City of Mission
Regular Meeting Agenda
Wednesday, February 15, 2017
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

PUBLIC HEARING

1. SPECIAL PRESENTATIONS

2. ISSUANCE OF NOTES AND BONDS

3. CONSENT AGENDA

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

CONSENT AGENDA - GENERAL

3a.   Minutes of the January 18, 2017 City Council Meeting and
        February 1, 2017 Special City Council Meeting

CONSENT AGENDA - Finance & Administration Committee
        Finance & Administration Committee Meeting Packet 2-1-17
        Finance & Administration Committee Meeting Minutes 2-1-17

CONSENT AGENDA - Community Development Committee
        Community Development Committee Meeting Packet 2-1-17
        Community Development Committee Meeting Minutes 2-1-17

3b.   Operation Green Light Agreement

COMMUNITY COMMITTEE REPORTS

*Approved Minutes from Board and Commission meetings are available on the
City of Mission website under the "Agendas & Minutes" tab.*

4. PUBLIC COMMENTS

5. **ACTION ITEMS**

   Planning Commission
   Miscellaneous

6. **COMMITTEE REPORTS**

Finance & Administration, Ron Appletoft
   Finance & Administration Committee Meeting Packet 2-1-17
   Finance & Administration Committee Meeting Minutes 2-1-17

6a.   Predevelopment Agreement, Dial Development

 Community Development, Arcie Rothrock
   Community Development Committee Meeting Packet 2-1-17
   Community Development Committee Meeting Minutes 2-1-17

7. **UNFINISHED BUSINESS**

8. **NEW BUSINESS**

9. **COMMENTS FROM THE CITY COUNCIL**

10. **MAYOR'S REPORT**
    Appointments

    Drug & Alcoholism Council
    ● Liana Riesinger, Ward IV

    Northeast Animal Control Commission
    ● Pat Quinn, Representative
    ● Kristin Inman, Alternate Representative

11. **CITY ADMINISTRATOR'S REPORT**

EXECUTIVE SESSION

ADJOURNMENT

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	January 25, 2017
Administration	From:	Laura Smith

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

RE: Dial Development Predevelopment Agreement

RECOMMENDATION: Approve the Predevelopment Agreement with Dial Development for consideration of a senior housing facility development on 5.0 acres located at 5665 Foxridge Drive.

DETAILS: The 5.0 acre parcel located at 56th and Foxridge Drive (former JC Penney Call Center) has been vacant for many years. This land is designated as "Mixed Use, Medium Density" in Mission's Comprehensive Plan. Commercial/office properties exist to the property's north and south. Metcalf provides a buffer/boundary to the west of the site, and the single family neighborhoods to the east are separated by an existing parking lot and commercial properties.

The developers indicate that the project presents some unique challenges and added costs which create a project financing gap. As a result, the developers plan to request that the City consider certain incentives in order for the project to move forward.

Historically, when the City considers a project of this nature, we enter into a "Predevelopment Agreement" with the proposed developer. The attached agreement, developed by the City's Land Use Counsel, includes the following:

A.   Designation of Dial Development as the "Developer of Record" for 4 months (120 days) for this site. During this time, the City may not enter into a final development agreement with another party for the same site.

B.   Development is contingent on satisfactory negotiation of a final development agreement, completion of the planning and zoning entitlement process, agreement on any public improvements and development design.

C.   Nothing in Predevelopment Agreement obligates the City to approve the final development, or any public incentives.

D.   The Developer will establish a $10,000 fund to reimburse for any City expenses incurred during discussion and review of a final development agreement.

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

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	January 25, 2017
Administration	From:	Laura Smith

The Developer has submitted a signed agreement, along with $10,000 pending City Council approval. If approved, work will begin on review of development plans and any potential incentive requests. The planning and zoning entitlement process is anticipated to get underway in March.

A copy of the presentation the Developer made at the December 14, 2016 Community Development Committee meeting is attached for your information and reference.

CFAA CONSIDERATIONS/IMPACTS: If approved, this project provides a specific senior housing alternative not currently available in Mission. As designed, the project would allow older residents an opportunity to access independent living, assisted living, and memory care services in one facility.

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

PREDEVELOPMENT AGREEMENT

THIS PREDEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the

___ day of _____, 2017 (the "Effective Date"), between the City of Mission,

Kansas, a municipal corporation of the State of Kansas (the "City") and _____

_____(the "Developer") (the City and Developer are hereby

collectively referred to as the "Parties").

RECITALS

A.   The parties desire to enter into this Predevelopment Agreement in order to

designate the Developer as the exclusive developer during the period hereof for the purpose of

implementing a senior housing project within the City of Mission and set forth matters that need

to be included in any Final Development Agreement. For purposes of this Agreement, the

"Project Area" shall be the 5.0 acre parcel located at 5665 Foxridge Drive within the City

(Johnson County Parcel ID KF251208-1021). Developer currently has the Project Area under

contract.

B.   The Developer has indicated that they intend to ask the City to consider the use of

Tax Increment Financing ("TIF") and/or other incentives in connection with the project.

C.   The City is a municipal corporation duly organized and existing under the laws of

the state of Kansas and authorized by K.S.A. 12-1770 *et seq*., as amended (the "TIF Act"), to

provide tax increment financing for certain qualified projects upon compliance with the

procedures set forth in the TIF Act and the TIF policy of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements

contained herein, the parties agree as follows:

1.   DEVELOPER OF RECORD. The City acknowledges that the risks and costs of preliminary planning activities and other requirements associated with the preparation of a Redevelopment Project Plan under the TIF Act are greater than associated with ordinary development. As an inducement to Developer to assume those costs and undertake those activities set forth herein, the City designates Developer as the exclusive developer of record for Project Area for one hundred and twenty (120) days from the date of this Agreement. During said period of time, as long as this Agreement is in effect, the City agrees that it will not enter into a Final Redevelopment Agreement with any other person or entity, for the implementation of any redevelopment project within the Project Area without the written consent of Developer.

2.   TIF APPLICATION. Following the execution of this Agreement, Developer will complete and submit to the City a TIF Application in accordance with the TIF Act, and the TIF Policy of the City.

3.   BASIC TERMS OF FINAL DEVELOPMENT AGREEMENT.

The parties agree that before either City or Developer is obligated to proceed with any development within Project Area, a Final Development Agreement, satisfactory to City and Developer in their sole and absolute discretion, must be entered into. Although the specific terms of such Final Development Agreement must be negotiated between the City and Developer, the City and Developer presently believe that such terms must necessarily address, at a minimum, the following matters, to-wit:

A.   Determination of Project. The City and Developer must agree on the number of living units and the site designs for the development.

B.   Agreement on Site Work, Infrastructure and Utilities. The City and Developer must agree on how site work, utilities, street, sidewalk and similar improvements are to be addressed by the development plan. Agreement must also be reached on the method of financing

of these improvements, the distribution of costs for each element and the responsibility for meeting these costs.

C.   Agreement on Plans and Specifications. The City and Developer must agree on the plans and specifications of the exterior design of the development.

D.   Agreement on Progress Schedule. The City and Developer must agree on a progress schedule by which the redevelopment project will be undertaken and completed.

E.   Zoning Changes. The parties shall agree as to how any necessary zoning changes will be addressed. Nothing contained within this Agreement, nor any future agreement, shall be deemed to bind the City, acting in its governmental capacity, to approve any such zoning changes.

F.   Other Matters. The Final Development Agreement shall also address any other matters that City and Developer deem appropriate.

4.   OBLIGATIONS OF THE PARTIES TO PROCEED.

The obligation of the parties to proceed beyond this Predevelopment Agreement is dependent upon the City and Developer entering into a Final Development Agreement prior to the termination of this Agreement. Nothing contained herein shall (i) obligate the City to create or approve any suggested development (ii) obligate the City to create a TIF District or approve a development plan for Project Area, or (iii) obligate City or Developer to enter into a Final Development Agreement.

5.   MISCELLANEOUS.

A.   Costs. Each party shall be solely responsible for all costs and expenses incurred by such party in connection with the matters contemplated by this Agreement. Provided, however, that the Developer will reimburse and pay the City for its expenses incurred ("City Expenses") following execution of this Agreement.

i. In order to ensure the prompt and timely payment of the City Expenses, the Developer will establish a fund (the "Fund") in the amount of $10,000 ("Initial Deposit") by paying such amount to the City contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged.

ii. City shall provide Developer with a written description of each City Expense containing the name of the party to which the expense will be owed and a reasonable description of the work to be performed or service to be provided. Developer shall have fifteen (15) days after receipt of the City's notice to approve or deny the expense or request additional detail. In the event Developer fails to respond within the fifteen (15) day period, the expense shall be deemed approved. In the event Developer denies any City Expense, the City and Developer shall attempt in good faith to resolve Developer's objection thereto; in the event the parties are unable to resolve such objection, City may terminate this Agreement.

iii. On a monthly basis, the City will pay the approved City Expenses from the Fund and will submit to Developer monthly statements itemizing the approved City Expenses paid from the Fund during the preceding month.

iv. In the event the City determines that the total of the City Expenses will exceed the balance in the Fund, the City will submit an itemized statement therefor to the Developer to replenish the Fund so that there is a cash balance available against which additional City Expenses may be applied on a current basis.

v. All statements of approved City Expenses will be payable by Developer within thirty (30) days of receipt thereof.

vi.   If economic incentives are extended to Developer for its project, and any City Expenses are eligible for reimbursement through such incentives, the City will not oppose such reimbursement.

vii.   All studies, reports, and other work product, other than attorney-client work product, prepared for City and paid out of the Fund shall be provided to Developer at no charge to Developer.

B.   <u>Assignability</u>. No party shall assign this Agreement without the written consent of the other parties.

C.   <u>Amendments</u>. This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.

D.   <u>Applicable Law</u>. This Agreement shall be deemed to be entered into in the state of Kansas, and shall be enforceable under the laws of that state.

E.   <u>Binding Effect</u>. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and the permitted successors and assigns of the parties.

F.   <u>Non-liability of City Officials and Employees</u>. No member of the governing body, official or employee of the City shall be personally liable to Developer or Owner, or any successor in interest to Developer or Owner, pursuant to the provisions of this Agreement, nor for any default or breach of the Agreement by the City.

G.   <u>Not a Partnership</u>. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship among the parties.

H.   <u>Term</u>. The term of this Agreement shall be one hundred and twenty (120) days from the Effective Date.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF MISSION, a Kansas municipal corporation

_____
Steve Schowengerdt, Mayor

ATTEST:

_____
Martha Sumrall, City Clerk

_____

By:_____
Name: _____
Title: _____