

**City of Mission  
Regular Meeting Agenda  
Monday, November 18, 2019  
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 HEARINGS**

- Division of Rock Creek Redevelopment District

**2. SPECIAL PRESENTATIONS**

- Introduction of Kathy Stratman, Payroll and Benefits Specialist

**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 October 16, 2019 City Council Meeting](#) and [Minutes of November 6, 2019 Special City Council Meeting](#)

**CONSENT AGENDA - Finance & Administration Committee**

[Finance & Administration Committee Meeting Packet 11-6-19](#)  
[Finance & Administration Committee Meeting Minutes 11-6-19](#)

- 4b. Resolution Declaring Surplus Property
- 4c. Human Service Fund Recommendations
- 4d. Property / Casualty / General Liability Insurance Renewals (page 3)
- 4e. Employee Benefit Renewals
- 4f. Metromedia Contract Renewal

**CONSENT AGENDA - Community Development Committee**

[Community Development Committee Meeting Packet 11-6-19](#)  
[Community Development Committee Meeting Minutes 11-6-19](#)

**5. PUBLIC COMMENTS**

**6. ACTION ITEMS**  
**Planning Commission**

**Miscellaneous**

**7. COMMITTEE REPORTS**

**Finance & Administration, Sollie Flora**

[Finance & Administration Committee Meeting Packet 11-6-19](#)

[Finance & Administration Committee Meeting Minutes 11-6-19](#)

7a. Ordinance Dividing Rock Creek Redevelopment District ([page 6](#))

7b. Issuance of Special Obligation Tax Increment Revenue Bonds (Gateway Project) Series 2019 ([page 36](#))

**Community Development, Hillary Thomas**

[Community Development Committee Meeting Packet 11-6-19](#)

[Community Development Committee Meeting Minutes 11-6-19](#)

7c. Resolution Adopting the Findings of Fact Regarding Structure at 5399 Martway ([page 42](#))

7d. Ordinance Amending Notice Requirements for Code Violations ([page 62](#))

7e. Contract Award for Mohawk Park Design ([page 75](#))

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

9a. Change in Date for January 2020 City Council Committee Meetings

**10. COMMENTS FROM THE CITY COUNCIL**

**11. MAYOR'S REPORT**  
**Appointments**

**12. CITY ADMINISTRATOR'S REPORT**

**13. EXECUTIVE SESSION**

- Preliminary Discussion of the Acquisition of Real Property

**ADJOURNMENT**

<b>City of Mission</b>	Item Number:	4d.
<b>ACTION ITEM SUMMARY</b>	Date:	November 6, 2019
<b>Administration</b>	From:	Brian Scott

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

**RE:** 2020 Property/Casualty and General Liability Insurance Renewals - **REVISED**

**RECOMMENDATION:** Obtain coverages for property and liability insurance with Travelers Insurance company for the policy period of January 1, 2020 through December 31, 2020 at an estimated total annual premium not to exceed \$429,324 **\$125,646**; and cyber-liability coverage with Axis Insurance Company for an amount not to exceed \$3,150.

**DETAILS:** The City maintains several lines of insurance coverage including property, inland marine, automobile, crime, and general liability with the intent of reducing the City's exposure to risk and protecting assets. The City utilizes CBIZ Insurance Services, a third-party broker, to procure this coverage and provide assistance in matters regarding property and liability insurance throughout the year. Their costs are built into the premiums.

The City has maintained insurance coverage with OneBeacon for the past few years, but opted to seek proposals from other firms last year. Travelers offered the best coverage, including a \$3 million umbrella coverage, for a total cost of \$119,868. OneBeacon's proposal was \$126,397. Based on the coverages and costs, the City moved to Travelers.

This year, Travelers has submitted a proposed cost in 2020 for the same lines of coverage of \$133,124 **\$129,446**, or an 41% **7%** increase over the current year. There are a few factors driving this increase. First, the City's budgeted expenditures increased by \$4 million from the previous year. For the insurance company, this is an indication of greater exposure and potentially more claims. **After this Action Item was drafted, staff requested a re-evaluation of the increase in the budget because the increase is largely due to a capital project that the City will be undertaking in 2020. Capital expenditures, generally have little exposure compared to operating expenditures. Travelers submitted a revised proposal with reduced premiums. These reduced premiums are reflected in this updated Action Item.**

Another driver for the increase in premiums beside the budget, is higher than usual number of automobile accidents this past year. Finally, the market for public liability and property insurance has become very tight in the past couple of years. As a result, public entities are generally seeing increases in their coverages.

One area of insurance coverage that has become particularly tight is property coverage. With the number of natural catastrophes that have occurred in the past few years, insurance companies are re-evaluating property insurance coverage. While our proposed rate for 2020 for property coverage remains the same as 2019, we could reduce this part of the premium by increasing our deductible from \$5,000 to \$10,000. This higher deductible amount is becoming common with public entities. CBIZ believes that this option may be forced on the City next year without the reduced premium, so this would be an opportunity to take advantage of a small premium reduction. Increasing the deductible on the property coverage will reduce the overall

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Various
Available Budget:	\$144,000

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<b>ACTION ITEM SUMMARY</b>	Date:	November 6, 2019
<b>Administration</b>	From:	Brian Scott

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

premium by ~~\$3,780~~ \$3,800. This will result in a total premium of \$129,324 **\$125,646**, or an 8% **5%** increase over 2019.

Travelers will continue to offer the coverage that they did this past year including a \$2 million limit for each occurrence of general liability (total of \$5 million with a \$3 million umbrella policy).

Staff recommends renewing the property and liability insurance coverage for the 2020 policy year with Travelers Insurance Company for a total of \$129,324 **\$125,646**.

The City has been purchasing cyber-liability insurance coverage for the past two years. Cyber-liability insurance provides protection for the City in cases of extortion loss or ransomware loss through a cyber mechanism or accidental loss of confidential data that is stored electronically. It also provides assistance in investigating such losses including legal expenses and public relations expenses. Last year the City purchased this coverage through Axis Insurance Company for \$3,238. This year Axis is offering the same coverage for \$3,150 (a 3% decrease).

Staff recommends renewing cyber-liability coverage for the 2020 policy year with Axis Insurance Company in an amount not to exceed \$3,150.

#### Premium Comparison - 2016 through 2019

	2017 OneBeacon	2018 OneBeacon/Axis	2019 Travelers/Axis	2020 Travelers/Axis
Base Premium	\$ 106,871	\$ 117,649	\$ 116,452	\$ 125,196 <b>\$ 121,824</b>
Excess Liability	\$ 7,077	\$ 7,537	\$ 3,416*	\$ -4,128* <b>\$ 3,822</b>
Cyber Liability	Not Requested	\$ 3,143	\$ 3,238	\$ 3,150
Total Premium	\$ 113,948	\$ 128,329	\$ 123,106	\$ 132,474 <b>\$ 128,796</b>

Base Premium includes property, inland marine, liability, and auto.

\*\$3 million excess liability (umbrella coverage)

Staff is recommending that the City renew its property and general liability insurance coverage with Travelers for the 2020 policy year in the amount of \$129,324 **\$125,646** (including \$3 million umbrella coverage); and maintain its cyber liability insurance with Axis for \$3,150 - a total of

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Various
Available Budget:	\$144,000

<b>City of Mission</b>	Item Number:	4d.
<b>ACTION ITEM SUMMARY</b>	Date:	November 6, 2019
<b>Administration</b>	From:	Brian Scott

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\$132,474 **\$128,796** for 2020.

A total of \$144,000 has been budgeted in the adopted 2020 Annual Budget for this expenditure.

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

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Various
Available Budget:	\$144,000

<b>City of Mission</b>	Item Number:	7a.
<b>ACTION ITEM SUMMARY</b>	Date:	November 6, 2019
<b>Administration</b>	From:	Laura Smith

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

**RE:** An Ordinance making findings and dividing the Rock Creek Redevelopment (TIF) District into five Redevelopment Districts.

**RECOMMENDATION:** Adopt the Ordinance making findings and dividing the Rock Creek Redevelopment (TIF) District into five Redevelopment Districts.

**DETAILS:** In 2006, the City established the Rock Creek Tax Increment Financing (TIF) District (via Ordinances 1190 and as amended by Ordinance 1195). The District contained approximately 71 acres of property, which generally follows the Rock Creek Floodplain from Roe to Lamar. The larger district was created to aid redevelopment in areas that had been put into the 100-year floodplain just a few years earlier. The Rock Creek District included four (4) redevelopment areas within the larger district.

In 2009, the District was amended (Ordinance 1299) to include five redevelopment project areas. Areas 1, 3 and 4 remained as previously established, and within area 2, a separate redevelopment project area (2A), which included the Capitol Federal property, was created.

The TIF Act provides that increment is computed on a district-wide basis. This law works where there is (1) a single project area within a district, or (2) multiple project areas, all of which have positive incremental assessed valuation (AV). However, when some project areas have negative incremental AV but others have positive incremental AV, those areas with positive increment are unable to be compensated until the entire district is generating positive increment.

In conjunction with the Amendment to the Gateway Redevelopment Agreement and preparation for the issuance of the Special Obligation (SO) bonds it contemplates, two issues were identified:

1. What is a fair way to allocate the future incremental property tax revenues generated by the Rock Creek District as between Gateway, CapFed and Project Areas 2-4?
2. Where bonds are issued to finance Gateway project costs, how can we effectively mitigate risk to bondholders of future AV decreases in other project areas that could decrease incremental revenues within the District, such that there is insufficient increment to give Gateway its "fair share" distribution?

In order to address the issues identified above, and to preserve the greatest amount of flexibility for the City, staff recommends the Council proceed to split the existing Rock Creek District into five separate Districts. It was noted during the October 9 Committee meeting that the Wendy's property was included as a part of Project Area 1. Staff recommends moving this parcel from Project Area 1 to Project Area 3, and leaving all other areas as they currently exist.

Related Statute/City Ordinance:	<i>K.S.A. 12-1770 et seq.</i>
Line Item Code/Description:	N/A
Available Budget:	N/A

<b>City of Mission</b>	Item Number:	7a.
<b>ACTION ITEM SUMMARY</b>	Date:	November 6, 2019
<b>Administration</b>	From:	Laura Smith

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

In order to divide or separate the district (in accordance with K.S.A. 12-1771(h)), the City had to provide the same notice and hearing as was required when the original district was established.

The City Council adopted Resolution 1035 calling a public hearing on the matter for the November 18 meeting. Notice of public hearing was given to the County, USD 512, and all property owners and occupants within District. This notice was sent via certified mail, return receipt requested.

A public hearing will be held at the November 18, 2019 City Council meeting. Following the public hearing, the Council will be asked to consider an Ordinance which adopts certain findings and authorizes the separation of the Rock Creek Redevelopment District into five distinct, stand alone districts. This division will address the issues identified above and align the distribution of TIF increment from Project Area 1 and Project Area 2A with the terms approved in the corresponding redevelopment agreements.

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

Related Statute/City Ordinance:	<i>K.S.A. 12-1770 et seq.</i>
Line Item Code/Description:	N/A
Available Budget:	N/A

(Published in *The Legal Record* on November \_\_, 2019

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, KANSAS, MAKING FINDINGS AND DIVIDING THE ROCK CREEK REDEVELOPMENT DISTRICT INTO FIVE REDEVELOPMENT DISTRICTS PURSUANT TO K.S.A. 12-1770 ET SEQ., AND AMENDMENTS THERETO.**

**WHEREAS**, the City of Mission, Kansas (the “City”) created a redevelopment district (the “Redevelopment District”) pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”) and Ordinance No. 1190 passed by the City Council of the City (the “Governing Body”) on January 11, 2006, as amended by Ordinance No. 1195 passed by the Governing Body on February 8, 2006; and

**WHEREAS**, the City is considering the division of the Redevelopment District into five separate redevelopment districts pursuant to K.S.A. 12-1771(h); and

**WHEREAS**, as part of the division of the Redevelopment District, the City desires to adjust the boundary between former Project Area 1 and Project Area 3 to include the property currently occupied by Wendy’s in proposed Rock Creek Redevelopment District No. 3 (Mission Mart and Bowl) as shown on **Exhibit A**.

**WHEREAS**, the Governing Body adopted Resolution No. 1035 on October 16, 2019, establishing this date as the date for the public hearing to consider the division of the Redevelopment District into five (5) redevelopment districts; and

**WHEREAS**, notice of the public hearing was given as required by the Act; and

**WHEREAS**, the public hearing was held and closed on this date; and

**WHEREAS**, the Governing Body hereby finds and determines it to be necessary and advisable to divide the Redevelopment District into five (5) redevelopment districts.

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

**Section 1.** The Governing Body hereby finds that all required notices for the public hearing were disseminated in accordance with the Act.

**Section 2.** The Governing Body affirms its finding that the conservation, development or redevelopment of the Redevelopment District as divided herein is necessary to promote the general and economic welfare of the City.

**Section 3.** The Governing Body hereby finds that it is necessary and desirable to divide the Redevelopment District into five (5) separate redevelopment districts in accordance with K.S.A. 12-1771(h). The redevelopment districts are depicted on the map attached hereto as **Exhibit A** and legally described in **Exhibit B**, and generally described as follows:

**Rock Creek Redevelopment District No. 1 (Gateway).** A redevelopment district containing



one project area consisting of some or all of the following uses: one or more commercial or residential facilities, parking facilities and all related infrastructure improvements, including storm water improvements within and around the Rock Creek channel, streets, sanitary sewers, water lines and all related expenses to redevelop and finance the project.

**Rock Creek Redevelopment District No. 2.** A redevelopment district containing one project area consisting of some or all of the following uses: one or more commercial and residential facilities and all related infrastructure improvements, including storm water improvements within and around the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and refinance the redevelopment project and all other associated public and private infrastructure.

**Rock Creek Redevelopment District No. 2A (Capitol Federal).** A redevelopment district containing one project area consisting of some or all of the following uses: an approximately 3,800 square foot commercial banking building and all related infrastructure improvements, including storm water improvements within and around the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the project and all other associated public and private infrastructure.

**Rock Creek Redevelopment District No. 3 (Mission Mart and Bowl).** A redevelopment district containing one project area consisting of some or all of the following uses: one or more commercial or residential facilities and all related infrastructure improvements, including storm water improvements within and around the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and finance the project and all other associated public and private infrastructure.

**Rock Creek Redevelopment District No. 4.** A redevelopment district containing one project area consisting of some or all of the following uses: one or more commercial and residential facilities and all related infrastructure improvements, including storm water improvements within and around the Rock Creek channel, streets, sanitary and storm sewers, water lines and all related expenses to redevelop and refinance the redevelopment project and all other associated public and private infrastructure.

**Section 4.** The Governing Body hereby finds that the actions contemplated by this Ordinance do not cause a “substantial change” (as defined in the Act) to (a) the Mission Gateway Fourth Amended Tax Increment Financing Redevelopment Project Plan (the “Gateway Plan”) adopted by the Governing Body on October 18, 2017, pursuant to Ordinance No. 1468, or (b) the Redevelopment Project Plan – Capitol Federal Savings Bank Development (the “Capitol Federal Plan”) adopted by the Governing Body on May 20, 2009, pursuant to Ordinance No. 1299.

**Section 5.** The Governing Body hereby finds that the respective feasibility studies prepared for the Gateway Plan and the Capitol Federal Plan presented on this date show that the tax increment revenue related to each respective plan is expected to be sufficient to pay the redevelopment project costs for each respective plan.

**Section 6.** The Mayor, City Administrator, Finance Director, City Clerk and other officials and employees of the City, including the City Attorney, and Gilmore & Bell, P.C., Bond Counsel to the City, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

**Section 7.** This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

[Balance of page intentionally left blank]

**Section 8.** This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

**ADOPTED** by the Governing Body this November 18, 2019.

**SIGNED** by the Mayor this November 18, 2019.

(SEAL)

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Ronald E. Appletoft, Mayor

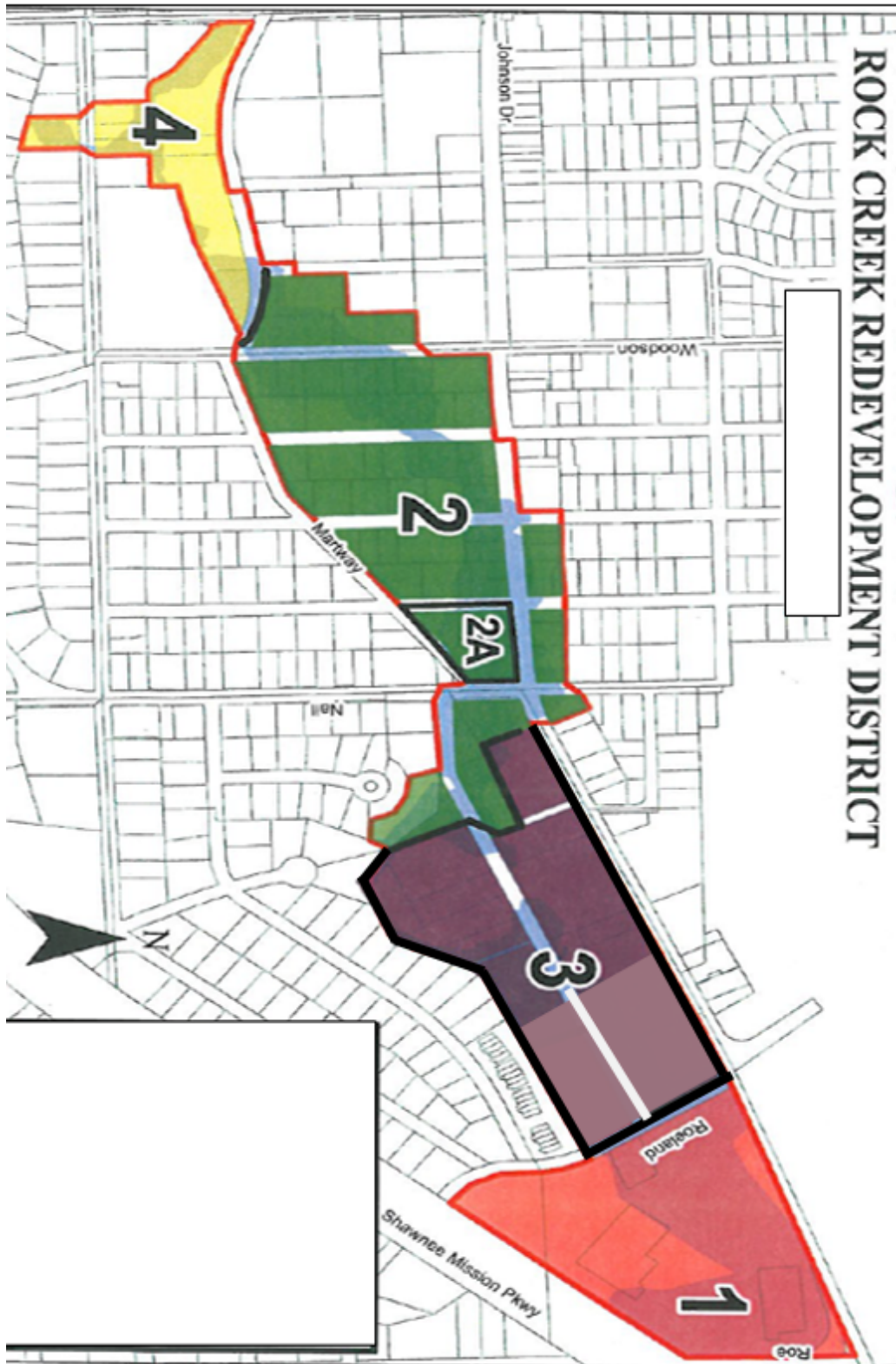
ATTEST:

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Martha Sumrall, City Clerk

EXHIBIT A

MAP OF REDEVELOPMENT DISTRICTS



**EXHIBIT B**

**LEGAL DESCRIPTIONS OF REDEVELOPMENT DISTRICTS**

[see attached]

**PROJECT AREA 1 – Gateway Site**

Parcel Id.: KP58100000 0001

Legal:

Lot 1, THE GATEWAY FIRST PLAT, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KR251209-1005

Legal:

9-12-25 PT SE 1/4 NW 1/4 BG INTRC W RTWY/L ROE & SLY RTWY/L JOHNSON DR S 30' WLY 95.4' TO PT IN S/L JO DR ELY 100' ON S/L JO DR TO PT OF BG ( JOHNSON DR ) .03 ACS M/L MIC-0096B0001 BTAO #864

Parcel Id.: KR251209-1006

Legal:

9-12-25 PT NW 1/4 BEG 76.42' S & 40' W INTRC CTR/L JOHNSON DR & ROE AVE S 517.93' SWLY 7.18' N 202.73' NLY 111.19' NLY 69.33' NWLY ON CURVE 157.63' WLY 48.36' SWLY 342.82' NLY 1.53' NELY ON SLY/L JOHNSON DR 441.24' ELY 94.08' TO BG EX .04 AC PLATTED ( JOHNSON DR & ROE AVE ) .40 ACS M/L MIC 96B 3 BTAO 1458 1

**PROJECT AREA 2a – Capitol Federal Bank Site**

Parcel Id.: KR27500000 0021C

Legal:

MISSIONHILL ACRES BG 15' W NE CR LT 21 E 15' S 152.79' SW TOPT 40' W C/L NALLAVE N TO PT 10' S N/L LT 21 NW TO POB ( NALLAVE )

Parcel Id.: KP06500000 0001

Legal:

Lot 1, CAPITOL FEDERAL FIRST PLAT, a subdivision in the City of Mission, Johnson County, Kansas.

**PROJECT AREA 2 – Nall Ave. to Dearborn St., Between Johnson Drive and Martway Street**

Parcel Id.: KF251208-4040; KF251208-4049; KF251208-4050

Legal:

**TRACT I:**

**Beginning at a point on the East line and 300 feet South of the North line of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, thence North 89 Degrees 56 Minutes West 149 feet to the true point of beginning; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter 220 feet; thence West and parallel to the North line of the Northwest Quarter of the Southeast Quarter, 156 feet; thence North and parallel to the East line of the Northwest Quarter of the Southeast Quarter, 220 feet; thence South 89 Degrees 56 Minutes East along a line 300 feet South and parallel to the North line of the Northwest Quarter of the Southeast Quarter, 156 feet to the true point of beginning, all in the City of Mission, Johnson County, Kansas.**

**Tract II:**

**Beginning at a point on the East line and 527.40 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence South 66 Degrees 19 Minutes West, along the Northerly property line of the Mission City Park property, 66.24 feet to the centerline of 60th Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60th Street Right-of-Way, 273.76 feet, to a point 330 feet West of the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; for the TRUE POINT OF BEGINNING; thence North, along a line 330 feet West of and parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, 276.81 feet, to a point 520 feet South of the North line of the Southeast Quarter of Section 8; thence South 89 Degrees 56 Minutes East, along a line 520 feet South of and parallel to the North line of the Southeast Quarter of Section 8, 156 feet; thence South, along a line parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, to a point in the centerline of 60th Street as now established; thence Northwesterly, Westerly and Southwesterly along the centerline of 60th Street to the TRUE POINT OF BEGINNING, except that part in 60th Street and Dearborn Street.**

**TRACT III:**

**Beginning at a point on the East line and 300 feet South of the North line of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence North 89 Degrees 56 Minutes West 149 feet; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter 220 feet; thence West and parallel to the North line of the Northwest Quarter of the Southeast Quarter, 25 feet; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter, 46 feet; thence South 89 Degrees 56 Minutes East along a line parallel to the North line of the Northwest Quarter of the Southeast Quarter, 174 feet to the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; thence North along said East line 266 feet more or less to the point of beginning, except that part in Woodson Street.**

**TRACT IV:**

Beginning at a point on the East line and 527.40 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence South 66 Degrees 19 Minutes West, along the Northerly property line of the Mission City Park property, 66.24 feet to the centerline of 60th Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60th Street Right-of-Way, 273.76 feet, to a point 330 feet West of the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; thence North, along a line 330 feet West of and parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, 495.81 feet, to a point 300 feet South of the North line of the Southeast Quarter of Section 8; thence South 89 Degrees 56 Minutes East, along a line 300 feet South of and parallel to the North line of the Southeast Quarter of Section 8, 330 feet; thence South, along the East line of the Northwest Quarter of the Southeast Quarter of Section 8, 497.90 feet to the point of beginning, EXCEPT Beginning at a point on the East line and 527.40 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence South 66 Degrees 19 Minutes West, along the Northerly property line of the Mission City Park property, 66.24 feet to the centerline of 60th Street, as now dedicated; thence Northwesterly, Westerly and Southwesterly, along the centerline of said 60th Street Right-of Way, 273.76 feet, to a point 330 feet West of the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; for the TRUE POINT OF BEGINNING; thence North, along a line 330 feet West of and parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, 275.81 feet, to a point 520 feet South of the North line of the Southeast Quarter of Section 8; thence South 89 Degrees 56 Minutes East, along a line 520 feet South of and parallel to the North line of the Southeast Quarter of Section 8, 156 feet; thence South, along a line parallel to the East line of the Northwest Quarter of the Southeast Quarter of Section 8, to a point in the centerline of 60th Street as now established; thence Northwesterly, Westerly and Southwesterly along the centerline of 60th Street to the TRUE POINT OF BEGINNING, EXCEPT Beginning at a point on the East line and 300 feet South of the North line of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, City of Mission, Johnson County, Kansas; thence North 89 degrees 56 Minutes West 149 feet; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter 220 feet; thence West and parallel to the North line of the Northwest Quarter of the Southeast Quarter, 25 feet; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter, 46 feet; thence South 89 Degrees 56 Minutes East along a line parallel to the North line of the Northwest Quarter of the Southeast Quarter, 174 feet to the East line of the Northwest Quarter of the Southeast Quarter of said Section 8; thence North along said East line 266 feet more or less to the point of beginning, EXCEPT Beginning at a point on the East line and 300 feet South of the North line of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, thence North 89 Degrees 56 Minutes West 149 feet to the true point of beginning; thence South and parallel to the East line of the Northwest Quarter of the Southeast Quarter 220 feet; thence West and parallel to the North line of the Northwest Quarter of the Southeast Quarter, 156 feet; thence North and parallel to the East line of the Northwest Quarter of the Southeast Quarter, 220 feet; thence South 89 Degrees 56 Minutes East along a line 300 feet South and parallel to the North line of the Northwest Quarter of the Southeast Quarter, 156 feet to the true point of beginning, all in the City of Mission, Johnson County, Kansas, and except those parts in streets and roads.



Parcel Id.: KP27500000 0020; KP27500000 0042A; and KP27500000 0042B

Legal:

Lots 20 and 42, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: KP27500000 0081

Legal:

**LEGAL DESCRIPTION-TRACT 1**

**ALL THAT PART OF THE SOUTH 55 FEET OF LOT 80 AND ALL THAT PART OF LOT 81, MISSION HILL ACRES, A SUBDIVISION OF LAND NOW IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 81; THENCE N 0° 08' 04" E, ALONG THE WEST LINE OF SAID LOT 81, A DISTANCE OF 102.32 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE S 89° 58' 25" E, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 81, A DISTANCE OF 29.54 FEET; THENCE S 0° 08' 04" W, ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 81, A DISTANCE OF 12.92 FEET; THENCE S 89° 58' 25" E, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 81, A DISTANCE OF 110.39 FEET, TO A POINT ON THE EAST LINE THEREOF; THENCE N 0° 08' 04" E, ALONG THE EAST LINE OF SAID LOT 81 AND ALONG THE EAST LINE OF SAID LOT 80, A DISTANCE OF 82.32 FEET; THENCE N 88° 59' 15" W, A DISTANCE OF 139.95 FEET TO A POINT ON THE WEST LINE OF SAID LOT 80; THENCE S 0° 08' 04" W, ALONG THE WEST LINE OF SAID LOT 80 AND ALONG THE WEST LINE OF SAID LOT 81, A DISTANCE OF 71.81 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 11,306 SQUARE FEET, MORE OR LESS.**

Parcel Id.: KP27500000 0082A; KP27500000 0082B; and KP27500000 0083A

Legal:

All of Lot 82 and the North 40 feet of Lot 83, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0083B

Legal:

The South 80 feet of Lot 83 and the North 40 feet of Lot 84, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0084A

Legal:

The South 80 feet of Lot 84 and all of Lot 85, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0099

Legal:

Lot 99, and the South 20 feet Lot 100, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0100A

Legal:

The South 60 feet of the North 100 feet of Lot 100, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0100B

Legal:

All of the North 40 feet of Lot 100 and the South 20 feet of Lot 101, in MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: KP27500000 0101

Legal:

The North 100 feet of Lot 101 and all of Lot 102, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0104A and KP27500000 0104B

Legal:

**Tract 1:**

**All of the East 50 feet of the West 75 feet of Lot 104, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof. (Commonly known as 5622 Johnson Drive, Mission, Kansas)**

**Tract 2:**

**The West 25 feet of Lot 104, Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof. (Commonly known as 5636 Johnson Drive, Mission, Kansas)**

Parcel Id.: KP27500000 0104C

Legal:

Lot 104, MISSIONHILL ACRES, except the West 75 feet thereof, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0144A

Legal:

**Beginning at a point on the South line of Lot 144, in Missionhill Acres, a subdivision in Johnson County, Kansas, which is 30 feet East of the Southwest corner of said Lot 144; thence North and parallel to the West line of Lot 144 a distance of 114.6 feet to a point on the North line of said Lot 144; thence East along the North line of Lot 144 a distance of .78 feet to a point; thence South and parallel to the West line of said Lot 144 a distance of 19.8 feet to the Northeast corner of a store building; thence in a Southerly direction along the East line of said Store building a distance of 46.83 feet, more or less, to the Southeast corner of said store building to a point which is 32.75 feet East of the West line and 48 feet North of the South line of said lot; thence South and parallel to the West line of said Lot 144, a distance of 48 feet to a point on the South line of said Lot 144; thence West 2.75 feet to the point of beginning, and all of the West 30 feet of Lot 144, Missionhill Acres, Except that part in roads.**

Parcel Id.: KP27500000 0144B

Legal:

**Beginning at the Northeast corner of Lot 144, in Missionhill Acres, a subdivision in Johnson County, Kansas; thence in a Westerly direction along the North line of said Lot, a distance of 53.50 feet to a point; thence Southerly 117.38 feet to a point which is 52.50 feet West of the Southeast corner of said Lot 144; thence East along the South line of said Lot 52.50 feet to the Southeast corner thereof; thence North along the Easterly line of said Lot, a distance of 120 feet to the point of beginning, all a part of Section 8, Township 12, Range 25, Except that part in roads.**

Parcel Id.: KP27500000 0144C

Legal:

**Beginning at a point in the North line of Lot 144 in Missionhill Acres, a subdivision in Johnson County, Kansas, which is 30.82 feet East of the Northwest corner of said Lot 144; thence South and parallel to the West line of said Lot 144, a distance of 19.8 feet to the Northeast corner of a store building; thence in a Southerly direction along the East line of said store building a distance of 46.83 feet more or less to the Southeast corner of said store building; thence South and parallel to the West line of said Lot 144 a distance of 48 feet to a point on the South line of said Lot 144, which point is 32.75 feet East of the Southwest corner of Lot 144; thence East along the South line of said Lot 144 a distance of 54.75 feet to a point which is 52.50 feet West of the Southeast corner of Lot 144; thence in a Northerly direction a distance of 117.38 feet to a point in the North line of Lot 144 which is 53.50 feet West of the Northeast corner of Lot 144; thence West along the North line of said Lot 144, a distance of 55.85 feet to the point of beginning, Except that part in roads.**

Parcel Id.: KP27500000 0145 and KP27500000 0146

Legal:

Lots 145 and 146, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0147

Legal:

Lot 147, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0148

Legal:

Lot 148, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0149

Legal:

All of Lot 149, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: KP27500000 0159

Legal:

Lot 159, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0160

Legal:

Lot 160 and the South half of Lot 161, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: KP27500000 0161A

Legal:

The North half of Lot 161, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0162; KP27500000 0163; and KP27500000 0206A; and KP27500000 0206B

Legal:

Lots 162, 163 and Lot 206, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: KP27500000 0164

Legal:

All of Lot 164 in MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas as recorded in Book 7, Plats, at Page 20, except the following described tract: beginning at the Southwest corner, Lot 164 in Mission Hill Acres; thence North along the West line of said Lot 164 a distance of 47.63 feet to a point; thence in an easterly direction on a line parallel to and 47.63 feet North of the South line of the said Lot 164 a distance of 74.50 feet to a point; thence South along a line that is parallel to and 74.50 feet East of the West line of said Lot 164 a distance of 47.63 feet to a point in the South line of the said Lot 164; thence West along the South line of said Lot 164 a distance of 74.50 feet to the point of beginning.

Parcel Id.: KP27500000 0164A

Legal:

**Beginning at the Southwest corner of Lot 164 in Missionhill Acres, a subdivision in the City of Mission, Johnson County, Kansas; thence North along the West line of said Lot 164, a distance of 47.63 feet to a point; thence in an Easterly direction on a line parallel to and 47.63 feet North of the South line of said Lot 164, a distance of 74.60 feet to a point, thence South along a line that is parallel to and 74.60 feet East of the West line of said Lot 164, a distance of 47.63 feet to a point in the South line of the said Lot 164; thence West along the South line of said Lot 164, a distance of 74.50 feet to the point of beginning.**

Parcel Id.: KP27500000 0205

Legal:

Lot 205, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat filed in Book 7, Page 20.

Parcel Id.: KP27500000 0207 and KP27500000 0207A

Legal:

The North 60 feet of Lot 207 and the South 60 feet of Lot 207, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0208 and Parcel Id.: KP27500000 0210

Legal:

Lots 208, 209, 210 and 211, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0220A

Legal:

The South 43 feet of Lot 221, and all of Lot 220, EXCEPT that portion deeded to the City of Mission for street and highway purposes as recorded in Deed Book 451 at Page 201, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KR27500000 0220B

Legal:

Beginning at a point on the east right-of-way line of Woodson Road, said point being the southwest corner of Lot 220, MISSIONHILL ACRES, a subdivision in Section 8, Township 12, Range 25, Johnson County, Kansas, thence north a distance of 40.84 feet to a point 54.0 feet south of the north line of said Lot 220, thence east and parallel to the north line of said Lot 220 a distance of 132.20 feet more or less to a point on the south line of said Lot 220, thence in a

southwesterly direction and along the south line of said Lot 220 a distance of 138.37 feet to the point of beginning.

Parcel Id.: KP27500000 0221A

Legal:

The North 77 feet of Lot 221 and the South 9 feet of Lot 222, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0222

Legal:

Lot 222, EXCEPT the South 9 feet thereof, and the South 10 feet of Lot 223, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0223A and KP27500000 0224B

Legal:

MISSIONHILL ACRES, South one-half (S. ½) of Lot 224, and the North one-half (N. ½) of Lot 223, subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: KP27500000 0223B

Legal:

The North 50 feet of the South 60 feet of Lot 223, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: KP27500000 0224A

Legal:

The North one-half of Lot 224, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27500000 0225A

Legal:

The South half of Lot 225, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: KP27500000 0226

Legal:

**Lot 226, Except the South 19.74 feet in the MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, being more particularly described as follows:**

**Commencing at the Southwest corner of Lot 226 of said MISSIONHILL ACRES; thence North 00 degrees 10 minutes 38 seconds West on the West line of said Lot 226 a distance of 19.74 feet to the Point of Beginning; thence continuing North 00 degrees 10 minutes 38 seconds West on said West line a distance of 100.26 feet; thence North 88 degrees 44 minutes 05 seconds East on the North line of said Lot 226 a distance of 140.68 feet; thence South 00 degrees 04 minutes 44 seconds East on the East line of said Lot 226 a distance of 103.36 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 140.48 feet to the point of beginning.**

**ACCESS EASEMENT FOR TRACT B:**

**A tract of land for ingress-egress over the South 10.00 feet of the North 1/2 of Lot 225, also the West 20.00 feet of the East 25.00 feet of Lot 225 and the West 20.00 feet of the East 25.00 feet of the South 19.74 feet of Lot 226, all in MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, being more particularly described as follows:**

**Commencing at the Northwest corner of Lot 225 of said MISSIONHILL ACRES; thence South 00 degrees 10 minutes 38 seconds East on the West line of said Lot 225 a distance of 50.00 feet to the Point of Beginning; thence South 90 degrees 00 minutes 00 seconds East a distance of 115.34 feet; thence North 00 degrees 04 minutes 44 seconds West a distance of 69.74 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 20.00 feet; thence South 00 degrees 04 minutes 44 seconds East a distance of 79.74 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 135.34 feet to the West line of said Lot 225; thence North 00 degrees 10 minutes 38 seconds West on said West line 10.00 feet to the Point of Beginning.**

Parcel Id.: KP27600000 0001 and KP27600000 0002

Legal:

Lots 1 and 2, Resurvey of Lot 103, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP27600000 0003

Legal:

Lots 3, Resurvey of Lot 103, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP35000000 0001

Legal:

Lot 1, MISSION VALE, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP37500004 0001

Legal:

**All of Lot 1, EXCEPT the West 10 feet of Lot 1, Block 4, taken under Condemnation Suit No. 45522, and Lot 2, Block 4, Mission Village, lying Westerly of the following described line: Beginning at a point on the Northerly line of said Lot 2, which point is 9.92 feet Southwesterly from the Northeasterly corner of said Lot 2; thence Southeasterly to a point in the Southerly line of said Lot 2, which is 10.83 feet Southwesterly from the Southeasterly corner of said Lot 2, all in Block 4, Mission Village, a subdivision in the City of Mission, Johnson County, Kansas.**

Parcel Id.: KP38000000 0001

Legal:

All of Lot 1, MISSION VILLAGE, BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas

Parcel Id.: KP27500000 0080C

Legal:

*ALL THAT PART OF THE SOUTH 55 FEET OF LOT 80 AND ALL THAT PART OF LOT 81, MISSION HILL ACRES, A SUBDIVISION OF LAND NOW IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 81; THENCE N 0° 08' 04" E, ALONG THE WEST LINE OF SAID LOT 81, A DISTANCE OF 102.32 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE S 89° 58' 25" E, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 81, A DISTANCE OF 29.54 FEET; THENCE S 0° 08' 04" W, ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 81, A DISTANCE OF 12.92 FEET; THENCE S 89° 58' 25" E, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 81, A DISTANCE OF 110.39 FEET, TO A POINT ON THE EAST LINE THEREOF; THENCE N 0° 08' 04" E, ALONG THE EAST LINE OF SAID LOT 81 AND ALONG THE EAST LINE OF SAID LOT 80, A DISTANCE OF 82.32 FEET; THENCE N 88° 59' 15" W, A DISTANCE OF 139.85 FEET TO A POINT ON THE WEST LINE OF SAID LOT 80; THENCE S 0° 08' 04" W, ALONG THE WEST LINE OF SAID LOT 80 AND ALONG THE WEST LINE OF SAID LOT 81, A DISTANCE OF 71.81 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 11,308 SQUARE FEET, MORE OR LESS.*

Parcel Id.: KR37500004 0001A

Legal:

The West Ten (10) feet of Lot 1, Block 4 Mission Village, a subdivision in the City of Mission, Johnson County, Kansas (Being Tract #40 in Condemnation Action #45522 in District Court of Johnson County, Kansas).

Parcel Id.: KP27500000 0225B

Legal:

**The North 1/2 of Lot 225 and the South 19.74 feet of Lot 226, in MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas, being more particularly described as follows:**

**Beginning at the Southwest corner of Lot 226 of said MISSIONHILL ACRES; thence North 00 degrees 10 minutes 38 seconds West on the West line of said Lot 226 a distance of 19.74 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 140.48 feet to a point on the East line of said Lot 226; thence South 00 degrees 04 minutes 44 seconds West on the East line of said Lot 226 and Lot 225, a distance of 79.74 feet to the Southeast corner of the North 1/2 of said Lot 225; thence South 90 degrees 00 minutes 00 seconds West a distance of 140.34 feet to the Southwest corner of the North 1/2 of said Lot 225; thence North 00 degrees 10 minutes 38 seconds West on the West line of said Lot 225 a distance of 60.00 feet to the Point of Beginning.**



Parcel Id.: KR27500000 0164B

Legal:

**Permanent Right of Way**

All that part of Lot 164, Missionhill Acres, a subdivision lying in the Southeast Quarter of Section 8, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter of Section 8, Township 12 South, Range 25 East; thence North 88 degrees 01 minutes 42 seconds East along the North line of the Southeast Quarter of said Section 8 a distance of 1676.68 feet to a point on the Northerly prolongation of the East right of way line of Outlook Avenue; thence South 2 degrees 00 minutes 42 seconds East along the East right of way line of Outlook Avenue and said prolongation a distance of 48.93 feet to the POINT OF BEGINNING; thence North 84 degrees 56 minutes 17 seconds East a distance of 140.20 feet to a point; thence South 2 degrees 00 minutes 42 seconds East a distance of 5.34 feet to a point; thence South 85 degrees 55 minutes 04 seconds West a distance of 140.09 feet to a point on the East right of way line of Outlook Avenue; thence North 2 degrees 00 minutes 42 seconds West along the East right of way line of Outlook Avenue a distance of 2.94 feet to the POINT OF BEGINNING and containing 580 Square Feet or 0.013 Acres, more or less.

Parcel Id.: KR27500000 0020A

Legal:

**Permanent Right of Way**

All that part of Lots 20 and 42, Missionhill Acres, a subdivision lying in the Northeast Quarter of Section 8, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas, described as follows:

COMMENCING at the Southwest corner of the Northeast Quarter of Section 8, Township 12 South, Range 25 East; thence North 88 degrees 01 minutes 42 seconds East along the South line of the Northeast Quarter of said Section 8 a distance of 2336.67 feet to a point on the Southerly prolongation of the West line of Lot 42, Missionhill Acres; thence North 1 degree 49 minutes 20 seconds West along the West line of said Lot 42 and said prolongation a distance of 46.80 feet to the POINT OF BEGINNING; thence continuing North 1 degree 49 minutes 20 seconds West along the West line of said Lot 42 a distance of 36.25 feet to a point; thence North 88 degrees 10 minutes 40 seconds East a distance of 6.92 feet to a point; thence South 0 degrees 09 minutes 51 seconds West a distance of 25.13 feet to a point; thence in a Southeasterly direction along a curve to the right whose initial tangent bears North 85 degrees 53 minutes 35 seconds East, having a radius of 51.00 feet, through a central angle of 17 degrees 10 minutes 57 seconds, an arc distance of 15.29 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 49.00 feet, through a central angle of 17 degrees 50 minutes 14 seconds, an arc distance of 15.25 feet to a point; thence North 85 degrees 14 minutes 19 seconds East a distance of 48.29 feet to a point; thence North 82 degrees 03 minutes 36 seconds East a distance of 36.07 feet to a point; thence North 85 degrees 14 minutes 19 seconds East a distance of 73.48 feet to a point; thence South 4 degrees 59 minutes 52 seconds East a distance of 6.98 feet to a point; thence South 84 degrees 56 minutes 11 seconds West a distance of 194.48 feet to the POINT OF BEGINNING and containing 1515 Square Feet or 0.035 Acres, more or less.

Parcel Id.: KR27500000 0226A

Legal:

All that part of Lot 226, MISSIONHILL ACRES, a subdivision of land now in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwest corner of said Lot 226; thence East, along the North line of said Lot 226 to the Northeast corner thereof; thence South, along the East line of said Lot 226, to a point 28 feet South of the Northline thereof; thence Westerly, to a point 79 feet West of the East line and 47 feet South of the North line of said Lot 226; thence Westerly, to a point on the west line of said Lot 226 and 44 feet South of the Northeast corner thereof; thence Northerly, along the West line of said Lot 226, a distance of 44 feet, to the point of beginning.

Parcel Id.: KP32400000 0002

Legal:

Lot 2, MISSION MART, a subdivision in the City of Mission, Johnson County, Kansas.

**PROJECT AREA 3 – Roeland Drive to Nall Ave., Between Johnson Drive and Martway**

Parcel Id.: KF251209-1011 and KF251209-1014

Legal:

**Commencing at the northwest corner of the northwest 1/4 of the Southwest 1/4 of Section 9, Township 12, Range 25, in Johnson County, Kansas; thence North 3.70 feet to a point on the west line of the southwest 1/4 of the northwest 1/4 of said section; thence deflecting to the right from the last described course 66 degrees 41 minutes 50 seconds, a distance of 1332.57 feet, said line being 9.0 feet south and parallel to the center tangent line of an 18 foot wide brick slab (formerly U.S. Highway No. 50) and now known as Johnson Drive; thence southeasterly 90 degrees to the last described course a distance of 21 feet to the point of beginning; thence continuing on the last described course a distance of 250 feet; thence in a northeasterly direction along a course which makes an angle of 90 degrees to the last described course, a distance of 335.74 feet to the westerly line of Roeland Drive; thence deflecting to the left 98 degrees 09 minutes 58 seconds a distance of 251.72 feet to the southerly right of way line of said Johnson Drive; thence southwesterly along a line which is 30 feet from the center line of said Johnson Drive 300 feet to the point of beginning AND**

**All that part of the South 1/2 of the Northwest 1/4 of Section 9, Township 12, Range 25, in the City of Mission, in said county and state, described as follows: From the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 9; run thence North (this and all subsequent bearings being in relation to the West line of the Southwest 1/4 of said Section 9, as having an assumed bearing of due North-South), 3.70 feet to a point in a line that is 9.0 feet Southerly distance at right angles to the center tangent line of an 18 foot brick slab known as Johnson Drive formerly U.S. Highway No. 50; run thence North 66 degrees 41 minutes 50 seconds East along said line, 1386.57 feet; run thence South 23 degrees 18 minutes 10 seconds East, 271.0 feet to the true point of beginning of the tract of land herein described; thence North 66 degrees 41 minutes 50 seconds East 281.75 feet to the Westerly right of way line of Roeland Drive as now established; thence South 31 degrees 28 minutes 08 seconds East along said Westerly right of way line, 53.21 feet to the Northerly right of way line of Martway Street, as now established; thence South 66 degrees 51 minutes 57 seconds West along said Northerly right of way line, 289.31 feet; thence North 23 degrees 18 minutes 10 seconds West, 51.82 feet to the point of beginning, EXCEPT**

**All that part of the South 1/2 of the Northwest 1/4 of Section 9, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, described as follows: From the Northwest corner of the Northwest 1/4 of the Southwest 1/4**

of said Section 9; thence run North (this and all subsequent bearings being in relation to the West line of the Southwest 1/4 of said Section 9 as having an assumed bearing of due North-South) 3.70 feet to a point in a line that is 9.0 feet Southerly distance, at right angles to the center tangent line of an 18 foot wide brick slab known as Johnson Drive, formerly U.S. Highway No. 50; run thence North 66 degrees 41 minutes 50 seconds East along said line, 1332.57 feet; run thence South 23 degrees 18 minutes 10 seconds East, 21.0 feet to the Southerly right of way line of said Johnson Drive, as now established, also being the true point of beginning of the tract of land herein described; thence continuing South 23 degrees 18 minutes 10 seconds East, 250.00 feet; thence North 66 degrees 41 minutes 50 seconds East, 54.0 feet; thence North 23 degrees 18 minutes 10 seconds West 250.00 feet to the Southerly right of way line of said Johnson Drive; thence South 66 degrees 41 minutes 50 seconds West along said Southerly right of way line 54.0 feet to the point of beginning.

Parcel Id.: KR251209-1018

Legal:

All that part of the South 1/2 of the Northwest 1/4 of Section 9, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, as described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 9; thence North (assumed bearing of due North-South), a distance of 3.70 feet to a point on the West line of the Southwest 1/4 of the Northwest 1/4 of said Section 9; thence North 66° 42' 30" East, a distance of 1386.57 feet, said line being 8 feet South and parallel to the center tangent line of Johnson Drive; thence South 23° 18' 10" East, distance of 21 feet to the Southerly right-of-way line of Johnson Drive, as now established, also being the true point of beginning; thence South 23° 18' 10" East, a distance of 5.68 feet; thence North 69° 33' 35" East, a distance of 122.25 feet; thence North 66° 41' 50" East, a distance of 102.14 feet; thence South 73° 53' 09" East, a distance of 34.42 feet to a point on the Westerly right-of-way line of Roeland Drive as now established; thence North 31° 28' 08" West along said Westerly line, a distance of 9.00 feet; thence North 72° 23' 09" West along the right-of-way line as now established, a distance of 37.78 feet to the Southerly right-of-way line of Johnson Drive as now established; thence South 66° 41' 50" West along said Southerly line, a distance of 221.00 feet to the point of beginning; containing 2,487 square feet more or less.

Parcel Id.: KP38000000 0005 and KP38000000 0006

Legal:

Lots 5 and 6, MISSION VILLAGE, Block 5, a subdivision in the City of Mission, Johnson County, Kansas

Parcel Id.: KP38000000 0007

Legal:

**Lots 7, 8, 9, 10, 21 and 22, Lot 23, except the East 10 feet thereof, and the East 95 feet of Lot 20, Block 9, MISSION VILLAGE, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof;**

**Together with the non-exclusive right appurtenant to and for the benefit of the above described property to use existing and future parking facilities, drive aisles and access drives to the adjacent street created and granted by the Reciprocal License and Building Setback Line Agreement dated May 19, 1971, by and among Mission Mart, Inc., a Kansas corporation, Metropolitan Life Insurance Company, a New York corporation, and Safeway Stores, Incorporated, a Maryland corporation, filed for record September 1, 1971, in the Office of the Register of Deeds in and for Johnson County, Kansas, Register of Deeds No. 889503, and recorded in Book 223 Misc. at Page 208, over, upon and across the following described property in the City of Mission, Johnson County, Kansas, described as follows, to wit;**

**All that part of the South 1/2 of the Northwest 1/4 of Section 9, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, described as follows:**

**Commencing at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 9; thence North (this and all subsequent bearings being in relation to the West line of the Southwest 1/4 of said Section 9 as having an assumed bearing of due North-South) 3.70 feet to a point in a line that is 9.0 feet Southerly distance at right angles to the center tangent line of an 18-foot wide brick slab known as Johnson Drive, formerly U.S. Highway No. 50; thence North 66 degrees 41 minutes 50 seconds East along said line, 1386.47 feet (Deed-1386.57); thence South 23 degrees 18 minutes 10 seconds East, 21.0 feet to the Southerly right of way line of said Johnson Drive, as now established, also being the true point of beginning of the tract of land herein described; thence continuing South 23 degrees 18 minutes 10 seconds East, 301.82 feet to the Northerly right of way line of Martway Street as now established; thence North 66 degrees 51 minutes 57 seconds East, along said Northerly right of way line, 289.31 feet to the Westerly right of way line of Roeland Drive, as now established; thence North 31 degree 32 minutes 08 seconds West, along said Westerly right of way line, 304.90 feet to the Southerly right of way line of said Johnson Drive; thence Southwesterly along said Southerly right of way line, being a curve to the left and having a radius of 4470.0 feet, an initial tangent bearing of South 67 degrees 49 minutes 28 seconds West, an arc distance of 87.88 feet; thence South 66 degrees 41 minutes 50 seconds West, along said Southerly right of way line, 158.12 feet to the point of beginning.**

Parcel Id.: KP38000000 0016

Legal:

**Lot 16, MISSION VILLAGE BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas**

Parcel Id.: KP38000000 0023B

Legal:

East 10 feet of Lot 23 and the West 50 feet of Lot 24, MISSION VILLAGE BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP38000000 0024

Legal:

East 50 feet of Lot 24, MISSION VILLAGE BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas

Parcel Id.: KP38000000 0025

Legal:

Lot 25 except the East 49.1 feet, MISSION VILLAGE BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP38000000 0025A

Legal:

East 49.1 feet of Lot 25 and all of Lot 26, MISSION VILLAGE BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas, except the following tract:

**All that part of Lot 26, Block 5, MISSION VILLAGE, a subdivision of land in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeast corner of said Lot 26; thence S 33° 28' 53" E, along the East line of said Lot 26, a distance of 137.74 feet, to a point of curvature; thence Southerly along the Easterly line of said Lot 26, said line being on a curve to the right having a radius of 440 feet and a central angle of 6° 20' 05", a distance of 48.65 feet, to the Southeast corner thereof; thence S 64° 41' 05" W, along the South line of said Lot 26, a distance of 10.63 feet; thence N 29° 28' 17" W, a distance of 167.93 feet; thence N 72° 55' 50" W, a distance of 12.63 feet; thence S 64° 19' 42" W, a distance of 191.69 feet, to a point on the West line of said Lot 26; thence N 25° 09' 19" W, along the West line of said Lot 26, a distance of 10.50 feet, to the Northwest corner thereof; thence N 64° 50' 41" E, along the North line of said Lot 26, a distance of 200 feet, to the point of beginning. All subject to that part thereof, now dedicated for permanent street right-of-way.**

Parcel Id.: KR38000000 0026A

Legal:

**All that part of Lot 26, Block 5, MISSION VILLAGE, a subdivision of land in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeast corner of said Lot 26; thence S 33° 28' 53" E, along the East line of said Lot 26, a distance of 137.74 feet, to a point of curvature; thence Southerly along the Easterly line of said Lot 26, said line being on a curve to the right having a radius of 440 feet and a central angle of 6° 20' 05", a distance of 48.65 feet, to the Southeast corner thereof; thence S 64° 41' 05" W, along the South line of said Lot 26, a distance of 10.63 feet; thence N 29° 28' 17" W, a distance of 167.93 feet; thence N 72° 55' 50" W, a distance of 12.63 feet; thence S 64° 19' 42" W, a distance of 191.69 feet, to a point on the West line of said Lot 26; thence N 25° 09' 19" W, along the West line of said Lot 26, a distance of 10.50 feet, to the Northwest corner thereof; thence N 64° 50' 41" E, along the North line of said Lot 26, a distance of 200 feet, to the point of beginning. All subject to that part thereof, now dedicated for permanent street right-of-way.**

Parcel Id.: KP24950000 0001

Legal:

Lot 1, MISSION CELL TOWER, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP32400000 0001

Legal:

Lot 1, MISSION MART, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP32400000 0003

Legal:

Lot 3, MISSION MART, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP32400000 0004

Legal:

Lot 4, MISSION MART, a subdivision in the City of Mission, Johnson County, Kansas.

**PROJECT AREA 4 – between Woodson Road and Lamar Ave., South of Martway Street,  
Generally Following the Rock Creek**

Parcel Id.: KF251208-4033

Legal:

**All that part of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12 South, Range 25 East, sixth principal meridian, City of Mission, Johnson County, Kansas described as follows; Commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 8; thence North 01 degrees 51 minutes 53 seconds East, along the West line of the Northwest Quarter of the Southeast Quarter of said Section 8, a distance of 200.00 feet; thence South 88 degrees 06 minutes 06 seconds East, a distance of 465.00 feet; thence North 01 degrees 53 minutes 54 seconds East, a distance of 182.63 feet to the point of beginning; thence North 65 degrees 50 minutes 09 seconds West, a distance of 86.59 feet to a point on the Southerly right of way line Martway Street; thence Southeasterly along said right of way on a curve to the left having a radius of 548.98 feet, an initial tangent bearing of South 82 degrees 56 minutes 06 seconds East, a central angle of 08 degrees 22 minutes 18 seconds, a distance of 80.21 feet; thence South 01 degrees 53 minutes 54 seconds West, a distance of 31.44 feet to the point of beginning containing 1,181 square feet or 0.03 acres more or less.**

Parcel Id.: KP20600000 0001

Legal:

Lot 1, MARTWAY OFFICE BUILDINGS, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KF251208-4029

Legal:

All of the West 60 feet of the East 245.82 feet of the South 200 feet of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range, 25, in Mission, Johnson County, Kansas, except that part in streets and roads.

Parcel Id.: KF251208-4030

Legal:

All of the West 65 feet of the East 185.82 feet of the South 200 feet of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, except that part in roads.



Parcel Id.: KF251208-4031

Legal:

The West 80 feet of the East 325.82 feet of the South 200 feet of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, except that part now in 61<sup>st</sup> Street now in the City of Mission, Johnson County, Kansas.

Parcel Id.: KF251208-4039

Legal:

The East 75 feet of the West 540 feet of the Northwest Quarter of the Southeast Quarter of Section 8, Township 12, Range 25, in the City of Mission, Johnson County, Kansas, lying South of 60<sup>th</sup> Street, except the South 200 feet thereof.

Parcel Id.: KF251208-4043

Legal:

**THAT PART OF THE EAST 300 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 12, RANGE 25, IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, WHICH LIES NORTH OF THE MISSION CITY PARK PROPERTY CONVEYED TO THE CITY OF MISSION BY DEED RECORDED IN BOOK 354 DEEDS, AT PAGE 533 AND SOUTH OF 60TH STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, WHICH IS 527.40 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 66 DEGREES 19 MINUTES WEST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID MISSION CITY PARK PROPERTY, A DISTANCE OF 66.24 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, SAID POINT OF BEGINNING BEING ON THE CENTER LINE OF 60TH STREET, AS NOW DEDICATED; THENCE CONTINUING SOUTH 66 DEGREES 19 MINUTES WEST, ALONG THE NORTHERLY BOUNDARY OF SAID PARK PROPERTY, A DISTANCE OF 294.11 FEET, MORE OR LESS, TO A POINT 330 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH, ALONG A LINE 330 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 147.22 FEET, MORE OR LESS, TO THE CENTER LINE OF THE DEDICATED RIGHT OF WAY OF SAID 60TH STREET; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG SAID CENTER LINE, A DISTANCE OF 273.76 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPT THAT PART IN STREET AND ROADS AS CONVEYED TO THE CITY OF MISSION IN BOOK 436 DEEDS, PAGE 621 AND IN BOOK 440 DEEDS, PAGE 367.**

Parcel Id.: KP07000006 0009

Legal:

Lot 9, Block 6, COUNTRYSIDE, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat thereof.

Parcel Id.: KR251208-4054

Legal:

A TRACT OF LAND FOR PERMANENT RIGHT-OF-WAY PURPOSES LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 25 EAST, IN MISSION, JOHNSON COUNTY, KANSAS, BEARINGS ARE REFERENCED TO GRID NORTH OF THE KANSAS STATE PLANE COORDINATE SYSTEM, 1983, NORTH ZONE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8, T12S, R25E, BEING A FOUND DISK IN MONUMENT BOX; THENCE S02°05'18"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 831.95 FEET; THENCE N87°54'42"E ALONG A LINE THAT IS PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE S56°13'55"W, A DISTANCE OF 17.63 FEET TO A POINT THAT IS 30.00 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE N02°05'18"W ALONG A LINE THAT IS PARALLEL WITH AND 30.00 FEET EAST OF SAID WEST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 54.98 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MARTWAY DRIVE, AS NOW ESTABLISHED; THENCE S69°19'24"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 16.27 FEET TO A POINT THAT IS 45.00 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER, AS MEASURED PERPENDICULAR TO SAID WEST LINE; THENCE S02°05'18"E ALONG A LINE THAT IS PARALLEL WITH AND 45.00 FEET EAST OF SAID WEST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 39.43 FEET TO THE POINT OF BEGINNING.

THE TRACT DESCRIBED ABOVE CONTAINS 708 SQUARE FEET, OR 0.0163 ACRES, MORE OR LESS.

Parcel Id.: KP20600000 0002

Legal:

Lot 2, MARTWAY OFFICE BUILDINGS, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP20600000 0003

Legal:

Lot 3, MARTWAY OFFICE BUILDINGS, a subdivision in the City of Mission, Johnson County, Kansas.

Parcel Id.: KP20600000 0T0A

Legal:

Tract A, MARTWAY OFFICE BUILDINGS, a subdivision in the City of Mission, Johnson County, Kansas.

<b>City of Mission</b>	Item Number:	7b.
<b>ACTION ITEM SUMMARY</b>	Date:	November 6, 2019
<b>Administration</b>	From:	Laura Smith

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

**RE:** Issuance of Special Obligation Tax Increment Revenue Bonds (Gateway Project), Series 2019.

**RECOMMENDATION:** Adopt the ordinance authorizing the issuance of Special Obligation Tax Increment Revenue Bonds (Gateway Project), Series 2019 for the purpose of paying certain redevelopment project costs in connection with the Fourth Amended Tax Increment Financing Redevelopment Project Plan for the Mission Gateway Project.

**DETAILS:** At the November 6, 2019 Special City Council meeting, Council will consider a Resolution Authorizing the offering for sale of Special Obligation Tax Increment Revenue Bonds (Gateway Project) in connection with the Mission Gateway project.

The only condition precedent remaining under the First Amendment to the Third Amended and Restated Redevelopment for the Mission Gateway Project for the issuance of bonds is receipt of the final loan documents. We are told they will be completed and delivered to us prior to the date we issue the special obligation bonds. The Preliminary Limited Offering Memorandum (PLOM) is expected to be posted on or about November 7. Bond pricing is set to occur following approval of the bond ordinance on or about November 18, 2019 (assuming all conditions precedent to pricing set by the underwriter have been met), with bond closing estimated to occur on December 12, 2019.

The City's financial advisor and bond counsel will be in attendance at the special meeting on November 6 to present information on the bond structure and the remaining process and to answer any questions.

Once the bonds are issued, the proceeds will be escrowed and will be distributed in accordance with the conditions precedent to bond proceeds distribution as outlined in the Amendment to the Redevelopment Agreement.

The Special Obligation bonds are payable exclusively from revenues generated by the Gateway project and are not backed by the full faith and credit of the City. The City is not responsible for the repayment of these bonds under any circumstances.

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

Related Statute/City Ordinance:	K.S.A. 12-1770 <i>et seq.</i>
Line Item Code/Description:	NA
Available Budget:	NA

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

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT REVENUE BONDS (GATEWAY PROJECT), SERIES 2019, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$46,000,000 OF THE CITY OF MISSION, KANSAS, FOR THE PURPOSE OF PAYING CERTAIN REDEVELOPMENT PROJECT COSTS IN CONNECTION WITH THE FOURTH AMENDED TAX INCREMENT FINANCING REDEVELOPMENT PROJECT PLAN FOR THE MISSION GATEWAY PROJECT; AUTHORIZING EXECUTION OF CERTAIN OTHER DOCUMENTS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

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**WHEREAS**, the City of Mission, Kansas (the “City”), is a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Kansas as a city of the second class; and

**WHEREAS**, the City has the authority to adopt tax increment financing pursuant to the Kansas Tax Increment Redevelopment Act, constituting sections K.S.A. 12-1770 *et seq.*, as amended (the “Act”); and

**WHEREAS**, the City created the Mission Gateway Redevelopment District by the passage of Ordinance No. 1190 on January 11, 2006, as amended by the passage of Ordinance No. 1195 on February 8, 2006 (the “Original Redevelopment District”); and

**WHEREAS**, the City adopted the Fourth Amended Tax Increment Financing Redevelopment Project Plan (the “Redevelopment Plan”) by the passage of Ordinance No. 1468 on October 18, 2017, and the Redevelopment Plan became effective on January 1, 2019; and

**WHEREAS**, on October 17, 2017, the City passed Ordinance No. 1469 establishing the Mission Gateway Community Improvement District #3 (the “CID”) and levying a 1.0% community improvement district sales tax within the CID for a period of twenty-two (22) years commencing on January 1, 2019 the (“CID Sales Tax”); and

**WHEREAS**, on September 19, 2018, the City passed Ordinance No. 1487 amending Ordinance No. 1469 in order to delay the commencement date of the CID Sales Tax to July 1, 2020; and

**WHEREAS**, on November 18, 2019, the City passed Ordinance No. [\_\_\_\_\_] dividing the Original Redevelopment District into five separate redevelopment districts pursuant to K.S.A. 12-1771(h), one of such resulting redevelopment districts being Rock Creek Redevelopment District No. 1 (Gateway); and

**WHEREAS**, the City has determined that it is necessary and desirable to issue its Special Obligation Tax Increment Revenue Bonds (Gateway Project), Series 2019 (the “Bonds”), in the maximum aggregate principal amount of \$46,000,000 to pay a portion of the Redevelopment Project Costs in Rock Creek Redevelopment District No. 1 (Gateway), fund a debt service reserve fund, fund capitalized interest on the Bonds, and pay the costs of issuing the Bonds.

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

**Section 1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere in this Ordinance, capitalized terms used herein not otherwise defined shall have their respective meaning as set forth in the Indenture (herein defined).

**Section 2. Authorization of the Bonds.** The City is hereby authorized to issue and sell the Bonds in the original aggregate principal amount of not to exceed \$46,000,000, the proceeds of which will be used to pay the Redevelopment Project Costs in Rock Creek Redevelopment District No. 1 (Gateway), fund a debt service reserve fund, fund capitalized interest on the Bonds and pay certain issuance costs related to the Bonds. The Bonds (i) shall be issued and secured pursuant to the herein authorized Indenture; (ii) shall be issued in a principal amount of not to exceed \$46,000,000; (iii) shall be issued in minimum denominations of not less than \$100,000 and sold and transferred solely to Qualified Institutional Buyers; (iv) shall have a true interest cost not exceed 5.75% and each maturity of the Bonds shall bear interest at an interest rate of not to exceed the provisions of K.S.A. 10-1009; (v) shall have a final maturity no later than March 1, 2039; and (vi) shall be sold to D.A. Davidson & Co., Denver, Colorado (the “Underwriter”) with a maximum underwriter’s discount of 2.0%.

The final terms of the Bonds shall have such other terms and provisions, shall be issued, executed, authenticated and delivered in such manner and shall be subject to such provisions, covenants and agreements, as are set forth in the Indenture upon the execution thereof.

The Bonds, together with interest and premium, if any, thereon are not general obligations of the City but are limited obligations payable solely from the trust estate pledged to the payment thereof under the Indenture and shall be a valid claim of the respective holders thereof only against the trust estate and other moneys held by the Trustee and the revenues so pledged. In no event shall the Bonds be payable out of any funds or properties other than those pledged or acquired under the Indenture, and the Bonds shall not be deemed to constitute a debt or liability of the State of Kansas, the City or of any political subdivision thereof and the issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State of Kansas or any political subdivision thereof to levy any form of taxation therefor or to budget or make any appropriation for their payment. Nothing in the Bonds, the Indenture, the proceedings of the City authorizing the Bonds or the Act shall be construed to be a debt or loan of credit of the City, the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

**Section 3. Security for the Bonds.** The City shall deposit the revenues pledged to repayment of the Bonds into the Tax Increment Fund as set forth in the Indenture. The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the Tax Increment Fund and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Bonds. The moneys in the Tax Increment Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance. Such revenues shall be determined and collected in the manner provided by law and as provided in the Indenture.

**Section 4. Authorization and Approval of Documents.** The following documents are hereby approved in substantially the forms presented to and reviewed by the City at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver each of such documents to which the City is a party (the “City Documents”) with such changes therein as shall be approved by the officer or officers of the City executing such documents, such officers’ signatures thereon being conclusive evidence of their approval and the City’s approval thereof:

(a) Bond Trust Indenture dated as of the date stated therein (the “Indenture”), between the City and Security Bank of Kansas City, as trustee (the “Trustee”);

(b) Bond Purchase Agreement dated as of the date of delivery thereof, between the City and the Underwriter;

(c) Tax Compliance Agreement dated as of the date stated therein between the City and the Trustee;

(d) Continuing Disclosure Undertaking dated as of the date stated therein, between the City and the Trustee; and

(e) Master Funding Agreement dated as of the date stated therein, among the Developer, the City, Developer’s lenders and the Trustee.

**Section 5. Preliminary and Final Limited Offering Memorandum.** The Preliminary Limited Offering Memorandum is hereby ratified and approved. The final Limited Offering Memorandum is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Limited Offering Memorandum, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor, City Administrator, City Clerk, or Finance Director are hereby authorized to execute the final Limited Offering Memorandum as so supplemented, amended and completed, and the use and limited distribution of the final Limited Offering Memorandum by the Underwriter in connection with the offering of the Bonds is hereby authorized.

**Section 6. Execution of Bonds and Documents.** The Mayor is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor (or, in the Mayor’s absence, the acting Mayor) and other appropriate City officials are hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary.

**Section 7. Tax Covenants.** The City covenants and agrees that (a) it will comply with all applicable provisions of the Code, including *Sections 103 and 141 through 150*, necessary to maintain the excludability from federal gross income of the interest on the Bonds; and (b) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the excludability from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excludable from federal gross income, to the extent any such actions can be taken by the City.

**Section 8. Further Authority.** The Issuer shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including, but not limited to, agreements with respect to the investment of funds held under the Indenture.

**Section 9. Governing Law.** This Ordinance and the Bonds shall be governed by and construed in accordance with the applicable laws of the State of Kansas.

**Section 10. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication of this Ordinance or a summary thereof in the official City newspaper.

**PASSED** by the governing body of the City on November 18, 2019 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

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Ronald E. Appletoft, Mayor

ATTEST:

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Martha Sumrall, City Clerk



(Published in *The Legal Record* on November \_\_, 2019)

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**

On November 18, 2019, the governing body of the City of Mission, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT REVENUE BONDS (GATEWAY PROJECT), SERIES 2019, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$46,000,000 OF THE CITY OF MISSION, KANSAS, FOR THE PURPOSE OF PAYING CERTAIN REDEVELOPMENT PROJECT COSTS IN CONNECTION WITH THE FOURTH AMENDED TAX INCREMENT FINANCING REDEVELOPMENT PROJECT PLAN FOR THE MISSION GATEWAY PROJECT; AUTHORIZING EXECUTION OF CERTAIN OTHER DOCUMENTS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The Ordinance authorizes the City of Mission, Kansas, to issue its Special Obligation Tax Increment Revenue Bonds (Gateway Project), Series 2019 (the “Bonds”), in the maximum principal amount of \$46,000,000 for the purpose of paying certain Redevelopment Project Costs pursuant to K.S.A. 12-1770 *et seq.*, fund a debt service reserve fund, fund capitalized interest on the Bonds and pay certain issuance costs related to the Bonds, all as more fully described in the Bond Trust Indenture authorized by the Ordinance. The Bonds are not general obligations of the City but are limited obligations payable solely from the trust estate pledged to the payment therefor under the Bond Trust Indenture. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City, 6090 Woodson, Mission, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.missionks.org](http://www.missionks.org).

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

DATED: November 18, 2019.

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City Attorney

<b>City of Mission</b>	Item Number:	7c.
<b>ACTION ITEM SUMMARY</b>	Date:	November 6, 2019
<b>Administration</b>	From:	Jim Brown / Brian Scott

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

**RE:** A Resolution finding that a structure is unsafe and dangerous, and directing that the structure be repaired or removed and the premises made safe and secure.

**RECOMMENDATION:** Approve the attached resolution finding that a structure at 5399 Martway is unsafe and dangerous, and directing that the structure be repaired or removed and the premises made safe and secure.

**DETAILS:** The structure at 5399 Martway Street, more commonly known as Mission Bowl, is a bowling alley that was built in 1958. The structure experienced a fire on the afternoon of April 3, 2015, which resulted in extensive damage. Subsequent restoration of the structure has been stalled due to protracted litigation that was initiated not long after the fire occurred. During this time the building has become exposed to the elements leading to further deterioration.

The Community Development Department is responsible for ensuring all property in Mission meets various building and property safety codes and does not pose a risk to the general public. To meet this goal, department staff responds to citizen complaints and requests, as well as requests from the Mission Police Department and the Johnson County Consolidated Fire District #2 regarding possible dangerous structures. Staff also performs self-initiated inspections when a structure presents a clear danger to the public. Inspections are conducted using criteria listed in the 2012 International Property Maintenance Code Section 108.1.5.

In accordance with Kansas Statutes Annotated 12-1752, when staff determines that a structure is dangerous, a written report from the building official is prepared and presented to the City Council. This written report becomes the basis for the City Council to conduct a public hearing for the purpose of taking testimony from the owner, and all other interested parties, as to the condition of the structure, and to determine whether the structure should be repaired or demolished, and the time frame for such.

On July 8th, an inspection of the structure at 5399 Martway was conducted by the City of Mission's Building Official, Jim Brown, and Consolidated Fire District #2 Fire Marshall, Todd Kerkhoff. (See *Exhibit A, 5399 Martway Street; Dangerous Structures Inspection dated July 8, 2019*).

A copy of the report was sent to the owner requesting a response as to the action they intended to take and to report such to the building official by July 26th. (See *Exhibit B, Notice of Violation and Order to Abate dated July 10, 2019*). No response was ever received.

Related Statute/City Ordinance:	K.S.A 12-1750 / Mission Code Section 510
Line Item Code/Description:	N/A
Available Budget:	N/A

<b>City of Mission</b>	Item Number:	7c.
<b>ACTION ITEM SUMMARY</b>	Date:	November 6, 2019
<b>Administration</b>	From:	Jim Brown / Brian Scott

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

In accordance with Kansas Statutes Annotated, 12-1752, staff presented the report to the City Council and requested that a resolution be adopted setting a public hearing for the purpose of taking testimony from any interested parties as to why the structure should not be condemned and ordered repaired or demolished pursuant to state statutes and the Building Official's Request for Condemnation.

The resolution setting a public hearing for October 16, 2019 was adopted by the City Council on August 21st. The resolution was published in the Legal Record for two consecutive weeks, on the same day of the week, and at least 30 days prior to the date of the public hearing. A certified copy of the resolution was also sent to the property owner, tenant, and lienholder. All of this in accordance with Kansas Statutes Annotated 12-1752.

The public hearing was held at the City Council's regularly scheduled meeting on October 16, 2019. At the public hearing Mr. Brown presented his report and findings as to the current condition of the structure. Other interested parties, including an attorney representing the restoration company that did some initial work on structure, presented testimony. (See Exhibit C, Minutes of Public Hearing Held October 16, 2019)

At the conclusion of the public hearing, the City Council approved a motion directing staff to develop findings of fact for the Council's consideration at a future meeting. The attached resolution presents proposed findings of fact and and next steps to address and alleviate the current, unsafe condition of the structure.

The owner of the structure shall have ten (10) days to present a plan for the restoration or removal of the structure to the City, and thirty (30) days to prosecute such plan. If no plan is presented, or the work is not completed within 30 days, then the City may take action to have the structure removed and costs for removal billed to the property owner. If the property owner fails to pay these costs within thirty (30) days of being invoiced, then the City may have the costs placed on the tax rolls as a lien against the property.

Once adopted, the resolution will need to be published for one week, and copies sent to all interested parties via certified mail. The 30-Day deadline will expire December 18. If the property owner does not take any action, the staff will present bids for the demolition of the structure at the regularly scheduled City Council meeting on January 15, 2020.

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

Related Statute/City Ordinance:	K.S.A 12-1750 / Mission Code Section 510
Line Item Code/Description:	N/A
Available Budget:	N/A

## Transcript

### Excerpt from October 16, 2019, Mission City Council Meeting

#### Item 1a. – Public Hearing – Roeland Park De-Annexation

Laura Smith: As everyone is aware, since December of 2018, the cities of Mission and Roeland Park have been in conversation about the potential benefits of annexation and de-annexation of a parcel of property that's about 7/10<sup>th</sup> of an acre at the northeast corner of Johnson Drive and Roe Boulevard. This is former KDOT right-of-way that was purchased by the city of Roeland Park several years ago in order to help round out a potential site for development in their community, but the city limit boundaries currently bisect or cross through the site, and that piece of ground is actually in the city of Mission, Kansas.

Earlier this year, the city of Roeland Park began negotiations with a developer for redevelopment of that property. As we looked at it, we considered primarily the bureaucracy and red tape of asking a developer to go through zoning approval process within two cities for a particular project, sort of re-engaged in our conversations about the potential benefits of that annexation and de-annexation. Earlier this month, our two cities agreed to proceed with the process, primarily for the benefit of the developer and that project. The first step in that process was to pass a resolution, calling a public hearing for this evening, giving people the opportunity to speak on either side, in favor or against the potential de-annexation. Following the conclusion of the public hearing, the Council will consider an ordinance that would exclude the property from our corporate boundaries. The city of Roeland Park would then also convene a special meeting this evening to potentially look at annexing that same piece of ground into their city. I'm happy to answer any questions.

*Mayor Appletoft opened the public hearing.*

Mayor Appletoft: I'd entertain comments from the public. If you'd like to comment, please come forward to the lectern and state your name and city of residence for the record. Is there anybody here to speak on the de-annexation? Yes, please come forward.

James Hampton: My name is James Hampton, I'm a resident of Kansas City, Missouri. I'm here with Mauer Law Firm, the city attorneys for Roeland Park. The City apologizes that they can't be here. They have a meeting as well, as you know. So, kind of like you heard, the process going forward with de-annexation and annexation. Pursuant to KSA 12-504 and 505, the City Council for Mission has to make certain findings regarding the land, and I wanted to talk about some of the specific findings that the city of Mission and your Council need to find.

First, that no private rights will be injured or endangered by the exclusion of land. That will not be the case. The City of Roeland Park is the only owner of record for this land. The public will suffer no loss or inconvenience by the exclusion. Again, the City of Roeland Park is the only owner. This will save a lot of time and a lot of money for both the City of Mission and Roeland Park, moving forward with the development of the parcel of land. Also, that [inaudible] requires that Roeland Park's petition for de-annexation be approved. Again, this land is being used to develop a project, and if the land remains in the

city boundary of Mission, then the developer will have to go through two city planning commissions and two city councils. So, we request that you grant our petition, and that you pass the ordinance. Thank you.

Mayor Appletoft: Thank you. Anyone else here to speak on the de-annexation? Seeing none, we will close the public hearing. The next step is consideration of the ordinance, excluding approximately .7 acres at the northeast corner of Johnson Drive and Roe Boulevard from Mission's corporate limits. I would entertain a motion.

Councilmember Quinn: Mayor, I move that City Council adopt an ordinance excluding certain lands from the city of Mission, Kansas, in conformity with the provisions of KSA 12-504 and KSA 505, and all amendments thereto.

Councilmember Davis: Second.

Mayor Appletoft: We have a motion and a second. Discussion?

Ms. Smith: Mayor, if I might, I might clarify, Mr. Hampton did reference the specific findings, and those are detailed in the ordinance that was included in your packet.

Mayor Appletoft: Seeing no discussion, I would call for a vote.

*Aye: Davis, Schlossmacher, Flora, Thomas, Inman, Kring, Rothrock, Quinn (8)*

*No: (0)*

*Motion was approved 8-0.*

#### **Item 1b. – Public Hearing – Structure at 5399 Martway**

Mayor Appletoft: Moving on to item 1b., it's a public hearing for 5399 Martway. I would now like to open our second hearing. This is the former Mission Bowl property. Pete Heaven, Mission's land use attorney, will begin by providing us with information on the purpose of this hearing tonight. Mr. Heaven.

Mr. Pete Heaven, Spencer Fane: Mayor and Council. Under Chapter 510 of our code, the City enjoys the ability to regulate unsafe, dangerous structures, either by requiring that they be rehabilitated, or removed. Mission Bowl suffered a substantial fire in 2015, and it came to our attention that nothing has been done with that property. So, we initiated the procedures under Chapter 510 and had an inspection on the property. Tonight, the purpose of this hearing is for you to gather facts from those who wish to speak and make a determination whether this building is unsafe or dangerous, and require either rehabilitation or removal.

At the end of the hearing, the Council will take this under advisement. Staff has prepared suggested findings of fact based on *[inaudible, coughing]* hearing, and take this up at a later time through resolution, probably at the November meeting. At this time, I'd like to introduce Jim Brown, who is our official who has taken a look at the property, and is going to give a report.

Mr. Jim Brown, Building Official: Good evening, Mayor and Council. What I will be speaking to is the *[inaudible, coughing]* inspection report that was done on the day of July the 8<sup>th</sup>, which brought us around to where we are today. Effective on that day, we were provided, as staff, escort into the building, access

to the building, by a former tenant Mrs. O'Donnell, provided access to both myself and the fire marshal, so we could do an investigation and determine whether or not this is indeed a dangerous structure.

One of the roles of a building official is to evaluate these type of structures and make that determination, whether it is or is not. We use specific criteria to reach that end. Whereas it is basically... The International Property Maintenance Code gives us the conditions and criteria, outlines those for us. In this case, the 2012 International Property Maintenance Code, and specifically Section 108.1.5. There's 11 conditions included in that that provides guidelines that we use so that we can make a determination. Out of those 11, there were eight points that were to be discussed and investigated on this particular structure. And so, in that investigation, it was determined that... Something else to know. Whenever we do these investigations, the property maintenance code also has a provision that any structure or premises which has any or all the conditions or defects described in those 11 items shall be considered dangerous. So, it's not "may be" considered dangerous; it's "shall be" considered dangerous. Any or all, keeping it in mind, it could be one, it could be four, it could be five. It could be a combination of anything, or all. Which leads us down this path. In this case, any door, aisle passageway, stairway, exit, or other means of egress that does not conform to the building or fire code of the jurisdiction as related to the requirements for the existing building. Well, extensive damage was at the origin of the fire, which is located adjacent to the front entrance, thereby making a means of egress impossible to traverse or utilize after the fire event, which occurred on April 3, 2015. The walking surface of any aisle, passageway, stairway, exit, or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress. Again, the intensity of the fire was so intense that it damaged this area to the point where it heavily damaged the means of egress to this particular structure.

Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism, or any other cause, to an extent that is likely to partially collapse or become detached or dislodged. The fire damaged several areas of this structure. One area in particular of the roof structure adjacent to the front entry, is composed of what's commonly known as a Warren SJ type trusses. That's the roof support. So, four of these are approximately five feet on the center, and they have corrugated roof decking, which is a common component. And the exterior was damaged to the point that it regulated it to require temporary shoring be put in place so as not to continue to sag or fail. Several roof leaks existing. All the galvanized coating on the roof components have completely flaked off because of extreme heat. It is bowed, it's caused a lot of deflection. Mold and mildew is present in several areas. Of course, roof leaks continue to exist. The building remains, for the most part, in the same condition it was after the fire event and has not improved in any way, and it will continue to deteriorate due to weather events and other extremities.

Any portion of a building or member, appurtenance or ornamentation to the exterior thereof not sufficient in strength or stability, or is not anchored, attached or fastened in place, be place, be capable of resisting the natural or artificial loads of one and one-half the original designed value. This one and a half times value is something that's typically done by engineering, just to make sure that you have a safety factor over and beyond what is required for any structure. The front wall of this building is incapable of supporting specifically the roof components that I spoke about, and again, required a temporary shoring, so there's no way it can hold even its own weight, much less that that would be required, one and a half times what the amount of the load should be.

If the building or structure, or any portion thereof, is unsafe for its use and occupancy. Well, due to the extensive fire event, firefighting efforts temporarily destroyed evidence of damage. Instability of the front wall to support a roof structure. All utilities are disconnected. All of these items clearly demonstrate the building is unsafe for its intended use and occupants.

The building structure is neglected, damaged, dilapidated, unsecured, abandoned, etc., becomes a harbor for criminals, immoral persons, or enables persons to resort to committing a nuisance or an unlawful act. The building, in essence, is abandoned. During our investigation, the fire marshal himself discovered that the front door was officially unlocked. Anybody could walk up to it, open the door, and enter the premises, thereby leading to its enticement as an attractive nuisance, which could contribute to unauthorized activity, etc., unauthorized individuals occupying the space.

The above-listed conditions be a detriment to the health, safety or welfare of the city's residences existing, which constitutes [inaudible] nuisance. Any building or structure, because of lack of sufficient and proper fire-resistance-rated construction, fire protection system, electrical system, fuel connections, etc., could be a threat or is determined to be a threat to life and health. Again, all utilities have been shut off dating back to the fire event of April 3, 2015. There is no operating fire system, mechanical system, plumbing system, or any other system. Any portion of a building which remains on the site after demolition or destruction of a building or structure so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public. Again, this building is completely vacant. The front door was discovered being open, unsecured, and it is, by evidence of its present condition, ongoing condition, and continuing condition, it is evidence that this structure indeed meets the criteria as stipulated in our code to deem it as being a dangerous structure.

We have some photographs, we'll probably have to dim the lights considerably to see them somewhat clearly. The first photograph here is a view looking north towards the main entrance. The north wall was damaged to an extent to not to support the [inaudible] roof loads. The temporary shoring supporting the roof loads [inaudible] expanding the joist. The temporary shoring you've got here consists of some four-by-fours and other elements that help support the roof components, which span to the exterior wall here. You see the opening where the fire burned through the roof system, creating openings in the roof. So, the support member of this particular joist, of these, is virtually non-existent. So, without the shoring, you're looking at a situation where that could possibly sag even more and cause a collapse. This view of the exterior load wall showing flexion in the roof joists. And you can see the flexion, meaning this. Not only is the galvanized roof in flexion, but other components of the roof system, which is what we commonly call "bridging." Bridging is a component put into these type of truss systems to stabilize and provide wind bracing, etc., for the truss, basically keep it in line, keep it straight. They're not intended to move or alter in their condition without causing some significant strain onto the trusses themselves.

This photograph shows a little more clearly as to the exterior wall, and the bearing points of the joists onto this wall system. When this burned away, there was so much flexion in the roof, not only did it peel away some of the exterior components, but it peeled away the structural integrity of those. So, these are typically welded into a weld plate on top of that wall system. So, if the wall system moves in any way, it jeopardizes the integrity of that connection, and you're looking at a very dangerous situation.

This view is basically the origin of the fire, and the bag is actually called, here where a grease duct used to be, a grease duct serving the kitchen area. This component was placed to help, I think protect from

weather elements and those kinds of things, and it's continued to leak because no other repairs have been done in four-plus years, whatever it may be.

Another photograph, a similar situation where the temporary tarp-type, plastic components in, try to control some of the weather events. This is a main component, too, where this framing connects to the roof system, and there's significant charring or burning here, to the point where the structural integrity is gone. Those components are gone.

This beam is one of the most tell-tale signs of the damage and the heat transfer from the fire to the steel structure. When the fire hits a steel structure, the temperatures are so extreme it causes steel to warp. So, you see that, the bridging edge – you remember, I was speaking about bridging. Look at the warp that's in this bridging component. It's tying these trusses together. The heat was so intense that it started to bend and warp and move the steel components. It also warped this heavy beam that's a main structural component of the whole building, and it was also... Notice, it's something that occurred during the fire. But during the investigation, it was noticed that where this arrow is pointing, there's a column – this column – there was a support column here at some point in time. The bolt connection is there, the holes are there, and that column is gone. Now, it's not something that happened during the fire, but it is something that raises concern to me. Because now, this column is in place, and this distance has just increased. So, was it designed for that particular use? This is already warped through the fire event, so it's causing even more stresses and strain onto the structure. Again, you can see the roof components warping severely. And that is continuous, especially for the front of the building. This is ongoing because that was basically the origin of the fire, where the most intense fire was, the heat of the fire. And you can see evidence of just how intense this fire was. For those fighting this fire, one can only imagine how intense it was for them as well, trying to control this with a heat transfer of a thousand degrees, which it had to be to cause these conditions. Again, you'll see it repeated over and over. Now, everywhere you see this, keep in mind, too, that the roof itself is on top of this metal backing. And it's screwed and connected to various components to that metal backing, and when this fails and it separates, the acts of nature [inaudible, coughing] do its damage to this particular building. You can see in several locations this thing keeps repeating itself, as the damage that we saw provides us evidence to reach this conclusion.

There's the front door. As we said, it was open; it was not secure, it was not locked, so anyone could have walked into this building at any time. Do keep in mind, though, we did, the fire marshal himself locked this door as we departed, just to provide another layer of security that wasn't present at the time. This is the back room, storage room. These doors are secure to prevent anyone from entering from the back side. There's an example of the electrical panel. For the panel and the components that you see here, either that was done after the fact, or someone trying to remove elements out of that panel failed. Whatever the case may be. Or, it would be frightful to note that the panel was in that kind of condition before we ever had the fire event.

Another area of storage in the back. You see all kinds of exposed wire and components, again, leading to this being a dangerous structure, whether it was related to the fire or not. This particular window has a screwdriver stuck into the latch of the window itself to kind of provide some kind of security from somebody opening the window from the outside and gaining entry into the building. In the back, this is a storage shed, typical storage shed in the rear of the building, to the south, adjacent to where the wastewater treatment facility is. There's evidence of cots, bedding, pallets, if you will, someone using it at some point in time as a place of refuge, I suppose. Again, in this part of it, there was evidence of that



as well, of people probably spending the night, or whatever the case is. Gaining access to what used to be the putt-putt area.

So, with all of these items and all of this that we presented this evening, this is the very reason we declare this as a dangerous structure. We feel confident we have enough evidence to support that as we go forward in this process. That concludes what I have this evening for a presentation. Thank you.

Councilmember Kring: What have we done to secure that building so that people aren't coming in there?

Mr. Brown: The building right now, we secured that front door, and the rear doors are secure. As far as the shed, last time I checked on the shed was, I believe it was last Thursday, and that door appeared to be closed and had a padlock on it at the time. Who did that, I don't know. The City didn't take that action.

Mayor Appletoft: All right. I would now like to entertain comments from members of the public. Please limit your comments to five minutes, and comments are to be addressed to Council. So, if you have some comments, please come forward to the lectern, state your name, city of residence, and sign in, please.

Mike Baumberger: Good evening. My name is Mike Baumberger. I am an attorney for National Catastrophe Restoration, Inc, or NCRI, as they are referred to. They have a substantial lien, a mechanics lien on the property, about \$900,000. Before I start, I'd like to give you each a three-ring binder.

[Distributes binders to council members.]

Mr. Baumberger: As you know, a fire started on the property on April 3<sup>rd</sup> of 2015. It started in the kitchen area, did considerable damage in the kitchen area, and my client was actually contacted that day to go ahead and provide various remediation and restoration services on the property. If you look at Exhibit 1, that's actually the contract between my client and Mission Recreation, Inc., which is the entity that operates the bowling alley, but also the tenant on the property. If you look at Exhibits 2 and 3, you'll see photographs of what was going on at the time of the fire. You'll see where the fire department has busted out the front windows. They even went ahead and put some holes in the roof to make sure the fire was out. Then, you'll see a few photos that will kind of give you a flavor of what the insides looked like immediately after the fire. That should cover most of what is in Exhibits 2 and 3.

Now, before my client actually went inside and did any work, they had a structural engineer come out to make sure that the building was safe for its employees to go ahead and work in there. If you look at Exhibit 4, it's a letter from John Krudwig of Krudwig Structural Engineers. The next to last paragraph says [reading] *In my professional opinion, the existing building structural framing is structurally sound to allow access and occupancy during the cleaning, restoration and repair work phase of this project.* So, we've got some front-end notification that the premises are structurally sound. If you look through Exhibits 6, 7 and 8, you'll see considerable work was actually done on the premises. In Exhibit 5, you'll see where there's a lot of plywood put up around the doors and windows on the front. You'll see in Exhibit 6 where the lanes have been cleaned, covered with cardboard. You'll see that there are pin setters in the back. You'll basically see that the building has been gutted from all its materials. There was a lot of wet insulation, ceiling tiles, carpet, and all the contents were cleaned out of the building. Then, efforts were made to dry the premises out. If you look at Exhibit 7, you can see that the pin setters have been covered with plastic. The lanes look to be in pretty good shape. You can see ball return mechanisms are still in there. And what they did is they had to go in with dry ice blasting, and that basically removes all the soot. And then, they go back in with a sealer, and that's where you can seal the walls and the ceiling trusses, roof trusses, are

all white from that sealer. So, there was considerable work done in there. I just, to the extent anybody represents that no work was done in there, there was considerable work. In fact, our mechanics lien is Exhibit 8, which is about \$900,000. That lien actually attaches to both the leasehold interest in the property, which is Mission Recreation is the leasehold/tenant, and it also attaches to the fee simple interest of the owner of the property, which is Mission Mart Shopping Center, Inc. There is a ruling – which is Exhibit #9 – from the District Court of Johnson County, which basically fleshes that out. I've noted, there's a little bit of an [inaudible, coughing], if you want to call it that, at the very beginning of your binders, and it's actually got paragraph numbers from Exhibit 9 that would point out the fact that there is an agency relationship between those two parties, and that served for the basis of the lien attaching both the leasehold and the fee simple interest in the property.

My client did all the restoration and remediation services in the first couple of months, and they ultimately were not selected to be the Phase II contractor that would go in and do the rebuild. They did an estimate that would cost about \$282,000 to put the building back to the way it was. That's attached as Exhibit 10. Obviously, there has been litigation going on since basically 2015 regarding this property. I've actually been out to the property twice for inspections. Once was in February, February 17, 2017, so a little over two and a half years ago. At that point in time, we couldn't get access without keys. We had to have the owner and their attorney show up to let us in. And if you look at Exhibit 12, that will give you some pictures. You'll see the front entryway. The door is still accessible, there's just plywood beside one of the panels. You can see that there's still tarping over part of the roof that was the kitchen area. If you scroll to the second page, you'll see a second entryway. Third page also. Fourth page, similar. There is still plywood up, covering all the windows that were busted out with the fire department's efforts. A couple pictures of the condition of the golf course at that time. If you go through, you'll see some other photos, again, of the condition of the interior. One thing you'll notice is there's no longer any pin setters in the building, and they've started to remove some of the select panels from the lanes.

When you get back to, about the tenth or so page in, you'll see a little bit different picture that shows that there's a pit underneath the lanes. It's probably about 18 inches deep and it spans the width of all these lanes. I'll come back to why that might be an issue for you down the road. Give you a few more pictures of what the condition of the building is. There's actually another door on, I believe it's the west side. Where there was cardboard covering all these lanes, you'll now see cardboard is kind of strewn around, and I think that was probably removed from the lanes at the time they removed the pin setters in June of 2016.

The last inspection we did was in July of this year, about two weeks after the inspection that was just discussed. At the time we came into the inspection, the doors were locked, we couldn't gain access, and the owner of the property actually had to go back home and get the correct keys. We had to wait about 15 or 20 minutes so we could gain access to the building. So, it was locked up and secure at that point in time. And if you'll look through the pictures, it just gives you a little bit better flavor of what's going on now. You can see some of the plywood that covered up the windows before has gradually deteriorated and fallen off. You can see the back door entryway. You can see a picture of the little shed that was discussed earlier. When I looked at that shed, I didn't see that there was any notable signs of access to it, and you can see that there's some pretty high vegetation around it. So, if there was some access in the past, it didn't look like it was apparent from a recent standpoint.

There's a picture of the gate and the locking mechanism to the gate to the back of the golf course area. Some photographs of the golf course area. Again, some other photos from the interior. It shows additional pane panels have been removed, and you'll see at the very end, some of the mechanisms that were, locks that are in place to keep the back door secure. So, that gives you a little bit of a flavor of the condition of the property.

I wanted to discuss a little bit about the report itself, a couple of the concerns I'd like to address with the report, and also talk about a couple of options. First, when it comes to item number 1 of the July 8, 2019, dangerous structures inspection, it's represented in item 1 that damage located adjacent to the front entrance eliminates all points of safe entry and exit. There's actually five different doors to the property. There's an entry way through the golf course, there's an entry way right next to where the golf course building was added on; there's the front doors; there's another entry way or ingress/egress on the west side of the building, and there's at least on the back of the property. So, there is ingress and egress, and as he pointed out, the door was actually open at the time that he went for the inspection, and the front door is a means of ingress and egress at this point. That's also another, that's brought up again in item number 2, so I would basically address it the same way.

With regards to the fire damaging several areas of the structure, I would point back to the structural engineer report I pointed out as Exhibit 4. After that structural engineer came out on April 6<sup>th</sup> and said you're good to go, my client was prohibited from doing any work in the kitchen area for about four weeks because that area was cordoned off while fire investigators and insurance investigators were doing their investigation. It wasn't until about May 1<sup>st</sup> that they were given the green light to go ahead and do the demolition of that area. I would think if it was truly a dangerous structure, they wouldn't have been given the green light to go forward and demo at that point in time. I believe in the action items summary from August 7, 2019, it was noted that the City received numerous complaints. I don't know who those complaints had come from, or how numerous they've been. We haven't seen anything presented, at least tonight on that.

When it comes to the August 7, 2019, minutes of the Mission Community Development Committee, there was a reference on page 3 that Councilmember Schlossmacher – if I pronounced that correctly – asked if there were any objections to the demolition been raised with the City, and Ms. Smith stated that the restoration company has, but it was denied by the court. I don't know what that is reference to. There's been no action in a court where we've been denied, have any objection. There was a motion by the City in the bankruptcy case, where they basically wanted an order stating that they could have the automatic stay lifted in the bankruptcy case, or that it didn't apply. NCRI – my client – objected to it because there was language in the order that was what we deemed to be inappropriate, objectionable, and we weren't given proper notice. The bankruptcy judge ended up ruling in our favor, that that particular order should be vacated, and actually, ordered that it be resubmitted by agreement of the parties. I just wanted to point that out.

I've already addressed the fact that there was considerable work, so, to the extent that there's been any representation that there was no work since the fire, we [inaudible, coughing].

My last point would really be the options. I know I've taken more time than I've probably been allotted, but it seems to me you have a couple of options. One, you could do some repair work on the building, and the other option is to demo the building. If you're going to do some repair work, it seems to me you can go in and replace some locks, or have a locksmith go in and replace some locks. You can have somebody

come in and put some plywood up over the windows that are busted out, where the plywood has gradually deteriorated away. You can have some boards put over that back shed. If there's concern about people entering the property, if you look back, I think it was Exhibit 11, I pointed out, there were three different photographs from when a general contractor had been hired to go through with Phase II, and they had actually put some fencing up, some chain-link fencing up around the front of the building. So, that might be an option if you're concerned about people being able to get into the building. I think some of those options seem a lot less expensive than demolition, which I would guess maybe is in excess of six figures. And if you do go down the route of demolition, there's probably concerns about asbestos removal because we know there were asbestos tiles in the building, and you're getting into the whole cost of removing all the interior contents, destroying, you know, demolition of the building, you've got to haul everything away. When it's all said and done, you're going to be left with this big pit in the middle of a parking lot that's 18 inches deep. So, are you going to end up with situations where people drive through that parking lot at night and drive into a big pit? Are you going to have snow in the parking lot where people can't see the pit? What are you going to do to fill that in? People walking through that parking lot, are kids going to think it's an attractive nuisance, where it's now a skateboard park? So, I think you've got concerns there, and it seems to me that the temporary repairs might be the most prudent measure. NCRI is in the process of actually starting some negotiations with other parties in the lawsuits, so it may make sense to see if there's any traction with resolution between the parties before you do take any action. And, I think, if you get into the situation where you increase the liens on a property because you've spent a lot of money on the demolition, that may have an impact on whether or not the property can be easily sold, whether that money can be used to pay liens, or what-not. Those are my comments.

Councilmember Quinn: Can I ask a question? You mentioned the last time you were there, you were able to lock the front door on the way out. When were you there?

Mr. Baumberger: The last time I was there was July 25<sup>th</sup> of this year. We showed up, the attorney for the tenant – Mission Recreation, Inc. – showed up, along with one of the owners. They weren't able to get us access to the building immediately because they brought the wrong keys. So, they had to leave, go home, get the right keys, and they came back 15 or 20 minutes later. So, I'm just pointing out to you that it is locked up and they have a set of keys to it. It's not a free-for-all inside.

Councilmember Quinn: Those keys to the front door [crosstalk].

Mr. Baumberger: The doors, if I recall correctly, they were keys to the front door.

Councilmember Quinn: So, July 25<sup>th</sup> was after the other inspection.

Mr. Baumberger: A couple weeks.

Councilmember Schlossmacher: When was the last time that your client actually did any work on that site? When did they complete their part of the...?

Mr. Baumberger: My client's work was completed in early June of 2015, and then, they were locked off the premises on June 11, 2015.

Councilmember Schlossmacher: So, before and after your [inaudible].

Councilmember Flora: So, you said you most recently inspect in July 2019, and you've raised a couple of issues potentially with the findings report from City staff. But, did you have a position on the overall finding, whether it was unsafe in 2015, it's now unsafe today?

Mr. Baumberger: My question would be... And it's totally up to you, what you guys want to do with the property. Obviously, it's within your dangerous structures' powers. I'm just pointing out that there are costs associated with that, how that could affect any kind of resolution between the parties, whether it's going to be easy to sell the property down the road. Our concern, at least one of our concerns, is we don't want findings that are averse to our case, because one of the issues in our lawsuit is whether or not our work actually improved the property. And we took issue with the idea that, there's pleadings out there stating it's a dangerous structure, or that it's a public health and safety risk. If there's language in there about any actual evidence or findings, we were taking issue with that because we were concerned that somehow a party in the case would turn around and use that as some kind of basis to say, "You didn't improve the property." Does that make...? Probably more than you want to know.

Councilmember Schlossmacher: Are you speaking also to the water damage that was done to the property after...? My understanding is there was a tarp that wasn't secured.

Mr. Baumberger: Initially, there was a tarp that was put over the kitchen area, and then, in 2015, there was a serious amount of rainfall in the city, as you all probably remember, excessive amounts of rain. We ended up – NCRI – putting an extra tarp over the top of it. They were prohibited from doing anything beyond the tarping because of the buyer and insurance investigations, and by the time that it was released to go back to NCRI to do any further work, they were basically notified that they were being, I won't say terminated, but basically, their role was going to be limited going forward, and the roof repair was not in their role.

Mayor Appletoft: You mentioned that the City filed a petition with the bankruptcy court...

Mr. Baumberger: Yes.

Mayor Appletoft: ... to move ahead with the process of declaring this a dangerous structure. I thought you said that bankruptcy court ruled in your favor and it was not granted. Is that...?

Mr. Baumberger: The motion... I will call it kind of a motion, or a comfort motion, because under the dangerous structures' powers in the bankruptcy code, there are exceptions that would allow the City to go forward without getting an order from the bankruptcy court. So, the motion that was filed was basically seeking a comfort just to say, hey, judge, we're checking off all our boxes here to make sure we can go forward, and it's all good. But we took issue with the fact that there was language in the order, and there was no evidence that had been presented to support that, and we were not given proper notice in advance of that. So, we ended up filing a motion to set the order aside. Because there was a motion, and an order was filed simultaneously. The order was basically a stipulating order between Mission Recreation, who is the tenant, and the City, that since we have a lien on the property, we should have been notified in advance. That's where we took issue, and the court basically said, yes, we're going to set aside the order, stipulated agreed order between the City and Mission Recreation, and now, the parties need to get together and put together an agreed order that they can come to agreement on. That's what was filed.

Mayor Appletoft: And that was approved by the court?

Mr. Baumberger: Right.

Mayor Appletoft: Okay.

Councilmember Rothrock: You said that NCRI secured a second tarp, but couldn't get back to the area of the kitchen. But earlier, you said that that was only a four-week span of time, that you guys were granted access May 1<sup>st</sup>. Did you guys...? I guess just hired to [inaudible]...? You also said that on both of your inspection dates, you couldn't get into the building without keys, and that the owner at one time had to go back [inaudible]. But, who's to say that, I mean, even with the pictures, the windows and everything are open, that people couldn't get in, outside of those [inaudible].

Mr. Baumberger: So, two questions. First one, my client was on site, contracted with Mission Recreation, on the same day as the fire, April 3<sup>rd</sup>. We were able to put tarps – a tarp – on top of the roof pretty early on. And then, I believe it was April 12<sup>th</sup> or so, after a rain storm came through, there was approval for a second tarp by the insurance company, so a second tarp was put over the top of it around April 17<sup>th</sup>. That's all over the kitchen area, which is the cause and origin area. And NCRI was not permitted, either by the fire department or the insurance company, of doing anything more. And then, that part of the property, that kitchen area, was finally released from its inspections and investigations about April 30<sup>th</sup>. So, NCRI was given the green light to go ahead and clean out or demo out the kitchen area as of that timeframe. But I think it was May 4<sup>th</sup>, is the date that they were actually told that they would not be, they would only be doing limited work going forward, and [inaudible] task that they would be doing. So, that was the first question.

Second question went to the idea that somebody could get in through the windows. The windows are pretty high up, so I don't know how anybody would access them. It would be like if they were coming along with a ladder, which doesn't seem likely to me. Because they're way up towards the top, by the roof. And I've seen no signs of anybody trying to live in the building itself. The only evidence of somebody potentially trying to reside on the property was evidence that the prior gentleman discussed, and that was based upon that back shed behind the building.

Councilmember Quinn: I heard you mention that two or three of the parties are considering opening negotiations again. Is that the owner, yourselves and the tenant?

Mr. Baumberger: We've reached out for discussions with the owner of the property.

Councilmember Quinn: So, it's between you and the owner.

Mr. Baumberger: And I think that... His goal was to go ahead and reach out to the tenant and see where we could go with negotiations.

Councilmember Quinn: What are your hopes? What do you want to see from those negotiations?

Mr. Baumberger: I don't know that I can say a whole lot on that topic, other than, in the grand scheme of things, it would be great if the parties could come together on some kind of number that would resolve their differences.

Councilmember Quinn: That would be great.

[Laughter]

Mr. Baumberger: It's been going on, the lawsuit has been going on since 2015.

Councilmember Flora: I have one other question. Do you have a position on the lien priority? I'm just curious on your view on that and what's the likely on your repair versus condemn?

Mr. Baumberger: It's my understanding that the City's lien would take priority over our lien. But ultimately, the question is, you're going to go ahead and foreclose on that lien, and is somebody going to be able to come along and wipe out all the liens at one time?

Councilmember Kring: Pete, have you heard about all this, and you're...?

Mr. Heaven: Oh, yes.

[Laughter]

Councilmember Kring: Okay. I wanted to make sure.

Councilmember Davis. Could you give us the chronology again of the order to set aside, when that was?

Mr. Baumberger: The motion, as I recall – and I don't want to step on anybody's feet here – the motion to... I think I've got a copy of it, so I'll rattle off the title. There was, on June 6<sup>th</sup>, which this is about a month before the actual inspection occurred, there was an unopposed motion to determine automatic stay pursuant to 11 USC 362, does not apply, or alternatively, modification of the automatic stay. So, basically, the City of Mission was seeking an order of the court, basically saying, even though the automatic stay provisions don't apply, we should be granted a stay of relief. And that's what we took issue with. The order that was basically... How was it phrased? Stipulated and agreed order was between the City of Mission and Mission Recreation, who is the debtor in the bankruptcy case, and we filed a motion to set aside the order after the fact, and I think it was granted probably sometime around July 10<sup>th</sup>, I think. It was after that that the new agreed order came into play where NCRI's counsel was working with the City's counsel to make sure that the new order be agreeable to everybody.

Councilmember Davos: So, that's in place now.

Mr. Baumberger: Right.

Mayor Appletoft: All right. Let's see if anybody else has comments they want to make on this issue. Does anybody else want to come and speak on this issue? All right.

Frank Bruce: Frank Bruce, 5706 Lamar. As the old saying goes, once something is done, quite often it can't be undone. It sounds like you tear the building down, you're going to add a lot of cost to the property, which may preclude a sale. And as you go over to the Metcalf Crossing area in Overland Park, you'll see that they did put a chain-link fence around that dangerous building to keep people out of it. So, it looks like there would be alternative approaches to secure the property until such time as it can be worked out, and hopefully, a sale and a rehab of the building, which has been a great asset to Mission. It was empty ground before Mission Bowl was built. So, thank you.

Mayor Appletoft: Thank you. Anybody else want to make comments? All right, seeing none, the public hearing to show cause why the structure at 5399 Martway Street should not be condemned and ordered repaired or demolished, as an unsafe structure is closed. The next step then in this process if for Council

to direct staff to draft a resolution to adopt the findings of fact regarding the structure. That resolution then would be considered at our November 18<sup>th</sup> City Council meeting. I would entertain a motion.

Councilmember Flora: Mayor, I move that staff be directed to prepare a resolution to adopt the findings of fact regarding the structure at 5399 Martway Street, for consideration at the November 18, 2019, City Council meeting.

Councilmember Schlossmacher: Second.

Mayor Appletoft: We have a motion and a second. Discussion on this motion? Seeing none, I would call for the vote.

*Aye: Davis, Schlossmacher, Flora, Thomas, Inman, Kring, Rothrock, Quinn (8)*

*No: (0)*

*Motion was approved 8-0.*

**End of Transcript**



## Mission Bowl Demolition

### Notice Dates and City Council Committee and Council Dates

Action	Date
<p>Notice sent to property owner of potential dangerous structure and request to inspect.</p> <p><b>Note:</b> Received response from property owner 6.19.19. Requested that we contact the former tenant to gain access.</p> <p>Advised by city attorney to mail the letter to the former tenant to request entry for inspection.</p>	<p><b>June 14, 2019</b>  Mailed (certified)  *6.14.19 (to owner)  *6.20.19 (to former tenant per city attorney request)  <b>(completed)</b></p>
<p>Inspection of structure to determine the condition. (14 days from date notice is sent) Received contact from former tenant (Beverly O'Donnell) <u>7/1/19</u>. Inspection/investigation is scheduled for <u>7/8/19 @ 9:00 a.m.</u></p>	<p><b>June 28, 2019</b>  <b>(completed 7/8/19)</b></p>
<p>Letter sent to owner with report of inspection and requesting plan of action for correcting condition. (14 days from date report is sent) Inspection occurred 7/8/19. Letter mailed 7/10/19</p>	<p><b>July 12, 2019</b>  <b>(completed 7/10/19)</b></p>
<p>Response due providing plan of action for addressing concern</p>	<p><b>July 26, 2019</b>  <b>(No response received by 7/26/19)</b></p>
<p>Statement of Dangerous Structure filed with the City Council.(Request for Public Hearing)</p>	<p><b>August 7, 2019</b>  Community Development Committee  (Packet deadline - <u>July 26th</u>) <b>(completed 7/26/19)</b></p>
<p>Resolution adopted by the City Council establishing a date, time, and place for a public hearing for the owner and/or other interested parties to appear and provide a reason for why structure should not be repaired or demolished.</p>	<p><b>August 21, 2019</b>  City Council Meeting  <b>(Completed)</b></p>
<p>1st Notice of Public Hearing (Deadline for publication August 23rd)</p>	<p><b>August 27, 2019</b>  Publish in Legal Record (week one)  <b>(Completed)</b></p>
<p>Resolution sent to owner, agents, lienholders or occupants at their last known address by certified mail (within 3 days after 1<sup>st</sup> publication)</p>	<p><b>August 29, 2019</b>  <b>(Completed 8/27/19)</b></p>

2nd Notice of Public Hearing (Deadline for publication August 30th)	<b>September 3, 2019</b> Publish in Legal Record (week two) <b>(Completed)</b>
Public hearing before the city council. (Minimum of <u>30 Days after second publication</u> )	<b>October 16, 2019</b> City Council Meeting <b>(Completed)</b>
Resolution adopted by City Council determining the structure is unsafe and should be repaired or demolished. Resolution shall state timeframe for completion of such.	<b>November 6, 2019</b> Community Development Committee (Packet deadline - <u>October 25th</u> ) <b>(Completed 10/30/19)</b>  <b>November 18, 2019</b> City Council Meeting
Resolution published 1 time after hearing (Deadline for publication November 22nd)	Publish in legal record <b>November 26, 2019</b>
Resolution sent by certified mail to owners, agents, lienholders of record and occupants in the same manner provided in the notice of hearing ( <i>within 3 days after publication</i> ). <u>This will need to go out the day after publication due to the Thanksgiving Holiday</u>	<b>November 27, 2019</b>
Notice placed on structure if found to be a dangerous structure	<b>November 19, 2019</b>
Bids taken for demolition	<b>December 6, 2019</b>
Bids approved by Council (If no action taken by property owner within 10 days after the adoption of the resolution declaring structure dangerous).	<b>December 11, 2019</b> Community Development Committee (Packet deadline - <u>November 22th</u> )  <b>December 18, 2019</b> City Council meeting
Demolition occurs	End of January 2020

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

**A RESOLUTION FINDING THAT A STRUCTURE IS UNSAFE AND DANGEROUS, AND DIRECTING THAT THE STRUCTURE BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.**

WHEREAS, pursuant to Chapter 510, Section 510.050 of the Municipal Code of the City of Mission, Kansas, the Governing Body of the City conducted a public hearing on October 16, 2019 after due notice, concerning the condition of certain property within its boundaries; and

WHEREAS, at the conclusion of such public hearing, the Governing Body instructed the City Staff to prepare proposed findings of fact; and

WHEREAS, City Staff has offered proposed findings of fact, which are adopted by the Governing Body below; and

WHEREAS, consistent with the findings of fact, the Governing Body of the City of Mission, Kansas, determines that the structures on such property are unsafe and dangerous; and

WHEREAS, pursuant to Chapter 510, Section 510.050 of the Municipal Code of the City of Mission, Kansas, it is necessary for the Governing Body to pass a resolution stating its findings with regard to such unsafe or dangerous structures.

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

SECTION 1. That the Governing Body hereby adopts the following facts after receiving information at the public hearing on October 16, 2019:

- A. That the real property in question is Lots 3 and 4, MISSION MART, a subdivision in the City of Mission, Johnson County, Kansas, and commonly known as 5399 Martway Street, Mission, Kansas (“Property”).
- B. That certain structures on the Property (“Structures”) were damaged by fire in 2015.
- C. That the Mission Community Development Department served a Violation Notice with Order to Abate to the Property owner on or about July 9, 2019, and conducted an inspection of the Property.
- D. That the Mission Community Development Department inspected the Property and prepared a Dangerous Structures Inspection report (“Report”) for the Property dated July 9, 2019.
- E. That the Governing Body generally adopts by this reference the statements in and findings of the Report. Specifically, and as more fully described in the Report:
  1. Safe entry to and exiting from the Structures is impaired.

2. The roof of the Structures is damaged and leaking.
3. The front wall of the Structures is incapable of supporting the roof.
4. Mold and mildew are present in the Structures.

F. That the intensity of the fire caused severe damage to the Structures on the Property rendering them unsafe and dangerous.

SECTION 2: That the Structures on the Property are hereby found to be unsafe and dangerous pursuant to Chapter 510 of the Municipal Code of the City of Mission, Kansas

SECTION 3: That the owner(s) of the Property be and is hereby instructed to commence repair or removal of such dangerous structures within ten (10) days from the date of the passage of this Resolution.

SECTION 4: That in the event the owner(s) of the Property fails to commence the repair or removal of such Structures within the aforesaid time, or fails to diligently prosecute such repair or removal until the work is completed and the Property brought in compliance with all applicable city codes (including but not limited to items referenced in the Notice and Order issued on July 9, 2019 by the Community Development Department), which repair or removal shall be completed by the owner(s) within thirty (30) days of the passage of this Resolution, the City of Mission, Kansas will cause the Structures to be razed and removed, and the owner(s) billed for such costs; if such costs are not paid within thirty (30) days, the same shall be placed upon the tax rolls against said Property, pursuant to Chapter 510, Section 510.100 of the Municipal Code of the City of Mission, Kansas.

SECTION 5: That City Staff shall inspect the Property after the passage of thirty (30) days from the date of this Resolution to determine if compliance has been made with this Resolution. In the event compliance has not been made, the Structures shall be razed and removed by the City forthwith pursuant to Section 3 above. No extensions of time for compliance shall be granted.

SECTION 6: This resolution shall be in full force and effect after adoption and publication pursuant to the ordinance in the official newspaper of the City.

ADOPTED by the Governing Body the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
RONALD E. APPLETOFT, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_

Martha Sumrall, City Clerk

APPROVED AS TO FORM ONLY:

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David K. Martin, City Attorney

<b>City of Mission</b>	Item Number:	7d.
<b>ACTION ITEM SUMMARY</b>	Date:	November 6, 2020
<b>Administration</b>	From:	Brian Scott

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

**RE:** An ordinance defining unlawful repeat nuisance violator and penalties therefore

**RECOMMENDATION:** Approve the ordinance adding Article IV to Chapter 220 of the Municipal Code of the City of Mission, Kansas defining an unlawful repeat nuisance violator and providing penalties therefore.

**DETAILS:** The Community Development Department had a number of challenging property nuisance cases this summer. In working through these, staff discovered inconsistencies in the municipal codes from one section to another, and opportunities where the codes can be enhanced to better address various nuisance violations.

One issue that came to light this summer, is how best to address repeat violators of the nuisance code. Currently, City Code requires that when a property owner is noticed for a nuisance violation, they are given 10 days to correct it. If they fail to do so within 10 days, then the City can abate the nuisance and/or issue a citation for the property owner to appear in court. Most of the time, the nuisance issue is addressed by the property within the 10 day period. However, there have been occasions where the nuisance issue will develop again within a few weeks or months of the initial violation. Under the current code provisions, staff is required to go back through the 10 day notice process, before abating the nuisance or citing the property owner.

The attached ordinance would add a section to Chapter 220 of the City's Municipal Code that essentially provides that if a second notice is given within a twelve (12) month period of the first being issued (defined as repeat violators), then the City is not required to give a 10 day notice period for the nuisance issue to be resolved. Instead, the City can move straight to abatement. This new provision of the code will help staff address habitual nuisance issues in a more timely manner.

There are other proposed code changes that staff will be bringing forward this winter. These will address inconsistencies in the code, provide better clarification and enforcement mechanisms. However, staff would like to take a systematic approach going through these to ensure they are fully vetted before presenting them to the City Council for consideration. This is especially important, as responsibility for enforcement of a number of these codes lies with multiple departments.

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

Related Statute/City Ordinance:	Chapter 220 of the Municipal Code of the City of Mission, Kansas
Line Item Code/Description:	N/A
Available Budget:	N/A

ORDINANCE NO \_\_\_\_\_

AN ORDINANCE ADDING ARTICLE IV TO CHAPTER 220 OF THE MUNICIPAL CODE OF MISSION, KANSAS; DEFINING UNLAWFUL REPEAT NUISANCE VIOLATOR AND PENALTIES THEREFORE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS AS FOLLOWS:

**SECTION 1:** Article IV is hereby added to Chapter 220 of the Municipal Code of Mission, Kansas as follows:

**ARTICLE IV  
REPEAT NUISANCE VIOLATOR**

**Section 220.320 Repeat Nuisance Violator Defined:** Whenever the public officer determines that any person or property has allowed or maintained any nuisance under this Chapter, and such nuisance constitutes the second violation of any nuisance under this Chapter within a twelve (12) month period, then an abatement notice of the second nuisance violation shall not be required.

**Section 220.330 Unlawful Repetitive Nuisances:** It shall be unlawful for any person to maintain or permit any nuisance under this Chapter within twelve (12) months following a receipt of a prior Notice of Abatement for a nuisance which is abated or results in a conviction.

**Section 220.340 Penalty for Repeat Violations:** Upon conviction, a repeat nuisance violation may be punished by a fine of not more than \$2,500.00, imprisonment for not more than one (1) year or both such fine and imprisonment.

**SECTION 2:** This Ordinance shall be in force and take effect from after publication according to law.

PASSED AND APPROVED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Ronald E. Appletoft, Mayor

ATTEST:

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Martha M. Sumrall, City Clerk

APPROVED BY:

PAYNE & JONES, CHARTERED

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



City of Mission, KS  
Thursday, October 31, 2019

## Chapter 220. Nuisances

### Article I. Health Nuisances

#### Section 220.010. Nuisances Unlawful — Defined.

[Code 1988; CC 2000 §8-301; Ord. No. 1154 §1, 4-13-2005]

- A. It shall be unlawful for any person to maintain or permit any nuisance within the City as defined, without limitation, as follows:
1. Filth, excrement, lumber, tree limbs, wood, glass, rocks, dirt, cans, containers, paper, trash, plastic, petroleum products, styrofoam, metal, discarded appliances or other household items, or any other offensive or disagreeable thing or substance thrown or left deposited upon any street, avenue, alley, sidewalk, park, public or private enclosure or lot whether vacant or occupied;
  2. All dead animals not removed within twenty-four (24) hours after death;
  3. Any place or structure or substance which emits or causes any offensive, disagreeable or nauseous odors;
  4. All stagnant ponds or pools of water;
  5. All grass or weeds or other unsightly vegetation not usually cultivated or grown for domestic use or to be marketed or for ornamental purposes;
  6. Abandoned iceboxes or refrigerators kept on the premises under the control of any person or deposited on the sanitary landfill or any icebox or refrigerator not in actual use unless the door, opening or lid thereof is unhinged or unfastened and removed therefrom;
  7. All articles or things whatsoever caused, kept, maintained or permitted by any person to the injury, annoyance or inconvenience of the public or of any neighborhood;
  8. Any fence, structure, thing or substance placed upon or being upon any street, sidewalk, alley or public ground so as to obstruct the same, except as permitted by the laws of the City.

#### Section 220.020. (Reserved)

- [1] *Editor's Note — Ord. no. 1154 §2, adopted April 13, 2005, repealed section 220.020 "complaints — inquiry and inspection" in its entirety. Former section 220.020 derived from Code 1988; CC 2000 §8-302.*

#### Section 220.030. Right of Entry.

[Code 1988; CC 2000 §8-303]

It shall be a violation of this Code to deny the Public Officer the right of access and entry upon private property at any reasonable time for the purpose of making inquiry and inspection to determine if a nuisance exists.

## Section 220.040. Notice.

[Code 1988; CC 2000 §8-304; Ord. No. 1342 §3, 3-16-2011]

- A. Except as provided in Subsection **(B)**, notice shall be served on the owner or agent of such property by certified mail or by personal service, or if the same is unoccupied and the owner is a non-resident, then by mailing a notice by certified mail to the last known address of the owner or agent.
- B. If the owner or agent has failed to accept delivery or otherwise failed to effectuate receipt of a notice sent pursuant to Subsection **(A)** during the preceding twenty-four (24) month period, the City may provide notice in the manner provided by this Subsection. The City may provide notice by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication, and first class mail.

## Section 220.050. Notice — Contents.

[Code 1988; CC 2000 §8-305; Ord. No. 1154 §3, 4-13-2005]

- A. The notice shall state the condition(s) which is (are) in violation of the Section **220.010**. The notice shall inform the person, corporation, partnership or association that:
  1. He/she or they shall have ten (10) days from the date of serving the notice to abate the condition(s) in violation of Section **220.010**; or
  2. He/she or they have ten (10) days from the date of serving the notice to request a hearing before the Governing Body of the matter as provided by Section **220.080**;
  3. Failure to abate the condition(s) or to request a hearing within the time frame allowed may result in prosecution as provided by Section **220.060** and/or abatement of the condition(s) by the City and assess the cost of removal, including a reasonable administrative fee, against the owner, occupant or agent in charge of the property;
  4. The owner, occupant or agent in charge of the property will be given an opportunity to pay the assessments and, if it is not paid, the assessments will be added to the property tax as a special assessment;
  5. The owner, occupant or agent in charge of the property should contact the Public Officer if there are any questions regarding the order.

If there is a change in the recorded owner of title to the property subsequent to the giving of notice pursuant to Subsection, the City may not recover any costs or levy an assessment for the costs incurred by removal of violation(s) as defined by Section **220.010** unless the new recorded owner of title to such property has been provided notice as required by this Section.

## Section 220.060. Failure To Comply — Penalty.

[Code 1988; CC 2000 §8-306]

Should the person, corporation, partnership or association fail to comply with the notice to abate the nuisance or request a hearing, the Public Officer may file a complaint in the Municipal Court of the City



against such person, corporation, partnership or association and, upon conviction of any violation of provisions of Section **220.010**, be fined in an amount not to exceed one hundred dollars (\$100.00) or be imprisoned not to exceed thirty (30) days, or be both fined and imprisoned. Each day during or on which a violation occurs or continues after notice has been served shall constitute an additional or separate offense.

## Section 220.070. Abatement.

[Code 1988; CC 2000 §8-307; Ord. No. 1154 §4, 4-13-2005]

- A. In addition to or as an alternative to prosecution as provided in Section **220.060**, the Public Officer may seek to remedy violations of this Section in the following manner:
1. Upon the expiration of ten (10) days after receipt of the notice required by Section **220.040** has neither alleviated the conditions causing the alleged violation nor requested a hearing before the Governing Body within the time periods specified in Section **220.050**, the City or its authorized agent shall abate the violation(s) and assess the cost of removal, including a reasonable administrative fee, against the owner, occupant or agent in charge of the property;
  2. The Public Officer or his/her authorized agent shall give notice to the owner, occupant or agent in charge of the premises by certified mail of the costs of the abatement of violation(s). The notice shall state the payment of the costs is due and payable within (30) days following issuance of the notice.
  3. If the costs of the abatement of the nuisance(s) as defined by Section **220.010** remain unpaid after thirty (30) days following issuance of the notice, a record of the costs of abatement shall be certified to the City Clerk who shall cause such costs to be assessed against the particular lot or piece of land on which such nuisances were so removed. The City Clerk shall certify the assessment to the County Clerk at the time other special assessments are certified for spreading on the tax rolls of the County.

## Section 220.080. Hearing.

[Code 1988; CC 2000 §8-308; Ord. No. 1154 §5, 4-13-2005]

If a hearing is requested within the ten (10) day period as provided in Section **220.050**, such request shall be made in writing to the Governing Body. Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the findings of the Public Officer before the Governing Body. The hearing shall be held by the Governing Body as soon as possible after the filing of the request therefore and the person shall be advised by the City of the time and place of the hearing at least five (5) days in advance thereof. At any such hearing, the person may be represented by counsel and the person and the City may introduce such witnesses and evidence as is deemed necessary and proper by the Governing Body. The hearing need not be conducted according to the formal rules of evidence. Upon conclusion of the hearing, the Governing Body shall record its determination of the matter by means of adopting a resolution and serving the resolution upon the person in the matter provided in Section **220.040**.

## Section 220.090. Unlawful Interference.

[Ord. No. 1154 §6, 4-13-2005<sup>[1]</sup>]

It shall be unlawful for any person to interfere with or to attempt to prevent the Public Officer or the Public Officer's authorized representative from entering upon any such lot or piece of ground or from proceeding with such removal of violation(s). Such interference shall constitute a Code violation.

[1] *Editor's Note — Ord. No. 1154 §6, adopted April 13, 2005, repealed section 220.090 "costs assessed" and enacted new provisions set out herein. Former section 220.090 derived from Code 1988; CC 2000*

§8-309.

## Article II. Weeds

### Section 220.100. Purpose.

[CC 2000 §8-201; Ord. No. 990 §8-201, 1-12-2000]

The purpose of this Article is to establish requirements for the control of nuisance weeds in order to protect the value of properties within the City as well as to protect the public health and welfare of the residents and businesses of the City and to authorize the City to take certain actions to ensure that the intent and requirements of this Article are met.

### Section 220.110. Weeds To Be Removed.

[CC 2000 §8-202; Ord. No. 990 §8-202, 1-12-2000]

It shall be unlawful for any owner, agent, lessee, tenant or other person occupying or having charge or control of any premises to permit weeds to remain upon said premises or any area between the property lines of said premises and the centerline of any adjacent street or alley including, but not specifically limited to, sidewalks, streets, alleys, easements, rights-of-way and all other areas, public or private. All weeds as hereinafter defined are hereby declared a nuisance and are subject to abatement as hereinafter provided.

### Section 220.120. Definitions.

[CC 2000 §8-203; Ord. No. 990 §8-203, 1-12-2000; Ord. No. 1162 §1, 6-8-2005]

**"Weeds", as used in this Article, means any of the following**

1. Untended or uncontrolled brush and woody vines shall be classified as weeds;
2. Brush, woody vines, broadleaf plants and grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;
3. Any broadleaf plants which bear or may bear seeds of a downy or windy nature;
4. Untended or uncontrolled plants which are located in an area which harbors rats, insects, animals, reptiles or any other creatures which either may or does constitute a menace to health, public safety or welfare;
5. Broadleaf plants and grasses on or about residential, commercial or industrial property which, because of its height, has a blighting influence on the neighborhood. Any such broadleaf plants and grasses shall be presumed to be blighting if they exceed eight (8) inches in height.

### Section 220.130. Public Officer — Notice To Remove.

[CC 2000 §8-204; Ord. No. 990 §8-204, 1-12-2000; Ord. No. 1153 §1, 4-13-2005; Ord. No. 1342 §4, 3-16-2011]

- A. The City Administrator or his/her designee is hereby designated as the "Public Officer" and shall be charged with the administration and enforcement of this Article. The Public Officer or an authorized assistant shall notify in writing the owner, occupant or agent in charge of any premises in the City upon which weeds exist in violation of this Article, by mail or by personal service, once per calendar year. Such notice shall, as a minimum, include the following:



1. The owner, occupant or agent in charge of the property is in violation of the City weed control law;
2. The owner, occupant or agent in charge of the property is ordered to cut the weeds within seven (7) days of the receipt of notice;
3. The owner, occupant or agent in charge of the property may request a hearing before the Governing Body or its designated representative within five (5) days of the notice;
4. If the owner, occupant or agent in charge of the property does not cut the weeds or grass to the satisfaction of the Public Officer, the City or its authorized agent will cut the weeds and assess the cost of the cutting, including a reasonable administrative fee, against the owner, occupant, or agent in charge of the property and at the option of the Public Officer will:
  - a. Assess a nuisance fee in an amount not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00); and/or
  - b. File a complaint in the Municipal Court of the City;
5. The owner, occupant or agent in charge of the property will be given an opportunity to pay the assessments and, if it is not paid, the assessments will be added to the property tax as a special assessment;
6. No further notice shall be given prior to removal of weeds during the calendar year;
7. The owner, occupant or agent in charge of the property should contact the Public Officer if there are any questions regarding the order.

If there is a change in the recorded owner of title to the property subsequent to the giving of notice pursuant to Subsection, the City may not recover any costs or levy an assessment for the costs incurred by the cutting or destruction of weeds on such property unless the new recorded owner of title to such property has been provided notice as required by this Section.

## Section 220.140. Abatement — Nuisance Fee — Assessment of Costs.

[CC 2000 §8-205; Ord. No. 990 §8-205, 1-12-2000; Ord. No. 1153 §2, 4-13-2005; Ord. No. 1342 §5, 3-16-2011]

- A. Only one (1) notice required by Section **220.130** need be given to the owner, occupant or agent in charge of the property per calendar year. Following such notice, the Public Officer may take such actions as are authorized by this Section at any time or times during the calendar year.
- B. Upon the expiration of seven (7) days after receipt of the notice required by Section **220.130**, and in the event that the owner, occupant or agent in charge of the premises shall neglect or fail to comply with the requirements of Section **220.110**, the City or its authorized agent shall cause the weeds to be cut and assess the cost of cutting, including a reasonable administrative fee, against the owner, occupant or agent in charge of the property and, at the option of the Public Officer, will:
  1. Assess a nuisance fee in an amount not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00); and/or
  2. File a complaint in the Municipal Court of the City against the owner, occupant or agent in charge of the property.

- C. The Public Officer or his/her authorized agent shall give notice to the owner, occupant or agent in charge of the premises by mail of the costs of the nuisance fee and the costs of the abatement of the nuisance, if applicable. The notice shall state the payment of the costs is due and payable within thirty (30) days following issuance of the notice.
- D. If the costs of the nuisance fee or of removal or abatement costs remain unpaid after thirty (30) days following issuance of the notice, a record of the costs of such nuisance fee or the costs of the cutting and destruction and/or removal shall be certified to the City Clerk who shall cause such costs to be assessed against the particular lot or piece of land on which such weeds or grasses were so removed and against such lots or pieces of land in front of or abutting on such street or alley on which such weeds or grasses were so removed. The City Clerk shall certify the assessment to the County Clerk at the time other special assessments are certified for spreading on the tax rolls of the County.

## Section 220.150. Right of Entry.

[CC 2000 §8-206; Ord. No. 990 §8-206, 1-12-2000]

The Public Officer and the Public Officer's authorized assistants, employees, contracting agents or other representatives are hereby expressly authorized to enter upon private property at all reasonable hours for the purpose of cutting, destroying and/or removing such weeds in a manner not inconsistent with this Article.

## Section 220.160. Unlawful Interference.

[CC 2000 §8-207; Ord. No. 990 §8-207, 1-12-2000]

It shall be unlawful for any person to interfere with or to attempt to prevent the Public Officer or the Public Officer's authorized representative from entering upon any such lot or piece of ground or from proceeding with such cutting and destruction. Such interference shall constitute a Code violation.

## Section 220.170. Failure To Comply — Penalty.

[CC 2000 §8-208; Ord. No. 990 §8-208, 1-12-2000]

- A. Upon conviction of the owner, occupant or agent in charge of the property by the Municipal Court of the City of any provisions of this Article, such owner, occupant or agent in charge of the property shall be fined an amount according to the following provisions:
  - 1. For the first (1st) violation during any calendar year, provided that the owner, occupant or agent in charge of the property has not been convicted in the preceding two (2) calendar years, the fine shall be not less than twenty-five dollars (\$25.00) nor more than one hundred dollars (\$100.00).
  - 2. For the first (1st) violation during any calendar year the owner, occupant or agent has been convicted of violating the provisions of this Article in either of the preceding two (2) calendar years, the fine shall be not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00);
  - 3. For the second (2nd) and all subsequent violations during any calendar year, provided that the owner, occupant or agent in charge of the property has not been convicted in the preceding two (2) calendar years, the fine shall be not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00);
  - 4. For the second (2nd) and all subsequent violations during any calendar year and if the owner, occupant or agent has been convicted of violating the provisions of this Article in either of the

preceding two (2) calendar years, the fine shall be not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00).

- B. Each day during or on which a violation occurs or continues after notice has been served consistent with the provisions of Section **220.130** of this Article shall constitute an additional or separate offense.

## Section 220.180. Noxious Weeds.

[CC 2000 §8-209; Ord. No. 990 §8-209, 1-12-2000]

- A. Nothing in this Article shall affect or impair the rights of the City under the provisions of Chapter 2, Article 13 of the Kansas Statutes Annotated relating to the control and eradication of certain noxious weeds.
- B. For the purpose of this Section, the term "*noxious weeds*" shall mean kudzu (*Pueraria lobata*), field bindweed (*Convolvulus arvensis*), Russian knapweed (*Centaurea picris*), hoary cress (*Lepidium draba*), Canada thistle (*Cirsium arvense*), duckgrass (*Agropyron repens*), leafy spurge (*Euphorbia esula*), burragweed (*Franseria tomentosa* and *F. discolor*), pignut (*Hoffinannseggia densiflora*), musk (nodding), thistle (*Carduus nutans* L.) and Johnson grass (*Sorghum halepense*).

## Article III. Inoperable, Abandoned Vehicles

### Section 220.190. Findings of Governing Body.

[Code 1997; CC 2000 §8-401; Ord. No. 1437 §1, 5-18-2016]

- A. The Governing Body finds that junked, wrecked, dismantled, inoperative or abandoned vehicles affect the health, safety and general welfare of citizens of the City because they:
1. Serve as a breeding ground for flies, mosquitoes, rats and other insects and rodents;
  2. Are a danger to persons, particularly children, because of broken glass, sharp metal protrusions, insecure mounting on blocks, jacks or other supports;
  3. Are a ready source of fire and explosion;
  4. Encourage pilfering and theft;
  5. Constitute a blighting influence upon the area in which they are located;
  6. Constitute a fire hazard because they frequently block access for fire equipment to adjacent buildings and structures.

### Section 220.200. Vehicle Nuisances Unlawful.

[Code 1997; CC 2000 § 8-402; Ord. No. 1437 §1, 5-18-2016]

It shall be unlawful for any person to maintain or permit any motor vehicle nuisance within the City which is visible from a public street or adjacent private property.

### Section 220.210. Definitions.

[Code 1997; CC 2000 § 8-403; Ord. No. 1437 §1, 5-18-2016]



As used in this Article, the following terms shall have the meanings indicated:

### **VEHICLE**

Any automobile, van, truck, all-terrain vehicle, motorcycle, moped, motor scooter, farm machinery, construction equipment, bicycle, or other device designed to carry any cargo, operator, or passenger, and may be powered by an engine or pulled or pushed by any device or person.

### **VEHICLE NUISANCE**

Any of the following:

1. A vehicle in the condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the function or purpose for which it was originally constructed.
2. Any vehicle which has been placed on jacks, blocks or a stand.
3. A vehicle which is not currently registered and tagged pursuant to K.S.A. §§ 8-126 to 8-149 inclusive, as amended.
4. Parked in violation of any City ordinance.
5. A vehicle incapable of moving under its own power.
6. A vehicle missing any parts necessary for the lawful operation of the vehicle upon a street or highway.
7. Any vehicle which has not moved within fourteen (14) days.
8. Any vehicle that is parked or stored in a residential zoning district so that it is visible from a public street or adjacent private property and the license plate is screened from view by a cover, tarp, vegetation, or adjacent structure.

## **Section 220.220. Public Officer.**

[Code 1997; CC 2000 §8-404; Ord. No. 1437 §1, 5-18-2016]

The City Administrator shall designate a public officer to be charged with the administration and enforcement of this Article.

## **Section 220.230. Right of Entry.**

[Code 1997; CC 2000 §8-406; Ord. No. 1437 §1, 5-18-2016]

Absent emergency circumstances, whenever necessary to make inspection to enforce any of the provisions of this Article, the Public Officer or his or her authorized representatives may enter such premises at all reasonable times to inspect the same or to perform any duty imposed by this Article, provided that such entry is pursuant to the law, and further provided that if such premises be occupied, the Public Officer shall first present credentials and request entry; and if entry is denied, the Public Officer shall have the authority to seek lawful entry pursuant to an administrative search warrant from the municipal judge or other lawful means.

## **Section 220.240. Notice.**

[Code 1997; CC 2000 §8-407; Ord. No. 1101 §1, 12-10-2003; Ord. No. 1437 §1, 5-18-2016]

Any person found by the Public Officer to be in violation of Section **220.210** shall be served a notice of such violation. The notice shall be served either by certified mail, postage prepaid, return receipt requested or personally served by the Public Officer or a law enforcement officer.



## Section 220.250. Notice — Contents.

[Code 1997; CC 2000 §8-408; Ord. No. 1437 §1, 5-18-2016]

- A. The notice shall state the condition(s) which is (are) in violation of Section **220.210**. The notice shall also inform the person that:
1. He/she or they shall have ten (10) days from the date of serving the notice to abate the condition(s) in violation of Section **220.210**; or
  2. He/she or they have ten (10) days from the date of serving the notice to request a hearing before the Governing Body of the matter as provided by Section **220.290**.
  3. Failure to abate the condition(s) or to request a hearing within the time allowed may result in prosecution as provided by Section **220.260** and/or abatement of the condition(s) by the City as provided by Section **220.270**.

## Section 220.260. Failure To Comply — Penalty.

[Code 1997; CC 2000 §8-409; Ord. No. 1437 §1, 5-18-2016]

Should the person fail to comply with the notice to abate the nuisance or request a hearing, the Public Officer may file a complaint in the Municipal Court of the City against such person and, upon conviction of any violation of provisions of Section **220.210**, be fined in an amount not to exceed one hundred dollars (\$100.00) or be imprisoned not to exceed thirty (30) days, or be both fined and imprisoned. Each day during or on which a violation occurs or continues after notice has been served shall constitute an additional or separate offense.

## Section 220.270. Abatement by Public Officer; Assessment of Costs.

[Code 1997; CC 2000 §8-410; Ord. No. 1437 §1, 5-18-2016]

- A. In addition to or as an alternative to prosecution as provided in Section **220.270**, the Public Officer may seek to remedy violations of the Article in the following manner. If a person to whom a notice has been sent pursuant to Section **220.240** has neither alleviated the conditions causing the alleged violation or requested a hearing before the Governing Body within the time period specified in Section **220.260**, the Public Officer may remove and abate the violation of this Chapter by reasonable means and assess the costs of removal, including reasonable administrative costs, against the property on which the violation was located.
- B. When in the opinion of the public officer a vehicle nuisance exists in such a condition as to require immediate action to protect the public, such officer may erect barricades or cause the vehicle to be taken down or otherwise made safe without delay and such action may, under such circumstance, be taken without prior notice to or hearing of the owners, agents, or lienholders. The costs of any such action shall be assessed, including reasonable administrative costs, against the property on which the violation was located.
- C. The Public Officer or his/her authorized agent shall give notice to the owner, occupant or agent in charge of the premises by first class mail of the costs of the abated violation(s). The notice shall State that payment of the costs is due and payable within thirty (30) days following issuance of the notice.
- D. If the costs of the abatement of the nuisance as defined by Section **220.210** remain unpaid after thirty (30) days following issuance of the notice, a record of the costs of abatement shall be

certified to the City Clerk who shall cause such costs to be assessed against the particular lot or piece of land on which such violation(s) were so removed. The City Clerk shall certify the assessment to the County Clerk at the time other special assessments are certified for spreading on the tax rolls of the County.

## Section 220.280. Disposition of Vehicle.

[Code 1997; CC 2000 §8-411; Ord. No. 1437 §1, 5-18-2016]

Disposition of any motor vehicle removed and abated from private property pursuant to this Article shall be as provided by K.S.A. Supp. 8-1102, as amended.

## Section 220.290. Hearing.

[Code 1997; CC 2000 §8-412; Ord. No. 1437 §1, 5-18-2016]

If a hearing is requested within the ten-day period as provided in Section **220.250**, such request shall be made in writing to the Governing Body. Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the findings of the Public Officer before the Governing Body. The hearing shall be held by the Governing Body as soon as possible after the filing of the request therefor and the person shall be advised by the City of the time and place of the hearing at least five (5) days in advance thereof. At any such hearing, the person may be represented by counsel and the person and the City may introduce such witnesses and evidence as is deemed necessary and proper by the Governing Body. The hearing need not be conducted according to the formal rules of evidence. Upon conclusion of the hearing, the Governing Body shall record its determination of the matter by means of adopting a resolution and serving the resolution upon the person in the manner provided in Section **220.250**.

<b>City of Mission</b>	Item Number:	7e.
<b>ACTION ITEM SUMMARY</b>	Date:	November 6, 2019
<b>Parks and Recreation</b>	From:	Penn Almoney

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

**RE:** Contract with Confluence for Mohawk Park Design.

**RECOMMENDATION:** Approve the proposal from Confluence in an amount not to exceed \$30,000 for conceptual park design and restroom design for Mohawk Park.

**DETAILS:** The Mission Parks & Recreation Master Plan underscored the goal of expanding and improving Mission park facilities. After several months of discussion and evaluation, the Parks, Recreation and Tree Commission recommended that the addition of restroom facilities in Mohawk Park be the first capital project implemented from the Master Plan. Other improvements suggested for consideration in Mohawk Park included:

- Redesign of the park layout to balance stakeholder programming use
- Design and construct a permanent restroom /storage, and water fountain structure
- Replace playground equipment with unique themed amenities
- Add irrigation for athletic turf use
- Evaluate area and space for tennis courts, splash pad, or other cross-functional uses

The next step in implementation is to bring the planning process down to the specific park level. This will provide an opportunity to take a comprehensive look at the amenities to be added over a longer term horizon (10+ years), so that the location or addition of improvements in early years doesn't limit the long-term vision for the park. The planning/conceptual design process also provides the opportunity to get more specific feedback from surrounding neighbors and other stakeholders as these particular decisions are made.

Parks & Recreation staff solicited proposals for the Mohawk Park conceptual design process through direct contact and by posting on the City website. Three responses were received. Of those responding, the submission from Confluence has been determined to be the lowest and most responsive proposal. A copy of the proposal is included in the packet. The scope of the project involves:

1. Site analysis to depict features like topography, utilities, vegetation, watershed areas, etc.
2. Public Engagement: Gathering feedback from various stakeholders through in-person interactive discussions.
3. Preparation of refined concept plans and order of magnitude cost estimates.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$250,000

<b>City of Mission</b>	Item Number:	7e.
<b>ACTION ITEM SUMMARY</b>	Date:	November 6, 2019
<b>Parks and Recreation</b>	From:	Penn Almoney

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

4. Restroom building conceptual design and 3-dimensional representation.

<b>Vendor</b>	<b>Amount</b>
The Olsson Studio	\$29,500
Vireo	\$35,900
Confluence	\$30,000

The firm is available to begin in December 2019. The work resulting from this process will allow staff to proceed with bidding design and construction of the restroom facilities in the park.

**CFAA CONSIDERATIONS/IMPACTS:** Proper recreation surfaces and amenities will enhance the resident and non-resident's experience in Mission Parks while participating in a variety of programs, events and activities that connect people and improve their quality of life.

Mohawk Park is accessible to adults and youth of all ages and abilities. It provides a safe platform for recreation activities for parents and children and serves as a neighborhood park for surrounding citizens and visitors.

The public engagement activities contemplated ensure the residents and users have an opportunity for input.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$250,000

November 1, 2019

Laura Smith, City Administrator  
City of Mission  
6090 Woodson  
Mission, KS 66202  
[lsmith@missionks.org](mailto:lsmith@missionks.org)

**RE: Mohawk Park  
Site Planning / Restroom Design Proposal**

Ms. Smith:

Confluence is pleased to submit this proposal to provide consulting services for the City of Mission. In addition to our team of Landscape Architects, we are partnering with SFS Architects to provide design services specifically related to the proposed restroom facility.

Confluence, subject to the approval and acceptance of this agreement by the City of Mission, hereinafter referred to as the Client, agrees to provide Professional Services to the Client as set forth below:

- A. PROJECT NAME: Mohawk Park Conceptual Park Design + Restroom Design
- B. PROJECT DESCRIPTION: Provide the client landscape architectural and site planning services and architectural services to properly locate future park elements and design a new restroom facility in Mohawk Park.

**ARTICLE 1: SCOPE OF SERVICE:**

**PHASE I – CONCEPTUAL PARK DESIGN:**

**1.1 Site Analysis / Concept Development**

Confluence will prepare a brief site analysis to identify potential issues and opportunities that the site and surrounding land uses present against proposed program elements. The analysis will include a combination of drawings and site photos. Elements to be considered include but are not limited to: pedestrian vehicular access and circulation; surrounding land use; existing utilities and infrastructure; existing structures and improvements; topography and drainage patterns; view-sheds and vistas; existing vegetation; natural areas. The site analysis will inform conceptual park layout options.

Confluence will then prepare 1-2 hand rendered and labeled alternative conceptual plans for Mohawk Park that identify size and locations for proposed elements and their relationship to each other.

## **1.2 Preliminary Parks Concept Review**

Confluence will present the park concept alternatives to City Staff for initial review. Subsequently, we will facilitate a Neighborhood/Public input meeting followed by a presentation to the Parks, Recreation and Tree Commission for consideration. These presentations will be an open dialogue format with open sharing of ideas allowing our team to gather participant feedback on the preliminary plans and their preferences for each alternative presented. With this input in hand, we will meet with an appointed Steering Committee to determine a preferred design direction. The alternative plans will be revised based on the comments received into a preferred final park concept plan.

### Meetings:

- (1-2) Staff Coordination/Review
- (1) Neighborhood/Public
- (1) Parks, Recreation & Tree Commission
- (1) Steering Committee

## **1.3 Prepare Refined Concept Plans and Cost Estimate Verification**

Confluence will also develop a rough order of magnitude cost opinion for the preferred concept plan to allow the City to budget for future park improvements. We will prepare illustrative plans and supporting graphics for the Final Conceptual Design.

The preferred plan for Mohawk Park will be presented to the Parks, Recreation and Tree Commission and Steering Committee for final review and approval.

### Meetings:

- (1-2) Staff Coordination/Review
- (1) Parks, Recreation & Tree Commission
- (1) Steering Committee

## **1.4 Restroom Building Conceptual Design**

In coordination with Confluence, SFS Architecture will facilitate a conceptual design process to help the City determine whether a site-built restroom building, or prefabricated structure is the preferred alternative. This process includes the following:

1. Conceptual Design Layout Options
  - a. Floor Plan
  - b. Conceptual 3–dimensional representation
2. Review Meeting
  - a. Select preferred layout
3. Restroom Building Cost Comparison Scenarios
  - a. Prepare cost opinion for site built option and obtain cost information from prefabricated restroom unit manufacturers
4. Review Meeting
  - a. Select preferred construction option
5. Refine preliminary design
  - a. Floor Plan

b. Preliminary conceptual 3-dimensional representation

Meetings:

- (1-2) Staff Coordination/Review
- (1) Parks, Recreation & Tree Commission
- (1) Steering Committee

**DELIVERABLES**

- Preferred Conceptual Park Layout Plans and any additional support drawings;
- Restroom Floor Plan & conceptual 3-dimensional representation;
- Rough order of magnitude cost opinion.

**EXCLUSIONS**

1. Final Design and engineering of park facilities and restroom building.
2. Geotechnical report.
3. Topographic survey (site aerial photography and GIS information, provided by the City of Mission, will be utilized during this phase of work).

**ARTICLE 2: OWNER'S RESPONSIBILITIES:**

1. The Owner shall establish the guidelines for the project and shall provide general background information needed for analysis.
2. Fees for services of special consultants (structural, sustainable, soils, hydraulic, etc.) if required beyond the Scope of Services proposed herein, shall be paid for by the Owner if authorized in advance.
3. The Owner shall furnish a topographic and boundary survey of the site(s). Limited survey may be required to complete final design of restroom building upon determination of preferred location.

**ARTICLE 3: FEES AND EXPENSES:**

1. We propose to perform the services described in Article 1: Scope of Services: Phase I, on a Lump Sum basis as follows:

Phase I – Items 1.1 through 1.3	\$14,000.00
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Phase I – Item 1.4	\$16,500.00
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2. **Total Contract Amount: \$30,500.00**

3. Reimbursable expenses, including travel, long-distance telephone, and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule not to exceed \$1,500 without Client approval.



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

**ARTICLE 4: TIME OF PERFORMANCE:**

1. We propose to process this work in a timely and expeditious manner to meet the Owner's timetable.

**ARTICLE 5: EXTRA WORK AND CONTINUATION OF SERVICES:**

1. If, during the progress or upon completion of the work outline in the Scope of Services in this agreement, the Owner finds it desirable or necessary to cause this Consultant to perform additional services other than those outlined in the Scope of Services, the hourly schedule and reimbursable expense schedule may apply or a project fee may be negotiated.

**ARTICLE 6: SUCCESSOR'S AND ASSIGNMENT:**

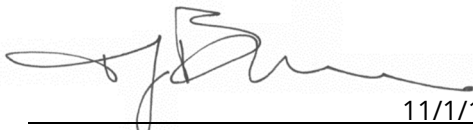
1. The Owner and this firm each binds itself, partners, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this agreement.

**ARTICLE 7: FORM OF AGREEMENT:**

1. The return of a signed digital copy of this letter will constitute your acceptance of this proposal and provide authority for proceeding to accomplish this work.

Offered by:  
Confluence  
417 Delaware Street  
Kansas City, Missouri 64105

Accepted by:  
City of Mission  
6090 Woodson  
Mission, Kansas 66202

  
\_\_\_\_\_  
(signature) 11/1/19  
(date)

\_\_\_\_\_  
(signature) (date)

Terry Berkbuegler, Sr. Principal / Sr. V.P.  
(printed name/title)

\_\_\_\_\_  
(printed name/title)