

**CITY OF MISSION, KANSAS**  
**FINANCE & ADMINISTRATION COMMITTEE**

**WEDNESDAY, NOVEMBER 6, 2019**

**6:30 P.M.**

**Mission City Hall**

**PUBLIC HEARINGS / PUBLIC COMMENTS**

**PUBLIC PRESENTATIONS / INFORMATIONAL ONLY**

1. Presentation from Auditors- Brian Scott ([page 4](#))

Berberich, Trahan & Company (BT&Co) will conduct the audit for the fiscal year ending December 31, 2019. Stacey Hamond with BT&Co will meet with the Finance and Administration Committee to discuss the upcoming audit. In particular, she will outline the auditor's responsibilities with regard to the financial audit, planned scope and timing of the audit, and any significant issues prior to beginning the audit.

**ACTION ITEMS**

2. Approval of the October 2, 2019 and October 9, 2019 Finance & Administration Committee Minutes - Martha Sumrall ([page 9](#))

Draft minutes of the October 2, 2019 and October 9, 2019 Finance and Administration Committee meetings are included for review and approval.

3. Resolution Declaring Surplus Property - Brian Scott ([page 25](#))

City Council Policy No. 111 defines the process and procedure for the sale and disposal of real and personal property by the City of Mission, which is also outlined in K.S.A. 12-101. The City Council will be asked to consider a resolution identifying surplus items that the Parks and Recreation Department would like to dispose after cleaning out storage areas at the Community Center this summer.

4. Human Service Fund Recommendations - Brian Scott ([page 30](#))

United Community Services of Johnson County (UCS) is an independent, non-profit corporation charged with coordinating and supporting various initiatives and programs that provide for the human services needs of Johnson County residents. One of these programs is the Human Service Fund, which provides a cost-efficient and accountable mechanism for local governments in Johnson County to support a number of services that help residents facing difficult circumstances. The City of Mission is a contributor to this fund along with 15 other communities and Johnson County. The Council will consider a contribution of \$8,300 to this fund for 2020.

5. Property / Casualty / General Liability Insurance Renewals - Brian Scott ([page 44](#))

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. Staff is recommending that the City obtain these from Travelers Insurance company for the policy period of January 1, 2020 through December 31, 2020 at an estimated total annual premium not to exceed \$129,324. Staff is also recommending that cyber-liability insurance be obtained from Axis Insurance Company for \$3,150.

6. Employee Benefit Renewals - Emily Randel ([page 70](#))

Maintaining an attractive benefits package is a key part of recruiting and retaining good employees. Each year, staff seeks the most effective balance of robust benefits that still allows for a strong fiscal position. The recommendations for fiscal year 2020 are summarized in the attachments.

7. Metromedia Contract Renewal - Laura Smith ([page 80](#))

Mission has enjoyed a partnership with MetroMedia since 2010 to produce and distribute the *Mission Magazine*. Metromedia works closely with the City and the *Mission Magazine* Committee to develop story ideas, conduct interviews, prepare editorial content, sell advertising, and design, layout and produce five issues of the magazine annually. The previous agreement has been restructured into a more typical contract format, and has been drafted to reflect the expectations and responsibilities of both MetroMedia and the City. The contract anticipates a four year term from 2020 through 2023. Production and mailing of the *Mission Magazine* is funded by transient guest tax revenues. Staff recommends approval of the updated contract with Metromedia.

8. Ordinance Dividing Rock Creek Redevelopment District - Laura Smith ([page 87](#))

In conjunction with the Amendment to the Gateway Redevelopment Agreement and preparation for the issuance of the Special Obligation (SO) bonds it contemplates, several issues related to the equitable distribution of TIF increment were identified. In order to address the issues while also preserving flexibility for the City Council, it was recommended that the existing Rock Creek Redevelopment District be divided into five separate Districts. The Council passed Resolution 1035 calling a public hearing on this matter for the November 18, 2019 City Council meeting and the appropriate notices were mailed to the County, the School District and all owners and occupants within the district. Following the public hearing the Council will consider an ordinance adopting certain findings and authorizing division of the district.

9. Issuance of Special Obligation Tax Increment Revenue Bonds (Gateway Project) Series 2019 - Laura Smith ([page 117](#))

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, Series 2019 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. 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. 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.

## **DISCUSSION ITEMS**

### 10. 2020 Legislative Program - Laura Smith ([page 123](#))

Each year the City prepares a Legislative Program which outlines priorities or areas of interest or concern to be communicated to our state legislators at the outset of the legislative session. The Program has typically been presented at the January Committee meeting, but last year Council expressed a desire to move consideration of the priorities earlier in the fall so they could be communicated with sufficient time to be addressed as early in the session as possible. Following review by the Council, staff will develop a recommended program for consideration as an Action Item at the December 11 Finance & Administration Committee agenda.

## **OTHER**

### 11. Department Updates - Laura Smith

**Sollie Flora, Chairperson**  
**Kristin Inman, Vice-Chairperson**  
***Mission City Hall, 6090 Woodson St***  
***913-676-8350***

<b>City of Mission</b>	Item Number:	1.
<b>INFORMATIONAL ITEM</b>	Date:	November 6, 2019
<b>ADMINISTRATION</b>	From:	Brian Scott

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

**RE:** 2019 Financial Pre-Audit Communication

**DETAILS:** Kansas statutes require an annual audit of the City's financial statements. As the City's fiscal year comes to an end, staff begins preparing for closing out the fiscal year and starting the audit. The City has engaged Berberich Trahan & Company, P.A., Certified Public Accountants (BT&Co) to conduct an audit of the City's financial statements for the fiscal year ending December 31, 2019. The audit for this fiscal year will cost approximately \$27,000.

One of the first steps in preparing for the upcoming audit is a pre-audit communication with elected officials and management. The American Institute of Certified Public Accountants (AICPA) establishes standards and guidelines for proper and effective auditing of financial records through the issuance of Statements on Auditing Standards (SAS). SAS 114, *The Auditor's Communication With Those Charged With Governance*, addresses the auditor's communications with the governance (the actual governing body and senior management) of the entity that is being audited. Matters to be communicated include:

- The auditor's responsibilities with regard to the financial audit statement
- Planned scope and timing of the audit
- Significant findings or issues from the audit

The auditor's responsibilities with regard to the audit of the financial statements are often included in the representation letter that is presented with the audit. The letter communicates:

- The auditor is responsible for performing the audit in accordance with Generally Accepted Auditing Standards (GAAS) and that the audit is designed to obtain reasonable, rather than absolute, assurance about whether the financial statements as a whole are free from material misstatement.
- An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting.
- The auditor is responsible for communicating significant matters related to the financial statement audit that are, in the auditor's professional judgment, relevant to the responsibilities of those charged with governance in overseeing the financial reporting process.

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

<b>City of Mission</b>	Item Number:	1.
<b>INFORMATIONAL ITEM</b>	Date:	November 6, 2019
<b>ADMINISTRATION</b>	From:	Brian Scott

Informational items are intended to provide updates on items where limited or no discussion is anticipated by the Committee.

- When applicable, the auditor is also responsible for communicating particular matters required by law or regulation, by agreement with the entity, or by additional requirements applicable to the engagement.

Stacey Hamond with BT&Co will meet with the Finance and Administration Committee to discuss the upcoming audit. In addition to the areas listed above, this discussion will entail the planned scope and timing of the audit itself.

This would be an opportunity for the auditor and Committee to engage in a discussion on such matters as:

- The allocation of responsibilities between the City Council and management in regards to fiscal oversight;
- Any significant communications with regulators or other outside parties;
- The auditor's approach to internal control relevant to the audit including, when applicable, whether the auditor will express an opinion on the effectiveness of internal control over financial reporting;
- How the auditor proposes to address the significant risks of material misstatement, whether due to fraud or error;
- The City's objectives and strategies and the related risks that may result in material misstatements; and
- A better understanding of the consequences of the auditor's work and to identify any areas in which the auditor may be requested to undertake additional procedures.

Although communication with those charged with governance may assist the auditor to plan the scope and timing of the audit, it does not change the auditor's sole responsibility to establish the overall audit strategy and the audit plan, including the nature, timing, and extent of procedures necessary to obtain sufficient and appropriate audit evidence.

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

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



BERBERICH TRAHAN & CO., P.A.  
Certified Public Accountants

October 30, 2019

Mayor and City Council  
City of Mission, Kansas  
6090 Woodson Road  
Mission, Kansas 66202

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of City of Mission, Kansas' (the City) financial statements as of and for the year ended December 31, 2019.

#### Communication

Effective two-way communication between our Firm and the City Council is important to understanding matters related to the audit and in developing a constructive working relationship. Stacey A. Hammond is the director responsible for oversight of all aspects of the audit.

Your insights may assist us in understanding the City and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, instances of noncompliance with laws and regulations that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

3630 SW Burlingame Road, Topeka, Kansas 66611 | T: 785.234.3427 | toll-free: 800.530.5526 | F: 785.233.1768 | W: btandco.com



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### **Independence**

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission no director or professional employee of Berberich Trahan & Co., P.A. is permitted to own any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a director or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by Berberich Trahan & Co., P.A. and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

### **The Audit Planning Process**

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your business and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

### **The Concept of Materiality in Planning and Executing the Audit**

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, and in forming the opinion in our report. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.



BERBERICH TRAHAN & CO., P.A.  
Certified Public Accountants

Mayor and City Council  
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### **Our Approach to Internal Control Relevant to the Audit**

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the City's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

### **Timing of the Audit**

We have scheduled preliminary audit field work for December 2019 with final field work commencing in February 2020. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

### **Closing**

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the City.

This communication is intended solely for the information and use of the City Council and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

Stacey A. Hammond  
Director

SAH:tls



<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	November 6, 2019
<b>Administration</b>	From:	Martha Sumrall

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

**RE:** October 2, 2019 and October 9, 2019 Finance & Administration Committee Minutes.

**RECOMMENDATION:** Review and accept the October 2, 2019 and October 9, 2019 minutes of the Finance & Administration Committee.

**DETAILS:** Minutes of the October 2, 2019 and October 9, 2019 Finance & Administration Committee meeting are presented for review and acceptance. At the committee meeting, if there are no objections or recommended corrections, the minutes will be considered accepted as presented.

Draft minutes are linked to the City Council agenda packet so that the public may review the discussion from the committee meeting in advance of the Council action on any particular item.

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

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

## **MINUTES OF THE MISSION FINANCE & ADMINISTRATION COMMITTEE**

October 2, 2019

The Mission Finance & Administration Committee met at Mission City Hall, Wednesday, October 2, 2019 at 7:25 p.m. The following committee members were present: Hillary Thomas, Arcie Rothrock, Nick Schlossmacher, Kristin Inman, and Sollie Flora. Absent: Councilmembers Quinn, Kring, and Davis. Mayor Appletoft was also present. Councilmember Flora called the meeting to order at 7:25 p.m.

Also present were City Administrator Laura Smith, Assistant City Administrator Brian Scott, City Clerk Martha Sumrall, Assistant to the City Administrator Emily Randel, Public Works Director Celia Duran, Parks & Recreation Director Penn Almoney, Chief Ben Hadley, and Public Works Superintendent Brent Morton.

### **Public Comments**

There were no public comments.

### **Acceptance of the September 4, 2019 Finance & Administration Committee Minutes**

The September 4, 2019 Finance & Administration Committee Minutes were provided to the committee in the packet. There being no objections or corrections, the minutes were accepted as presented.

### **Upgrade of Laserfiche Software**

Ms. Sumrall reported the City purchased Laserfiche software in 2009 and is now recommending an upgrade to the Avante System. Laserfiche is used as a permanent repository for a wide variety of documents and, because they are all fully searchable, this is very helpful to staff. This upgrade will improve document management and workflows, and allow for staff to create fillable forms that will be available to the public on our website. The City will receive a credit for our current system making the final cost \$10,738. She also noted that the annual maintenance fee will increase by approximately \$1,600.

Councilmember Schlossmacher recommended that the upgrade to Laserfiche Avante from R&D Computer Systems in an amount not to exceed \$10,738 be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

### **Award of Contract for Solid Waste Collection Services**

Mr. Scott presented information on the residential solid waste collection services currently in Mission and the bids received from the recently released RFP. He provided the following information:

- The program includes collection of solid waste, recycling, and yard waste from all residential properties in Mission once a week. Apartments are not included in the program.
- Solid waste must fit into the 65-gallon poly-cart or an overage sticker must be purchased.
- Unlimited recycling.
- Yard waste is limited to 8 bags or bundles January through October and 12 bags or bundles in November and December. Additional items may be put out with overage stickers.
- Once a month bulky item pick-up, which is limited to three items.
- The RFP requested bids that mirror these current services.
- Current collection days are Monday, Tuesday, Thursday and Friday and the schedule map was used in the RFP to request that pick-up days remain as they currently are scheduled unless a more efficient process is identified.
- Three bids were received in response to the RFP. Our current contract is with Waste Management at a cost of \$16.97 per household monthly. This includes City facilities, but not the dumpster at Public Works.
- WCA submitted a bid of \$16.04 per household monthly.

Mr. Scott stated staff met with WCA to review their response and the bid does include like services to our current contract. Poly-carts as required are included and, if awarded the contract, WCA will rent trucks at first due to the timeline to purchase new trucks for this contract. He discussed the contract included in the packet which is focused on defining terms in a more thorough fashion than our current contract. He also discussed staff's frustration with our current contractor related to communications with residents. The proposed contract with WCA requires a residential communication plan within 10 days of the notice to proceed for the contract, which would include contact names at WCA, a toll free phone number to call for concerns, web page specific to Mission (holidays, etc. listed), and educational materials on how to handle waste and recyclables. Mr. Scott noted that with a Mission specific website it will be easier to drive residents to this website for information. The customer service center will be open 8:00 a.m. - 5:00 p.m., Monday through Friday and the expectation is that any call going to voicemail will be returned within one hour. Concerns received by noon will be addressed/resolved by the close of that day and those received overnight will be resolved by noon the following day. Spillage should be picked-up within one hour. Monthly service reports will be provided to the City. The proposed contract has an initial term of five years with an option for two additional five-year terms (total of 15 years). The contract also addresses subcontractors which may not be assigned without the written approval of the City. He noted that "damages" is included in the proposed contract and discussed WCA's requirement to repair damages (this is not in our current contract). The contract also includes specific recyclables allowed, but he noted that this can change over time as industry standards change.

Mr. Scott introduced Tom Coffman, Municipal Sales Representative and Carey Calabrese, District Manager Missouri North for WCA. Mr. Calabrese presented information on WCA, including:

- WCA's "footprint" which includes 11 states (9 districts), five hauling companies in the Kansas City metro area, and four transfer stations in the district with two local to Kansas City.
- The landfill is in Sedalia.
- This is a big company with a "local feel" - the dispatch and route supervisors are all local.
- Mr. Coffman will be Mission's direct line to issues.
- Their fleet includes trucks similar to those currently used in Mission that automatically lift the poly-cart and are forward facing for safety.
- WCA's Materials Recovery Facility (MRF) is located in Harrisonville and one of the largest in the region.
- Sustainability efforts by WCA include a gas to energy plant in Sedalia.
- Information on WCA's local leadership team was provided.
- WCA partners with many local communities and participates in local events.

Councilmember Schlossmacher asked if WCA provides glass recycling. Mr. Calabrese stated that they do not. Councilmember Thomas requested information on the Sustainability Commission's role in this process. Mr. Scott stated they reviewed the RFP, but did not participate in the selection process. Councilmember Inman asked about the use of natural gas trucks. Mr. Calabrese stated that an upgrade to natural gas is anticipated within five years. The committee also discussed both the recycling of carts that are damaged (WCA recycles, rebrands, and sells) and the plan for switching from the current Waste Management carts to WCA's carts. Mr. Scott stated that once the contract with WCA is approved, Waste Management will be notified and they will make several passes through Mission to collect carts. WCA will follow with distributing their carts to avoid disruption during the transition. He stated that this transition can often be challenging, particularly since it will happen during the holidays, but a plan will be in place.

The committee also discussed service level expectations and negative press WCA has received regarding subcontractors. Mayor Appletoft asked if WCA fully understands Mission's expectations for service and Mr. Calabrese stated they do and they align with his and the company's. Councilmember Thomas noted the negative press WCA has received for their services in some communities. Mr. Calabrese provided information on prior issues and noted that there is currently a different management team in place, the company has a lower turn-over rate for employees, and the culture overall is better. He stated that issues in Kansas City, Missouri were unfortunate and due to subcontractors. He stated that subcontractors would not be used in Mission, and also stated subcontractors are sometimes used for yard waste in some areas.

Councilmember Flora requested additional information on the five-year plan to upgrade to natural gas trucks and when Mission might anticipate seeing these trucks in our area. Mr. Calabrese stated he would anticipate within approximately 18-24 months. He also provided information on their improvements in transferring trash to the landfill in Sedalia. They are able to reduce the loads going to the landfill by 6-8 loads daily due to greater capacity of their trucks. Councilmember Flora asked if the semi-trucks used for these transfers are diesel and he stated that they are.

Councilmember Thomas requested information on how yard waste is handled. Mr. Calabrese walked through the process of pick-up, trucking to Missouri Organics where it is used or mulched.

Mayor Appletoft asked how WCA would handle a hydraulic line break in one of their trucks. Mr. Calabrese stated that they would first contain the spill, mitigate it from spreading, dispatch a clean-up crew, and notify the City.

Councilmember Thomas asked if a shorter contract term would affect the rate. Mr. Calabrese stated that the rate provided was based on the RFP and he would need to know the shortened term requested. Councilmember Flora noted shorter terms for other cities in Johnson County. Mr. Scott stated that originally a seven-year term was considered but this was too long and five-years was selected. He stated that the new provider needs to “staff up” and purchase new equipment, and they need a return on their investment.

Councilmember Rothrock recommended that the Agreement with WCA of Missouri, LLC for residential solid waste collection services for a period of five years with two, optional renewal terms of five years each be forwarded to Council for approval. All on the committee agreed, but this will not be a consent agenda item.

#### **Adoption of 2019 Standard Traffic Ordinance (STO) and Uniform Public Offense Code (UPOC)**

Chief Hadley stated that annually the City adopts the Standard Traffic Ordinance and Uniform Public Offense Code, which are published by the League of Kansas Municipalities. We are doing this a little later this year. For the 2019 editions, LKM did a complete update of both the STO and UPOC to more closely match Kansas Statutes and the Kansas Criminal Code. He stated that Mission has exempted itself by ordinance from several statutes so that we can provide better enforcement or have more leeway (i.e., speed limits, smoking).

Councilmember Schlossmacher asked what implications SB28 regarding marijuana will have with regard to our ordinances. Chief Hadley provided information on Mission’s drug arrests which are up for this year, CBD shops in Mission, and discussed marijuana issues in Missouri that could impact those coming into Mission. Ms. Smith stated that SB28 may be used as an

affirmative defense as to why someone would have marijuana as it allows for marijuana possession with a doctor's note.

Councilmember Flora requested information on any other legislative changes we should be aware of. Chief Hadley discussed school zone fines, which are regulated by Mission's code and noted that we can not go below 20 mph in a school zone, and Ms. Smith stated areas to pay attention to that we have additional ability to regulate include animal cruelty and scooters. She noted that many scooters were dropped off in Fairway, but they have not yet made their way to Mission.

Councilmember Schlossmacher recommended that approval of the ordinances adopting the 2019 editions of the Standard Traffic Ordinance for Kansas Cities (STO) and the Uniform Public Offense Code for Kansas Cities (UPOC), as published by the League of Kansas Municipalities, be forwarded to Council for approval. All on the committee agreed. This will be a consent agenda item.

### **Other Department Updates**

Ms. Smith stated Council has requested work on the annual Legislative Program to begin earlier so there is more time to consider various issues. She asked Councilmembers to forward to her any issues they would like considered for the 2020 Legislative Program. She also noted that for the second year in a row, there will not be a joint City/County Legislative Program.

There will be a supplemental Finance & Administration Committee Meeting on Wednesday, October 9th at 6:30 p.m. Because the current development agreement for The Gateway Project is based on phasing and this has changed, revisions to this document will be required to match the current circumstances. This will be an item on the agenda. Also included on the agenda will be a "housekeeping" item on the Rock Creek TIF District as there have been changes in the interpretation of the statute related to multiple project areas. This will need to be reset for the Gateway prior to financing discussions. A draft ordinance regarding the de-annexation of property to Roeland Park will also be on the agenda.

Ms. Smith stated she has been working to set the date for a Council retreat, and it appears that Saturday, October 26th is the only Saturday available before the end of the year. An alternative date would be October 29th in the evening. She asked councilmembers to check their calendars and confirm to her the availability for these two dates.

Ms. Smith stated that the November City Council meeting will need to be moved to Monday, November 18th. Four councilmembers will be out of town attending the NLC annual conference on our regular City Council meeting date, and because of notice requirements for the TIF district public hearing, a meeting can not be held prior to this date. She asked all councilmembers to check their calendars and confirm to her their availability for November 18th.

Mr. Morton stated that the crane currently at the EPC project on Johnson Drive and Beverly will be gone from the site by the end of next week. Councilmember Flora asked if a restaurant tenant has been identified for this project. Mr. Scott stated that it has not and noted that the property owners anticipate leasing to begin in April 2020. Councilmember Inman asked if a tour of the project can be arranged once it is completed.

**Meeting Close**

There being no further business to come before the Committee, the meeting of the Finance and Administration Committee adjourned at 8:17 p.m.

Respectfully submitted,

Martha Sumrall  
City Clerk

## **MINUTES OF THE MISSION FINANCE & ADMINISTRATION COMMITTEE**

October 9, 2019

The Mission Finance & Administration Committee met at Mission City Hall, Wednesday, October 9, 2019 at 6:30 p.m. The following committee members were present: Pat Quinn, Hillary Thomas, Arcie Rothrock, Nick Schlossmacher, Debbie, Kring, Kristin Inman, Sollie Flora, and Ken Davis. Mayor Appletoft was also present. Councilmember Flora called the meeting to order at 6:30 p.m.

Also present were City Administrator Laura Smith, Assistant City Administrator Brian Scott, City Clerk Martha Sumrall, Assistant to the City Administrator Emily Randel, Public Works Director Celia Duran, Parks & Recreation Director Penn Almoney, Chief Ben Hadley, and Public Works Superintendent Brent Morton.

### **Public Comments**

There were no public comments.

### **Resolution Calling Public Hearing on the Division of the Rock Creek Redevelopment (TIF) District**

Ms. Smith stated as steps were taken to re-evaluate the Gateway Redevelopment Agreement and explore the issuance of Special Obligation (SO) bonds contemplated in the agreement, several issues were identified relating to the underlying Tax Increment Financing (TIF) District. She discussed the map of the district, which was established in 2006 and includes 71 acres of land that follows Rock Creek between Roe and Lamar. The district was initially established to aid redevelopment in areas that were put into the 100-year floodplain through revisions to the FEMA maps. The district at that time included four redevelopment areas within the larger district.

In 2009 the district was amended to include five redevelopment project areas. Areas 1, 3 and 4 remained the same, but area 2 was divided to create area 2a for the Capital Federal project. Ms. Smith stated the TIF Act provides that increment is computed on a district-wide basis, which works when there is only one or two project areas and they have a positive incremental assessed valuation. In this district, not all of the areas have a positive increment so none of the areas are eligible for reimbursement. She noted that table included in the committee packet that provides information on each project area and the incremental assessed value for each.

Ms. Smith discussed issues associated with the Gateway Redevelopment Agreement and the TIF including:



- What is the fair way to allocate the future incremental property tax revenues generated by the Rock Creek District between the Gateway, Capitol Federal, and Project areas 2-4?
- Where bonds are issued to finance the Gateway Project costs, how can we effectively mitigate the risk to bondholders of future assessed valuation 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?

Ms. Smith stated staff is recommending Council proceed to split the current Rock Creek District into separate districts to provide the greatest amount of flexibility for the City. This will require the passage of a resolution calling a public hearing, and notice to all of the property owners and occupants, school district and county via certified mail. She stated the county and school district will not have veto rights as they did when the district was first established. Following the public hearing on November 18, Council will then be able to adopt an ordinance splitting the area into separate districts. She discussed the benefits of splitting the area into separate districts, including:

- Each project area/district would receive increment attributable only to the activities within that area
- Would be consistent with the business deal in the approved project plans for The Gateway and Capitol Federal.
- Will assist with the marketing of the Gateway bonds as investors will have less risk related to the increment from other project areas.
- Provides Council with the opportunity to evaluate the necessity/value of such a large TIF district and remove certain portions entirely either at the November 18 meeting or a later date. She noted there has been a great deal of change in the area since this district was originally established.

Councilmember Davis asked if there are any costs associated with splitting this district and Ms. Smith stated the only costs will be related to publication of the resolution and ordinance and the certified mailing.

Councilmember Flora asked if any property owners in the district have contacted the City regarding this issue. Ms. Smith stated notices of the public hearing have not yet been mailed. Councilmember Flora also asked why there have not yet been any distributions from this district. Ms. Smith stated the only requests at this time would come from Capitol Federal and they have not made any to date.

Councilmember Schlossmacher referred to the map of the proposed district and asked why the property west of Roeland Drive at Martway is included (Wendy's). Discussion continued on the map and whether this property is actually included. Ms. Smith stated staff will review this to be sure it is correct.

Councilmember Kring asked if there are any “down sides” to splitting the district. Ms. Smith stated there are not and that this will now do what was originally intended when the district was established and preserves the greatest flexibility.

Councilmember Davis recommended that the resolution calling a public hearing for 7:00 p.m. on Monday, November 18, 2019 regarding the division of the Rock Creek Redevelopment (TIF) District into five redevelopment districts be forwarded to Council for approval. All on the committee agreed, but this will not be a consent agenda item.

**Amendment to Third Amended and Restated Redevelopment Agreement,  
The Gateway Project**

Ms. Smith stated that the City’s Development Team is present (Pete Heaven, Gary Anderson, Kevin Wempe), as well as Matt Valenti, Corb Maxwell, and Rich Wood representing the developer. Bruce Kimmell, Ehlers, participated in the meeting via phone. Handouts were provided to the committee.

Ms. Smith presented (powerpoint presentation) current information on the project, including:

- The City and developer share a common goal to complete the entire development according to the approved plan so that the City and developer may both realize the benefits of the project.
- We have been working on plans and permitting, amending the Redevelopment Agreement, completing our due diligence, and preparing for the Special Obligation (SO) bond issuance.
- Information on why the redevelopment agreement needs to be amended:
  - The 2017 redevelopment agreement has a phased approach to construction and funding because the entertainment/retail anchor tenant had not yet been identified at that time.
  - It created the path forward (with the best information available at that time) to get the project started while affording certain benefits and protections to the City.
  - The developer’s lease with Cinergy in December 2018 resulted in a revision of the entire construction schedule that now does not “fit” within the parameters of the existing agreement. We now need an agreement that aligns with how the project currently stands.
- Changes to the amendment were approached with keeping the key deal points from 2017 in place. These include:
  - Developer receives 100% of Property TIF.
  - 1% of General Sales TIF shared between developer (55%) and the City (45%).
  - 9% Transient Guest Tax shared between the developer (8%) and the City (1%).
  - Developer receives 100% of CID Sales Tax revenues (1%).
  - City agrees to issue SO Bonds once certain milestones are achieved.

- The city needs to keep comparable performance expectations and protections for our investment in the project.
- Review of the new structure terms and provisions of the private lenders. This was not in a component in the past and the lender has been part of the discussions on this amendment

Mr. Scott presented an update on the project status, noting that although it may not seem like much is happening on the site, there is quite a bit going on behind the scenes.

- The residential/small shops component of the project includes three connected buildings, 4-stories high with 168 apartments (1 and 2 bedroom). On the ground floor will be small retail and some leases have been signed. A permit for this portion was issued last year but worked stopped. Fogel Anderson has stepped in and, when financing has been secured, work on this portion of the project will begin again. They will also be ensuring what has been built to date is still safe.
- The hotel will be a Marriott Element, which is 7-stories and has 202 rooms with full hotel amenities. Plan review of the hotel is nearly complete and a building permit should be issued within a few weeks.
- Parking garage will be 4 levels with 808 parking spaces. Plan review is underway now and anticipated to be complete by the end of the year. The foundation may be preapproved for construction before winter.
- Cinergy entertainment venue is 90,000 sq. ft. and will include a movie theater with 10 screens, bowling, arcade (ax throwing, etc.), restaurants and bars. Cinergy is a company out of Texas. Plans have been reviewed and a building permit issued this summer. They have been drilling piers for the footings, but this had to stop due to a sanitary sewer which needed realignment. The realignment is almost complete and WaterOne is now replacing a water main on Roe Avenue near the site. The committee discussed parking for the project and whether it will be done in time for the Cinergy project. Mr. Scott stated that the developer is committed to the parking being completed at the same time as Cinergy and noted that it will be prefab so it should be constructed quickly, similar to the parking for the apartment project on Johnson Drive (EPC).
- Office building will be 4-story, 76,000 sq. ft. This part of the project is going back to the Planning Commission for consideration at their October meeting as it has increased in size. It was originally 3-stories, 58,000 sq. ft.
- Food Hall will be 2-stories, 40,000 sq. ft. and will include a restaurant by Chef Tom Colicchio as well as Five Iron (indoor golf venue). The food hall will allow for small spaces for local chefs to have “pop up” restaurants with general seating. It will also include a bar and outdoor entertainment area. There may be space available at this location for the Mission Market.

Ms. Smith discussed specific changes included in the First Amendment to the Third Amended and Restated Redevelopment Agreement. A handout of the changes from the 2017 Third

Amended and Restated Redevelopment Agreement to the current proposed amendment was reviewed by the committee, with specific sections discussed (handout attached).

Councilmember Schlossmacher asked why the current agreement does not include CID Bonds. Mr. Heaven stated that this agreement has simplified the financing with one bond issue. He also stated that a CID has a time limit of 22 years and TIF has a 20 year limit so the developer will be limited to 20 years.

Councilmember Kring requested information on the value of the land and whether it has increased. Ms. Smith stated the assessed value has decreased. This happened when the mall was demolished and the developer appealed the site's assessed value twice and won. The base year value for the property was \$2.5 million and the current value is \$488,000. The developer will need to get to the base value to generate increment.

Councilmember Flora asked how the construction percentage needed for the distribution of bonds was developed (50% of Cinergy and 25% of the parking garage). Ms. Smith stated the development team felt these completion percentages would show significant progress and that the project is moving forward. Mr. Heaven stated that once Cinergy reaches 50% completion it would be hard for them to turn back, and because City bonds will be used to finance a portion of the garage, 25% is a reasonable amount. The committee also discussed what would happen if the project is not completed. Ms. Smith stated that to pay off the SO Bonds, the developer needs the revenues from the entire completed project and then they are reimbursed with any tails.

Councilmember Thomas asked if the CID begins July 1, 2020 and Ms. Smith confirmed that it does.

Mr. Kimmel provided information on the estimated cumulative Gateway project funding 2019-2021, including the developer's equity, MCB temporary loan, Carlyle mezzanine loan, OZK 1st mortgage and the City's SO bonds. He stated that to date the developer has invested approximately \$50 million in the property (\$38 million in developer equity and \$15 million from the MCB temporary loan). He discussed the City's distribution terms of \$7 million first draw in June of 2020, which is conditional on certain conditions being met. Bond disbursements may continue for several months after the estimated project completion of Fall 2021. (Handout attached to these minutes.)

Mr. Kimmel discussed the SO bonds issued by the City and protecting the interest of the City by ensuring progress is being made in the project prior to disbursement. He noted that private lenders are contributing approximately three times the amount of the City and we have "piggybacked" on their research to protect our interest. He stated that investors purchasing SO bonds are sophisticated, large investors due to the risky nature of the investment (they do not have the same guarantees as GO bonds). Councilmember Kring asked if the redevelopment agreement would need to be amended again should a bank lending money to the project sell to

another bank. Mr. Heaven stated we would not as the new bank would become a successor of the previous bank.

Mr. Kimmel provided information on the estimated City revenues 2019-2040 outlined in a handout and previously referred to as the "Will sheet." (Handout attached.) He discussed the merits of getting money from the project up front and along the way as opposed to tails. Included in the handout was information on estimated taxable sales tax and year-over-year growth which has been updated with market research from PGAV, street sales tax, parks and recreation sales tax, non-TIF general sales tax, non-TIF guest tax, base property taxes, stormwater special assessment, and the stormwater utility fee. He stated the PGAV estimates are conservative, noted the street and parks and recreation sales taxes have a sunset in a few years unless renewed, and the year in which the City will receive the full non-TIF general sales tax, non-TIF guest tax, and base property tax (2039).

Councilmember Schlossmacher noted that the City will receive the stormwater assessment and stormwater utility fees no matter what happens, so he encouraged caution when including these as a benefit. He stated that stormwater improvements had to happen for the property/project and that we are not actually making money on these, but rather getting our investment back. Mr. Kimmel agreed, but also noted the variability with sales taxes and property taxes that can occur. Projections have been reasonably conservative and he does not feel this is a "rose colored" projection of future revenues.

Councilmember Thomas asked if we have considered the expenses that will need to come out of these revenue streams once the project is complete. Ms. Smith states discussion has begun on that issue, particularly related to public safety. The Police Department has been collecting information on calls for service related to other Cinergy projects to help evaluate what our situation may be.

Councilmember Flora asked if it is fair to say that the structure of this deal is sales tax/special sales tax based as opposed to the mill levy. Mr. Kimmel stated that it is and discussed keeping a balanced approach. This project will be a significant driver of taxable sales, may impact other businesses (such as Johnson Drive), and encourage spin-off development.

Councilmember Davis stated the Mission Mall previously at the site had a lifespan of about 20 years and asked if this has been considered for this project. Mayor Appletoft stated that the mall was brick and mortar retail which is declining. This project includes a hotel, restaurants, and experience businesses that are better situated to survive over the long term. Councilmember Schlossmacher stated this project is also more diverse than the previous mall.

Mr. Kimmel discussed other revenues associated with the project such as planning fees and construction permits, business licenses, the City's portion of the County Sales Tax, and franchise fees. Mr. Scott included alcohol taxes ( $\frac{1}{3}$  of which go to the General Fund) which will see a boost.

Ms. Smith provided information on next steps in the process, including:

- The goal to align the timing for all funding sources to allow the project to move forward in accordance with the revised development schedule.
- Requirements of the private lenders resulting in the need to separate bond issuance and the distribution of net bond proceeds.
- Preliminary steps are underway that move the City/Developer closer to issuance without requiring the City to take on any risk. These steps include:
  - Selection of a bond underwriter, now in place. They are not paid unless the bond issue moves forward.
  - Completion of the market feasibility study by PGAV. The developer has escrowed the cost of the PGAV market feasibility study.
  - Developing a proposed calendar / schedule for the bond issuance.

Mr. Anderson discussed the next steps required for the bond issuance. They have developed a calendar of events required. DA Davidson will market the bonds, which will only be sold/resold to qualified investors. These are managers of very large funds and are sophisticated investors. The project area will be separated out and the amended redevelopment agreement will be approved. Following adoption of the resolution on the public hearing for the separation of the Rock Creek TIF District, a certified mailing will go to all property owners, occupants and the County and School District to notify them of the public hearing. Offering documents with parameters for the bonds will be released on November 6, Council will consider the bond ordinance at the November 18 City Council Meeting, the bond purchase agreement will then be executed and funding of the bonds is anticipated on December 12th.

Councilmember Kring asked what consideration has been given to District 3 as it includes the Mission Bowl property, which is being considered for demolition. Mr. Anderson stated the base value from the original district will stay in place, and we need to think about the long-term development of this area (timing of Mission Bowl issues in relation to condition for TIF).

Ms. Smith stated Council is being asked to consider moving the amended redevelopment agreement forward, as well as the bond issue noting that there is a very aggressive timeline for the bonds. Councilmember Quinn stated he feels the development team has done their due diligence related to this agreement and is comfortable with the transition of the 2017 redevelopment agreement to the current amended version. Councilmember Schlossmacher stated that he believes it is beneficial for all that the project will be completed with a quicker timeline. Councilmember Inman asked what will happen if stipulations in the redevelopment agreement are not met. Ms. Smith discussed the risk analysis for the project, including:

- What is the risk of doing nothing. She noted that we are past that point in the project.
- What happens if the City issues bonds and the project does not move forward. The bond proceeds will be in escrow and if the project does not move forward, they will be used to pay off the bonds.

- What happened if the iCity issues bonds, starts distribution of net bond proceeds and the project stalls. Repayment of the bonds is dependent on revenues from the completed project.
- Is there any financial risk to the City in issuing SO bonds? There is no risk to the City with SO bonds, except possibly reputational risk if the project does not move forward.

Matt Valenti, Gateway Developers, provided additional information on the current status of the project stating that they have completed the Johnson County Wastewater abandonment, the Cinergy pad is complete, Johnson County Wastewater is working on underground plumbing, and he anticipates the project going vertical by December. He noted a delay due to Johnson County Wastewater permitting, and stated that grading has begun for the parking garage site. He stated the current project is very different from where they were in 2017 and that they are in a position to complete the project. Councilmember Thomas requested information on the major changes to the project. Mr. Valenti stated that an additional level has been added to the parking garage, the office building has increased in size, Cinergy and the food hall have been added, and a pool has been added for the apartments. The residential component and hotel remain similar in size. Councilmember Kring asked if the developers have any similar developments and Mr. Valenti provided information on a successful development in Syracuse, NY with a Movie Tavern included. Councilmember Rothrock requested additional information on the parking garage and how the apartment parking is separated from the public parking, and security in the garage. Mr. Valenti stated that parking for the apartments will be on the third level which is far from the public spaces, there is the ability to add key card access in the future, and the garage will include panic buttons, cameras, etc. for security. He also noted that the side of the parking garage facing Cinergy will be all daylight. Councilmember Thomas asked if art will be included in the project and Mr. Valenti stated that Josh Sheldon, El Dorado Architects, has ideas for art in the public greenspace. Councilmember Kring asked for additional information on the sustainability features of the Element Hotel. Mr. Valenti stated it will not be a LEED certified building, but they will incorporate a variety of sustainable practices.

Councilmember Kring recommended that the resolution approving the First Amendment to the Third Amended and Restated Redevelopment Agreement for the Mission Gateway Project be forwarded to Council for approval. All on the committee agreed, but this will not be a consent agenda item.

**Ordinance Excluding Certain Portions of Land from the  
City of Mission's Corporate Limits (Roeland Park De-Annexation)**

Ms. Smith reported that last month, Council adopted Resolution No. 1034 calling the public hearing on the deannexation of approximately .7 of an acre at the northeast corner of Johnson Drive and Roe Blvd. This property would become part of Roeland Park. The public hearing is set for Wednesday, October 16th at 7:00 p.m. The next step in the process would be for Council to consider an ordinance to exclude the property from Mission's boundaries.

Councilmember Davis asked if negotiations regarding this issue have been completed. Ms. Smith stated Councilmember Inman and Councilmember Flora are working with representatives from Roeland Park and anticipate having this finalized prior to the City Council meeting next week. She stated that updated information on this will be provided to Council prior to the meeting or at the meeting on October 16th.

Councilmember Schlossmacher asked if there would be issues in the future with the traffic signals at that intersection should they require any changes (since they are owned by two cities). Ms. Smith stated that there should not be as all four corners of the intersection will be developed. Roeland Park is now paying 25% of the signal at this location and a letter will be sent to KCPL notifying them that they will be paying 50% going forward.

Councilmember Flora discussed current negotiations with Roeland Park and asked if we could work to get the letter to KCPL "locked-up" outside of negotiations. She suggested that a draft letter be prepared for Roeland Park, and then negotiations can focus on the financial terms of the deannexation. She stated that a meeting has been set for next Wednesday, but they are hoping to meet earlier via phone or email.

Ms. Smith stated at the City Council meeting next week, the public hearing on this issue will be held at the beginning of the meeting with a vote on the deannexation ordinance immediately following. This will allow Roeland Park to hold their Special City Council meeting on this issue at 7:30 p.m. on that same night.

Councilmember Davis recommended that the ordinance excluding certain lands from the City of Mission, Kansas in accordance with State statutes be forwarded to Council for approval. All on the committee agreed, but this will not be a consent agenda item.

**Other**  
**Department Updates**

There were no Department Updates

**Meeting Close**

There being no further business to come before the Committee, the meeting of the Finance and Administration Committee adjourned at 8:17 p.m.

Respectfully submitted,

Martha Sumrall  
City Clerk



<b>City of Mission</b>	Item Number:	3.
<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:** Declaration of Surplus Equipment

**RECOMMENDATION:** Approve the resolution providing for the sale/disposal of surplus equipment from various Departments.

**DETAILS:** City Council Policy No. 111 defines the process and procedure for the sale and disposal of real and personal property by the City of Mission, which is also outlined in K.S.A. 12-101. Property and equipment identified for surplus has been included as Attachment A to the Resolution.

Each Department, in consultation with the Finance Director, will be responsible for determining the best method for disposal in accordance with Council Policy and State law.

Items to be declared as surplus include items from the Parks and Recreation Department that were cleaned out during the Community Center closure in August.

Related Statute/City Ordinance:	K.S.A. 12-101, City Council Policy 111
Line Item Code/Description:	N/A
Available Budget:	N/A

**CITY OF MISSION**  
**CITY COUNCIL POLICY MANUAL**

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**POLICY NO. 111**

**SALE OF REAL PROPERTY & EQUIPMENT**

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- 1.01 This policy describes the process and procedure for the sale of real and personal property by the City which is also outlined in KSA 12-101.
- 1.02 All City Officials and employees both elected and appointed are prohibited from participating in the purchase of real and personal property from the City.
- 1.03 All real property of the City of Mission will be sold in accordance with applicable state law and requires the approval of the City Council.
- 1.04 The City will, on an as needed basis, establish a listing of unclaimed or obsolete personal property to be declared surplus. It will be the responsibility of the Department Head and Finance Director to determine the best means for disposing of or selling obsolete personal property, including the method of advertising.
- 1.05 The sale or disposal of real property will be determined on a case by case basis by the City Council.

**APPROVED BY THE GOVERNING BODY ON DECEMBER 8, 2004**

**REVISED AND APPROVED BY THE CITY COUNCIL ON APRIL 17,  
2019**

**CITY OF MISSION, KANSAS**

**RESOLUTION NO.**

**A RESOLUTION DECLARING SURPLUS PROPERTY FOR SALE OR DISPOSAL**

**WHEREAS**, City Council Policy No. 111 defines the process and procedure for the sale and disposal of real and personal property by the City of Mission, which is also outlined in K.S.A. 12-101; and

**WHEREAS**, the City has identified those items listed on Attachment A as “Surplus Property;”

**NOW, THEREFORE**, be it resolved by the Governing Body of the City of Mission:

**Section 1.** The items included on Attachment A are hereby declared as surplus.

**Section 2.** The Finance Director, in consultation with each Department, will be responsible for determining the best method for disposal or sale of the items declared as surplus.

**Section 3.** In accordance with Council Policy 111, all City Officials and employees, both elected and appointed, are prohibited from participating in the purchase of real and personal property from the City.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION** on this 18th day of November, 2019.

**APPROVED BY THE MAYOR** on this 18th day of November, 2020.

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

ATTEST:

\_\_\_\_\_  
Martha Sumrall, City Clerk

**Attachment A**  
**Suplus Items November 2019**

Item	Description	Serial Number/Asset Tag	Department	Value	Quantity
<b><u>Other Equipment</u></b>					
Yamaha Receiver	RX-V365	TO696490Q	Parks & Recreation	\$0	
Panasonic TV	TH - 42PH11UK	MG90620379	Parks & Recreation	\$0	
Sony VHS/ DVD Player	SLV-D360P	756062	Parks & Recreation	\$0	
Clinton Electronics Cricket DVR		CRK6301704	Parks & Recreation	\$0	
Motorola Radio	CP -110	158TOG9849	Parks & Recreation	\$0	
Motorola Radio	CP-110	158TOG9850	Parks & Recreation	\$0	
Motorola Radio	CP-110	158TOG9791	Parks & Recreation	\$0	
Motorola Radio	RDU-2020	158TKC4724	Parks & Recreation	\$0	
Motorola Radio	RDU-2020	158TL13897	Parks & Recreation	\$0	
Motorola Radio	RDU-2020	158TJOX027	Parks & Recreation	\$0	
Motorola Radio	RDU-2020	158TJ13865	Parks & Recreation	\$0	
Motorola Radio	RDU-2020	158TPA5245	Parks & Recreation	\$0	
Motorola Radio	RDU-2020	158TPA5232	Parks & Recreation	\$0	
Motorola Radio	RDU-2020	158TL13920	Parks & Recreation	\$0	
Advance Aqua Plus Carpet cleaner	AX 651 multi EDS	ENG 1714	Parks & Recreation	\$0	
Kaivac Cleaning Machine		1750 -318	Parks & Recreation	\$0	
Oreck HL vacuum	SV 280	PO4D77895	Parks & Recreation	\$0	
550 sq.ft. of 12x12 Vinyl floor tile			Parks & Recreation	\$0	
65 sq. yards of 24x24 blue/tan carpet tile			Parks & Recreation	\$0	
2 rolls off red wall base totaling 240 feet			Parks & Recreation	\$0	
50 - (4) foot sections totalling 200 feet of tan wall base			Parks & Recreation	\$0	
40 6 foot plastic tables			Parks & Recreation	\$0	
3 red office chairs			Parks & Recreation	\$0	
4 red office chairs			Parks & Recreation	\$0	
8 red office side guest chairs			Parks & Recreation	\$0	
Keerator			Parks & Recreation	\$0	
<b><u>Computer Equipment</u></b>					

Apple Monitor	A1311	CO2HC27CDHJH	Parks & Recreation	\$0	
Apple Monitor	A1038	N5411093NAF	Parks & Recreation	\$0	
Dell Monitor		CN-OKKJMT-74261-18Q-OJGL	Parks & Recreation	\$0	
Apple	A1047		Parks & Recreation	\$0	
Dell Laptop	M6300	2007DJ2752	Parks & Recreation	\$0	
Dell Vostro Laptop	1720	12613498309	Parks & Recreation	\$0	
Desktop computer tower	D03S - Model #		Parks & Recreation	\$0	
Desktop computer tower	00180-831-702-508		Parks & Recreation	\$0	
Desktop computer tower	D11S - Model #		Parks & Recreation	\$0	
Dell computer tower	Optiplex 780	26587	Parks & Recreation	\$0	

<b>City of Mission</b>	Item Number:	4.
<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 UCS Human Service Fund Allocation

**RECOMMENDATION:** Approve the proposed 2020 UCS Human Service Fund allocation.

**DETAILS:** United Community Services of Johnson County (UCS) is an independent, non-profit corporation charged with coordinating and supporting various initiatives and programs that provide for the human service needs of Johnson County residents. One of these programs is the Human Service Fund, which provides a cost-efficient and accountable mechanism for local governments in Johnson County to support a number of services that help residents facing difficult circumstances.

The Human Service Fund awards competitive grants to non-profit agencies to assist with the operation of human service safety net programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Components of the safety net programs that are supported by the Human Service Fund include; 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety. Some of these agencies work closely with the Mission police department in supporting those residents that the department may serve.

Last year the Human Service Fund allocated \$339,801 to 14 separate agencies in Johnson County, representing a commitment of 16 participating cities and the County. The City of Mission's contribution was \$7,600.

This year, the UCS Board is recommending a total allocation of \$371,776. This is an increase of \$31,975 or 9%. The City of Mission's contribution would be \$8,300. This amount has been included in the adopted 2020 budget.

The 2020 recommendations of the UCS Board for the Human Service Fund are detailed in the attached report. Approval by the Council would simply affirm the recommended agencies and amounts to be received by each. The City of Mission's contribution would be distributed proportionately among all the programs/agencies identified, unless directed otherwise by the Council.

**CFAA CONSIDERATIONS/IMPACTS:** Participation in the Human Services Fund supports the Community for All Ages initiatives by providing resources to those in our community that may be in need, whether younger or older residents.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-09-208-08
Available Budget:	\$8,300



# United Community Services of Johnson County

## 2020 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

### Board Members

Kate Allen, President

Patricia A. All, EdD

Brian S. Brown

Jennifer Bruning

Tara S. Eberline

Robin Harrold

Thomas Herzog

Rev. Lee Jost

Roxann Kerr Lindsey

Donna Lauffer

Justin Nichols

Hon. Donald Roberts

Sandra Sanchez

Maury L. Thompson

Kevin Tubbesing

Rebecca Yochem

### Council of Advisors

Gary Anderson

Mary Birch

Dick Bond

Pat Colloton

David Cook, PhD

Hon. Peggy Dunn

Hon. Ed Eilert

Jeffrey O. Ellis

SuEllen Fried

Ellen Hanson

Terrie Huntington

Audrey Langworthy

Penny Postoak Ferguson

Jill Quigley

Tom Robinett

Clint Robinson

Carol Sader

Joseph Sopcich, PhD

Brad Stratton

Charlie Sunderland

Stephen Tatum

David Warm

### Executive Director

Julie K. Brewer

Human service programs are vital to addressing the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the **Human Service Fund** in 2020.

Together, Johnson County Government and 15 cities have budgeted \$394,776 for the Human Service Fund in 2020. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 15 programs recommended for 2020 Human Service Fund grants.

The Human Service Fund (HSF) offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for all funding priorities.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community. Funding recommendations represent the maximum HSF award for the calendar year, and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, in 2018 programs receiving Human Service Fund grants served approximately 63,200 Johnson County residents in-need. But these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

**Jurisdictions are asked to accept the funding recommendations by  
December 27, 2019.**

2020 Human Service Fund Applicant History and Recommendations

Applicant	2018 Grant	2019 Grant	2020 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$40,000	\$43,500	\$48,000	Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement.
Catholic Charities of NE Kansas	\$70,000	\$70,000	\$70,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Community Center of Shawnee, Inc.	No request	\$5,000	No request	Food pantry transportation; distribution of free food.
Cultivate Kansas City	No request	No request	\$0	Nutrition Incentives Program: Matching funds for SNAP participants and for seniors in KS Senior Market Nutrition Program.
El Centro	\$20,000	\$22,736	\$22,800	Safety net services for low-income, under/uninsured individuals and families: economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	No request	No request	\$5,000	Family Advocacy Program: Peer-to-peer support connecting foster and adoptive families with advocates to navigate and resolve issues related to interaction with child welfare system.
Goodwill of Western Missouri and Eastern Kansas	No request	No request	\$15,696	Training and Employment Services: Partner with Cultivate, Inc. to provide skills training, certification instruction, financial education & job placement for clients in Adult Residential Center and Therapeutic Community, and adults on probation upon release from the ARC.
Growing Futures Early Education Center	\$9,265	\$9,265	\$9,000	Scholarships for child care fees for enrolled low-income families during financial hardship; allows parents to maintain full-time education/employment. Crisis assistance for enrolled families who need help with housing costs.
Harvesters	\$12,000	\$15,000	\$15,000	BackSnack and Kids Café program provides a backpack of food for low-income school children to take home over the weekend, and meals in afterschool locations and summer sites.
Health Partnership Clinic	\$42,000	\$42,000	\$45,000	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Ministries of MidAmerica	\$6,000	\$9,500	\$10,000	Transitional housing for homeless youth, single adults and families; case management, budget counseling, and supportive services.
Jo. Co. Interfaith Hospitality Network	\$9,000	\$9,000	\$9,000	Case management for single females and families with children who are homeless. Clients receive shelter, meals, and transportation.
Jewish Family Services	\$5,000	No request	No request	Food, Shelter and Employment
Kansas Children's Service League	\$19,800	\$19,800	\$20,280	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC	\$17,500	\$17,500	\$18,500	Thriving Families: Crisis counseling, parent education, help for families navigating health care, housing, and community resources.
SAFEHOME	\$19,865	\$21,000	\$21,000	Economic Empowerment Program promotes economic self-reliance for victims of domestic violence who are living in shelter/
Salvation Army Family Lodge (Olathe)	\$18,000	\$18,000	\$20,000	Temporary and transitional housing for families in Johnson County who are homeless, including related services and case management.
Sunflower House	\$37,500	\$37,500	\$42,500	Personal safety and prevention programs for children and youth. Prevention and education programs for child care professionals and caregivers, including mandated reporters.
The Family Conservancy	\$10,000	No request	No request	Implementation of "Talk, Read, Play"
<b>Total</b>	<b>\$335,930</b>	<b>\$339,801</b>	<b>\$371,776</b>	The 2019 federal poverty level for a family of three is \$21,330.



## 2020 Human Service Fund Recommendations

### CASA of Johnson and Wyandotte Counties

\$48,000  
Recommendation

Funding is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a “Child in Need of Care” due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases, the judge is determining if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child’s situation (safety, mental health and education needs, etc.). The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child’s statements, behavior, and interaction with parents. Court reports support the judge’s critical decisions about where the child should live and what services should be court-ordered.

**2020 Results Projected:** Children are safe from additional abuse or neglect. Children have a stable adult presence in their lives, and when eligible will complete high school or earn a GED. CASA anticipates serving 440 Johnson County children during 2020.

**Outcomes achieved during 2018:** During 2018, 384 children were served. The presence of a stable adult is a key factor in building resilience from a history of trauma. Ninety-seven percent of children served by CASA had a stable adult presence in their CASA volunteer during their court involvement. While assigned to a CASA advocate, all of the children served did not have an additional affirmed or substantiated report of abuse to Kansas Department for Children and Families (DCF). Of the CASA-served youth eligible for graduation, 87% graduated.

### Catholic Charities of Northeast Kansas

\$70,000  
Recommendation

Funding is recommended for the Emergency Assistance and Supportive Housing program which operates within two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents’ basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, child care, and transportation. The case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

**2020 Results Projected:** During 2020, the agency anticipates serving 25,000 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will engage in budget coaching and a financial review with their case manager. Eighty percent of clients will attend financial literacy education classes and receive one-on-one coaching according to assessed need and capability.

**Outcomes achieved during 2018:** During 2018, 27,568 Johnson County residents were served and visits to Catholic Charities for food assistance totaled 46,355. This included assistance with applications for SNAP (Supplemental Nutrition Assistance Program) and food from the agency's pantry. Direct financial assistance enabled 1,068 individuals to maintain safe housing for at least 30 days. 2,439 individuals benefited from utility service assistance which enabled them to sustain utility services for 30 days. All individuals who received direct financial assistance completed a financial assessment with their case manager. Eighty percent of individuals who received financial assistance also attended financial literacy education which included Money Smart, Your Money-Your Goals, and one-on-one budget coaching.

**El Centro, Inc.**  
\$22,800  
Recommendation

Funding is recommended for the Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under-/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and personal safety. Services include economic empowerment (emergency assistance, financial literacy classes, assistance filing taxes), access to healthcare (health navigation and promotion) and policy education.

**2020 Results Projected:** During 2020, El Centro expects to serve 2,500 Johnson County residents at the Olathe office. Results include meeting clients' basic needs (sustain housing and utility services, completion of financial classes), assisting clients with work and income supports (filing taxes, obtaining an Individual Tax Identification Number if needed) and clients leading healthier lives (successful access of community healthcare resources and increased knowledge of chronic disease prevention and healthy consumer behaviors).

**Outcomes achieved during 2018:** During 2018, 1,630 Johnson County residents were served. Clients' basic needs were met: 233 households received utility assistance and were able to maintain utilities for minimum of 30 days, and 52 households received rent assistance which enabled them to sustain housing for minimum of 30 days. Seventy people were assisted with the process that enabled them to receive an Individual Tax Identification Number and thus file income taxes. Nearly 120 individuals were assisted with applying for the Supplemental Nutrition Assistance Program (SNAP) and received benefits.

**FosterAdopt Connect**  
\$5,000  
Recommendation

A new HSF applicant, funding is recommended for FosterAdopt Connect's Family Advocacy Program. Through this program peer-to-peer support connects foster and adoptive families with trained advocates (experienced foster parents) who help families navigate and resolve issues related to interaction with the child welfare system. Examples of challenges include delays in reimbursement, problems accessing school-based services, as well as mental health services. The program forms the foundation of the agency which offers multiple programs/services in the Kansas City area. Founded in 1998, the agency operates five resources centers, including one in Lenexa which recently expanded capacity.

**2020 Results Projected:** During 2020, the agency expects to serve 328 Johnson County residents through this program. Results anticipated include an increase in retention rate of foster and adoptive families, and kinship placements (parents develop and maintain an action plan), increase access to resources and knowledge for families (needs resolved), and a decrease in traumatic moves for children (placements are preserved).

**Goodwill of  
Western MO and  
Eastern KS**

\$15,696  
Recommendation

This program will be impacted if funds noted as pending are not received in total.

A new HSF applicant, funding is recommended for Goodwill's enhanced Training and Employment program. This program will collaborate with Cultivate, Inc. to provide skills training, certification instruction, financial education, and job placement for individuals in Johnson County Department of Corrections Adult Residential Center (ARC) and Therapeutic Community, as well as adults on probation upon release from the ARC. Founded in 2012, Cultivate, Inc. has two programs that currently work with clients from the ARC. Founded in 1894, Goodwill currently provides the following services in Johnson County: Vocational Rehabilitation, Ticket to Work, Benefits Counseling, and Digital Skills (training and certification). Through the Training and Employment program, new training and case management resources will be provided to clients (most of whom return to Johnson County upon completion of sentence/probation period).

**2020 Results Projected:** During 2020, Goodwill expects to serve 75 Johnson County residents through this program. Clients will increase their knowledge of essential skills in the workplace and digital skills needed in the workplace. There will be an increase in the number of persons with in-demand workforce credentials, and a reduction in recidivism.

**Growing Futures  
Early Education  
Center**

\$9,000  
Recommendation

Funding is recommended for Growing Futures' Scholarship Assistance for Full Day Program. Most of the families served by Growing Futures are living at or below federal poverty guidelines. Through the Human Service Fund grant, scholarships (child care assistance) help low-income families experiencing financial hardships who are unable to pay their share of child care fees. Families who meet Head Start income guidelines pay for seven hours of the 10.5 hour-day (7am-5:30pm) at rate of \$130/week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Emergency assistance is provided to families in need of short-term help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time), and food.

**2020 Results Projected:** Children demonstrate kindergarten readiness and maintain enrollment in the program even though families face financial hardship. Families attain at least one family goal based upon family determined strengths and needs. During 2020, Growing Futures projects serving 25 Johnson County children with scholarships.

**Outcomes achieved during 2018:** During 2018, 15 Johnson County residents were served and six families received short term help or fee subsidies which allowed parents to remain working or in school while facing financial challenges. Most of the families received short term help. One family experienced a catastrophic health event (father was diagnosed with brain cancer and was unable to continuing working) and scholarship support enabled their three children to continue in preschool while the mother remained in college to complete her degree. During 2018, one child withdrew due to financial issues.

**Harvesters**

\$15,000  
Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools, and Kids Café which is provided in after-school locations and summer sites in Johnson County. Through the BackSnack program a backpack filled with food is provided to low-income children who take it home for the weekend. Harvesters' purchases food for the backpacks and links schools to a community partner and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify

children in greatest need of food assistance. Harvesters delivers meals directly to Kids Café sites and provides meals there at no cost to children and youth. Free and reduced lunch school statistics help determine location of Kids Café sites. During the 2020 school year there will be 21 Kids Café sites in Johnson County, and Harvesters will continue to encourage families to transition to the new School Pantry program. The School Pantry program provides BackSnack families the option of receiving food from a School Pantry instead of a weekly BackSnack (in order to feed everyone in the household, not just the student).

**2020 Results Projected:** In 2020, through the BackSnack program, the agency anticipates serving 1,800 Johnson County children and distributing 55,100 backpacks; and, providing 21,000 meals to children through Kids Café sites. Results include positive effects on children’s grades, behavior and health. (The transition of children and families to the new School Pantry program will result in fewer backpacks distributed; children cannot be served by both BackSnack and School Pantry programs. During school-year 2019, weather related school closures resulted in fewer meals being served at Kids Café sites; therefore, results projected for 2020 are more conservative.)

**Outcomes achieved during 2018:** Harvesters provided 64,431 backpack carriers of food and 33,884 Kids Café meals to Johnson County children. During spring of 2018, Harvesters implemented an expansion of its BackSnack program to offer a blended BackSnack and School Pantry model where food is delivered to schools for distribution to families that need help feeding everyone in their household (not just the student). During 2018, Harvesters provided the blended model at 11 Johnson County schools, and there were 20 Kids Café sites in Johnson County. Harvester’s is not able to provide an unduplicated count of children served between the two programs (BackSnack and KidsCafe’) but provided an unduplicated count of recipients specific to each program. Together, a minimum of 4,337 unduplicated children were served between the two programs.

**Health Partnership Clinic (HPC)**

\$45,000

Recommendation

Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic’s office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. HPC’s patients are primarily low income with majority being uninsured (47.4%) or publicly-insured (39.1%). Health Partnership Clinic, Johnson County’s largest safety-net clinic and only Federally Qualified Health Center, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services, and works in partnership with homeless shelters, delivering onsite health care services and case management. Specialty care is provided through a network of providers.

**2020 Results Projected:** Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes and are satisfied with services they receive, thereby continuing to utilize HPC as their health home. During 2020, HPC anticipates serving 12,255 Johnson County residents through 36,137 patient office visits or encounters.

**Outcomes achieved during 2018:** During 2018, 10,262 Johnson County residents were served through 35,275 patient office visits and/or clinical encounters. Nearly 93% of

patients surveyed indicated they were either satisfied or very satisfied with overall care they received as a patient (3.5% were neutral). Patients achieved positive health outcomes as indicated by 59% of hypertensive patients who had their blood pressure under control with readings below 140/90, and 66% of diabetic patients who achieved HgA1c (blood glucose) level of 9.0 or below during the last half of the year (compared to 59% before the clinic opened).

**Hillcrest  
Ministries of  
MidAmerica**

\$10,000  
Recommendation

Funding is recommended for Hillcrest’s Transitional Housing – Homeless Youth and Families program. Transitional housing for homeless youth (up to age 24), families (children and adults), and single adults will be provided in seven apartments located in Overland Park. Four apartments are for youth, and three are for families, singles and couples. Hillcrest uses either the HUD or McKinney-Vento education definition of homeless. The majority of clients are at or below federal poverty guidelines. The youth program provides up to 24 months of housing and services, including individual case management and budget counseling, and connection to community services to address immediate and ongoing needs as applicable, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring. Adults and families receive similar services, however, for a shorter period of time (three months).

**2020 Results projected:** Thirty homeless children/youth and adults will be provided transitional housing and achieve at least one goal from their assessment plan. Homeless youth will work toward achieving an education goal; homeless adults will maintain or improve their employment.

**Outcomes achieved during 2018:** During 2018, 35 Johnson County residents were served. One-hundred percent of youth and families received an individual assessment of needs including health, employment, education and housing. Four homeless youth worked toward achieving education goals (their work toward those goals continues), and 10 adults improved and maintained employment.

**Johnson County  
Interfaith  
Hospitality  
Network  
(JoCoIHN)**

\$9,000  
Recommendation

JoCoIHN provides shelter, meals, transportation and case management for homeless families and single unaccompanied females. Area congregations provide shelter and meals on a rotating schedule while JoCoIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting, money management, and job and housing searches. Services are provided by 3,500 volunteers through partnerships with 40 faith congregations.

**2020 Results Projected:** During 2020, the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50 percent will move into homes of their own within four months of entering the network. Volunteers will increase their awareness of human service needs in Johnson County.

**Outcomes achieved during 2018:** During 2018, 60 Johnson County residents were served. Of those completing the program, 70% reported increasing their income by 25% or more while in the program, and 38% moved into homes of their own within three months of

entering the network. Residents received 3,264 cumulative days of shelter and strength-based case management.

**Kansas Children's Service League (KCSL)**

\$20,280  
Recommendation

Funding is recommended for Healthy Families Johnson County, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are "at-risk" for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services. Parent engagement includes Parent Cafés, parent support groups, and a parent advisory group. Funding is also recommended for the \$480 annual cost of webhosting the Johnson County Early Learning Collaborative, a collaborative of organizations (including KCSL) which serve young children. The website is used to connect caregivers and providers with programs that serve children, and as link to My Resource Connection when other services are needed.

**2020 Results Projected:** During 2020, 250 Johnson County individuals are expected to be served. Anticipated results are that families do not have any substantiated child abuse and neglect; and, children have health insurance and are current on immunizations, and have a developmental screen in the last six months (or are already receiving services for developmental delays).

**Outcomes achieved during 2018:** During 2018, 164 Johnson County residents were served. All of the families served remained free from substantiated abuse and neglect while in the program. By the end of the year, 87% of children in the program had health insurance and 97% had a developmental screening.

**KidsTLC**

\$18,500  
Recommendation

Funding is recommended for KidsTLC Thriving Families program which offers resource referral, parent support groups, and health care navigation to families who struggle with behavioral and mental health issues with their children. The program serves families in the community and families who have children in one of KidsTLC's programs. Eligibility is not based upon income, however, most of the families are low-income (58% of KidsTLC's clients are living below 200% of the Federal Poverty Level). The program serves as the navigation arm for the agency, helping families find mental health/health care, housing and community resources/support. It also provides education and support to Spanish-speaking families. The program is a health navigation resource for schools and participates in Olathe and Shawnee Mission School Districts' IMPACT Olathe and Project Home programs which serve youth and families who are at-risk for homelessness. The goal of Thriving Families is to educate families about health issues, trauma, and raising healthy children; and, to provide health navigation resources so parents can raise healthy children.

**2020 Results Projected:** During 2020, the organization estimates serving 300 Johnson County residents through this program. Program results include that people's life sustaining basic needs are met, clients experience increased access to services, barriers to services are reduced, and clients express increased awareness of resources.

**Outcomes achieved during 2018:** Through crisis intervention, housing support, and health navigation, the Thriving Families program served 206 individuals, including 12 unaccompanied youth and 53 families. KidsTLC helped permanently house 10 youth and 30

families which included providing rent/utility assistance, as well as referral to shelter and transitional living. KidsTLC referred 53 clients to rental/utility assistance, shelter, food/clothing, postnatal, legal services, employment services, and mental health services. In addition, at least 15 adults were referred to KidsTLC's mental health programming to receive services for their child. Program staff made 63 face-to-face contacts and handled 140 crisis intervention services/crisis calls.

### **Safehome**

\$21,000  
Recommendation

Safehome provides shelter and other assistance to survivors of domestic violence. Funding is recommended to support Safehome's Economic Empowerment Program. Through education, support, and referrals, this program helps clients become employed and self-sufficient. All shelter clients take an assessment and are recommended to one of three tracks: budget, job seeker or job training. Basic and advanced financial literacy classes are offered in English and Spanish. Specialized workshops are tailored to clients' needs. Funds are provided for clients to attend GED and ESL classes off-site.

**2020 Results Projected:** Program participants complete a budget and career assessment inventory, enroll in job training or education programs, and/or have job interviews and secure employment. The agency projects this program will serve 150 Johnson County residents during 2020. (Fewer residents are projected to be served in 2020 than in 2018 because Safehome has prioritized serving solely clients who live in their shelter, whereas in 2018 clients living in the community were also served by this program.)

**Outcomes achieved during 2018:** During 2018, 190 Johnson County residents were served. After five weeks of participation in the Job Search track, all participants completed a career assessment inventory, and after 10 weeks, 86% had a least two job interviews, and 100% secured a new or better job. After five weeks in the Budgeting track, all participants set budgeting goals, and 15% made plans to address credit problems; after 10 weeks, 80% of participants set up a realistic household budget.

### **Salvation Army Olathe**

\$20,000  
Recommendation

Funding is recommended to assist low and very-low income homeless families in Johnson County with food and shelter at the Johnson County Family Lodge in Olathe. In most cases, the Lodge provides up to 90 days of shelter (temporary housing – maximum stay of 180 days). Residents meet weekly with a case manager who utilizes the strengths-based case management model. Classes and/or skill building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

**2020 Results Projected:** In addition to providing safe shelter, results include families increasing their skills or income, applying for mainstream services (SNAP, TANF, Medicaid, etc.) and moving into transitional or permanent housing. Another result is children begin or continue to receive daycare services. The Family Lodge anticipates serving 150 Johnson County residents during 2020.

**Outcomes achieved during 2018:** The Family Lodge provided 32,926 units of service which it defines as "one bed night and/or one meal provided" to 135 Johnson County residents. Ninety-three percent of families who moved out of the lodge moved into transitional or permanent housing. All eligible families applied for mainstream services (medical assistance and SNAP) or completed renewal applications. Ninety-seven percent of

participants who successfully completed the program increased their skills or income (37 of 38). Of those, 23 families increased parenting skills, 37 families developed a working budget, four families began secondary educational programming and one parent completed her LPN (Licensed Practical Nurse) training.

**Sunflower House** Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) *Happy Bear*, an interactive drama in Spanish and English for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe*, a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety*, provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) *Stewards of Children*, a child sexual abuse prevention and education training for adults; 6) *Mandated Reporter Training* which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child's disclosure; and, 7) *Child Protection Project*, a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.

\$42,500  
Recommendation

**2020 Results Projected:** Age-appropriate person safety/abuse education will be provided to children; adults will be educated on child abuse indicators and reporting abuse; youth and adults will increase their knowledge of online crimes against children, including online safety steps and proper reporting. The agency anticipates reaching 19,000 Johnson County residents during 2020.

**Outcomes achieved during 2018:** During 2018, 17,470 Johnson County residents were served. In post-program surveys, 97% of children indicated they would report unwanted contact, including physical touches and electronic communications. All adults, including those within the special needs community, who were educated on child abuse indicators and reporting abuse, indicated they gained new information.

### **Not Recommended for Funding**

#### **Cultivate Kansas City – Nutrition Incentives Program**

Cultivate Kansas City, a new HSF applicant, requested \$10,000 for its Nutrition Incentives Program which helps low-income households access healthy fruits and vegetables. The program provides dollar-for-dollar match to Supplemental Nutrition Assistance Program (SNAP) participants and a \$30 match to low-income seniors receiving the Kansas Senior Farmers Market Nutrition Program. The program helps participants save money and eat healthier while supporting farmers and farmers markets.

United Community Services Human Service Fund Grant Review Committee did not recommend funding from the 2020 HSF for Cultivate Kansas City. UCS acknowledges the value of this program to residents and farmers. However, with limited funding, the grant review committee focused on recommending allocations for programs that are more actively engaged in residents' lives and have stronger alignment with funding priorities.



## APPENDIX A

### 2020 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	\$141,775
De Soto	\$2,380*
Edgerton	\$2,000
Gardner	\$6,000
Leawood	\$16,500
Lenexa	\$20,350
Merriam	\$8,300
Mission	\$8,300
Olathe	\$60,000
Overland Park	\$86,200
Prairie Village	\$8,300
Roeland Park	\$4,771
Shawnee	\$26,200
Spring Hill	\$2,000
Westwood	\$1,500
Westwood Hills	\$200
<b>Total from County Government &amp; Cities</b>	<b>\$394,776</b>
Interest	\$3,000
Subtotal	\$397,776
UCS Administration	\$26,000
<b>Total Available to Allocate</b>	<b>\$371,776</b>

*\*pending*

### 2020 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

#### UCS Board Members

- Tara S. Eberline *Committee Chair*, Foulston Siefkin, LLP
- Robin Harrold, AdventHealth
- Kevin Tubbesing, The Land Source

#### UCS Council of Advisors

- Hon. Stephen Tatum, 10th Judicial District Court

#### Community Members

- Janet Barrow, WaterOne
- Nicolette Loutsch, Kiewit Engineering, Inc.

Staff support: Marya Schott, UCS Director of Resource Allocation

## APPENDIX B

### 2020 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating health and human service programs that promote self-sufficiency, well-being and/or personal safety of Johnson County residents who live with income at or near the federal poverty level. Funded programs provide pathways and opportunities for building a healthy community where every resident is empowered to reach their full potential. Components of the safety net investment that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

#### FUNDING PRIORITIES 2020

Health and human service programs funded by the HSF must promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health, wellness and personal safety. Funded programs must offer county-wide services or fill a gap which results in county-wide benefit and offer equal access to all clients and prospective clients who could benefit from the program.

Programs funded by the HSF must deliver measurable outcomes which benefit county residents, and in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

Priority is given to programs that:

- address child care and early childhood development, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care.
- serve individuals and/or families with income below or near the federal poverty level.
- demonstrate innovation and/or collaboration in program delivery.
- are consistent with an evidence-based program, best practices or promising practices, or replicate a successful model.

#### ELIGIBILITY

- Applicants must deliver direct services to Johnson County residents, be recognized by the IRS under section §501(c)(3), provide health and human services programming as their primary mission, and be in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Agency must provide most recent IRS form 990 and an independent certified audit of the previous year's financial records; or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information.
- The applicant complies with Agency Standards.
- Applicant affirms compliance with any applicable nondiscrimination ordinances and/or policies of the municipalities that provide resources to the Human Service Fund.
- Funded program must:
  - promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.

- primarily serve Johnson County, Kansas residents who live with income at or near federal poverty level. However, programs that do not meet this criterion may still be eligible if the program addresses child/adult abuse, and/or leads to the prevention of poverty, and primarily serves Johnson County residents.
- clearly define and measure outcomes for participants.
- benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
- offer county-wide services or fill a gap which results in county-wide benefit.
- offer equal access to all clients and prospective clients who could benefit from the program.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (ATF, managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle. Criteria of discrete programs include, but are not limited to, programs for which expenses are recorded separately for purposes of functional accounting, programs that, if serving a population targeted by another program, serve a distinct need of that population, and/or employ distinct strategies and projected outcomes.
- Applications for substance abuse programs are not accepted and should be directed to the ATF.

<b>City of Mission</b>	Item Number:	5.
<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

**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 \$129,324; 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, or an 11% 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. Secondly, we had a 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 premium by \$3,780. This will result in a total premium of \$129,324, or an 8% 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).

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

<b>City of Mission</b>	Item Number:	5.
<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.

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

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 \$3,238.

#### 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
Excess Liability	\$ 7,077	\$ 7,537	\$ 3,416*	\$ 4,128*
Cyber Liability	Not Requested	\$ 3,143	\$ 3,238	\$ 3,150
Total Premium	\$ 113,948	\$ 128,329	\$ 123,106	\$ 132,474

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 (including \$3 million umbrella coverage); and maintain its cyber liability insurance with Axis for \$3,150 - a total of \$132,474 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



# BUSINESS INSURANCE PROPOSAL



*Presented to:*



**City of Mission**

6090 Woodson Rd  
Mission KS 66202



CBIZ Insurance  
Services, Inc.

## CBIZ PUBLIC ENTITY TEAM

INDIVIDUAL / TITLE	FUNCTIONAL POSITION
<b>TEAM LEADER</b> Tom McGuire Direct Line: 816-945-5293 Fax: 816-897-1127 Cell: 913-307-6048 E-mail: <a href="mailto:tmcguire@cbiz.com">tmcguire@cbiz.com</a>	Your account representative responsible for overall delivery of excellent service.
<b>ACCOUNT EXECUTIVE</b> Erik Hage, CPCU, ARM Direct Line: 816-841-4005 E-mail: <a href="mailto:ehage@cbiz.com">ehage@cbiz.com</a>	Your primary contact and the senior person responsible for coordinating and implementing the activities of the various specialists who will provide for your service needs. This includes the coordination of technical services, program services, claims management and claim reviews.
<b>ACCOUNT MANAGER</b> Nate Byarlay, ARM Direct Line: 816-945-5514 E-mail: <a href="mailto:nbyarlay@cbiz.com">nbyarlay@cbiz.com</a>	Responsible for day-to-day service activities, correspondence, account file maintenance, certificates, invoicing, financial accounting, etc
<b>CBIZ CLAIMS DEPARTMENT</b> Leslie Plumberg Direct Line 816-945-5451 E-Mail: <a href="mailto:leslie.plumberg@cbiz.com">leslie.plumberg@cbiz.com</a>	Responsible for the reporting of claims to carriers. Involved in initial submission of claims and follow-up with insurance company claims personnel.
<b>LOSS CONTROL - Property</b> Mark Leetch Direct Line 816-945-5235 E-mail: <a href="mailto:mleetch@cbiz.com">mleetch@cbiz.com</a>	Coordinates carrier and in house loss control services.
<b>COMPLEX CLAIMS AND VALUATIONS</b> Michael LoGiudice Direct Line 312-602-6682 Cell 563-650-6469 E-mail: <a href="mailto:mlogiudice@cbiz.com">mlogiudice@cbiz.com</a>	Client advocate specializing in insurance claim assistance, construction disputes and valuation.

This is a summary of your insurance coverages. It is designed for your convenience. It does not alter or extend coverage in any way. Please consult your insurance contract for specific policy terms, conditions, or exclusions.



## PREMIUM SUMMARY

Coverage	2017/2018 Premium**	2018/2019 Premium**	2019/2020 Premium**	2020/2021 Option A	2020/2021 Option B
Property	\$47,805	\$51,146	\$45,477	\$45,477	\$41,677
Crime	Incl. in Property	Incl. in Property	\$1,453	\$1,453	\$1,453
Inland Marine	\$3,820	\$4,094	\$3,235	\$2,794	\$2,794
General / Professional Liability	\$37,570	\$32,799	\$46,233	\$55,449	\$55,449
Automobile	\$33,609	\$31,738	\$17,832	\$21,689	\$21,689
Umbrella	\$7,077	\$7,537	\$3,416	\$4,128	\$4,128
<b>Package Total</b>	<b>\$129,881</b>	<b>\$127,314</b>	<b>\$119,780</b>	<b>\$133,124</b>	<b>\$129,324</b>
Cyber Liability	Not Purchased	\$2,824	\$3,238	\$3,150	\$3,150
<b>Total</b>	<b>\$129,881</b>	<b>\$130,138</b>	<b>\$123,018</b>	<b>\$136,274</b>	<b>\$132,474</b>

\*Estimated \*\*Annualized

### Coverage Option:

- Option A = as expiring
- Option B = \$10K Property deductible
- Property
  - Increase deductible to \$10,000 - \$3,800 in premium savings

### Notes:

- Expenditures increased \$4M from expiring term affecting GL rating





# PROPERTY

Company: Travelers Property Casualty Company of America  
 A.M. Best Rating: A++; XV

Policy Period: January 01, 2020 – January 01, 2021

**Location:**

Coverage	2019/2020 Limits	2020/2021 Limits	Deductible
Blanket Building & Business Personal Property	\$30,354,432	\$30,354,432	\$5,000
Business Income & Extra Expense	\$1,275,000	\$1,275,000	72 Hours
Earthquake	\$5,000,000	\$5,000,000	\$25,000
Flood (Zones A & V Excluded)	\$5,000,000	\$5,000,000	\$50,000

**Valuation:**

Subject of Insurance	Valuation	Coinsurance
Building	Replacement Cost	N/A
Business Personal Property	Replacement Cost	N/A

**Perils Insured:**

- Direct Physical Loss subject to policy exclusions
- Causes Of Loss – Special Form
- Equipment Breakdown Included

**Policy Extensions:**

- Personal Property at Undescribed Premises
  - At any “exhibition premises” \$50,000
  - At any installation premises or temporary storage premises \$50,000
  - At any other not owned, leased or regularly operated premises \$50,000

**Equipment Breakdown:**

- Spoilage \$250,000
- Ammonia Contamination \$250,000
- Hazardous Substance \$250,000



## PROPERTY, CONTINUED

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### Particular Coverage:

- Personal Property in Transit \$50,000
- Accounts Receivable
  - At all described premises \$100,000
  - In transit or at all undescribed premises \$100,000
- Appurtenant Buildings and Structures \$100,000
- Claim Data Expense \$25,000
- Covered Leasehold Interest – Undamaged Improvements & Betterments \$100,000
- Debris Removal \$250,000
- Deferred Payments \$25,000
- Electronic Data Processing Data and Media \$50,000
- Employee Tools
  - In any one occurrence \$25,000
  - Any one item \$2,500
- Expediting Expenses \$25,000
- Extra Expense \$25,000
- Fine Arts
  - At all described premises \$50,000
  - In transit \$25,000
- Green Building Alternatives – Increased Costs
  - Percentage 1%
  - Maximum amount – each building \$100,000
- Limited Coverage for Fungus, Wet Rot or Dry Rot \$25,000
- Newly Constructed or Acquired Property
  - Each Building \$2,000,000
  - Personal Property at Each Premises \$1,000,000
- Non-owned Detached Trailers \$25,000
- Ordinance or Law Coverage \$250,000
- Outdoor Property \$50,000
  - Any one tree, shrub or plant \$2,500
- Outside Signs
  - At all described premises \$100,000
  - At all undescribed premises \$5,000
- Pollutant Cleanup and Removal – Annual Aggregate \$100,000
- Preservation of Property
  - Expenses to move and temporarily store property \$250,000
  - Direct loss or damage to moved property included
- Valuable Papers and Records
  - At all described premises \$100,000
  - In transit or at all undescribed premises \$100,000



## INLAND MARINE

Company: Travelers Property Casualty Company of America  
 A.M. Best Rating: A++; XV

Policy Period: January 01, 2020 – January 01, 2021

Coverage	Limit	Deductible
Scheduled Contractors Equipment	\$630,763	\$1,000
Unscheduled Contractors Equipment	\$100,000	\$1,000
Leased, Rented or Borrowed	\$100,000	\$1,000
Rental Cost	\$5,000 per item	\$1,000
Loss to Any One Replacement Item	\$100,000 per item	\$1,000
Scheduled Property	\$158,744	\$1,000

**Valuation:**

Subject of Insurance	Valuation	Coinsurance
Equipment	Actual Cash Value	N/A

**Perils Insured:**

- Direct Physical Loss subject to policy exclusions



## CRIME

Company: Travelers Property Casualty Company of America  
 A.M. Best Rating: A++; XV

Policy Period: January 01, 2020 – January 01, 2021

Coverage Form: Discovery

Coverage	2019/2020 Limits	2020/2021 Limits	Deductible
Employee Theft	\$500,000	\$500,000	\$2,500
Forgery & Alteration	\$100,000	\$100,000	\$2,500
Computer Fraud	\$100,000	\$100,000	\$2,500
Money Orders & Counterfeit Currency	Not Covered	Not Covered	N/A
Funds Transfer Fraud	\$100,000	\$100,000	\$2,500

**Policy Extensions:**

- Faithful Performance of Duty Coverage for Government Employees

**Standard Exclusions:**

- Acts Committed by Insured, Prior Knowledge, Disclosure of Confidential Information, Data Security Breach, Indirect Loss, Bonded Employees, Accounting or Arithmetical Errors, Transfer or Surrender of Property, Concealment, Misrepresentation, or Fraud



## GENERAL LIABILITY

Company: The Travelers Indemnity Company  
 A.M. Best Rating: A++; XV

Policy Period: January 01, 2020 – January 01, 2021

Coverage Form: Occurrence

### Limits of Liability:

Coverage	Limits
General Aggregate (other than Products/Completed Operations)	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Each Occurrence – Bodily Injury & Property Damage	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Damage to Premises Rented to You – Any One Premises	\$1,000,000
Medical Expenses - Any one person	Excluded
Abuse or Molestation – Each Occurrence	\$1,000,000
Abuse or Molestation – Aggregate	\$2,000,000
GL Deductible (Per Claim or Per Occurrence)	Nil
Claims Subject to KS Tort Claims Act	\$500,000

### Standard Exclusions (refer to policy for full listing):

- Professional Liability, Pollution, Care, Custody and Control, Workers Compensation, Automobile, War, Nuclear, Criminal Acts, Asbestos, Mold, Employment Practices Liability, Fungus, Lead, Bacteria, Subsidence, EIFS, and Silica, Injury to Volunteer Firefighters

### Policy Extensions:

- Who is An Insured is extended to include
  - Employees, Volunteers, Operating Authorities, Board, Commission, Districts, or any other Governmental Units, provided that you operate, control and fund said unit
- Blanket Additional Insured where required by written contract
- Broad Knowledge of Occurrence



## PUBLIC ENTITY LIABILITY

Company: The Travelers Indemnity Company  
 A.M. Best Rating: A++; XV

Policy Period: January 01, 2020 – January 01, 2021

Coverage Form: Claims Made

### Employee Benefits Liability:

Coverage	Limits
Aggregate Limit	\$3,000,000
Each Wrongful Act	\$1,000,000
Retroactive Date	01/01/1986
Deductible	\$1,000

### Public Officials Errors & Omissions:

Coverage	Limits
Aggregate Limit	\$2,000,000
Each Wrongful Act	\$2,000,000
Retroactive Date	01/01/1986
Deductible	\$5,000
Claims Subject to KS Tort Claims Act	\$500,000

### Employment Practices Liability:

Coverage	Limits
Aggregate Limit	\$2,000,000
Each Wrongful Act	\$1,000,000
Retroactive Date	01/01/1986
Deductible	\$5,000



## PUBLIC ENTITY LIABILITY, CONTINUED

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### *Terms and Conditions*

- Wrongful Act Batch Language
- Duty to Defend
- Broad Knowledge of Occurrence
- Workplace Violence Expenses Limit \$250,000
- Who is An Insured is extended to include
  - Employees, Volunteers, Operating Authorities, Board, Commission, Districts, or any other Governmental Units, provided that you operate, control and fund said unit
  - Current or Previously Elected or Appointed Officials
- Employment Practices Offense(s) means:
  - Demotion or failure to promote
  - Wrongful termination
  - Negligent hiring or supervision
  - Retaliation
  - Coercing an employee or volunteer to commit an unlawful act of omission
  - Work-related harassment or sexual harassment
  - Employment-related libel, slander, invasion of privacy, defamation, humiliation, or misrepresentation
  - Other work-related verbal, physical, mental or emotional abuse arising from discrimination



## LAW ENFORCEMENT LIABILITY

Company: The Travelers Indemnity Company  
 A.M. Best Rating: A++; XV

Policy Period: January 01, 2020 – January 01, 2021

Coverage Form: Claims Made

Coverage	Limits
Aggregate Limit	\$2,000,000
Each Wrongful Act	\$1,000,000
Retroactive Date	01/01/1986
Deductible	\$5,000
Claims Subject to KS Tort Claims Act	\$500,000

**Terms and Conditions**

- Duty to Defend
- Broad Knowledge of Occurrence
- Law Enforcement Wrongful Act(s) means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured arising from a law enforcement activity





# AUTOMOBILE

Company: The Phoenix Insurance Company  
 A.M. Best Rating: A++; XV

Policy Period: January 01, 2020 – January 01, 2021

Coverage	Symbol	Limits
Bodily Injury & Property Damage - Combined Single Limit	1	\$1,000,000
Medical Payments – Each Person	2	\$5,000
Uninsured/Underinsured Motorist	2	\$1,000,000
Hired & Non-Owned Auto Liability	8,9	\$1,000,000
Physical Damage - Comprehensive	2	\$1,000
Physical Damage – Collision	2	\$1,000
Claims Subject to KS Tort Claims Act	\$500,000	

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.



## AUTOMOBILE, CONTINUED

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### *Standard Exclusions:*

- Expected or Intended Injury, Contractual, Workers Compensation, Employers Liability, Fellow Employee, Care, Custody and Control, Handling of Property, Movement of Property by Mechanical Device, Completed Operations, Pollution, War, Racing, Nuclear.

### *Policy Extensions:*

- Glass Deductible Waived
- Employees & Volunteers are included as Insureds
- Hired Auto Physical Damage - \$50,000 Limit
- Number of autos: 42
- Number of trailers: 4



# UMBRELLA

Company: Travelers Property Casualty Company of America  
 A.M. Best Rating: A++; XV

Policy Period: January 01, 2020 – January 01, 2021

Coverage	Limits
General Aggregate	\$3,000,000
Each Occurrence	\$3,000,000
Self-Insured Retention	N/A
Defense Coverage	Outside Limits

Underlying Policies and Limits:	
<b>General Liability</b>	
Each Occurrence	\$2,000,000
General Aggregate Limit	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
<b>Public Officials Errors &amp; Omissions Liability</b>	
Each Claim	\$2,000,000
Aggregate Limit	\$2,000,000
<b>Public Officials Employment Practices Liability</b>	
Each Claim	\$1,000,000
Aggregate Limit	\$2,000,000
<b>Public Officials Employee Benefits Liability</b>	
Each Claim	\$1,000,000
Aggregate Limit	\$3,000,000
<b>Law Enforcement Liability</b>	
Each Claim	\$1,000,000
Aggregate Limit	\$2,000,000
<b>Auto Liability</b>	
Combined Single Limit	\$1,000,000

**Standard Exclusions:**

- Professional Liability, Care, Custody & Control (Real & Personal Property), Mold, Lead, Asbestos, Pollution, Subsidence, Employment Practices Liability, Criminal Acts, Nuclear, War, Workers Compensation, Fungus.



## CYBER LIABILITY

Company: AXIS Insurance Company  
 A.M. Best Rating: A+; XV

Policy Period: January 01, 2020 – January 01, 2021

Underlying Policies and Limits:	
<b>Cyber Liability Coverages</b>	
Enterprise Security Event Liability	\$1,000,000
Media Liability	\$1,000,000
Payment Card Industry (PCI-DSS) Fines	\$1,000,000
Privacy Regulation	\$1,000,000
Policy Aggregate	\$1,000,000
Retention	\$5,000
<b>Cyber First Party Coverages</b>	
Crisis Management Expense	\$1,000,000
Fraud Response Expense	\$1,000,000
Public Relations Expense	\$1,000,000
Forensic and Legal Expense	\$1,000,000
Extortion Loss	\$1,000,000
Ransomware Loss	\$1,000,000
Social Engineering Fraud	\$250,000
Telecommunications Theft Loss	\$250,000
<b>Business Interruption Coverages</b>	
Business Interruption – Service Disruption	\$1,000,000
Business Interruption – System Disruption	\$1,000,000
Data Recovery Expense	\$1,000,000

**Extended Reporting Period Options:**

- 1 Year – 100%
- 2 Year – 150%
- 3 Year – 200%



## PAYMENT PLANS & TERMS

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***Payment of Premiums:***

If your policies are billed by CBIZ and not directly from the carrier, payment is due the later of the effective date or 30 days after the invoice date.

For certain policies, normal credit terms are not available and payment must be received **before** the insurance carrier will issue your policy. Your Service Team will inform you of such exceptions.



## CLAIMS-MADE POLICIES

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### OCCURRENCE VERSUS CLAIMS MADE COVERAGE.

Insurance written on an occurrence form provides coverage for events or wrongful acts solely occurring during the policy period. The claim from the wrongful act can be brought in the future after the policy expires and still have coverage respond. For example, if you buy an auto policy that is valid for one year, then it will cover an accident that happens during that one-year period, even if a lawsuit isn't filed until after the policy has already expired. On the other hand, **coverage is triggered for a claims-made insurance policy only when a claim is first reported during the policy period**, even if the injury actually occurred prior to the inception date of the insurance policy. Conversely, if the injury occurs during the policy period and a claim isn't reported until after the policy has expired, then the policy will not provide coverage. Management liability and professional liability policies are typically on claims-made forms. The common exceptions are media liability and health care professional liability, which tend to be on occurrence forms.

### WHAT IS A "RETROACTIVE DATE"?

Claims-made policies also often contain a retroactive date that specifies the earliest point in time for which the insurance will provide coverage. The coverage applies to actual or alleged wrongful acts from the retroactive date forward. Only injuries or wrongful acts occurring after the retroactive date will be covered by a claims-made policy.

### WHAT IS A "CONTINUITY DATE"?

This is synonymously called the "prior and pending litigation date." Similar to a retroactive date, this feature sets a date in time for prior or active litigation but not wrongful acts. This clause will state that any litigation of any type that initiated prior to the continuity date will not be covered, even if the allegations were not part of a potentially covered claim. Many claims can evolve from one type to another. For example, a pollution event could harm the value of a corporation and evolve into a Directors & Officers Liability claim, or a Privacy Litigation claim could evolve into a Directors and Officers Liability claim. This date is typically set as the date the named insured first bought a type of insurance policy. When moving coverage from one insurer to another, it is critical to maintain your continuity date.

### WHAT IS A "CLAIM"?

Often a claims-made policy will define the term "claim" quite broadly to include much more than just a lawsuit. Many policies define "claim" to include written demands for damages as well as proceedings such as arbitration, administrative (such as those brought by the SEC or EEOC), regulatory, mediation and civil proceedings. The language of each particular policy will govern what constitutes a claim. If you receive a demand or threat of any kind, however, and are unsure what to do, then contact your insurance agent or your insurance company promptly.

### DOES THE INSURANCE HAVE A CLAIM REPORTING REQUIREMENT?

Claims-made policies require that claims must be reported to the insurance company before the insurer will respond to the claim. Obviously the insurer's participation in the claim process often cannot begin until the claim is reported. Claims should be reported promptly to preserve your rights under the policy. The insurer will often reserve their rights to cover any defense expenses incurred prior to their receipt of the claim. They will need to consent to any expenses if you wish to have those expenses insured. Different policies set different time periods for reporting claims. For example, claims normally must be reported as soon as practicable within the policy period. Other policies offer a limited grace period after the policy expiration for up to 30 or 60 days. In some instances this grace period is only provided if coverage is discontinued. If coverage is continuous – the policy was renewed with the same insurer or a new insurer – the claim will be made on the next policy assuming you have backdated both the retroactive date and the continuity date to match the preceding policy. You should consult the specific language of your policy to verify your reporting requirements. Your insurance broker should also be able to offer assistance.



## CLAIMS-MADE POLICIES, CONTINUED

Failure to report a claim within the period set by the policy can seriously prejudice your rights under the policy, including an outright coverage denial by the insurer.

### DO YOU HAVE THE RIGHT TO REPORT A CIRCUMSTANCE THAT IS NOT YET A “CLAIM”?

Many policies now provide you with the ability to report a circumstance that could give rise to a claim prior to receiving an actual claim. This provision enables you to report potential claims or circumstances under the policy for protection in the event such circumstances eventually evolve into claims.

**We recommend reporting known circumstances anytime you are considering changing insurers so you are less likely to have complications with a new insurer. It is also recommended to send notice of potential circumstances prior to your policy expiration so you can preserve the limits of your next policy for new and unknown claims.**

### WHAT IS A DUTY TO DEFEND POLICY?

A duty to defend policy allows the insured to tender the defense of a claim to the insurance company. The insurance company will select counsel and control the defense of the claim. Typically a duty to defend policy form obligates the insurance company to provide a defense if coverage is applicable to any of the allegations in the claim.

### A NON-DUTY TO DEFEND

A policy that allows the insured to select its own counsel and defense costs may be advanced or reimbursed by the insurance company. If there are matters that the insurer deems uninsurable under the terms of the policy, they will have the ability to allocate their reimbursement based upon covered and uncovered loss on an ongoing basis.

### WHAT IS A HAMMER CLAUSE?

The “hammer clause” is also called the consent to settle clause. Many insurers have a provision that says that if the plaintiff offers to settle for a certain amount, the maximum the insurer will pay is that offered amount plus expenses paid up to the date of the settlement offer. It is their way to encourage the named insured to make a business decision to resolve the claim and move on to other business. The insured can continue to fight the claim for whatever reason, but not with the insurer’s money. Many carriers now offer “softened” consent to settlement provisions of 50/50, 75/25 or 80/20. Such softened clauses allow the carrier to contribute to settlements and/or defense costs at the specified percentage (i.e. 50/50 = 50% allocated to carrier, 50% at insured’s expense). Some carriers will consider deleting the provision in its entirety.

### SUMMARY

For a claims-made policy to cover an otherwise covered claim (per the definitions and exclusions in your policy), the following conditions will apply:

- 1) The injury, damage or alleged wrongful act must occur after the retroactive date;
- 2) The claim for that injury, damage or wrongful act must be made against the insured during the policy period; and
- 3) The claim must be reported to the insurer within the time specified.

**It is advisable to report all claims and potential claims during the policy period to reduce coverage limitations based upon missing the claims reporting deadline. The most common reason for denial of coverage is late or improper reporting.**



## COMPENSATION DISCLOSURE

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The purpose of this disclosure is to explain to you how we are compensated for our work.

### Compensation Disclosure – Commission Only Basis

For the placement and service of your insurance program, CBIZ will receive commission-based compensation from selected insurance companies and/or wholesale intermediaries.

CBIZ Insurance Services has been and will continue to be committed to acting in our client's best interest by providing services and products that meet our clients' needs as communicated to CBIZ. From time to time, CBIZ may participate in agreements with one or more insurance companies or third party vendors, in connection with the insurance related transactions, to receive additional compensation or consideration. These compensation arrangements are provided to CBIZ as a result of the performance and expertise by which products and services are provided to the client and may result in enhancing CBIZ's ability to access certain markets and services on behalf of CBIZ clients. More information regarding these agreements and the consideration received pursuant to these agreements is available upon written request.





## A.M. BEST COMPANY RATING INFORMATION

Each year the A.M. Best Company reviews the financial status of thousands of insurers, culminating the assignment of Best's ratings. These ratings reflect their current opinion of the relative financial strength and operating performance of an insurance company in comparison to the norms of the property/casualty insurance industry. Ratings are assigned after extensive analysis measuring the performance of each company in such vital areas as: Competency of Underwriting, Control of Expenses, Adequacy of Reserves, Soundness of Investments, and Capital Sufficiency.

**Rating Guide:**

A++, A+ (Superior)	A & A- (Excellent)	B++, B+ (Good)
B, B- (Fair)	C++, C+ (Marginal)	C, C- (Weak)
D (Poor)	E (Under Regulatory Supervision)	F (In Liquidation)

**Financial Size Category:** (In \$000 of Reported Policyholders' Surplus Conditional Reserve Funds)

I	Less than 1,000	VIII	100,000 to 250,000
II	1,000 to 2,000	IX	250,000 to 500,000
III	2,000 to 5,000	X	500,000 to 750,000
IV	5,000 to 10,000	XI	750,000 to 1,000,000
V	10,000 to 25,000	XII	1,000,000 to 1,250,000
VI	25,000 to 50,000	XIII	1,250,000 to 1,500,000
VII	50,000 to 100,000	XIV	1,500,000 to 2,000,000
		XV	2,000,000 or greater



## TERRORISM NOTICE

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On January 12, 2015, the President signed into law the Terrorism Risk Insurance Program Reauthorization Act of 2015.

This Act amends the Terrorism Risk Insurance Act of 2002 (TRIA) to extend the Terrorism Insurance Program through December 31, 2020, with modifications.

**Modifications include:**

- a. A change in the federal share of payments beginning on January 1, 2016, for acts of terrorism, to be reduced annually to 80% of insured losses.
- b. Specifies the aggregate industry insured losses resulting from certified acts of terror will, beginning calendar years 2015-2019, trigger the federal share of compensation under the Program as: (1) \$100 million for 2015; (2) \$120 million for 2016; (3) \$140 million for 2017; (4) \$160 million for 2018, (5) \$180 million for 2019; and (6) \$200 million for 2020 and thereafter.
- c. Revises requirements for mandatory recoupment from insurers and the formula used to determine the insurance marketplace aggregate retention amount.
- d. Redefines "an act of terrorism" as one that is certified as such by the Secretary of the Treasury in consultation with the Secretary of Homeland Security (previously, in concurrence with the Secretary of State).

We encourage you to visit GovTrack.us for a detailed summary of the reauthorization act.

<https://www.govtrack.us/congress/bills/114/hr26#summary/libraryofcongress>



## IMPORTANT ISSUES – PLEASE READ

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The property and liability limits that we illustrate in this proposal are options only. We can provide additional alternative limit options if you request. The selection of limits is solely your decision.

Our relationship with you is based on trust and we do our best to make no representation that would mislead anyone about any aspect of the products or services we offer. We value your trust. Therefore, we will continue to do all that we can to fully represent you in the insurance market place.

### Loss Control

Loss control is a daily responsibility of your management. Our visits are not a substitute for your own loss control program. Recommendations are developed from conditions observed at the time of our visit. They do not include every possible loss potential, code violation, or exception to good practice.

Our inspections, reports and recommendations are provided to assist in your efforts to establish and maintain a safe workplace and do not warrant workplace safety or compliance with applicable laws, regulations or standards. Our observations and suggestions are not a substitute for legal advice. You are encouraged to seek appropriate legal counsel when implementing a program or process to maintain a comprehensive workplace safety program.

### FEMA Flood Zone

If Flood coverage is included in this proposal it is based on information regarding the FEMA Flood zone determination for your property that is currently available to the proposed insurance carrier. Such determinations are subject to change at any time and CBIZ cannot be held responsible for any changes in the flood zone determination reflected herein subsequent to the date of this proposal.

Consider buying flood and earthquake coverage. Neither flood loss nor earthquake loss are covered under standard property policies. All of us have exposure to floods, sewer backup and earthquakes.

### State Assessments and Surcharges

Your policy may be subject to state assessments and surcharges that may alter your base premium. Although we routinely try to gather this information in the quotation process, it is not always available.

### Claim Reporting Requirements

Changing market conditions have had an adverse effect on many carriers' claim reporting terms and conditions. Many policy forms now include verbiage that severely restricts or negates coverage should a carrier not be immediately notified of a claim or potential claim. Refer to your policies for a more complete explanation of your carrier's reporting requirements.

### Confidentiality

We will treat information you provide us in the course of our professional relationship as confidential and will use it only in performing services for you. We may share this information with third parties as may be required to provide services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. Records you provide us will remain your property and will be returned to you upon request. You will treat any information we provide to you, including data, recommendations, proposals or reports as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all of our propriety computer programs, systems, methods and procedures and to all files developed by us.



## IMPORTANT ISSUES, CONTINUED

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### Payment of Premiums

If your policies are billed by CBIZ and not directly from the insurance carrier, payment is due the later of the effective date or 30 days after the invoice date.

### Premium Financing

You may choose to use a premium finance company in connection with the insurance coverages we place for you or the services we provide to you. Premium finance options are not always available. Where permitted by law, we may receive a fee for the administrative services we provide those companies. These services include processing the premium finance applications and marketing and sales support they do not have.

### Vacancy Restrictions

Most property insurance policies restrict coverage on buildings that have been vacant beyond a specified period of time (usually 30 or 60 days). For example, a standard commercial property policy does not cover losses arising from vandalism, sprinkler leakage (unless the system has been protected from freezing), building glass breakage, theft, or attempted theft if the building where the loss occurs has been vacant for more than 60 consecutive days before the loss. Recovery for other insured losses is reduced by 15 percent under the same circumstances. It is also important to be aware of the policy's definition of "vacancy." Under a standard commercial property policy, if the insured is a building owner or general lessee, a building is considered vacant unless at least 31 percent of its total square footage is used by the building owner, a lessee, or a sub lessee to conduct their customary operations. If the insured is a tenant, the vacancy provision applies only to the space leased to the insured, and this space is considered vacant when it does not have enough contents for the insured to carry on normal business operations.

### Exposure Changes

In evaluating your exposures to loss, we are dependent upon information provided by you. You ultimately choose the values elected. If there are any areas that need to be evaluated prior to binding coverage, or should any of your exposures change after coverage is bound, such as the beginning of new operations, hiring employees in new states, buying additional property, autos, equipment, etc., please let us know so coverage can be discussed. While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

***In order to ensure that your important changes are properly communicated, the binding or altering of coverage must be confirmed in writing by agency personnel.***

The changes in exposure that have an impact on your insurance program include, but are not limited to, those listed below:

1. Changes to any operation such as expansion to other state, new products, etc.
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements
4. Circumstances which may require an increase in liability insurance limits
5. Any changes to fire or theft protection, such as installation or disconnection of sprinkler system, burglar alarms, etc. This includes alterations to same.
6. Any changes to scheduled equipment such as contractors' equipment, computer equipment, etc.
7. Property, of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises purchased, constructed, or occupied.
9. Any new exposures or plans for foreign travel or operations

**Please notify us throughout the year of changes to your business that may affect your exposure to risk. Failure to do so may result in uncovered losses.**



# ORDER TO BIND

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Please bind the coverage

           As set forth in the quotes recommended by CBIZ Insurance Services, Inc.

Or

           As follows:

(Insert complete instructions for binding including carrier, limits, options, etc)

City of Mission, KS

Signature:

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Name:

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Title:

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Date:

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

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

**RE:** Recommendation for 2020 Employee Benefits Program

**RECOMMENDATION:** Authorize the Mayor, or his designee, to execute any and all documents necessary to approve contracts for the City of Mission's 2020 employee health/welfare benefits program.

**DETAILS:** Benefits are an important component of the overall compensation package the City offers its employees. Staff has been working with the City's benefit broker, Lockton Benefit Company, over the past several months to recommend an employee benefits program for 2020 that is both supportive of the employees and fiscally sound for the City.

The major cost driver for the benefits program is health insurance. The City received a flat pre-tax renewal (based on experience) from the existing provider, Blue Cross / Blue Shield of Kansas City, but did incur a 2.6% increase resulting from the end of the moratorium of the Affordable Care Act health insurance tax.

Dental and vision programs were subject to a rate hold for 2020 and were not marketed. The basic life and Accidental Death and Disability was marketed by Lockton, and resulted in a rate reduction of 13% by the current provider, allowing the City to consider an enhancement to these important benefits.

The full recommendations for 2020 include:

- Renew with Blue Cross / Blue Shield of Kansas City and offer three health insurance plans - Preferred Care Blue, Blue Select, and Spira Care.
- Continue with the current health insurance premium structure, 80% of the premium being paid by the City and 20% being paid by the employee, with a minimal plan increase of 2.6% in taxes and fees.
- Fund a wellness program for City employees in the amount of \$9,000.
- Renew the dental insurance benefit plan with Delta Dental of Kansas effective January 1, 2020 with no increase in premium rates and expanded coverage / enhanced benefits.
- Maintain the current dental insurance premium structure of 80% paid by the City and 20% paid by the employees.
- Maintain the vision insurance benefit plan with EyeMed from 2019 with 100% of the premium paid by the City. The plan is on a rate hold through January 1, 2021.

Related Statute/City Ordinance:	
Line Item Code/Description:	Various personnel line items that make up the 2020 Budget
Available Budget:	\$ 2,331,820 (benefit line items only)

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

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

- Continue to provide a Section 125 Flexible Spending Account through BASIC.
- Maintain basic Group-Term Life/AD&D benefits through The Standard with a doubling of the basic life insurance benefit, for an increase in annual premium of \$1,671 paid 100% by the City.
- Maintain access to voluntary life insurance benefits through The Standard with all premiums paid 100% by participating employees.
- Maintain access to voluntary supplemental insurance benefits through AFLAC with all premiums paid 100% by participating employees.
- Fund the KPERS and KP&F retirement plans in accordance with state mandated rates.
- Maintain the quarterly contribution of 2% of total earnings in the Principal Plan for non-KP&F employees, with no optional matching benefit.

Anticipated personnel costs for 2020 based on the recommendations provided are summarized in the table below.

Health/Welfare Benefits	+ \$ 786,311
Retirement Benefits	+ \$ 743,750
SUI, FICA, Worker's Compensation	+ \$ 539,410
<b>2020 Total Estimated Benefit Costs</b>	<b>= \$ 2,069,471</b>
<b>2020 Total Estimated Salary Costs</b>	<b>+ \$ 5,568,200</b>
<b>2020 Total Personnel Costs:</b>	<b>= \$ 7,637,671</b>
2020 Benefits as a % of Total Personnel Costs	27%

When the 2020 Budget was adopted, staff planned for a 10-15% increase in health insurance premiums. The favorable medical renewal means the City can anticipate savings in these line items in the coming year. Following the 2020 open enrollment period where employees will make their final benefit elections, staff will bring back some options for how to manage the anticipated surplus of health/welfare funds, including discussion of a health insurance reserve fund to assist in managing potential increases

Related Statute/City Ordinance:	
Line Item Code/Description:	Various personnel line items that make up the 2020 Budget
Available Budget:	\$ 2,331,820 (benefit line items only)

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

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

in these line items in the future.

**CFAA CONSIDERATIONS/IMPACTS:** The health benefits offered in the City's benefit package represent services that can facilitate active participation throughout each phase of life. Access to community and health services is one of the six areas of focus for the Communities for All Ages checklist, and providing some of that access in the workplace contributes to overall wellness in a fundamental way.

Related Statute/City Ordinance:	
Line Item Code/Description:	Various personnel line items that make up the 2020 Budget
Available Budget:	\$ 2,331,820 (benefit line items only)





**MEMORANDUM**

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**Date:** November 6, 2019  
**To:** Members of the Finance and Administration Committee  
**From:** Emily Randel, Assistant to the City Administrator  
**RE:** 2020 Employee Benefits Program

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Maintaining an attractive benefits package is a key part of recruiting and retaining good employees. Each year, staff seeks the most effective balance of robust benefits that still allows for the City to maintain a strong fiscal position. The City's benefit broker, Lockton Benefit Company (LBC), assists to evaluate, negotiate and recommend an employee benefits package for each year. The recommendations for fiscal year 2020 are summarized in this memorandum.

**Medical Benefit**

The City has navigated significant increases in health insurance premiums in the recent past, marketing the plan and switching providers to alleviate the worst of the potential increases. The latest change in providers, from Cigna to Blue Cross / Blue Shield (BC/BS) in 2018 resulted in a 25% increase in health insurance premiums, compared to the proposed 50% increase had the City remained with Cigna. Given that recent history, the City maintains a conservative position in anticipating premium increases.

The City has moved from a single health plan offering to multiple plans in 2018, Blue Select and Preferred Care Blue. The City added a third plan with BC/BS in 2019, Spira Care, offering service at new clinics with no office visit co-pays or other out-of-pocket costs, allowing more choice for each employee.

The City received its proposed premium package from BC/BS for 2020 with no increase in premiums. There will be a slight increase of 2.6% due to the Affordable Care Act taxes and fees that had been on a moratorium, but are back in effect in 2020. Given the City's recent experience, this was considered to be a very positive outcome.

Please see the following table for more detail on how the 63 participating employees are utilizing the medical insurance plans, and the premiums for each.

**Table 1. Proposed 2020 Medical Premiums, increased 2.6% from 2019 - City/Employee Cost Share**

Coverage Tier	2020 Monthly Premium	City's Share of Premium - 80%	Employee's Share of Premium - 20%	Per Payroll Premium	2019/2020 Per Payroll Difference
Blue Select (Individual Maximum Deductible \$2,000), 20 enrolled					
Employee Only	\$600.95	\$480.76	\$120.19	\$60.10	\$1.53
Employee + Spouse	\$1,261.98	\$1,009.58	\$252.40	\$126.20	\$3.20
Employee + Child(ren)	\$1,081.70	\$865.36	\$216.34	\$108.17	\$2.74
Employee + Family	\$1,802.84	\$1,442.27	\$360.57	\$180.29	\$4.58
Preferred Care Blue (Individual Maximum Deductible \$1,000), 33 enrolled					
Employee Only	\$739.62	\$591.708	\$147.92	\$73.96	\$1.87
Employee + Spouse	\$1,553.21	\$1,242.57	\$310.64	\$155.32	\$3.94
Employee + Child(ren)	\$1,331.32	\$1,065.06	\$266.26	\$133.13	\$3.37
Employee + Family	\$2,218.87	\$1,775.10	\$443.77	\$221.89	\$5.63
Blue Select with Spira Care (Individual Maximum Deductible \$1,500), 10 enrolled					
Employee Only	\$600.62	\$480.50	\$120.12	\$60.06	\$1.52
Employee + Spouse	\$1,261.29	\$1,009.03	\$252.26	\$126.13	\$3.20
Employee + Child(ren)	\$1,081.11	\$864.89	\$216.22	\$108.11	\$2.99
Employee +	\$1,801.85	\$1,441.48	\$360.37	\$180.19	\$4.57

Family					
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The City has traditionally offered health insurance at an 80% / 20% cost share with employees, with the City paying 80% and employees paying 20%. It is recommended that this continue for 2020.

***Recommendation: Continue health insurance coverage with Blue Cross / Blue Shield of Kansas City offering Preferred Care Blue, Blue Select and Blue Select with Spira Care plans to City employees with a 2.6% increase in costs for 2020. It is also recommended the City continue with the 80% / 20% cost share between the City and employee. The estimated cost for the City in 2020 is anticipated to be \$732,794.***

### **Wellness Benefit**

The employee wellness program encourages employees to earn points throughout the year by engaging in wellness activities such as doctor and dental visits, flu shots, membership in a workout facility, or attending wellness seminars at work. Employees who earn the minimum amount of points earn \$300 at end of the year. Twelve employees participated in the program in 2018, and it is expected that a similar number will complete the entire program in 2019.

Thirty-two employees have participated in at least one of the tracked activities to date in 2019. The secondary benefit to the program, apart from improved health outcomes, is the program encourages employee engagement and participation. The wellness activities offered throughout the year help to build relationships between employees across departments.

***Recommendation: Maintain the wellness benefit in 2020 at \$300 for each participant that completes the annual wellness program, and fund biometric screenings and lunch and learns and miscellaneous expenses for a budgeted wellness and employee engagement program for \$9,000.***

### **Dental Benefit**

The City offers its employees dental coverage through Delta Dental of Kansas. Delta Dental has a wide network of dental care providers across the Kansas City region, on both sides of the state line, and are generally considered to be the leader in dental insurance.

The City's dental insurance plan provides an annual deductible of \$50 for an individual and \$150 for a family with an annual maximum of \$1,000, regardless of whether care is in or out of network. The plan also provides for 100% of preventive services and 80% of basic services within network. New this year, the program will include unlimited cleanings, increasing the annual maximum to \$1,500, and adding the Right Start4Kids program which covers all services except orthodontics at 100% for dependents under the age of 13.

As with the medical benefit, the City currently pays 80% of the premium rates and the employee pays 20%. Delta Dental is proposing no increase in premiums for 2020 even with the program enhancements. The following table represents the employer and employee contributions for the benefit.

**Table 2. 2020 Dental Premium Structure 80% / 20%**

	Total Monthly Premium	Employer Contribution	Employee Contribution	Per Payroll Premium	2019 / 2020 Per Payroll Difference
Employee Only (19 employees participating)	\$ 31.20	\$ 24.96	\$ 6.24	\$ 3.12	\$ 0.00
Employee + Family (41 employees participating)	\$ 91.25	\$ 73.00	\$ 18.25	\$ 9.13	\$ 0.00

***Recommendation: Renew the dental insurance benefit plan with Delta Dental of Kansas effective January 1, 2020 with no increase in premium rates; and maintain the current premium structure of 80% City and 20% employees. Estimated impact to the City's 2020 budget for the recommended dental benefits is \$42,528.***

### **Vision Benefit**

The City provides vision insurance to its employees through EyeMed. Vision benefit premiums are paid 100% by the City. EyeMed provided a rate increase in 2018 that locks in premiums through 2020. So, there is no increase in premiums for 2020.

***Recommendation: Renew vision benefits with EyeMed, effective January 1, 2020 with no increase in premiums. Maintain 100% of the premium paid by the City with an estimated impact to the City's 2020 budget of \$8,540.***

### **125 Flexible Spending Account Benefit**

The City offers a Flexible Spending Account (FSA) program (unreimbursed medical and dependent care expenses) through BASIC. The plan allows employees to set aside pre-tax dollars for qualified expenses eligible for reimbursement throughout the plan year.

There are currently 26 employees participating in the FSA with annual contributions totaling

approximately \$53,000. Annual plan administration fees are approximately \$1,758. Participation in the plan saves both the employees and the City approximately \$4,054 in FICA taxes on health insurance.

***Recommendation: Continue to provide a Section 125 Flexible Spending Account through Basic with an estimated impact on the 2020 budget of \$1,758.***

#### **Basic Life / AD&D Insurance Benefit**

The City provides a basic group-term life/AD&D policy through The Standard for all benefit eligible employees, paid 100% by the City. The Standard has not increased its rates for the past few years and did not propose to increase its rates for 2020. Lockton went to market for this benefit on the City's behalf, and The Standard offered a reduction in costs of 13% over 2019. Staff asked to have the basic life insurance provided to each employee doubled. Currently, department directors receive \$25,000 benefit and all other employees (unless reduced as a result of age) receive a \$20,000 benefit. The proposed plan offers department directors \$50,000 and all other employees \$40,000. The increased coverage, paid 100% by the City, will be \$4,491, an increase of \$1,671.

***Recommendation: Provide enhanced basic Group-Term Life/AD&D benefits through The Standard for 2020 with an estimated impact to the City's 2020 budget of \$4,491 and a rate guaranteed until 2020.***

#### **Voluntary Life Insurance Benefit**

The City offers employees the option to purchase additional life insurance through The Standard. The plan allows employees to purchase insurance in increments of \$10,000 up to a max of five times their annual salary. The pricing is age rated and employees have the opportunity to purchase coverage for a spouse and dependents as well. The premiums are paid 100% by the employee. The voluntary life insurance benefit will renew at no rate increase. Premium may increase only if an employee crosses an age-band or they make specific application for an increase in coverage amounts.

***Recommendation: Maintain access to voluntary life insurance benefits through The Standard with all premiums paid 100% by participating employees. No impact to the 2020 budget.***

#### **Voluntary Supplemental Insurance Benefit**

Employees are provided the option to participate in a supplemental insurance benefit through AFLAC. Though AFLAC provides primarily short-term disability insurance, they also offer a number of other insurance options that employees can select to participate in given their particular needs. This benefit is paid 100% by the employees that choose to participate.

***Recommendation: Maintain access to voluntary supplemental insurance benefits through AFLAC with all premiums paid 100% by participating employees. No impact to the 2020 budget.***

### **Retirement Plan Benefit**

The City participates in the Kansas Public Employee Retirement System and the Kansas Police and Firefighters retirement system (KPERS/KP&F) for all eligible employees. Contributions to these two systems are mandatory for both the City, as the employer, and the employees. Contribution rates are dictated annually by the plan and are as follows for 2020:

KPERS:	Employer	8.61% of Covered Payroll (Decrease of 1.28% from last year)
	Employee	6.00% of earnings
KP&F:	Employer	21.93% of Covered Payroll (Decrease of 0.2% from last year)
	Employee	7.15% of earnings

The estimated employer (the City's) contribution to KPERS/KP&F is approximately \$700,000 for 2020.

***Recommendation: Fund the KPERS and KP&F retirement plans in accordance with state mandated rates for an estimated cost of \$700,000 for 2020.***

### **Supplemental Retirement Benefit**

Since 1980, the City has provided a supplemental retirement program for all non-public safety employees working more than 1,000 hours per year. This plan, through Principal investment company, was put in place based on a desire by the City to help equalize the gap in the employer funded contributions between KPERS and KP&F. It has no impact on the KPERS benefits available to employees upon their retirement.

***Recommendation: Maintain the contribution of 2% of total earnings in the Principal plan for non-KP&F employees, with no optional matching benefit. The estimated cost for 2020 is \$43,750.***

### **Summary and Recommendation for Health & Welfare Benefits**

The following is the recommended 2020 Employee Benefit Package.

- Renew with Blue Cross / Blue Shield of Kansas City and offer three health insurance plans - Preferred Care Blue, Blue Select, and Spira Care.
- Continue with the current health insurance premium structure, 80% of the premium being paid by the City and 20% being paid by the employee, with a minimal plan increase of 2.6% in taxes and fees.
- Fund a wellness program for City employees in the amount of \$9,000.
- Renew the dental insurance benefit plan with Delta Dental of Kansas effective January 1, 2020 with no increase in premium rates and expanded coverage / enhanced benefits.
- Maintain the current dental insurance premium structure of 80% paid by the City and 20% paid by the employees.
- Maintain the vision insurance benefit plan with EyeMed from 2019 with 100% of the premium paid by the City. The plan is on a rate hold through January 1, 2021.
- Continue to provide a Section 125 Flexible Spending Account through BASIC.
- Maintain basic Group-Term Life/AD&D benefits through The Standard with a doubling of

the benefit, for an increase in annual premium of \$1,671 paid 100% by the City.

- Maintain access to voluntary life insurance benefits through The Standard with all premiums paid 100% by participating employees.
- Maintain access to voluntary supplemental insurance benefits through AFLAC with all premiums paid 100% by participating employees.
- Fund the KPERS and KP&F retirement plans in accordance with state mandated rates.
- Maintain the quarterly contribution of 2% of total earnings in the Principal Plan for non-KP&F employees, with no optional matching benefit.

A historical review of the changes in net costs for the City's health and welfare benefit programs is summarized below.

**Table 6. Five-Year Summary of Total Health and Welfare Benefit Costs (excluding retirement)**

	2016	2017	2018	2019	2020 (estimated)
City's Total Net Costs	\$744,900	\$750,800	\$905,825	\$768,111	\$786,311
\$ Change	\$2,436	\$5,900	\$155,025	(\$137,714)	\$18,200
% Change	0%	1%	21%	(15%)	2%

Estimated personnel costs for 2020 based on the recommendations provided are summarized in the following table.

Health/Welfare Benefits	+ \$ 786,311
Retirement Benefits	+ \$ 743,750
SUI, FICA, Worker's Compensation	+ \$ 539,410
<b>2020 Total Estimated Benefit Costs</b>	<b>= \$ 2,069,471</b>
<b>2020 Total Estimated Salary Costs</b>	<b>+ \$ 5,568,200</b>
<b>2020 Total Personnel Costs:</b>	<b>= \$ 7,637,671</b>
2020 Benefits as a % of Total Personnel Costs	27%

<b>City of Mission</b>	Item Number:	7.
<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:** Approval of a contract with MetroMedia for publishing services related to the *Mission Magazine*.

**RECOMMENDATION:** Authorize the Mayor to execute the contract with MetroMedia for publication of five issues of the *Mission Magazine* annually at a cost per issue of \$6,275.

**DETAILS:** Mission has enjoyed a partnership with MetroMedia since 2010 to produce and distribute the *Mission Magazine*. Metromedia works closely with the City and the *Mission Magazine* Committee to develop story ideas, conduct interviews, prepare editorial content, sell advertising, and design, layout and produce five issues of the magazine annually.

The *Mission Magazine* is designed to highlight and promote Mission residents, businesses, programs and services. The magazine is mailed to approximately 13,500 addresses in Mission and surrounding zip codes, with an additional 700+ delivered to local businesses for display on premise.

The previous agreement has been restructured into a more typical contract format, and has been drafted to reflect the expectations and responsibilities of both MetroMedia and the City. The contract anticipates a four year term from 2020 through 2023.

Staff recommends approval of the updated contract with Metromedia. Production and mailing of the *Mission Magazine* is funded with revenues from the transient guest tax.

**CFAA CONSIDERATIONS/IMPACTS:** The *Mission Magazine* provides an important communication tool for the City, allowing for the diversity among residents and businesses to be showcased. The magazine also provides an important opportunity to showcase City services and programs in the newsletter portion.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	19-30-201-13
Available Budget:	\$50,000



## **Magazine Publishing Agreement**

This Agreement dated \_\_\_\_\_, 2019 (the "Effective Date"), is between MetroMedia, Inc., a Kansas corporation having its principal office at 4210 Shawnee Mission Parkway, Fairway, KS 66205 ("MM") and the City of Mission, Kansas, a Kansas municipal corporation having its principal office at 6090 Woodson Mission, KS 66202 ("City").

**WHEREAS**, MM is in the business of publishing online and print publications, and City desires to retain MM to provide publishing services, on the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are acknowledged, MM and City ("the Parties") agree as follows:

### **1. Print Magazine**

MM shall produce and publish five (5) editions annually of the City Magazine ("Print Magazine") in each year of the four years of the Term of this Agreement, commencing January 1, 2020. All content of the Print Magazine shall be subject to the editorial control of the City's Publication Committee (the "Committee").

- (a) Content: The Print Magazine shall contain no more than 50% advertising content.
- (b) Advertising: The Print Magazine shall target advertising that promotes businesses with a presence in the City, or if no presence in the City, businesses that commonly provide goods or services to many City residents.
- (c) Format: The Print Magazine shall be approximately 8 ½" wide by 11" deep.
- (d) Text: Four-color on glossy text with an approx. 60# weight and self-cover.
- (e) Binding: The Print Magazine shall be trimmed and saddle-stitched.
- (f) Quantity: City shall receive 14,200 copies of the Print Magazine for distribution.

### **2. MM Responsibilities**

- (a) MM shall provide writers, editors and advertising personnel to attend each monthly meeting of the Committee.
- (b) MM shall write articles, edit articles, and take photographs for inclusion in the Print Magazine generated from ideas brought before the Committee. Final articles for inclusion in the Print Magazine shall be subject to the final editorial approval of the Committee.

(c) MM shall layout the Print Magazine and publish with final approval of the layout from the Committee or the Committee's designated representative.

(d) MM shall be responsible for all production costs incurred in writing, editing, layout and printing of the Print Magazine.

(e) MM shall be solely responsible for selling advertising space in the Print Magazine, and MM shall be entitled to retain all collections of advertising sold.

(f) The Parties hereto understand and agree that the Services to be provided by MM under this Agreement relate solely to the Print Magazine, and shall not be provided by MM for any other program of City, including but not limited to programs which are governed by exclusive agreements with other contractors.

### **3. City Responsibilities**

(a) City shall organize and facilitate a Committee of City representatives and residents who shall be charged with fulfilling the City's responsibilities hereunder. The Committee shall be charged with meeting on a monthly basis.

(b) The Committee, in consultation with MM, shall approve publication schedules and deadlines on an annual basis designed to produce five (5) Print Magazines each calendar year.

(c) City shall publicize the Print Magazine to residents and businesses within the City consistent with its customary promotional practices using e-blasts, websites, announcements at meetings, regular newsletters and bulletins. City shall purchase a sponsor page in each edition of the Publication during the Term, at a cost of \$6,275.00 per issue.

(d) City, at its cost, shall be responsible for distributing each issue of the Print Magazine.

### **4. Term and Termination**

(a) The term of this Agreement shall commence on the Effective Date and, unless terminated earlier as set forth in this Section 4, continue in effect for four (4) years after the Effective Date. This Agreement may be renewed thereafter only upon written agreement of the parties.

(b) MM or City may terminate this Agreement if the other fails to perform any obligation under this Agreement and such failure continues for more than twenty (20) calendar days after written notice of such failure is given by MM or City, as applicable, to the other.

(c) Notwithstanding, anything to the contrary set forth herein, MM and City shall have the right to terminate this Agreement immediately if such termination is necessary for any Party because of the concern or objection of any regulatory agency as to any aspect of this

Agreement or in order to comply with any order or directive of any government agency or entity (including specifically the City's City Council) or court of law. Further, MM understands that City is a municipal corporation and as such, each calendar year the City Council must approve a budget to fund activities such as those described in this Agreement. Failure of the City Council to appropriate funds to fulfill the City's obligations under this Agreement in any future year shall be a basis for termination by the City without breach in accordance with Kansas law.

(d) Termination of this Agreement for any reason shall not affect the obligation of City to purchase a sponsor page for each Print Magazine edition actually delivered through the date of termination.

## **5. Non-Solicitation**

City shall not, during the term of this Agreement and for one-year after the termination of this Agreement, knowingly solicit for employment, or employ, any current employee of MM.

## **6. Warranties**

(a) MM represents and warrants that (i) all of its services shall be performed in a commercially reasonable manner and in accordance with industry standards, and without infringing the privacy rights or intellectual property rights of any other person or entity; and (ii) MM has all corporate and other authorizations necessary to reproduce and publish approved issues of the print Magazine pursuant to this Agreement.

(b) City represents and warrants that MM is authorized to use City content approved for inclusion in the Print Magazine.

(c) EXCEPT AS SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, MM EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. Limitation of Liability**

THE AGGREGATE LIABILITY THAT MAY BE INCURRED BY MM IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CITY TO MM IN THE TWELVE MONTHS IMMEDIATELY FOLLOWING THE DATE OF THE EVENT THAT GAVE RISE TO CITY'S CLAIM AGAINST MM. IN NO EVENT SHALL MM BE LIABLE TO CITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS), EVEN IF THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN FORESEEN BY MM. HOWEVER, THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO MM'S OBLIGATION TO INDEMNIFY CITY UNDER SECTION 8 OR FOR A

BREACH OF THE WARRANTIES CONTAINED IN SECTION 7(A) OR FOR ANY LOSSES OR DAMAGES BY MM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## **8. Indemnification**

(a) City agrees to defend, indemnify and hold MM harmless against all losses, damages, liabilities, expenses, awards, and costs (including reasonable legal fees and expenses) arising from any third-party claim (a "Claim") arising in whole or in part from any alleged breach of City's warranties or representations hereunder.

(b) MM agrees to defend, indemnify and hold City, its officers, elected officials and Committee members, harmless against all losses, damages, liabilities, expenses, awards, and costs (including reasonable legal fees and expenses) arising from any: (i) any personal injury or physical property damage that occurs in the course of MM's providing the services and (ii) any loss or claim arising in whole or in part from any alleged breach of MM's warranties, representations, or obligations hereunder, provided that: (a) City notifies MM in writing within ten (10) days of becoming aware of a claim; (b) MM is to have control of the litigation and all related settlement negotiations, with City's reasonable input; and City provides MM with the information, assistance and authority to enable MM to perform its obligations under this section. In addition, MM shall notify City within ten (10) days of becoming aware of any claim concerning MM's warranties, representations, or obligations hereunder.

## **9. Force Majeure**

Neither party shall be liable for any failure or delay in the performance of an obligation pursuant to this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control (including, but not limited to earthquake, fire, flood or other casualty, an act of God, a strike, lockout or other labor dispute, war, embargo, blockade, legal restriction, riot, insurrection or governmental action). If either party is unable to perform or is delayed in performing an obligation pursuant to this Agreement because of any circumstances beyond its reasonable control, it shall give notice of such inability or delay to other party as soon as reasonably possible after the occurrence of such circumstances. Upon the giving of such notice, the obligations of each party, to the extent it is affected by such circumstances, shall be suspended during the continuance of such circumstances, but for no longer, and such inability or delay shall, to the extent possible, be remedied as soon as reasonably possible; provided, however, that neither party shall not be required to resolve any strike, lockout or other labor dispute in a matter that it determines is not proper or advisable. Upon the cessation of any such circumstances, full and timely performance pursuant to this Agreement shall be resumed as soon as reasonably possible.

## **10. Choice of Law**

This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of Kansas, without regard to principles of conflicts of law.

## **11. Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof, or any other such provision, being prohibited or invalid.

## **12. Notices**

Any notice, request, instruction or other document pertaining to this Agreement shall be in writing and be delivered personally or sent by U.S. mail, certified mail return receipt requested, with all postage prepaid, addressed as follows:

If to MM: MetroMedia  
4210 Shawnee Mission Parkway, Ste 314A  
Fairway, KS 66205

If to City: City of Mission, Kansas  
c/o City Administrator  
6090 Woodson  
Mission, KS 66202

## **13. Binding**

This Agreement shall be binding upon MM and City and upon each successor and assignee of MM and City, and shall inure to the benefit of, and be enforceable by, MM and City and each successor and assignee of MM and City; provided, however, that City may not assign any right or obligation under this Agreement without first obtaining the written consent of MM. If MM wishes to assign work to a non-affiliated company it shall first obtain written permission from City.

## **14. Entire Agreement**

This Agreement contains the entire agreement between MM and City with respect to the subject matter of this Agreement, and supersedes each course of conduct previously pursued or accepted, and each oral agreement and representation previously made, by MM or City with respect to such subject matter. No course of performance or other conduct pursued or accepted, and no oral agreement or representation made, in the future by the Parties, and no usage of trade, shall modify or terminate this Agreement, impair or otherwise affect any obligation of MM or City pursuant to this Agreement or otherwise. No modification of this Agreement shall be effective unless made in writing duly executed by MM and City. If MM assigns any work under this Agreement, such assignee shall agree to be bound to all terms of this Agreement.

**IN WITNESS WHEREOF**, MM and City have conclusively evidenced their acceptance of the terms and conditions of this Agreement by causing their authorized representatives to execute this Agreement as of the Effective Date.

CITY OF MISSION, KANSAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

METROMEDIA, INC.

By: \_\_\_\_\_  
Name: David Small  
Title: President

<b>City of Mission</b>	Item Number:	8.
<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:	8.
<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

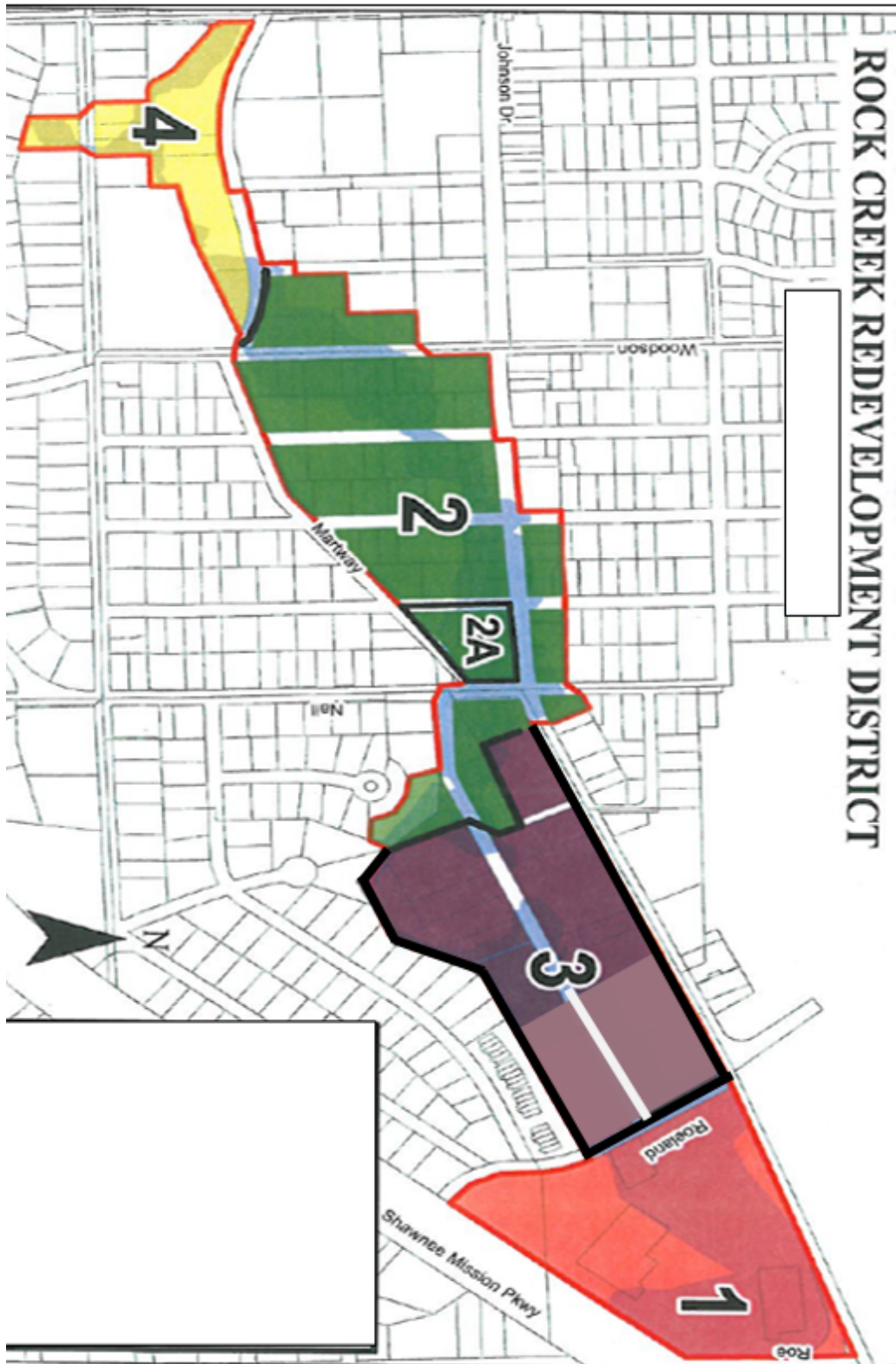
ATTEST:

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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:	9.
<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 \$[PRINCIPAL AMOUNT] 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 \$[PRINCIPAL AMOUNT] 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 \$[PRINCIPAL AMOUNT], 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 \$[PRINCIPAL AMOUNT]; (iii) shall be issued in minimum denominations of not less than \$[500,000] and sold and transferred solely to Qualified Institutional Buyers; (iv) shall have a true interest cost not exceed [\_\_]% 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 [\_\_. \_\_]%.

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 \$[PRINCIPAL AMOUNT] 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 \$[PRINCIPAL AMOUNT] 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:	10.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	November 6, 2019
<b>ADMINISTRATION</b>	From:	Laura Smith

Discussion items allow the committee the opportunity to freely discuss the issue at hand.

**RE:** 2020 Legislative Priorities

**DETAILS:** Each year the City prepares a Legislative Program which outlines priorities or areas of interest or concern to be communicated to our state legislators at the outset of the legislative session.

The Program has typically been presented at the January Committee meeting, but last year Council expressed a desire to move consideration of the priorities earlier in the fall so they could be communicated with sufficient time to be addressed as early in the session as possible.

The League of Kansas Municipalities Statement of Municipal Policy has not yet been made available. The 2020 Draft Program for Mission is included as a starting point for the Council's consideration. The document reflects a red-lined version of the final 2019 Program.

This discussion will provide an opportunity for Councilmembers to communicate modify, add or delete specific policy issues they would like to see incorporated into Mission's Final 2020 Legislative Program. In addition, the Sustainability Commission will be discussing other matters for potential inclusion at their November 4, 2019 meeting. Any information coming from that meeting will be incorporated/presented during the Committee meeting.

Following review by the Council, staff will develop a recommended program for consideration as an Action Item on the December 11, 2019 Finance & Administration Committee agenda.

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

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



**~~2019~~2020**  
**Legislative ~~Program~~Priorities**

6090 Woodson  
Mission, Kansas 66202  
Phone: (913) 676-8350  
Fax: (913) 722-1415  
[www.missionks.org](http://www.missionks.org)

~~January~~ December 2019



January 16 ~~December 18~~, 2019

Dear Reader:

The Governing Body of the City of Mission annually adopts a state legislative platform to present Mission’s legislative initiatives and policy positions.

The cornerstone of the legislative program is the belief that the governing of public affairs should be as close to the people as possible. Supporting activities that promote and encourage the exercise of authority and responsibility by locally elected officials is a top priority of the City of Mission. This belief is exemplified in local home rule authority, an amendment to the Kansas Constitution that was approved by the citizens of the state over half a century ago.

Generally, the City of Mission supports the Statement of Municipal Policy of the League of Kansas Municipalities and the legislative agenda of Johnson County, Kansas. The City Council works cooperatively each year with the League and other cities to enhance the mutual benefits of Kansas cities.

If you have any questions concerning the 2019 Legislative Program, please, do not hesitate to contact me or other members of the City Council.

Sincerely,

Ron Appletoft  
Mayor

**Governing Body**

**Mayor**  
Ron Appletoft

**Ward I**  
Pat Quinn  
Hillary Parker Thomas

**Ward II**  
Nick Schlossmacher  
Arcie Rothrock

**Ward III**  
Kristin Inman  
Debbie Kring

**Ward IV**  
Sollie Flora  
Ken Davis



## **2019-2020 Legislative Program Priorities**

State and municipal governments work together to provide citizens with many services they require and have come to expect. This partnership is dependent upon stable funding, decision-making at the appropriate level, and removing barriers to efficient and effective access to services. ~~As the local branch of government,~~ The City of Mission understands our citizens' needs and is equipped to respond to them effectively and efficiently. ~~While we respect the State government's role, we continue to advocate for the protection of home rule authority to ensure citizens' needs are met.~~ We support the preservation of local authority, maintenance of local control of local revenue and spending, and oppose the devolution of State duties to local units of government without planning, time and resources. The City of Mission has established the following as our legislative priorities for the upcoming session and advocates on the following issues in the interests of our elected representatives and on behalf of those who live and work in our community.

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### **Finance and Taxation**

#### **Alternative Property Valuation (Dark Store Theory)**

The City supports proven techniques to value ~~define~~ commercial properties at their highest and best use. Property valuation should be based on fair-market value as currently defined in Kansas statute. We oppose any legislation that would artificially limit or otherwise alter commercial property appraisals to be based on hypothetical lease valuations or the dark store theory, ~~which suggests that occupied big-box stores should be valued as if vacant and available for sale or rent to a future hypothetical user~~ rather than in the current use, which is often a functioning, occupied store. ~~The Kansas Board of Tax Appeals should be required to consider all three methods of valuation – cost minus depreciation, sales comparison, and income – when determining a property's true value.~~

#### **Internet Sales Tax Collections**

~~The inability of governments to collect local option sales or compensating use tax on remote sales continues to erode a viable and fair revenue source.~~ Mission supports any state legislation that assists in collection compensating use tax (such as Internet sales tax and transient guest sales tax) encourages the Kansas Legislature to pass legislation establishing a program to help the State collect state and local sales and compensating use taxes due from in-state purchasers, to include short-term rental companies. Remitted taxes should be distributed using existing methods/formulas for the state and local governments. Mission further supports the adoption of the safe harbor provisions based on the U.S. Supreme Court decision in South Dakota v. Wayfair, Inc et al., 138 S. Ct. 2080 (2018) in order to bring tax fairness to Kansas brick-and-mortar businesses.

#### **Repeal the Property Tax Lid and Maintain Local Control Revenue and Spending Constitutional Lid on Local Government Spending**

The City of Mission opposes actions by the state to impose constitutional or statutory limits on the authority of local governments to establish appropriate levels of taxation. The City supports the repeal of the property tax lid passed by the 2015 Legislative and amended by the 2016 Legislature, as well as collaborative between local units of government and the Kansas Legislature to address legislative intent, while not impeding the City's ability to provide services desired by its constituency. ~~Arbitrary caps on taxing or spending limits the City's ability to meet the needs of its own citizens.~~ Absent repeal, the state-imposed tax lid on local governments should be modified to remove the election process and replace it with a protest petition. The City also supports additional exemptions which would make the law more workable.

## **Tax Policy**

The City supports stable revenues, and urges the Legislature to avoid applying not to further restrict the tax base, including any further limitations ~~on~~ to the ad valorem property tax base, including exceptions for specific business entities or the state/local sales tax base, as well as appraised valuation growth or industry-specific, special tax treatment through exemptions or property classification. We do not support changes in State taxation policy that would narrow the tax base, significantly reduce available funding for key programs, or put Kansas counties and cities at a competitive sales tax disadvantage with Missouri. We do not support a sales tax on professional services. We support the state's thoughtful consideration of reductions in sales tax on food and pharmaceuticals, while balancing the impact on, and obligations of, local units of government across the state.

## **Retain the Local Government Sales Tax Exemption**

Mission supports the current law that exempts local government and public construction projects from sales tax. Imposing sales tax on current government purchases and projects will have only one effect: increased local taxation. Only the State government benefits from this sales tax and our citizens would pay the bill through higher property taxes.

## **Support Maintenance of State Funding**

The issue of maintaining local government revenues is a prime concern for Mission. State transfers to local government have significantly been reduced or eliminated over the last ten to fifteen years. Mission urges for the preservation of local government revenues which pass through the State's treasury. These funds come from a longstanding partnership between local governments and the State and are generated via economic activity at the local level. Both alcoholic liquor tax funds and the local portion of motor fuel tax should not be withheld from local governments and siphoned into the State General Fund.

## **Government Policies and Procedures**

### **Constitutional Home Rule**

The City of Mission strongly oppose any alternations or limits to home rule authority and we support the full control and authority over those matters which are granted to municipalities by the Kansas Constitution.

## Redevelopment and Reinvestment in Cities~~Preserve Local Authority in the Use of Economic Development Tools~~

Mission supports current state statutes that provide the local jurisdiction's with authority both in determining how and when to use existing economic development tools and in creating new incentive programs to meet community goals. These goals are identified and supported through land-use planning, infrastructure allocation, and financial incentive tools that local communities and stakeholders develop through ongoing communication and prioritization. Each economic development or redevelopment project is unique, and may not be possible without the availability of these tools or the authority to use them. Tools such as Tax Increment Financing (TIF), the Neighborhood Revitalization Act, the Downtown Redevelopment Act, the Transportation Development District Act and the Community Improvement District Act should be maintained with maximum flexibility and allow for efficient use by communities.

### **Open Records and Open Meetings**

We believe that an open government is essential to building public confidence, and that all levels of government should be subject to the same open meeting and open records requirements. State laws governing open records should balance the public's right of access with the necessity of protecting the privacy of individual citizens, the costs of producing requested records, and the ability of public agencies to conduct their essential business functions. ~~Mission supports the current requirements of the Kansas Open Meetings Act and the permitted subject matters for executive sessions. We also support the retention of the current exceptions in the Kansas Open Records Act and the existing allowances for cost recovery for open record requests.~~

### **Preserve the Ability to Advocate and Educate**

The City supports local officials and their representatives' ability to freely participate in the legislative process to advocate and educate on issues affecting local governments. We should not be restricted on the use of public funds to accomplish this purpose. Local officials, representing their citizens and taxpayers, must retain the authority to make decisions regarding membership in organizations and to participate in the legislative process without cumbersome reporting requirements.

### **Maintain Non-Partisan Local Elections**

The City supports local elections remaining separate from state and national elections. Additionally, we are opposed to any legislation that would require local elections to be conducted with partisan identification.

### **Restore Local Control of Right-of-Way**

The City supports the ability of local governments to make decisions about the location, placement, size, and appearance of poles, towers and other wireless facilities within the community and public rights-of-way. 2016 Legislation granting the automatic placement of cell towers in city and county owned right of way, should be repealed. Regulation of the placement of cell towers should be subject to reasonable local zoning processes which review important community values such as safety and neighborhood concerns.

### **Restore Local Gun Control**

The City of Mission supports the local regulation of firearms and weapons. We believe that local government should have the ability to regulate and enforce the possession and use of weapons



within city-owned facilities, including City Hall, public parks, the outdoor pool, community center and City vehicles. The City also supports the ability of local governments to set policies regarding the carrying of weapons and firearms by their employees while they are engaged in the course of their employment. Absent any return to local control, Mission supports concealed carry training to be required for any individual who desires to conceal a firearm on their person.

## Education

### ~~K-12 Education Financing~~

~~Mission is supportive of the Kansas Legislature adequately and equitably funding primary and secondary education to a level that places Kansas among the leading states in support of a “world class” education. We support Johnson County schools in their efforts to craft a new school finance formula that supports local components and treats local property tax contributions fairly for local property taxpayers and schools. We oppose any amendment to the Kansas Constitution that would remove the State’s obligation to adequately and equitably fund Kansas’ public schools.~~

## Human Resources

### **Support Full Funding of the Kansas Public Employees Retirement System**

The City supports achieving a fully-funded public employees’ retirement system within a reasonable period of time. The State should fully fund its portion of the employer contributions at the Actuarial Required Contribution (ARC) levels and at the required times. The system should accumulate sufficient assets during members’ working lifetimes to pay all promised benefits when members retire. ~~We support current provisions as they relate to accumulated leave and other human resources policies to determine retiree benefits for both KPERS and KP&F employees.~~ Changes to the KPERS system should not impact a city’s ability to hire and retain qualified public employees, particularly in competitive employment markets.

## Infrastructure and Energy

### **Alternative Energy Sources**

As a traditional agricultural leader and a state with tremendous natural resources, Kansas is positioned to be a forerunner in renewable energy production. The City supports the use of alternative and renewable energy sources and encourages the Kansas Legislature to provide incentives for such energy sources that protect air quality and reduce dependence on oil. More specifically, the City supports policies which allow and encourage homeowners and businesses to utilize and invest in alternative energy rather than imposing fees or additional barriers which result in discouraging investment that can save residents and businesses money.

### **Energy Efficiency**

The City supports public and private incentives to encourage energy efficiency by local governments and citizens.

### **Statewide Energy Policy**

We support the development of a coordinated and comprehensive energy policy, including the use of renewables, developed with strong input from cities. We encourage the state to adopt legislation providing the mechanism and staff support for the development of such policy.

Further we support the establishment of a statewide Energy Office to support the development and implementation of statewide energy policies.

## **Comprehensive Transportation Plan**

To ensure the critical well-being of Kansas infrastructure, we urge the Kansas Legislature to follow through on the commitments in the Comprehensive Transportation Plan, also known as T-WORKS. The current funding level is far from adequate to address ongoing statewide infrastructure funding needs in areas of preservation, maintenance, and safety; therefore, it is critical for our state highway funds to be used for the purpose they are collected. Funds should be allocated strategically to ensure there is an identifiable long-term return on investment for the entire state. Additionally, because investment in growth areas is vital to creating a sustainable revenue stream that will address statewide infrastructure needs, we encourage the state to invest in more heavily in public transportation that specifically demonstrates regional coordination in both rural and urban areas, and to support innovative platforms like ridesharing to increase access to employment and educational opportunities, as well as ease congestion and delay the need for costly road expansion. We oppose any use of these funds to balance the state's General Fund budget.

## **Infrastructure Funding**

The City of Mission supports increased federal and state funding to assist local communities with their water, ~~wastewater, and~~ stormwater, ~~levee and dam~~ infrastructure and any associated security needs.

## **Human Services**

### **Investment in the Social Safety Net**

The City supports restoring funding to social services programs that provide a safety net for the most vulnerable in our communities, including without limitation those focusing on promoting child welfare and mental health services. Continued support for these programs at the state level is imperative in order to keep our communities safe, productive, and vibrant.

### **Mental Health**

Mental health is a critical component of the public safety and health of Mission's residents and all residents of the state of Kansas. Access to quality mental health services and an increasing need for these services is a growing concern of the City. The City supports increased funding for programs and services to provide enhanced training and support for police and fire departments; for public safety co-responder programs; to provide increased services to youth, for community mental health centers; and for state psychiatric hospitals. Mission advocates for the ability to establish public/private partnerships to increase provision of and access to mental health services and removing from the property tax lid the ability to fund mental health services and programs at the local level.

### **Medicaid Expansion**

The City supports the expansion of Medicaid in Kansas. ~~An estimated 150,000 additional people would be covered if the state accepted expansion.~~ Accordingly, we anticipate that statewide expansion of Medicaid will assist uninsured City residents in obtaining needed medical insurance and services.

### **Moderate Income Housing Program Needs**

Mission supports the continued funding of the Moderate Income Housing Program to promote affordable housing options. Accessibility to such housing stock is important to job growth and economic success in communities.

In addition, we support the repeal of 2016 legislation curtailing local control over inclusionary zoning policies and rental property licensing programs regulating interior inspections. Local officials, who are tasked with the responsibility to develop and maintain safe, sustainable cities and counties, should have the flexibility to address the need for affordable, varied types of housing as integral components of both their economic development and public safety duties.

### **Substance Abuse Prevention and Treatment**

We support increased funding for proven state tobacco prevention programs to improve the State's "F" grade by the American Lung Association. We also support criminal justice reform measures targeted toward the treatment of drug use as a health issue, not a criminal one.

### **Other**

#### **Amendment of the Kansas Act Against Discrimination Promotion of Equality**

Mission supports comprehensive anti-discrimination legislation that offers protections to every person in the state of Kansas without regard to age, race, religion, color, sex, disability, national origin, ancestry, military status, sexual orientation or gender identity or expressionThe City supports expanding the protections of the Kansas Act Against Discrimination, Kan. Stat. Ann. § 44-1001, *et seq.*, to protect against discrimination on the basis of sexual orientation or gender identity throughout Kansas.

#### **Increase Minimum Age for Sale and Purchase of Tobacco Products**

The City supports a statewide policy which would increase the minimum age of sale and purchase of tobacco products, e-cigarettes, vapor products and paraphernalia to 21 years. Further the City would encourage the state to prohibit or restrict the sale and distribution of flavored vaping products.

#### **Increase in Tobacco Sales Tax**

With the Kansas cigarette sales tax rate well-below the national average, the City supports a statewide increase in the tobacco sales tax as a deterrent to tobacco use.

#### **Legalization of Marijuana**

The City supports legalization of marijuana in Kansas. At a minimum, the State should adopt legalization of medical marijuana. In 2017 in neighboring Colorado, recreational and medical-use sales topped \$1.5 billion and the state collected \$247 million in taxes and fees. The City supports similar legalization and taxation in Kansas that would provide much needed sales tax revenue to the state, as well as local governments.

#### **Safe Use of Bicycles and Scooters on Public Streets**

Mission supports legislation that provides local governments the ability to facilitate the safe use of bicycles and scooters on public streets. While SB 62, passed during the 2019 legislative session, provides the "traffic regulations applicable to bicycles shall apply to electric assisted

scooters,” the City believes that modifications to K.S.A. 8-1590(d) would improve safety for use of both bicycles and electric scooters in public streets and provide clarity for the purpose of both roadway planning and enforcement issues.