

**City of Mission
Regular Meeting Agenda
Wednesday, December 19, 2018
7:00 p.m.
Mission City Hall**

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

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ROLL CALL

1. PUBLIC HEARING

- 2018 Budget Amendment

2. SPECIAL PRESENTATIONS

- Recognition of Fire Wok Restaurant
- Recognition of Doug Gregg, AnswerPro Limited
- Police Department / Parks & Recreation Department Special Presentation
- Recognition of Brian Scott, Certified Public Manager

3. ISSUANCE OF NOTES AND BONDS

4. CONSENT AGENDA

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

CONSENT AGENDA - GENERAL

- 4a. [Minutes of the November 28, 2018 City Council Meeting](#) and
[Minutes of the December 12, 2018 Special City Council Meeting](#)

CONSENT AGENDA - Finance & Administration Committee

[Finance & Administration Committee Meeting Packet 12-12-18](#)
Finance & Administration Committee Meeting Minutes 12-12-18

- 4b. KERIT Renewal
- 4c. Personnel Policy & Guidelines Update
- 4d. Property / Casualty / General Liability Renewals
- 4e. 2019 IT Support Services Contract
- 4f. Alcohol Tax Fund Recommendations
- 4g. 2019 Budget Ordinance
- 4h. Ordinance Directing the City Administrator to Spend According to Budget

- 4i. 2019 CMB License Renewals

CONSENT AGENDA - Community Development Committee

[Community Development Committee Meeting Packet 12-12-18](#)

[Community Development Committee Meeting Minutes 12-12-18](#)

5. PUBLIC COMMENTS

6. ACTION ITEMS

Planning Commission

Miscellaneous

7. COMMITTEE REPORTS

Finance & Administration, Nick Schlossmacher

[Finance & Administration Committee Meeting Packet 12-12-18](#)

Finance & Administration Committee Meeting Minutes 12-12-18

- 7a. Non-discrimination Ordinance ([page 4](#))
7b. Resolution to Call Public Hearing on Establishing CID, Roeland Court Townhomes ([page 23](#))
7c. Contracts for Animal Control Services ([page 59](#))
7d. 2018 Budget Amendments ([page 110](#))

Community Development, Kristin Inman

[Community Development Committee Meeting Packet 12-12-18](#)

[Community Development Committee Meeting Minutes 12-12-18](#)

- 7e. SPJCC Rental Agreement, Mission Project ([page 113](#))

8. UNFINISHED BUSINESS

9. NEW BUSINESS

10. COMMENTS FROM THE CITY COUNCIL

11. MAYOR'S REPORT

Appointments

Planning Commission

- Stuart Braden, Ward I
- Frank Bruce, Ward III
- Charlie Troppito, Ward III
- Mike Lee, Ward IV
- Robin Dukelow, Ward IV

12. CITY ADMINISTRATOR'S REPORT

13. EXECUTIVE SESSION

ADJOURNMENT

City of Mission	Item Number:	7a.
ACTION ITEM SUMMARY	Date:	December 5, 2018
Administration	From:	Laura Smith

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

RE: Non-Discrimination Ordinance

RECOMMENDATION: Approve an ordinance amending Title 6 of the Code of Ordinances of the City of Mission, Kansas relating to Civil Rights.

DETAILS: Following an initial request by Councilmember Flora, the City Council considered and discussed a Non-Discrimination Ordinance (“NDO”) for the City of Mission at the October 3 and November 14 Committee meetings. Council direction was provided at the November 14 meeting to proceed with an ordinance as an action item in December.

The intent of a non-discrimination ordinance would be to provide uniform legal protection within the City of Mission prohibiting discrimination in employment, housing and public accommodations on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status. In addition, the ordinance would provide for a complaint and enforcement process.

Prior to the November 14 Committee meeting, a postcard was mailed to all businesses included in the City’s business licensing database and all properties included in the rental licensing database to advise these stakeholder groups of the proposed ordinance. A reference page was also created on the website which included an FAQ on non-discrimination ordinances and a link to previous packet materials. In addition, an on-line comment form was created to allow interested residents/businesses to provide feedback on the NDO. Public comment was also taken at both the October and November Committee meetings. The majority of the comments received both in person and via e-mail or the website support adoption of a non-discrimination ordinance.

A draft ordinance was included in the November 14 agenda packet. A red-lined version of that ordinance with changes made since that meeting is provided for final review and consideration. The following chart addresses changes of significance:

Whereas Clauses	Clarifies the current state of the law, the reasons for an intent of the ordinance.
Section 615.010	The definitions have been rearranged to be shown in alphabetical order. Changes or additions are indicated by colored text or strikethrough.
Section 615.020	An additional item has been added to the “Declaration of Policy” which is intended to

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

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

	clarify and communicate the intent of the City to only assume responsibility for investigating complaints related to gender identity and sexual orientation.
Section 615.030 (d)(1)	Adds language to include the concept that employers retain the ability to make hiring and retention decisions based on legitimate non-discriminatory and non-retaliatory reasons - a concept applied in state and federal discrimination law.
Section 615.040 (e)	Adds language granting investigator authority to issue process and compel the production of documents.
Section 615.040 (g)	Adds a requirement to maintain evidence provided to the investigator for a time certain.
Section 615.040 (h)	Adds language granting hearing officer authority to administer oaths and issue process to compel the attendance of any party or witness.
Section 615.040 (k)	Adds a requirement to maintain evidence provided to the hearing officer for a time certain.

In addition to the changes detailed above and the minor changes made for clarification purposes, there are several items highlighted in the ordinance which remain outstanding points for discussion based on feedback from various members of the Council. Staff left the language as previously presented in the November 14 ordinance, but will look for discussion and final direction on the following points:

1. Application of ordinance: Previous drafts of the ordinance made it applicable to employers with four (4) or more employees and rental dwellings with four (4) or more units. A proposal to reduce that number to one (1) or more in both instances has been suggested.
2. Amount of civil penalty (Section 615.040 (i)): Consider increasing the civil penalty from \$500 to \$1,000.
3. Type of complaints investigated by City: The current ordinance only requires the City to

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

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investigate complaints related to gender identity or sexual orientation. Complaints related to other protected classes would be referred on to other state/federal agencies already equipped and accustomed to handling complaints of discrimination.

CFAA CONSIDERATIONS/IMPACTS: N/A

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

[PROPOSED] MISSION ORDINANCE AGAINST DISCRIMINATION

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 6 OF THE CODE OF ORDINANCES OF THE CITY OF MISSION, KANSAS; RELATING TO CIVIL RIGHTS.

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

WHEREAS, Mission is a community that respects and actively seeks to welcome and protect all those who reside, visit, or do business in our community; and,

WHEREAS, the governing body finds that providing protection against wrongful discrimination contributes to the creation of a diverse, welcoming community that promotes harmony and mutual respect, and otherwise promotes the health, safety, and welfare of the citizens of Mission; and,

WHEREAS, the governing body finds that discrimination based on race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is wrongful discrimination and inconsistent with the community's goals and values; and,

WHEREAS, state and federal laws provide protection against discrimination against certain classes of persons in employment, housing, and public accommodations, and such laws provide a complaint and enforcement process for parties who allege discrimination in violation of state or federal law; and,

WHEREAS, state and federal laws do not currently provide protection against discrimination on the basis of sexual orientation or gender identity in employment, housing, or public accommodations, and parties who allege such discrimination do not have a complaint or enforcement process to pursue; and,

WHEREAS, due to the gap in legal protection from discrimination on the basis of sexual orientation or gender identity that currently exists under state and federal law, the governing body's intent is to provide uniform legal protection within the City of Mission against discrimination based on race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status, and to provide a complaint and enforcement process to effectuate such protection.

THEREFORE, Title 6 of the Code of the City of Mission is amended, adding Chapter 615 to the existing Chapters, as follows:

CHAPTER 615. PROHIBITED DISCRIMINATION IN EMPLOYMENT, HOUSING, OR PUBLIC ACCOMODATIONS.

SECTION 615.010. DEFINITIONS.

Except to the extent they are in conflict with the definitions below, the definitions contained within the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall be applicable under this article. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

- (a) **Aggrieved Individual** means any individual who has a good faith belief that he/she has been injured by an unlawful discriminatory practice.
- (b) **City** means the City of Mission, Kansas.
- (c) **Code** means the Code of the City of Mission, Kansas.
- (d) **Employee** means any person authorized to perform services for any business within the City, and includes an officer, employee, or elected official of the United States, a state, territory, or any political subdivision thereof or any agency or instrumentality thereof, and an officer of a corporation. Employee does not include any individual employed by such individual's parents, spouse, or child.
- (e) **Employer** means any individual or entity (i.e. corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, or unincorporated organization) employing four or more employees and all departments, boards and agencies of the City. Employer shall include the City and any City Contractor. For purposes of this article, no religious organization or non-profit fraternal or social association/corporation shall be considered an employer.
- (f) **Familial status** means persons 18 years of age or older who are spouses, former spouses, parents or stepparents, and children or stepchildren, and persons who are presently residing together or have resided together in the past, and persons who have a child in common regardless of whether they have been married or have lived together at any time.
- (g) **Gender identity** means the actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth.
- (h) **Hearing officer** means a person appointed by the Mayor, with approval of the City Council, who is charged with determining the validity of alleged violations of this article, and upon determining that a violation has occurred, assessing appropriate damages, penalties, and/or costs, as provided in this article.
- (i) **Investigator** means one or more persons appointed by the Mayor, with the approval of the City Council, who shall be charged with investigating alleged violations of this article. If the person charged with violating the provisions of this article is the City, the Investigator shall not otherwise be an employee, agent, or contractor of the City.

- (j) **Military status** means a person who is serving or has served in the uniformed services, and who, if discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2), or amendments thereto. Uniformed services is defined as set forth in 20 C.F.R. 1002.5(o), or amendments thereto.
- (k) **Nonprofit fraternal or social association/corporation** means an association or corporation that meets all of the following requirements: (1) it is organized in good faith for social or fraternal purposes, (2) membership entails the payment of bona fide initiation fees or regular dues, (3) there exists a regularly established means of self-government by the members thereof clearly set forth in a constitution or by-laws adopted by the membership, (4) there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates, and (5) it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.
- (l) **Place of public accommodation** shall include every establishment within the City that is open to the public and offers any product, service, or facility. The term place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with more than four tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. This shall not, however, apply to any hotel, motel, restaurant or theater operated by a bona fide private club not conducted for the purpose of evading this article when the accommodations, advantages, facilities and services are restricted to the members of such club and their guests; nor to any bona fide social, fraternal, civic, political or religious organization, when the profits of such accommodations, advantages, facilities and services, above reasonable and necessary expenses, are solely for the benefit or mission of such organization.
- (m) **Religious Organization** means a church, mosque, temple, synagogue, or other entity principally devoted to religious practice or religious teaching.
- (n) **Rental housing** means any real property, consisting of more than four dwelling units, which is required to obtain a license or permit pursuant to the provisions of Chapter 635.030 of the Code.
- (o) To **rent** means to lease, to sublease, to let, or otherwise to grant for a consideration the right to occupy premises not owned by the occupant in exchange for payment or other consideration.
- (p) **Respondent** means the individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the City.
- (q) **Sexual orientation** means an individual's actual orientation or orientation perceived by another as heterosexual, homosexual, bisexual, or asexual.

SECTION 615.020. DECLARATION OF POLICY.

The right of an otherwise qualified individual to be free from discrimination because of that individual's real or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is hereby recognized. This right shall include, but not be limited to, any of the following:

1. The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination.
2. The right to the full enjoyment of any of the services, advantages, or privileges of any place of public accommodation without wrongful discrimination.
3. The right to engage in property transactions, including obtaining housing for rent or purchase and credit therefor, without wrongful discrimination.
4. The right to exercise any right granted under this ordinance without suffering coercion or retaliation.

SECTION 615.030. UNLAWFUL PRACTICES.

- (a) **Employment.** It shall be an unlawful discriminatory practice for an employer, because of the race, religion, color, sex, disability, marital status, familial status, national origin, ancestry, sexual orientation, gender identity, or military status of any otherwise qualified individual to refuse to hire or employ such individual, to bar or discharge such individual person from employment, or to otherwise discriminate against such individual in compensation or in terms, conditions, or privileges of employment; to limit, segregate, classify, or make any distinction in regards to employees; or to follow any employment procedure or practice which, in fact, results in discrimination, or segregation without a valid business necessity. This article shall not apply to employment by a religious organization that consists of religious teaching, ministry, or other religious duties or practices.
- (b) **Housing.** It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions, or privileges of sale or rental of real property or rental housing, or in the provision of services or facilities in connection therewith, because of race, religion, color, sex, disability, marital status, familial status, national origin, ancestry, sexual orientation, gender identity, or military status, or to discriminate against any individual in such individual's use or occupancy of rental housing because of the race, religion, color, sex, disability, marital status, familial status, national origin ancestry, sexual orientation, gender identity, or military status of the people with whom such individual associates.
- (c) **Public Accommodation.** It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent, or employee of any place of public accommodation, to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, and accommodations to any individual as covered by this article because of race, religion, color, sex, disability, marital status, familial status, national origin, ancestry, sexual orientation, gender identity, or military status. Notwithstanding the above, nothing in this article shall be construed to prevent any business as defined in this article from offering, affording, or providing any additional benefit or additional discount to a person because of such person's military or senior citizen status.
- (d) Nothing in this article shall:
 - (1) Be construed to mean that an employer shall be forced to hire unqualified or incompetent personnel, to be forced to discharge qualified or competent personnel, or to be forced to

retain personnel when there is a legitimate non-discriminatory or non-retaliatory reason to terminate employment.

- (2) Nothing in this article shall be construed to prohibit a business from requiring all of its employees, as a requirement of employment, to utilize the business' applicable established internal human resource procedure(s) to report any allegation of discrimination in the workplace. The enforcement by an employer of any such requirement shall not, in itself, be deemed a violation of this article. However, nothing in this article shall be construed to require an employee to utilize the employer's internal human resource procedure(s) as a pre-requisite to filing a complaint for the alleged violation of this article.
- (3) Nothing in this article shall prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of federal, state, or local law.
- (4) Nothing in this article shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental, or occupancy of real property which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons. Nor shall anything in this article prohibit a nonprofit private club in fact not open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
- (5) Nothing in this article shall be construed to require any entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law.

SECTION 615.040. ENFORCEMENT.

- (a) An aggrieved individual may file a complaint that the person has been, or is being, discriminated against by an alleged unlawful discriminatory practice set forth in this Article on the individual's own behalf or through an attorney; or if a minor, through the individual's parent or legal guardian or attorney; by completing and signing the form provided by the City. The complaint form shall state the names and contact information of the aggrieved person, the person(s) alleged to have committed the unlawful discriminatory practice(s), and the respondent; shall describe the unlawful act or discriminatory practice; and shall include all other information as may be required by the City.
- (b) The complaint form shall be submitted to an investigator, and shall only be considered complete if all information requested has been provided to the extent such requested information is reasonably available to the aggrieved individual.
- (c) The complaint form must be filed within 60 days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within 60 days of the last act of discrimination.
- (d) On receipt of a completed complaint, the investigator shall notify the respondent of the complaint, providing sufficient details related to the complaint so that the respondent may respond. The investigator shall give the respondent a specific date by which to file an answer to the complaint and provide any documentation or evidence related to the

complaint. The investigator may, at the respondent's request, extend the answer period to a date certain as the investigator deems appropriate.

- (e) Following the conclusion of the answer period the investigator may initiate further investigation, requesting the complainant and/or respondent to provide additional information, documentation or statements as needed to facilitate the investigation of the complaint. The investigator shall have the power to issue process and compel the production of documents and information. Such process shall be executed by the Chief of Police and shall be enforced as in all cases of City ordinances. This investigation period shall be completed within a reasonable period of time following the submission of additional information, documentation or statements.
- (f) Upon the conclusion of the investigation, the investigator will review all information provided and make a determination whether or not probable exists that the respondent committed an unlawful discriminatory practice. If the investigator finds that probable cause did not exist, then the investigator shall notify the complainant and respondent and no further action shall be taken by the City. If the investigator finds that probable cause exists that an unlawful discriminatory practice was committed by respondent, the investigator will attempt to conciliate and settle the complaint between the parties. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within 60 days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing. The investigator shall maintain all evidence received during the investigation for a period of two years after the deadline for appeal or completion of appeal, whichever is later.
- (h) Upon referral to the hearing officer, the hearing officer shall schedule a hearing on the complaint. The hearing officer shall have the power to administer oaths and to issue process and compel the attendance of any party or witness. Such process shall be executed by the Chief of Police and shall be enforced as in all cases of City ordinances. At such hearing, the parties and the investigator shall be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. Following the conclusion of the hearing, the hearing officer may announce a determination or may take the matter under advisement for determination at a later date. Any determination of the hearing officer shall be in writing, shall be based upon the preponderance of the evidence, and shall set forth the essential elements of the determination.
- (i) If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of \$1,000.00, whichever is greater, for each violation. In addition, the investigator's fees and the hearing officer's fees shall be assessed to the non-prevailing party unless the hearing officer determines that the circumstances warrant assessing the costs in some other manner.
- (j) Any individual aggrieved by a determination of the hearing officer under this section or any determination of insufficient evidence to warrant a hearing made by the Investigator, may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other

provision of law, the City shall transmit to the court the original or a copy of the written determination of the hearing officer and all documents or evidence considered by the hearing officer in considering the complaint or rendering the written determination. On appeal, the district court may enter such order or judgment as justice shall require, and may award court costs and reasonable attorney fees to the prevailing party.

- (k) The hearing officer shall preserve all evidence presented at the hearing for a period of two years after the deadline for appeal or completion of appeal, whichever is later.
- (i) The filing of a complaint for the alleged violation of this article shall in no way preclude any person from seeking other relief under state or federal law. Further, due to the existence of state and federal legal processes to address allegations of discrimination based on race, religion, color, sex, disability, familial status, national origin, ancestry, or military status, the City will direct those seeking to file a complaint for the alleged violation of this article arising out of discrimination based on race, religion, color, sex, disability, familial status, national origin, ancestry, or military status of the appropriate state or federal agency in which such complaints may be filed.

SECTION 615.050. SEVERABILITY.

Should any section, subsection, sentence, clause, or phrase of this article, or the application thereof to any individual or circumstance, be declared to be unconstitutional or invalid or unenforceable, such determination shall not affect the validity of the remaining portions of this article.

PASSED AND APPROVED by the City Council this ____ day of _____, 2018.

APPROVED by the Mayor this ____ day of _____, 2018.

Ronald E. Appletoft, Mayor

ATTEST:

Martha M. Sumrall, City Clerk

APPROVED BY:

PAYNE & JONES, CHARTERED

David K. Martin, City Attorney
11000 King, Suite 200
PO Box 25625
Overland Park, KS 66225-5625
(913) 469-4100
(913) 469-8182 (fax)

[PROPOSED] MISSION ORDINANCE AGAINST DISCRIMINATION

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 6 OF THE CODE OF ORDINANCES OF THE CITY OF MISSION, KANSAS; RELATING TO CIVIL RIGHTS.

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

WHEREAS, Mission is a community that respects and actively seeks to welcome and protect all those who reside, visit, or do business in our community; and,

WHEREAS, the governing body finds that providing protection against wrongful discrimination contributes to the creation of a diverse, welcoming community that promotes harmony and mutual respect, and otherwise promotes the health, safety, and welfare of the citizens of Mission; and,

WHEREAS, the governing body finds that discrimination based on race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran military status is wrongful discrimination and inconsistent with the community's goals and values; and,

WHEREAS, state and federal laws provide protection against discrimination against certain classes of persons in employment, housing, and public accommodations, and such laws provide a complaint and enforcement process for parties who allege discrimination in violation of state or federal law; and,

WHEREAS, state and federal laws do not currently provide protection against discrimination on the basis of sexual orientation or gender identity in employment, housing, or public accommodations, and parties who allege such discrimination do not have a complaint or enforcement process to pursue; and,

WHEREAS, due to the gap in legal protection from discrimination on the basis of sexual orientation or gender identity that currently exists under state and federal law, the governing body's intent is to provide uniform legal protection within the City of Mission against discrimination based on race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status, and to provide a complaint and enforcement process to effectuate such protection.

THEREFORE, Title 6 of the Code of the City of Mission is amended, adding Chapter 615 to the existing Chapters, as follows:

CHAPTER 615. PROHIBITED DISCRIMINATION IN EMPLOYMENT, HOUSING, OR PUBLIC ACCOMODATIONS.

SECTION 615.010. DEFINITIONS.

Except to the extent they are in conflict with the definitions below, the definitions contained within the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall be applicable under this article. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

- (a) **Aggrieved Individual** means any individual who has a good faith belief that he/she has been injured by an unlawful discriminatory practice.
- ~~(a)~~(b) **City** means the City of Mission, Kansas.
- (c) **Code** means the Code of the City of Mission, Kansas.
- ~~(b)~~(d) **Employee** means any person authorized to perform services for any business within the City, and includes an officer, employee, or elected official of the United States, a state, territory, or any political subdivision thereof or any agency or instrumentality thereof, and an officer of a corporation. Employee does not include any individual employed by such individual's parents, spouse, or child.
- ~~(e)~~ **BusinessEmployer** means any individual or entity (i.e. corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, or unincorporated organization) ~~person or entity~~ employing four or more employees and all departments, boards and agencies of the City. Employer Business shall include the City and any City Contractor. For purposes of this article, no religious organization or non-profit fraternal or social association/corporation non-profit private club shall be considered ~~to be an employer business.~~
- (f) **Familial status** means persons 18 years of age or older who are spouses, former spouses, parents or stepparents, and children or stepchildren, and persons who are presently residing together or have resided together in the past, and persons who have a child in common regardless of whether they have been married or have lived together at any time.
- (g) **Gender identity** means the actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth.
- (h) **Hearing officer** means a person appointed by the Mayor, with approval of the City Council, who is charged with determining the validity of alleged violations of this article, and upon determining that a violation has occurred, assessing appropriate damages, penalties, and/or costs, as provided in this article.
- (i) **Investigator** means one or more persons appointed by the Mayor, with the approval of the City Council, who shall be charged with investigating alleged violations of this article. If the person charged with violating the provisions of this article is the City, the Investigator shall not otherwise be an employee, agent, or contractor of the City.

(j) **Military status** means a person who is serving or has served in the uniformed services, and who, if discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2), or amendments thereto. Uniformed services is defined as set forth in 20 C.F.R. 1002.5(o), or amendments thereto.

(k) **Nonprofit fraternal or social association/corporation** means an association or corporation that meets all of the following requirements: (1) it is organized in good faith for social or fraternal purposes, (2) membership entails the payment of bona fide initiation fees or regular dues, (3) there exists a regularly established means of self-government by the members thereof clearly set forth in a constitution or by-laws adopted by the membership, (4) there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates, and (5) it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.

~~(e)~~(l) **Place of public accommodation** shall include every establishment business within the City that is open to the public and offers any product, service, or facility. The term place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with more than four tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. This shall not, however, apply to any hotel, motel, restaurant or theater operated by a bona fide private club not conducted for the purpose of evading this article when the accommodations, advantages, facilities and services are restricted to the members of such club and their guests; nor to any bona fide social, fraternal, civic, political or religious organization, when the profits of such accommodations, advantages, facilities and services, above reasonable and necessary expenses, are solely for the benefit or mission of such organization. ~~A church, mosque, temple, synagogue, or other place principally devoted to religious practice or religious teaching shall not be considered a place of public accommodation.~~

~~(e)~~(m) **Religious Organization** means a church, mosque, temple, synagogue, or other entity principally devoted to religious practice or religious teaching.

(n) **Rental housing** means any real property, consisting of more than four dwelling units, which is required to obtain a license or permit pursuant to the provisions of Chapter 635.030 of the Code.

(o) To **rent** means to lease, to sublease, to let, or otherwise to grant for a consideration the right to occupy premises not owned by the occupant in exchange for payment or other consideration.

(p) **Respondent** means the individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the City.

~~(p) **Person** means an individual, corporation, partnership, association, labor organization, legal representative, mutual company, joint-stock company, trust, unincorporated organization, trustee, trustee in bankruptcy, receiver, and fiduciary.~~

(q) **Sexual orientation** means an individual's actual real orientation or orientation perceived by another as heterosexual, homosexual, bisexual, or asexual.

SECTION 615.020. DECLARATION OF POLICY.

The right of an otherwise qualified individual person to be free from discrimination because of that individual's person's real or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military veteran status is hereby recognized. This right shall include, but not be limited to, any of the following:

1. The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination.
2. The right to the full enjoyment of any of the services accommodations, advantages, or privileges of any place of public ~~resort~~, accommodation, ~~assemblage, or amusement~~ without wrongful discrimination.
3. The right to engage in property transactions, including obtaining housing for rental or purchase sale and credit therefor, without wrongful discrimination.
4. The right to exercise any right granted under this ordinance without suffering coercion or retaliation.

SECTION 615.030. UNLAWFUL PRACTICES.

(a) **Employment.** It shall be an unlawful discriminatory practice for an employer business, because of the race, religion, color, sex, disability, marital status, familial status, national origin, ancestry, sexual orientation, gender identity, or military status of any otherwise qualified individual person to refuse to hire or employ such individual person, to bar or discharge such individual person from employment, or to otherwise discriminate against such individual person in compensation or in terms, conditions, or privileges of employment; to limit, segregate, classify, or make any distinction in regards to employees; or to follow any employment procedure or practice which, in fact, results in discrimination, or segregation without a valid business necessity. This article shall not apply to employment by a religious organization that consists of religious teaching, ministry, or other religious duties or practices.

(b) **Housing.** It shall be an unlawful discriminatory practice for an individual or entity business to discriminate against any individual person in the terms, conditions, or privileges of sale or rental of real property or rental housing, or in the provision of services or facilities in connection therewith, because of race, religion, color, sex, disability, marital status, familial status, national origin, ancestry, sexual orientation, gender identity, or military status, or to discriminate against any individual person in such individual's person's use or occupancy of rental housing because of the race, religion, color, sex, disability, marital status, familial status, national origin ancestry, sexual orientation, gender identity, or military status of the people with whom such individual person associates.

- (c) **Public Accommodation.** It shall be an unlawful discriminatory practice for ~~any business, as defined herein being~~ the owner, operator, lessee, manager, agent, or employee of any place of public accommodation, to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, and accommodations to any individual person as covered by this article because of race, religion, color, sex, disability, marital status, familial status, national origin, ancestry, sexual orientation, gender identity, or military status. Notwithstanding the above, nothing in this article shall be construed to prevent any business as defined in this article from offering, affording, or providing any additional benefit or additional discount to a person because of such person's military or senior citizen status.
- (d) Nothing in this article shall:
- (1) ~~be~~ construed to mean that an employer business shall be forced to hire unqualified or incompetent personnel, to be forced to ~~or~~ discharge qualified or competent personnel, or to be forced to retain personnel when there is a legitimate non-discriminatory or non-retaliatory reason to terminate employment.
 - (~~e~~) (2) Nothing in this article shall be construed to prohibit a business from requiring all of its employees, as a requirement of employment, to utilize the business' applicable established internal human resource procedure(s) to report any allegation of discrimination in the workplace. The enforcement by an employer of any such requirement shall not, in itself, be deemed a violation of this article. However, nothing in this article shall be construed to require an employee to utilize the employer's internal human resource procedure(s) as a pre-requisite to filing a complaint for the alleged violation of this article.
 - (~~f~~) (3) Nothing in this article shall prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of federal, state, or local law.
 - (~~g~~) (4) Nothing in this article shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental, or occupancy of real property which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons. Nor shall anything in this article prohibit a nonprofit private club in fact not open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
 - (~~h~~) (5) Nothing in this article shall be construed to require any entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law.

SECTION 615.040. ENFORCEMENT.

- (a) An aggrieved individual person may file a complaint that the person has been, or is being, discriminated against by an alleged unlawful discriminatory practice set forth in this Article on ~~his or her~~ the individual's own behalf or through an attorney; or if a minor, through the individual's his or her parent or legal guardian or attorney; by completing and signing the form provided by the eCity. The complaint form shall state the names and contact information of the aggrieved person, the person(s) alleged to have committed the unlawful discriminatory practice(s), and the respondent; shall describe the unlawful act or

discriminatory practice; and shall include all other information as may be required by the City.

- (b) The complaint form shall be submitted to an investigator, and shall only be considered complete if all information requested has been provided to the extent such requested information is reasonably available to the aggrieved individual person.
- (c) The complaint form must be filed within 60 days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within 60 days of the last act of discrimination.
- (d) On receipt of a completed complaint, the investigator shall notify the respondent of the complaint, providing sufficient details related to the complaint so that the respondent may respond. The investigator shall give the respondent a specific date by which to file an answer to the complaint and provide any documentation or evidence related to the complaint. The investigator may, at the respondent's request, extend the answer period to a date certain as the investigator deems appropriate.
- (e) Following the conclusion of the answer period the investigator may initiate further investigation, requesting the complainant and/or respondent to provide additional information, documentation or statements as needed to facilitate the investigation of the complaint. The investigator shall have the power to issue process and compel the production of documents and information. Such process shall be executed by the Chief of Police and shall be enforced as in all cases of City ordinances. This investigation period shall be completed within a reasonable period of time following the submission of additional information, documentation or statements.
- (f) Upon the conclusion of the investigation, the investigator will review all information provided and make a determination whether or not probable cause exists that the respondent committed an unlawful discriminatory practice. If the investigator finds that probable cause did not exist, then the investigator shall notify the complainant and respondent and no further action shall be taken by the City. If the investigator finds that probable cause exists that an unlawful discriminatory practice was committed by respondent, the investigator will attempt to conciliate and settle the complaint between the parties. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within 60 days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing.
- (g) The investigator shall maintain all evidence received during the investigation for a period of two years after the deadline for appeal or completion of appeal, whichever is later.
- (h) Upon referral to the hearing officer, the hearing officer shall schedule a hearing on the complaint. The hearing officer shall have the power to administer oaths and to issue process and compel the attendance of any party or witness. Such process shall be executed by the Chief of Police and shall be enforced as in all cases of City ordinances. At such hearing, the parties and the investigator shall be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. Following the conclusion of the hearing, the

hearing officer may announce a determination or may take the matter under advisement for determination at a later date. Any determination of the hearing officer shall be in writing, shall be based upon the preponderance of the evidence, and shall set forth the essential elements of the determination.

(i) -If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of ~~\$500~~1,000.00, whichever is greater, for each violation. In addition, the investigator's fees and the hearing officer's fees shall be assessed to the non-prevailing party unless the hearing officer determines that the circumstances warrant assessing the costs in some other manner.

(j) Any ~~individual person~~ aggrieved by a determination of the hearing officer under this section or any determination of insufficient evidence to warrant a hearing made by the Investigator, may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the City shall transmit to the court the original or a copy of the written determination of the hearing officer and all documents or evidence considered by the hearing officer in considering the complaint or rendering the written determination. On appeal, the district court may enter such order or judgment as justice shall require, and may award court costs and reasonable attorney fees to the prevailing party.

(k) The hearing officer shall preserve all evidence presented at the hearing for a period of two years after the deadline for appeal or completion of appeal, whichever is later.

(i) The filing of a complaint for the alleged violation of this article shall in no way preclude any person from seeking other relief under state or federal law. Further, due to the existence of state and federal legal processes to address allegations of discrimination based on race, religion, color, sex, disability, familial status, national origin, ancestry, or military status, ~~THE~~ the City will direct those seeking to file a complaint for the alleged violation of this article arising out of discrimination based on race, religion, color, sex, disability, familial status, national origin, ancestry, or military status of the appropriate state or federal agency in which such complaints may be filed.

SECTION 615.050. SEVERABILITY.

Should any section, subsection, sentence, clause, or phrase of this article, or the application thereof to any ~~individual person~~ or circumstance, be declared to be unconstitutional or invalid or unenforceable, such determination shall not affect the validity of the remaining portions of this article.

PASSED AND APPROVED by the City Council this ____ day of _____, 2018.

APPROVED by the Mayor this ____ day of _____, 2018.

Ronald E. Appletoft, Mayor

ATTEST:

Martha M. Sumrall, City Clerk

APPROVED BY:

PAYNE & JONES, CHARTERED

David K. Martin, City Attorney
11000 King, Suite 200
PO Box 25625
Overland Park, KS 66225-5625
(913) 469-4100
(913) 469-8182 (fax)

City of Mission	Item Number:	7b.
ACTION ITEM SUMMARY	Date:	December 4, 2018
Administration	From:	Laura Smith

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

RE: Resolution giving notice that the City of Mission is considering the establishment of a new Community Improvement District (Roeland Court Townhomes CID District) for restoration of the parking and common areas, and setting a date and time for a public hearing.

RECOMMENDATION: Approve the Resolution setting the date and time for a public hearing to consider the petition for the Roeland Court Townhomes Community Improvement District for 7:00 p.m. on January 16, 2019 at Mission City Hall, 6090 Woodson, Mission, KS.

DETAILS: On August 21-22, 2017, a subsidence of the parking lot/parking area of the Roeland Court Homes Association (RCHA) occurred. Since that occurrence, City staff have been working with the residents, consultants and engineers to address the situation. A detailed summary of the actions was provided to the Council at the November 8, 2018 Committee meeting and is included in this packet as reference.

After more than a year of investigation, conversation and a desire to effectively solve the problem, a cooperative solution is ready for Council consideration.

The City and the RCHA acknowledged that there would likely continue to be fundamental differences in the findings regarding the cause(s) of the subsidence and decided that exploring a cooperative solution was the most desirable route. Staff, the RCHA and GBA worked to develop a solution that would create a Community Improvement District (CID). A CID would allow a special assessment component to be activated to allow property owners a longer period of time over which to repay repair costs. Before a CID could be considered by the City Council, the RCHA would have to guarantee that property owners representing at least 55% of the land area within the proposed district and 55% of the assessed valuation within the proposed district would sign the CID petition.

At this time, the RCHA has exceeded the land area/assessed valuation requirements and has submitted a valid petition for consideration by the City Council. The next step in the process is for the Council to consider a Resolution officially calling a public hearing on the CID petition. If approved, the public hearing would be set for January 16, 2019 at 7:00 p.m. The Resolution does not commit the City to any other action related to establishment of the Community Improvement District at this time.

CFAA CONSIDERATIONS/IMPACTS: NA

Related Statute/City Ordinance:	K.S.A. 12-6a26 <i>et. seq</i>
Line Item Code/Description:	NA
Available Budget:	NA

(Published in *The Legal Record* on January 1 and January 8, 2019)

RESOLUTION NO. _____

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF MISSION, KANSAS TO BE KNOWN AS THE ROELAND COURT TOWNHOMES COMMUNITY IMPROVEMENT DISTRICT AND REGARDING THE CITY'S INTENT TO ISSUE GENERAL OBLIGATION BONDS AND LEVY SPECIAL ASSESSMENTS WITHIN SUCH DISTRICT.

WHEREAS, K.S.A. 12-6a26 *et seq.* (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax and/or levy special assessments upon property within the district to finance projects, and under certain circumstances issue full faith and credit bonds; and

WHEREAS, a petition (the "Petition") was filed with the City Clerk on December 6, 2018, proposing the creation of the Roeland Court Townhomes Community Improvement District (the "CID") under the Act, and the levying of community improvement district special assessments and the issuance of general obligation bonds in order to pay the costs of Project (defined herein); and

WHEREAS, the Petition was signed by the owners of more than 55% of the land area within the CID and the owners collectively owning more than 55% by assessed value of the land area within the CID, as required by the Act; and

WHEREAS, the City of Mission, Kansas (the "City") intends to create the CID and finance all or a portion of the Project by issuing general obligation bonds repayable in part by special assessments to be levied on the real property located in the CID (the "Special Assessments"), all as requested in the Petition; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the CID, approving the Project described herein, levying the Special Assessments, and issuing general obligations bonds to finance the Project, all pursuant to the authority of the Act; and further to provide for the giving of notice of said hearing in the manner required by the Act.

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

SECTION 1. Petition. The Governing Body hereby finds and determines that the Petition meets the requirements of the Act.

SECTION 2. Public Hearing. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Project, the levying of the Special Assessments and issuance of general obligation bonds, and such other matters related thereto, such public hearing to be held on **January 16, 2019 at 7:00 p.m.**, or as soon thereafter as the matter can be heard, at City Hall, 6090 Woodson, Mission, Kansas.

SECTION 3. General Nature of the Project. The Roeland Court Townhomes are generally located northwest of the intersection of West 60th Terrace and Roeland Drive in Mission, Kansas. Roeland Court is a collection of twenty (20) townhomes with garages and parking in the back of the units.

The project is to restore the parking and common areas shared by the Roeland Court Homes Association and its various members and to make improvements to the adjacent creek channel (the "Project"). The general description of the Project, estimated schedule and the estimated costs of the Project are set forth on **Exhibit C** attached hereto and incorporated by reference herein.

SECTION 4. Estimated Cost. The estimated cost of the proposed Project is \$963,885. The City's portion of such costs is \$620,132, and the CID's portion of such costs is \$343,753 (the "CID Portion").

SECTION 5. Method of Financing. The costs of the proposed Project will be financed by through the issuance of full faith and credit obligation bonds and/or other available funds of the City. The city will pay all financing costs for the Project. The total aggregate amount of the Special Assessments will not exceed \$17,188 per lot, excluding the common area. The method of assessment for the Special Assessments will be equally per lot located within the CID, excluding the common area. The maximum amount to be paid by Special Assessments for the Project will be limited to the CID Portion.

No community improvement district sales tax will be levied for the Project.

SECTION 6. Map and Legal Description of Proposed CID. The legal description of the property to be contained in the proposed CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as **Exhibit B** hereto, and incorporated by reference herein.

SECTION 7. Notice of Hearing. The City Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution in the official newspaper. Such publication shall be at least once each week for two consecutive weeks. The second publication shall be at least 7 days prior to the date of the hearing. The City Clerk is hereby further ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed CID at least 10 days prior to the date of the hearing.

SECTION 8. Reimbursement. The City expects to make capital expenditures after the date of this Resolution in connection with the Projects, and the City intends to reimburse itself for such expenditures with the proceeds of obligations in the maximum principal amount of \$1,000,000.

SECTION 9. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED on December 19, 2018.

By: _____
Ronald E. Appletoft, Mayor

[SEAL]

By: _____
Martha Sumrall, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED ROELAND COURT TOWNHOMES
COMMUNITY IMPROVEMENT DISTRICT**

Lots 1 through 5, inclusive, Block 1; Lots 1 through 5, inclusive, Block 2; Lots 1 through 5, inclusive, Block 3; and Lots 1 through 5, inclusive, Block 4, ROELAND COURT, a subdivision in the City of Mission, Johnson County, Kansas.

And

The "Common Ground" as shown on the Plat of ROELAND COURT, a subdivision in the City of Mission, Johnson County, Kansas, which Plat was recorded on the 25th day of November, 1986 in the Office of the Register of Deeds of Johnson County, Kansas in Plat Book 64, at Page 26.

EXHIBIT B

**MAP OF PROPOSED ROELAND COURT TOWNHOMES
COMMUNITY IMPROVEMENT DISTRICT**

The following property located in the City of Mission, Johnson County, Kansas:



EXHIBIT C

DESCRIPTION OF PROJECT AND ESTIMATED COSTS

Item Description	Quantity	Unit	Unit Cost	Project Cost	City of Mission %	City of Mission Cost	HOA Percentage	HOA Cost
Mobilization	1	LS	\$50,000	\$50,000	60%	\$30,000	40%	\$20,000
Construction Staking	1	LS	\$2,500	\$2,500	50%	\$1,250	50%	\$1,250
Traffic Control	1	LS	\$2,500	\$2,500	50%	\$1,250	50%	\$1,250
Gravel Construction Entrance	2	Ea	\$1,583	\$3,166	50%	\$1,583	50%	\$1,583
Remove & Store Concrete Barrier	10	Ea	\$490	\$4,900	0%	\$0	100%	\$4,900
4' Temporary Fencing	350	LF	\$4	\$1,400	0%	\$0	100%	\$1,400
Vegetation Clearing and Grubbing	16000	SF	\$2	\$32,000	50%	\$16,000	50%	\$16,000
Remove & Dispose 8" Asphalt	3000	SF	\$4	\$12,000	0%	\$0	100%	\$12,000
Remove & Dispose Flumes, Curbs and Sidewalk	441	SF	\$1	\$441	0%	\$0	100%	\$441
Excavation and Haul Off Unsuitable Soil	1863	CY	\$55	\$102,478	50%	\$51,239	50%	\$51,239
4" Underdrain	500	LF	\$10	\$5,000	50%	\$2,500	50%	\$2,500
Granular Backfill	1157	CY	\$52	\$60,176	100%	\$60,176	0%	\$0
Biaxial Geogrid	1667	SY	\$5	\$8,333	100%	\$8,333	0%	\$0
Big Block Retaining Wall	3030	SFF	\$75	\$227,250	100%	\$227,250	0%	\$0
Heavy Riprap	98	CY	\$115	\$11,308	100%	\$11,308	0%	\$0
Compaction of Imported Fills	694	CY	\$60	\$41,667	40%	\$16,667	60%	\$25,000
Concrete Flume	174	SF	\$12	\$2,088	0%	\$0	100%	\$2,088
Concrete Curb and Gutter	356	LF	\$24	\$8,544	0%	\$0	100%	\$8,544
12" AB-3 Pavement Subgrade	861	SY	\$24	\$20,661	0%	\$0	100%	\$20,661
6" Asphalt Base	789	SY	\$24	\$18,933	0%	\$0	100%	\$18,933
2" Asphalt Surface	867	SY	\$11	\$9,533	0%	\$0	100%	\$9,533
5' Concrete Sidewalk	225	SF	\$6	\$1,350	50%	\$675	50%	\$675
Reset Landscaping Blocks	60	SFF	\$45	\$2,700	0%	\$0	100%	\$2,700
6' Wood Fence	310	LF	\$25	\$7,750	0%	\$0	100%	\$7,750
12" Imported Topsoil	363	CY	\$50	\$18,148	60%	\$10,889	40%	\$7,259
Mulching / Seeding	9500	SF	\$2	\$19,000	60%	\$11,400	40%	\$7,600
8" Straw Waddles	250	LF	\$11	\$2,750	60%	\$1,650	40%	\$1,100
2" Caliper Landscaping Tree	20	Ea	\$400	\$8,000	0%	\$0	100%	\$8,000
Construction Subtotal				\$684,577	66%	\$452,170	34%	\$232,407

Survey, Engineering and Permitting Services	15%		\$102,687	\$102,687	60%	\$61,612	40%	\$41,075
Geotechnical Services (5%)	5%		\$34,229	\$34,229	50%	\$17,114	50%	\$17,114
Construction Observation Services (8%)	8%		\$54,766	\$54,766	60%	\$32,860	40%	\$21,906
Consultant Services Subtotal				\$191,682	58%	\$111,586	42%	\$80,096
Contingency	10%			\$87,626	64%	\$56,376	36%	\$31,250
TOTAL ESTIMATED COST				\$963,885	64%	\$620,132	36%	\$343,753

**PETITION REQUESTING THE CREATION OF
A COMMUNITY IMPROVEMENT DISTRICT**

TO: The Governing Body of the City of Mission, Kansas (hereinafter called “**Governing Body**”)

The undersigned petitioners, being the owners of record, whether resident or not, of more than 55% of the land area, and more than 55% by assessed value of land area, within the hereinafter described proposed community improvement district (the “**CID**”) to be located within the City of Mission, Kansas (the “**City**”) do hereby petition and request that the Governing Body create such community improvement district and authorize the performance of the community improvement district project or projects hereinafter set forth, all in the manner provided by the Community Improvement District Act, K.S.A. 12-6a26, et seq. (the “**Act**”). In furtherance of such request, the petitioners state as follows:

1. Boundaries of Proposed District

The legal description of the land area within the proposed CID is attached hereto as **Exhibit A** and incorporated by reference herein.

2. Map of Proposed District.

A map outlining the boundaries of the proposed CID is attached as **Exhibit B** hereto, and incorporated by reference herein.

3. General Nature and Estimated Cost of the Proposed CID Project

The Roeland Court Townhomes are generally located northwest of the intersection of West 60th Terrace and Roeland Drive in Mission, Kansas. Roeland Court is a collection of twenty (20) townhomes with garages and parking in the back of the units.

The project to be funded is to restore the parking and common areas shared by the Roeland Court Homes Association and its various members and to make improvements to the adjacent creek channel (the “**CID Project**”). A portion of the total project costs are to be paid by the City, and a portion paid through the CID.

The general description of the CID Project, estimated schedule and the estimated costs of the CID Project are set forth on **Exhibit C** attached hereto and incorporated by reference herein. The total estimated cost of the CID Project is \$963,885, of which the City’s estimated share shall be \$620,132 and the estimated CID share shall be \$343,753.

4. Proposed Method of Financing.

The costs of the CID Project will be financed by the City through the issuance of general obligation bonds and imposition of a community improvement district special assessment to finance the CID share of costs (the “**CID Assessment**”) to be levied equally per lot within the District, excluding common areas, in accordance with the Act. The City will pay all financing

costs of the CID Project; no additional financing costs in excess of the \$343,753 CID share of the CID Project will be paid by the property owners within the CID.

A community improvement district sales tax is not requested.

5. Proposed Amount of CID Assessment and Projected Revenues

The proposed amount of the CID Assessment shall not exceed \$17,188 per lot within the District, excluding the common area. The estimate of projected annual revenues from the CID Assessment are set forth on **Exhibit D**.

6. Development Agreement

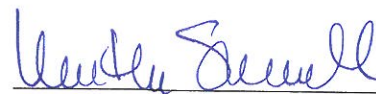
The petitioners acknowledge and agree that the City may require, as a condition to any approval of this Petition, that a funding agreement and development agreement be entered into between the City and petitioners governing the recovery of the City's costs, implementation the proposed CID Project, the method of financing and including such other terms and conditions as may be required by the City and agreed to by the petitioners.

IN WITNESS WHEREOF, the undersigned petitioners (on signature pages attached) have executed the above foregoing petition to create the CID at the dates set forth under their respective signatures below.

Names may not be withdrawn from this Petition by the signers hereof after the governing body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first and the signers of the Petition consent to the assessments to the extent described herein without regard to the benefits of the CID Project. The signers hereby acknowledge that the Common Ground as described in Exhibit A will not be assessed for the CID Project.


THIS PETITION was filed in my office on December 7, 2018; and, subject to a Development Agreement between the City and the Petitioner, approved by the Governing Body of the City on Jan. 16 2018.⁹

[SEAL]



Martha Sumrall, City Clerk

Owner(s): Alice Maureen Drussell
Address: 4954 W 60th Terrace
Mission, KS 66205
PIN: KP49000001 0005

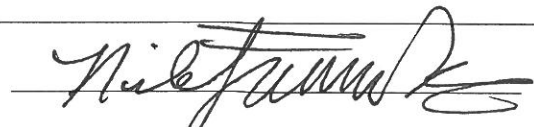

Alice Maureen Drussell
Date: SEPT. 20, 2018

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

Subscribed and sworn to before me this 20 day of September, 2018,
by ALICE MAUREEN DRUSSELL


NOTARY PUBLIC

My commission expires: 12-29-2020

NILO FANSKA
Notary Public
State of Kansas
My Appt. Expires: 12-29-2020

Owner(s): Brookwood Investors, L.P.
Address: 4956 W 60th Terrace
Mission, KS 66205
Mailing Address: 2001 Brookwood Rd.
Mission Hills, KS 66208
PIN: KP49000001 0004

Brookwood Investors, L.P.

By: *Don Simpson*
Printed Name: DON SIMPSON
Title: mgr.
Date: 9/24/18

Missouri
STATE OF ~~KANSAS~~ *(P)*

Jackson
COUNTY OF ~~JOHNSON~~ *(P)*) ss.

Subscribed and sworn to before me this 24th day of September, 2018
by Donald S. Simpson

J. Van Genderen
NOTARY PUBLIC

My commission expires: 7/8/21

JASON VAN GENDEREN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires July 8, 2021
Commission # 13834940

Owner(s): Cynthia Gillispie and Vernon L. Rourke

Address: 4960 W 60th Terrace
Mission, KS 66205

PIN: KP49000001 0002

Cynthia Gillispie
Cynthia Gillispie
Vernon L. Rourke
Vernon L. Rourke
Date: 10-5-2018

STATE OF Kansas

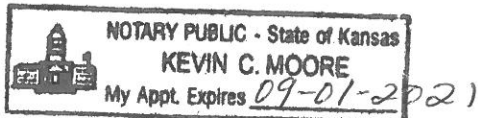
) ss.

COUNTY OF Johnson


Subscribed and sworn to before me this 5th day of October, 2018,
by Cynthia Gillispie and Vernon L. Rourke

Kevin C. Moore
NOTARY PUBLIC

My commission expires: 09-01-2021

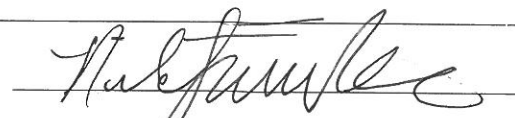


Owner(s): Gerald J. Donohue, Jr.
Address: 4962 W 60th Terrace
Mission, KS 66205
PIN: KP49000001 0001


Gerald J. Donohue Jr
Gerald J. Donohue, Jr.
Date: 10/25/18

STATE OF Kansas
) ss.
COUNTY OF Johnson

Subscribed and sworn to before me this 25th day of October, 2018
by Gerald J. Donohue, Jr.


NOTARY PUBLIC

My commission expires: 12-29-2020

NILO FANSKA
Notary Public
State of Kansas
My Appt. Expires: 12-29-2020

Owner(s): Mary Jean Brecht
Address: 4964 W 60th Terrace
Mission, KS 66205
PIN: KP49000002 0005

Mary Jean Brecht
Mary Jean Brecht
Date: 9-20-18

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

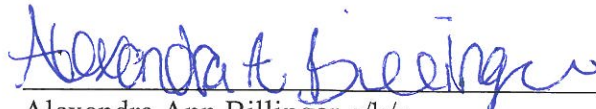
Subscribed and sworn to before me this 20 day of September, 2018,
by MARY JEAN BRECHT

Niilo Fanska
NOTARY PUBLIC

My commission expires: 12-29-2020

NILO FANSKA
Notary Public
State of Kansas
My Appt. Expires: 12-29-2020

Owner(s): Alexandra Ann Billinger a/k/a Alexander Billinger
Address: 4966 W 60th Terrace
Mission, KS 66205
PIN: KP49000002 0004

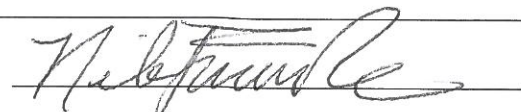

Alexandra Ann Billinger a/k/a
Alexander Billinger
Date: 09/20/2018

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

Subscribed and sworn to before me this 20 day of September, 2018,
by Alexandra A. Billinger


NOTARY PUBLIC

My commission expires: 12-29-2020

NILO FANSKA
Notary Public
State of Kansas
My Appt. Expires: 12-29-2020

Owner(s): Trustee of the Jane A. Beachner Revocable Trust dated March 12, 2004
Address: 4970 W 60th Terrace
Mission, KS 66205
Mailing Address: PO Box 144
St. Paul, KS 66771
PIN: KP49000002 0002

TRUSTEE OF THE JANE A. BEACHNER
REVOCABLE TRUST DATED MARCH 12,
2004

By: Jane A. Beachner
Printed Name: Jane A. Beachner
Title: Trustee
Date: Oct, 15, 2018

STATE OF Kansas)

) ss.

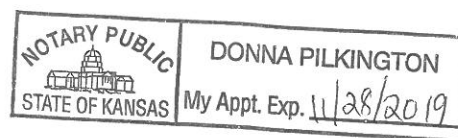
COUNTY OF Neosho)

Subscribed and sworn to before me this 15th day of October, 2018,
by Jane A. Beachner

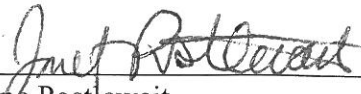
Donna Pilkington

NOTARY PUBLIC

My commission expires: 11/28/2019



Owner(s): Janet Postlewait
Address: 4972 W 60th Terrace
Mission, KS 66205
PIN: KP49000002 0001



Janet Postlewait
Date: 9/20/18

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

Subscribed and sworn to before me this 20 day of September, 2018,
by Janet Postlewait



NOTARY PUBLIC

My commission expires: 12-29-2020

NILO FANSKA
Notary Public
State of Kansas
My Appt. Expires: 12-29-2020

Owner(s): Sheldon L. Bucl
Address: 4974 W 60th Terrace
Mission, KS 66205
PIN: KP49000003 0005

Sheldon L. Bucl
Sheldon L. Bucl
Date: 9/28/2018

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

Subscribed and sworn to before me this 28 day of Sept., 2018
by Sheldon Bucl



Martha M. Sumrall

NOTARY PUBLIC

My commission expires: 6-24-20

Owner(s): Brookwood Investors, L.P.
Address: 4976 W 60th Terrace
Mission, KS 66205
Mailing Address: 2001 Brookwood Rd.
Mission Hills, KS 66208
PIN: KP49000003 0004

Brookwood Investors, L.P.

By: [Signature]
Printed Name: DON SIMPSON
Title: Mgr.
Date: 9/24/18

STATE OF ~~KANSAS~~ ^{Missouri} (2)

COUNTY OF ~~JOHNSON~~ ^{Jackson} (2)) ss.

Subscribed and sworn to before me this 24th day of September, 2018
by Donald S. Simpson

[Signature]
NOTARY PUBLIC

My commission expires: 7/8/21

JASON VAN GENDEREN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires July 8, 2021
Commission # 13834940

Owner(s): Norma Jean Molle and Sharolyn Lorraine Molle
Address: 4978 W 60th Terrace
Mission, KS 66205
PIN: KP49000003 0003

Norma Jean Molle
Norma Jean Molle

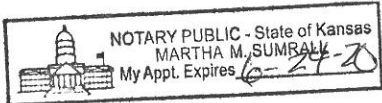
Sharolyn Lorraine Molle
Sharolyn Lorraine Molle
Date: 9-21-18

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

Subscribed and sworn to before me this 21 day of Sept, 2018
by Norma Jean Molle ; Sharolyn L. Molle



Martha Sumbalk

NOTARY PUBLIC

My commission expires: 6-24-20

Owner(s): Barbara C. Porro
Address: 4982 W 60th Terrace
Mission, KS 66205
PIN: KP49000003 0001

Barbara C. Porro
Barbara C. Porro
Date: 9-20-18

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

Subscribed and sworn to before me this 20 day of September, 2018,
by Barbara C. Porro

NILO FANSKA
NOTARY PUBLIC

My commission expires: 12-29-2020

NILO FANSKA
Notary Public
State of Kansas
My Appt. Expires: 12-29-2020

Owner(s): Peter Hubbard
Address: 4984 W 60th Terrace
Mission, KS 66205
PIN: KP49000004 0005

Peter Hubbard

Peter Hubbard

Date: Oct 6, 2018

STATE OF Kansas)

) ss.

COUNTY OF Johnson

Subscribed and sworn to before me this 6th day of October, 2018,
by Peter Hubbard only.

Ryan Palmer

NOTARY PUBLIC

My commission expires: 3/28/2021



Owner(s): Katherine Maria Mansheim a/k/a Katherine M. Mansheim

Address: 4986 W 60th Terrace
Mission, KS 66205

PIN: KP49000004 0004

Katherine M. Mansheim

Katherine Maria Mansheim a/k/a

Katherine M. Mansheim

Date: October 3, 2018

STATE OF) Kansas

) ss.

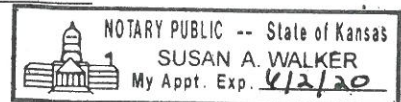
COUNTY OF) Johnson

Subscribed and sworn to before me this 3rd day of October, 2018,

by Susan A. Walker

NOTARY PUBLIC

My commission expires: 6/2/2020



Owner(s): Linda Ackerman a/k/a Linda L. Ackerman

Address: 4988 W 60th Terrace
Mission, KS 66205

PIN: KP49000004 0003

Linda Ackerman
Linda Ackerman
Date: 11-12-2018

STATE OF Kansas

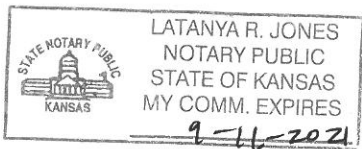
) ss.

COUNTY OF Johnson

Subscribed and sworn to before me this 12th day of November, 2018,
for by Linda Ackerman by Latanya R. Jones.

Latanya R. Jones
NOTARY PUBLIC

My commission expires: 9-11-2021



Owner(s): Chin Yu Emmy Chen and Lawrence Lapyin Chan

Address: 4990 W 60th Terrace
Mission, KS 66205

PIN: KP49000004 0002

Chin Yu Chen
Chin Yu Emmy Chen

Lawrence Chan
Lawrence Lapyin Chan

Date: 9-20-18

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

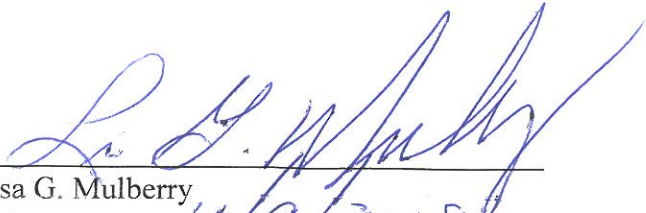
Subscribed and sworn to before me this 20 day of September, 2018
by CHIN YU, EMMY CHEN & LAWRENCE CHAN

Nilo Fanska
NOTARY PUBLIC

My commission expires: 12-29-2020

NILO FANSKA
Notary Public
State of Kansas
My Appt. Expires: 12-29-2020

Owner(s): Lisa G. Mulberry
Address: 4992 W 60th Terrace
Mission, KS 66205
PIN: KP49000004 0001



Lisa G. Mulberry
Date: 11/9/2018

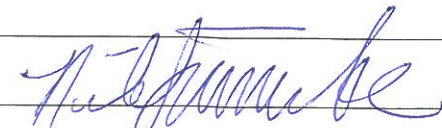
STATE OF KS)

) ss.

COUNTY OF Johnson

Subscribed and sworn to before me this 9 day of November, 2018

by Lisa Mulberry



NOTARY PUBLIC

My commission expires: 12-29-2020

NILO FANSKA
Notary Public
State of Kansas
My Appt. Expires: 12-29-2020

Owner(s): Roeland Court Homes Association, Inc.

Address: Common Ground
Mission, Kansas

Mailing Address: PO Box 446
Mission, KS 66201

PIN: KP49000000 00CA

Roeland Court Homes Association, Inc.

By: Sheldon L. Buc1
Printed Name: Sheldon L. Buc1
Title: RCHA President.
Date: 10/24/2018

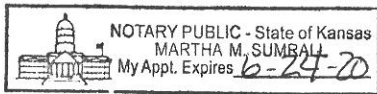
STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

Subscribed and sworn to before me this 24th day of October, 2018

by Sheldon Buc1



Martha M. Sumbal

NOTARY PUBLIC

My commission expires: 6-24-20

EXHIBIT A

Lots 1 through 5, inclusive, Block 1; Lots 1 through 5, inclusive, Block 2; Lots 1 through 5, inclusive, Block 3; and Lots 1 through 5, inclusive, Block 4, ROELAND COURT, a subdivision in the City of Mission, Johnson County, Kansas.

And

The "Common Ground" as shown on the Plat of ROELAND COURT, a subdivision in the City of Mission, Johnson County, Kansas, which Plat was recorded on the 25th day of November, 1986 in the Office of the Register of Deeds of Johnson County, Kansas in Plat Book 64, at Page 26.

Roeland Court Townhomes



EXHIBIT B

EXHIBIT C

Roeland Court Townhomes Site Improvements
 Potental Costs based on Concept Site Design
 City of Mission

Bid Item	Item Description	Quantity	Unit	Unit Cost	Project Cost	City of Mission %	City of Mission Cost	HOA Percentage	HOA Cost
	Mobilization	1	LS	\$50,000	\$50,000	60%	\$30,000	40%	\$20,000
	Construction Staking	1	LS	\$2,500	\$2,500	50%	\$1,250	50%	\$1,250
	Traffic Control	1	LS	\$2,500	\$2,500	50%	\$1,250	50%	\$1,250
	Gravel Construction Entrance	2	Ea	\$1,583	\$3,166	50%	\$1,583	50%	\$1,583
	Remove & Store Concrete Barrier	10	Ea	\$490	\$4,900	0%	\$0	100%	\$4,900
	4' Temporary Fencing	350	LF	\$4	\$1,400	0%	\$0	100%	\$1,400
	Vegetation Clearing and Grubbing	16000	SF	\$2	\$32,000	50%	\$16,000	50%	\$16,000
	Remove & Dispose 8" Asphalt	3000	SF	\$4	\$12,000	0%	\$0	100%	\$12,000
	Remove & Dispose Flumes, Curbs and Sidewalk	441	SF	\$1	\$441	0%	\$0	100%	\$441
	Excavation and Haul Off Unsuitable Soil	1863	CY	\$55	\$102,478	50%	\$51,239	50%	\$51,239
	4" Underdrain	500	LF	\$10	\$5,000	50%	\$2,500	50%	\$2,500
	Granular Backfill	1157	CY	\$52	\$60,176	100%	\$60,176	0%	\$0
	Biaxial Geogrid	1667	SY	\$5	\$8,333	100%	\$8,333	0%	\$0
	Big Block Retaining Wall	3030	SFF	\$75	\$227,250	100%	\$227,250	0%	\$0
	Heavy Riprap	98	CY	\$115	\$11,308	100%	\$11,308	0%	\$0
	Compaction of Imported Fills	694	CY	\$60	\$41,667	40%	\$16,667	60%	\$25,000
	Concrete Flume	174	SF	\$12	\$2,088	0%	\$0	100%	\$2,088
	Concrete Curb and Gutter	356	LF	\$24	\$8,544	0%	\$0	100%	\$8,544
	12" AB-3 Pavement Subgrade	861	SY	\$24	\$20,661	0%	\$0	100%	\$20,661
	6" Asphalt Base	789	SY	\$24	\$18,933	0%	\$0	100%	\$18,933
	2" Asphalt Surface	867	SY	\$11	\$9,533	0%	\$0	100%	\$9,533
	5' Concrete Sidewalk	225	SF	\$6	\$1,350	50%	\$675	50%	\$675
	Reset Landscaping Blocks	60	SFF	\$45	\$2,700	0%	\$0	100%	\$2,700
	6' Wood Fence	310	LF	\$25	\$7,750	0%	\$0	100%	\$7,750
	12" Imported Topsoil	363	CY	\$50	\$18,148	60%	\$10,889	40%	\$7,259
	Mulching / Seeding	9500	SF	\$2	\$19,000	60%	\$11,400	40%	\$7,600
	8" Straw Waddles	250	LF	\$11	\$2,750	60%	\$1,650	40%	\$1,100
	2" Caliper Landscaping Tree	20	Ea	\$400	\$8,000	0%	\$0	100%	\$8,000
	Construction Subtotal				\$684,577	66%	\$452,170	34%	\$232,407

EXHIBIT C

Survey, Engineering and Permitting Services	15%	\$102,687	\$102,687	60%	\$61,612	40%	\$41,075
Geotechnical Services (5%)	5%	\$34,229	\$34,229	50%	\$17,114	50%	\$17,114
Construction Observation Services (8%)	8%	\$54,766	\$54,766	60%	\$32,860	40%	\$21,906
Consultant Services Subtotal			\$191,682	58%	\$111,586	42%	\$80,096
Contingency	10%		\$87,626	64%	\$56,376	36%	\$31,250
TOTAL ESTIMATED COST			\$963,885	64%	\$620,132	36%	\$343,753

EXHIBIT D

Tax Property ID	Owner 1	Property Address	Total Assessment	Annual Assessment
KP49000001 0005	DRUSSELL, ALICE MAUREEN	4954 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000001 0004	BROOKWOOD INVESTORS LP	4956 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000001 0003	MCLELLAND, AMY E.	4958 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000001 0002	GILLISPIE, CYNTHIA ROURKE	4960 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000001 0001	DONOHUE, GERALD J JR	4962 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000002 0005	BRECHT, MARY J.	4964 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000002 0004	BILLINGER, ALEXANDRA ANN	4966 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000002 0003	BURCHAM, JOHN W.	4968 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000002 0002	BEACHNER, JANE A	4970 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000002 0001	POSTLEWAIT, JANET	4972 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000003 0005	BUCL, SHELDON L	4974 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000003 0004	BROOKWOOD INVESTORS LP	4976 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000003 0003	MOLLE, NORMA J.	4978 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000003 0002	MAI, MARILYN Q. TRUSTEE	4980 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000003 0001	PORRO, BARBARA C	4982 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000004 0005	HUBBARD, PETER	4984 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000004 0004	MANSHEIM, KATHERINE MARIA	4986 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000004 0003	ACKERMAN, LINDA	4988 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000004 0002	CHEN, CHIN YU EMMY	4990 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27
KP49000004 0001	MULBERRY, LISA G.	4992 W 60TH TER MISSION, KS 66205	\$ 17,188.00	\$ 781.27



Date: November 8, 2018

To: Mayor and City Council

From: Laura Smith, City Administrator

RE: Roeland Court Townhomes Subsidence - Issue Summary and Recommended Solutions

On August 21-22, 2017, a subsidence of the parking lot/parking area of the Roeland Court Homes Association (RCHA) occurred. Since that occurrence, City staff have been working with the residents, consultants and engineers to address the situation. After more than a year of investigation, conversation and a desire to effectively solve the problem, a cooperative solution is ready for Council review and consideration.

Detailed below is a bulleted summary which provides a brief overview and recap of the issues identified and actions taken since August 21-22, 2017.

- The City of Mission was contacted early on the morning of August 22, and both Police and Public Works staff responded to assess damage which had occurred on the property. Both worked to assist in getting resident vehicles located in the rear garages safely relocated to the street. (See photos included as Attachment A.)
- Shortly after the event occurred, it was also discovered that the sanitary sewer main behind the residences had been damaged and that Johnson County Wastewater (JCW) had to temporarily reroute the sewer with a by-pass pump.
- The City contracted with GBA to review and evaluate the failure in an effort to determine the potential cause of the subsidence. A report was presented to the City and shared with Board Members of the RCHA on September 7, 2017. Collectively, the professional opinions of both GBA and Terracon were that the subsidence was likely caused by fill material under the parking lot which contained a mixture of clay, asphalt fragments and wood pieces, and was not placed with uniform compactions. A copy of the complete GBA report is included with this summary.
- Members of the City staff and City Council placed numerous phone calls and pursued several potential leads for emergency funding which might be available to assist the RCHA in repairing the subsidence. To date no outside funding sources have been identified.



-
- Members of City staff, City Council, JCW and RCHA residents met on October 11, 2017 to review potential causes and remedies to address the subsidence. Specifically, the City's Rock Creek Channel Project and its connections and/or relevance to the subsidence were reviewed and discussed. Copies of the Preliminary Engineering Study (PES) completed by GBA for this project were made available to residents of the RCHA. The City also shared an Engineer's Opinion of Probable Cost developed by GBA for total repairs which was estimated at \$782,936 (including \$330,000 in JCW sanitary sewer costs).
 - JCW designed and constructed repairs to the sanitary sewer line. They advised both the property owners and the City that their repair project would only go as far (with respect to site restoration) as was necessary to install and protect their sanitary sewer main. JCW completed their repairs/restoration in late November/early December 2017.
 - Following completion of the JCW work, City staff assisted Sheldon Bucl, RCHA President, in coordinating the installation of rock, gravel and barricades to provide a temporary driving surface which would allow residents to have access their garages which are located in the rear of the buildings.
 - Staff stayed in frequent (2-3 times a month) contact with representatives of the RCHA, most regularly with Mr. Bucl, discussing the reviews and conversations the association was having with engineers and others regarding repairs and long-term solutions.
 - On April 6, staff, Mayor, City consultants and JCW representatives met with members of the RCHA Board, other homeowners, and the engineer working with the association to review the report and findings that had been presented to the RCHA Board. City staff and consultants committed to an in-depth review of the report.
 - At a follow-up meeting on May 24, the City and the RCHA acknowledged that there would likely continue to be fundamental differences in the findings of each group regarding the cause(s) of the subsidence. The City and RCHA Board agreed that a decision needed to be made regarding whether a resolution would be sought through legal channels, or if there was an opportunity to explore a cooperative solution.
 - Over the summer months City staff worked with GBA to finalize cost sharing estimates and explored the possibility of creating a Community Improvement District (CID). A CID would allow a special assessment component to be activated to allow property owners a longer period of time over which to repay repair costs. Before a CID could be considered by the City Council, the RCHA would have to guarantee that property owners



representing at least 55% of the land area within the proposed district and 55% of the assessed valuation within the proposed district would sign the CID petition.

- The RCHA Board presented this solution to their membership in late August/early September and the City held a meeting for the RCHA on September 20, 2018. City staff presented the draft CID petition and provided signature pages at that meeting.
- As of November 1, 2018, the RCHA has exceeded the land area/assessed valuation requirements and is ready to submit a petition to the Mission Governing Body.

At the November 14 Finance and Administration Committee meeting, staff will summarize and review the history of this project and will detail recommended next steps to continue working toward that cooperative/collaborative solution. The conversation at the meeting will also include discussion surrounding the larger Rock Creek Channel Project that was previously submitted to Johnson County Stormwater Management Advisory Council (SMAC).

ATTACHMENT A



City of Mission	Item Number:	7c.
ACTION ITEM SUMMARY	Date:	November 30, 2018
Administration	From:	Laura Smith

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

RE: Approval of contracts with the cities of Roeland Park, Fairway, Westwood, and Mission Woods to provide animal control services beginning January 1, 2019.

RECOMMENDATION: Approve the individual contracts with the cities of Roeland Park, Fairway, Westwood and Mission Woods to provide animal control services beginning January 1, 2019.

DETAILS: In May 1983, the cities of Fairway, Mission, Mission Woods, Roeland Park, Westwood, and Westwood Hills entered into an agreement to create the Northeast Animal Control Commission (NEACC). Since its formation, each member city has made an annual per capita contribution based on population figures established by the State, with all funds used exclusively to support the operation of NEACC.

In recent years, NEACC members have engaged in ongoing conversations regarding the quality and level of services received compared to costs. Various members have expressed a desire to leave the Commission and/or explore alternative service delivery methods. All six cities committed to the current agreement through the end of 2018 as alternatives were explored on a timeline that would allow each city's respective Governing Body to make decisions for the 2019 Budget.

After careful evaluation, Mission believed our residents would be better served if animal control services were provided in-house through hiring Community Service Officers (CSOs). These CSOs would not only provide animal control services, but a number of other peripheral functions within the Police Department as well. This recommendation was included in the 2019 Budget approved by the City Council in August 2018.

Recognizing that Mission's exit from NEACC would have a significant financial impact for the other NEACC cities, the City committed to offering animal control services to other current NEACC members on a contractual basis. Contract documents were developed and reviewed by all current NEACC member cities, and the respective Governing Bodies of Roeland Park, Fairway, Westwood and Mission Woods have all approved contracts to become effective January 1, 2019.

These contracts are now ready for review and approval by Mission's City Council. Staff will be seeking authority to execute the contract documents as presented.

Following the committee meeting, the City of Westwood Hills delivered their approved contract for approval by the City of Mission. This contract is included in the packet for consideration along with those from Fairway, Roeland Park, Westwood, and Mission Woods.

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

City of Mission	Item Number:	7c.
ACTION ITEM SUMMARY	Date:	November 30, 2018
Administration	From:	Laura Smith

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

CFAA CONSIDERATIONS/IMPACTS: NA

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

ANIMAL CONTROL SERVICES AGREEMENT

THIS AGREEMENT, is entered into this ____ day of _____, 2018, between the City of Mission, Kansas, a municipal corporation, hereinafter referred to as “Mission,” and the City of Fairway, Kansas, a municipal corporation, hereinafter referred to as Fairway.

WHEREAS, Mission and Fairway share many of the same challenges and concerns related to the provision of animal control services; and

WHEREAS, effective January 1, 2019 Mission will no longer participate as a member of the North East Animal Control Commission (“NEACC”) and will provide animal control services in-house through the use of Community Service Officers (“CSOs”); and

WHEREAS, Mission is willing to partner with other former NEACC member cities to offer animal control services on a contractual basis annually; and

WHEREAS, Fairway desires to engage the services of Mission for the purpose of providing animal control services; and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorize the parties to enter into an agreement with each other for the performance of a governmental service, activity, or undertaking; and

WHEREAS, Mission and Fairway agree to accept the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the parties hereto agree as follows:

A. Purpose. The parties hereto enter into this Agreement for the purpose of establishing the terms and conditions upon which Mission will provide certain animal control services to Fairway and upon which Fairway will share in the costs of such services and equipment.

B. Services Provided. Mission shall furnish to Fairway certain animal control services. For purposes of this Agreement, “Animal Control” shall mean enforcement of the animal control ordinances of Fairway regarding the pick-up, housing, placement, or impound, either temporary or permanent, of abandoned, abused, ill, injured, neglected, unwanted or at-large domestic or wild animals and the removal of certain dead animals. “Enforcement” shall mean fulfillment of the requirements of Fairway regarding pick-up and care of domestic or wild or running-at-large animals as described under their Code. Service delivery methods and any additional services desired by Fairway and agreed to by Mission are outlined in Exhibit A.

C. **Animal Control Ordinances.** It shall be the responsibility of Fairway to notify Mission immediately upon effective date of any changes to ordinances impacting animal control regulations in Fairway.

D. **Program Review and Analysis.** Mission and Fairway mutually agree that regular service delivery standards, including response times, were not tracked by NEACC. In order to better evaluate service delivery expectations, Mission will conduct an initial review and analysis of the services, including response times, in June 2019. Results of the analysis will be shared individually with Fairway as well as collectively with all cities currently contracting with Mission for animal control services. Adjustments to the services and pricing outlined in Exhibit A may be considered and implemented following mutual agreement of the parties. Thereinafter, an annual review of the program and services will be conducted each year in anticipation of contract renewal discussions.

E. **Pricing Structure.** The estimated costs of services and equipment to be provided under this Agreement were established through a proposed budget for 2019, mutually reviewed and agreed to by Fairway and the other participating former NEACC members. The budget and methodology used to establish the per call fee for 2019 is included as Exhibit B. The parties recognize that the actual costs for the items furnished may differ from those estimated. Fairway agrees to share in the costs of those services as billed to Fairway by Mission and due by March 1 of each year during the term of this agreement.

F. **Additional Services.** In addition to the response to animal control calls, Fairway may request additional services of a similar or related nature to be provided by Mission under this Agreement. In the event such services are requested and can be provided, Fairway agrees to share in the costs of such additional services, which may be purchased in fifty (50) hour increments in accordance with the terms outlined in Exhibit A

G. **Reports.** The Chief of Police of Mission shall, at least quarterly, submit to Fairway a complete written report of the animal control services provided. An annual report shall be provided no later than July 1 of each calendar year.

H. **Effective Date and Duration.** The initial term of this Agreement is January 1, 2019, through December 31, 2019, and this Agreement shall be automatically renewed utilizing the then current Attachment A, as updated from the June review process described in Section D above, unless Fairway provides notice of nonrenewal to Mission prior to October 1 of the then current calendar year. Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

2. This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
3. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
5. Neither party shall assign, transfer, convey, subcontract, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) counterparts by their duly authorized representatives and made effective the day and year first above written.

THE CITY OF MISSION, KANSAS

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

Martha Sumrall, City Clerk


APPROVED AS TO FORM:

David K. Martin, City Attorney

THE CITY OF Fairway, KANSAS

By: 
Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:

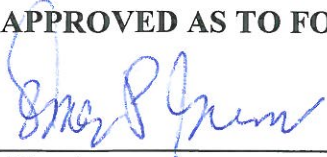

City Attorney

EXHIBIT A
SERVICES AND COSTS

Pursuant to the terms and conditions outlined in the Agreement and the associated Exhibits, Mission agrees to provide the following animal control services to Fairway:

1. Response to animal control related calls provided by two Community Service Officers assigned to shifts as follows:

CSO1	Monday – Friday	7 a.m. to 3 p.m.
CSO2	Tuesday – Friday	3 p.m. to 11 p.m.
	Saturday	9 a.m. to 5 p.m.

2. Animal control calls received outside these hours will be handled by Fairway’s law enforcement personnel or others designated by Fairway. Fairway’s law enforcement personnel will also handle animal control calls in the event that shift coverage as outlined above is not available due to holiday schedules or other approved leave time.
3. Mission will use its best efforts to ensure that 90 percent of high priority calls are responded to by a CSO during regular CSO service hours on the day such call is received within 20 minutes of dispatch. High priority calls include those calls that pose an emergent danger to the community including:
 - a. animal bites;
 - b. vicious dogs;
 - c. injured animals;
 - d. police assist calls (police officer on scene requesting assistance from a CSO); and
 - e. animal cruelty.
4. Lower priority calls include all calls that are not high priority calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching a CSO as necessary. Lower priority calls are non-emergent requests for service, including but not limited to:
 - a. patrol request – CSO requested to patrol a specific area due to possible code violations;
 - b. trespass
 - c. stray dog/cat/other animal confined;

EXHIBIT A
SERVICES AND COSTS

- d. barking dog; and
 - e. leash law violation.
5. Fairway will be required to provide for the pick-up and disposal of large dead or injured wildlife through other means.
 6. Mission will not be responsible for providing services or enforcement related to ordinances in Fairway as it may apply to accessory animal (meaning animals other than domesticated dogs and cats, such as chickens or bees) permitting. A specific list of accessory animals which may be included or excluded from the provisions of this agreement shall be addressed annually with Fairway.
 7. Fairway will be required to contribute a base fee of \$1,500 annually in order to receive services as outlined in this Agreement.
 8. In addition to the base fee, Fairway will be invoiced an annual per call fee which will be established based on the costs of providing animal control services to all cities contracting with Mission. Fairway's annual per call fee will be the annual per call rate multiplied by an average of the total animal control calls provided to Fairway in the three previous years. For purposes of this agreement, the service year for purposes of call calculation will be from July 1 through June 30. Fees will be invoiced January 1 of each year and will be due and payable no later than March 1 of each calendar year.
 9. As a part of the annual call calculation outlined above, if a difference in total annual calls greater than +/- 10%, excluding the base fee, occurs, Mission and Fairway agree that a corresponding credit or assessment will be billed at the conclusion of the fiscal year. Any credit may be applied to the next year's annual fees, and an assessment will be due and payable by March 1 of each calendar year.
 10. Pending agreement on the services to be provided, Fairway may purchase additional services (park patrol, etc.) in fifty hour increments at a cost of \$25/hour (2019 rate). Services may be purchased quarterly and the City of Mission will invoice Fairway with payment due 30 days from the date of the invoice. Service hours outside of those outlined in Item 1 above are not available for purchase. The cost of additional service hours will be reviewed and updated annually as a part of the per call rate calculation described in Section 8 above.

EXHIBIT B
ANNUAL PER CALL RATE

For purposes of this Agreement the Annual Per Call Rate for 2019 was established based on the following budget assumptions:

Category	2019 Estimated Budget	Notes:
<u>Personnel</u>		
Salaries	\$ 85,093	2 FT CSO's
Retirement Benefits	\$ 9,321	
Health/Welfare Benefits	\$ 45,780	
Taxes	\$ 6,399	
Sub-total Personnel	\$146,593	
45% of total Personnel	\$ 65,967	Assumes 45% of CSO's time is spent on animal control activities
<u>Contractuals</u>		
Legal/Professional Services	\$ 900	
Vehicle Insurance	\$ 1,672	
Taxes/Licenses	\$ 420	
Training/Education	\$ 1,000	
Animal Sheltering Services	\$ 7,000	
Cellular Phone Service	\$ 1,440	
Dead Animal Incineration	\$ 300	
Sub-total Contractuals	\$ 12,732	
<u>Commodities</u>		
Equipment	\$ 1,000	
Gasoline	\$ 3,480	
Office Supplies	\$ 180	
Vehicle Mtce/Supplies	\$ 1,800	
Sub-total Commodities	\$ 6,460	
<u>Capital</u>		
Truck	\$ 10,000	
Sub-total Capital	\$ 10,000	
Total Animal Control Expenses	\$ 95,159	

EXHIBIT B
ANNUAL PER CALL RATE

City	3 Year Call Average
Fairway	121
Mission	437
Mission Woods	8
Roeland Park	316
Westwood	82
Westwood Hills	16
Total all cities	980

1. Total annual calls (3 year average) for all NEACC members = 980
2. The per call rate was established by dividing the total animal control expenses by the three year call average for all NEACC cities. The per call rate was \$97/call which was rounded up to \$100
3. In each subsequent year, actual costs will be updated to establish a new annual per call rate.

ANIMAL CONTROL SERVICES AGREEMENT

THIS AGREEMENT, is entered into this 5th day of December , 2018, between the City of Mission, Kansas, a municipal corporation, hereinafter referred to as “Mission,” and the City of Mission Woods, a municipal corporation, hereinafter referred to as City of Mission Woods.

WHEREAS, Mission and City of Mission Woods share many of the same challenges and concerns related to the provision of animal control services; and

WHEREAS, effective January 1, 2019 Mission will no longer participate as a member of the North East Animal Control Commission (“NEACC”) and will provide animal control services in-house through the use of Community Service Officers (“CSOs”); and

WHEREAS, Mission is willing to partner with other former NEACC member cities to offer animal control services on a contractual basis annually; and

WHEREAS, The City of Mission Woods desires to engage the services of Mission for the purpose of providing animal control services; and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorize the parties to enter into an agreement with each other for the performance of a governmental service, activity, or undertaking; and

WHEREAS, Mission and the City of Mission Woods agree to accept the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the parties hereto agree as follows:

A. Purpose. The parties hereto enter into this Agreement for the purpose of establishing the terms and conditions upon which Mission will provide certain animal control services to the City of Mission Woods and upon which City of Mission Woods will share in the costs of such services and equipment.

B. Services Provided. Mission shall furnish to City of Mission Woods certain animal control services. For purposes of this Agreement, “Animal Control” shall mean enforcement of the animal control ordinances of City of Mission Woods regarding the pick-up, housing, placement, or impound, either temporary or permanent, of abandoned, abused, ill, injured, neglected, unwanted or at-large domestic or wild animals and the removal of certain dead animals. “Enforcement” shall mean fulfillment of the requirements of City of Mission Woods regarding pick-up and care of domestic or wild or running-at-large animals as described under their Code. Service delivery methods and any

additional services desired by City of Mission Woods and agreed to by Mission are outlined in Exhibit A.

C. **Animal Control Ordinances.** It shall be the responsibility of City of Mission Woods to notify Mission immediately upon effective date of any changes to ordinances impacting animal control regulations in the City of Mission Woods.

D. **Program Review and Analysis.** Mission and the City of Mission Woods mutually agree that regular service delivery standards, including response times, were not tracked by NEACC. In order to better evaluate service delivery expectations, Mission will conduct an initial review and analysis of the services, including response times, in June 2019. Results of the analysis will be shared individually with the City of Mission Woods as well as collectively with all cities currently contracting with Mission for animal control services. Adjustments to the services and pricing outlined in Exhibit A may be considered and implemented following mutual agreement of the parties. Thereinafter, an annual review of the program and services will be conducted each year in anticipation of contract renewal discussions.

E. **Pricing Structure.** The estimated costs of services and equipment to be provided under this Agreement were established through a proposed budget for 2019, mutually reviewed and agreed to by the City of Mission Woods and the other participating former NEACC members. The budget and methodology used to establish the per call fee for 2019 is included as Exhibit B. The parties recognize that the actual costs for the items furnished may differ from those estimated. The City of Mission Woods agrees to share in the costs of those services as billed to the City of Mission Woods by Mission and due by March 1 of each year during the term of this agreement.

F. **Additional Services.** In addition to the response to animal control calls, the City of Mission Woods may request additional services of a similar or related nature to be provided by Mission under this Agreement. In the event such services are requested and can be provided, the City of Mission Woods agrees to share in the costs of such additional services, which may be purchased in fifty (50) hour increments in accordance with the terms outlined in Exhibit A

G. **Reports.** The Chief of Police of Mission shall, at least quarterly, submit to the City of Mission Woods a complete written report of the animal control services provided. An annual report shall be provided no later than July 1 of each calendar year.

H. **Effective Date and Duration.** The initial term of this Agreement is January 1, 2019, through December 31, 2019, and this Agreement shall be automatically renewed utilizing the then current Attachment A, as updated from the June review process described in Section D above, unless the City of Mission Woods provides notice of nonrenewal to Mission prior to October 1 of the then current

2. This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
3. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
5. Neither party shall assign, transfer, convey, subcontract, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) counterparts by their duly authorized representatives and made effective the day and year first above written.

THE CITY OF MISSION, KANSAS

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

Martha Sumrall, City Clerk

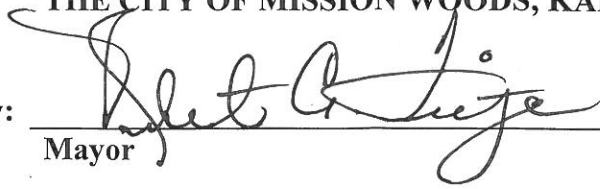
APPROVED AS TO FORM:

David K. Martin, City Attorney

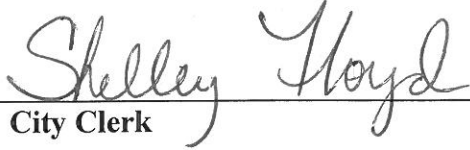
THE CITY OF MISSION WOODS, KANSAS

By:

Mayor

A handwritten signature in cursive script, appearing to read "Dale A. Lige", written over a horizontal line.

ATTEST:

A handwritten signature in cursive script, appearing to read "Shelley Boyd", written over a horizontal line.

City Clerk

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "C. Querson", written over a horizontal line.

City Attorney

**EXHIBIT A
SERVICES AND COSTS**

Pursuant to the terms and conditions outlined in the Agreement and the associated Exhibits, Mission agrees to provide the following animal control services to the City of Mission Woods:

1. Response to animal control related calls provided by two Community Service Officers assigned to shifts as follows:

CSO1	Monday – Friday	7 a.m. to 3 p.m.
CSO2	Tuesday – Friday	3 p.m. to 11 p.m.
	Saturday	9 a.m. to 5 p.m.

2. Animal control calls received outside these hours will be handled by the City of Mission Woods’s law enforcement personnel or others designated by the City of Mission Woods’s law enforcement personnel will also handle animal control calls in the event that shift coverage as outlined above is not available due to holiday schedules or other approved leave time.
3. Mission will use its best efforts to ensure that 90 percent of high priority calls are responded to by a CSO during regular CSO service hours on the day such call is received within 20 minutes of dispatch. High priority calls include those calls that pose an emergent danger to the community including:
 - a. animal bites;
 - b. vicious dogs;
 - c. injured animals;
 - d. police assist calls (police officer on scene requesting assistance from a CSO); and
 - e. animal cruelty.
4. Lower priority calls include all calls that are not high priority calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching a CSO as necessary. Lower priority calls are non-emergent requests for service, including but not limited to:
 - a. patrol request – CSO requested to patrol a specific area due to possible code violations;
 - b. trespass
 - c. stray dog/cat/other animal confined;

EXHIBIT A
SERVICES AND COSTS

- d. barking dog; and
 - e. leash law violation.
5. The City of Mission Woods will be required to provide for the pick-up and disposal of large dead or injured wildlife through other means.
 6. Mission will not be responsible for providing services or enforcement related to ordinances in the City of Mission Woods as it may apply to accessory animal (meaning animals other than domesticated dogs and cats, such as chickens or bees) permitting. A specific list of accessory animals which may be included or excluded from the provisions of this agreement shall be addressed annually with the City of Mission Woods.
 7. The City of Mission Woods will be required to contribute a base fee of \$1,500 annually in order to receive services as outlined in this Agreement.
 8. In addition to the base fee, the City of Mission Woods will be invoiced an annual per call fee which will be established based on the costs of providing animal control services to all cities contracting with Mission. The City of Mission Wood's annual per call fee will be the annual per call rate multiplied by an average of the total animal control calls provided to the City of Mission Woods in the three previous years. For purposes of this agreement, the service year for purposes of call calculation will be from July 1 through June 30. Fees will be invoiced January 1 of each year and will be due and payable no later than March 1 of each calendar year.
 9. As a part of the annual call calculation outlined above, if a difference in total annual calls greater than +/- 10%, excluding the base fee, occurs, Mission and the City of Mission Woods agree that a corresponding credit or assessment will be billed at the conclusion of the fiscal year. Any credit may be applied to the next year's annual fees, and an assessment will be due and payable by March 1 of each calendar year.
 10. Pending agreement on the services to be provided, the City of Mission Woods may purchase additional services (park patrol, etc.) in fifty hour increments at a cost of \$25/hour (2019 rate). Services may be purchased quarterly and the City of Mission will invoice the City of Mission Woods with payment due 30 days from the date of the invoice. Service hours outside of those outlined in Item 1 above are not available for purchase. The cost of additional service hours will

be reviewed and updated annually as a part of the per call rate calculation described in Section 8 above.

**EXHIBIT B
ANNUAL PER CALL RATE**

For purposes of this Agreement the Annual Per Call Rate for 2019 was established based on the following budget assumptions:

Category	2019 Estimated Budget	Notes:
<u>Personnel</u>		
Salaries	\$ 85,093	2 FT CSO's
Retirement Benefits	\$ 9,321	
Health/Welfare Benefits	\$ 45,780	
Taxes	\$ 6,399	
Sub-total Personnel	\$146,593	
45% of total Personnel	\$ 65,967	Assumes 45% of CSO's time is spent on animal control activities
<u>Contractuals</u>		
Legal/Professional Services	\$ 900	
Vehicle Insurance	\$ 1,672	
Taxes/Licenses	\$ 420	
Training/Education	\$ 1,000	
Animal Sheltering Services	\$ 7,000	
Cellular Phone Service	\$ 1,440	
Dead Animal Incineration	\$ 300	
Sub-total Contractuals	\$ 12,732	
<u>Commodities</u>		
Equipment	\$ 1,000	
Gasoline	\$ 3,480	
Office Supplies	\$ 180	
Vehicle Mtce/Supplies	\$ 1,800	
Sub-total Commodities	\$ 6,460	
<u>Capital</u>		
Truck	\$ 10,000	
Sub-total Capital	\$ 10,000	
Total Animal Control Expenses	\$ 95,159	

EXHIBIT B
ANNUAL PER CALL RATE

City	3 Year Call Average
Fairway	121
Mission	437
Mission Woods	8
Roeland Park	316
Westwood	82
Westwood Hills	16
Total all cities	980

1. Total annual calls (3 year average) for all NEACC members = 980
2. The per call rate was established by dividing the total animal control expenses by the three year call average for all NEACC cities. The per call rate was \$97/call which was rounded up to \$100
3. In each subsequent year, actual costs will be updated to establish a new annual per call rate.

ANIMAL CONTROL SERVICES AGREEMENT

THIS AGREEMENT, is entered into this ____ day of _____, 2018, between the City of Mission, Kansas, a municipal corporation, hereinafter referred to as “Mission,” and the City of Roeland Park, a municipal corporation, hereinafter referred to as Roeland Park.

WHEREAS, Mission and Roeland Park share many of the same challenges and concerns related to the provision of animal control services; and

WHEREAS, effective January 1, 2019 Mission will no longer participate as a member of the North East Animal Control Commission (“NEACC”) and will provide animal control services in-house through the use of Community Service Officers (“CSOs”); and

WHEREAS, Mission is willing to partner with other former NEACC member cities to offer animal control services on a contractual basis annually; and

WHEREAS, Roeland Park desires to engage the services of Mission for the purpose of providing animal control services; and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorize the parties to enter into an agreement with each other for the performance of a governmental service, activity, or undertaking; and

WHEREAS, Mission and Roeland Park agree to accept the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the parties hereto agree as follows:

A. Purpose. The parties hereto enter into this Agreement for the purpose of establishing the terms and conditions upon which Mission will provide certain animal control services to Roeland Park and upon which Roeland Park will share in the costs of such services and equipment.

B. Services Provided. Mission shall furnish to Roeland Park certain animal control services. For purposes of this Agreement, “Animal Control” shall mean enforcement of the animal control ordinances of Roeland Park regarding the pick-up, housing, placement, or impound, either temporary or permanent, of abandoned, abused, ill, injured, neglected, unwanted or at-large domestic or wild animals and the removal of certain dead animals. “Enforcement” shall mean fulfillment of the requirements of Roeland Park regarding pick-up and care of domestic or wild or running-at-large animals as described under their Code. Service delivery methods and any additional services desired by Roeland Park and agreed to by Mission are outlined in Exhibit A.

C. **Animal Control Ordinances.** It shall be the responsibility of Roeland Park to notify Mission immediately upon effective date of any changes to ordinances impacting animal control regulations in Roeland Park.

D. **Program Review and Analysis.** Mission and Roeland Park mutually agree that regular service delivery standards, including response times, were not tracked by NEACC. In order to better evaluate service delivery expectations, Mission will conduct an initial review and analysis of the services, including response times, in June 2019. Results of the analysis will be shared individually with Roeland Park as well as collectively with all cities currently contracting with Mission for animal control services. Adjustments to the services and pricing outlined in Exhibit A may be considered and implemented following mutual agreement of the parties. Thereinafter, an annual review of the program and services will be conducted each year in anticipation of contract renewal discussions.

E. **Pricing Structure.** The estimated costs of services and equipment to be provided under this Agreement were established through a proposed budget for 2019, mutually reviewed and agreed to by Roeland Park and the other participating former NEACC members. The budget and methodology used to establish the per call fee for 2019 is included as Exhibit B. The parties recognize that the actual costs for the items furnished may differ from those estimated. Roeland Park agrees to share in the costs of those services as billed to Roeland Park by Mission and due by March 1 of each year during the term of this agreement.

F. **Additional Services.** In addition to the response to animal control calls, Roeland Park may request additional services of a similar or related nature to be provided by Mission under this Agreement. In the event such services are requested and can be provided, Roeland Park agrees to share in the costs of such additional services, which may be purchased in fifty (50) hour increments in accordance with the terms outlined in Exhibit A

G. **Reports.** The Chief of Police of Mission shall, at least quarterly, submit to Roeland Park a complete written report of the animal control services provided. An annual report shall be provided no later than July 1 of each calendar year.

H. **Effective Date and Duration.** The initial term of this Agreement is January 1, 2019, through December 31, 2019, and this Agreement shall be automatically renewed utilizing the then current Attachment A, as updated from the June review process described in Section D above, unless Roeland Park provides notice of nonrenewal to Mission prior to October 1 of the then current calendar year. Either party may terminate this Agreement by giving ninety (90) days written notice to the other

2. This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
3. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
5. Neither party shall assign, transfer, convey, subcontract, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) counterparts by their duly authorized representatives and made effective the day and year first above written.

THE CITY OF MISSION, KANSAS

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

Martha Sumrall, City Clerk

APPROVED AS TO FORM:

David K. Martin, City Attorney

THE CITY OF Roeland Park, KANSAS

By: 

Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

**EXHIBIT A
SERVICES AND COSTS**

Pursuant to the terms and conditions outlined in the Agreement and the associated Exhibits, Mission agrees to provide the following animal control services to Roeland Park:

1. Response to animal control related calls provided by two Community Service Officers assigned to shifts as follows:

CSO1	Monday – Friday	7 a.m. to 3 p.m.
CSO2	Tuesday – Friday	3 p.m. to 11 p.m.
	Saturday	9 a.m. to 5 p.m.

2. Animal control calls received outside these hours will be handled by Roeland Park’s law enforcement personnel or others designated by Roeland Park. Roeland Park’s law enforcement personnel will also handle animal control calls in the event that shift coverage as outlined above is not available due to holiday schedules or other approved leave time.
3. Mission will use its best efforts to ensure that 90 percent of high priority calls are responded to by a CSO during regular CSO service hours on the day such call is received within 20 minutes of dispatch. High priority calls include those calls that pose an emergent danger to the community including:
 - a. animal bites;
 - b. vicious dogs;
 - c. injured animals;
 - d. police assist calls (police officer on scene requesting assistance from a CSO); and
 - e. animal cruelty.
4. Lower priority calls include all calls that are not high priority calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching a CSO as necessary. Lower priority calls are non-emergent requests for service, including but not limited to:
 - a. patrol request – CSO requested to patrol a specific area due to possible code violations;
 - b. trespass
 - c. stray dog/cat/other animal confined;

EXHIBIT A
SERVICES AND COSTS

- d. barking dog; and
 - e. leash law violation.
5. Roeland Park will be required to provide for the pick-up and disposal of large dead or injured wildlife through other means.
 6. Mission will not be responsible for providing services or enforcement related to ordinances in Roeland Park as it may apply to accessory animal (meaning animals other than domesticated dogs and cats, such as chickens or bees) permitting. A specific list of accessory animals which may be included or excluded from the provisions of this agreement shall be addressed annually with Roeland Park.
 7. Roeland Park will be required to contribute a base fee of \$1,500 annually in order to receive services as outlined in this Agreement.
 8. In addition to the base fee, Roeland Park will be invoiced an annual per call fee which will be established based on the costs of providing animal control services to all cities contracting with Mission. Roeland Park's annual per call fee will be the annual per call rate multiplied by an average of the total animal control calls provided to Roeland Park in the three previous years. For purposes of this agreement, the service year for purposes of call calculation will be from July 1 through June 30. Fees will be invoiced January 1 of each year and will be due and payable no later than March 1 of each calendar year.
 9. As a part of the annual call calculation outlined above, if a difference in total annual calls greater than +/- 10%, excluding the base fee, occurs, Mission and Roeland Park agree that a corresponding credit or assessment will be billed at the conclusion of the fiscal year. Any credit may be applied to the next year's annual fees, and an assessment will be due and payable by March 1 of each calendar year.
 10. Pending agreement on the services to be provided, Roeland Park may purchase additional services (park patrol, etc.) in fifty hour increments at a cost of \$25/hour (2019 rate). Services may be purchased quarterly and the City of Mission will invoice Roeland Park with payment due 30 days from the date of the invoice. Service hours outside of those outlined in Item 1 above are not available for purchase. The cost of additional service hours will be reviewed and updated annually as a part of the per call rate calculation described in Section 8 above.

**EXHIBIT B
ANNUAL PER CALL RATE**

For purposes of this Agreement the Annual Per Call Rate for 2019 was established based on the following budget assumptions:

Category	2019 Estimated Budget	Notes:
<u>Personnel</u>		
Salaries	\$ 85,093	2 FT CSO's
Retirement Benefits	\$ 9,321	
Health/Welfare Benefits	\$ 45,780	
Taxes	\$ 6,399	
Sub-total Personnel	\$146,593	
45% of total Personnel	\$ 65,967	Assumes 45% of CSO's time is spent on animal control activities
<u>Contractuals</u>		
Legal/Professional Services	\$ 900	
Vehicle Insurance	\$ 1,672	
Taxes/Licenses	\$ 420	
Training/Education	\$ 1,000	
Animal Sheltering Services	\$ 7,000	
Cellular Phone Service	\$ 1,440	
Dead Animal Incineration	\$ 300	
Sub-total Contractuals	\$ 12,732	
<u>Commodities</u>		
Equipment	\$ 1,000	
Gasoline	\$ 3,480	
Office Supplies	\$ 180	
Vehicle Mtce/Supplies	\$ 1,800	
Sub-total Commodities	\$ 6,460	
<u>Capital</u>		
Truck	\$ 10,000	
Sub-total Capital	\$ 10,000	
Total Animal Control Expenses	\$ 95,159	

EXHIBIT B
ANNUAL PER CALL RATE

City	3 Year Call Average
Fairway	121
Mission	437
Mission Woods	8
Roeland Park	316
Westwood	82
Westwood Hills	16
Total all cities	980

1. Total annual calls (3 year average) for all NEACC members = 980
2. The per call rate was established by dividing the total animal control expenses by the three year call average for all NEACC cities. The per call rate was \$97/call which was rounded up to \$100
3. In each subsequent year, actual costs will be updated to establish a new annual per call rate.

ANIMAL CONTROL SERVICES AGREEMENT

THIS AGREEMENT, is entered into this 8 day of November, 2018, between the City of Mission, Kansas, a municipal corporation, hereinafter referred to as "Mission," and the City of Westwood, a municipal corporation, hereinafter referred to as Westwood.

WHEREAS, Mission and Westwood share many of the same challenges and concerns related to the provision of animal control services; and

WHEREAS, effective January 1, 2019 Mission will no longer participate as a member of the North East Animal Control Commission ("NEACC") and will provide animal control services in-house through the use of Community Service Officers ("CSOs"); and

WHEREAS, Mission is willing to partner with other former NEACC member cities to offer animal control services on a contractual basis annually; and

WHEREAS, Westwood desires to engage the services of Mission for the purpose of providing animal control services; and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorize the parties to enter into an agreement with each other for the performance of a governmental service, activity, or undertaking; and

WHEREAS, Mission and Westwood agree to accept the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the parties hereto agree as follows:

A. Purpose. The parties hereto enter into this Agreement for the purpose of establishing the terms and conditions upon which Mission will provide certain animal control services to Westwood and upon which Westwood will share in the costs of such services and equipment.

B. Services Provided. Mission shall furnish to Westwood certain animal control services. For purposes of this Agreement, "Animal Control" shall mean enforcement of the animal control ordinances of Westwood regarding the pick-up, housing, placement, or impound, either temporary or permanent, of abandoned, abused, ill, injured, neglected, unwanted or at-large domestic or wild animals and the removal of certain dead animals. "Enforcement" shall mean fulfillment of the requirements of Westwood regarding pick-up and care of domestic or wild or running-at-large animals as described under their Code. Service delivery methods and any additional services desired by Westwood and agreed to by Mission are outlined in Exhibit A.

C. **Animal Control Ordinances.** It shall be the responsibility of Westwood to notify Mission immediately upon effective date of any changes to ordinances impacting animal control regulations in Westwood.

D. **Program Review and Analysis.** Mission and Westwood mutually agree that regular service delivery standards, including response times, were not tracked by NEACC. In order to better evaluate service delivery expectations, Mission will conduct an initial review and analysis of the services, including response times, in June 2019. Results of the analysis will be shared individually with Westwood as well as collectively with all cities currently contracting with Mission for animal control services. Adjustments to the services and pricing outlined in Exhibit A may be considered and implemented following mutual agreement of the parties. Thereinafter, an annual review of the program and services will be conducted each year in anticipation of contract renewal discussions.

E. **Pricing Structure.** The estimated costs of services and equipment to be provided under this Agreement were established through a proposed budget for 2019, mutually reviewed and agreed to by Westwood and the other participating former NEACC members. The budget and methodology used to establish the per call fee for 2019 is included as Exhibit B. The parties recognize that the actual costs for the items furnished may differ from those estimated. Westwood agrees to share in the costs of those services as billed to Westwood by Mission and due by March 1 of each year during the term of this agreement.

F. **Additional Services.** In addition to the response to animal control calls, Westwood may request additional services of a similar or related nature to be provided by Mission under this Agreement. In the event such services are requested and can be provided, Westwood agrees to share in the costs of such additional services, which may be purchased in fifty (50) hour increments in accordance with the terms outlined in Exhibit A

G. **Reports.** The Chief of Police of Mission shall, at least quarterly, submit to Westwood a complete written report of the animal control services provided. An annual report shall be provided no later than July 1 of each calendar year.

H. **Effective Date and Duration.** The initial term of this Agreement is January 1, 2019, through December 31, 2019, and this Agreement shall be automatically renewed utilizing the then current Attachment A, as updated from the June review process described in Section D above, unless Westwood provides notice of nonrenewal to Mission prior to October 1 of the then current calendar year. Either party may terminate this Agreement by giving ninety (90) days written notice to the other

2. This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
3. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
5. Neither party shall assign, transfer, convey, subcontract, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) counterparts by their duly authorized representatives and made effective the day and year first above written.

THE CITY OF MISSION, KANSAS

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

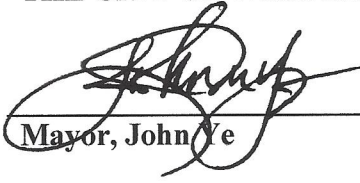
Martha Sumrall, City Clerk

APPROVED AS TO FORM:

David K. Martin, City Attorney

THE CITY OF Westwood, KANSAS

By:



Mayor, John Ye

ATTEST:



City Clerk, Fred Sherman

APPROVED AS TO FORM:



City Attorney, Ryan Denk

EXHIBIT A
SERVICES AND COSTS

Pursuant to the terms and conditions outlined in the Agreement and the associated Exhibits, Mission agrees to provide the following animal control services to Westwood:

1. Response to animal control related calls provided by two Community Service Officers assigned to shifts as follows:

CSO1	Monday – Friday	7 a.m. to 3 p.m.
CSO2	Tuesday – Friday	3 p.m. to 11 p.m.
	Saturday	9 a.m. to 5 p.m.

2. Animal control calls received outside these hours will be handled by Westwood’s law enforcement personnel or others designated by Westwood. Westwood’s law enforcement personnel will also handle animal control calls in the event that shift coverage as outlined above is not available due to holiday schedules or other approved leave time.
3. Mission will use its best efforts to ensure that 90 percent of high priority calls are responded to by a CSO during regular CSO service hours on the day such call is received within 20 minutes of dispatch. High priority calls include those calls that pose an emergent danger to the community including:
 - a. animal bites;
 - b. vicious dogs;
 - c. injured animals;
 - d. police assist calls (police officer on scene requesting assistance from a CSO); and
 - e. animal cruelty.
4. Lower priority calls include all calls that are not high priority calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching a CSO as necessary. Lower priority calls are non-emergent requests for service, including but not limited to:
 - a. patrol request – CSO requested to patrol a specific area due to possible code violations;
 - b. trespass
 - c. stray dog/cat/other animal confined;

EXHIBIT A
SERVICES AND COSTS

- d. barking dog; and
 - e. leash law violation.
5. Westwood will be required to provide for the pick-up and disposal of large dead or injured wildlife through other means.
 6. Mission will not be responsible for providing services or enforcement related to ordinances in Westwood as it may apply to accessory animal permitting such as chickens or bees.
 7. Westwood will be required to contribute a base fee of \$1,500 annually in order to receive services as outlined in this Agreement.
 8. In addition to the base fee, Westwood will be invoiced an annual per call fee which will be established based on the costs of providing animal control services to all cities contracting with Mission. Westwood's annual per call fee will be the annual per call rate multiplied by an average of the total animal control calls provided to Westwood in the three previous years. For purposes of this agreement, the service year for purposes of call calculation will be from July 1 through June 30. Fees will be invoiced January 1 of each year and will be due and payable no later than March 1 of each calendar year.
 9. As a part of the annual call calculation outlined above, if a difference in total annual calls greater than +/- 10%, excluding the base fee, occurs, Mission and Westwood agree that a corresponding credit or assessment will be billed at the conclusion of the fiscal year. Any credit may be applied to the next year's annual fees, and an assessment will be due and payable by March 1 of each calendar year.
 10. Pending agreement on the services to be provided, Westwood may purchase additional services (park patrol, etc.) in fifty hour increments at a cost of \$25/hour (2019 rate). Services may be purchased quarterly and the City of Mission will invoice Westwood with payment due 30 days from the date of the invoice. Service hours outside of those outlined in Item 1 above are not available for purchase. The cost of additional service hours will be reviewed and updated annually as a part of the per call rate calculation described in Section 8 above.

**EXHIBIT B
ANNUAL PER CALL RATE**

For purposes of this Agreement the Annual Per Call Rate for 2019 was established based on the following budget assumptions:

Category	2019 Estimated Budget	Notes:
<u>Personnel</u>		
Salaries	\$ 85,093	2 FT CSO's
Retirement Benefits	\$ 9,321	
Health/Welfare Benefits	\$ 45,780	
Taxes	\$ 6,399	
Sub-total Personnel	\$146,593	
45% of total Personnel	\$ 65,967	Assumes 45% of CSO's time is spent on animal control activities
<u>Contractuals</u>		
Legal/Professional Services	\$ 900	
Vehicle Insurance	\$ 1,672	
Taxes/Licenses	\$ 420	
Training/Education	\$ 1,000	
Animal Sheltering Services	\$ 7,000	
Cellular Phone Service	\$ 1,440	
Dead Animal Incineration	\$ 300	
Sub-total Contractuals	\$ 12,732	
<u>Commodities</u>		
Equipment	\$ 1,000	
Gasoline	\$ 3,480	
Office Supplies	\$ 180	
Vehicle Mtce/Supplies	\$ 1,800	
Sub-total Commodities	\$ 6,460	
<u>Capital</u>		
Truck	\$ 10,000	
Sub-total Capital	\$ 10,000	
Total Animal Control Expenses	\$ 95,159	

EXHIBIT B
ANNUAL PER CALL RATE

City	3 Year Call Average
Fairway	121
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Roeland Park	316
Westwood	82
Westwood Hills	16
Total all cities	980

1. Total annual calls (3 year average) for all NEACC members = 980
2. The per call rate was established by dividing the total animal control expenses by the three year call average for all NEACC cities. The per call rate was \$97/call which was rounded up to \$100
3. In each subsequent year, actual costs will be updated to establish a new annual per call rate.

ANIMAL CONTROL SERVICES AGREEMENT

THIS AGREEMENT, is entered into this 12th day of December, 2018, between the City of Mission, Kansas, a municipal corporation, hereinafter referred to as “Mission,” and the City of Westwood Hills, a municipal corporation, hereinafter referred to as “Westwood Hills.”

WHEREAS, Mission and Westwood Hills share many of the same challenges and concerns related to the provision of animal control services; and

WHEREAS, effective January 1, 2019 Mission will no longer participate as a member of the North East Animal Control Commission (“NEACC”) and will provide animal control services in-house through the use of Community Service Officers (“CSOs”); and

WHEREAS, Mission is willing to partner with other former NEACC member cities to offer animal control services on a contractual basis annually; and

WHEREAS, Westwood Hills desires to engage the services of Mission for the purpose of providing animal control services; and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorize the parties to enter into an agreement with each other for the performance of a governmental service, activity, or undertaking; and

WHEREAS, Mission and Westwood Hills agree to accept the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the parties hereto agree as follows:

A. Purpose. The parties hereto enter into this Agreement for the purpose of establishing the terms and conditions upon which Mission will provide certain animal control services to Westwood Hills and upon which Westwood Hills will share in the costs of such services and equipment.

B. Services Provided. Mission shall furnish to Westwood Hills certain animal control services. For purposes of this Agreement, “Animal Control” shall mean enforcement of the animal control ordinances of Westwood Hills regarding the pick-up, housing, placement, or impound, either temporary or permanent, of abandoned, abused, ill, injured, neglected, unwanted or at-large domestic or wild animals and the removal of certain dead animals. “Enforcement” shall mean fulfillment of the requirements of Westwood Hills regarding pick-up and care of domestic or wild or running-at-large animals as described under their Code. Service delivery methods and any additional services desired by Westwood Hills and agreed to by Mission are outlined in Exhibit A.

C. **Animal Control Ordinances.** It shall be the responsibility of Westwood Hills to notify Mission immediately upon effective date of any changes to ordinances impacting animal control regulations in Westwood Hills.

D. **Program Review and Analysis.** Mission and Westwood Hills mutually agree that regular service delivery standards, including response times, were not tracked by NEACC. In order to better evaluate service delivery expectations, Mission will conduct an initial review and analysis of the services, including response times, in June 2019. Results of the analysis will be shared individually with Westwood Hills as well as collectively with all cities currently contracting with Mission for animal control services. Adjustments to the services and pricing outlined in Exhibit A may be considered and implemented following mutual agreement of the parties. Thereinafter, an annual review of the program and services will be conducted each year in anticipation of contract renewal discussions.

E. **Pricing Structure.** The estimated costs of services and equipment to be provided under this Agreement were established through a proposed budget for 2019, mutually reviewed and agreed to by Westwood Hills and the other participating former NEACC members. The budget and methodology used to establish the per call fee for 2019 is included as Exhibit B. The parties recognize that the actual costs for the items furnished may differ from those estimated. Westwood Hills agrees to share in the costs of those services as billed to Westwood Hills by Mission and due by March 1 of each year during the term of this agreement.

F. **Additional Services.** In addition to the response to animal control calls, Westwood Hills may request additional services of a similar or related nature to be provided by Mission under this Agreement. In the event such services are requested and can be provided, Westwood Hills agrees to share in the costs of such additional services, which may be purchased in fifty (50) hour increments in accordance with the terms outlined in Exhibit A

G. **Reports.** The Chief of Police of Mission shall, at least quarterly, submit to Westwood Hills a complete written report of the animal control services provided. An annual report shall be provided no later than July 1 of each calendar year.

H. **Effective Date and Duration.** The initial term of this Agreement is January 1, 2019, through December 31, 2019, and this Agreement shall be automatically renewed utilizing the then current Attachment A, as updated from the June review process described in Section D above, unless Westwood Hills provides notice of nonrenewal to Mission prior to October 1 of the then current calendar year. Either party may terminate this Agreement by giving ninety (90) days written notice to

2. This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
3. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
5. Neither party shall assign, transfer, convey, subcontract, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) counterparts by their duly authorized representatives and made effective the day and year first above written.

THE CITY OF MISSION, KANSAS

By: _____
Ronald E. Appletoft, Mayor

ATTEST:

Martha Sumrall, City Clerk

APPROVED AS TO FORM:

David K. Martin, City Attorney

THE CITY OF WESTWOOD HILLS,
KANSAS

By: Paula L. Schwach
Mayor

ATTEST:

Beth W. Byrge
City Clerk

APPROVED AS TO FORM:

James R. Orr
City Attorney

EXHIBIT A
SERVICES AND COSTS

Pursuant to the terms and conditions outlined in the Agreement and the associated Exhibits, Mission agrees to provide the following animal control services to Westwood Hills:

1. Response to animal control related calls provided by two Community Service Officers assigned to shifts as follows:

CSO1	Monday – Friday	7 a.m. to 3 p.m.
CSO2	Tuesday – Friday	3 p.m. to 11 p.m.
	Saturday	9 a.m. to 5 p.m.

2. Animal control calls received outside these hours will be handled by Westwood Hills’ law enforcement personnel or others designated by Westwood Hills. Westwood Hills’ law enforcement personnel will also handle animal control calls in the event that shift coverage as outlined above is not available due to holiday schedules or other approved leave time.
3. Mission will use its best efforts to ensure that 90 percent of high priority calls are responded to by a CSO during regular CSO service hours on the day such call is received within 20 minutes of dispatch. High priority calls include those calls that pose an emergent danger to the community including:
 - a. animal bites;
 - b. vicious dogs;
 - c. injured animals;
 - d. police assist calls (police officer on scene requesting assistance from a CSO); and
 - e. animal cruelty.
4. Lower priority calls include all calls that are not high priority calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching a CSO as necessary. Lower priority calls are non-emergent requests for service, including but not limited to:
 - a. patrol request – CSO requested to patrol a specific area due to possible code violations;
 - b. trespass
 - c. stray dog/cat/other animal confined;

EXHIBIT A
SERVICES AND COSTS

- d. barking dog; and
 - e. leash law violation.
5. Westwood Hills will be required to provide for the pick-up and disposal of large dead or injured wildlife through other means.
 6. Mission will not be responsible for providing services or enforcement related to ordinances in Westwood Hills as it may apply to accessory animal (meaning animals other than domesticated dogs and cats, such as chickens or bees) permitting. A specific list of accessory animals which may be included or excluded from the provisions of this agreement shall be addressed annually with Westwood Hills.
 7. Westwood Hills will be required to contribute a base fee of \$1,500 annually in order to receive services as outlined in this Agreement.
 8. In addition to the base fee, Westwood Hills will be invoiced an annual per call fee which will be established based on the costs of providing animal control services to all cities contracting with Mission. Westwood Hills' annual per call fee will be the annual per call rate multiplied by an average of the total animal control calls provided to Westwood Hills in the three previous years. For purposes of this agreement, the service year for purposes of call calculation will be from July 1 through June 30. Fees will be invoiced January 1 of each year and will be due and payable no later than March 1 of each calendar year.
 9. As a part of the annual call calculation outlined above, if a difference in total annual calls greater than +/- 10%, excluding the base fee, occurs, Mission and Westwood Hills agree that a corresponding credit or assessment will be billed at the conclusion of the fiscal year. Any credit may be applied to the next year's annual fees, and an assessment will be due and payable by March 1 of each calendar year.
 10. Pending agreement on the services to be provided, Westwood Hills may purchase additional services (park patrol, etc.) in fifty hour increments at a cost of \$25/hour (2019 rate). Services may be purchased quarterly and the City of Mission will invoice Westwood Hills with payment due 30 days from the date of the invoice. Service hours outside of those outlined in Item 1 above are not available for purchase. The cost of additional service hours will be reviewed and updated annually as a part of the per call rate calculation described in Section 8 above.

**EXHIBIT B
ANNUAL PER CALL RATE**

For purposes of this Agreement the Annual Per Call Rate for 2019 was established based on the following budget assumptions:

Category	2019 Estimated Budget	Notes:
<u>Personnel</u>		
Salaries	\$ 85,093	2 FT CSO's
Retirement Benefits	\$ 9,321	
Health/Welfare Benefits	\$ 45,780	
Taxes	\$ 6,399	
Sub-total Personnel	\$146,593	
45% of total Personnel	\$ 65,967	Assumes 45% of CSO's time is spent on animal control activities
<u>Contractuals</u>		
Legal/Professional Services	\$ 900	
Vehicle Insurance	\$ 1,672	
Taxes/Licenses	\$ 420	
Training/Education	\$ 1,000	
Animal Sheltering Services	\$ 7,000	
Cellular Phone Service	\$ 1,440	
Dead Animal Incineration	\$ 300	
Sub-total Contractuals	\$ 12,732	
<u>Commodities</u>		
Equipment	\$ 1,000	
Gasoline	\$ 3,480	
Office Supplies	\$ 180	
Vehicle Mtce/Supplies	\$ 1,800	
Sub-total Commodities	\$ 6,460	
<u>Capital</u>		
Truck	\$ 10,000	
Sub-total Capital	\$ 10,000	
Total Animal Control Expenses	\$ 95,159	

**EXHIBIT B
ANNUAL PER CALL RATE**

City	3 Year Call Average
Fairway	121
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Roeland Park	316
Westwood	82
Westwood Hills	16
Total all cities	980

1. Total annual calls (3 year average) for all NEACC members = 980
2. The per call rate was established by dividing the total animal control expenses by the three year call average for all NEACC cities. The per call rate was \$97/call which was rounded up to \$100
3. In each subsequent year, actual costs will be updated to establish a new annual per call rate.
4. This agreement is entered into pursuant to all appropriate legal authority including, but not limited to, the Home Rule authority of cities in Kansas.
5. This methodology will result in Westwood Hills paying \$100 per call, unless the total number of calls is within 10% of the 16 calls noted above, i.e., the total number is 15, 16, or 17 calls. Thus, by way of illustration, and not limitation, if there are 12 calls to Westwood Hills, Westwood Hills will be charged \$1,200, because Westwood Hills will receive a corresponding proportionate credit or reduction of \$400 at the Annual Per Call rate of \$100 per call for having greater than 10% fewer calls than the 16 calls anticipated in the Annual Per Call Rate calculation. Similarly, if Westwood Hills has 20 calls, the charge would be \$2,000, because the actual number of calls exceeded 16 calls by more than 10%, thereby justifying a proportionate increase of \$400 more than the 16 calls anticipated in the Annual Per Call Rate calculation at the Annual Per Call Rate of \$100 per call. Notwithstanding the number of calls, the \$1,500 base fee will remain unchanged.

RESOLUTION NO. 1010

A RESOLUTION ESTABLISHING THE CITY OF MISSION'S INTENT TO WITHDRAW FROM THE NORTH EAST ANIMAL CONTROL COMMISSION EFFECTIVE DECEMBER 31, 2018.

WHEREAS, the City of Mission, Kansas, entered into an Interlocal Cooperation Agreement, with an original effective date of May 1, 1983, with certain other Johnson County, Kansas, cities in order to provide jointly and cooperatively for the provision of animal control services for the participating cities, including Mission; and

WHEREAS, each of the participating cities declared that the provision of animal control services would be best attained by the cities cooperating in the management of such animal control services; and

WHEREAS, in order to accomplish their joint goals of providing and paying for animal control services within the participating cities, the participating cities entered into the Interlocal Cooperation Agreement, effective as of May 1, 1983, and created the Northeast Animal Control Commission (the "NEACC"); and

WHEREAS, the participating cities, including Mission, are now investigating alternative methods of providing animal control services within each jurisdiction; and

WHEREAS, the Governing Body of the City of Mission, Kansas has agreed to use an alternative method to provide animal control services within the city limits of Mission and to withdraw from the Northeast Animal Control Commission.

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

Section 1. That the City Council hereby elects to terminate its participation in the Northeast Animal Control Commission as of December 31, 2018, pursuant to the termination provisions of the Interlocal Cooperation Agreement which created the NEACC.

BE IT FURTHER RESOLVED, that the City intends that this Resolution will serve as the City's written notice of its election to terminate its participation in the North East Animal Control Commission effective December 31, 2018.

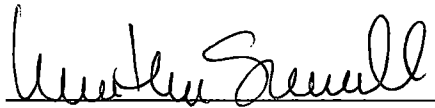
THIS RESOLUTION IS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION, this 15th day of August 2018.

THIS RESOLUTION IS APPROVED BY THE MAYOR this 15th day of August 2018.



Ronald E. Appletoft, Mayor

ATTEST:



Martha Sumrall, City Clerk

City of Mission	Item Number:	7d.
ACTION ITEM SUMMARY	Date:	December 3, 2018
Administration	From:	Brian Scott

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

RE: Amendment to the 2018 Budget

RECOMMENDATION: Approve the resolution to amend the maximum expenditure limit for the Mission Convention and Visitors Bureau Fund in the 2018 Budget.

DETAILS: The adopted annual budget establishes the maximum expenditure authority for each fund or taxing authority for that particular fiscal year. Exceeding these expenditures without formally amending the budget is a violation of Kansas budget statutes. Furthermore, state laws require that a public hearing be held when amending the budget. A public hearing has been scheduled for the City Council meeting on December 19th, and the attached notice was published in The Legal Record on December 4, 2018.

The budget amendment is not the result of unanticipated or unauthorized expenditures, but rather results from the fact the the Mission Convention and Visitors Bureau (MCVB) fund is used as a pass through for a variety of fundraising opportunities. It is difficult, at the time the original budget is established, to anticipate the revenues and expenditures to be collected and disbursed in any particular fiscal year. The expenditure authority is being increased to account for holiday adoptions and collections received to support Alexander Goodwin and "Alexander's Journey," and other charitable giving activities which have occurred throughout the year. Funds expended do not exceed revenues collected.

The budget amendment is established through the attached resolution and will increase the expenditure authority in the 2018 Budget for the Mission Convention and Visitors Bureau Fund from \$60,000 to \$90,000.

CFAA: N/A

Related Statute/City Ordinance:	K.S.A. 79-2929a(a)
Line Item Code/Description:	Fund 19 Mission Convention and Visitors Bureau (MCVB)
Available Budget:	Fund 19 - \$90,000

**Notice of Budget Hearing for Amending the
2018 Budget**

The governing body of

City of Mission

will meet on the day of December 19, 2018 at 7:00 P.M. at Mission 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 Clerk's Office, Mission City Hall and will be available at this hearing.

Summary of Amendments

Fund	2018 Adopted Budget			2018 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Convention & Visitors' Bureau			60,000	90,000
			0	0
			0	0
			0	0
			0	0
			0	0

Brian Scott

Official Title: Asst. City Admin/Fin. Dir.

CITY OF MISSION

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF MISSION, KANSAS AMENDING THE MAXIMUM EXPENDITURE AUTHORITY FOR THE 2018 BUDGET FOR THE MISSION CONVENTION AND VISITORS BUREAU (MCVB) FUND.

WHEREAS, the Mission Convention and Visitors Bureau (MCVB) Fund is used as a pass through for the City's fundraising efforts for various community projects; and

WHEREAS, the revenues and expenditures are difficult to anticipate when the original budget is adopted; and

WHEREAS, the proposed amendments are not the result of any unexpected or unauthorized expenditures and expenditures will not exceed revenues; and

WHEREAS, in accordance with state law, the City of Mission conducted a public hearing and has prepared the necessary documents to amend the 2018 Budget to increase expenditure limits in the Mission Convention and Visitors Bureau (MCVB) Fund.

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

Section 1. That the maximum expenditure authority in the 2018 Budget for the following fund has been established as:

Mission Convention and Visitors Bureau Fund: \$90,000

PASSED AND APPROVED BY THE CITY COUNCIL this 19th day of December 2018.

APPROVED BY THE MAYOR this 19th day of December 2018.

Ronald E. Appletoft, Mayor

ATTEST:

Martha M. Sumrall
City Clerk

City of Mission	Item Number:	7f.
DISCUSSION ITEM SUMMARY	Date:	December 5, 2018
Parks & Recreation	From:	Laura Smith/John Vaughn

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

RE: The Mission Project Program/Class Partnership Facility Usage Agreement

RECOMMENDATION: Approve the proposed agreement for memberships and services between The Mission Project and the Sylvester Powell, Jr. Community Center (SPJCC).

DETAILS: The Mission Project, a non-profit agency located in Mission, approached SPJCC in search of a partnership to provide services and programs to their members. Previously, The Mission Project was approved for grant money to address fitness needs and health concerns regarding moving right and approaching movement with a positive attitude for their identified population.

Moving into 2019, The Mission Project is seeking to identify a facility/organization to partner with to offer activities. The Mission Project members have outgrown their current fitness space and are looking to increase overall health and wellness by moving to the Community Center. In addition, this agreement will provide a service to a user group who previously had to use transportation services for access to a group fitness program. They will now be able to walk to SPJCC to attend classes, as well as, work out on their own time in a facility that is convenient and familiar to them.

Under the terms of the proposed agreement, SPJCC would offer annual memberships and user specific classes 6 days each week tailored to the defined needs of the identified population. Participants will attend structured classes and will utilize SPJCC equipment and instructors that will provide The Mission Project members with the opportunity to become more familiar with weight and cardio room equipment, leading to improved overall physical health.

In 2018, there were 12 Mission Project participants with SPJCC memberships. Under this agreement, that number increases to 31, and offers the classes as well, providing more wellness opportunities for all The Mission Project members. Classes will focus on different cardio and weight training activities with fun, interactive sessions. Staff (Recreation Program Supervisor & Membership Coordinator) will provide monthly attendance records to The Mission Project, and will work with The Mission Project to keep up to date records and rosters for instructors.

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

City of Mission	Item Number:	7f.
DISCUSSION ITEM SUMMARY	Date:	December 5, 2018
Parks & Recreation	From:	Laura Smith/John Vaughn

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

The estimated annual revenues are as follows:

31 memberships @ \$318/year	\$ 9,858
Classes/Instructors	\$13,528
Administrative fee (30%)	<u>\$ 7,014</u>
 Total Annual revenue	 \$30,400

CFAA CONSIDERATIONS/IMPACTS: The agreement strengthens and enhances a partnership with a group serving a special population headquartered in our community, helping to support their long-term goals and objectives.

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

Mission Project Program/Membership Agreement

This agreement is made this _____ day of _____, by and between the City of Mission, Kansas, a Kansas municipality, specifically the Sylvester Powell, Jr. Community Center (herein referred to as "SPJCC") and Mission Project (hereinafter referred to as "User".)

1. PROGRAMS AND SERVICES: SPJCC hereby agrees to offer yearly memberships to all User participants identified by User and two User staff members (each a "Participant") at the Mission resident annual pass rate of \$318/Participant. Total Participants during the term of this Agreement shall not to exceed 31. SPJCC agrees to provide classes for the Participants under the supervision of User's staff participants, up to six (6) days each week (with the exception of observed holidays and limited program weeks). SPJCC agrees to provide classes for the Participants three (3) days each week during limited program weeks. No minimum enrollment required for any provided classes, but User agrees to provide a staff Participant in each class. Class specification, including day, time, and length is included in the attached exhibit A. Classes will not be offered on any day when SPJCC is scheduled to be closed. SPJCC regularly closes to observe certain holidays. SPJCC agrees to recruit, hire, retain and evaluate group fitness instructors to instruct each of the seven (7) classes each week. SPJCC agrees to pay said instructors based on a prearranged contractual agreement between SPJCC and certified instructors. Instructors are required to carry Limited Liability Insurance with coverage up to \$1,000,000. Instructor insurance copies are kept on file at SPJCC.

2. FEES & PAYMENTS: SPJCC agrees to provide the participants and staff with memberships, use of the facility and equipment, and specific classes developed for the User. The cost for the programs and services listed on Exhibit A, the memberships, facility use and classes is \$30,400 annually for calendar years 2019 and 2020. Modifications to Exhibit A shall be deemed amendments to this Agreement and valid upon acceptance of both parties.

SPJCC agrees to invoice the User on the 5th of each month for the programs and services rendered in the prior month. User agrees to remit payment to SPJCC within thirty (30) days of receipt of an invoice.

3. CANCELLATION/TERMINATION:

A. SPJCC may terminate this Agreement for any reason on sixty (60) days written notice. In addition, SPJCC may terminate for cause effective immediately upon any payment default, and upon ten (10) days' notice if any other default remains for said period. Upon termination for any reason other than cause, and absent any default by User, all unearned payments shall be refunded to User, less fees earned and expenses incurred by SPJCC in performance of the duties and responsibilities outlined as a part of this agreement; provided that if the termination is only partial, User shall be entitled to only a partial refund in an amount to be determined by SPJCC in its sole discretion. Upon termination for cause, SPJCC may either keep the balance of the prepayment it has received as liquidated damages, or may refund the balance, less fees earned and expenses incurred by SPJCC in allowing User to use the Facilities, or in preparation of the facilities for User prior to such termination, and pursue a claim for damages as a result of the default.

B. User may terminate this Agreement with sixty (60) days written notice in which case User shall be entitled to a refund of all deposits and fees, less all fees earned and expenses incurred by SPJCC in performance of the duties and responsibilities outlined as a part of this agreement.

4. FIRST RIGHT OF REFUSAL: Provided User is not in default hereunder, User shall have the right and option to extend the term of this Agreement for one (1) year term commencing on January 1, 2020. In order to exercise this renewal option at the end of the Agreement Term, User must give written notice of such renewal to SPJCC not later than 180 calendar days prior to the expiration of the then current Agreement Term. Failure to give timely written notice of User's intent to exercise the renewal option shall constitute a waiver and relinquishment of the renewal option and such renewal option shall be of no further force or effect.

5. DEFAULT: If User shall at any time be in default under the terms of this Agreement, SPJCC shall have the right to terminate this Agreement forthwith, whereupon User shall vacate the Facilities immediately, and User shall have no right to receive any refund of any deposits or fees hereunder.

6. USE RESTRICTIONS: The following restrictions shall apply to the use of the Facilities, the default or violation of which shall be deemed a default of this Agreement and a basis for cause for termination:

A. Program class times shall terminate no later than the times and dates stated in the attached Exhibit A. Said locations within Facilities shall be vacated by all Participants using the same hereunder at or before such time and date. Instructors will ensure Participants are aware of program times, and any changes to posted times.

B. Each program class shall be limited to a maximum of fifteen (15) Participants. SPJCC and User agree to use a shared document frequently updated with Participant names and enrollment status. SPJCC instructors will have access to the shared document. SPJCC agrees to update User on a monthly and quarterly basis on attendance and usage records for Participants.

C. User specifically agrees to leave premises in the same condition as existed prior to each use. User shall not be permitted to store any of Participants' personal property at the Facilities without SPJCC's express written consent, and SPJCC shall have no liability for the safekeeping or protection of any of the User's or its Participants' personal property.

D. Such policies of insurance shall insure User against these liabilities: bodily injury liability coverage shall be not less than \$1,000,000 for each occurrence; property damage liability shall be not less than \$1,000,000 for each occurrence. User will provide SPJCC with evidence acceptable to the City of Mission that such insurance has been obtained and will list the City of Mission and the Sylvester Powell, Jr. Community Center as an additional insured.

E. SPJCC has been designated as a regional shelter to be used in the event of any natural or man-made disaster. In the event a disaster is declared which requires the use of SPJCC as an emergency shelter, SPJCC shall have the right to suspend User's use of the Facilities until such time SPJCC is no longer needed as a shelter. In such event, User shall have the right to seek a refund for the use it was denied during such time of emergency.

F. SPJCC reserves the right to review all copy and approve all forms of advertising or publicity in which the SPJCC's name is used. The parties agree that this agreement shall in no way be construed as a

partnership, endorsement or support beyond a purely commercial relationship and User agrees not to infer with respect to any event or the use of the SPJCC to be anything other than a commercial relationship. User agrees that any such inference shall be deemed to constitute an event of default, and User shall indemnify and hold the SPJCC harmless from and against any claims based on premises to the contrary.

G. User agrees that it shall not erect, post, place or affix any signs, advertisements, show bills, lithographs, poster or cards of any description on any portion of the Facility without written permission of SPJCC. Should written permission of SPJCC be obtained, the materials will be placed under the supervision of SPJCC's Recreation Supervisor. If this covenant is in any way violated by the User the SPJCC retains the right to declare default.

H. User shall comply with all rules and restrictions that may be prescribed by the SPJCC for the purpose of maintaining the safety, care, good order, and cleanliness of the SPJCC premises, equipment and property displayed thereon.

I. It is the SPJCC's responsibility for snow removal in the winter. The SPJCC's policy is to remove snow on the parking lots and sidewalks when snow accumulation equals or exceeds 2 inches. The SPJCC does not accept any responsibility to User to guarantee in any way the parking lots or walkways will be cleared of snow immediately after any snowfall, or be cleared by any specific time of day. SPJCC's sole responsibility shall be to use its best efforts to make the Facilities available in the event of snowfall. User shall not be permitted to use any snow removal chemical or salt substance such as "ice melt" or other snow or ice melting products on the sidewalks.

7. INDEMNITY AND INSURANCE REQUIREMENTS: User shall indemnify and hold the City of Mission and its instructors harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorney's fees) resulting from or arising in connection with User's and Participants' use of the Facilities ("Claims"). SPJCC agrees to promptly notify User of any claims and agrees in good faith to cooperate fully with the defense thereof. Any use of the Facilities involving a danger or risk contributed to by User or the Participants, as determined by SPJCC in its sole discretion, shall be the liability of User's, at its sole cost and expense, although it may be covered by User's liability and property damage insurance maintained by User and endorsed for the benefit of SPJCC, with insurance companies acceptable to the City of Mission.

User shall secure and maintain through the duration of this Agreement insurance of such types and in such amounts as may be necessary to protect the User and the City of Mission, Kansas and SPJCC and agents of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the SPJCC, but regardless of such approval it shall be the responsibility of the User to maintain adequate insurance coverage at all times. Failure of User to maintain adequate coverage shall not relieve it of any responsibility or obligation, including, but not limited to, the indemnifications obligation.

Satisfactory certificates of insurance shall be filed with the SPJCC prior to the start date of this Agreement. The certificates shall state that thirty (30) days written notice will be given to the SPJCC before any policy covered thereby is changed or cancelled. Failure by the User to furnish the required insurance within the time specified may, at SPJCC's option, be the basis for SPJCC exercising its right to terminate this Agreement.

To Mission Project:

10. **ASSIGNMENT:** Neither party shall assign, transfer, convey, subcontract, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of the other party.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first written above.

“SPJCC”
CITY OF MISSION, KS

“User”
Mission Project

Laura Smith, City Administrator)By:

Sign

Title:

Date

Date

Mission Project Program/Membership Agreement

EXHIBIT A

Class Specifications

Sunday - 1:00-1:45pm / 2:00-2:45pm

Open style class with a different activity each week. Pool area, gymnasiums, racquetball/hand ball courts, pickleball courts, outside space will be used for activities. Class held in various areas throughout the building and class repeats twice on Sunday for all participants to have the opportunity to attend. (Maximum enrollment: 15 (per class))

Monday - 6:45-7:30pm

General fitness class working on fine and gross motor skill, increasing strength and endurance. Weight room and cardio room work will be interwoven throughout all classes. Class held in gym space, Court #3 or #4. (Maximum enrollment: 15)

Tuesday - 5:45-6:30pm

Cycle style fitness class working in the cycle room on both the spin bikes and NuSteps. Class will have some strength training involved with cycle workout. Class held in Cycle Studio. (Maximum enrollment: 15)

Wednesday - 5:45-6:30pm

General fitness class working on fine and gross motor skill, increasing strength and endurance. Weight room and cardio room work will be interwoven throughout all classes. Class held in gym space, Court #3 or #4. (Maximum enrollment: 15)

Thursday - 6:45-7:30pm

Strength training / cardio fitness class with rotations set up for different large muscle exercise. Class will have use of the track, stretching & toning area and cardio room. Class held in Aerobics Room. (Maximum enrollment: 15)

Friday - 5:30-6:15pm

General fitness class working on fine and gross motor skill, increasing strength and endurance. Weight room and cardio room work will be interwoven throughout all classes. Class held in gym space, Court #3 or #4. (Maximum enrollment: 15)

SPJCC OBSERVED HOLIDAYS (No classes held): New Year's Day, Easter, Independence Day, Thanksgiving, Christmas Day

SPJCC Limited Program Weeks (Limited classes held): Last week of August each year, December 24-January 2

Membership Specifications: Individual Adult memberships - Begin January 2, 2019 and remain active through January 1, 2020. Members have access to the Sylvester Powell, Jr. Community Center during regular business hours (M-Th - 5:30am-9:00pm, F - 5:30am-8:00pm, Sat - 6:00am-7:00pm, Sun - 12:00-5:00pm). All regular member amenities are included with annual membership.

Fees and Expenses: Fees and expenses associated with this agreement are as follows:

31 memberships @ \$318/year	\$ 9,858
Classes/Instructors	\$13,528
Administrative fee (30%)	<u>\$ 7,014</u>
Total Annual revenue	\$30,400