

**City of Mission
Regular Meeting Agenda
Wednesday, December 17, 2014
7:00 p.m.
Mission City Hall, 6090 Woodson**

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

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

- 2014 Budget Amendment

1. SPECIAL PRESENTATIONS

- Presentation to Councilmember Debbie Kring, 15 Years of Service
- Presentation to Kenny York, Public Works Department, 35 Years of Service
- Presentation of Certificate of Achievement in Financial Reporting to City Administrator Laura Smith

2. ISSUANCE OF NOTES AND BONDS

3. CONSENT AGENDA

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

CONSENT AGENDA - GENERAL

- 3a. [Minutes of the November 19, 2014 City Council Meeting](#)

CONSENT AGENDA - Finance & Administration Committee

[Finance & Administration Committee Meeting Packet 12-10-14](#)
Finance & Administration Committee Meeting Minutes 12-10-14

- 3b. 2015 Classification & Salary Schedule
- 3c. Personnel Policy & Guidelines Update
- 3d. KERIT Workers Compensation Renewal
- 3e. Property/Casualty/General Liability Renewals
- 3f. 2015 Alcohol Tax Fund Recommendations
- 3g. Ordinance Amending 2014 Standard Traffic Ordinance
- 3h. 2015 CMB Renewals
- 3i. 2015 Budget Ordinance
- 3j. Ordinance Directing City Administrator to Spend According to Budget
- 3k. Surplus Equipment Resolution

CONSENT AGENDA - Community Development Committee

[Community Development Committee Meeting Packet 12-10-14](#)

Community Development Committee Meeting Minutes 12-10-14

- 3l. On-call Engineering Services Contracts
- 3m. Bids for Replacement of City Hall Roof

COMMUNITY COMMITTEE REPORTS

We have included available minutes for each Community Committee in your packets. If you have questions about these committees, you may bring them up under New Business.

Mission Convention & Visitors Bureau
Mission Arts Council
Mission Tree Board
Sustainability Commission
Parks and Recreation Commission

4. PUBLIC COMMENTS

5. ACTION ITEMS

Planning Commission

- 5a. Downtown and East Gateway Zoning Code Text Changes

Miscellaneous

6. COMMITTEE REPORTS

Finance & Administration, Amy Miller

[Finance & Administration Committee Meeting Packet 12-10-14](#)

Finance & Administration Committee Meeting Minutes 12-10-14

- 6a. 2014 Budget Amendment
- 6b. Assessment Proceedings - Rock Creek Benefit District

Community Development, Steven Lucas

[Community Development Committee Meeting Packet 12-10-14](#)

Community Development Committee Meeting Minutes 12-10-14

- 6c. Comprehensive Plan Contractual Services - Scott Michie Planning Services & Mind Mixer Public Engagement
- 6d. Parks & Recreation Master Plan Consultant
- 6e. ETC 2015 Survey Services
- 6f. Interlocal - Mission/Roeland Park Site Development

7. UNFINISHED BUSINESS

8. NEW BUSINESS

9. MAYOR'S REPORT

Appointments

Planning Commission

- Stuart Braden, Ward I
- Charlie Troppito, Ward III
- Mike Lee, Ward IV
- Rob Simpson, Ward IV
- Robin Dukelow, Ward IV

Board of Zoning Appeals

- Stuart Braden, Ward I
- Jim Brown, Ward II
- Carla Mills, Ward III
- Robin Dukelow, Ward IV
- Mike Lee, Ward IV

10. CITY ADMINISTRATOR'S REPORT

EXECUTIVE SESSION

ADJOURNMENT

City of Mission	Item Number:	5a.
ACTION ITEM SUMMARY	Date:	December 5, 2014
COMMUNITY DEVELOPMENT DEPARTMENT	From:	Martin Rivarola

RE: Ordinance Amending Section 410.340 of the Municipal Code of the City of Mission, Kansas Thereby Revising Conditions for Prohibitions of Certain Uses Within the Downtown and East Gateway Districts of the City of Mission, Kansas

RECOMMENDATION: The Planning Commission recommends approval of amendments that would modify Prohibited Uses within the Downtown and East Gateway Districts.

DETAILS: At the Community Development Committee’s November 5th meeting, the Committee was presented with a request by a downtown property owner, Carl Casey, to remove certain zoning restrictions affecting the area to allow him to expand his business onto an adjacent parcel. The Committee expressed interest in considering the request, and the item was forwarded to the Planning Commission.

The restrictions in question have existed in various forms for more than 15 years, and were intended to de-emphasize automotive service establishments (repair shops, gas stations, car washes, etc.) in the Johnson Drive corridor so as to preserve its downtown character. *(For more information, please see attached memo dated November 24, 2014 from Staff to Planning Commission).* Note that, even if this amendment is adopted, the property owner would still require a rezoning or a Special Use Permit to expand given other zoning restrictions in effect.

At the November 24 meeting, staff presented three alternatives for the Planning Commission’s consideration:

- Option 1: To postpone consideration until after revising the Comprehensive Plan.
- Option 2: To amend the restrictions/prohibitions to only apply to:
 - Parcels wholly or partially within 100ft of Johnson Drive, and
 - Parcels zoned for residential use (DND, R-*, RP-*).
- Option 3: To repeal the entire applicable section of the overlay district ordinance

The Planning Commission voted unanimously to recommend that the City Council adopt a modified version of Option 2, which would apply the existing restrictions as proposed, as well as to parcels within 100ft of residentially zoned parcels. This recommendation proceeds directly to the City Council agenda, and does not require committee action, but staff felt it was important to provide the background and allow for discussion prior to the December City Council meeting.

Since the recommendation advanced by the Planning Commission was not proposed in the original memo, staff has included below a map and table which illustrate the effects of the recommended amendment. The map illustrates the effect of these changes visually; blue

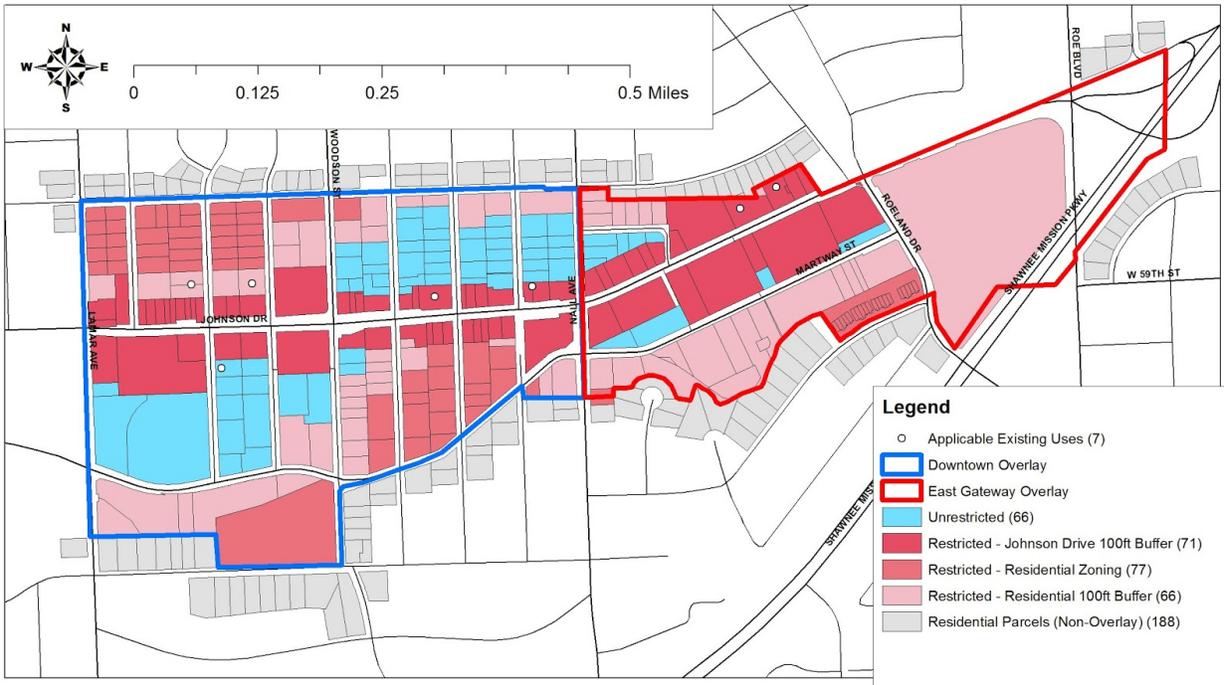
Related Statute/City Ordinance:	Mission Municipal Code - 410.340
Line Item Code/Description:	
Available Budget:	

City of Mission	Item Number:	5a.
ACTION ITEM SUMMARY	Date:	December 5, 2014
COMMUNITY DEVELOPMENT DEPARTMENT	From:	Martin Rivarola

represents those areas where automobile services would not be prohibited. Red/light red/pink represents those areas where new/expanded automotive services would remain prohibited.

**City of Mission
Downtown Overlay District**

**Proposed Automotive Services Changes
100ft Johnson Dr. Buffer + 100ft Residential Buffer**



Currently, approximately 122 acres of the Downtown and East Gateway districts (about 280 distinct parcels) carry this restriction/prohibition on the expansion of automobile services. Assuming the City Council adopts the ordinance recommended by the Planning Commission, a total of 66 parcels (24% of total) and 24 acres (20% of total), would see these blanket prohibitions lifted. However, as noted above, rezoning or Special Use Permit requirements would still apply. Minutes of the Planning Commission meeting are included in the packet.

	Total	Unrestricted	Restricted/Prohibited
Parcel Count	280	66 (23.6%)	214 (76.4%)
Acreage	122.45	23.96 (19.6%)	98.49 (80.4%)

Related Statute/City Ordinance:	Mission Municipal Code - 410.340
Line Item Code/Description:	
Available Budget:	

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 410.340 OF THE MUNICIPAL CODE OF THE CITY OF MISSION, KANSAS THEREBY REVISING CONDITIONS FOR PROHIBITIONS OF CERTAIN USES WITHIN THE DOWNTOWN AND EAST GATEWAY DISTRICTS OF THE CITY OF MISSION, KANSAS.

Section 1. That Section 410.340 of the Municipal Code of the City of Mission, Kansas be hereby amended as follows:

Article VIII. Downtown, West and East Gateway Overlay Districts

Section 410.340. Development Standards and Prohibited Uses

A. The following uses are prohibited in the Downtown District and East Gateway District, on any property that is residentially zoned ("R" or "DND" districts), or is within 100 feet of any residentially zoned ("R" or DND districts), or is wholly or partially within 100 feet of Johnson Drive:

1. Gasoline service stations and convenience service stores.
2. Body shops, auto glass installation shops, tire stores, transmission repair and similar auto service establishments.
3. Establishments where new or used vehicles are sold.
4. Car washes.
5. Any development or redevelopment that does not conform with the City's Master Plan and Design Guidelines.

B. All exterior alterations or improvements to buildings (excluding exact replacements or color), new building permits, site plan reviews and rezoning/special use permit applications shall be in accordance with design guidelines for the "DD", "EGD" and "WGD". The intent of the design guidelines is to promote site-specific, contextual buildings that incorporate mixed uses and pedestrian friendly commercial activity. For this reason, whenever a conflict exists between the zoning ordinance and design guidelines requirements for setbacks, height, landscaping or signage, the design guidelines shall be adhered to.

C. There is hereby incorporated herein by this reference the "Form Based Code for the West Gateway Study Area" ("Form Based Code"), copies of which are on file in the City offices. The Form Based Code shall be applicable to the West Gateway District.

1. Designs and uses set forth in the Form Based Code shall govern all facets of the development or redevelopment in the West Gateway Study Area, except as indicated in Sections 420.130 through 420.230.
2. When applying the Form Based Code, zoning shall be deemed cumulative. Uses allowed in "M" zones shall include uses allowed in "C" and "R" zones; uses allowed in "C" zones shall include uses allowed in "R" zones, "DND", "MS2" and "MXD" Districts.
3. In the event of a conflict between the provisions of this Code and the Form Based Code in the West Gateway District, the Form Based Code takes precedence.

D. Discount stores and discount superstores shall abide by the following regulations:

1. Requirements of Sections 445.180 and 445.190 shall be satisfied.
2. The building footprint of any development shall not exceed fifty percent (50%) of the gross square footage of the building or fifty thousand (50,000) gross square feet, whichever is less. When this requirement causes a conflict with height requirements in the corresponding zoning district, deviations in maximum height may be granted by the Planning Commission and City Council during the preliminary plan review stage as follows:
 - a. When the proposed development is in harmony with neighboring buildings, and/or
 - b. As specified in Section 405.090(H).
3. No more than twenty-five percent (25%) of the parking requirements of the use shall be satisfied with surface parking with the remainder provided by structure or on-street parking, located within one thousand three hundred twenty (1,320) linear feet, which is considered to be a walking distance of the building.
4. Surface parking lot shall be prohibited between the building facade and a public street or at the intersection of two (2) public streets and shall be located to the side or rear of the building.
5. A total of no less than twenty percent (20%) of the site shall be open landscaped space. This space shall be for the most part one (1) or more exterior plaza, pocket park or other area of similar nature which encourages pedestrian activity and provides a place for public events, gathering of the community, etc.
6. Surface parking lots to the side or rear of a building visible from a public street shall be screened with approved landscaping or a masonry wall at least four (4) feet in height.
7. The Planning Commission may grant exception to one (1) or more of these requirements in property specifically zoned "MXD" Planned Mixed Use District, where the overall intent of that zoning category has been clearly met.

Section 3. That this ordinance shall take effect and be in force from and after its passage and publication in the official newspaper of the City of Mission.

Passed by the City Council this ____ day of _____ 2014.

Approved by the Mayor this ____ day of _____ 2014.

Steve Schowengerdt, Mayor

ATTEST:

Martha M. Sumrall, City Clerk

APPROVED AS TO FORM:

David K. Martin, City Attorney



6090 Woodson Street
Mission, KS 66202
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MEMORANDUM

To: Planning Commission
From: Martin Rivarola, Community Development Director
Subject: Case #14-14 Zoning Code text Change - Public Hearing
Date: 11/24/2014

Mr. Carl Casey, owner of Casey’s Auto Repair (5917 Beverly Avenue), is interested in purchasing the building immediately to the south of his property (5925 Beverly Avenue) to expand his operations. Casey’s Auto Repair, which conducts general automobile services, is currently considered a legal non-conforming use due to: 1) the current zoning of the property, and 2) Mission Municipal Code Section 410.340.A.2. As such, expansion of the use is not allowed. Mr. Casey recently submitted a letter (attached) requesting consideration of changes to the City’s ordinances to allow for the expansion.

The City Council discussed this request during their Community Development Committee meeting on November 5th. At that time, the Council requested Staff research the options available to accommodate the request. A history of the zoning in this area, as well as three options, are presented in this memo and will be discussed in more detail on Monday night.

Current Code Review/Existing Businesses

Code Section 410.330 and 410.340 (attached after Staff Memorandum) describe the boundaries and stipulations placed on the Downtown, West and East Gateway areas in Mission. The code creates overlay zoning districts which implement the vision of the Comprehensive Plan by outlining certain restrictions and conditions on development within these areas. These overlay districts are in addition to the underlying zoning regulations (eg. MS1, MS2, DND, R-1, PBP, etc.). Specific to Mr. Casey’s request, the restrictions are as follows.

SECTION 410.340: DEVELOPMENT STANDARDS AND PROHIBITED USES

- A. The following uses are prohibited in the Downtown District and East Gateway District:
1. Gasoline service stations and convenience service stores.
 2. Body shops, auto glass installation shops, tire stores, transmission repair and similar auto service establishments.
 3. Establishments where new or used vehicles are sold.
 4. Car washes.

5. Any development or redevelopment that does not conform with the City's Master Plan and Design Guidelines.

Background

Restrictions on the expansion of automobile services in downtown Mission date back to the 1990's. These restrictions were intended to address concerns that automobile oriented services might expand, ultimately taking away from the downtown feel of the corridor. The zoning restrictions only applied to properties zoned "C-2A" and generally included all parcels that directly fronted Johnson Drive between Johnson Drive and Lamar Avenue. The "C-2A" Zoning District grandfathered existing businesses/locations, but did not allow for the expansion or addition of automobile services.

In 2002, the City conducted the "Hyett Palma-Downtown Action Agenda". This study recommended that the City encourage promotion of retail, restaurant, housing, and entertainment along this corridor, while "de-emphasizing" and decreasing automobile services. In 2003, the City created the Downtown, West and East Gateway Overlay District contained in 410.330 and 410.340 to implement the recommendations of the report. Through this ordinance, restrictions on any expansion of automobile services within these areas were adopted and expanded to the entirety of the Downtown and East Gateway District.

In 2006, the City created three new zoning districts to more accurately codify the character of the Downtown and East Gateway districts. These included the development of the "MS1", "MS2", and "DND" Districts. The City then assigned these districts to all parcels (123+ acres) in the entire Downtown and East Gateway Districts to help ensure that future redevelopment would be compatible with the desired style and mix of uses expressed in the vision plans.

Currently, seven automobile services operations exist in the districts:

- Casey's Auto Repair (5917 Beverly)
- Fast Eddy's Car Wash (5112 Johnson Drive)
- Goodyear Automotive (5200 Johnson Drive)
- Shortstop BP Gas (5500 Johnson Drive)
- Casey Bros. Sinclair (5710 Johnson Drive)
- Sailors Auto Care (5850 Dearborn St)
- Run Rite Automotive and Machine Shop (5880 Beverly Ave).

Since 2003, two automobile services providers in this area have closed/changed use. Those include:

- 6101 Johnson Drive (Underhood Automotive)
- 5390 Johnson Drive (currently Radio Shack).

Proposed Code Changes & Analysis

At the direction of the City Council, Staff has reviewed the alternatives available to accommodate Mr. Casey's request. Each is outlined in more detailed below:

- 1) Make no text amendments at this time and defer consideration as a part of the update to the Comprehensive Plan.
- 2) Amend the current ordinance and adjust requirements to allow for the limited expansion of automobile services.
- 3) Repeal only 410.340.A section of the ordinance (which address restriction on automobile services) - only keep restrictions as identified in applicable zoning districts (MS1, MS2, etc.).

Option 1 - Consider After Comprehensive Plan Update

The most traditional approach to considering a zoning text amendment is to pursue a Comprehensive Plan Update or Land Use Area Plan (such as the East Gateway Vision Plan). This would be followed by zoning text and overlay district amendments which could potentially permit currently prohibited uses as a matter of right. This is generally consistent with Mission's approach on other zoning changes, with a few limited exceptions (i.e., Cornerstone Commons Form Based Code changes and Keystone Automotive sign ordinance amendments to allow for replacement of a pole sign).

The City is scheduled to begin an update to our Comprehensive Plan in early 2015, but it could take 9-12 months to reach final recommendations through that process. The alternatives available through Option 1 could: 1) allow the prohibited use in all zoning districts; 2) allow the prohibited use in selected zoning districts; or 3) remove the reference to the prohibited uses from the code entirely.

Action: Planning Commission recommends the City Council not consider any zoning text amendments at this time.

Option 2 - Amend the Current Ordinance (no longer prohibit uses within entire overlay districts)

Ordinance requirements restricting the expansion of automobile services have been in place for a number of years, and have been adjusted from time to time. A second option/alternative would be to consider revising the ordinance to remove the blanket prohibition on automobile services within the Downtown and East Gateway districts. The outright prohibition could be amended to allow such uses, but with more specific locational parameters. An amendment which parallels the requirements in place at the time of the creation of the Overlay Districts (2003) could provide an alternative that would accommodate the current request, while continuing to balance the concerns that led to creation of these requirements in the first place.

Those goals/issues can be summarized as follows:

- a) Intent to emphasize retail/restaurant/housing uses on Johnson Drive. Johnson Drive frontage is prime location for retail/restaurant, while locations off of Johnson Drive may not be as conducive to this type of operation.
- b) No expansion of automobile services, and ultimately an overall reduction over time.
- c) Business operation concerns (noise, parking, hours of operation).

In order to accomplish Option 2, the section of the ordinance which prohibits expansion of automobile services could be amended as follows: 1) Maintain prohibition on automobile services on any property that is residentially zoned “R or DND districts”, **and** 2) Maintain prohibition on any property that is partially or wholly within 100 feet of Johnson Drive.

This ordinance change could be completed in approximately 30 days, following conclusion of the public hearing process. The ordinance revision included above would have the following impact on property in the Downtown and East Gateway Districts:

Potential Revision Removing Auto Services Restrictions in Parcels which are Residentially-Zoned or within 100 feet of Johnson Dr									
	All Parcels	Not Prohibited	Johnson Dr w/in 100'	Residentially zoned parcel	"Automobile Services" Not Prohibited	Automobile Services Prohibited			
Downtown									
Parcel Count	203	96	50	57	96	47.29%	107	52.71%	
Acreage	76.90	39.35	16.80	20.75	39.35	51.16%	37.56	48.84%	
East Gateway									
Parcel Count	79	35	22	22	35	44.30%	44	55.70%	
Acreage	46.86	14.05	30.56	2.25	14.05	29.98%	32.81	70.02%	
All Affected									
Parcel Count	282	131	72	79	131	46.45%	151	53.55%	
Acreage	123.76	53.39	47.36	23.01	53.39	43.14%	70.37	56.86%	

Note: 3 BP Shortstop parcels at the east of Downtown are visually represented as 1 parcel to clarify of existing uses; they are treated as 3 in these statistics

In theory, a total of 131 acres of land would be affected by this change, just over 43% all the total land in the Downtown and East Gateway Districts. In practice, the actual impact of this change would be significantly diminished, as a large part of these 131 acres include property in a floodzone that cannot be easily developed, property that is part of the ScriptPro Campus, or property that is City-owned. The maps on the following page illustrate the effect of these changes visually; green areas represent those that would be unrestricted, and orange and red areas represent those where new/expanded automotive services would be prohibited. Red dots show the location of existing uses that would be prohibited by the ordinance as it exists today.

Action: Planning Commission recommends amendments to Section 410.340.A. in order to allow automobile services within Downtown, and East Gateway districts in the City

when not in close proximity to Johnson Drive and when not on residentially zoned property. (Proposed Ordinance Attached).

**City of Mission
Downtown Overlay District**

**Proposed Automotive Services Changes
100ft Buffer + Residential Scenario**



**City of Mission
East Gateway Overlay District**

**Proposed Automotive Services Changes
100ft Buffer + Residential Scenario**



Option 3 - Repeal and Remove Entire Section of Ordinance (no longer prohibit uses)

As outlined in the history section above, the City has had ordinance requirements restricting the expansion of automobile services in place for a number of years. As with any zoning regulation, these restrictions impact the type of land use allowable on any given property. Those allowed land uses may also be further regulated with additional "Development and Performance Standards." In this case, the section of the ordinance which prohibits expansion of automobile services could be entirely repealed, in order to allow for a more "natural" expansion or development of automobile services in Mission's downtown.

Zoning regulations are typically based on discussions which occur through robust public input processes. This is often due to the desire from the public/citizenry to maintain some control on the type of development that occurs within their city. Eliminating existing land use regulations to allow for the addition or expansion of previously non-permitted land uses/businesses may not be viewed favorably by residents.

Option 3 could be completed in approximately 30 days, following conclusion of the public hearing process.

Action: Planning Commission recommends amendments to Section 410.340.A. in order to eliminate prohibitions on automobile services within Downtown, and East Gateway districts in the City. (Proposed Ordinance Attached).

NOTE: *In both Options 2 and 3, even though the blanket prohibition on these uses would be eliminated, none of the properties in this area carry an underlying zoning category (example: MS1, MS2, PBP) which allow this type of use to exist in the first place. Once the overlay district restriction is lifted or amended, individual applicants will have to approach the city in order to apply for either a rezoning or a Special Use Permit. Both of these processes would be subject to review by the Planning Commission and City Council, subject to public hearings and protest petition by surrounding property owners.*

Process/Staff Summary

Adoption of a zoning code text change requires a public hearing, consideration by the Planning Commission, and final action on an ordinance by the City Council. In this instance, a property/business owner is requesting consideration to accompany their application for development. Per our current code requirements, the request needed to come forward through a Councilmember or a Planning Commissioner. This request was introduced by a member of the City Council, with the direction of the City Council Committee to proceed to develop alternatives. Staff does not have a specific recommendation. Our objective is to provide you with sufficient information to provide direction on how to proceed.



5917 Beverly • Mission, Kansas 66202 • 913-403-9500 • Fax 913-403-9502 • www.caseysautorepair.com

I am interested in purchasing the property located at 5925 Beverly Avenue for the future expansion of my auto repair business. The current zoning prohibits this, and I would request that the City consider an amendment to your zoning text/code. This would allow me to use this property for my business.

Thank You,

Carl Casey

Casey's Auto Repair

DRAFT

MINUTES OF THE PLANNING COMMISSION MEETING

NOVEMBER 24TH, 2014

The regular meeting of the Mission Planning Commission was called to order by Chair Mike Lee at 7:00 PM Monday, November 24th, 2014. Members also present: Scott Babcock, Robin Dukelow, Stuart Braden, Carla Mills, Charlie Troppito and Robert Simpson. Also in attendance: Community Development Director Martin Rivarola, City Planner Danielle Murray and Planning Commission Secretary Nakeisha Cooper. Jim Brown was absent.

APPROVAL OF MINUTES FROM THE OCTOBER 29TH, 2014 MEETING

Mr. Braden moved and Mr. Babcock seconded a motion to approve the minutes of the October 29th meeting. The vote was taken (7-0-1), with one abstention (Davidson). The **motion carried**.

CASE#14-14 ZONING CODE TEXT CHANGE - PUBLIC HEARING

Mr. Rivarola presented the Zoning Code Text Change Memorandum and indicated that Mr. Carl Casey, owner of Casey's Auto Repair (5917 Beverly Avenue), is interested in purchasing the building immediately to the south of his property (5925 Beverly Avenue) to expand his operations. Casey's Auto Repair, which conducts general automobile services, is currently considered a legal non-conforming use due to: 1) the current zoning of the property, and 2) Mission Municipal Code Section 410.340.A.2. As such, expansion of the use is not allowed. Mr. Casey recently submitted a letter requesting consideration of changes to the City's ordinances to allow for the expansion. The City Council discussed this request during their Community Development Committee meeting on November 5th. At that time, the Council requested Staff research the options available to accommodate the request.

Mr. Babcock asked staff why the proposed ordinance boundary ends at Lamar and does not carry over to Metcalf, and if the Commission has flexibility to include an additional buffer area in vicinity of residential property east of Nall. Mr. Rivarola stated that the restriction on automobile services in the Downtown and East Gateway districts does not exist west of Lamar. If the Commission is concerned about possibility of expansion of automobile services in vicinity of residential property, one additional option could be to also include a restricted buffer of a certain distance from residential property.

Mr. Babcock stated that Mission was built on this particular type of business. Automotive businesses such as Casey's have come and gone throughout the history of Mission. He added that he is not against the proposed amendment, and that he does not want to drive automotive businesses out of Mission. Mr. Babcock's understanding of the intent of current requirements is to encourage a retail/restaurant experience through the corridor of Johnson Drive by walking patrons. Mr. Babcock believes that allowing some expansion of automobile services will not impact that experience.

Mr. Braden asked if there is a building that fronts Johnson Drive that is set back 100 feet. Mr.

DRAFT

MINUTES OF THE PLANNING COMMISSION MEETING

NOVEMBER 24TH, 2014

Rivarola explained that the proposed ordinance amendment indicates that if any part of a parcel is within 100 feet of Johnson Drive, then that entire parcel would be prohibited for new or expanded automobile services. Location of the building itself would not be relevant.

Ms. Mills asked if the ordinance would only apply to the Downtown district and not the East Gateway. Mr. Rivarola responded that the proposed ordinance would apply to both the Downtown District and the East Gateway.

Ms. Dukelow asked staff why the prohibition on any property is set at 100 feet of Johnson Drive, and if this could it be a distance other than 100 feet. Ms. Dukelow also asked if there is a restriction on these type of services as part of a Discount store or Superstores. Mr. Rivarola added that keeping the restriction on automobile services at a distance of 100 feet captures all of the parcels that front Johnson Drive and were intended to encourage retail/restaurant/entertainment uses. Having a distance of more than 100 feet would begin capturing parcels that do not front on Johnson Drive, and due to their location off of the main travel corridor, are not necessarily conducive to retail/restaurant type of uses. Mr. Rivarola also explained that generally if an automobile service is an accessory use to the main use (such as in a discount store or super store), it may be permitted by right as long as the overall use meets the definition of a discount store or superstore.

Mr. Davidson stated that Casey's Automotive is a very attractive store, but he is concerned if there is an ordinance in place that would require Mr. Casey to keep the same architectural feel of the current building if he decides to expand. Mr. Rivarola explained that a potential benefit of the proposed amendment is that the Commission would have the option of reviewing and requiring improvements, given that businesses that want to benefit from the added flexibility would still have to obtain a special use permit or a rezoning. Currently, this type of land use may not apply for a zoning request or expansion so the city cannot require added improvements. The proposed amendment may allow an improvement in the quality of business improvements.

Ms. Murray added that this proposed ordinance puts policy in place that would require an applicant to come before the Commission with a Special Use Permit application, which would allow the commission to put special conditions on these requests. Mr. Rivarola added that the ordinance would not allow uses by right, it would simply lift the prohibition.

Mr. Lee opened and closed the Public Hearing. There were no public comments.

DRAFT

MINUTES OF THE PLANNING COMMISSION MEETING
NOVEMBER 24TH, 2014

Mr. Braden moved and Mr. Babcock seconded a motion to recommend approval of an Ordinance amending Section 410.340 of the Municipal Code, thereby revising conditions for prohibitions of certain uses within the Downtown and East Gateway Districts of the City of Mission. The Ordinance would amend Section 410.340.A. to indicate that automobile services listed in subparagraphs 1. through 5. would be prohibited in the Downtown and East Gateway Districts on any property that is residentially zoned (“R” or “DND” districts), or is within 100 feet of any residentially zoned (“R” or DND districts), or is wholly or partially within 100 feet of Johnson Drive. The vote was taken, (8-0-0). **The motion carried.**

ADJOURNMENT

With no other agenda items, **Ms. Mills moved and Mr. Babcock seconded a motion to adjourn.** (Vote was unanimous). The **motion carried.** The meeting adjourned at 8:05 P.M.

Mike Lee, Chair

ATTEST:

Nakeisha Cooper
Planning Commission Secretary

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	December 4, 2014
Administration	From:	Laura Smith

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

RE: Amendments to the 2014 Budget

RECOMMENDATION: Approve the Resolution to amend the maximum expenditure limits for the Parks & Recreation Sales Tax Bond Fund, Street Sales Tax Bond Fund, Stormwater Fund and Capital Improvement Fund in the 2014 Budget.

DETAILS: The annual budget adopted each year establishes the maximum expenditure authority for each fund or taxing authority. Exceeding these expenditures without formally amending the budget is a violation of Kansas budget statutes. In order to amend the budgets, state law requires that a public hearing be held. The public hearing has been scheduled for the regular City Council meeting on December 17, 2014 and the attached notice was published in the Legal Record on December 2, 2014.

The amendments to these funds are not the result of unanticipated or unauthorized expenditures, but rather are the result of cash flow/timing issues and a bond refunding that was not anticipated when the 2014 Budget was originally approved. Amendments are required to address:

- **Parks & Recreation Sales Tax Bond Fund:** When the 2014 Budget was adopted, we estimated more payments for the new aquatic facility would occur in 2013 than in 2014. Instead, the contractor's billing cycle resulted in the majority of the construction costs coming due in 2014, so the expenditure limit in 2014 needs to be increased. The overall budget for the project was unchanged.
- **Street Sales Tax Bond Fund:** Sales tax revenues in this fund exceeded original projections, and the maximum expenditure limit is being increased to assist in cash-flowing the remainder of the Johnson Drive project. There is no total increase in any project/construction cost, and any additional funds expended will be replaced by CARS reimbursements.
- **Stormwater Fund:** Staff determined a savings of \$1.5 million could be achieved, by refunding the 2009A bond issue. The expenditure limit in this fund needs to be increased to reflect the total amount of the bonds refunded by the 2014A and 2014B issues.
- **Capital Improvement Fund:** When the 2014 Budget was adopted, it was unclear how much of the cost of the Johnson Drive project would be cash-flowed by the City versus others. The maximum expenditure limit needs to be increased in this fund to account for cash-flow needs for the project. There is no increase in the project cost, and any additional funds expended will be replaced by CARS reimbursements.

The budget is amendments are accomplished by a Resolution.

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

**Notice of Budget Hearing for Amending the
2014 Budget**

The governing body of

City of Mission

will meet on the day of December 17, 2014 at 7:00 p.m. at City Hall, 6090 Woodson, Mission, KS 66202 for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall
and will be available at this hearing.

Summary of Amendments

Fund	2014 Adopted Budget			2014 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Parks & Recreation Sales Tax			2,661,360	4,364,039
Sales Tax Bond - Streets			843,254	993,633
Stormwater			8,156,292	16,515,289
Capital Improvement			6,257,884	7,360,405
			0	0
			0	0

Martha Sumrall
Official Title: City Clerk

CITY OF MISSION

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF MISSION, KANSAS AMENDING THE MAXIMUM EXPENDITURE AUTHORITY FOR THE 2014 BUDGET FOR THE CITY OF MISSION, KANSAS FOR THE PARKS & RECREATION SALES TAX BOND FUND, THE STREET SALES TAX BOND FUND, THE STORMWATER FUND AND THE CAPITAL IMPROVEMENT FUND.

WHEREAS when the 2014 Annual Budget was adopted the City was in the midst of constructing and cash-flowing a number of large capital infrastructure projects; and

WHEREAS a review by the City's financial advisor determined that the City could achieve approximately \$1.5 million in savings by completing a refunding of a current bond issue (2009A); and

WHEREAS the proposed amendments are not the result of any any unexpected or unauthorized expenditures; and

WHEREAS in accordance with state law, the City of Mission conducted a public hearing and has prepared the necessary documents to amend the 2014 Budget to increase expenditure limits in the Parks & Recreation Sales Tax Fund, Street Sales Tax Bond Fund, Stormwater Fund, and the Capital Improvement Fund;

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

Section 1. That the maximum expenditure authority in the 2014 Budget for the following funds has been established as:

Parks & Recreation Sales Tax Bond Fund:	\$ 4,364,039
Street Sales Tax Bond Fund:	\$ 993,633
Stormwater Fund:	\$16,515,289
Capital Improvement Fund:	\$ 7,360,405

PASSED AND APPROVED BY THE CITY COUNCIL this 17th day of December 2014.

APPROVED BY THE MAYOR this 17th day of December 2014.

Steve Schowengerdt, Mayor

ATTESTATION:

Martha M. Sumrall
City Clerk

City of Mission	Item Number:	6b.
ACTION ITEM SUMMARY	Date:	December 12, 2014
[DEPARTMENT]	From:	Laura Smith

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

RE: Assessment proceedings Rock Creek Improvement District

RECOMMENDATION: Approve the Statement of Final Costs, the Assessment Roll and Notices of Public Hearing; establish January 21, 2015 as the date for the public hearing.

DETAILS: In February 2007 the City Council passed Resolution 659 (attached) determining the advisability of making certain stormwater improvements in connection with the Gateway redevelopment project and to creating the ability to recover the costs through an improvement district.

At the December 10 2014 Finance & Administration Committee meeting, staff was directed to work with Gilmore & Bell to proceed with the remaining steps to proceed to certify the final costs. Gilmore & Bell has prepared the following Exhibits which will be considered at the December 17th City Council meeting:

- Exhibit A - Statement of Final Costs
- Exhibit B - Assessment Roll Certification
- Exhibit C - Notice of Public Hearing
- Exhibit D - Form of Notice of Hearing and Statement of Cost Proposed to be Assessed

In addition, the Council will consider establishing January 21, 2015 as a public hearing date for the purpose of hearing any and all written or oral objections to the assessments.

At the conclusion of the public hearing process, the next step would be consideration of an ordinance levying the assessments.

Should you have questions, please do not hesitate to contact Laura or Gary Anderson.

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

CITY OF MISSION

RESOLUTION NO. 659

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MISSION, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING SUCH IMPROVEMENTS IN ACCORDANCE WITH K.S.A. 12-6a01 ET SEQ. (the "Act")

WHEREAS, K.S.A. 12-6a02 authorizes the governing body of any city to make, or cause to be made, municipal works or improvements which confer a special benefit upon property within a definable area of the city and to levy and collect special assessments upon property in an area deemed by the governing body to be benefited by such improvements for special benefits conferred upon such property by any such improvement and to provide for the payment of all or any part of the costs of the improvements with the proceeds of such special assessments; and

WHEREAS, K.S.A. 12-6a04 provides that whenever such improvements consist of storm water sewers, the governing body may proceed without notice and hearing to make findings by resolution as to the advisability of the improvements, the nature of the improvements, the estimated cost, the boundaries of the improvement district, the method of assessment and the apportionment of cost; and

WHEREAS, the Governing Body finds it necessary to make its findings by resolution as to the advisability of certain storm water improvements and finds and determines it necessary to authorize certain storm water improvements in accordance with the Act.

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

SECTION 1. Findings. The Governing Body finds and determines that:

(a) It is advisable to make the following improvements:

Design and construction of certain storm water improvements consisting of the installation of box culverts and appurtenant facilities (the "Improvements")

(b) The estimated or probable cost of the Improvements is \$15,808,345, which includes issuance and financing costs incurred by City in issuing general obligation bonds to finance the improvements.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is as set forth on Exhibit "A".

(d) The method of assessment is on a square foot basis excluding all public right-of-way in the Improvement District.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the city-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the city-at-large.

SECTION 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body of the City as set forth in Section 1 of this Resolution.

SECTION 3. Reimbursement. The City expects to incur expenses in connection with the Improvements prior to the issuance of the general obligation bonds and temporary notes which will be used to finance the Improvements. The City reasonably expects to reimburse a portion of the expenditures in connection with the Improvements from the proceeds of the general obligation debt. This declaration is a declaration of official intent of the City under Treasury Regulations.

SECTION 4. No Protest. The advisability of the improvement set forth herein is hereby established without notice and hearing as authorized by K.S.A. 12-6a04(a). The Improvement shall commence regardless of protest, and the City Clerk is ordered not to receive any protest, all as provided in K.S.A. 12-6a04 and 12-6a06.

SECTION 5. Effective Date. This resolution shall take effect and be in force from and after its passage and adoption by the Governing Body and its publication in the official City newspaper. This Resolution shall also be filed of record in the office of the Register of Deeds of Johnson County, Kansas.

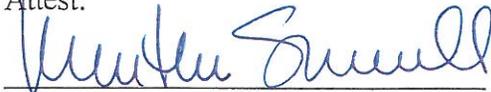
ADOPTED by the Governing Body of the City of Mission, Kansas on the 21st day of February 2007.

[SEAL]



Laura McConwell, Mayor

Attest:



Martha Sumrall, City Clerk

Approved As To Form Only:

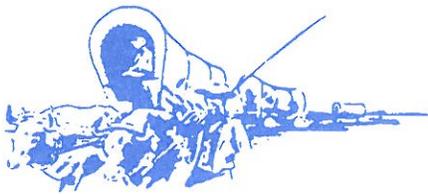


David Martin, City Attorney

EXHIBIT A
Legal Description

All that part of the West Half of Section 9, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows: Commencing at the Southwest corner of the Northwest Quarter of Section 9, Township 12 South, Range 25 East; thence North 1 degree 49 minutes 20 seconds West, along the West line of the Northwest Quarter of said Section 9, a distance of 349.28 feet (339.15 feet Deed) to a point; thence North 88 degrees 10 minutes 40 seconds East, a distance of 1740.63 feet (1742.10 feet Deed) to a point on the East right of way line of Roeland Drive, the POINT OF BEGINNING; thence North 33 degrees 29 minutes 13 seconds West, along the East right of way line of Roeland Drive, a distance of 358.19 feet to a point on the South right of way line of Johnson Drive; thence North 67 degrees 34 minutes 47 seconds East, along the South right of way line of Johnson Drive, a distance of 143.70 feet to a point; thence North 68 degrees 09 minutes 28 seconds East, along the South right of way line of Johnson Drive, a distance of 434.76 feet to a point; thence South 21 degrees 50 minutes 32 seconds East, along the South right of way line of Johnson Drive, a distance of 1.53 feet to a point; thence North 72 degrees 37 minutes 31 seconds East, along the South right of way line of Johnson Drive, a distance of 342.82 feet to a point; thence in a Northeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 297.25 feet, through a central angle of 9 degrees 19 minutes 18 seconds, an arc distance of 48.36 feet to a point of compound curvature; thence in a Southeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 106.25 feet, through a central angle of 85 degrees 00 minutes 09 seconds, an arc distance of 157.63 feet to a point of compound curvature, said point also lying on the West right of way line of Roe Avenue; thence in a Southeasterly direction along the West right of way line of Roe Avenue and along a curve to the right, having a radius of 397.25 feet, through a central angle of 9 degrees 59 minutes 48 seconds, an arc distance of 69.31 feet to a point; thence South 3 degrees 03 minutes 14 seconds East, along the West right of way line of Roe Avenue, a distance of 111.19 feet to a point; thence South 2 degrees 07 minutes 38 seconds East, along the West right of way line of Roe Avenue and its Southerly prolongation, a distance of 368.78 feet to a point on the centerline of Shawnee Mission Parkway; thence South 37 degrees 23 minutes 58 seconds West, along the centerline of Shawnee Mission Parkway, a distance of 839.74 feet to a point on the Southerly prolongation of the East right of way of Roeland Drive; thence North 52 degrees 36 minutes 02 seconds West, along the East right of way line of Roeland Drive and its prolongation, a distance of 124.00 feet to a point; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the right, having a radius of 260.50 feet, through a central angle of 53 degrees 32 minutes 02 seconds, an arc distance of 243.40 feet to a point of reverse curvature; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the left, having a radius of 490.00 feet, through a central angle of 34 degrees 25 minutes 15 seconds, an arc distance of 294.37 feet to a point; thence North 33 degrees 29 minutes 13 seconds West, along the East right of way line of Roeland Drive, a distance of 125.55 feet to the POINT OF BEGINNING.





City of MISSION

City Hall - 6090 Woodson Road - Mission, Kansas 66202

Administrative Offices (913) 676-8350

www.missionks.org

CERTIFICATE OF RESOLUTION

I hereby certify that the foregoing is a true and correct copy of Resolution No 659; that said Resolution was passed on the 21st day of February 2007, and that the record of the final vote on its passage is found in the Minutes Book of the City of Mission.

3-1-07

DATE

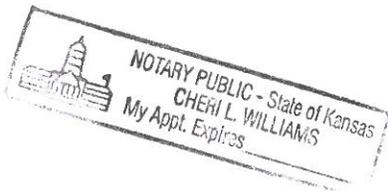
Martha M. Sumrall

Martha M. Sumrall, City Clerk

(CITY SEAL)

NOTARY:

On this 1st day of March, 2007, before me, the undersigned Notary Public in and for the County of Johnson, State of Kansas, personally appeared Martha M. Sumrall, known to me to be the person described in and who executed the foregoing instrument.



My Commission expires: 9-24-10

Cheryl L. Williams

Signature of Notary Public



The Legal Record

P.O. Box 273
Olathe, KS 66051-0273
(913) 780-5790

Publication Fees: \$36.11

CITY OF MISSION
6090 WOODSON RD
MISSION, KS 66202

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Pam Bechtold, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Billing Clerk for The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any)

for 1 consecutive week(s), as follows:

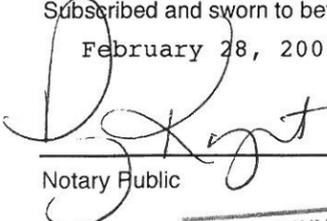
RESOLUTION NO. 659--2/27/07



Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

February 28, 2007



Notary Public

PENNY KNIGHT
Notary Public - State of Kansas

My appointment expires: December 31, 2009.

\$36.11

00157775

RESOLUTION NO. 659

CITY OF MISSION

RESOLUTION NO. 659

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF MISSION, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING SUCH IMPROVEMENTS IN ACCORDANCE WITH K.S.A. 12-6a01 ET SEQ. (the "Act")

WHEREAS, K.S.A. 12-6a02 authorizes the governing body of any city to make, or cause to be made, municipal works or improvements which confer a special benefit upon property within a definable area of the city and to levy and collect special assessments upon property in an area deemed by the governing body to be benefited by such improvements for special benefits conferred upon such property by any such improvement and to provide for the payment of all or any part of the costs of the improvements with the proceeds of such special assessments; and

WHEREAS, K.S.A. 12-6a04 provides that whenever such improvements consist of storm water sewers, the governing body may proceed without notice and hearing to make findings by resolution as to the advisability of the improvements, the nature of the improvements, the estimated cost, the boundaries of the improvement district, the method of assessment and the apportionment of cost; and

WHEREAS, the Governing Body finds it necessary to make its findings by resolution as to the advisability of certain storm water improvements and finds and determines it necessary to authorize certain storm water improvements in accordance with the Act.

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

SECTION 1. Findings. The Governing Body finds and determines that:

- (a) It is advisable to make the following improvements:
Design and construction of certain storm water improvements consisting of the installation of box culverts and appurtenant facilities (the "improvements")
- (b) The estimated or probable cost of the improvements is \$15,808,345, which includes issuance and financing costs incurred by City in issuing general obligation bonds to finance the improvements.
- (c) The extent of the improvement district (the "improvement District") to be assessed for the cost of the improvements is as set forth on Exhibit "A".
- (d) The method of assessment is on a square foot basis excluding all public right-of-way in the Improvement District.
- (e) The apportionment of the cost of the improvements, between the Improvement District and the city-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the city-at-large.

SECTION 2. Authorization of improvements. The improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body of the City as set forth in Section 1 of this Resolution.

SECTION 3. Reimbursement. The City expects to incur expenses in connection with the improvements prior to the issuance of the general obligation bonds and temporary notes which will be used to finance the improvements. The City reasonably expects to reimburse a portion of the expenditures in connection with the improvements from the proceeds of the general obligation debt. This declaration is a declaration of official intent of the City under Treasury Regulations.

SECTION 4. No Protest. The advisability of the improvement set forth herein is hereby established without notice and hearing as authorized by K.S.A. 12-6a04(a). The improvement shall commence regardless of protest, and the City Clerk is ordered not to receive any protest, all as provided in K.S.A. 12-6a04 and 12-6a06.

SECTION 5. Effective Date. This resolution shall take effect and be in force from and after its passage and adoption by the Governing Body and its publication in the official City newspaper. This Resolution shall also be filed of record in the office of the Register of Deeds of Johnson County, Kansas.

ADOPTED by the Governing Body of the City of Mission, Kansas on the 21st day of February 2007.

[SEAL]

Attest:

Martha Sumrall, City Clerk

Approved As To Form Only:

David Martin, City Attorney

Laura McConwell, Mayor

All that part of the West Half of Section 9, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows: Commencing at the Southwest corner of the Northwest Quarter of Section 9, Township 12 South, Range 25 East; thence North 1 degree 49 minutes 20 seconds West, along the West line of the Northwest Quarter of said Section 9, a distance of 349.28 feet (339.15 feet Deed) to a point; thence North 88 degrees 10 minutes 40 seconds East, a distance of 1.740.63 feet (1742.10 feet Deed) to a point on the East right of way line of Roeland Drive, the POINT OF BEGINNING; thence North 33 degrees 29 minutes 13 seconds West, along the East right of way line of Roeland Drive, a distance of 358.19 feet to a point on the South right of way line of Johnson Drive; thence North 67 degrees 34 minutes 47 seconds East, along the South right of way line of Johnson Drive, a distance of 143.70 feet to a point; thence North 68 degrees 09 minutes 28 seconds East, along the South right of way line of Johnson Drive, a distance of 434.76 feet to a point; thence South 21 degrees 50 minutes 32 seconds East, along the South right of way line of Johnson Drive, a distance of 1.53 feet to a point; thence North 72 degrees 37 minutes 31 seconds East, along the South right of way line of Johnson Drive, a distance of 342.82 feet to a point; thence in a Northeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 297.25 feet, through a central angle of 9 degrees 19 minutes 18 seconds, an arc distance of 48.36 feet to a point of compound curvature; thence in a Southeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 106.25 feet, through a central angle of 85 degrees 00 minutes 09 seconds, an arc distance of 157.63 feet to a point of compound curvature, said point also lying on the West right of way line of Roe Avenue; thence in a Southeasterly direction along the West right of way line of Roe Avenue and along a curve to the right, having a radius of 397.25 feet, through a central angle of 9 degrees 59 minutes 48 seconds, an arc distance of 69.31 feet to a point; thence South 3 degrees 03 minutes 14 seconds East, along the West right of way line of Roe Avenue, a distance of 111.19 feet to a point; thence South 2 degrees 07 minutes 38 seconds East, along the West right of way line of Roe Avenue and its Southerly prolongation, a distance of 368.78 feet to a point on the centerline of Shawnee Mission Parkway; thence South 37 degrees 23 minutes 58 seconds West, along the centerline of Shawnee Mission Parkway, a distance of 839.74 feet to a point on the Southerly prolongation of the East right of way of Roeland Drive; thence North 52 degrees 36 minutes 02 seconds West, along the East right of way line of Roeland Drive and its prolongation, a distance of 124.00 feet to a point; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the right, having a radius of 260.50 feet, through a central angle of 53 degrees 32 minutes 02 seconds, an arc distance of 243.40 feet to a point of reverse curvature; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the left, having a radius of 490.00 feet, through a central angle of 34 degrees 25 minutes 15 seconds, an arc distance of 294.37 feet to a point; thence North 33 degrees 29 minutes 13 seconds West, along the East right of way line of Roeland Drive, a distance of 125.55 feet to the POINT OF BEGINNING.

ASSESSMENT PROCEEDINGS – ROCK CREEK

- A. Time Schedule
 - B. Excerpt of Minutes re: establishing public hearing
w/attachments:
 - Exhibit A*-Statement of Final Costs
 - Exhibit B*-Assessment Roll Certification
 - Exhibit C*-Notice of Public Hearing
 - Exhibit D*-Notice of Hearing and Statement of Cost Proposed to be Assessed
 - C. Certificate of Mailing-Notice of Public Hearing
 - D. Excerpt of Minutes re passage of assessment Ordinance
 - E. Ordinance levying assessments
 - F. Summary of Assessment Ordinance for Publication
 - G. Notice of Assessment
 - H. Certificate of Mailing-Notice of Assessment
 - I. Certificate of City Treasurer
-

**CITY OF MISSION, KANSAS
ASSESSMENT PROCEEDINGS
TIME SCHEDULE**

<u>DATE</u>	<u>ACTION OR EVENT</u>
	Certification of Statement of Final Costs and Proposed Assessment Rolls
	Preparation of Initial Assessment Proceedings
December 17, 2014	Governing Body Meeting Approve Statement of Final Costs, Assessment Roll and Notices of Public Hearing; Establish Date for Public Hearing
December 30, 2014	Publish Notice of Public Hearing in the <i>Legal Record</i> ; Mail Notice of Public Hearing and Statement of Costs Proposed to be Assessed [10 days prior to January 21, 2015]
	Preparation of Final Assessment Proceedings
January 21, 2015	Governing Body Meeting Conduct Public Hearing; Pass Assessment Ordinance
January 27, 2015	Publish Assessment Ordinance in the <i>Legal Record</i> ; Mail Notice of Assessment
February 26, 2015	Pay-in Period Ends [30 day Non-litigation Period After Publication of Assessment Ordinance]
Before August 25, 2015	Certify Assessment Spreads to Johnson County Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF MISSION, KANSAS
HELD ON DECEMBER 17, 2014**

The Council met in regular session at the usual meeting place in the City, at 7:00 p.m., the Mayor presided and the following members of the Council being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there were presented certain documents relating to the following described improvements previously authorized by the governing body:

Resolution No. 659: Design and construction of certain storm water improvements consisting of the installation of box culverts and appurtenant facilities.

The documents presented are as follows:

Exhibit A - Statement of Final Costs

Exhibit B - Assessment Roll Certification

Exhibit C - Notice of Public Hearing

Exhibit D - Form of Notice of Hearing and Statement of Cost Proposed to be Assessed.

After full consideration thereof, Councilmember _____ moved to take the following action:

1. Approve each of said documents;
2. Establish January 21, 2015 at 7:00 p.m. to meet for the purpose of hearing any and all written or oral objections to the respective assessments set forth therein;
3. Cause the City Clerk to publish the Notice of Public Hearing (*Exhibit C*) in the official City newspaper not less than 10 days prior to such public meeting date;
4. Mail the Form of Notice of Hearing and Statement of Cost Proposed to be Assessed (*Exhibit D*) to each and all owners of property affected by such assessments at their last known post office address on the same date as the publication of Notice of Public Hearing (*Exhibit C*); and
5. File each of said documents of record in the office of the City Clerk and make the same available for public inspection.

The motion was seconded by Councilmember _____, and approved by the following roll call vote:

Yea: _____.

Nay: _____.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Mission, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

EXHIBIT A

**CITY OF MISSION, KANSAS
STATEMENT OF FINAL COSTS**

**ROCK CREEK STORM WATER
RESOLUTION NO. 659**

Gateway Stormwater Improvements	
Rieke Brothers Contract	13,033,557
Cooper Creek Improvement (12% of Total)	-1,455,970
Black & Veatch Design	\$525,678 Contract less 12%
Black & Veatch Inspections	\$539,559 Contract less 12%
TranSystems Inspections	\$271,782 Contract less 12%
Johnson County Wastewater Reimbursements	-\$922,690
TOTAL	\$11,991,916

EXHIBIT B

ASSESSMENT ROLL CERTIFICATION

The undersigned having been designated by the City of Mission, Kansas (the "City"), to determine the amounts of the respective assessments and to prepare the proposed Assessment Roll therefor in connection with certain internal improvements previously authorized by the governing body hereby reports that each and all of said respective assessments have been determined to be as shown on the Schedule attached hereto and made a part hereof by reference as though fully set out herein.

Dated December 17, 2014.

CITY OF MISSION, KANSAS

By _____
Martha Sumrall, City Clerk

**SCHEDULE I
ROCK CREEK STORM WATER
RESOLUTION NO. 659**

Description of Property	Amount of Proposed Assessment
<p>All that part of the West half of Section 9, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:</p> <p>COMMENCING at the Southwest corner of the Northwest Quarter of Section 9, Township 12 South, Range 25 East; thence North 1 degree 49 minutes 20 seconds West along the West line of the Northwest Quarter of said Section 9 a distance of 349.28 feet (339.15 feet Deed) to a point; thence North 88 degrees 10 minutes 40 seconds East a distance of 1740.63 feet (1742.10 feet Deed) to a point on the East right of way line of Roeland Drive, the POINT OF BEGINNING; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 358.19 feet to a point on the South right of way line of Johnson Drive; thence North 67 degrees 34 minutes 47 seconds East along the South right of way line of Johnson Drive a distance of 143.70 feet to a point; thence North 68 degrees 09 minutes 28 seconds East along the South right of way line of Johnson Drive a distance of 434.76 feet to a point; thence South 21 degrees 50 minutes 32 seconds East along the South right of way line of Johnson Drive a distance of 1.53 feet to a point; thence North 72 degrees 37 minutes 31 seconds East along the South right of way line of Johnson Drive a distance of 342.82 feet to a point; thence in a Northeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 297.25 feet, through a central angle of 9 degrees 19 minutes 18 seconds, an arc distance of 48.36 feet to a point of compound curvature; thence in a Southeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 106.25 feet, through a central angle of 85 degrees 00 minutes 09 seconds, an arc distance of 157.63 feet to a point of compound curvature, said point also lying on the West right of way line of Roe Avenue; thence in a Southeasterly direction along the West right of way line of Roe Avenue and along a curve to the right, having a radius of 397.25 feet, through a central angle of 9 degrees 59 minutes 48 seconds, an arc distance of 69.31 feet to a point; thence South 3 degrees 03 minutes 14 second East along the West right of way line of Roe Avenue a distance of 111.19 feet to a point; thence South 2 degrees 07 minutes 38 seconds East along the West right of way line of Roe Avenue a distance of 200.66 feet to a point; thence South 1 degree 54 minutes 32 seconds East along the West right of way line of Roe Avenue a distance of 42.62 feet to a point on the Northwesterly right of way line of Shawnee Mission Parkway (also known as US Highway 56) as established in Book 200706 at Page 003864; thence South 37 degrees 23 minutes 58 seconds West along the Northwesterly right of way line of said Shawnee Mission Parkway a distance of 936.44 feet to the point of intersection of the Northwesterly right of way line of Shawnee Mission Parkway and the East right of way line of Roeland Drive; thence North 52 degrees 36 minutes 02 seconds West along the East right of way line of Roeland Drive a distance of 44.00 feet to a point; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the right, having a radius of 260.50 feet, through a central angle of 53 degrees 32 minutes 02 seconds, an arc distance of 243.40 feet to a point of reverse curvature; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the left, having a radius of 490.00 feet, through a central angle of 34 degrees 25 minutes 13 seconds, an arc distance of 294.37 feet to a point; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 125.55 feet to the POINT OF BEGINNING and containing 721,889 Square Feet or 16.572 Acres, more or less.</p>	<p>\$11,991,916</p>

EXHIBIT C

(Published in the *Legal Record*, on December 30, 2014)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF MISSION, KANSAS

You and each of you are hereby notified that the governing body of the City of Mission, Kansas (the "City") will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 *et seq.*, at 6090 Woodson, Mission, Kansas 66202, on January 21, 2015 at 7:00 p.m.. Said public hearing is for the purpose of hearing any and all oral or written objections to proposed assessments in connection with the following described improvements:

Resolution No. 659: Design and construction of certain storm water improvements consisting of the installation of box culverts and appurtenant facilities.

Property Description:

All that part of the West half of Section 9, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of Section 9, Township 12 South, Range 25 East; thence North 1 degree 49 minutes 20 seconds West along the West line of the Northwest Quarter of said Section 9 a distance of 349.28 feet (339.15 feet Deed) to a point; thence North 88 degrees 10 minutes 40 seconds East a distance of 1740.63 feet (1742.10 feet Deed) to a point on the East right of way line of Roeland Drive, the POINT OF BEGINNING; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 358.19 feet to a point on the South right of way line of Johnson Drive; thence North 67 degrees 34 minutes 47 seconds East along the South right of way line of Johnson Drive a distance of 143.70 feet to a point; thence North 68 degrees 09 minutes 28 seconds East along the South right of way line of Johnson Drive a distance of 434.76 feet to a point; thence South 21 degrees 50 minutes 32 seconds East along the South right of way line of Johnson Drive a distance of 1.53 feet to a point; thence North 72 degrees 37 minutes 31 seconds East along the South right of way line of Johnson Drive a distance of 342.82 feet to a point; thence in a Northeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 297.25 feet, through a central angle of 9 degrees 19 minutes 18 seconds, an arc distance of 48.36 feet to a point of compound curvature; thence in a Southeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 106.25 feet, through a central angle of 85 degrees 00 minutes 09 seconds, an arc distance of 157.63 feet to a point of compound curvature, said point also lying on the West right of way line of Roe Avenue; thence in a Southeasterly direction along the West right of way line of Roe Avenue and along a curve to the right, having a radius of 397.25 feet, through a central angle of 9 degrees 59 minutes 48 seconds, an arc distance of 69.31 feet to a point; thence South 3 degrees 03 minutes 14 second East along the West right of way line of Roe Avenue a distance of 111.19 feet to a point; thence South 2 degrees 07 minutes 38 seconds East along the West right of way line of Roe Avenue a distance of 200.66 feet to a point; thence South 1 degree 54 minutes 32 seconds East along the West right of way line of Roe Avenue a distance of 42.62 feet to a point on the Northwesterly right of way line of Shawnee Mission Parkway (also known as US Highway 56) as established in Book 200706 at Page 003864; thence South 37 degrees 23 minutes 58 seconds West along the Northwesterly right of way line of said Shawnee Mission Parkway a distance of 936.44 feet to the point of intersection of the Northwesterly right of way line of Shawnee Mission Parkway and the East right of way line of Roeland Drive; thence North 52 degrees 36 minutes 02 seconds West along the East right of way line of Roeland Drive a distance of 44.00 feet to a point; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the right, having a radius of 260.50 feet, through a central angle of 53 degrees 32 minutes 02 seconds, an arc distance of 243.40 feet to a point of reverse curvature; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the left, having a radius of 490.00 feet, through a central angle of 34 degrees 25 minutes 13 seconds, an arc distance of 294.37 feet to a point; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 125.55 feet to the POINT OF BEGINNING and containing 721,889 Square Feet or 16.572 Acres, more or less.

Cost of Improvements:

\$11,991,816.

100% to be assessed against the Improvement District and 0% to be paid by the City-at-large

An Assessment Roll prepared in accordance with the referenced Resolution approved by the governing body is on file in the Office of the City Clerk and may be examined by any interested party. At the conclusion of the public hearing, the governing body will consider an Ordinance levying such special assessments.

DATED December 17, 2014.

Martha Sumrall, City Clerk

EXHIBIT D

**NOTICE OF HEARING
AND
STATEMENT OF COST PROPOSED TO BE ASSESSED**

December 30, 2014
Mission, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on ***Schedule I*** attached hereto, that there is proposed to be assessed against said property, certain amounts for the costs of certain internal improvements (the "Improvements") previously authorized by the governing body of the City of Mission, Kansas (the "City"). The description of the Improvements, the resolution number authorizing the same and the proposed amount of assessment are set forth on ***Schedule I*** attached hereto.

You are hereby further notified that the governing body of the City will meet on January 21, 2015, at 7:00 p.m., at 6090 Woodson, Mission, Kansas 66202, for the purpose of considering the proposed assessments.

The proposed Assessment Roll is on file in my office for public inspection. ***WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID PUBLIC HEARING.***

At the conclusion of the public hearing, the governing body of the City will consider an ordinance levying such special assessments. A subsequent Notice of Assessment will be mailed to affected property owners at that time indicating that each property owner may pay the assessment in whole or in part within thirty (30) days from the date of such notice. Any amount not so paid within the time period prescribed will be collected in 20 annual installments, together with interest thereon at the rate obtained by the City for its general obligation bonds issued to finance the costs of the Improvements.

Martha Sumrall, City Clerk

**SCHEDULE I
ROCK CREEK STORM WATER
RESOLUTION NO. 659**

Description of Property	Amount of Proposed Assessment
<p>All that part of the West half of Section 9, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:</p> <p>COMMENCING at the Southwest corner of the Northwest Quarter of Section 9, Township 12 South, Range 25 East; thence North 1 degree 49 minutes 20 seconds West along the West line of the Northwest Quarter of said Section 9 a distance of 349.28 feet (339.15 feet Deed) to a point; thence North 88 degrees 10 minutes 40 seconds East a distance of 1740.63 feet (1742.10 feet Deed) to a point on the East right of way line of Roeland Drive, the POINT OF BEGINNING; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 358.19 feet to a point on the South right of way line of Johnson Drive; thence North 67 degrees 34 minutes 47 seconds East along the South right of way line of Johnson Drive a distance of 143.70 feet to a point; thence North 68 degrees 09 minutes 28 seconds East along the South right of way line of Johnson Drive a distance of 434.76 feet to a point; thence South 21 degrees 50 minutes 32 seconds East along the South right of way line of Johnson Drive a distance of 1.53 feet to a point; thence North 72 degrees 37 minutes 31 seconds East along the South right of way line of Johnson Drive a distance of 342.82 feet to a point; thence in a Northeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 297.25 feet, through a central angle of 9 degrees 19 minutes 18 seconds, an arc distance of 48.36 feet to a point of compound curvature; thence in a Southeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 106.25 feet, through a central angle of 85 degrees 00 minutes 09 seconds, an arc distance of 157.63 feet to a point of compound curvature, said point also lying on the West right of way line of Roe Avenue; thence in a Southeasterly direction along the West right of way line of Roe Avenue and along a curve to the right, having a radius of 397.25 feet, through a central angle of 9 degrees 59 minutes 48 seconds, an arc distance of 69.31 feet to a point; thence South 3 degrees 03 minutes 14 second East along the West right of way line of Roe Avenue a distance of 111.19 feet to a point; thence South 2 degrees 07 minutes 38 seconds East along the West right of way line of Roe Avenue a distance of 200.66 feet to a point; thence South 1 degree 54 minutes 32 seconds East along the West right of way line of Roe Avenue a distance of 42.62 feet to a point on the Northwesterly right of way line of Shawnee Mission Parkway (also known as US Highway 56) as established in Book 200706 at Page 003864; thence South 37 degrees 23 minutes 58 seconds West along the Northwesterly right of way line of said Shawnee Mission Parkway a distance of 936.44 feet to the point of intersection of the Northwesterly right of way line of Shawnee Mission Parkway and the East right of way line of Roeland Drive; thence North 52 degrees 36 minutes 02 seconds West along the East right of way line of Roeland Drive a distance of 44.00 feet to a point; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the right, having a radius of 260.50 feet, through a central angle of 53 degrees 32 minutes 02 seconds, an arc distance of 243.40 feet to a point of reverse curvature; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the left, having a radius of 490.00 feet, through a central angle of 34 degrees 25 minutes 13 seconds, an arc distance of 294.37 feet to a point; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 125.55 feet to the POINT OF BEGINNING and containing 721,889 Square Feet or 16.572 Acres, more or less.</p>	<p>\$11,991,916</p>

CERTIFICATE OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

The undersigned, City Clerk of the City of Mission, Kansas (the “City”), does hereby certify that on December 30, 2014, I caused to be mailed to each and all of the owners of property affected thereby, at their last known post office address, a Notice of Public Hearing and Statement of the Cost Proposed to be Assessed in connection with certain improvements in the City.

A sample copy of the form of such Notice of Hearing and Statement of Cost Proposed to be Assessed is attached hereto.

WITNESS my hand and seal as of January ____, 2015.

(Seal)

Martha Sumrall, City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF MISSION, KANSAS
HELD ON JANUARY 21, 2015**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Mayor opened a public hearing for the purpose of receiving written or oral objections and considering proposed assessments for the costs of certain internal improvements previously authorized by the governing body of the City. It was determined by the governing body that notice of the public hearing was duly published and mailed in accordance with K.S.A. 12-6a01 *et seq.* Thereafter, the Mayor adjourned the public hearing.

Thereupon, an Ordinance was presented entitled:

**AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN
PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE
CITY OF MISSION, KANSAS, AS PREVIOUSLY AUTHORIZED BY
RESOLUTION NO. 659 OF THE CITY; AND PROVIDING FOR THE
COLLECTION OF SUCH SPECIAL ASSESSMENTS.**

The Ordinance was considered and discussed; and on motion of Councilmember _____ seconded by Councilmember _____ the Ordinance as a whole was passed by the following roll call vote:

Yea: _____.

Nay: _____.

Thereupon, a majority of the members of the governing body having voted in favor of the adoption of the Ordinance, it was given No. _____, was approved and signed by the Mayor and attested by the City Clerk; and the City Clerk was ordered to cause the Ordinance or a summary thereof to be published one time in the official City newspaper as required by law, and to cause to be mailed a Notice of Assessment to each and all of the known property owners affected thereby on the same date that the Ordinance or summary thereof is published.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Mission, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

ORDINANCE NO. _____

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF MISSION, KANSAS, AS PREVIOUSLY AUTHORIZED BY RESOLUTION NO. 659 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the governing body of the City of Mission, Kansas (the “City”) has previously authorized certain internal improvements (the “Improvements”) to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the governing body has previously conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

Section 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Resolution No. 659: Design and construction of certain storm water improvements consisting of the installation of box culverts and appurtenant facilities

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

Section 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part within thirty (30) days from the date of publication of this Ordinance.

Section 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid within thirty (30) days from the date of publication of this Ordinance, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

Section 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Johnson County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in 20 annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

Section 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on January 21, 2015 and signed and **APPROVED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

EXHIBIT A
ROCK CREEK STORM WATER
RESOLUTION NO. 659

Description of Property	Amount of Proposed Assessment
<p>All that part of the West half of Section 9, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:</p> <p>COMMENCING at the Southwest corner of the Northwest Quarter of Section 9, Township 12 South, Range 25 East; thence North 1 degree 49 minutes 20 seconds West along the West line of the Northwest Quarter of said Section 9 a distance of 349.28 feet (339.15 feet Deed) to a point; thence North 88 degrees 10 minutes 40 seconds East a distance of 1740.63 feet (1742.10 feet Deed) to a point on the East right of way line of Roeland Drive, the POINT OF BEGINNING; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 358.19 feet to a point on the South right of way line of Johnson Drive; thence North 67 degrees 34 minutes 47 seconds East along the South right of way line of Johnson Drive a distance of 143.70 feet to a point; thence North 68 degrees 09 minutes 28 seconds East along the South right of way line of Johnson Drive a distance of 434.76 feet to a point; thence South 21 degrees 50 minutes 32 seconds East along the South right of way line of Johnson Drive a distance of 1.53 feet to a point; thence North 72 degrees 37 minutes 31 seconds East along the South right of way line of Johnson Drive a distance of 342.82 feet to a point; thence in a Northeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 297.25 feet, through a central angle of 9 degrees 19 minutes 18 seconds, an arc distance of 48.36 feet to a point of compound curvature; thence in a Southeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 106.25 feet, through a central angle of 85 degrees 00 minutes 09 seconds, an arc distance of 157.63 feet to a point of compound curvature, said point also lying on the West right of way line of Roe Avenue; thence in a Southeasterly direction along the West right of way line of Roe Avenue and along a curve to the right, having a radius of 397.25 feet, through a central angle of 9 degrees 59 minutes 48 seconds, an arc distance of 69.31 feet to a point; thence South 3 degrees 03 minutes 14 second East along the West right of way line of Roe Avenue a distance of 111.19 feet to a point; thence South 2 degrees 07 minutes 38 seconds East along the West right of way line of Roe Avenue a distance of 200.66 feet to a point; thence South 1 degree 54 minutes 32 seconds East along the West right of way line of Roe Avenue a distance of 42.62 feet to a point on the Northwesterly right of way line of Shawnee Mission Parkway (also known as US Highway 56) as established in Book 200706 at Page 003864; thence South 37 degrees 23 minutes 58 seconds West along the Northwesterly right of way line of said Shawnee Mission Parkway a distance of 936.44 feet to the point of intersection of the Northwesterly right of way line of Shawnee Mission Parkway and the East right of way line of Roeland Drive; thence North 52 degrees 36 minutes 02 seconds West along the East right of way line of Roeland Drive a distance of 44.00 feet to a point; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the right, having a radius of 260.50 feet, through a central angle of 53 degrees 32 minutes 02 seconds, an arc distance of 243.40 feet to a point of reverse curvature; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the left, having a radius of 490.00 feet, through a central angle of 34 degrees 25 minutes 13 seconds, an arc distance of 294.37 feet to a point; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 125.55 feet to the POINT OF BEGINNING and containing 721,889 Square Feet or 16.572 Acres, more or less.</p>	<p>\$11,991,916</p>

(Published in *The Legal Record*, on January ____, 2015)

SUMMARY OF ORDINANCE NO. _____

On January 21, 2015, the governing body of the City of Mission, Kansas passed an ordinance entitled:

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF MISSION, KANSAS, AS PREVIOUSLY AUTHORIZED BY RESOLUTION NO. 659 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

The Ordinance levies special assessments on certain property located in an Improvement District in the Rock Creek Channel pursuant to K.S.A. 12-6a01 *et seq.* and Resolution No. 659 of the City. A schedule of the amounts of said special assessments and the property against which such assessments will be levied are included in the Ordinance. The special assessments shall be certified by the City Clerk to the Clerk of Johnson County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in annual installments over a period of 20 years. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City of Mission, 6030 Woodson, Mission, Kansas 66202. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.missionks.org.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: _____, 2015.

City Attorney

NOTICE OF ASSESSMENT

_____, 2015
Mission, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on ***Schedule I*** attached hereto, that pursuant to Ordinance No. _____ adopted on January 21, 2015 (the “Ordinance”) of the City of Mission, Kansas (the “City”) there has been assessed against said property, the costs of certain internal improvements previously authorized by the governing body of the City (the “Improvements”). The description of the Improvements, the resolution number authorizing the same and the amount of assessment are set forth on ***Schedule I*** attached hereto.

You may pay this assessment in whole or in part to the City Treasurer of the City within thirty (30) days from the date hereof; and if the amount is not paid within said time period, bonds will be issued therefor, and the balance of such assessment will be collected in 20 annual installments, together with interest on such amounts remaining unpaid at a rate not exceeding the maximum rate therefor as prescribed by K.S.A. 12-6a01 *et seq.* Interest accruing between the date set forth above and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

Martha Sumrall, City Clerk

**SCHEDULE I
ROCK CREEK STORM WATER
RESOLUTION NO. 659**

Description of Property	Amount of Proposed Assessment
<p>All that part of the West half of Section 9, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:</p> <p>COMMENCING at the Southwest corner of the Northwest Quarter of Section 9, Township 12 South, Range 25 East; thence North 1 degree 49 minutes 20 seconds West along the West line of the Northwest Quarter of said Section 9 a distance of 349.28 feet (339.15 feet Deed) to a point; thence North 88 degrees 10 minutes 40 seconds East a distance of 1740.63 feet (1742.10 feet Deed) to a point on the East right of way line of Roeland Drive, the POINT OF BEGINNING; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 358.19 feet to a point on the South right of way line of Johnson Drive; thence North 67 degrees 34 minutes 47 seconds East along the South right of way line of Johnson Drive a distance of 143.70 feet to a point; thence North 68 degrees 09 minutes 28 seconds East along the South right of way line of Johnson Drive a distance of 434.76 feet to a point; thence South 21 degrees 50 minutes 32 seconds East along the South right of way line of Johnson Drive a distance of 1.53 feet to a point; thence North 72 degrees 37 minutes 31 seconds East along the South right of way line of Johnson Drive a distance of 342.82 feet to a point; thence in a Northeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 297.25 feet, through a central angle of 9 degrees 19 minutes 18 seconds, an arc distance of 48.36 feet to a point of compound curvature; thence in a Southeasterly direction along the South right of way line of Johnson Drive and along a curve to the right, having a radius of 106.25 feet, through a central angle of 85 degrees 00 minutes 09 seconds, an arc distance of 157.63 feet to a point of compound curvature, said point also lying on the West right of way line of Roe Avenue; thence in a Southeasterly direction along the West right of way line of Roe Avenue and along a curve to the right, having a radius of 397.25 feet, through a central angle of 9 degrees 59 minutes 48 seconds, an arc distance of 69.31 feet to a point; thence South 3 degrees 03 minutes 14 second East along the West right of way line of Roe Avenue a distance of 111.19 feet to a point; thence South 2 degrees 07 minutes 38 seconds East along the West right of way line of Roe Avenue a distance of 200.66 feet to a point; thence South 1 degree 54 minutes 32 seconds East along the West right of way line of Roe Avenue a distance of 42.62 feet to a point on the Northwesterly right of way line of Shawnee Mission Parkway (also known as US Highway 56) as established in Book 200706 at Page 003864; thence South 37 degrees 23 minutes 58 seconds West along the Northwesterly right of way line of said Shawnee Mission Parkway a distance of 936.44 feet to the point of intersection of the Northwesterly right of way line of Shawnee Mission Parkway and the East right of way line of Roeland Drive; thence North 52 degrees 36 minutes 02 seconds West along the East right of way line of Roeland Drive a distance of 44.00 feet to a point; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the right, having a radius of 260.50 feet, through a central angle of 53 degrees 32 minutes 02 seconds, an arc distance of 243.40 feet to a point of reverse curvature; thence in a Northwesterly direction along the East right of way line of Roeland Drive and along a curve to the left, having a radius of 490.00 feet, through a central angle of 34 degrees 25 minutes 13 seconds, an arc distance of 294.37 feet to a point; thence North 33 degrees 29 minutes 13 seconds West along the East right of way line of Roeland Drive a distance of 125.55 feet to the POINT OF BEGINNING and containing 721,889 Square Feet or 16.572 Acres, more or less.</p>	<p>\$11,991,916</p>

CERTIFICATE OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

The undersigned, City Clerk of the City of Mission, Kansas, does hereby certify that on January 27, 2015, the date on which Ordinance No. _____ (the "Ordinance") of the City was published, I caused to be mailed to the owners of the properties liable for the assessments set out in the Ordinance, at their last known post office addresses, a Notice of Assessment showing the respective assessments levied against their properties and stating the manner in which said assessments will be collected.

A sample copy of the form of such Notice of Assessment is attached hereto.

WITNESS my hand and seal as of January __, 2015.

(Seal)

Martha Sumrall, City Clerk

[attach sample copy of form]

CERTIFICATE OF CITY TREASURER

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

The undersigned, City Treasurer of the City of Mission, Kansas (the "City"), does hereby certify that within the time allowed by Ordinance No. _____ of the City for the payment of special assessments in cash, property owners specially assessed for the costs of certain internal improvements previously authorized by the governing body of the City, paid in cash the amounts set forth below:

Resolution No.	Amount
659	
<i>TOTAL</i>	\$ _____

WITNESS my hand on January _____, 2015.

City Treasurer

City of Mission	Item Number:	6c.
ACTION ITEM SUMMARY	Date:	November 26, 2014
COMMUNITY DEVELOPMENT	From:	Martin Rivarola

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

RE: Comprehensive Plan Update - Contractual Services

RECOMMENDATION: Approve Agreement for Planning Advisory Services with Scott Michie Planning Services in an amount not to exceed \$14,000, plus reimbursement for approved direct costs, for Staff support of the 2015 Comprehensive Plan Update.

Approve MindMixer Agreement in an amount not to exceed \$4,375, for a term of one (1) year, for online citizen engagement in support of the 2015 Comprehensive Plan Update.

DETAILS: A current Comprehensive Plan gives cities the ability to zone and to protect their zoning decisions from litigation. Mission's Comprehensive Plan was prepared in 2006-2007. Yearly reviews have been conducted, and a minor revision was approved in 2011, in accordance with State Law. During the preparation of the 2015 Budget, the Council approved \$30,000 to go through a visioning update and review of the Comprehensive Plan. During the October 29th City Council Worksession, staff presented a proposed scope of work to match up with the approved budget. The contracts being considered will secure the recommended external consulting support to begin the visioning/update process.

The City will work with a diverse group of stakeholder groups over the next 6-8 months to formalize a set of recommended revisions to the Comprehensive Plan. We envision using members of the City's Planning Commission as a Steering Committee, along with members of other groups (MCVB, Sustainability Commission, HOA's, NEJCCC, Renters, Minorities, Business Community, etc.). City Council will have multiple opportunities to provide direction and guide the process, prior to formal consideration or adoption by the Planning Commission and Council. The proposed timeline for the project is as follows:

December 2014	Approve various scopes of work/interlocal agreements
January 2015	Kick-off/Notice to Proceed
July-September 2015	Consideration/approval of recommended revisions

Project Approach: The process will include a robust effort of engaging the public and integrating other tools to obtain feedback:

- Project Management by City Staff. Staff will utilize limited consulting support from an external consultant familiar with Mission. The project will involve recurring Steering Committee and Public Meeting/ Open House sessions. We envision the process will also include small focus group meetings. The final document will be written internally with support from consulting partners. Consulting support will include GIS data analysis and production of maps, charts and other information for public meetings. Once the document is completed, the formal approval process will follow. **Estimated Costs: \$14,000**
- Additional Community outreach: Online surveys and social media tools **Estimated Costs: \$4,500**
- Planning-focused statistically-valid community survey - This process will coordinate efforts with the "Direction Finder" survey and Parks Master Plan work. These surveys will help identify community priorities and gauge public support for future improvements. In addition to the standard "Direction Finder" survey, which is more focused on levels of satisfaction related to public services (police/fire response times, public works, etc.), there will be questions relevant to Mission's Comprehensive Plan and planning priorities. **Estimated Costs: \$6,000**

Related Statute/City Ordinance:	Various
Line Item Code/Description:	01-23-207-03 - Engineering/Architect/Planning Services
Available Budget:	\$30,000

City of Mission	Item Number:	6c.
ACTION ITEM SUMMARY	Date:	November 26, 2014
COMMUNITY DEVELOPMENT	From:	Martin Rivarola

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

Staff is presenting agreements with the following firms in order to advance the project in accordance with the proposed scope:

[Scott Michie Planning Services](#): Mr. Michie, formerly with BWR, has been involved in previous planning efforts in Mission. Mr. Michie now runs his own consulting service, and will provide specialized assistance during the process in an amount not-to-exceed \$14,000 (estimated 125 billable hours), plus reimbursement for approved direct costs. Mr. Michie will be:

- Helping staff finalize the overall project approach and methods;
- Reviewing/editing/contributing to preparation of a statistically valid community opinion survey;
- Supporting staff in key public meeting facilitation, including summarizing results;
- Assisting with GIS data analysis and preparation of maps for public meetings and final documents;
- Providing help in drafting/editing the final plan document.

[MindMixer](#): MindMixer, a tech firm with headquarters in Kansas City, is a business which specializes in hosting interactive online sites. Their work helps clients present information and solicit feedback from residents and other stakeholders. The firm is known for its ability to capture public opinion through what is described as a civic technology platform. MindMixer, would engage the public via an online platform. Cost for this work is \$4,375 for the first year. If successful, the City could extend the agreement for additional years or for other service delivery areas.

[ETC Institute](#): (Proposed under separate agenda item). ETC is a local market research firm who would administer a planning-focused survey in connection with the standard "Direction Finder" survey.

Related Statute/City Ordinance:	Various
Line Item Code/Description:	01-23-207-03 - Engineering/Architect/Planning Services
Available Budget:	\$30,000

AGREEMENT #1 FOR PLANNING ADVISORY SERVICES 2014-2015

THIS AGREEMENT, made this _____ day of _____, 2014; BY AND BETWEEN the **CITY OF MISSION, Kansas, 6090 Woodson, Mission, Kansas 66202**, hereinafter called the "City", and **Scott A. Michie Planning Services, 9943 Cedar Drive, Overland Park, Kansas 66207**, hereinafter called the "Consultant" shall provide that:

WHEREAS, the City requires the Consultant to provide planning advisory services including routine consultation with city staff, City Council, planning commission, and the general public at the direction of city staff on matters pertaining to the public planning program of the city, as well as attendance at certain meetings as requested by the city staff; and

WHEREAS, the City requires the Consultant to provide planning consultant services as provided in this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS herein contained, the parties hereto hereby agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will provide the following services:

- A. Provide city planning consultant support services to City Staff, including:
 - Helping staff finalize the citywide plan update approach and method as staff prepares to launch the project: strategies/products/milestones, and consensus-building that you'll need for adoption;
 - reviewing/editing/contributing to preparation of a statistically valid community opinion survey;
 - supporting staff in key public meeting facilitations;
 - providing follow-up help with summarizing the public response resulting from key meetings;
 - providing help in drafting/editing portions of the plan document;
 - GIS Mapping/Data Analysis; and
 - providing other related support services as budget allows.
- B. Meet with City Staff, City Council, Planning Commission, and other designated representatives in person or by phone, email, text message or at public venues outside City Hall.
- C. Perform other special projects and other related services.

ARTICLE II - COMPENSATION

The Consultant shall provide services on an hourly basis; except that, services for Article I, Section C may be provided on an hourly basis or on a lump sum basis in an amount negotiated by both parties and authorized by the City. Services performed by the Consultant for Article I, Sections A and B shall be in an amount not to exceed \$14,000 (estimated 125 hours of services), plus reimbursement for direct costs. The City agrees to compensate those services at the hourly rate and reimbursement rate as listed below:

Consultant Planner	\$110.00
GIS Mapping/Map Production (estimated 30 hours)	\$75.00
Direct Expenses (Meals and Other Approved Expenses)	At cost
Mileage	Current IRS-Approved Mileage Rate

A monthly statement shall be submitted by the Consultant that itemizes the number of hours, services performed and approved expenses for the work specifically requested by the City. This statement shall

separately itemize expenses. The City shall make payment within thirty (30) calendar days of the date of said statement for all fees and expenses.

ARTICLE III - MISCELLANEOUS PROVISIONS

This Agreement shall commence upon the date of authorization, and shall continue until the 31st day of December, 2015; PROVIDED, HOWEVER, that the City may terminate this Agreement at any time and for any reason by giving to the Consultant a notice in writing at least thirty (30) days prior to the effective date of such termination. In the event the City terminates this Agreement as herein provided, the City agrees to pay to the Consultant any and all sums due and owed for services rendered in accordance with the terms of this Agreement to the effective date of such termination.

At all times during the term of this Agreement, Consultant is and shall be, deemed an independent contractor and as such is not an agent or employee of the City. Nothing in this Agreement shall imply any relationship between Consultant and City other than as independent contractors, one to the other. Consultant shall be responsible for any and all taxes imposed upon consideration paid under this agreement, and under no circumstance shall Consultant be vested with authority to act on behalf of, or to bind, City without express written authorization by City.

The Community Development Director or his designee shall be the primary project contact for the City.

IN WITNESS WHEREON, said parties have affixed their name, the day and year first written above.

CONSULTANT:

CITY:

SCOTT A. MICHIE PLANNING SERVICES

THE CITY OF MISSION, KANSAS

Scott A. Michie
Owner

Steve Schowengerdt
Mayor

ATTEST:

Title: _____

MindMixer / City of Mission, KS Agreement

1. CONTACT INFORMATION

Primary Contact: Martin Rivarola
Address: 6090 Woodson Road
Mission, KS 66202
Phone: (913) 676-8350
Email: mrivarola@missionks.org

2. PLATFORM – MINDMIXER WEB APPLICATION

MindMixer Web Application

- a. The Site shall include all aspects of the MindMixer Engagement Platform, including idea submission, idea evolvment, user voting, interactive budgeting, and expert / client feedback (two-way engagement). MindMixer will provide Client access to the MindMixer Management Dashboard and the MindMixer Reporting Dashboard.
- b. User is responsible for selecting and uploading Site topics and any asset associated with each topic (i.e. photos, maps, videos, etc.). MindMixer may reject topics and topic assets at sole discretion if topics contain obscene material, offensive language, or defamatory remarks about an individual or entity.
- c. User is solely responsible for the time and cost associated with topic asset production related to the Site (i.e., video introductions of topics, topic photos, map production, etc.).
- d. User acknowledges this agreement can, at discretion of MindMixer, provide opportunity for additional departments, entities, agencies or other meaningful groups within the organization to utilize the platform as part of the term, condition and pricing of this agreement.
- e. MindMixer will define naming convention for URL, host Site for operation through the term and work with Client to identify Project Name.
- f. Site will remain "live" as a read-only site for up to 90 days after termination/expiration of this Agreement.
- g. At all times during the term of this Agreement, MindMixer is and shall be, deemed an independent contractor and as such is not an agent or employee of the City. Nothing in this Agreement shall imply any relationship between MindMixer and City other than as independent contractors, one to the other. MindMixer shall be responsible for any and all taxes imposed upon consideration paid under this agreement, and under no circumstance shall MindMixer be vested with authority to act on behalf of, or to bind, City without express written authorization by City.

3. SERVICE & SUPPORT

Onboarding

- a. Training and support is provided by MindMixer via phone and webinars.



- i. MindMixer will provide dedicated service resources to guide client through onboarding, including best practices and recommendations.
- ii. Client will provide an electronic contact list of the organization's employees able to take advantage of resources described in 2.d. above.
- iii. Site includes links to library of best practices and site optimization videos.

Ongoing Service

- a. MindMixer will provide ongoing client support and guidance through webinars, telephone calls, newsletters, and other outreach efforts.

Technical Support

- a. MindMixer will provide general client support (password reset, site navigation issues, site utilization questions, etc.)

4. FEES & TERMS (Select Yearly Option)

	5 YEAR	4 YEAR	3 YEAR	2 YEAR	1 YEAR
Select Length of Term	<input type="checkbox"/>				
Total Fee	\$11,375	\$9,800	\$9,450	\$7,000	\$4,375
Average Yearly Fee	\$2,275	\$2,450	\$3,150	\$3,500	\$4,375
	<i>(48% discount)</i>	<i>(44% discount)</i>	<i>(28% discount)</i>	<i>(20% discount)</i>	
Total Savings*	\$10,500	\$7,700	\$3,675	\$1,750	

- a. Contract is effective at date of last signature.
- b. Contract Term:
 - i. Begins on December 18, 2014
 - ii. Ends at the expiration of the selected term length.



- c. Billing:
 - i. Begins on January 1, 2015.
 - ii. Total Fee invoiced on the effective date.
 - iii. Fees due to MindMixer will be payable within 30 days of receipt of the applicable invoice.
 - iv. Invoices sent electronically via PDF to mrivarola@missionks.org.
 - v. Payments of Fees to be made via check to MindMixer at 1735 Baltimore Ave., Kansas City, MO 64108. Credit card and ACH payments are accepted upon request.
- d. At conclusion of this agreement, this contract will automatically renew on an annual basis. Pricing will be based on the average annual contract amount of the original agreement, subject to an increase of no more than 5%. This renewal will go into effect unless written notice is received 30 days prior to anniversary date.

This offer (pricing, terms, details) is valid until January 7, 2015. If not signed prior to this date, then this offer expires and a new agreement will be required.

ACCEPTED AND AGREED TO BY:

_____, "CLIENT"

SOCIALMENTUM, LLC., "MINDMIXER"

By:

By:

Its:

Its:

Date:

Date:



How MindMixer Works

A Guide to the MindMixer Platform



MindMixer Engagement

Community Action Starts Here

MindMixer offers the nation's largest suite of best-in-class engagement technology. Participants can get engaged in a variety of ways with our interactive, mobile-friendly application. Invite community members to engage in a two-way dialogue with their leaders, vote in polls, and earn rewards. Integrate your site with mobile devices and other social media sites to make it easier than ever for residents to get involved.

Home Topics Activity About Sign Up Log In

Welcome to City of MindMixer.
The City of MindMixer is looking for resident feedback. Second ideas you support, suggest ideas and leave feedback. Posts will be reviewed by the city to help shape decision making across a variety of departments.

Connect with Facebook or Sign Up with Email

Rewards Store
Welcome to the Envision Greenville Rewards Store!
We want you to know how much we appreciate your contributions to our online conversation. Here you can redeem the engagement points you earned for great local rewards.
Thanks for your participation!
You have 400 Points to spend

- \$25 voucher for the Farmer's Market** 200 Points
Redeem this voucher for up to \$25 worth of delicious and fresh produce at the Farmer's Market.
5 Available **Redeem**
- Tickets to a performance at the Community Playhouse** 300 Points
Four tickets to see one of Greenville Community Playhouse's award-winning performances.
5 Available **Redeem**
- Lunch with Mayor Smith** 500 Points
Sit down with Mayor Smith over lunch and discuss important city topics.
3 Available **Redeem**

Topics Join the discussion and add to current

Connecting Our Community Posted Oct 19 134 Interactions

How can we create a more connected community?

My idea is...

Learn More Share

Join the conversation:

Enjoying Our Parks Posted Oct 19 134 Interactions 31 Days Remaining

How do you enjoy our Parks? Pick your favorite activities at the park.

Choose up to 3

Hiking

See More

Join the conversation:

Park Improvements Posted Oct 19 134 Interactions 31 Days Remaining

What parks around town are in need of structural improvements? Which parks require the most attention?

Memorial Park

Tell us a little more

How many other city ideas...

Add a YouTube URL to include a video with your idea

Add a photo

Add a topic note Share **Add It**

There are Many Ways to Engage



Photo Share

Create a visual of the community by asking participants to submit their own photos, or interact on yours in a visual preference survey.



Instant Poll

Allow participants to select from a list of choices determined and controlled by your site administrators.



Idea Submissions

Invite participants to submit their own, unique ideas, or support other ideas and leave feedback in the comments field.



Survey

Offer a comprehensive list of open- or closed-ended questions that participants can answer quickly on a specific subject.



Challenge

Get citizen solutions to a challenge your community is facing, then take direct action based on participants' votes.



Client Management Dashboard

Get the Most Out of Your Engagement Site

You and your team will be able to craft your community questions and schedule your conversations to optimize engagement, all while keeping your participants up-to-date on the progress their ideas are making. Before you get started, we'll tell you everything you need to know to administer your site and delegate duties to your team, and our helpful step-by-step Onboarding Wizard will do the rest.

Welcome to Envision Greenville's Management Dashboard
The Management Dashboard gives you full control over your project.

PROJECT TOTALS
299 Visitors
125 Ideas
100 Comments

TOPICS
Define the important topics in your community.
8 current topics.
6 archived topics.

MESSAGE CENTER
Send messages to your site's participants.
9 messages have been sent.

IDEA STATUS
Respond to specific ideas with constructive feedback.
19 ideas have been reviewed.

GROUPS
Organize and interact with your site participants.
4 work groups.
6 user groups.

REWARDS
Provide users with incentives for participating.
4 rewards are active.

WHO'S LISTENING
Identify the community stakeholders who are listening.
3 community leads.

SETTINGS
Customize your site with features & content.
What features do you want to activate on your site?

ALERTS
Interact with users through Email and Web.
2 alerts have been customized.

Application Color Theme (Step 1)
MindMixer, Cosmic, Fire, Fuchsia, Cranberry, Plum, Midnight, Royal, Sea Foam, Caribbean, Grass, Forest

Your Best Shot
We strongly recommend you use a quality photo that captures the spirit of your community. The application will take care of fading it in the right areas! If you can't find a good photo, select one of our stock options! (1280px by 450px)

Message Center
Draft Messages

TITLE	LAST MODIFIED	TYPE
Sustainable Development Open House - Thursday the 18th	Edited on Fri, 26, 2013 @ 2:38 PM	📧

Scheduled & Sent Messages

TITLE	DELIVERY	TYPE
Idea Review This Weekend	Scheduled Aug 13, 2017 @ 9:00 AM	📧
Test Announcement	Sent Apr 26, 2013 @ 2:18 PM	📧
Upcoming Meeting	Sent Apr 02, 2013 @ 2:43 PM	📧
Upcoming Meeting!	Sent Mar 27, 2013 @ 1:55 PM	📧
Don't Miss Out!	Sent Mar 12, 2013 @ 1:36 PM	📧
Meeting this thursday @ noon!	Sent Feb 13, 2013 @ 8:00 PM	📧
Art Fair This Weekend at the Plaza	Sent Dec 26, 2012 @ 6:00 PM	📧
Partnership with LiveWell Greenville	Sent Dec 26, 2012 @ 6:00 PM	📧
Public Meeting Next Tuesday!	Sent Dec 26, 2012 @ 6:00 PM	📧
Transit Alternatives Public Meeting	Sent Dec 26, 2012 @ 6:00 PM	📧

Marquee Background (Step 2)
Upload Your Own Image, Custom, City, City-Park, Homes, Park, Town, Urban



Client Reporting Interface

Put Your Community's Ideas to Use

MindMixer was conceived by planners, so we know how important it is to measure, report and visualize your engagement data in a usable and meaningful way. Analyze interactions based on participants' age, location, and other attributes and incorporate the most popular and impactful ideas into your final plan. Share the results of your engagement project with the rest of your team with easy-to-download reports.





Make your community better, together.

Connect with a MindMixer representative to learn how by visiting www.mindmixer.com/tour/#signup.

City of Mission	Item Number:	6d.
ACTION ITEM SUMMARY	Date:	November 26, 2014
COMMUNITY DEVELOPMENT	From:	Christy Humerickhouse

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

RE: Parks and Recreation Master Plan

RECOMMENDATION: Authorize a contract with Confluence to develop a Parks and Recreation Master Plan for the City of Mission for a fee not to exceed \$54,600, plus reimbursable expenses.

DETAILS: The purpose of a Parks and Recreation Master Plan is to serve as a planning document to guide the City in resource allocation and decision-making related to the delivery of parks and recreation services for the next 5-10 years. The Master Plan will provide recommendations on how to maintain and enhance our parks, recreation facilities, and programs to meet public needs and expectations.

In September, the City distributed a Request for Proposals, seeking qualified firms to develop a Parks and Recreation Master Plan. The RFP outlined that the final scope of services may include, but shall not be limited to:

- Needs Assessment - that will study the current parks system and recreation facilities, existing demographics, projected demographics and public input to determine how well existing facilities address the community's current and future needs.
- Recommendation of Modifications - for improvements and additions to parks and facilities to meet current and future needs.
- Financial Implementation - a review of revenue sources and financing strategies connecting the parks and recreation facilities to the City's 5-Year Community Investment Program (CIP).

A total of four responses to the RFP were received. The firms were interviewed by a selection committee which included; Pat Quinn, Mark Raduziner, Laura Smith, Christy Humerickhouse and Jeremiah Salazar. The teams were evaluated on the following:

- Qualifications and experience
- Project team organization and capabilities
- Project approach and community involvement
- Schedule/time line
- Overall responsiveness to the RFP

The interview team had a lengthy discussion on the pros and cons of each firm, their strengths and weaknesses, previous working relationships, and previous projects comparable

Related Statute/City Ordinance:	
Line Item Code/Description:	Parks & Recreation Sales Tax Fund
Available Budget:	\$70,000

City of Mission	Item Number:	6d.
ACTION ITEM SUMMARY	Date:	November 26, 2014
COMMUNITY DEVELOPMENT	From:	Christy Humerickhouse

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

in size to ours. At the conclusion of the process, the interview committee unanimously scored Confluence as the best firm to lead the City through this process. A copy of the the information they provided in their interview summary is included in the packet for your information. The Confluence team's proposal originally included a survey component, which was to be sub-contracted with ETC. Based on other survey needs the City anticipates, and had budgeted for in 2015, the survey was pulled from the Master Plan proposal and will be presented as a stand-alone agenda item (Item #3 on the agenda).

Funds were budgeted in the amount of \$70,000 from the Parks & Recreation Sales Tax fund to complete the Master Plan. The Confluence proposal totals \$54,600 with \$2,500 estimated for reimbursable expenses. The survey component (originally \$10,000) has been reduced to \$6,000 as a result of separating it into a stand-alone contract. This brings the total estimated cost for the Parks and Recreation Master Plan to \$63,100, realizing a savings of \$6,900 from the original budget.

Related Statute/City Ordinance:	
Line Item Code/Description:	Parks & Recreation Sales Tax Fund
Available Budget:	\$70,000

Interview Summary

**PARKS AND RECREATION MASTER PLANNING SERVICES
CITY OF MISSION, KANSAS**

November 10, 2014



CONFLUENCE

In association with
Ballard*King ETC Institute

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2. PROJECT UNDERSTANDING
3. WORK PROGRAM + TIMELINE
4. DEMOGRAPHIC OVERVIEW

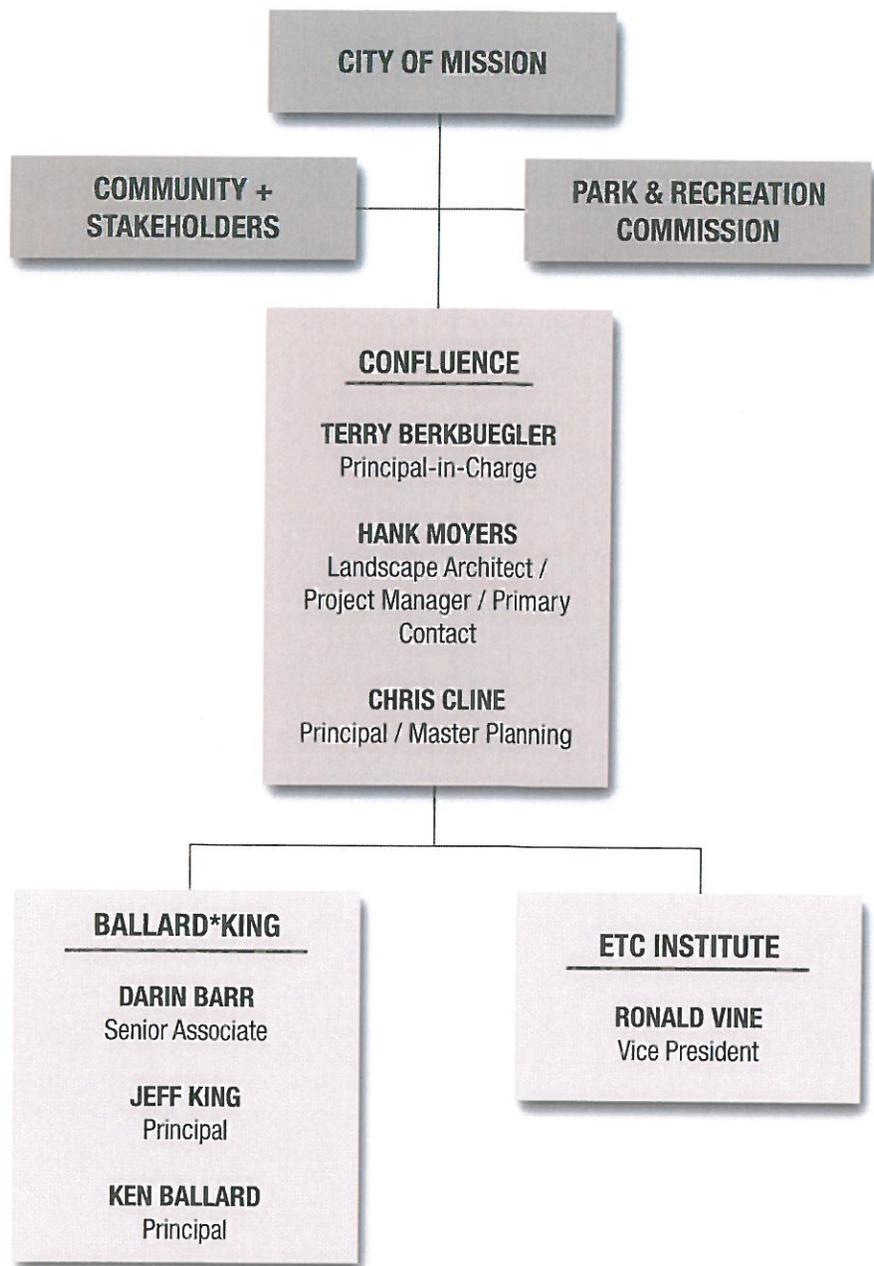
1. PROPOSED TEAM

You receive a stellar team of individuals who will work with you and all stakeholders to develop a successful parks and recreation master plan for the City of Mission.

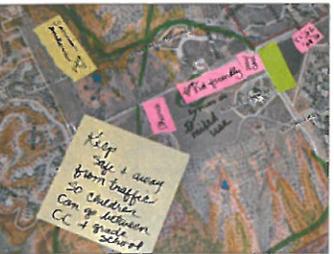
We have assembled a unique team of project partners with national expertise and local insight. Combined, our unmatched capabilities allow us to deliver a comprehensive plan based in solid community input and our own expertise that allows the City of Mission to make thoughtful quality of life decisions.

TEAM ORGANIZATION

The Confluence team is led by Terry Berkbuegler and supported by Hank Moyers and Chris Cline. With the support of Jeff King and Ken Ballard, Darin Barr of Ballard*King will lead in the park system assessment, needs analysis planning and financial planning aspects of the project. Ron Vine of ETC Institute will perform a statistically-valid community survey. We have included resumes on the following pages indicating each team member's respective qualifications.



2. PROJECT UNDERSTANDING



You are assured a proven master planning approach that includes a successful public involvement process, comprehensive inventory of assets, demographic and current planning standards and delivers a thorough implementation strategy.

The City of Mission is seeking to determine how to best meet the future park needs of its citizens through enhancements to existing parks and recreation services. The planning process will result in a plan that identifies parks and recreational needs for the City of Mission, policy approaches to achieve overall goals and a likely capital program for park enhancements. The Confluence team will provide services that achieve a comprehensive parks program that includes an analysis of existing conditions, recommendations for enhancements, review of existing policy direction, recommendations about potential policy changes, public involvement and other services.

STRATEGIES

1. Engage the local community leadership and stakeholder groups in meaningful public input opportunities in order to identify the vision and needs of the plan.
2. Research and analyze current parks and lands conditions in the City of Mission, including a review of complimentary sites and services in both the public and private sectors.
3. Identify reliable opportunities to enhance and leverage the financial resources of the City in providing park and recreation facilities and services.
4. Identify the opportunities to position the City as a leader in both financial and environmental sustainability in the provision of public services and facilities.
5. Coordinate the development of recommendations from multiple areas of research and analysis, community input and priorities, industry best practices, and sustainability principles.
6. Preserve and enhance the value of being a resident, business owner, and/or visitor to Mission.

DESIRED OUTCOMES

The desired outcomes of the City of Mission that the Confluence team anticipates for this project include, but are not limited to, the following critical issues:

1. Sustainably grow the best practices and quality of services of the City.
2. Serve the needs of existing and new residents.
3. Tie together all of the quality of life attributes that make Mission what it is today.
4. Position the City to qualify for enhanced partnerships and funding opportunities with organizations and entities in both the public and private sectors.
5. Enhance the reputation of the City of Mission regionally and state-wide as a leader in quality parks, recreation facilities and services.

3. WORK PROGRAM + TIMELINE



NEEDS ASSESSMENT

- Project Management & Community / Stakeholder Input
- Community Profile
- Parks, Facilities and Program Needs Analysis
- Park Classification and Facility Standards
- Program and Services Inventory and Assessment
- Prioritized Facility and Program Needs Assessment
- Financial Analysis and Funding and Review Strategies

RECOMMENDATIONS

- Develop Vision, Mission and Goals / Objectives
- Operational Analysis
- Capital Improvement Plan

IMPLEMENTATION

- Funding and Revenue Strategies
- Implementation Plan
- Draft Report, City Briefings and Final Master Plan Preparation and Production



VISION / MISSION / GOALS WORKSHOP
 OPERATIONAL ANALYSIS WORKSHOP
 CAPITAL IMPROVEMENT PLAN



KEY STAKEHOLDER/COMMUNITY INTERACTION

(Additional meetings with other constituents and the general public will be coordinated with the City in order to understand the desired and appropriate breadth of community engagement.)

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MASTER AGREEMENT FOR DESIGN SERVICES

THIS AGREEMENT is entered into between The City of Mission, Kansas (Owner) and Brian Clark & Associates, Inc. d/b/a CONFLUENCE (CONFLUENCE), for the following reasons:

1. Develop a Parks & Recreation Master Plan for the City of Mission Parks & Recreation Department (the Project); and,
2. Owner requires certain design services in connection with the Project (the Services); and,
3. CONFLUENCE is prepared to provide the Services.

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____.

ARTICLE 2 - TASK ORDERS

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

ARTICLE 3 - SCOPE OF SERVICES

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

ARTICLE 4 - SCHEDULE

CONFLUENCE shall exercise its reasonable efforts to perform those Services within the time frame set forth in Article 3 (Schedule) of each Task Order.

ARTICLE 5 - PAYMENT

Client shall be invoiced as professional services are completed and reported at CONFLUENCE's option, either monthly or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay CONFLUENCE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. CONFLUENCE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein CONFLUENCE waives any rights to a mechanics' lien, or any provision conditioning CONFLUENCE's right to receive payment for its professional services upon payment to Client by any third party. These General Conditions are notice, where required, that CONFLUENCE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of CONFLUENCE from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time.

ARTICLE 6 - LATE PAYMENTS

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

ARTICLE 7 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Section D (Owner's Responsibilities), of each Task Order. In addition, Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE:

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

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND LIABILITY

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

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

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of CONFLUENCE and its subconsultants to Owner for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by CONFLUENCE for Task Orders completed under this Agreement.

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

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

ARTICLE 10 - INSURANCE

Page | 2

CONFLUENCE shall keep and maintain its current insurance policies, including professional liability insurance and comprehensive general liability insurance, for the duration of the project. If Client desires additional insurance, CONFLUENCE shall use its best efforts to obtain the additional insurance, but Client shall reimburse CONFLUENCE for any additional premium or other related costs that CONFLUENCE thereby incurs. Client will use its best efforts to ensure that the construction contractor(s) name CONFLUENCE as an additional insured on their comprehensive general liability insurance policies and agree to indemnify Client and CONFLUENCE in language reasonably satisfactory to both Client and CONFLUENCE.

CONFLUENCE shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall require all Project contractors to include Owner and CONFLUENCE as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both Owner and CONFLUENCE, each to the same extent.

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Because CONFLUENCE has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONFLUENCE's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a professional. CONFLUENCE does not guarantee that proposals, bids, or actual Project costs will not vary from CONFLUENCE's cost estimates or that actual schedules will not vary from CONFLUENCE's projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 15 - TERMINATION AND SUSPENSION

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

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to CONFLUENCE. CONFLUENCE shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay CONFLUENCE for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to CONFLUENCE's compensation and the Project schedule.

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

ARTICLE 16 - DELAY IN PERFORMANCE

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

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

ARTICLE 17 - NOTICES

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

Owner's Project Manager:
Christy Humerickhouse
6200 Martway Street
Mission, Kansas 66202

CONFLUENCE:

Terry Berkbuegler
417 Delaware
Kansas City, Missouri 64105

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

ARTICLE 18 - DISPUTES

In the event of a dispute between Owner and CONFLUENCE arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

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

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 20 - WAIVER

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

ARTICLE 21 - SEVERABILITY

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

ARTICLE 22 - INTEGRATION

This Agreement, including Exhibit "A" (incorporated by this reference), and subsequently issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between Owner and CONFLUENCE. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

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

ARTICLE 24 - ASSIGNMENT

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

ARTICLE 25 - NO THIRD PARTY RIGHTS

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

ARTICLE 26 - GOVERNING LAW

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

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

City of Mission, Kansas
(Owner)

Brian Clark & Associates, Inc. d/b/a CONFLUENCE
(CONFLUENCE)

By: _____
Steve Schowengerdt

By: _____
Terry Berkbuegler

Title: Mayor

Title: Principal / Vice President

Date: _____

Date: _____

TASK ORDER NO. 1

This Task Order is made as of this _____ day of **December, 2014**, under the terms and conditions established in the MASTER AGREEMENT FOR DESIGN SERVICES, dated _____ (the Agreement), between City of Mission, Kansas (Owner) and Brian Clark & Associates, Inc. d/b/a CONFLUENCE (CONFLUENCE). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

The following Scope of Services and related proposed professional fees are based on our understanding of the project and the Owner's expected engagement level and desired timeline. It is our understanding that the scope of work for Task Order 1 will include assessing the current condition and operations of the Mission Parks and Recreation system and facilities, developing recommendations for future system improvements and preparing a study of the Sylvester Powell, Jr. Community Center.

ARTICLE 1 – THE PLANNING TEAM

CONFLUENCE will subcontract with Ballard King & Associates, Ltd. in order to provide the Owner with the comprehensive scope of services outlined in Article 2 – Scope of Services.

ARTICLE 2 – SCOPE OF SERVICES

PART 1 – NEEDS ASSESSMENT

TASK 1: PROJECT MANAGEMENT & COMMUNITY / STAKEHOLDER INPUT

The foundation of this project will be based in community and stakeholder input. CONFLUENCE will utilize innovative and cost effective methods to maximize the public participation in the development of the Plan. Specific tasks include:

- **Project Management:** We will facilitate a kick-off meeting with City Staff to confirm project goals, objectives, and expectations that will help guide actions and decisions. Detailed steps of this task include:
 - Confirmation: The project goals, objectives, scope, and a detailed schedule will be confirmed.
 - Outcome Expectations: Discuss expectations of the completed project.
 - Communications with Steering Committee: Confirmation on points of contact, level of involvement by City staff and local leaders, and other related project management details. Expectations, lines of communication and role of the Steering Committee will be identified.
 - Data Collection: CONFLUENCE will collect, log, and review key data and information to facilitate a thorough understanding of the project background, as well as the history of the City and the area. We will research and identify plans and studies that precede this effort.
 - Documentation: CONFLUENCE will document all project meetings and will be in close and constant contact with your designated project coordinator throughout the performance of the project.
- **Key Leadership / Focus Group Interviews:** CONFLUENCE will perform focus group interviews in the community to evaluate their vision for parks and recreation in the City. The members of focus group meetings and key leadership interviews will be determined with staff and consultant team input. During these interviews/focus groups, CONFLUENCE will gain an understanding of the community values, as well as determine the priority for recreation facilities and programming, parks, trails and open space development needs of the City of Mission. These interviews will be scheduled over the course of a day and will be conducted at a facility in Mission to be provided by the Owner.
- **Public Forums:** Public forums will serve to present information and gather feedback from citizens at large. It is important to have initial meetings early in the process and a follow-up meeting during the final plan development process. We propose to conduct a total of three public forums:
 - One initial public forum to introduce the project, define project goals and gain input for the community's vision and core values for the City's parks and recreation system.
 - One to present initial recommendations.
 - One as a final briefing and input opportunity on the draft plan.
- **Statistically-Valid Needs Analysis Household Survey:** It is our understanding that ETC Institute will be contracted directly with the Owner to conduct a statistically valid survey of households. We will work closely with ETC and the Owner to develop the survey and fully utilize the findings to guide the master planning process.

TASK 2: COMMUNITY PROFILE

Benchmarking + Comparative Analysis: A benchmark analysis will compare the City of Mission to five other similar communities (similar

structure and responsibilities). CONFLUENCE will work with the City to identify key metrics to be surveyed and analyzed, which will include parks, park facilities, recreation facilities, recreation programs and services, revenues to expenditures, pricing policies and staffing levels.

TASK 3: PARKS, FACILITIES AND PROGRAM NEEDS ANALYSIS

Parks and Recreation Facilities Inventory and Assessment: CONFLUENCE will provide an electronic form for City staff to use in completing acreage and facility inventory of park property and facility/amenity inventory. We will collect the park and facility inventory from the City which will be used to create a base map and a database. A park and facility tour will be performed with City staff to confirm and modify any additional inventory information. This will also involve a Supply Analysis to identify existing services offered by other public and private providers of parks and recreation services and facilities provided across the community. The assessment will consist of the following:

- **Data Collection:** We will assemble maps and site plans for all existing parks and recreation facilities as available from the City. Base maps will be utilized to inventory existing facilities and develop existing conditions reports. Site visits will be conducted at each facility in order to confirm base map information. Base mapping will be supplemented with photographic inventories of all park facilities.
- **Facility Conditions Evaluations:** Based on developed base maps and site reconnaissance we will prepare conditions evaluations of all parks and recreation facilities defining items such as athletic field quantity and conditions, support facilities / structures, playgrounds, trails, and other park system assets.
- **Future Expansion:** With input from the City we will help to identify potential park facility expansion sites around the City. Potential sites will be considered based on location to service needs, size, and capacity to accommodate the needed facilities, and potential acquisition cost and timing. While detailed site plans are not needed at this time, we will develop high level concept layouts to ascertain park facility "fit" on potential expansion sites in order to allow the City to make informed decisions regarding system expansion.

Proposed improvements and upgrades will be considered for existing facilities based on user interest surveys, facility conditions inventories, and level of service standards. Capital costs for facility upgrades and new facilities will be developed based on past project cost comparisons for utilization in long term capital budget planning and phasing strategy.

The findings from this review will be documented in a prepared data collection form. Analysis will be performed from this review, and incorporated into the Needs Assessment Summary Report.

TASK 4: PARK CLASSIFICATION AND FACILITY STANDARDS

We will work with the City to review and confirm, modify or add to existing park classifications, and preferred facility standards for all park sites, trails, open space amenities and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required.

TASK 5: PROGRAM AND SERVICES INVENTORY AND ASSESSMENT

CONFLUENCE will perform an inventory and assessment of the parks and recreation programs and services provided by the City of Mission. Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the City aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings.

The process includes analysis of age segment distribution, lifecycle analysis, core program analysis and development, similar provider analysis/duplication of services, market position and marketing analysis, review of program development process, and backstage support or service systems and agency support needed to deliver excellent service.

The outcome is to develop a comprehensive approach towards recreation offerings that prioritizes meeting unmet needs with a focus on sustainable service delivery.

TASK 6: PRIORITIZED FACILITY AND PROGRAM NEEDS ASSESSMENT

CONFLUENCE will synthesize the findings from the community input, survey results, standards, park and facility assessment and the recreation services assessment into a quantified priority facility and program needs analysis. This priority listing will be compared against gaps or surplus in recreation services, parks, facilities and amenities. This will list and prioritize facility, infrastructure, amenities, and program needs for the parks and recreation system and provide guidance for the Capital Improvement Plan. The analysis will include future park improvements, recreation facilities, open spaces and trail needs based on community input, as well as state and national user figures and trends. We will conduct a work session with staff to review the findings and make revisions as necessary.

TASK 7: FINANCIAL ANALYSIS AND FUNDING AND REVIEW STRATEGIES

CONFLUENCE will perform analysis to document the financial situation of the Department. The financial analysis will look at the budget, pricing policy, user fees, current and other revenue generating opportunities, grant opportunities, and the revenue forecast. This analysis will identify the financial situation of the Department with three primary goals:

- Understand the financial dynamics to further advance the understanding of operations gained through the work described above
- Review funding and accounting practices with an objective of accurate financial fund tracking and the ability of the Department to have more useful financial information for strategic decision-making
- Seek opportunities to improve the financial sustainability of the Department including evaluating expenditures and increasing current and new sources of revenue

- We will develop funding strategies based on our review and analysis of the facilities and experience with other communities around the region and country.

PART 2 – RECOMMENDATIONS

The Plan will be framed and prepared through a series of workshops with City staff. The overall vision and mission statements will be affirmed or modified, and direction for the City will be established along with individual action strategies that were identified from all the research work completed. Key recommendations and tactics that support each action strategy to its fullest outcome will be outlined in a strategy matrix with priorities, timelines, measurement, and teams within the City or external partners to focus on during the next 5-10 years.

TASK 1: DEVELOP VISION, MISSION AND GOALS / OBJECTIVES

The supporting vision and mission statements will be affirmed or developed with senior City staff in a work session. Following this effort, goals/objectives and policies will be established and prioritized. A status briefing will be presented to gain input and consensus on direction. The Strategy Matrix will serve as the detailed action plan and implementation tool with goals, objectives, strategies, actions, priorities/timelines, and teams. This will be reviewed with City staff in a work session.

TASK 2: OPERATIONAL ANALYSIS

We will perform an analysis of the current practices of the Parks and Recreation Department to evaluate its operational situation. This analysis will identify future Department organization and staffing needs, improved operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication opportunities.

From the exiting analyses and findings, CONFLUENCE will develop recommended mandates under which the City can manage and direct services. Additionally, we will utilize criteria that are collaboratively determined for classifying and organizing services and functions of the agency into three categories (a) core essential, (b) important and (c) value added services. This will also include recommendations for management and performance measures for each function based upon how they are classified. This process requires an interactive work session facilitated by CONFLUENCE to build understanding and advocacy behind these decisions among key staff and project leaders.

TASK 3: CAPITAL IMPROVEMENT PLAN

The culmination of these tasks will result in a prioritized plan providing guidelines to the City for investing and developing parks and facilities. This capital improvement plan will reflect community needs identified in the public input process, household survey, demographics, prioritized facility and program needs analysis, and physical analysis. The plan will also take into account environmental stewardship and operational sustainability in developing options and cost estimates. The plan will present budgetary capital costs, priorities, and funding strategies including partnership and revenue generation opportunities for capital and operational funding for a 10-year period.

PART 3 – IMPLEMENTATION

TASK 1: FUNDING AND REVENUE STRATEGIES

We will identify numerous funding strategies and options that can be applied to the Plan based on the community values. The funding strategies to be evaluated for recommendations will include at a minimum:

- Fees and charges options and recommendations.
- Endowments/Non-profits opportunities for supporting operational and capital costs.
- Sponsorships to support programs, events, and facilities.
- Partnerships with public/public partners, public/not-for-profit partners and public/private partnerships.
- Dedicated funding sources to support land acquisition and capital improvements.
- Development agreements to support park acquisition, open space and park and facility development.
- Earned Income options to support operational costs.
- Land or facility leases to support operational and capital costs.
- Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timelines.

TASK 2: IMPLEMENTATION PLAN

An action plan will be completed with supporting strategies, actions, responsibilities, and priorities/timelines and cost estimates. This will be reviewed with senior City staff in a half-day workshop.

TASK 3: DRAFT REPORT, CITY BRIEFINGS AND FINAL MASTER PLAN PREPARATION AND PRODUCTION

CONFLUENCE will prepare a draft Plan with strategies taking into account all analyses performed and consider the fiscal and operational impacts to the City. We will work with the City to complete the plan adoption through the formal local legislative process. Once the draft Master Plan is approved, CONFLUENCE will prepare a final summary report and present to the City and Staff. Final format and quantities of documents will be defined with staff input.

ARTICLE 3 – ADDITIONAL SERVICES

CONFLUENCE, at the request of the Owner, may perform additional services related to the project including but not limited to the list of

services provided below. These and other additional services will be performed by CONFLUENCE as mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

- **ADDITIONAL FORMAL PRESENTATIONS DESIGN ASSIGNMENTS** – CONFLUENCE is available to attend additional formal presentations to City governing bodies, civic organizations, etc. and perform additional design tasks not included in this Task Order at the direction of the Owner. All additional meetings and design assignments will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
- **PARK DESIGN** – Conceptual Plan and Design of future park facilities in response to plan recommendations.
- **PUBLIC INPUT FACILITATION** – Facilitation of additional public meetings and/or coordination of a broader public outreach effort related to the City's other concurrent planning initiatives.

ARTICLE 4 – SCHEDULE

CONFLUENCE will begin services upon receipt of a signed agreement from the Owner and will execute the scope of services according to the following proposed schedule. Both parties understand that CONFLUENCE cannot be responsible for delays that may result from committee member availability to meet at the proposed times. The Owner and CONFLUENCE agree to amend the project schedule if necessary to accommodate unplanned delays in review by the Owner and/or any other extenuating circumstances that are beyond the control of CONFLUENCE.

Part 1 – Needs Assessment (3 Months, January-March 2015)

Steering Committee Meeting #1 – Late January
Special Interest Group Interviews – Mid February
Steering Committee Meeting #2 – Mid February
Public Forum #1 – Mid February
Steering Committee Meeting #3 – End of March/Early April

Part 2 – Recommendations (2 Months, April-May 2015)

Staff Workshop #1 (Operational Analysis) – Mid April
Staff Workshop #2 (Review O+M Plan/CIP) – Mid May
Steering Committee Meeting #4 – Mid May
Public Forum #2 – End of May/Early June

Part 3 – Implementation (2-4 Months, June-September 2015)

Steering Committee Meeting #5 – Mid July
Public Forum #3 – Mid August
Park Board, Planning Commission, City Council Meetings - TBD

ARTICLE 5 – FEES AND EXPENSES

- We propose to perform the services described in Article 2: Scope of Services: Part One – Needs Assessment, on a Lump Sum basis. The Lump Sum is Eleven Thousand Eight Hundred Fifty Dollars (\$12,350).
- We propose to perform the services described in Article 2: Scope of Services: Part Two – Recommendations, on a Lump Sum basis. The Lump Sum is Eighteen Thousand Four Hundred Fifty Dollars (\$20,280).
- We propose to perform the services described in Article 2: Scope of Services: Part Three – Implementation, on a Lump Sum basis. The Lump Sum is Twenty One Thousand Six Hundred Dollars (\$21,970).
- **Total Design Fee Amount: Fifty One Thousand Nine Hundred Dollars (\$54,600).**
- Reimbursable expenses, including travel, long-distance telephone, and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule.

Estimated Reimbursable Expenses = Two Thousand Five Dollars (\$2,500).

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

ADDITIONAL SERVICES FEES

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

BILLING SCHEDULE

City of Mission	Item Number:	6e.
ACTION ITEM SUMMARY	Date:	December 5, 2014
COMMUNITY DEVELOPMENT	From:	Laura Smith

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

RE: ETC 2015 Survey Services

RECOMMENDATION: Authorize two contracts with ETC Institute for design and administration of a Direction Finder Survey and a survey associated with the Parks and Recreation Master Plan and Comprehensive Plan Updates for 2015 for total fees not to exceed \$27,000.

DETAILS: ETC Institute, Inc. has worked with hundreds of municipalities to assess citizen satisfaction through the Direction Finder survey. In addition to conducting the Direction Finder Survey for Mission in 2007 and 2011, ETC Institute has also worked with cities such as Merriam, Olathe, Overland Park, Kansas City, MO, Shawnee and Kansas City, KS. The Direction Finder survey is used to assess citizen satisfaction with municipal services, as well as to benchmark our services regionally and nationally.

The City has updated the Direction Finder survey every four years, and funds are included in the 2015 budget to accomplish this task. As staff was working on the scope of services for the visioning/Comprehensive Plan update and the Parks and Recreation Master Plan, we realized there was the potential to combine some surveying efforts to realize some savings. More importantly, it allows for two surveys, providing an opportunity to test assumptions or results generated in the first round of surveying.

ETC Institute will mail approximately 1200-1300 surveys with a guaranteed response of 400 surveys. Survey questions will be developed in consultation with the City Council, and the project teams assembled for the Comprehensive Plan Update and Parks and Recreation Master Plan.

The ETC Institute's Scope of Services for the two survey processes are included in the packet. The project costs would be funded as follows: \$15,000 from General Fund, \$6,000 from the Parks & Recreation Sales Tax Fund (Parks Master Plan portion) and \$6,000 from the Community Development Department Budget (Comp Plan portion).

Related Statute/City Ordinance:	
Line Item Code/Description:	General Fund and Parks & Recreation Sales Tax Fund
Available Budget:	\$27,000

Contract for Services and Scope of Work

Between ETC Institute and the City of Mission, Kansas

ARTICLE I: SCOPE OF SERVICES

1. **Overview of Services to Be Performed.** ETC Institute will design and administer a citizen survey for Mission, Kansas. The survey will contain questions similar to the previous Direction Finder survey and additional questions related to the City's Comprehensive Plan update and the Parks and Recreation Master Planning efforts. Timing for the survey will be finalized in consultation with City staff and the other consultant teams engaged in the planning efforts.

2. **Maximum fixed fee.** The total fee for the project is \$15,000. This includes designing and administering the statistically valid survey by mail, phone and internet, cross-tabs, geocoding of the data, benchmarking and trends analysis from the 2011 survey results, and an importance/satisfaction analysis.

3. **ETC Institute's responsibilities.** The tasks that will be performed by ETC Institute as part of this agreement include the following:
 - A. Finalizing the methodology for administering the survey based on input from the City
 - B. Designing a survey instrument that is up to 20 minutes in length (7 pages)
 - C. Selecting a random sample of households to be surveyed (resulting in 400 completed surveys inside the City limits of Mission)
 - D. Setting up the database
 - E. Conducting a pretest of the survey instrument
 - F. Completing 400 surveys by a combination of mail, phone, and web
 - G. Conducting data entry and quality control review for all completed surveys
 - H. Providing complete printouts of the data

- I. Conducting benchmarking analysis that shows how the results for Mission compare to other national, Kansas and Missouri communities
 - J. Conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with city and county services
 - K. Conducting a trends analysis from the 2011 survey results
 - L. Completing a final report that will include an executive summary, charts and graphs, benchmarking analysis of how the City compares nationally and to other Kansas and Missouri communities, importance-satisfaction analysis, trends analysis, crosstabs, tables showing the results to all questions on the survey, GIS mapping, and a copy of the survey instrument
 - M. Making an on-site presentation of the survey results to the City
4. Responsibilities for the City of Mission will include the following:
- A. approving the survey instrument
 - B. providing a cover letter for the mail version of the survey
 - C. identifying requests for sub analysis of the data as appropriate

ARTICLE II: PAYMENT FOR SERVICES

1. Invoices will be submitted upon completion of tasks as follows:

Invoice #1: 1st Draft of the Survey Submitted (\$3,000)

Invoice #2: Final Survey Approved by the City (\$2,000)

Invoice #3: Survey Printing and Mailing Complete (\$5,000)

Invoice #4: Survey Administration Complete and Draft Report Submitted (\$4,000)

Invoice #5: Final Report Delivered and Presentation of the Results (\$1,000)

ARTICLE III: MISCELLANEOUS PROVISIONS

1. **Change in Scope.** The Scope of Services for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.

2. **Termination of Contract.** This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the contract is terminated by the City, the City shall reimburse ETC Institute for the full value of any tasks that have been initiated, up to the total amount of the next scheduled invoice.

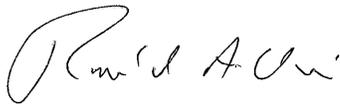
3. **Rights to Use the Data.** ETC Institute has the right to use the data as a component of ETC Institute's DirectionFinder® benchmarks, but ETC Institute will not release specific results for the City of Mission without written approval from the City.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers.

Laura Smith, City Administrator

Date _____

Ronald A. Vine, ETC Institute, Senior Vice President



Date December 1, 2014

Contract for Services and Scope of Work

Between ETC Institute and the City of Mission, Kansas

ARTICLE I: SCOPE OF SERVICES

1. **Overview of Services to Be Performed.** ETC Institute will design and administer a citizen survey for Mission, Kansas. The survey will be conducted in association with the parks and recreation master plan and include questions to seamlessly integrate into the planning effort. The survey will also contain questions that drill on issues of major priority for the comprehensive plan update process that the City is conducting. Timing for the survey will be finalized in consultation with City staff and the other consultant teams engaged in the planning efforts.
2. **Maximum fixed fee.** The total fee for the project is \$12,000. This includes designing and administering the statistically valid survey by mail, phone and internet, cross-tabs, geocoding of the data, benchmarking for parks and recreation services, and importance/unmet needs analysis.
3. **ETC Institute's responsibilities.** The tasks that will be performed by ETC Institute as part of this agreement include the following:
 - A. Finalizing the methodology for administering the survey based on input from the City and master planning team.
 - B. Designing a survey instrument that is up to 20 minutes in length (7 pages)
 - C. Selecting a random sample of households to be surveyed (resulting in 400 completed surveys inside the City limits of Mission)
 - D. Setting up the database
 - E. Conducting a pretest of the survey instrument
 - F. Completing 400 surveys by a combination of mail, phone, and web
 - G. Conducting data entry and quality control review for all completed surveys
 - H. Providing complete printouts of the data

- I. Conducting benchmarking analysis that shows how the results for Mission compare to national, Kansas and Missouri communities
 - J. Conducting importance-unmet needs analysis to identify the types of improvements that will have the most impact on current and future parks and recreation services
 - K. Completing a final report that will include an executive summary, charts and graphs, benchmarking analysis of how the City compares nationally and to other Kansas and Missouri communities, importance-unmet needs analysis, crosstabs, tables showing the results to all questions on the survey, GIS mapping, and a copy of the survey instrument
 - L. Making an on-site presentation of the survey results to the City
4. Responsibilities for the City of Mission will include the following:
- A. approving the survey instrument
 - B. providing a cover letter for the mail version of the survey
 - C. identifying requests for sub analysis of the data as appropriate

ARTICLE II: PAYMENT FOR SERVICES

1. Invoices will be submitted upon completion of tasks as follows:

Invoice #1: 1st Draft of the Survey Submitted (\$3,000)

Invoice #2: Final Survey Approved by the City (\$2,000)

Invoice #3: Survey Printing and Mailing Complete (\$4,000)

Invoice #4: Survey Administration Complete and Draft Report Submitted (\$2,000)

Invoice #5: Final Report Delivered and Presentation of the Results (\$1,000)

ARTICLE III: MISCELLANEOUS PROVISIONS

1. **Change in Scope.** The Scope of Services for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.

2. **Termination of Contract.** This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the contract is terminated by the City, the City shall reimburse ETC Institute for the full value of any tasks that have been initiated, up to the total amount of the next scheduled invoice.

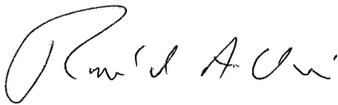
3. **Rights to Use the Data.** ETC Institute has the right to use the data as a component of ETC Institute's DirectionFinder® benchmarks, but ETC Institute will not release specific results for the City of Mission without written approval from the City.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers.

Laura Smith, City Administrator

Date _____

Ronald A. Vine, ETC Institute, Senior Vice President



Date December 1, 2014

City of Mission	Item Number:	6f.
ACTION ITEM SUMMARY	Date:	12/5/2014
Community Development Department	From:	Martin Rivarola

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

RE: Interlocal Agreement - Mission/Roeland Park Site Development

RECOMMENDATION: Approve the Interlocal Agreement with the City of Roeland Park to jointly explore redevelopment options for land located at the northeast corner of Johnson Drive and Roe Boulevard.

DETAILS: At the Community Development Committee's June 27 meeting, the Committee directed staff to pursue a joint process with the City of Roeland Park that would assemble parcels, create a development vision, and pursue private development of the land located at the northeast corner of Johnson Drive and Roe Boulevard.

A joint committee was convened and has recommended approval of the attached Interlocal Agreement. Mission representatives on the committee are: Councilmembers Amy Miller and Steven Lucas, and Planning Commissioner Brad Davidson, supported by City Staff. The agreement provides a process that can allow both cities to eliminate obstacles to development of the site, as well as to develop a mechanism to share tax revenue generated by future development.



The agreement provides that the City of Mission will administer and manage the project on behalf of both cities. Given a combined billing rate of \$75 per hour, total project costs are estimated at approximately \$19,500. Each City will cover 30% of the total estimated costs, and the City of Roeland Park will pay the City of Mission 40% of the remaining estimated costs, in an amount of \$7,800. Project administration costs will be made in eight monthly installments (\$975.00) beginning January 31, 2015. Roeland Park will also reimburse the City of Mission (invoiced quarterly) for 70% of any material and supply costs. Once the agreement is approved staff anticipates the project progressing on the following timeline:

Phase II: January - April 2015

Visioning: Develop and adopt consensus on a vision for the site with planning commissions and councils

Phase III: May - July 2015

Implementation: Acquire KDOT ROW; Issue RFP and Select Developer

Phase IV: August (as necessary) - 2015

Negotiations with Developer for Sale of Land; (Re) Zoning

This timeline is an aggressive which attempts to complete the process prior to the end of 2015. Additional time may be needed because of the number of external participants involved in this process (KDOT, prospective developer(s), utility companies). Roeland Park City Council will be reviewing/considering this agreement at their Committee of the Whole on December 8th, and tentatively at the full City Council meeting on December 15th.

Note: After Mission's Community Development Committee meeting of December 10th, Roeland Park's Mayor & Staff requested an additional revision to the amendment, Paragraph #2. The request was to further amend the membership of the Steering Committee to include not more than two members of the Governing Body, instead of not more than two members of the City Council. Attached find the agreement with this included revision.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	N/A
Available Budget:	\$13,500 - In-kind (Time) contribution by Mission City Staff

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSION, KANSAS AND THE CITY OF ROELAND PARK, KANSAS (“THE CITIES”) TO EXPLORE DEVELOPMENT OPTIONS FOR LAND AT THE NORTHEAST CORNER OF JOHNSON DRIVE AND ROE BLVD

Recitals

- A. Prior to 2003, the site at the northeast corner of Johnson Dr and Roe Ave was part of the Shawnee Mission Parkway/Johnson Dr/Roe Blvd interchange/off-ramp system. Upon completion of road improvements that reconfigured this intersection, surrounding parcels were conveyed to various parties.
- B. Parcels to the intersection’s northeast, the “Development Site”, are currently under the ownership of the City of Roeland Park. Extended Right of way (ROW) to the northeast of Johnson Drive and Roe Blvd remained part of KDOT’s ROW, but partially within the Cities of Roeland Park and Mission. Approximately 70% of the development site is within the City of Roeland Park and about 30% is within the City of Mission.
- C. Both Cities have expressed an interest in potentially pursuing private development of this land.
- D. Development at this location is a realistic and achievable proposition, although a number of challenges have to be addressed in order for this to become a reality.
- E. Some of these challenges include :
- The largest portion of the site is split between Roeland Park and Mission which requires complex coordination with both entities prior to sale and development of the site.
 - A large percentage of land is KDOT Right-of-Way, and would have to be vacated by KDOT to both Cities. There may also be a cost to the Cities or an eventual developer to acquire this land.
 - Utility relocations, drainage, restrictive covenants.
 - Proximity to existing owner occupied single family homes.
- F. The Cities have indicated an interest in pursuing a joint process whereby the Cities work together to 1) develop consensus on a development vision for the site; 2) pursue joint Request for Proposals and negotiated sale of land to a private interest; and, 3) manage the zoning entitlement and permitting process. This cooperative effort will ultimately benefit residents from both Cities.

Agreement - Terms (DRAFT)

1. Both Cities agree to strive for development concepts that derive economic benefits to both Cities that although not necessarily equal, are nonetheless proportional in magnitude and revenue. This could be accomplished by strategic placement of development, tax-sharing

agreements, or other methods.

2. A Steering Committee, made up of not more than two ~~City Councilmembers~~members of the Governing Body and ~~one~~two Planning Commissioner from each City, in conjunction with Staff from both Cities, will jointly make up a "Management Team" to guide this process. The role of the Management Team will be to identify options and make recommendations to the Governing Bodies of both Roeland Park and Mission.
3. City of Mission Staff will administer the project, in consultation with Roeland Park Staff. Project administration will include, but is not limited to: coordinating schedules, calling meetings, preparing for meetings/presentations, researching information requested by stakeholders, coordinating with KDOT, and RFP document preparation. Roeland Park and Mission City Staff estimate a total of 260 hours of Project Management in Phases 2 through 4. The Cities anticipate an estimated 70% of that time will be incurred by the City of Mission staff (182 hours) and 30% of that time will be incurred by the City of Roeland Park Staff (78 hours). See Exhibit A.
4. Given a combined billing rate of \$75 per hour, total project costs are estimated at approximately \$19,500. Each City will cover 30% of the total estimated costs, and the City of Roeland Park will pay the City of Mission 40% of the remaining estimated costs, in an amount of \$7,800. Project administration costs will be made in eight monthly installments (\$975.00) beginning January 31, 2015. The City of Roeland Park will also reimburse the City of Mission (invoiced quarterly) for 70% of any material and supply costs.
5. Roeland Park and Mission will keep an accounting of staff time and material costs spent on the project. Both cities reserve the right to request adjustments to scope of work and/or compensation if initial staff time estimates or scope of work varies significantly from Exhibit A.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

City of Mission

By: _____
Steve Schowengerdt, Mayor

ATTEST:

By: _____
Martha Sumrall, City Clerk

APPROVED AS TO FORM:

By: _____
Dave Martin, City Attorney

City of Roeland Park

By: _____
Joel Marquardt, Mayor

ATTEST:

By: _____
Kelly Bohon, City Clerk

APPROVED AS TO FORM:

By: _____
Neil R. Shortlidge, City Attorney

Exhibit A - Project Scope and Timeline

Phase 1: October ~ December 2014: Draft and Formalize Interlocal Agreement

- Select City Management Team and Development Process

Phase 2: January - April 2015: Develop consensus around development vision for site

- Steering Committee led, including “touch points” with City Council/Planning Commissions
 - Set definition of site development vision dictating future development goals. Develop joint City Council Resolution which dictates land use/planning and zoning goals for site.
- Develop consensus vision for site
 - Update on previous visioning and long term planning work and current conditions
 - What’s should drive development? What’s the end goal?
 - Tax base enhancement and revenue generation? (Sales and Property Tax, Land Sale)
 - Housing and/or employment options?
 - Lodging and/or entertainment, pedestrian friendly development and/or mixed use?
 - Green space retention and best practices stormwater management?
 - Proximity to single family housing?
 - Cost to assemble parcels
 - Assistance by MARC (Envision Tomorrow & Visualization Tools)
- Strategize on process to acquire excess KDOT ROW to consolidate parcels
- Strategize on Comprehensive Planning/Zoning/Building Permitting Process
- Formalize into Joint Resolution and present to City Councils for approval.
- Assumptions: Three (3) Steering Committee Meetings. Two (2) City Council/Planning Commission presentations.
- Total Phase 2: 40 hours.

Phase 3: May - July 2015: Pursue Development Project and Implement Vision

- Vacation of Right of Way to “Developable Right of Way”. (Both Mission and RP)
 - Initiate KDOT ROW Appraisal & ROW Acquisition Process
- Concurrent issuance of Joint City Request for Proposals (RFP)
- Steering Committee interview/selection of developer to pursue purchase and development.
- Assumptions: KDOT ROW Appraisal/Acquisition: Preparation, approval and issue of Request for Proposals (RFP): Interviews & Selection. Three (3) Steering Committee Meetings. Two (2) City Council/Planning Commission presentations.
- Total Phase 3: 120 hours.

Phase 4: August 2015 - (Open): Negotiate Sale Agreement with Developer

- Negotiate Agreement(s) with selected developer
- Pursue Zoning/Plan Review through both PC’s/CC’s: Comp Plan and Property Zoning Designation
- Once approvals are in place, sale of land to Developer
- Assumptions: Negotiate Agreements: 20 hours. Planning & Zoning: 60 hours. Sale of Land: 20 hours. One (1) Steering Committee Meeting. Four (4) City Council/Planning Commission presentations.
- Total Phase 4: 100 hours.

Post Development Coordination/Sale of Land

Initiate Plan Review/Building Permitting/Inspections per Interlocal Agreement