160,000.00 | \$160,000.00  |
| 2        | Preconstruction Survey              | Each     | 5        | 750.00       | \$ 3,750.00   |
| 3        | Clearing and Grubbing               | Lump Sum | 1        | 75,000.00    | \$ 75,000.00  |
| 4        | Tree Removal                        | Each     | 5        | 2,250.00     | \$ 11,250.00  |
| 5        | Removal of Existing Structures      | Lump Sum | 1        | 260,000.00   | \$ 260,000.00 |
| 6        | Unclassified Excavation             | Cu. Yd.  | 3446     | 40.00        | \$ 137,840.00 |
| 7        | Excavation (Unsuitable)             | Cu. Yd.  | 300      | 10.00        | \$ 3,000.00   |
| 8        | Excavation (Unstable)               | Cu. Yd.  | 300      | 10.00        | \$ 3,000.00   |
| 9        | Compaction of Earthwork (all types) | Cu. Yd.  | 47       | 40.00        | \$ 1,880.00   |
| 10       | 8" HMA (Commercial Grade Class A)   | Ton      | 4873     | 90.40        | \$ 440,519.20 |
| 11       | Cement Treated Subgrade (9")        | Sq. Yd.  | 13421    | 7.10         | \$ 95,289.10  |
| 12       | TENSAR NX850                        | Sq. Yd.  | 1500     | 5.00         | \$ 7,500.00   |

|    |  |          |             |                     |                           |
|----|--|----------|-------------|---------------------|---------------------------|
| 13 | AB-3 O.P. Modified (4")                              | Sq. Yd.  | 675         | 11. <sup>00</sup>   | \$ 7,425. <sup>00</sup>   |
| 14 | AB-3 O.P. Modified (11")                             | Sq. Yd.  | 1500        | 5. <sup>00</sup>    | \$ 7,500. <sup>00</sup>   |
| 15 | Curb & Gutter, Combined (2.5' Type C)                | Lin Ft.  | 33          | 55. <sup>50</sup>   | \$ 1,831. <sup>50</sup>   |
| 16 | Curb & Gutter, Combined (Type A)                     | Lin Ft.  | 7256        | 22. <sup>80</sup>   | \$ 165,436. <sup>80</sup> |
| 17 | Concrete Pavement (Uniform)(6")(AE)(Plain)           | Sq. Yd.  | 541<br>4436 | 79. <sup>90</sup>   | \$ 43,225. <sup>90</sup>  |
| 18 | Concrete Pavement (Uniform)(6")(AE)(Stamped colored) | Sq. Yd.  | 3           | 898. <sup>95</sup>  | \$ 2,696. <sup>85</sup>   |
| 19 | Concrete Ditch Lining (6")                           | Sq. Yd.  | 12          | 150. <sup>00</sup>  | \$ 1,800. <sup>00</sup>   |
| 20 | Sidewalk Construction (4")                           | Sq. Ft.  | 1105        | 8. <sup>35</sup>    | \$ 9,226. <sup>75</sup>   |
| 21 | Sanitary Service Line Relocation                     | Each     | 2           | 5000. <sup>00</sup> | \$ 10,000. <sup>00</sup>  |
| 22 | Sanitary Sewer Concrete Encasement (RCE)             | Lin. Ft. | 47          | 285. <sup>00</sup>  | \$ 13,395. <sup>00</sup>  |
| 23 | Sanitary Sewer Concrete Encasement (CRCE)            | Lin. Ft. | 26          | 285. <sup>00</sup>  | \$ 7,410. <sup>00</sup>   |
| 24 | 12" Storm Sewer (RCP Class III)                      | Lin Ft.  | 31          | 150. <sup>00</sup>  | \$ 4,650. <sup>00</sup>   |
| 25 | 15" Storm Sewer (RCP Class III)                      | Lin Ft.  | 79          | 150. <sup>00</sup>  | \$ 11,850. <sup>00</sup>  |
| 26 | 18" Storm Sewer (RCP Class III)                      | Lin Ft.  | 443         | 152. <sup>70</sup>  | \$ 67,646. <sup>10</sup>  |
| 27 | 24" Storm Sewer (RCP Class III)                      | Lin Ft.  | 398         | 172. <sup>50</sup>  | \$ 68,655. <sup>00</sup>  |
| 28 | 30" Storm Sewer (RCP Class III)                      | Lin Ft.  | 473         | 217. <sup>15</sup>  | \$ 102,711. <sup>95</sup> |
| 29 | 36" Storm Sewer (RCP Class III)                      | Lin. Ft. | 30          | 265. <sup>40</sup>  | \$ 7,962. <sup>00</sup>   |
| 30 | 42" Storm Sewer (RCP Class III)                      | Lin. Ft. | 116         | 256. <sup>15</sup>  | \$ 29,713. <sup>40</sup>  |
| 31 | 53"X34" Storm Sewer (RCPHE Class III)                | Lin. Ft. | 205         | 440. <sup>00</sup>  | \$ 90,200. <sup>00</sup>  |
| 32 | 8'X6' RCB (PRECAST)                                  | Lin Ft.  | 222         | 1015. <sup>00</sup> | \$ 225,330. <sup>00</sup> |
| 33 | Inlet (6'x3') (Curb Non-Setback)                     | Each     | 1           | 6700. <sup>00</sup> | \$ 6,700. <sup>00</sup>   |
| 34 | Inlet (4'x3') (Curb)                                 | Each     | 2           | 6245. <sup>00</sup> | \$ 12,490. <sup>00</sup>  |

|    |   |          |      |                       |                           |
|----|---|----------|------|-----------------------|---------------------------|
| 35 | Inlet (4'x5') (Curb)                                  | Each     | 1    | 9715. <sup>00</sup>   | \$ 9,715. <sup>00</sup>   |
| 36 | Inlet (4'x3') (Grate)                                 | Each     | 1    | 6110. <sup>00</sup>   | \$ 6,110. <sup>00</sup>   |
| 37 | Inlet (7'x3') (Curb Non-Setback)                      | Each     | 1    | 8,260. <sup>00</sup>  | \$ 8,260. <sup>00</sup>   |
| 38 | Inlet (8'x3') (Curb Non-Setback)                      | Each     | 2    | 7800. <sup>00</sup>   | \$ 15,600. <sup>00</sup>  |
| 39 | Inlet (8'x4') (Curb )                                 | Each     | 12   | 8845. <sup>00</sup>   | \$ 106,140. <sup>00</sup> |
| 40 | Inlet (8'x5') (Curb )                                 | Each     | 2    | 8295. <sup>00</sup>   | \$ 16,590. <sup>00</sup>  |
| 41 | Inlet (8'x5') (Curb Non-Setback)                      | Each     | 2    | 9,120. <sup>00</sup>  | \$ 18,240. <sup>00</sup>  |
| 42 | Inlet (6'x8') (Curb )                                 | Each     | 1    | 10,615. <sup>00</sup> | \$ 10,615. <sup>00</sup>  |
| 43 | Junction Box (4'x4')                                  | Each     | 3    | 7,450. <sup>00</sup>  | \$ 22,350. <sup>00</sup>  |
| 44 | Junction Box (6'x6')                                  | Each     | 1    | 10,135. <sup>00</sup> | \$ 10,135. <sup>00</sup>  |
| 45 | 53"X34" (RCHE END SECTION)                            | Each     | 1    | 5,000. <sup>00</sup>  | \$ 5,000. <sup>00</sup>   |
| 46 | 8'X6' RCB END SECTION (PRECAST)                       | Each     | 1    | 18,000. <sup>00</sup> | \$ 18,000. <sup>00</sup>  |
| 47 | Pipe Underdrain (4" Non-Perforated)(Type K)           | Lin. Ft. | 10   | 35. <sup>00</sup>     | \$ 350. <sup>00</sup>     |
| 48 | Pipe Underdrain (6" Non-Perforated)(Type K)           | Lin. Ft. | 10   | 35. <sup>00</sup>     | \$ 350. <sup>00</sup>     |
| 49 | Fence (Wood) (6')                                     | Lin. Ft. | 123  | 71. <sup>50</sup>     | \$ 8,794. <sup>50</sup>   |
| 50 | Fence (Chain Link)(4')                                | Lin. Ft. | 267  | 35. <sup>20</sup>     | \$ 9,398. <sup>40</sup>   |
| 51 | Gate (6') (Wood)                                      | Each     | 1    | 605. <sup>00</sup>    | \$ 605. <sup>00</sup>     |
| 52 | Gate (6') (Chain Link)                                | Each     | 1    | 495. <sup>00</sup>    | \$ 495. <sup>00</sup>     |
| 53 | Fence (Chain Link)(Black Vinyl)                       | Lin Ft.  | 40   | 120. <sup>00</sup>    | \$ 4800. <sup>00</sup>    |
| 54 | Sod (Fescue)  | Sq. Yd.  | 5865 | 910                   | \$ 53,371. <sup>50</sup>  |
| 55 | Temporary Surfacing material (AB-3 O.P. Modified)(6") | Ton      | 169  | 30. <sup>00</sup>     | \$ 5,070. <sup>00</sup>   |
| 56 | Topsoil   | Cu. Yd.  | 109  | 60. <sup>00</sup>     | \$ 6,540. <sup>00</sup>   |

|    |                                 |          |     |                       |                          |
|----|---------------------------------|----------|-----|-----------------------|--------------------------|
| 57 | 18" Filter sock                 | Lin Ft.  | 125 | 2 <sup>50</sup>       | \$ 312. <sup>50</sup>    |
| 58 | Temporary Ditch Check (Rock)    | Each     | 1   | 750. <sup>00</sup>    | \$ 750. <sup>00</sup>    |
| 59 | Inlet Protection                | Each     | 27  | 125. <sup>00</sup>    | \$ 3,375. <sup>00</sup>  |
| 60 | Hydraulic Erosion Control       | Ton      | 2.2 | 1000. <sup>00</sup>   | \$ 2,200. <sup>00</sup>  |
| 61 | 3" Caliper Tree                 | Each     | 5   | 750. <sup>00</sup>    | \$ 3,750. <sup>00</sup>  |
| 62 | Remove and replace bollard      | Each     | 1   | 1750. <sup>00</sup>   | \$ 1,750. <sup>00</sup>  |
| 63 | Construction Entrance           | Sq. Yd.  | 226 | 15. <sup>00</sup>     | \$ 3,390. <sup>00</sup>  |
| 64 | Adjustment of Sump Pump outlet  | Each     | 2   | 400. <sup>00</sup>    | \$ 800. <sup>00</sup>    |
| 65 | Tree Protection                 | Each     | 24  | 250. <sup>00</sup>    | \$ 6,000. <sup>00</sup>  |
| 66 | 20' x 30' Raised Garden         | Lump Sum | 1   | 3,000. <sup>00</sup>  | \$ 3,000. <sup>00</sup>  |
| 67 | Traffic Control                 | Lump Sum | 1   | 12,000. <sup>00</sup> | \$ 12,000. <sup>00</sup> |
| 68 | Contractor Construction Staking | Lump Sum | 1   | 25,000. <sup>00</sup> | \$ 25,000. <sup>00</sup> |

TOTAL (BASE BID) \$ 2,495,741.<sup>45</sup>

**BID SHEET (BID ALTERNATE #1) (Reeds Road)**

| ITEM NO. | ITEM DESCRIPTION                    | UNIT     | QUANTITY | UNIT COST \$          | COST \$                  |
|----------|-------------------------------------|----------|----------|-----------------------|--------------------------|
| 1        | Force Account (Set)                 | Lump Sum | 1        | \$15,000.00           | \$15,000. <sup>00</sup>  |
| 2        | Clearing and Grubbing               | Lump Sum | 1        | 8,550. <sup>00</sup>  | \$ 8,550. <sup>00</sup>  |
| 3        | Removal of Existing Structures      | Lump Sum | 1        | 43,000. <sup>00</sup> | \$ 43,000. <sup>00</sup> |
| 4        | Unclassified Excavation             | Cu. Yd.  | 620      | 61 <sup>35</sup>      | \$ 38,037. <sup>00</sup> |
| 5        | Excavation (Unsuitable)             | Cu. Yd.  | 100      | 10 <sup>00</sup>      | \$ 1,000. <sup>00</sup>  |
| 6        | Excavation (Unstable)               | Cu. Yd.  | 100      | 10 <sup>00</sup>      | \$ 1,000. <sup>00</sup>  |
| 7        | Compaction of Earthwork (all types) | Cu. Yd.  | 2        | 55 <sup>00</sup>      | 110. <sup>00</sup>       |

|    |   |          |      |                      |                          |
|----|---|----------|------|----------------------|--------------------------|
| 8  | 8" HMA (Commercial Grade Class A)                     | Ton      | 728  | 105. <sup>15</sup>   | \$ 76,549. <sup>20</sup> |
| 9  | Cement Treated Subgrade (9")                          | Sq. Yd.  | 1894 | 9. <sup>25</sup>     | \$ 17,519. <sup>50</sup> |
| 10 | TENSAR NX850  | Sq. Yd.  | 500  | 5. <sup>00</sup>     | \$ 2,500. <sup>00</sup>  |
| 11 | AB-3 O.P. Modified (4")                               | Sq. Yd.  | 815  | 10. <sup>00</sup>    | \$ 8,150. <sup>00</sup>  |
| 12 | AB-3 O.P. Modified (11")                              | Sq. Yd.  | 500  | 8. <sup>00</sup>     | \$ 4,000. <sup>00</sup>  |
| 13 | Curb & Gutter, Combined (2' Type C)                   | Lin. Ft. | 117  | 22. <sup>80</sup>    | \$ 2,667. <sup>60</sup>  |
| 14 | Curb & Gutter, Combined (3' Type C)                   | Lin. Ft. | 225  | 57. <sup>65</sup>    | \$ 12,971. <sup>25</sup> |
| 15 | Curb & Gutter, Combined (Type V)                      | Lin. Ft. | 71   | 58. <sup>85</sup>    | \$ 4,178. <sup>35</sup>  |
| 16 | Curb & Gutter, Combined (Type A)                      | Lin. Ft. | 416  | 22. <sup>80</sup>    | \$ 9,484. <sup>80</sup>  |
| 17 | Curb & Gutter, Combined (Type B)                      | Lin. Ft. | 464  | 22. <sup>80</sup>    | \$ 10,579. <sup>20</sup> |
| 18 | Concrete Pavement (Uniform)(8")(AE)(Plain)            | Sq. Yd.  | 153  | 94. <sup>05</sup>    | \$ 14,389. <sup>65</sup> |
| 19 | Sidewalk Construction (4")                            | Sq. Ft.  | 3347 | 7. <sup>15</sup>     | \$ 23,931. <sup>05</sup> |
| 20 | Sidewalk Ramp (6")                                    | Sq. Ft.  | 570  | 31. <sup>75</sup>    | \$ 18,097. <sup>50</sup> |
| 21 | Detectable Warning Surface                            | Sq. Ft.  | 59   | 64. <sup>45</sup>    | \$ 3,802. <sup>55</sup>  |
| 22 | Sod (Fescue)  | Sq. Yd.  | 426  | 9. <sup>10</sup>     | \$ 3,876. <sup>60</sup>  |
| 23 | Temporary Surfacing material (AB-3 O.P. Modified)(6") | Ton      | 37   | 30. <sup>00</sup>    | \$ 1,100. <sup>00</sup>  |
| 24 | Topsoil   | Cu. Yd.  | 8    | 60. <sup>00</sup>    | \$ 480. <sup>00</sup>    |
| 25 | Hydraulic Erosion Control                             | Ton      | 0.2  | 1,000. <sup>00</sup> | \$ 200. <sup>00</sup>    |
| 26 | 4" White (Paint)                                      | Lin. Ft. | 196  | 5. <sup>00</sup>     | \$ 980. <sup>00</sup>    |
| 27 | Construction Entrance                                 | Sq. Yd.  | 46   | 20. <sup>00</sup>    | \$ 920. <sup>00</sup>    |
| 28 | Traffic Control                                       | Lump Sum | 1    | 3900. <sup>00</sup>  | \$ 3900. <sup>00</sup>   |
| 29 | Contractor Construction Staking                       | Lump Sum | 1    | 2750. <sup>00</sup>  | 2750. <sup>00</sup>      |

TOTAL (BID ALTERNATE #1) \$ 329,734.<sup>25</sup>

The City will select the final bid package based on the available budget and the winning bidder will be determined from the lowest bid. If the City selects the "BASE BID" only, the winning bidder will be based on the lowest bid. If the City selects the "BASE BID" plus "BID ALTERNATE #1, the winning bidder will be based on the lowest total bid for these two packages.

BID SUMMARY

TOTAL (BASE BID) \$ 2,495,741.<sup>45</sup>  
TOTAL (BID ALTERNATE #1) \$ 329,734.<sup>25</sup>  
TOTAL BID \$ 2,825,475.<sup>70</sup>

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

A. The Notice to Proceed is anticipated to be March 1, 2025.

B. The undersigned further agrees to complete the work as described in the plans during 270 total Calendar days (with daily working hours from 7:00 AM to 6:00 PM Monday through Friday, 8:00 AM to 6:00 PM on Saturdays, and with no work on Sundays), and open the roadway to traffic after working hours with lane drops approved by the Engineer.

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

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

2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other contract documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities and



understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.

- 4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
- 5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the contract documents.
- 6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) Addendum # 1, 2, 3, Plans, and Specs.
- 7. The undersigned agrees to sign a contract for the bid price on this bid form up until the date of March 16, 2025.

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

DATED in Kansas this 24<sup>th</sup> day of January, 2025.

(SEAL)

G-B Construction  
Contractor

[Signature]  
Signature

George Bazin  
Printed Name

Member  
Title

P.O. Box 1305  
Street Address or P.O. Box

Louisburg, KS 66053  
City, State, Zip

913 406 9761  
Telephone Number

N/A Fax Number

CITY OF MISSION, KANSAS

AGREEMENT BETWEEN  
CITY OF MISSION, KANSAS  
AND CONTRACTOR

**2025 STREET RECONSTRUCTION PROJECTS**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025  
by and between the City of Mission, Kansas, hereinafter the "City", and \_\_\_\_\_  
hereinafter the "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **2023 STREET RECONSTRUCTION PROJECTS**, all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Mission, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of \_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will complete all work covered by this Contract no later than 120 days subject to the conditions set forth in section 1.18, CONSTRUCTION LIMITATIONS, of the Project Special Provisions. Liquidated damages based on the full bid price of the Contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: (1) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same; (2) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (3) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Mission, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF MISSION, KANSAS

ATTEST:

By \_\_\_\_\_  
Laura H. Smith  
City Administrator

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

APPROVED AS TO FORM:

\_\_\_\_\_  
David Martin  
City Attorney

\_\_\_\_\_  
Contractor

(SEAL)

By \_\_\_\_\_  
Title \_\_\_\_\_ President \_\_\_\_\_

***(If the Contract is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)***

|                            |              |                  |
|----------------------------|--------------|------------------|
| <b>City of Mission</b>     | Item Number: | 5.               |
| <b>ACTION ITEM SUMMARY</b> | Date:        | February 5, 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:** Construction Inspection Services Task Order – 2025 Residential Street Reconstruction Projects

**RECOMMENDATION:** Approve a construction inspection services task order with Pfefferkorn Engineering & Environmental, LLC (Pfefferkorn) for construction inspection services for the 2025 Residential Street Reconstruction Projects in an amount not to exceed \$141,320.00.

**DETAILS:** The 2025 Residential Street Reconstruction Project includes the streets listed below. These locations have been selected from the proposed 10-year program for local/residential streets based on pavement condition. The average PCI of these segments is 23, which is considered very poor.

1. 61st Street – Broadmoor to Barkley
2. 62nd Street – Glenwood to Lamar
3. Reeds Road – Johnson Drive to 58th Street
4. Beverly Drive – Dearborn to Reeds

The scope of work for the projects to be constructed in 2025 includes full depth pavement reconstruction, curb and gutter removal and replacement, existing sidewalk replacement, and stormwater improvements or repairs.

Construction inspection services are necessary for the 2025 Residential Street Reconstruction Projects in order to achieve quality construction in accordance with the City’s plans and specifications. Pfefferkorn was recently selected as one of the City’s on-call inspection firms and has previously provided cost effective, quality construction inspection services for the Lamar Avenue Rehabilitation and Resurfacing (UBAS) project in 2020 and the 2023 and the 2024 Residential Street Reconstruction Projects.

Staff recommends approval of a construction inspection services task order under the Master Agreement with Pfefferkorn (approved in January 2025) for inspection services for the 2025 Residential Street Reconstruction Projects in an amount not to exceed \$141,320. All documentation, observation, and required testing are included as part of this contract.

|                                 |  |
|---------------------------------|--|
| Related Statute/City Ordinance: | N/A  |
| Line Item Code/Description:     | Street Sales Tax Fund/Capital Improvement Fund |
| Available Budget:               | \$141,320                                      |

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

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

The contract is based on full-time services and the City will only be billed for actual time spent on the project. Construction is anticipated to begin in March 2025 and is estimated to be completed in 270 calendar days.

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

|                                 |  |
|---------------------------------|--|
| Related Statute/City Ordinance: | N/A  |
| Line Item Code/Description:     | Street Sales Tax Fund/Capital Improvement Fund |
| Available Budget:               | \$141,320                                      |

## Task Order

### Number 1

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, 2025 (the Agreement), between the City of Mission, Kansas (Owner) and Pfefferkorn Engineering & Environmental, LLC (CONSULTANT). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

#### **2025 Street Reconstruction Projects – City Project No.: SP-2025-02**

### **SECTION A. - SCOPE OF SERVICES**

A.1. CONSULTANT shall perform the following Services:

Services include but are not limited to construction inspection, quality management, project documentation, contract administration, daily coordination with Contractors, traffic control review, project meeting attendance, material testing, project recordkeeping, quantity tracking for each pay item & pay estimate preparation.

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A.2. The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner:

A.3. In conjunction with the performance of the foregoing Services, CONSULTANT shall provide the following submittals/deliverables (Documents) to OWNER:

### **SECTION B. - SCHEDULE**

CONSULTANT shall perform the Services and deliver the related Documents (if any) according to the following schedule:

For the duration of the 2025 Street Reconstruction Projects (270 calendar days with anticipated project start date of March 1, 2025) including project preparation before construction commences and project closeout support after project acceptance (completed construction).

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### **Section C. – Compensation**

C.1. In return for the performance of the foregoing obligations, Owner shall pay to CONSULTANT the estimated amount of \$141,320.00 payable according to the following terms:

Client shall pay to CONSULTANT 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. CONSULTANT's Services will be provided on a time and expense basis, estimated not to exceed \$141,320.00. CONSULTANT 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 CONSULTANT in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the Schedule of Fees will be presented to the Owner annually for annually.

C.3. Compensation for Additional Services (if any) shall be paid by Owner to CONSULTANT according to the following terms:

Service rates included in MASTER AGREEMENT FOR PROFESSIONAL SERVICES.

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### **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 CONSULTANT. 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 CONSULTANT have executed this task order.

#### **City of Mission, Kansas (Owner)**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

#### **Pfefferkorn Engineering & Environmental, LLC (CONSULTANT)**

**By:** *Kate Pfefferkorn-Mansker*  
**Name:** Kate Pfefferkorn-Mansker  
**Title:** Owner  
**Date:** \_\_\_\_\_





**Pfefferkorn Engineering & Environmental, LLC**

19957 W. 162<sup>nd</sup> Street  
Olathe, KS 66062  
913-490-3967  
kate.p@p-e2.com



**2025 Street Reconstruction Projects  
Construction Inspection Services**

# PROPOSAL

Pfefferkorn Engineering & Environmental, LLC is pleased to offer the following proposal for your consideration. Pfefferkorn understands the general scope of services to include project inspection, documentation, materials testing, and construction administration for the public roadway improvements including but not limited to reconstruction, asphalt surfacing, milling, concrete and pavement marking.

Pfefferkorn will provide a KDOT Certified Construction Inspector as well as supplemental inspectors and materials testing technicians when needed. Our KDOT Certified Inspector will coordinate daily inspection activities associated with the project while our supplemental inspectors and materials testing technicians will provide support services as necessary.

Our inspector will check traffic control daily, inspect work items conform to specifications and be dedicated to the project during contractor activity. As per the City’s request, this proposal has full-time inspection covering all contractor activity including material testing.

The quoted amounts are based on the project scope, plans and quantities provided December 30, 2024. The City has allotted 270 calendar days to completion, starting March 1, 2025. Working hours are anticipated to be Monday through Friday from 7:00 am to 6:00 pm and Saturday 8:00 am to 6:00 pm. (No work is anticipated on Sunday). The following table is a budgetary upper limit we anticipate covering the inspection and material testing scope of the 2025 Street Reconstruction Projects.

| <b>FULL TIME INSPECTION</b>  | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Subtotal</b>  |
|--|-----------------|-------------|------------------|------------------|
| Certified Inspector (full-time, coverage of ALL contractor activity)   | 1,560           | Hours       | \$85             | \$132,600        |
| Concrete testing<br>Slump, Unit Weight, Air Content, Temperature,<br>Compressive Strength (4" x 8" Cylinders – set of 7) | 34              | Each        | \$80             | \$2,720          |
| Aggregate Gradation Sieve Analysis<br>AB-3 OP Modified   | 2               | Each        | \$100            | \$200            |
| Asphalt Properties (Gyratory Compaction, Marshall properties, Rice Density)  | 4               | Each        | \$850            | \$3,400          |
| Field Density Testing for Asphalt and Base<br>Compaction (portable gauge)  | 16              | Days        | \$150            | \$2,400          |
|  |                 |             | <b>TOTAL</b>     | <b>\$141,320</b> |

This cost amounts stated above are to serve as a not-to-exceed limit for construction inspection and materials testing services. Inspection hourly rate is billed at \$85 per hour. Project duration expected sometime between March 1, 2025 to November 26, 2025 and subject to the contractor's work schedule approved by the City.

Thank you for your consideration. Please let me know if you have any questions or concerns. To accept this agreement, please sign below and e-mail [kate.p@p-e2.com](mailto:kate.p@p-e2.com) or fax 913-426-9138 to our office.

Very kind regards,



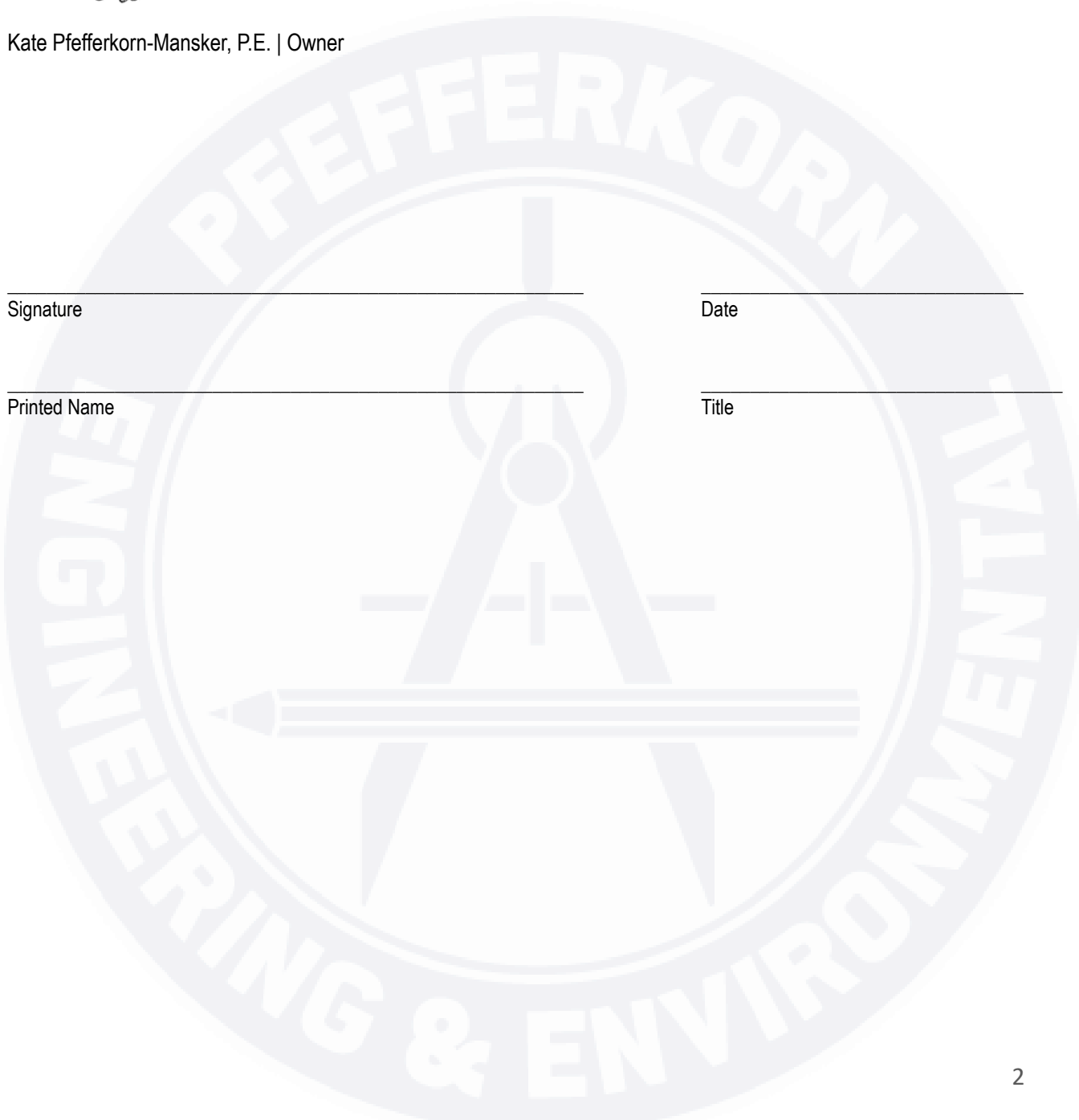
Kate Pfefferkorn-Mansker, P.E. | Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



|                            |              |                  |
|----------------------------|--------------|------------------|
| <b>City of Mission</b>     | Item Number: | 6.               |
| <b>ACTION ITEM SUMMARY</b> | Date:        | February 5, 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 2025 CARS Rehabilitation Project (63rd Street from Nall Avenue to Roe Avenue)

**RECOMMENDATION:** Approve a contract with G-B Construction, LLC for construction of the 2025 CARS Rehabilitation Project (63rd Street from Nall Avenue to Roe Avenue) in an amount not to exceed \$678,690.55.

**DETAILS:** On April 3, 2024, the City Council approved a resolution adopting the 5-Year CARS Street Improvement Program for 2024-2029, which included 63rd Street Reconstruction Project (Nall Avenue to Roe Avenue) in 2025. A design contract for the project was also authorized at the same meeting. This is a joint project with Prairie Village with Mission administering the project.

The proposed improvements include mill and overlay with full-depth pavement repairs/replacement, spot replacement of curb and gutter, sidewalks and ADA ramps, stormwater repairs and pavement markings. The project was bid in December 2024, and the bids were opened on January 24, 2025. There were five bidders, with G-B Construction, LLC submitting the lowest and most responsive bid. The results of the bid opening are included in the table below:

| <b>63rd Street Rehabilitation Project (Nall Avenue to Roe Avenue)</b> |                     |
|---|---------------------|
| <b>Engineer's Estimate</b>  | <b>\$988,734.00</b> |
| G-B Construction, LLC   | \$678,690.55        |
| McAnany   | \$715,000.00        |
| Superior Bowen  | \$746,773.90        |
| JM Fahey  | \$764,197.00        |
| McConnell & Associates  | \$771,567.90        |

All bids were under the original engineer's estimate submitted to CARS.

|                         |                 |
|-------------------------|-----------------|
| Construction            | \$ 678,690.55   |
| Construction inspection | \$ 92,140.00    |
| Total                   | \$ 770,830.55   |
| Less CARS funding       | (\$ 376,000.00) |
| Net Project Cost        | \$ 394,830.55   |

An Interlocal Agreement between Mission and Prairie Village will be brought forward at the March committee meeting to share in the net project cost.

|                                 |                          |
|---------------------------------|--------------------------|
| Related Statute/City Ordinance: | NA                       |
| Line Item Code/Description:     | Capital Improvement Fund |
| Available Budget:               | \$770,830.55             |

|                            |              |                  |
|----------------------------|--------------|------------------|
| <b>City of Mission</b>     | Item Number: | 6.               |
| <b>ACTION ITEM SUMMARY</b> | Date:        | February 5, 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.

Construction is anticipated to begin in March 2025 and is estimated to be completed within 180 days from the issuance of the notice to proceed.

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

|                                 |                          |
|---------------------------------|--------------------------|
| Related Statute/City Ordinance: | NA                       |
| Line Item Code/Description:     | Capital Improvement Fund |
| Available Budget:               | \$770,830.55             |

BID

**63rd STREET PAVEMENT REHABILITATION (ROE AVE. TO NALL AVE.)**

TO: CITY OF MISSION,  
JOHNSON COUNTY, KANSAS

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

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

**BID SHEET**

| ITEM NO. | ITEM DESCRIPTION   | UNIT | QUANTITY | UNIT COST \$      | COST \$                  |
|----------|--|------|----------|-------------------|--------------------------|
| 1        | FORCE ACCOUNT  | LS   | 1        | \$90,000.00       | \$90,000.00              |
| 2        | MILLING (3")   | SY   | 8392     | 6.50              | \$54,548. <sup>00</sup>  |
| 3        | FULL DEPTH PAVEMENT REPAIR                               | SY   | 164      | 65. <sup>50</sup> | \$10,742. <sup>00</sup>  |
| 4        | 2" ASPHALT SURFACE (APWA TYPE 6)                         | SY   | 4820     | 9.65              | \$46,513. <sup>00</sup>  |
| 5        | 3" ASPHALT SURFACE (APWA TYPE 6)                         | SY   | 3574     | 14. <sup>00</sup> | \$50,036. <sup>00</sup>  |
| 6        | 6" ASPHALT BASE (APWA TYPE 5)<br>(INCLUDES 5" REMOVALS)  | SY   | 4820     | 41.60             | \$200,512. <sup>00</sup> |
| 7        | TENSAR NX850   | SY   | 500      | 5. <sup>00</sup>  | \$2,500. <sup>00</sup>   |
| 8        | 11" AB-3 (OP MODIFIED)                                   | SY   | 500      | 5. <sup>00</sup>  | \$2,500. <sup>00</sup>   |
| 9        | 9" CEMENT TREATED SUBGRADE                               | SY   | 4820     | 6. <sup>35</sup>  | \$30,607. <sup>00</sup>  |
| 10       | COMBINED CURB & GUTTER REMOVAL &<br>REPLACEMENT (TYPE B) | LF   | 1602     | 36. <sup>05</sup> | \$57,752. <sup>10</sup>  |
| 11       | COMBINED CURB & GUTTER REMOVAL &<br>REPLACEMENT (TYPE C) | LF   | 364      | 36. <sup>05</sup> | \$13,122. <sup>20</sup>  |
| 12       | 4" SIDEWALK REPLACEMENT                                  | SF   | 899      | 11.50             | \$10,338. <sup>50</sup>  |
| 13       | 4" AB-3 (OP MODIFIED)                                    | SY   | 175      | 10. <sup>00</sup> | \$1,750. <sup>00</sup>   |

|    |   |     |      |                        |                          |
|----|---|-----|------|------------------------|--------------------------|
| 14 | REMOVE AND REPLACE SIDEWALK RAMP                  | EA  | 6    | 1980. <sup>00</sup>    | \$ 11,880. <sup>00</sup> |
| 15 | DETECTABLE WARNING SURFACE                        | SF  | 60   | 67. <sup>10</sup>      | \$ 4,026. <sup>00</sup>  |
| 16 | 6" CONCRETE DRIVEWAY REPLACEMENT                  | SY  | 175  | 101. <sup>00</sup>     | \$ 17,675. <sup>00</sup> |
| 17 | 8" CONCRETE DRIVEWAY REPLACEMENT                  | SY  | 74   | 121. <sup>90</sup>     | \$ 9,020. <sup>60</sup>  |
| 18 | CURB INLET THROAT REPLACEMENT                     | LF  | 51   | 53. <sup>20</sup>      | \$ 2,713. <sup>20</sup>  |
| 19 | ADJUSTMENT OF MANHOLE                             | EA  | 3    | 3500. <sup>00</sup>    | \$ 10,500. <sup>00</sup> |
| 20 | CURB INLET (6'X4')(REPLACEMENT)                   | EA  | 1    | 7100. <sup>00</sup>    | \$ 7,100. <sup>00</sup>  |
| 21 | CURB INLET (4'X4') (COMBINATION)<br>(REPLACEMENT) | EA  | 1    | 5800. <sup>00</sup>    | \$ 5800. <sup>00</sup>   |
| 22 | STORM SEWER (RCP CLASS III)(15")                  | LF  | 28   | 205. <sup>00</sup>     | \$ 5,740. <sup>00</sup>  |
| 23 | PIPE COLLAR                                       | EA  | 1    | 750. <sup>00</sup>     | \$ 750. <sup>00</sup>    |
| 24 | SOD   | SY  | 482  | 15. <sup>00</sup>      | \$ 7,320. <sup>00</sup>  |
| 25 | PROJECT SIGN (CARS)                               | EA  | 2    | 805. <sup>00</sup>     | \$ 1,610. <sup>00</sup>  |
| 26 | 4" WHITE (IMP)                                    | LF  | 197  | 1.65                   | \$ 325. <sup>05</sup>    |
| 27 | 4" YELLOW (IMP)                                   | LF  | 5278 | 1.65                   | \$ 8,708. <sup>70</sup>  |
| 28 | 12" YELLOW (IMP)                                  | LF  | 58   | 5. <sup>40</sup>       | \$ 313. <sup>20</sup>    |
| 29 | 24" WHITE (PTP)                                   | LF  | 92   | 21. <sup>50</sup>      | \$ 1,978. <sup>00</sup>  |
| 30 | WHITE TURN ARROW (PTP)                            | EA  | 6    | 270. <sup>00</sup>     | \$ 1620. <sup>00</sup>   |
| 31 | TRAFFIC CONTROL                                   | LS  | 1    | \$ 9100. <sup>00</sup> | \$ 9,100. <sup>00</sup>  |
| 32 | TEMPORARY SURFACING MATERIAL (AB-3)               | TON | 56   | 30. <sup>00</sup>      | \$ 1,680. <sup>00</sup>  |

TOTAL BID \$ 678,690.<sup>55</sup>

1. The undersigned further agrees to begin upon the date stated in the Notice to Proceed and to complete the work, if this bid is accepted, as stated herein:
  - A. The Notice to Proceed is anticipated to be March 14, 2025.
  - B. The undersigned further agrees to complete the work as described in the plans during 180 total consecutive calendar days (with daily working hours from 7:00 AM to 6:00 PM Monday through Friday, 8:00 AM to 6:00 PM on Saturdays, and with no work on Sundays), and open the roadway to traffic after working hours with lane drops approved by the Engineer.

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

The undersigned also declares that he/she understands that liquidated damages based on the full bid price of the contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion times in parts A through B stated above.
2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.
3. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other contract documents, and that it has inspected the actual location of the work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.
4. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute an agreement within ten (10) calendar days from and after notice of the award of the contract, and failure of the bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to bid security.
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the Architect/Engineer and further approved by the City staff coordinator for the project, all as provided in the contract documents.
6. Undersigned acknowledges receipt of the Plans and Specifications for the project including the following addenda (complete) Acknowledge 1, 2, 3, 4 plans and specs.
7. The undersigned agrees to sign a contract for the bid price on this bid form up until the date of May 15, 2025.

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

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

DATED in Kansas this 24th day of January, 2025.

(SEAL)

G-B Construction LLC  
Contractor

[Signature]  
Signature

George Bazin  
Printed Name

Member  
Title

P.O. Box 1305  
Street Address or P.O. Box

Louisburg, KS 66053  
City, State, Zip

913 406 9761  
Telephone Number

N/A Fax Number



CITY OF MISSION, KANSAS

AGREEMENT BETWEEN  
CITY OF MISSION, KANSAS  
AND CONTRACTOR

**63<sup>rd</sup> STREET PAVEMENT REHABILITATION (ROE AVE. TO NALL AVE.)**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Mission, Kansas, hereinafter the "City", and \_\_\_\_\_ hereinafter the "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **63<sup>rd</sup> STREET PAVEMENT REHABILITATION (ROE AVE. TO NALL AVE.)**, all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General Conditions, Project Special Provisions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Mission, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of \_\_\_\_\_

DOLLARS (\$\_\_\_\_\_) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will complete all work covered by this Contract no later than 120 days subject to the conditions set forth in section 1.18, CONSTRUCTION LIMITATIONS, of the Project Special Provisions. Liquidated damages based on the full bid price of the Contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion time(s) stated above.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: (1) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same; (2) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (3) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Mission, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF MISSION, KANSAS

ATTEST:

By \_\_\_\_\_  
Laura H. Smith  
City Administrator

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

APPROVED AS TO FORM:

\_\_\_\_\_  
David Martin  
City Attorney

\_\_\_\_\_  
Contractor

(SEAL)

By \_\_\_\_\_  
Title \_\_\_\_\_ President \_\_\_\_\_

*(If the Contract is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)*

|                            |              |                  |
|----------------------------|--------------|------------------|
| <b>City of Mission</b>     | Item Number: | 7.               |
| <b>ACTION ITEM SUMMARY</b> | Date:        | February 5, 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:** Construction Inspection Services Agreement – 2025 CARS Rehabilitation Project (63rd Street from Nall Avenue to Roe Avenue)

**RECOMMENDATION:** Approve a construction inspection services agreement with Pfefferkorn Engineering & Environmental, LLC (Pfefferkorn) for construction inspection services for the 2025 CARS Rehabilitation Project (63rd Street from Nall Avenue to Roe Avenue) in an amount not to exceed \$92,140.00.

**DETAILS:** On April 3, 2024, the City Council approved a resolution adopting the 5-Year CARS Street Improvement Program for 2024-2029, which included 63rd Street from Nall Avenue to Roe Avenue in 2025. The proposed improvements include a mill and overlay with full-depth pavement repairs/replacement, spot replacement of curb and gutter, sidewalks and ADA ramps, stormwater repairs and pavement markings.

Construction inspection services are necessary for the 2025 CARS project in order to achieve quality construction in accordance with the City’s plans and specifications. Pfefferkorn was recently selected as one of the City’s on-call inspection firms and has previously provided cost effective, quality construction inspection services for the Lamar Avenue Rehabilitation and Resurfacing (UBAS) project in 2020 and the 2023 and the 2024 Residential Street Reconstruction projects.

Staff recommends approval of a construction inspection services agreement for the 2025 CARS Rehabilitation Project (63rd Street from Nall Avenue to Roe Avenue) with Pfefferkorn in an amount not to exceed \$92,140.00. All documentation, observation, and required testing are included as part of this contract.

The contract is based on full-time services and the City will only be billed for actual time spent on the project. Construction is anticipated to begin in March 2025 and is estimated to be completed within 180 days.

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

|                                 |  |
|---------------------------------|--|
| Related Statute/City Ordinance: | N/A  |
| Line Item Code/Description:     | Street Sales Tax Fund/Capital Improvement Fund |
| Available Budget:               | \$92,140.00                                    |

## Task Order

### Number 2

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, 2025 (the Agreement), between the City of Mission, Kansas (Owner) and Pfefferkorn Engineering & Environmental, LLC (CONSULTANT). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

**63<sup>RD</sup> Street (Nall Ave. to Roe Ave.) – City Proj No: SP-2025-01, CARS Proj No: 320001513**

#### SECTION A. - SCOPE OF SERVICES

A.1. CONSULTANT shall perform the following Services:

Services include but are not limited to construction inspection, quality management, project documentation, contract administration, daily coordination with Contractors, traffic control review, project meeting attendance, material testing, project recordkeeping, quantity tracking for each pay item & pay estimate preparation.

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A.2. The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner:

A.3. In conjunction with the performance of the foregoing Services, CONSULTANT shall provide the following submittals/deliverables (Documents) to OWNER:

#### SECTION B. - SCHEDULE

CONSULTANT shall perform the Services and deliver the related Documents (if any) according to the following schedule:

For the duration of the 63<sup>rd</sup> Street Project (180 calendar days with anticipated project start date of March 14, 2025) including project preparation before construction commences and project closeout support after project acceptance (completed construction).

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#### Section C. – Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to CONSULTANT the estimated amount of \$90,140.00 payable according to the following terms:

Client shall pay to CONSULTANT 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. CONSULTANT's Services will be provided on a time and expense basis, estimated not to exceed \$90,140.00. CONSULTANT 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 CONSULTANT in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the Schedule of Fees will be presented to the Owner annually for annually.

C.3. Compensation for Additional Services (if any) shall be paid by Owner to CONSULTANT according to the following terms:

Service rates included in MASTER AGREEMENT FOR PROFESSIONAL SERVICES.

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### **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 CONSULTANT. 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 CONSULTANT have executed this task order.

#### **City of Mission, Kansas (Owner)**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

#### **Pfefferkorn Engineering & Environmental, LLC (CONSULTANT)**

**By:**   
**Name:** Kate Pfefferkorn-Mansker  
**Title:** Owner  
**Date:** \_\_\_\_\_



**Pfefferkorn Engineering & Environmental, LLC**

19957 W. 162<sup>nd</sup> Street  
Olathe, KS 66062  
913-490-3967  
kate.p@p-e2.com



**63<sup>rd</sup> Street Pavement Rehabilitation (Roe Ave. to Nall Ave.)  
Construction Inspection Services**

# PROPOSAL

Pfefferkorn Engineering & Environmental, LLC is pleased to offer the following proposal for your consideration. Pfefferkorn understands the general scope of services to include project inspection, documentation, materials testing, and construction administration for the public roadway improvements including but not limited to reconstruction, asphalt surfacing, milling, concrete and pavement marking.

Pfefferkorn will provide a KDOT Certified Construction Inspector as well as supplemental inspectors and materials testing technicians when needed. Our KDOT Certified Inspector will coordinate daily inspection activities associated with the project while our supplemental inspectors and materials testing technicians will provide support services as necessary.

Our inspector will check traffic control daily, inspect work items conform to specifications and be dedicated to the project during contractor activity. As per the City’s request, this proposal has full-time inspection covering all contractor activity including material testing.

The quoted amounts are based on the project scope, plans and quantities provided December 30, 2024. The City has allotted 180 calendar days to completion, starting March 14, 2025. Working hours are anticipated to be Monday through Friday from 7:00 am to 6:00 pm and Saturday 8:00 am to 6:00 pm. (No work is anticipated on Sunday). The following table is a budgetary upper limit we anticipate covering the inspection and material testing scope of the 63<sup>rd</sup> Street Pavement Rehabilitation Project (Roe Avenue to Nall Avenue).

| <b>FULL TIME INSPECTION</b>  | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b> | <b>Subtotal</b> |
|--|-----------------|-------------|------------------|-----------------|
| Certified Inspector (full-time, coverage of ALL contractor activity)   | 1,040           | Hours       | \$85             | \$88,400        |
| Concrete testing<br>Slump, Unit Weight, Air Content, Temperature,<br>Compressive Strength (4" x 8" Cylinders – set of 7) | 13              | Each        | \$80             | \$1,040         |
| Aggregate Gradation Sieve Analysis<br>AB-3 OP Modified   | 1               | Each        | \$100            | \$100           |
| Asphalt Properties (Marshall properties, Asphalt<br>Binder Content by Burn-off, Core Density)                            | 2               | Each        | \$850            | \$1,700         |
| Field Density Testing for Asphalt and Base<br>Compaction (portable gauge)  | 6               | Days        | \$150            | \$900           |
|  |                 |             | <b>TOTAL</b>     | <b>\$92,140</b> |

This cost amounts stated above are to serve as a not-to-exceed limit for construction inspection and materials testing services. Inspection hourly rate is billed at \$85 per hour. Project duration expected sometime between March 14, 2025 to September 10, 2025 and subject to the contractor's work schedule approved by the City.

Thank you for your consideration. Please let me know if you have any questions or concerns. To accept this agreement, please sign below and e-mail [kate.p@p-e2.com](mailto:kate.p@p-e2.com) or fax 913-426-9138 to our office.

Very kind regards,



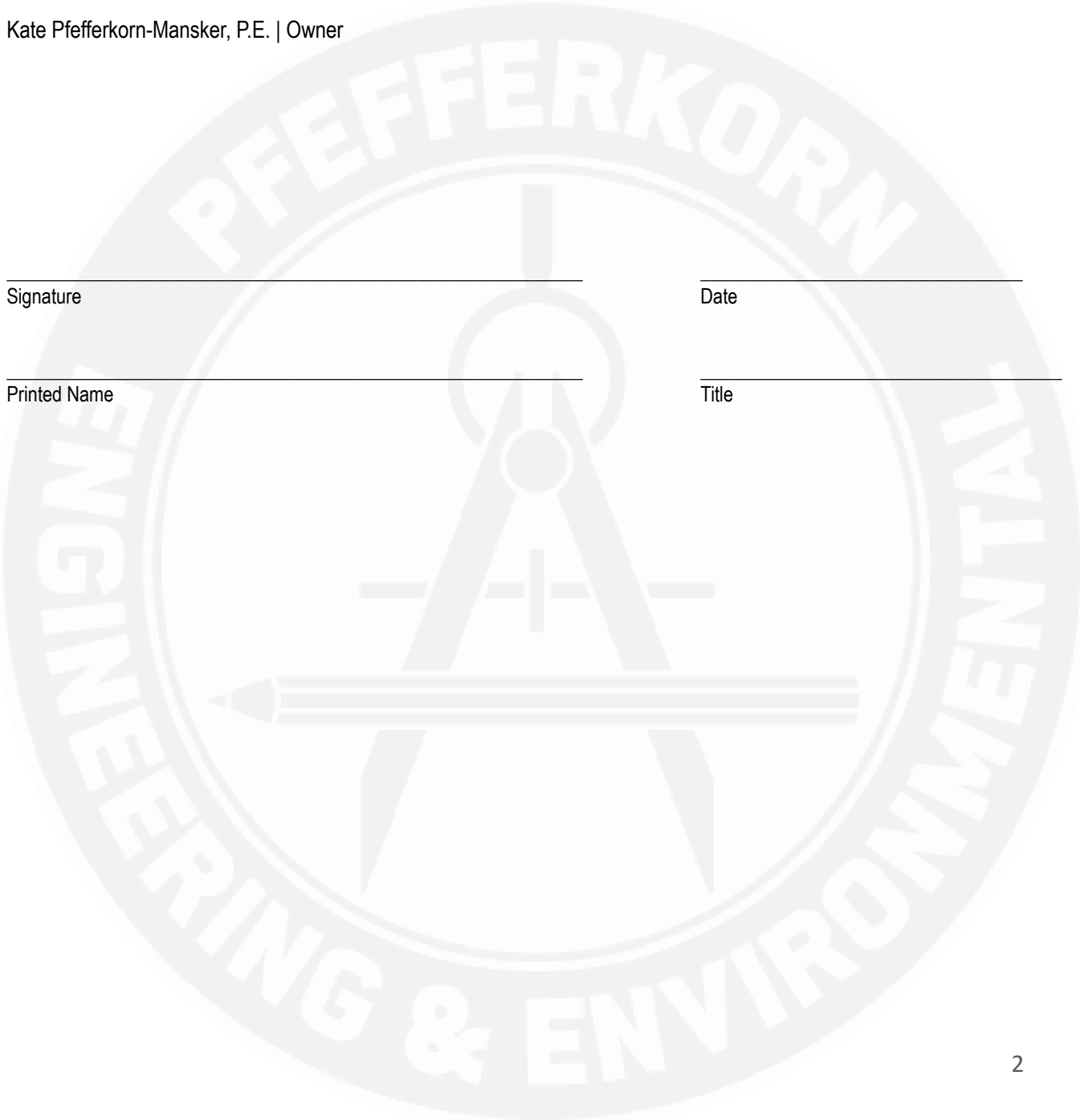
Kate Pfefferkorn-Mansker, P.E. | Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title





|                              |              |                  |
|------------------------------|--------------|------------------|
| <b>City of Mission</b>       | Item Number: | 8.               |
| <b>ACTION ITEM SUMMARY</b>   | Date:        | February 5, 2025 |
| <b>Community Development</b> | From:        | Stephanie Boyce  |

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

**RE:** Interlocal with Johnson County for Stormwater System Renewal Project – 2025 Street Preservation Project

**RECOMMENDATION:** Approve an Interlocal Agreement with Johnson County for the 2025 Stormwater System Renewal Project known as 2025 Mission Street Repairs (1-MI-2025-R-583).

**DETAILS:** Johnson County provides funding assistance for replacing aging stormwater infrastructure with a condition rating above 3.2. This program offers a 50/50 cost-share between the County and participating cities for replacing existing infrastructure. However, cities are responsible for costs associated with system upgrades, such as increasing capacity or adding new infrastructure.

In 2024, staff submitted an application to Johnson County to replace all eligible stormwater assets within the 2025 Street Rehabilitation Project and other capital projects. The County issued the interlocal agreement in late 2024 and it is now ready for Council consideration.

The agreement outlines County policies and procedures, details the stormwater system renewal projects, and commits funding contributions. The County will cover up to 50% of the stormwater costs (estimated at \$1,668,244). Following the bid opening, Staff is estimating the total stormwater costs for the 2025 Residential Street Reconstruction Program will be less than the original estimates, resulting in reimbursement of approximately \$750,000. The City’s share has already been allocated through a transfer from the stormwater utility fund to the street program budget.

Approval of this agreement enables staff to request reimbursement for eligible stormwater infrastructure costs associated with the 2025 Residential Street Reconstruction Program as expenses are incurred.

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

|                                 |  |
|---------------------------------|--|
| Related Statute/City Ordinance: | N/A                                    |
| Line Item Code/Description:     | 25-90-805-70 Street Preservation       |
| Available Budget:               | \$750,000 (estimated City’s 50% match) |

**Agreement between  
Johnson County and the City of Mission  
For a Stormwater System Renewal Project  
known as Mission 2025 Street Reconstruction  
1-MI-2025-R-583**

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

**Recitals**

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the stormwater system renewal project ("Renewal Project") for the stormwater management project identified as Mission 2025 Street Reconstruction (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

## **Agreement**

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

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Renewal Project shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
  
2. **Stormwater System Renewal Requirements.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations. The costs and expenses incurred by the City in connection with the Project shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement. Reimbursement will only be made for eligible stormwater assets which have been assigned an observed risk score of 3.2 or higher by the Stormwater Management Program under the 2018 Strategic Asset Management Plan (SAMP). The SAMP can be found at <https://www.jocogov.org/sites/default/files/files/2024-04/JOCO-SMP-SAMP-Report.pdf> or will be provided upon request.
  
3. **Estimated Cost of Renewal Project.** The City represents it has established, a good faith estimate of the total cost for the renewal of eligible stormwater assets included in the Renewal Project of One Million Six Hundred Sixty Eight Thousand Two Hundred Forty Four Dollars (\$1,668,244). Cost estimates shall be prepared by qualified city staff or qualified independent contractor retained by the city.
  
4. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Renewal Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Renewal Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

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

the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

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

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

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

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

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

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

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

**If to the County:**

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

**If to the City:**

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

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

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

**City of Mission**

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

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

Attest:

Attest:

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

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

Approved as to Form:

Approved as to Form:

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

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