

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

**WEDNESDAY, DECEMBER 2, 2020**  
**6:30 P.M.**

**Meeting Held Virtually via Zoom**

*In consideration of the COVID-19 social distancing recommendations, this meeting will be held virtually via Zoom (<https://zoom.us/join>). The public may participate with comments by using the “chat” feature, please note all statements are made visible to the group.*

*Information will be posted, prior to the meeting, on how to join at <https://www.missionks.org/calendar.aspx>. Please contact the Administrative Offices, 913-676-8350, with any questions or concerns.*

**PUBLIC HEARINGS / PUBLIC COMMENTS**

**PUBLIC PRESENTATIONS / INFORMATIONAL ONLY**

**ACTION ITEMS**

1. Acceptance of the November 4, 2020 Finance & Administration Committee Minutes - Audrey McClanahan ([page 4](#))

Draft minutes of the November 4, 2020 Finance and Administration Committee meeting are included for review and acceptance.

2. 2021 Legislative Priorities - Laura Smith/Stuart Little ([page 15](#))

Each year the City prepares a Legislative Program which outlines priorities and areas of interest or concern to be communicated to our state legislators at the outset of the legislative session. The 2020 priorities were reviewed and discussed at the November 4 Finance & Administration Committee meeting and the attached program represents the recommended 2021 Legislative Priorities for final review and approval. The priorities were reviewed and revised collaboratively with Stuart Little of LGR.

3. Mission Bowl Project - Laura Smith ([page 35](#))

- 3a. Ordinance Establishing TIF District 3A and Approving a Project Plan for the Same
- 3b. Resolution of Intent - IRBs
- 3c. Draft Redevelopment Agreement

During the December 2, 2020 Committee meeting we will present information on the draft redevelopment agreement, the Resolution of Intent to issue IRBs, and the Ordinance that would create Rock Creek Tax Increment Financing (TIF) District 3A. Final negotiations are on-going with the Developer and his team following up on a variety of sustainability goals and objectives for the project. Based on the current status of those discussions, a final report from the City's Financial Advisor will not be presented at this meeting. The balance of the discussion and review of the project will be carried over to a supplemental Finance & Administration Committee meeting on Wednesday, December 9, 2020 at 6:30 p.m.

4. Personnel Policies and Guidelines Update - Emily Randel ([page 83](#))

The City conducts an annual review and update of its Personnel Policy and Guidelines to insure compliance with current practices and state and federal laws. This item details and outlines the proposed changes to become effective January 1, 2021.

5. KERIT Workers' Compensation Insurance Renewal - Brian Scott ([page 153](#))

The City has been a member of the Kansas Eastern Regional Insurance Trust (KERIT), a workers' compensation pool, since 2009. The Trust comprises eighteen member cities and counties. Workers' compensation premiums are based on the City's annual payroll, the level of exposure to risk that certain jobs may entail, and an experience modifier that reflects past claims. The 2021 premium for workers' compensation coverage has been estimated at \$149,859, an increase of 57% over 2020 estimated. Funds in the amount of \$109,600 were included in the 2021 approved budget.

6. DTI Contract Renewal - Brian Scott ([page 156](#))

The City of Mission has had an interlocal agreement with Johnson County Department of Technology and Innovation since 2011 for the provision of computer network support. This agreement provides the City with access to the County's main network (including internet access), as well as network server back-ups, monitoring, security and general support. Staff is recommending approval of the intergovernmental agreement for 2021 at a cost of \$59,562, a 6% increase over 2020.

7. 2021 Special Alcohol Tax Fund Allocations - Brian Scott ([page 162](#))

State statutes provide that a third of the alcohol tax funds allocated to cities be placed in a Special Alcohol Tax Fund to support programs whose principal purpose is alcoholism and drug abuse prevention or treatment. The 2020 Alcohol Tax funds allocated to Mission are estimated to be \$70,000. The Drug and Alcoholism Council (DAC), a program supported by the United Community Services of Johnson County, offers grants each year to various organizations within the county that provide alcohol and drug abuse prevention and treatment programs. Staff recommends that \$50,000 of the City's Special Alcohol Tax Fund be placed with the DAC to support the programs detailed in the attached report.

8. 2021 Budget Ordinance - Laura Smith ([page 193](#))

As one of the final steps in the annual budget process, the City takes formal action to adopt the 2021 Budget by ordinance. There are no changes proposed to the budget adopted by the City Council in August.

9. Ordinance Directing City Administrator to Spend According to Budget - Laura Smith (page 195)

As part of the annual budget process, the City Council takes formal action to authorize the City Administrator to spend according to the 2021 adopted budget.

10. 2021 Cereal Malt Beverage (CMB) License Renewals (page 197)

City ordinance and Kansas statutes require that any person wishing to sell any cereal malt beverage/enhanced cereal malt beverage (CMB) at retail must obtain an annual license for each place of business.

### DISCUSSION ITEMS

11. Discussion of Recent County Public Health Order - Laura Smith (page 198)

On November 19, the Johnson County Board of Commissioners issued Public Health Order No. 002-20 which went into effect at 12:01 a.m. on Monday, November 16 in an effort to slow the spread of COVID-19 in the County. Staff have been involved in on-going conversations over the past two weeks regarding responsibility and expectations for enforcement of the order and coordination with the County. A potential agreement outlining the same is still being reviewed and discussed by the cities within the County and should be available prior to the Committee meeting for our review and discussion. In addition to the County's Public Health Order, we anticipate reviewing the City's specific operations and plans at our various facilities to determine if adjustments are necessary to aid in slowing the spread.

12. Discussion of SMSD Bond Issue - Rushton Rebuild - Ron Appletoft (no attachments)

The Council will discuss opportunities to support and educate Mission residents on the upcoming SMSD Bond issue (January 26, 2021) and the rebuild of Rushton Elementary School.

### OTHER

13. Department Updates - Laura Smith

**Debbie Kring, Chairperson**  
**Hillary Parker Thomas, Vice-Chairperson**  
**Mission City Hall, 6090 Woodson St**  
**913-676-8350**

<b>City of Mission</b>	Item Number:	1.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Audrey McClanahan

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

**RE:** November 4, 2020 Finance & Administration Committee Minutes.

**RECOMMENDATION:** Review and accept the November 4, 2020 minutes of the Finance & Administration Committee.

**DETAILS:** Minutes of the November 4, 2020 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**

November 4, 2020

The Mission Finance & Administration Committee met virtually via ZOOM on Wednesday, November 4, 2020. The following committee members were present: Hillary Thomas, Trent Boultinghouse, Arcie Rothrock, Nick Schlossmacher, Kristin Inman, Sollie Flora, Debbie Kring and Ken Davis. Mayor Appletoft was also in attendance. Councilmember Kring called the meeting to order at 6:30 p.m.

The following staff were present: City Administrator Laura Smith, Assistant City Administrator Brian Scott, City Clerk Audrey McClanahan, Assistant to the City Administrator Emily Randel, Public Works Director Celia Duran, Public Works Superintendent Brent Morton, Parks & Recreation Director Penn Almoney and Interim Police Chief Dan Madden.

### **Public Comments**

Councilmember Kring explained that this meeting is being held virtually via Zoom and participants can make a comment through the chat feature.

There were no public comments.

### **Revised Agenda**

The Committee considered a revised agenda to include a new action item regarding the Hazard Mitigation Plan Resolution.

**Moved by Davis, seconded by Rothrock** to approve the revised agenda to include action item number nine as presented. Voting AYE: Boultinghouse, Davis, Flora, Inman, Kring, Rothrock, Schlossmacher, Thomas. **Motion carried.**

### **Public Presentations**

#### **2020 Audit - SAS Letter**

Mr. Scott reported that with the year coming to an end, it was time to complete the 2020 fiscal audit which begins with a pre-audit communication with elected officials and management. The auditors will be conducting fieldwork in December and completing the audit in February. He introduced lead auditor, for the team, Emily Sheldon from Berberich Trahan & Company, P.A.

Ms. Sheldon explained that as part of the audit planning process, they will schedule a meeting either in person or by phone with the Mayor to discuss the Council's oversight of the effectiveness of internal control, any areas of concern that they need to be aware of when planning the audit or any concerns about fraud. If any issues were to rise or any instances of

non-compliance with laws, regulations that come to their attention, any disagreements with management or any serious difficulties encountered in performing the audit at the conclusion of the audit, the Company will issue a letter to the City Council that communicates certain matters that are significant and relevant in the financial reporting process.

Ms. Sheldon then discussed the policies and procedures that are in place to ensure that BT&Co. remain independent in the audit services that are provided. This includes policies that address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. Next, she explained the audit processes, starting with obtaining and understanding the City's internal controls. This is utilized to understand and identify certain risks in the city's operations and to tailor the audit approach. BT&Co. applies 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 the report.

Finally, with the conclusion of the audit, they will provide to the Council a report of any adjustments that were made as a result of the audit, as well as in the uncorrected misstatements that were noted that were not required to be recorded. While their audit will include obtaining an understanding of internal control it is not designed to provide any assurance on internal control.

### **2021 Legislative Priorities**

Ms. Smith explained that last month the Council renewed a contract with Little Government Relations (LGR) to continue to provide legislative advocacy services for 2021. Mr. Little and Ms. Lutz, of LGR, prepared a brief overview of some of the potential issues for the 2021 Legislative Session as well as a discussion over the development of Mission's 2021 Legislative Priorities.

Mr. Little explained that their position is to provide Council with likely issues which could arise in the 2021 Session which may be of interest to the City, however, there is room for uncertainty due to the COVID-19 restrictions on gathering. Items for particular interest for the 2021 Session include COVID-19 related response, energy/environment, taxes and criminal justice reform. This begins with reaction to the pandemic by updating and amending the Kansas Emergency Management Act (KEMA) to address issues such as city/county/school board authority and enforcement of executive orders. LGR will continue to monitor forthcoming recommendations from the Special Committee on Economic Recovery related to taxes, economic stimulus, etc. Also, the potentially delayed economic impact, from the ongoing pandemic which may necessitate additional funding, services for public health, school, business, and aid to local government and complicated by federal uncertainty.

Next, they explained that the League of Kansas Municipalities is exploring a potential solution for possible consideration when the transparency/tax lid repeal discussion begins again in 2021. It is aimed at being less cumbersome on local taxing entities than last year's proposed

legislation. There were a number of property tax issues pending at the end of the 2020 session with returned anticipation and the potential to receive a more favorable legislative response. Changes in political leadership and the economic situation may provide more support for these topics. Finally, the criminal justice reform evaluates topics discussed for further study and/or potential legislation. These include prohibitive fines/fees related to driver's licenses; increased access to and funding for community-based services for behavioral health and re-entry programs; mandatory training on racial history of policing; and examining various requirements for law enforcement officers.

Mr. Little reported that there are unresolved issues from the 2020 Session including enacting the public litigation coordination act to restrict contracts by public entities for legal services on a contingent fee basis, property tax transparency and tax lid repeal, and allowing municipalities to adopt an alternate budget procedure. Other legislation of interest was preempting cities and counties from prohibiting/regulating paper or plastic carry-out/single-use items and a bill that preempted cities from regulating Amazon personal package delivery devices on sidewalks and crosswalks. These bills were not passed and will require reintroduction in 2021.

Councilmember Flora asked if there were any other items that should be taken into consideration on the agenda. Mr. Little replied that the agenda is a very thorough list of issues that cover an extensive range of topics. Councilmember Flora questioned if they had received any information about a non-partisan independent redistricting commission being introduced this year. Mr. Little explained that the Governor has made a proposal and they expect there to be discussion around this topic.

### **Mission Bowl TIF Project Plan**

Bruce Kimmel, Senior Municipal Advisor with Ehlers, presented on the Mission Bowl project analysis and development agreement terms. The Developers of the Mission Bowl property requested the City consider using a variety of economic development tools to establish a public-private partnership which would be mutually beneficial for both the City and the Developer. A TIF Project Plan was submitted to the City on October 13, 2020 which was the developer's formal "ask" for incentives in the form of Tax Increment Financing (TIF).

Mr. Kimmel explained that he has been analyzing the Developer's fiscal projections to discuss possible "deal terms" for a redevelopment agreement between the City and Developer. The Developer submitted a comprehensive workbook detailing its assumptions for the project's development budget, debt and equity financing plan, unit composition and planned rents, and operating revenues and expenses – and projecting its return on investment. Ehlers determined that:

- the Mission Bowl Apartments financing plan was valid (i.e. there were no missing or unconnected pieces that caused us to question project viability);

- the Developer’s inputs and estimates were appropriate and comparable to similar apartment projects with which Ehlers is familiar; and
- there was a demonstrated “gap” and rationale for City assistance, in order to achieve a market rate of return – including some level of the Developer’s proposed sales tax exemption for construction materials and pay-as-you-go TIF reimbursements.

Mr. Kimmel explained that once he reviews these aspects of a request, he then turns his attention to any additional goals, objectives or priorities that have been expressed by the Council and staff. In the case of this project, affordable housing, potential revenue sharing between Developer/City and sustainability components were the key City priorities.

The current proposed planned “market rents” are already considered affordable to individuals with incomes at/below 80% of the Kansas City area median income (AMI). However, the goal is to reach consensus on adding units affordable to individuals earning 60% of AMI. Mr. Kimmel has been working with the developer on this issue along with options for both the Developer and the City receiving portions of the annual TIF over the maximum 20-year project term.

Mr. Kimmel then highlighted the following points which represent a working consensus of the potential terms for an agreement:

- The Developer will reserve 32 units for individuals/families with incomes at or below 60% of AMI – equaling 20% of the planned 161 total units – for 20 years from project opening (estimated Fall 2022, assuming groundbreaking Spring 2021 and an 18-month construction schedule). The guaranteed minimum affordable unit mix will comprise 16 studio units, 12 one-bedroom units, and 4 two-bedroom units, although the Developer has the option to increase the proportion of larger units affordable at 60% AMI.
- In reimbursement for TIF-eligible expenses, the Developer will receive 90% of the TIF generated by the Apartments for the first 5 years of the TIF Project, 85% for the second 5 years, 80% for the third 5 years, and 75% for the final 5 years. The City will receive the corresponding amounts (with 100% of the annual TIF distributed each year).
- The City will provide the requested Industrial Revenue Bond (IRB) sales tax exemption on construction materials, provided the Developer meets the relevant requirements.
- The Developer has completed and discussed a sustainability scorecard for the project with the City Sustainability Commission, describing the green elements anticipated for design, construction, operations, and maintenance. This includes an expected design consistent with LEED Silver standards.

Councilmember Flora asked how useful it is to have mostly studios in terms of solving affordable housing and if the TIF support would still be needed. Ms. Smith replied that she will evaluate the study that UCS is coordinating for the Johnson County housing inventory and assess how that compares with this proposal. Mr. Kimmel added that achieving 20% of the 161 units in affordable housing is a meaningful investment and working with the Developer to negotiate an



arrangement in which you have units guaranteed at 60% in the next 20 years seems appropriate.

Councilmember Thomas asked about the flexibility of having additional two-bedroom units. Mr. Kimmel explained that the Developer is agreeing to 32 units, with no less than 4 - two bedroom and 12 - one bedroom with the remainder being studios. However, they don't want to inhibit the Developer from having the ability to offer more of their one and two bedroom units. Councilmember Thomas stressed the importance of two bedrooms in an effort to highlight the importance of families that would be in need of affordable housing.

Councilmember Boultinghouse asked how a tenant's rent in an affordable unit might change if they moved into a unit in year 18 or 19? Mr. Kimmel indicated this was not something that had been specifically discussed to this point, but could be explored in more detail in future conversations with the Developer.

Councilmember Flora commented that she would like to see progression with stronger green building measures for this project.

Mr. Kimmel indicated the discussions would continue along with drafting a proposed redevelopment agreement which serves as the contract between the Developer and the City as long as there are public incentives tied to the project. The Council can expect to see more on both of these documents at the December committee meeting.

**Acceptance of the October 7, 2020  
Finance and Administration Committee Minutes**

Minutes of the October 7, 2020 Finance and Administration Committee Meetings were provided to the Committee. There being no objections or corrections, the minutes were accepted as presented.

**UCS Human Service Fund Allocation**

Ms. Scott reported that 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 \$371,776 to 15 separate agencies in Johnson County, representing a commitment of 14 participating cities and the County. The City of Mission's contribution was \$8,300. This year, the UCS Board is recommending a total allocation of \$372,376. This is an increase of \$600 or less than 1%. The City of Mission's contribution would be \$8,300. This amount has been included in the adopted 2021 budget. 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.

Councilmember Flora asked the UCS representative to address the policy of ensuring organizations comply with Cities' non-discrimination ordinances. Christina Ashie Guidry, Director of Resource Allocation from UCS, replied the Organization annually reaches out to the County and cities to update the non-discrimination policies. UCS requires all potential grantees to be educated on those policies and then sign their application that they are in compliance.

Councilmember Thomas asked if grant applications had specific questions relating to zip codes of program recipients. Ms. Guidry replied that the population right now for Mission is about 9,400 residents, in 2019, 1,072 residents accessed services. Councilmember Thomas thanked Ms. Guidry, adding that it was nice to know that Mission residents were utilizing the services.

Councilmember Davis recommended the confirmation of the 2021 UCS Human Service Fund allocation in the amount of \$8,300 be forward to Council for approval. All on the Committee agreed, this will be on the consent agenda.

### **Data Collection/Management Software Purchase for Police Department**

Interim Police Chief Madden reported that prior to the recent conversations surrounding racial equity, the Police Department had been exploring software that could make managing and digitizing the field training process as well as the overall training management process more efficient. Following the incidents that occurred around the country earlier this year, the Department recognized a need to evaluate other internal processes and data collection methods being used.

In preparing for conversations with the Council surrounding racial equality, the deficiencies in the current data collection methods were magnified immensely. While the Police Department collects and maintains data on many important topics, the data is collected in different ways, different formats, and using different programs and methods. This means the data is frequently siloed and cannot or does not communicate with other data points to give a complete picture of either an individual officers' efforts, or the efforts of the department as a whole.

As the Department engaged in self-reflection, a commitment was made to find a solution that would not only increase efficiencies internally, but also increase efforts related to reporting and transparency. Three law enforcement software data collection/management systems were evaluated, and staff recommended the purchase of the LEFTA Systems software as the one that best fits the needs of the Department.

LEFTA Systems offers the “SHIELD Suite” which includes ten modules to aid in producing data that can be used to evaluate several important data sets, as well as provide an “Early Warning System” that will flag supervisors if there are abnormalities that need to be explored. An early warning system’s intent is not solely for the purpose of discipline. An early warning system should be utilized to identify concerns before they become problems, determine training needs, but more importantly potentially identify officers who may be struggling with personal issues that are impacting their work. It is important to stay vigilant about first responder mental health issues.

Ms. Smith added that the utilized funding source will be the forfeiture fund which comes through law enforcement activity and is limited in terms of what it can be used to purchase. The purchase of this software will not have an impact on the General Fund.

Councilmember Kring asked if there would be a training component to this software. Interim Police Chief Madden explained that everyone will have accounts and depending on functions will be managed by different levels of access.

Councilmember Davis recommended the purchase of a two year contract with LEFTA Systems software for \$10,520, to be paid from the Special Law Enforcement Trust Fund, be forward to Council for approval. All on the Committee agreed, this will be on the consent agenda.

### **2020 Budget Amendment Resolution**

Mr. Scott explained that the adopted annual budget establishes the maximum expenditure authority for each fund or taxing authority for that particular fiscal year. Exceeding these expenditures without formally amending the budget is a violation of Kansas budget statutes. Furthermore, state laws require that a public hearing be held when amending the budget.

A public hearing was scheduled for the City Council meeting on November 18th and a notice was published in The Legal Record on November 3rd, 2020. The budget amendment is not the result of unanticipated or unauthorized expenditures, but rather results from the settlement of a class action lawsuit pertaining to the Transportation Utility Fee. In accordance with the settlement agreement a set amount of money had to be set aside by the City to pay for those parties that may have a claim. Once claims were submitted, certified, and paid out, the funds remaining from the set aside had to be used for transportation related expenses.

This settlement was not agreed upon until after the 2020 budget had been adopted. The budget amendment is established through a resolution and will increase the expenditure authority in the 2020 Budget for the Capital Improvement Fund from \$2,017,318 to \$2,306,000, a difference of approximately \$288,682. The Capital Improvement Fund has excess funds in fund balance that will be used to cover this increase in the expenditure maximum.

### **Property and Casualty Insurance Renewal**

Mr. Scott reported that 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 Travelers for the past three years. This year, Travelers has submitted a proposal to offer the same lines of coverage for 2021 for a cost of \$140,444, which represents an increase of 12% over the 2020 premiums (\$125,394). Automobile insurance saw the biggest increase. This is partly due to the number of vehicles that the City currently has covered, however, the excess police vehicles will be sold this winter which will result in a rebate on the insurance coverage. The primary reason for the increase is the general conditions of the insurance market for automobile coverage. Not only are vehicles becoming more expensive, but the severity of the claims paid is increasing as well due to more costly repairs.

Likewise, property coverage has been experiencing industry wide premium increases due to the frequency and severity of claims. The City was able to keep its property coverage premium the same from last year (2019) to this year (2020) by increasing its deductible from \$5,000 to \$10,000. Unfortunately, there are no similar opportunities for next year (2021). Travelers will continue to offer the same level of liability coverage that it has offered for the past few years including a \$2 million limit for each occurrence (total of \$5 million with a \$3 million umbrella policy).

Also, the City has been purchasing cyber-liability insurance coverage for the past three 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 \$3,150. This year Axis is offering the same coverage for \$3,623 (a 15% increase). The increase is due primarily to the frequency and severity of claims industry wide.

Staff recommended renewing the property and liability insurance coverage for the 2021 policy year with Travelers Insurance Company for a total of \$140,444 as well as renewing

cyber-liability coverage for the 2021 policy year with Axis Insurance Company in an amount not to exceed \$3,623.

Councilmember Davis recommended the purchase of property and liability insurance with Travelers Insurance company for the policy period of January 1, 2021 through December 31, 2021 at an estimated total annual premium not to exceed \$140,444, and cyber-liability coverage with Axis Insurance Company for an amount not to exceed \$3,623 be forward to Council for approval. All on the Committee agreed, this will be on the consent agenda.

### **Hazard Mitigation Plan Resolution**

Interim Police Chief Madden reported that The Disaster Mitigation Act of 2000 requires all political entities in the United States to have an approved Hazard Mitigation Plan in order to be eligible to receive hazard mitigation funds following a disaster. FEMA defines mitigation as: “The effort to reduce loss of life and property by lessening the impact of disasters. Mitigation is taking action now—before the next disaster—to reduce human and financial consequences later (analyzing risk, reducing risk, insuring against risk).” Effective mitigation requires understanding local risks and vulnerabilities, which include human, geographical, and topographical information.

Hazard mitigation planning is the process through which hazards that threaten communities are identified, impacts of those hazards are determined, mitigation goals and strategies are decided, and actions are prioritized and implemented. The Hazard Mitigation Plan for Johnson County documents the County's hazard mitigation planning process and identifies relevant hazards, vulnerabilities, and strategies that Johnson County and participating jurisdictions can use to decrease vulnerability and increase resiliency and sustainability.

Over the course of 2018 and 2019, Johnson County worked with local partners, Wyandotte County, Leavenworth County, and Kansas Division of Emergency Management to develop the Region L Hazard Mitigation Plan. The regional mitigation plan was approved by FEMA on October 3rd, 2019 and was formally adopted via Resolution No. 059-19 by the Johnson County Board of County Commissioners on November 7th, 2019. The City of Mission has adopted previous versions of the Region L Hazard Mitigation Plan through Resolution 797 in May, 2010, as well as Resolution 924 in August, 2014. Resolutions 797 and 924 will be repealed if this Resolution is adopted. Staff recommended the City Council pass a resolution adopting the Kansas Homeland Security Region L Hazard Mitigation Plan.

Councilmember Davis recommended the Resolution adopting the updated Kansas Homeland Security Region L Hazard Mitigation Plan be forward to Council for approval. All on the Committee agreed, this will be on the consent agenda.

**Discussion Items**

There were no discussion items.

**OTHER**

**Department Updates**

There were no Departmental Updates.

**Meeting Close**

There being no further business to come before the Committee, the meeting of the Finance and Administration Committee adjourned at 7:53 p.m.

Respectfully submitted,

Audrey M. McClanahan  
City Clerk

<b>City of Mission</b>	Item Number:	2.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>ADMINISTRATION</b>	From:	Laura Smith

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

**RE:** 2021 Legislative Priorities

**RECOMMENDATION:** Approve the 2021 Legislative Priorities for the City of Mission.

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

The 2020 Priorities were reviewed and discussed at the November 4, 2020 Finance & Administration Committee meeting with input from the City's legislative advocate Stuart Little of Little Government Relations (LGR). This provided an opportunity for Councilmembers to communicate, modify, add or delete specific policy issues they would like to see incorporated into a final 2021 Legislative Program.

Some input has been received since the November Committee meeting and staff has worked with LGR to update the 2021 Program for final Council review and consideration. Many cities in Johnson County are currently in the process of developing and discussing their legislative agendas and staff will continue to monitor those programs in the event there are additional positions we would like to communicate to our legislative representatives.

The attached 2021 Legislative Priorities are presented for final Council consideration and adoption. Red-lined and clean copies are included in the packet for your information and reference. Once adopted, they will be forwarded to our legislative representatives.

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

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



# 20210 Legislative Priorities

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

December ~~2019~~2020





December 18~~6~~, ~~2019~~2020

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 20~~21~~19 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**

Trent Boultinghouse  
Hillary Parker Thomas

### **Ward II**

Nick Schlossmacher  
Arcie Rothrock

### **Ward III**

Kristin Inman  
Debbie Kring

### **Ward IV**

Sollie Flora  
Ken Davis



## 2020<sup>1</sup> Legislative 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. 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 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 appraisals based on fair market value as historically used in Kansas and opposes caps in property valuations as unconstitutional and inequitable. ~~proven techniques to value commercial properties at their highest and best use. Property valuation should be based on fair market value. We oppose legislation that would artificially limit or otherwise alter commercial property appraisals to be based on hypothetical lease valuations or the dark store theory, rather than in the current use, which is often a functioning, occupied store.~~

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

The inability of governments to collect local option sales or compensating use tax on remote sales continues to erode a fair and viable revenue source. Mission supports any state legislation that assists in collecting state and local sales and compensating use taxes ~~(such as Internet sales tax and transient guest sales tax)~~ 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 Over Revenue and 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. Discretion and flexibility are important components of responsible and effective fiscal management, ensuring that local elected leaders can respond appropriately to the priorities of their constituents. Arbitrary caps on taxing and spending limits restricts that ability. Any additional transparency measures should not be burdensome or costly. 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. 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 any further limitations to the ad valorem property tax base, including exceptions for specific business entities or the state/local sales tax base, as well as 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. Changes to tax policies should not be undertaken without a full understanding of the overall impact upon all taxpayers, taxing entities, and the sources and amounts of tax revenues to be generated or eliminated by such policy changes. Sales tax exemptions should be limited to those for which the benefit outweighs the tax dollars lost.

## **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 are critical to local service delivery with uses limited to appropriate statutory purposes, and 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**

Mission supports current state statutes that provide the local jurisdiction 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.

### **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. Representatives from cities provide facts and information crucial to intergovernmental relations, and as such, should have the same rights and responsibilities as private interest lobbyists. 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 at the state or local level, but. 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 state restoration of concealed carry training, permitting and background

checks, to be required for any individual who desires to conceal a firearm on their person.

## Education

### **K-12 Education Financing**

As the State legislature continues to refine a funding formula, Mission requests the State fund special education at the required statutory levels and we support a fair and equitable plan that provides for the quality of education our residents expect. ~~We oppose any amendment to the Kansas Constitution that would remove the State's obligation to adequately and equitably fund Kansas' public schools.~~

## Public Employees

### **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. Changes to the KPERs system should not impact a city's ability to hire and retain qualified public employees, particularly in competitive employment markets.

## Environment 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**

Energy efficiency saves money, drives investment across all sectors of the economy, creates jobs, and reduces the environmental impact of energy use. Accordingly, ~~T~~the City supports public and private incentives to encourage energy efficiency by local governments and citizens.

### **Statewide Energy Policy/Plan**

We support the development of a coordinated and comprehensive energy policy/plan, 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. Further, we support creative and cooperative implementation of renewable energy and energy efficient technologies that are environmentally sustainable and economically successful.

## **Recognition of Financial Risks Posed by Climate Change**

We recognize that climate change is an increasing threat to Kansans' health, safety and prosperity. The ongoing climate crisis poses a substantial financial risk to cities that demands coordinated action at all levels of government. Mission supports state investment in and commitment to rapidly decarbonizing our electricity, transportation, agriculture and buildings sectors, so that Kansas can build community resilience and mitigate the financial impacts of climate change on cities

### **Innovative Green Technologies**

The City would like to encourage the state to investigate and adopt innovative green technologies to drawdown greenhouse gas emissions and/or sequester carbon dioxide including for example carbon dioxide mineralized concrete and photocatalytic concrete technology.

## **Infrastructure**

### **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. Mission supports full funding of the Eisenhower Legacy Transportation Program. We oppose any use of these funds to balance the state's General Fund budget, and any reduction in funding that jeopardizes existing programs.~~

### **Electric Charging Station Infrastructure**

We support the expansion of electric charging station infrastructure throughout the state in order to increase the pace of electric vehicle adoption and positively impact local communities. WE support a change to allow sales of electricity at EV charging stations and for EV charging stations to not be classified as regulated utilities.

### **Transportation Maintenance**

Because transportation infrastructure is critical to state and local development activities, Mission supports the continued maintenance of the transportation infrastructure in Kansas. We further support continued funding for multimodal transportation networks, including for mass transit, biking and walking infrastructure.

### **Infrastructure Funding**

The City of Mission supports increased federal and state funding to assist local communities



with their water and storm water infrastructure and any associated security needs.

## **Building Codes**

Mission opposes any measures to preempt local building energy codes with respect to prohibiting the incentivization or requirement of net zero or net zero-ready buildings.

## **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, and can aid in preventing more substantial costs in the future.-

### **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. Accordingly, we anticipate that statewide expansion of Medicaid will assist uninsured City residents in obtaining needed medical insurance and services.

### **Housing Needs**

Mission supports the continued funding ~~of the Moderate Income Housing Program to promote~~ and promotion of 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

### **Promotion of Equity and 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. We continue to support and encourage statewide efforts like the formation of the Governor's Commission on Racial Equity and Justice to help advance racial equity in our local communities. ~~or The 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 which should be subject to existing state and local sales tax and cities should be able to levy their own excise fees and receive a portion of any state funds to offset the impact of medical marijuana. City should have the ability to opt-in to allowing dispensaries in their City. ~~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.~~

### **Municipal Court**

The City supports increased use of audio-visual technology to allow greater flexibility and access to the judicial system.



## **Pandemic Response and Recovery**

We support state policies and funding in response to the current pandemic and eventually recovery that effectively balance state and local relations in the best interest of protecting the public health, preserving community and promoting safe economic recovery and growth. Any changes to the Kansas Emergency Management Act should balance city and county authority and additionally should clarify enforcement and sanctions related to public health violations. Long-term federal and state assistance whether financial, resources, access to vaccination, recovery, and redevelopment should all be grounded through local government input and flexible to local government needs.



# 2021 Legislative Priorities

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

December 2020



December 16, 2020

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 2021 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**

Trent Boultinghouse  
Hillary Parker Thomas

### **Ward II**

Nick Schlossmacher  
Arcie Rothrock

### **Ward III**

Kristin Inman  
Debbie Kring

### **Ward IV**

Sollie Flora  
Ken Davis



## 2021 Legislative 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. 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 in the interests of our elected representatives and on behalf of those who live and work in our community.*

---

### **Finance and Taxation**

#### **Alternative Property Valuation**

The City supports appraisals based on fair market value as historically used in Kansas and opposes caps in property valuations as unconstitutional and inequitable.

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

The inability of governments to collect local option sales or compensating use tax on remote sales continues to erode a fair and viable revenue source. Mission supports any state legislation that assists in collecting 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.

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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. Discretion and flexibility are important components of responsible and effective fiscal management, ensuring that local elected leaders can respond appropriately to the priorities of their constituents. Arbitrary caps on taxing and spending limits restricts that ability. Any additional transparency measures should not be burdensome or costly.

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or the state/local sales tax base, as well as 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. Changes to tax policies should not be undertaken without a full understanding of the overall impact upon all taxpayers, taxing entities, and the sources and amounts of tax revenues to be generated or eliminated by such policy changes. Sales tax exemptions should be limited to those for which the benefit outweighs the tax dollars lost.

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Mission supports current state statutes that provide the local jurisdiction 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.

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The City of Mission supports the regulation of firearms and weapons at the state or local level, but 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 state restoration of concealed carry training, permitting and background checks, to be required for any individual who desires to conceal a firearm on their person.

## **Education**

### **K-12 Education Financing**

As the State legislature continues to refine a funding formula, Mission requests the State fund special education at the required statutory levels and we support a fair and equitable plan that provides for the quality of education our residents expect.

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### **Alternative Energy Sources**

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### **Innovative Green Technologies**

The City would like to encourage the state to investigate and adopt innovative green technologies to drawdown greenhouse gas emissions and/or sequester carbon dioxide including for example carbon dioxide mineralized concrete and photocatalytic concrete technology.

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Because transportation infrastructure is critical to state and local development activities, Mission supports the continued maintenance of the transportation infrastructure in Kansas. We further support continued funding for multimodal transportation networks, including for mass transit, biking and walking infrastructure.

## **Infrastructure Funding**

The City of Mission supports increased federal and state funding to assist local communities with their water and storm water infrastructure and any associated security needs.

## **Building Codes**

Mission opposes any measures to preempt local building energy codes with respect to prohibiting the incentivization or requirement of net zero or net zero-ready buildings.

## **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, and can aid in preventing more substantial costs in the future.

### **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. Accordingly, we anticipate that statewide expansion of Medicaid will assist uninsured City residents in obtaining needed medical insurance and services.



## **Housing Needs**

Mission supports the continued funding and promotion of 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**

### **Promotion of Equity and Equality**

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### **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 which should be subject to existing state and local sales tax and cities should be able to levy their own excise fees and receive a portion of any state funds to offset the impact of medical marijuana. City should have the ability to opt-in to allowing dispensaries in their City

### **Municipal Court**

The City supports increased use of audio-visual technology to allow greater flexibility and access to the judicial system.

### **Pandemic Response and Recovery**

We support state policies and funding in response to the current pandemic and eventually recovery that effectively balance state and local relations in the best interest of protecting the

public health, preserving community and promoting safe economic recovery and growth. Any changes to the Kansas Emergency Management Act should balance city and county authority and additionally should clarify enforcement and sanctions related to public health violations. Long-term federal and state assistance whether financial, resources, access to vaccination, recovery, and redevelopment should all be grounded through local government input and flexible to local government needs.

<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Laura Smith

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

**RE:** Two public hearings and an Ordinance making certain findings and (1) removing property from Rock Creek Redevelopment District No. 3; (2) dividing Rock Creek Redevelopment District No. 3 into two redevelopment districts; (3) adopting a redevelopment project plan for Rock Creek Redevelopment District No. 3A; and (4) approving execution of a Redevelopment Agreement with Mission Bowl Apartments, LLC and a Resolution of Intent to Issue Industrial Revenue Bonds (IRBs) all in connection with the Mission Bowl Redevelopment Project.

**RECOMMENDATION:** Hold the public hearings scheduled for December 16, 2020, consider the Ordinance and Resolution as presented.

**DETAILS:** The developers of the Mission Bowl property have requested the City consider using a variety of economic development tools to establish a public-private partnership which would be mutually beneficial for both the City and the Developer. A TIF Project Plan was submitted to the City on October 13, 2020 which was the developer's formal "ask" for incentives in the form of Tax Increment Financing (TIF). In addition, the developer has requested the issuance of IRB's for the sole purpose of a sales tax exemption on construction materials.

The TIF Project Plan was considered by the Planning Commission on October 26, 2020 and determined to be in compliance with the City's comprehensive use plan. At the November 4, 2020 Finance & Administration Committee meeting, the City's Financial Advisor Bruce Kimmel provided an update on the status of the negotiations with the developers related to their request for incentives and an overview of the deal points that have tentatively been negotiated based on Council and staff input over the past several months. Mr. Kimmel's previous memo is included in the packet.

Since the November 4 meeting, conversations have continued with the developer specifically as it relates to potential sustainability goals and objectives for the project. We continue to make progress in addressing these issues, but at this time we are not yet prepared to present Mr. Kimmel's final summary and analysis. However, in an effort to keep the discussions moving forward toward the public hearing scheduled for December 16, 2020 we wanted to review the draft of the Redevelopment Agreement (with a placeholder for the sustainability items) as well as the draft of the Ordinance that will be considered on December 16 which creates Rock Creek TIF District 3A, approves a TIF Project Plan for the same and approves execution of the redevelopment agreement. Additionally, a Resolution of Intent to issue Industrial Revenue Bonds (IRBs) will also be reviewed.

Related Statute/City Ordinance:	Various (see narrative above)
Line Item Code/Description:	NA
Available Budget:	NA

<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Laura Smith

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

## **Ordinance**

In 2006, the City established the Rock Creek Tax Increment Financing (TIF) District (via Ordinance Nos. 1190 and 1195). The District contained approximately 71 acres of property, which generally follows the Rock Creek Floodplain from Roe to Lamar. The 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 (via Ordinance No. 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. In November 2019, the district was further divided into five redevelopment districts (via Ordinance No. 1508) to provide for separate calculation of TIF increment in each redevelopment district.

Mission Bowl Apartments, LLC (the “Developer”), has submitted to the City a TIF application for the redevelopment of the former Mission Bowl site into a multifamily project. The Developer seeks to subdivide Redevelopment District No. 3 into two redevelopment districts (3A and 3B) to provide for separate calculation of TIF increment at the Developer’s project site.

The City Council adopted Resolution No. 1063 on November 4, 2020, calling two public hearings on this date relating to the subdivision of Redevelopment District No. 3 and the adoption of a TIF project plan for Redevelopment District No. 3A. Those public hearings are scheduled to occur at the December 16, 2020 City Council meeting.

Following the two public hearings, the Ordinance will be considered for passage, which requires a 2/3 vote of the Council. The Ordinance will provide the following:

1. Removal of two parcels from Redevelopment District No. 3 (commonly known as the cell tower site and the Johnson County Wastewater lift station).
2. Divide the remaining area of Redevelopment District 3 into Redevelopment District Nos. 3A and 3B.
3. Adopt a redevelopment project plan for Redevelopment District No. 3A relating to the Developer’s project.
4. Approve the execution of the Redevelopment Agreement between the City and the Developer.

Related Statute/City Ordinance:	Various (see narrative above)
Line Item Code/Description:	NA
Available Budget:	NA

<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Laura Smith

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

If the Ordinance is passed, the 20-year TIF clock for the single project site within Redevelopment District No. 3A would begin upon publication of the Ordinance.

### **Resolution of Intent to Issue IRBs**

In addition to the request for Tax Increment Financing, the Developer has also made formal application to request the issuance of IRB's for the sole purpose of a sales tax exemption on construction materials. The City's Bond Counsel, Gilmore & Bell, has prepared a Resolution which establishes the intent and authority of the City to proceed with the transaction.

The IRBs and the associated interest shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement. The bonds are not a general obligation of the City, and are not backed by the full faith and credit of the City. The bonds are not payable in any manner by taxation, but shall be payable solely from the funds provided for in the Indenture. The Resolution anticipates the issuance of bonds in an amount not to exceed \$30,000,000.

The issuance of the bonds shall not directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation or to make any appropriation for their payment. **The City is in no way responsible for the repayment of these bonds.**

### **Redevelopment Agreement**

As discussed in previous meetings, the redevelopment agreement is the document which captures all of the "deal points" of the project as negotiated and serves as the formal contract between the Developer and the City. The attached draft was prepared by Pete Heaven and has been circulated to the developer's attorneys for review and comment.

Mr. Heaven will provide a brief summary and overview of the document which will assist the Council and the public in quickly referencing the sections of the agreement which capture and articulate the expectations for the project. Several of those key sections (as related to the key deal points outlined in Mr. Kimmel's November 4 memo) are highlighted below.

Related Statute/City Ordinance:	Various (see narrative above)
Line Item Code/Description:	NA
Available Budget:	NA

<b>City of Mission</b>	Item Number:	3.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Laura Smith

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

Section 2.04 – Construction Obligations (Tied to Exhibit C)

- Demolition of existing structure by 3/1/21
- Project Completion by 8/1/23

Section 2.11 Affordable Housing Requirements

- 20 years after completion
- 32 apartments (including specific minimums for 1- and 2-bedroom units)
- 60% of AMI (KC Area)
- Annual reporting requirements

Section 3.02 Funding

- Pay as you go reimbursement – no bonds
- TIF Revenue sharing between Developer and City as follows:
  - 90% (Developer)/10% (City) - 1<sup>st</sup> 5 years
  - 85% (Developer)/15% (City) - 2<sup>nd</sup> 5 years
  - 80% (Developer)/20% (City) - 3<sup>rd</sup> 5 years
  - 75% (Developer)/25% (City) - 4<sup>th</sup> 5 years

Section 9.01 Events of Default

- Failure to timely complete construction
- Failure to maintain insurance
- Failure to attain Affordable Housing Requirements
- Failure to attain Sustainability Requirements
- Failure to perform other duties under the Development Agreement
- 60 day cure period after Notice of Default Provided

Section 9.02 Remedies for Default

- Withhold reimbursements
- Terminate the Development Agreement
- Terminate the TIF District
- Any other remedy in law or equity

At the Finance & Administration Committee meeting on December 9, 2020 any remaining issues or questions will be addressed with the goal of continuing to advance these items to the December 16, 2020 City Council meeting.

**CFAA CONSIDERATIONS/IMPACTS: NA**

Related Statute/City Ordinance:	Various (see narrative above)
Line Item Code/Description:	NA
Available Budget:	NA

(Published in *The Legal Record* on December 22, 2020)

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, KANSAS, MAKING CERTAIN FINDINGS AND (1) REMOVING CERTAIN REAL PROPERTY FROM ROCK CREEK REDEVELOPMENT DISTRICT NO. 3; (2) DIVIDING ROCK CREEK REDEVELOPMENT DISTRICT NO. 3 INTO TWO REDEVELOPMENT DISTRICTS; (3) ADOPTING A REDEVELOPMENT PROJECT PLAN FOR REDEVELOPMENT DISTRICT NO. 3A; AND (4) APPROVING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY AND MISSION BOWL APARTMENTS, LLC.**

**WHEREAS**, the City of Mission, Kansas (the “City”), is a city of the second class organized and existing under the constitution and laws of the State of Kansas; and

**WHEREAS**, the City established the Rock Creek Redevelopment District pursuant to K.S.A. 12-1770 *et seq.* (the “Act”), approved by the City on January 11, 2005 and amended on February 8, 2006, by the City Council’s (the “Governing Body”) passage of Ordinance No. 1190 and Ordinance No. 1195, respectively; and

**WHEREAS**, pursuant to Ordinance No. 1508 passed by the Governing Body on November 18, 2019, the City divided the Rock Creek Redevelopment District into five separate redevelopment districts, including Rock Creek Redevelopment District No. 3 (Mission Mart and Bowl) (“Redevelopment District No. 3”); and

**WHEREAS**, the City has not previously considered or adopted any redevelopment project plans within Redevelopment District No. 3; and

**WHEREAS**, the City has determined that it is necessary and desirable to remove certain property from Redevelopment District No. 3, as depicted and legally described on **Exhibit A** (the “Removed Property”); and

**WHEREAS**, the City has determined that it is necessary and desirable to divide the remaining land of Redevelopment District No. 3 into two separate redevelopment districts pursuant to K.S.A. 12-1771(h) and to adopt the Tax Increment Financing Redevelopment Project Plan for Rock Creek Redevelopment District No. 3A (the “Project Plan”); and

**WHEREAS**, the Governing Body adopted Resolution No. 1063 on November 4, 2020, establishing this date as the date for the public hearings to consider the division of Redevelopment District No. 3 into two redevelopment districts and the adoption of the Project Plan; and

**WHEREAS**, notice of the public hearings was given as required by the Act, and the public hearings were held and closed on this date; and

**WHEREAS**, the Governing Body hereby finds and determines it to be necessary and advisable to divide Redevelopment District No. 3 into two redevelopment districts and adopt the Project Plan; and

**WHEREAS**, in connection with Redevelopment District No. 3A and the Project Plan, the Governing Body further finds and determines it to be necessary and advisable to enter into the Redevelopment Agreement between the City and Mission Bowl Apartments, LLC (the “Redevelopment Agreement”).

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

**Section 1. Findings.** The Governing Body hereby finds that all required notices for the public hearings were disseminated in accordance with the Act, and that the conservation, development or redevelopment of Redevelopment District No. 3 as divided herein is necessary to promote the general and economic welfare of the City.

**Section 2. Removal.** Pursuant to K.S.A. 12-1771(g), the Governing Body hereby removes the Removed Property from Redevelopment District No. 3. The Governing Body makes a legislative finding that the Removed Property constitutes less than 15% of the land area of Redevelopment District No. 3 and therefore the “base assessed value” of Redevelopment District No. 3 shall remain unchanged.

**Section 3. Divide Redevelopment District No. 3.** The Governing Body hereby finds that it is necessary and desirable to divide Redevelopment District No. 3 into two 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. 3A.** 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. 3B.** 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.

**Section 4. Project Plan.** The Governing hereby adopts the Project Plan governing redevelopment of the real property in Redevelopment District No. 3A, which is shown on the map attached as **Exhibit A** and legally described in **Exhibit B**. The Governing Body finds and determines that the Project Plan does not require a relocation assistance plan under the Act.

**Section 5. Redevelopment Agreement.** The Governing Body hereby approves the Redevelopment Agreement in substantially the form presented to and reviewed by the Governing Body, and the City is hereby authorized to execute and deliver the Redevelopment Agreement with such changes therein (including the dated date thereof) as shall be approved by the officials of the City executing such document, such officials’ signatures thereon being conclusive evidence of their approval and the City’s approval thereof.

**Section 6. Further Authority.** The Mayor, City Administrator, Finance Director, City Clerk and other officials and employees of 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. Effective Date.** This Ordinance shall take effect and be in force from and after its passage by 2/3 vote of the Governing Body and publication as provided by law.

[Balance of page intentionally left blank]

**PASSED** by 2/3 vote of the Governing Body this December 16, 2020.

**SIGNED** by the Mayor this December 16, 2020.

(SEAL)

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Ronald E. Appletoft, Mayor

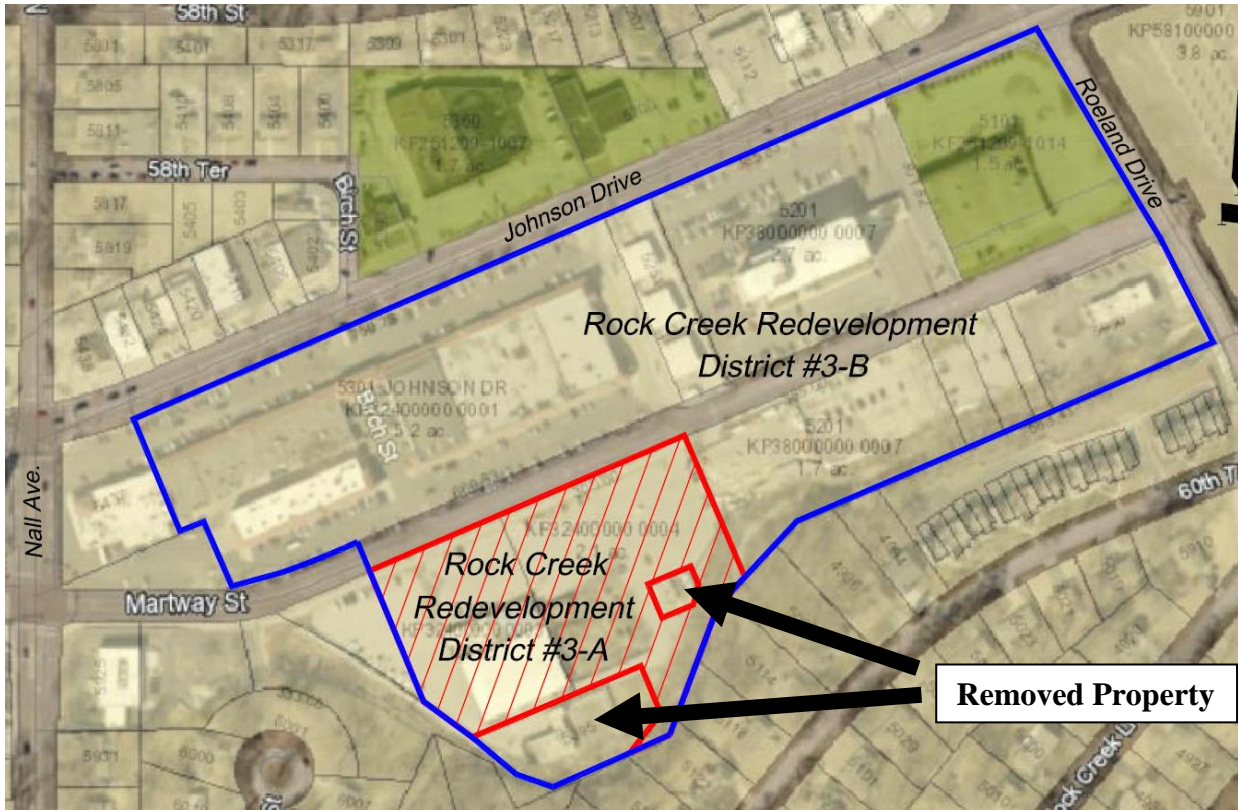
ATTEST:

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Audrey McClanahan, City Clerk

**EXHIBIT A**

**MAP OF REDEVELOPMENT DISTRICTS NO. 3A AND 3B AND REMOVED PROPERTY;  
LEGAL DESCRIPTIONS OF REMOVED PROPERTY**



(Cross-hatched area indicates property within Rock Creek Redevelopment District No. 3A)

**LEGAL DESCRIPTIONS OF REMOVED PROPERTY:**

Lot 1, MISSION CELL TOWER, a subdivision in the City of Mission, Johnson County, Kansas.  
(Parcel ID: KP24950000 0001)

Lot 16, MISSION VILLAGE BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas.  
(Parcel ID: KP38000000 0016)

## EXHIBIT B

### LEGAL DESCRIPTIONS OF REDEVELOPMENT DISTRICTS NO. 3A AND 3B

#### REDEVELOPMENT DISTRICT NO. 3A:

That part of Lot 3 and all of Lot 4, MISSION MART, a subdivision in the City of Mission, Johnson County, Kansas, described as follows: Beginning at the Northeast corner of said Lot 4; thence South 23 degrees, 08 minutes, 34 seconds East along the Easterly line of said Lot 4, 232.57 feet to the Southeast corner of said Lot 4; thence South 42 degrees, 51 minutes, 45 seconds West along the Southerly line of said Lot 4, 62.64 feet; thence South 20 degrees, 30 minutes, 00 seconds West along said Southerly line, 205.00 feet; thence South 65 degrees, 20 minutes, 00 seconds West along said Southerly line, 60.00 feet; thence North 33 degrees, 49 minutes, 10 seconds East along the Southerly line of said Lot 4, 74.78 feet; thence North 23 degrees, 08 minutes, 34 seconds West along said Southerly line, 75.00 feet; thence South 66 degrees, 51 minutes, 26 seconds West along the Southerly line of Lot 4 and Lot 3, 276.00 feet to the Southwesterly corner of said Mission Mart; thence North 23 degrees, 08 minutes, 34 seconds West along a line that is 47.08 feet Northeast of the Westerly line of said Lot 3, as measured perpendicular to and parallel with said Westerly line, 292.22 feet to a point on the Northerly line of said Lot 3; thence North 66 degrees, 51 minutes, 26 seconds East along the Northerly line of said Lot 3 and Lot 4, 472.00 feet to the Point of Beginning, EXCEPT that part platted as MISSION CELL TOWER, a subdivision in the City of Mission, Johnson County, Kansas. Containing 138,146.6 square feet, or 3.171 acres, more or less.

#### REDEVELOPMENT DISTRICT NO. 3B:

##### **Parcel Id.: KR251209-1018**

All that part of the South ½ of the Northwest ¼ 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 ¼ of the Southwest ¼ of said Section 9; thence North (assuming bearing of due North-South), a distance of 3.70 feet to a point on the West line of the Southwest ¼ of the Northwest ¼ 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.: KF251209-1011 and KF251209-1014**

Commencing at the northwest corner of the northwest ¼ of the Southwest ¼ 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 ¼ of the northwest ¼ 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 ½ of the Northwest ¼ 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 ¼ of the Southwest ¼ of said Section 9; run thence North (this and all subsequent bearing being in relation to the West line of the Southwest ¼ 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 ½ of the Northwest ¼ 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 ¼ of the Southwest ¼ of said Section 9; thence run North (this and all subsequent bearings being in relation to the West line of the Southwest ¼ 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 County, 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.: KP38000000 0007 – 5201 Johnson Drive**

Lots 7, 8, 9, 10, 21 through 23, except the East 10 feet thereof, and the east 95 feet of Lot 20, MISSION VILLAGE BLOCK 5, a subdivision in the City of Mission, Johnson County, Kansas, according to the recorded plat.

**Parcel Id.: KP38000000 0005 and KP38000000 0006**

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

**Parcel Id.: KP32400000 0001**

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

**Parcel Id.: KP38000000 0023B; KP38000000 0024; KP38000000 0025; and KP38000000 0025A**

All of Lots 24, 25 and 26, and the East 10 feet of Lot 23, all in Block 5, MISSION VILLAGE, a Subdivision in the City of Mission, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeasterly corner of said Lot 26, thence South 31 degrees 28 minutes 08 seconds East, along the Easterly line of said Lot 26, 137.74 feet to a point of curvature; thence Southeasterly along said Easterly line, on a curve to the right being tangent to the last described course having a radius of 440 feet, and an arc length of 48.65 feet to the Southeasterly corner of said Lot 26; thence South 66 degrees 41 minutes 50 seconds West along the Southerly line of said Lots 23 thru 26, 413.42 feet; thence North 23 degrees 03 minutes 34 seconds West, 185.87 feet to a point on the Northerly line of said Lot 23; thence North 66 degrees 51 minutes 26 seconds East, along the Northerly line of said Lots 23 thru 26, 389.09 feet to the point of beginning.

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

**RESOLUTION DETERMINING THE INTENT OF THE CITY OF MISSION, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AGGREGATE AMOUNT NOT TO EXCEED \$30,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A MULTIFAMILY RESIDENTIAL FACILITY FOR THE BENEFIT OF MISSION BOWL APARTMENTS, LLC AND ITS SUCCESSORS AND ASSIGNS**

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**WHEREAS**, the City of Mission, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

**WHEREAS**, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

**WHEREAS**, Mission Bowl Apartments, LLC, a Kansas limited liability company, has requested that the City finance the cost of acquiring, constructing and equipping a multistory, multifamily residential project consisting of approximately 160 units (the “Project”) through the issuance of its industrial revenue bonds in the amount not to exceed \$30,000,000 (the “Bonds”), and to lease the Project to Mission Bowl Apartments, LLC, a Kansas limited liability company, or its successors and assigns (collectively, the “Company”) in accordance with the Act; and

**WHEREAS**, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of the Bonds under the Act in a principal amount not to exceed \$30,000,000, said Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company.

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

**Section 1. Approval of Project.** The governing body of the City hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the City, and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be generally located south of Martway Street between Nall Avenue and Roeland Drive at the former site of Mission Bowl within the City.

**Section 2. Intent to Issue Bonds.** The governing body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of the Bonds in a principal amount not to exceed \$30,000,000 to be issued pursuant to the Act.

**Section 3. Provision for the Bonds.** Subject to the conditions of this Resolution, the City expresses its intent to (i) issue the Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable

for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

**Section 4. Conditions to Issuance.** The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the City, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the City's policies relating to the issuance of industrial revenue bonds; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

**Section 5. Sale of the Bonds.** The sale of the Bonds shall be the responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be acceptable to the City.

**Section 6. Limited Obligations of the City.** The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds, as provided in the Indenture. The Bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

**Section 7. Required Disclosure.** Any disclosure document prepared in connection with the placement or offering of the Bonds shall contain substantially the following disclaimer:

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE CITY CONTAINED UNDER THE CAPTIONS "THE CITY" AND "LITIGATION - THE CITY" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE CITY, AND THE CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

**Section 8. Authorization to Proceed.** The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, and upon compliance with the other requirements of this Resolution, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

**Section 9. No Reliance on Resolution.** Kansas law provides that the City may only issue the Bonds by passage of an Ordinance and compliance with other state law requirements. The City has not yet passed an Ordinance for the Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be passed or that the Project will be approved.



**Section 10. Termination of Resolution.** This Resolution shall terminate three years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the City for the Project. The City, upon the written request of the Company, may extend this time period.

**Section 11. Benefit of Resolution.** This Resolution will inure to the benefit of the City and the Company. The Company may, with the prior written consent of the City, assign all or a portion of its interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

**Section 12. Further Action.** Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

**Section 13. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the City Council.

**ADOPTED** this 16<sup>th</sup> day of December, 2020.

**CITY OF MISSION, KANSAS**

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

[SEAL]

ATTEST:

\_\_\_\_\_  
Audrey McClanahan, City Clerk

**REDEVELOPMENT AGREEMENT**

**The City of Mission, Kansas**

**And**

**Mission Bowl Apartments, LLC**

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**Draft**

**THIS REDEVELOPMENT AGREEMENT** (this “Agreement”), is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2020 by and between the **CITY OF MISSION, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (“City”), and **MISSION BOWL APARTMENTS, LLC**, a limited liability company (“Developer”).

### RECITALS

A. City has authority to create a tax increment financing district (“TIF”), pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “TIF Act”), for the purpose of financing certain projects described in the TIF Act.

B. Developer is the owner or contract purchaser of a certain tract of land in City located at or about 5399 Martway Street, Mission, Kansas, which is planned to be redeveloped for a multi-family residential project (the “Project”). A legal description of the boundaries of the Project is set forth on **Exhibit A** attached hereto (the “Property”).

D. In 2006, the City created the Rock Creek Redevelopment District through the adoption of Ordinance No. 1190 (January 11, 2006) and Ordinance No. 1195 (February 8, 2006); the Rock Creek Redevelopment District includes the Property.

E. On November 18, 2019, the City adopted Ordinance No. 1508, which divided the original Rock Creek Redevelopment District into five (5) redevelopment districts, and designated the Property to be in Rock Creek Redevelopment District No. 3.

F. On December 16, 2020, the City adopted Ordinance No. \_\_\_\_\_, which divided Rock Creek Redevelopment District No. 3 to create two (2) redevelopment districts, designated the Property to be in Rock Creek Redevelopment District No. 3A (the “District”), and approved the adoption of the Tax Increment Financing Redevelopment Project Plan – Rock Creek Redevelopment District No. 3A (“Project”) to be financed with Pay-As-You-Go Reimbursement from real property tax increment, a copy of which is attached hereto as **Exhibit B**.

H. City and Developer now desire to enter into this Agreement to address issues regarding implementation of the Project.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **ARTICLE I**

#### **DEFINITIONS AND RULES OF CONSTRUCTION**

##### **Section 1.01. Definitions of Words and Terms.**

In addition to words and terms defined elsewhere in this Agreement, the following capitalized words and terms as used in this Agreement shall have the following meanings:

**“Base Year Assessed Valuation”** means the assessed valuation of the District on the date that the Rock Creek Redevelopment District was originally established, which the parties agree is \$\_\_\_\_\_.

**“Captured Taxes”** means the incremental ad valorem property tax revenue captured under K.S.A. 12-1774(a)(1)(A). The term Captured Taxes shall not include any special assessments levied upon the Redevelopment District.

**“Captured Tax Fund”** means the separate fund established by City for deposit of the Captured Taxes.

**“City”** means the City of Mission, Kansas.

**“City Representative”** means the City Administrator of City, or such other person or persons at the time designated to act on behalf of the City Administrator in matters relating to this Agreement.

**“City District Expenses”** means all reasonable documented, out-of-pocket administrative expenses incurred in connection with the Project, including attorney’s fees, consultant’s fees, postage, mileage, copying costs, recording costs and similar expenses.

**“Consent”** means a written document evidencing agreement or concurrence with the performance of an act.

**“Developer”** means Mission Bowl Apartments, LLC and its permitted successors and assigns.

**“Developer Financing”** means the nonpublic financing of a portion of the costs of the Project by Developer from Developer’s equity and/or conventional loans.

**“Developer Representative”** means Banks Floodman or such other person or persons at the time designated to act on behalf of Developer in matters relating to this Agreement as evidenced by a written certificate furnished to City containing the specimen signature of such person or persons and signed on behalf of Developer.

**“Development Schedule”** means the development schedule attached as **Exhibit C**.

**“Infrastructure Improvements”** means demolition, grading, utility installation, internal road paving and guttering, stormwater management and other similar improvements to the real property within the District to make such real estate “pad ready” for vertical construction of the Project.

**“IRBs”** means the Industrial Revenue Bonds issued under the IRB Act and described in Section 3.01 below.

**“Pay-As-You-Go Reimbursement”** means the reimbursement of Private Eligible Project Costs with Captured Taxes from time to time as such expenses are incurred and documented as provided herein and in accordance with the TIF Act.

**“Private Eligible Project Costs”** means “redevelopment project costs” as defined in the TIF Act and as set forth in the approved Project Plan, and including the categories of expenses set forth on **Exhibit D**, incurred by Developer.

**“Project”** means the improvements described in the Project Plan and Zoning Approvals.

**“Project Budget”** means the project budget attached hereto as **Exhibit D** as amended from time to time in accordance with this Agreement.

**“Public Eligible Costs”** means City District Expenses and other “redevelopment project costs” as defined in the TIF Act incurred by the City.

**“Related Entity”** means any entity in which the ownership or membership of such entity is controlled by Developer or the majority owners or members of Developer. For purposes hereof, “control” shall mean the power to direct or cause the direction of the management or policies of such entity.

**“Zoning Approvals”** means the approvals granted and associated preliminary development plan approvals, as may be revised and approved, and such final development plan and plat approvals as may be approved by City from time to time.

**Section 1.02. Rules of Construction.**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- C. All references herein to “generally accepted accounting principles” refer to such principles in general on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

## ARTICLE II

### CONSTRUCTION OF PROJECT

#### **Section 2.01. Authorization to Construct.**

Subject to the approval of the Project Plan, in order to further the development of the Project, City hereby authorizes Developer to develop, and City and Developer hereby agree to share in the development obligations and expenses for the Project in accordance with the requirements of this Agreement, the approved Project Plan and all Zoning Approvals. Nothing contained herein shall be construed as creating a partnership or other entity between Developer and City.

#### **Section 2.02. Development Schedule.**

It is the intention of the parties that the Developer Project Work (as defined below) shall be carried out in accordance with the Development Schedule as set forth in **Exhibit C**. The parties recognize and agree that the Development Schedule is an estimated schedule, subject to reasonable change based upon conditions (including, without limitation, tenant and purchaser availability and financing). The Development Schedule is subject to further change and/or modification, provided that any change will require the written approval of City and Developer, which approval will not be unreasonably withheld or delayed. Developer will report at least quarterly to the City Administrator or City's designated consultant on the progress of construction.

#### **Section 2.03. Project Budget.**

The Project Budget sets forth in detail the total cost of the Project and designating by category (i) total project costs, (ii) that portion of the total costs that are Private Eligible Project Costs that may be reimbursed in accordance with this Agreement out of the Captured Tax Fund, and (iii) that portion of the total project costs to be wholly or partially financed by Developer Financing ("Developer Costs"). The Project Budget is subject to further change and/or modification based on market or other conditions with the written approval of Developer and City, which approval will not be unreasonably withheld or delayed.

Without the prior written consent of City, total reimbursements of potential Private Eligible Project Costs will not exceed 125% of the total amount specified in the Project Budget for such category.

#### **Section 2.04. Construction Obligations of Developer.**

Developer shall cause its construction obligations relating to the Project (as set forth below) to be completed at its expense in accordance with the provisions of this Agreement. It is acknowledged by Developer that City would not enter into this Agreement or provide Developer with TIF assistance without assurances that the Project will be timely constructed.

A. **Developer Project Work.** Developer shall be responsible for causing the following construction work or other development related activity ("Developer Project Work") to be completed:

- Acquire all real property within the District.
- Construct the Infrastructure Improvements
- Competitively bid the construction work for the Infrastructure Improvements and vertical improvements constructed by Developer. Developer shall provide to City a copy of Developer's competitive bid procedure and all construction contracts after execution.
- Commence and complete construction in accordance with the Development Schedule set forth in Exhibit C.

Developer acknowledges and agrees that receipt by Developer of benefits under the TIF Act, including reimbursement of Private Eligible Project Costs from the Captured Tax Fund, is conditioned upon the timely completion by Developer of the Developer Project Work in accordance with this Agreement.

B. **Insurance.** Developer shall provide commercial general liability insurance coverage relating to Developer Project Work subject to a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Developer shall provide reasonable verification thereof to City upon request, and shall have City named as an additional insured thereunder as appropriate. This Section shall not modify or waive the immunities and rights available to City contained in the Kansas Tort Claims Act, Chapter 75, Article 61 of the Kansas Statutes Annotated.

**Section 2.05. Building, Subdivision Codes.**

Developer acknowledges that the contemplated uses and occupancies of the Project shall comply with all federal, state and City building codes, subdivision, zoning, environmental and other developmental regulations and that the Project shall be constructed in compliance with all such codes and regulations. The requirements as a result of any SUP/Plat/Rezoning/Plan Review shall be adhered to.

**Section 2.06. Zoning Approvals and Project Plan.**

Developer and City shall complete the development in accordance with the Zoning Approvals, subject to the requirements of City's zoning ordinances, federal law and the laws of the State of Kansas, from time to time amended, this Agreement and the Project Plan.

Developer shall use good faith efforts to develop Project expeditiously and in accordance with the projections set forth in the Project Budget and Development Schedule.

**Section 2.07. Delay.**

For the purposes of any of the provisions of this Agreement, neither City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage, destruction by fire or other casualty, strike, shortage of material, unusually adverse weather condition such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal

degree or quantity for an abnormal duration, tornadoes or cyclones and other events or conditions beyond the reasonable control of the party affected which, in fact, interferes with the ability of such party to discharge its respective obligations hereunder or during any delay thereafter.

**Section 2.08. Modifications.**

The construction of the Project may be modified or revised by Developer, with City's and Developer's approval, to provide for other improvements consistent with the Project Plan and the requirements set forth on the Site Plan.

**Section 2.09. Utilities and Fees.**

City hereby agrees that Developer shall have the right to connect to any and all water lines, sanitary and storm sewer lines and other utility lines over which it has control and exist in the vicinity of the District Area, subject to compliance with City's codes and procedures for such connections.

**Section 2.10. Assistance to Developer.**

City agrees to use reasonable efforts, without cost to City, in assisting Developer, its agents, contractors and subcontractors, with respect to obtaining building permits from City, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so.

**Section 2.11. Affordable Housing Requirements.**

A. For twenty (20) years after the Project is completed and is accepting tenants, Developer shall reserve no less than thirty-two (32) apartment units for lessees with incomes at or below sixty percent (60%) of Kansas City Area Median Income ("AMI") at rental rates no greater than the maximum affordable rental rates published annually by the U.S. Department of Housing and Urban Development. The affordable apartment unit ("Affordable Unit") mix shall include no less than twelve (12) one-bedroom apartments and four (4) two-bedroom apartments, in addition to studio apartment units. Developer will be allowed to increase rental rates for the Affordable Units by up to two percent (2%) annually, the foregoing published affordable rental rates notwithstanding.

B. Affordable Units must be located proportionally throughout floors of the building compared to market rate units. Affordable Units must be indistinguishable from market rate units and shall be architecturally equivalent; interior layouts, designs, materials and finishes must be functionally equivalent, however do not have to be identical. Affordable Units must share the same entrances, common areas and amenities as market rate units.

C. Developer shall obtain from each household prior to initial occupancy of each Affordable Unit, and on every anniversary thereafter, a written certificate ("Affordable Unit Certificate") containing at least all the following, in such format and with such supporting documentation, as City and Developer may reasonably require:



- (i) The identity of each household member;
- (ii) The number of household members; and
- (iii) The total gross household income (i.e., inclusive of all household members' individual income) along with reasonable evidence of same, such as recent pay stubs.

Developer shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection. Developer shall be allowed to conclusively rely on the information provided to it in an Affordable Unit Certificate.

D. By not later than May 1 of each year during the term of this Agreement, Developer shall submit an annual report to the City ("**Annual Report**") for the prior calendar year or portion of any prior calendar year that the Affordable Units start or cease being required under the terms of this Agreement with a certification that the Project complies with this Agreement. The Annual Report shall, at a minimum, include the following information for each Affordable Unit in the Project: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of all residents living in the unit; (vii) documentation of source of household income including if applicable, place of any employment and the type and number of motor vehicles owned, leased or rented and regularly parked on site by any of the Affordable Unit occupants since the prior reporting period, if any.

The provisions of this Section shall survive termination or expiration of this Agreement.

**Section. 2.12. [RESERVE FOR SUSTAINABILITY REQUIREMENTS]**

**ARTICLE III**

**PROJECT FINANCING**

**Section 3.01. Initial Capital.**

Prior to the commencement of construction of the Project, , Developer purchased all property within the District with the Developer Financing. City hereby acknowledges that such action shall constitute sufficient verification to City that Developer has the requisite capability to carry out the Developer Project Work in accordance with this Agreement.

**Section 3.01. Interim Construction Financing – Issuance of Industrial Revenue Bonds (IRB) – Sales Tax Exemption for Construction Materials** Developer has submitted an application to the City, at Developer's sole cost and expense, for the issuance by the City of private placement taxable IRBs in accordance with K.S.A. 12-1740, *et seq.*, as amended for the sole purpose of qualifying for a sales tax Project Exemption Certificate pursuant to K.S.A. 79-3606(b). If approved by the City the IRBs will be purchased by the Developer or its lender, and Developer will be responsible for payment of all fees and expenses incidental to the issuance of the IRBs. The term of the IRBs will not exceed five years. If approved, City shall cooperate with Developer in

securing the sales tax Project Exemption Certificate, and the IRBs will be issued at or near the completion of construction of the Project and redeemed within the term set forth above.

**Section 3.02. Funding of Eligible Project Costs.**

Developer and City agree to the reimbursement of Private Eligible Project Costs from the Captured Tax Fund on a Pay-As-You-Go Reimbursement basis; provided, however, that nothing herein shall constitute an assurance by City that such funds will be adequate to fully reimburse Developer for Private Eligible Project Costs. No TIF bonds will be issued by the City in connection with the Project.

A. Term. The term of the Project Plan shall be for a period ending on the twentieth (20<sup>th</sup>) anniversary of the publication of the ordinance approving the Project Plan (the “Term”), unless City takes actions to terminate or amend the Term. Except as provided in **Section 9.02**, City shall not, without the written consent of Developer, and except as otherwise provided herein, terminate or reduce the Term prior to such time as Developer has been reimbursed for all Private Eligible Project Costs incurred or to be incurred by Developer as part of the Project; provided, however, that if all aspects of the Project are completed, City may then terminate the Term so long as Developer has been fully reimbursed for all Private Eligible Project Costs incurred. The foregoing notwithstanding, Developer may terminate this Agreement upon thirty (30) days prior written notice to the City at any time during the Term, in which event the parties agree: (i) City may, in its sole discretion, terminate Developer’s rights and access to Captured Taxes from and after the date of such termination, and/or elect to terminate the Project Plan and/or the District; and (ii) neither party shall have any further obligations under this Agreement or each to the other under the Project Plan except as otherwise provided herein.

B. Priority. The City shall make reimbursements from the Captured Tax Fund in accordance with the amounts, priority and duration set forth in this Agreement:

- Provided Developer is not otherwise in default of this Agreement, upon receipt of an approved Certificates of Completion, the Developer shall receive 90% of the Captured Tax Fund, excluding the City District Expenses Fee, for the first five (5) years of the Term, and the City shall receive the balance for Public Eligible Costs.
- Provided Developer is not otherwise in default of this Agreement, upon receipt of an approved Certificates of Completion, the Developer shall receive 85% of the Captured Tax Fund, excluding the City District Expenses Fee, for the next five (5) years of the Term, and the City shall receive the balance for Public Eligible Costs.
- Provided Developer is not otherwise in default of this Agreement, upon receipt of an approved Certificates of Completion, the Developer shall receive 80% of the Captured Tax Fund, excluding the City District Expenses Fee, for the next five (5) years of the Term, and the City shall receive the balance for Public Eligible Costs.

- Provided Developer is not otherwise in default of this Agreement, upon receipt of an approved Certificates of Completion, the Developer shall receive 75% of the Captured Tax Fund, excluding the City District Expenses Fee, for the final five (5) years of the Term, and the City shall receive the balance for Public Eligible Costs.

Each five (5) year period above shall end on December 22, commencing December 22, 2025, and the Captured Taxes will include only incremental ad valorem property tax revenue actually paid to the Treasurer of Johnson County, Kansas (or its successor agency) as of such date.

**Section 3.03. Intentionally Omitted.**

**Section 3.04. Certification of Expenditure.**

In order to receive reimbursement, Developer shall submit to City a Certification of Expenditure attesting to the expenditure of Private Eligible Project Costs in accordance with the procedures outlined in **Section 3.05** below.

**Section 3.05. Procedures for Certification of Expenditures.**

A. For Certifications of Expenditures to be made in connection with the Private Eligible Project Costs:

1. Developer shall submit to City a written request in the form attached hereto as **Exhibit E** (“Certification of Expenditure”) setting forth the amount for which certification is sought and identification of the Private Eligible Project Costs.

2. The request for Certification of Expenditure shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as reasonably necessary to document appropriate payment pursuant to the Project Plan and this Agreement.

3. City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a request is submitted, to examine the records relating to all Private Eligible Project Costs to be paid, and to obtain such other information as is reasonably necessary to evaluate compliance with the terms hereof.

4. City shall have twenty (20) calendar days after receipt of any Certificate of Expenditure to review and respond to any such request by written notice to Developer. If the submitted documentation demonstrates that: (1) the request relates to Private Eligible Project Costs that are in compliance with this Agreement, (2) the expense was incurred, and (3) Developer is not in default under this Agreement; and (4) there is no fraud or misrepresentation (negligent or intentional) on the part of Developer, then City shall approve the request and make, or cause to be made, reimbursement (to the extent funds are actually available) within ten (10) days of the certification. If City disapproves the request, City shall notify Developer in writing of the reason for such disapproval within such twenty (20) calendar-day period, and the reason for disapproval must be supported by evidence, and Developer shall have the opportunity to revise the portion of the Certificate of

Expenditure in question and resubmit same for approval in accordance with this Section 3.05. Approval of Developer's requests for reimbursement will not be unreasonably withheld, conditioned or delayed. If City disapproves a portion of a request, the approved portion of such request shall be paid without delay as provided herein.

B. In the event the request is granted, City shall take such further action as is necessary to have Developer reimbursed; provided, however, such reimbursement will only be made from funds available for such purpose in the Captured Tax Fund, and the City shall be under no duty or obligation to pledge or provide its general funds for such reimbursement.

**Section 3.06. Right to Inspect.**

Developer agrees that, up to one year after completion of the Project, City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, all Developer's books and records relating to the Private Eligible Project Costs incurred by Developer paid from the Captured Tax Fund (including all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

**Section 3.07. Certificates of Completion.**

A. Upon completion of the Developer Project Work, Developer shall submit a report to City certifying that the Developer Project Work has been completed in accordance with the Project Plan and that it is in compliance with all other provisions of the Agreement.

B. City may conduct an investigation within sixty (60) days following the receipt of such report, and if City determines that the Project Improvements have been constructed in accordance with Project Plan, as evidenced by certificates of occupancy, City shall issue to Developer a written confirmation that the Project has been completed ("Certificate of Completion"). If City determines that the Developer Project Work has not been completed in accordance with the Project Plan or Developer is not in compliance with this Agreement, then it shall not issue a Certificate of Completion and shall, within ten (10) business days of such finding, specify in writing to Developer the reasons for withholding its certification. Thereafter, at Developer's request, City shall, within 45 days of Developer's request, hold a special hearing at which Developer may present additional evidence of compliance or seek further clarification of City's finding of non-compliance. City shall conduct any further investigation in order to issue its Certificate of Completion within ten (10) business days of Developer's request. The Certificate of Completion shall be issued by City in such form as to allow the Certificate to be recorded in the office of the Register of Deed of Johnson County, Kansas.

**Section 3.08. Limitation on Reimbursement.**

City and Developer covenant and agree:

A. No otherwise Private Eligible Project Costs incurred prior to February 1, 2020 (regardless of when paid) shall be reimbursed.

B. No otherwise Private Eligible Project Costs related to travel, entertainment or meals shall be reimbursed unless otherwise approved in advance in writing by City.

C. No otherwise Private Eligible Project Costs payable to third-parties in which Developer and/or its principals have an ownership interest will be eligible for reimbursement.

## ARTICLE IV

### DEVELOPER OF RECORD

#### **Section 4.01. Developer Designation.**

Developer currently owns or otherwise has all land within the District under contract and intends to develop the District in a manner consistent with the Zoning Approvals and Project Plan for the purposes of carrying out that intent. Developer is hereby designated the exclusive Developer of Record for the District for a period of 5 years from the date of publication of the Ordinance adopting the Project Plan; provided, however, any amounts spent by Developer during such 5-year period shall be reimbursable beyond such 5-year period.

## ARTICLE V

### REAL ESTATE TAXES

#### **Section 5.01. Agreement to Pay Taxes.**

Developer agrees that to the extent it is obligated to pay any portion of the real estate tax bills for the District it shall pay (or cause to be paid) such taxes and assessments promptly on or before the due date of such tax bills. Developer or its successors shall have the right to pay said taxes under protest in accordance with applicable law.

**Section 5.02. Notice of Protest.**

Developer and any other owners of real property in the District shall promptly notify City in writing of protest of real estate taxes or valuation of Developer's property by the County Assessor.

**ARTICLE VI**

**OTHER DEVELOPER COVENANTS**

**Section 6.01. Maintenance and Repair.**

At all times during the term of this Agreement, Developer and City shall maintain in good repair and condition the District and the buildings and improvements therein owned or controlled by Developer and City, respectively, from time to time.

**Section 6.02. Local, State and Federal Laws.**

Developer and City shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

**ARTICLE VII**

**ASSIGNMENT, SALES, LEASING, & MANAGEMENT**

**Section 7.01. Sale or Disposition of Property within Redevelopment District.**

A. Control of Uses. Within the categories of land uses approved with the zoning and preliminary and final development plans, as those approvals may be amended from time-to-time, Developer shall have complete and exclusive control over sales and/or leasing of the property which it owns within the District, including, without limitation, the fixing of rentals and the selection or rejection of tenants.

B. Sale or Lease. Developer may sell, transfer, convey, lease or otherwise dispose of real property owned by Developer within the District. From and after the date of this Agreement, Developer shall notify City in writing of any sale or disposition of any or all of the real property in the District, except leases executed in the ordinary course of business.

C. Transfer of Obligations. This Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by Developer without City's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Developer may, without the prior written consent of City, assign its rights under this Agreement to a Related Entity, provided that prior to such assignment Developer furnishes City with the name of any such Related Entity, together with a certification from Developer, and such other proof as City may reasonably request, that such assignee is a Related Entity of Developer and continues to remain such during the term of this Agreement. Developer (or a Related Entity in the case of an assignment to same) shall also have the right, without City's consent, to collaterally assign to any lender or financial

institution as collateral all of Developer's rights and obligations under this Agreement, and such lender or financial institution shall have the right to perform any term, covenant, condition or agreement and to remedy, in accordance with the terms of this Agreement, any default by Developer under this Agreement, and City shall accept such performance by any such lender or financial institution with the same force and effect as if furnished by Developer. No lender or financial institution shall be personally liable or obligated to perform the obligations of Developer under the Agreement unless and until such lender or financial institution takes possession of the property as a mortgagee or by a receiver appointed at the request of mortgagee or becomes the owner of the fee estate under this Agreement by foreclosure, or deed in lieu of foreclosure or otherwise. Developer may assign all or a portion of its rights to reimbursement from the Captured Tax Fund in accordance with this Agreement to any person or entity upon the written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. City's consent shall not be required in order for Developer to assign such reimbursement rights to a Related Entity or to a lender or financial institution as provided above.

D. Time of Performance for City's Approval Rights. Any approval rights of the City under this Article VII must be exercised in the form of a written authorization or rejection within sixty (60) days of receipt of written notice from the Developer or said rights shall be waived.

## **ARTICLE VIII**

### **AUTHORITY**

#### **Section 8.01. Actions.**

City represents and warrants that upon application of Developer it has taken, or will take, such action(s) as may be required and necessary to process the amendments, variations, and special use approvals relating to its zoning ordinances and its other ordinances, codes and regulations, as may be necessary or proper in order to insure the development of the District in accordance with the Zoning Approvals and to enable City to execute this Agreement and to carry out fully and perform the terms, covenants, agreements, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

#### **Section 8.02. Powers.**

City hereby represents and warrants that City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

**Section 8.03. Authorized Parties.**

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreement, request, demand, approval, notice or consent of City or Developer is required, or City or Developer is required to agree or to take some action at the request of the other, such approval or such consent or such request shall be given for City, unless otherwise provided herein, by the City Representative and for Developer by Developer Representative; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither party hereto shall have any complaint against the other as a result of any such action taken.

**Section 8.04. Representations of Developer.**

Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

A. Due Authority. Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of Developer, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. To Developer's actual knowledge following reasonable inquiry, the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any material agreement or instrument to which it is now a party, and do not constitute a default under any of the foregoing.

C. No Litigation. No litigation, proceedings or investigations are pending or, to the actual knowledge after reasonable inquiry of Developer, threatened against Developer (or any member of Developer) or the District or the Project Plan. In addition, no litigation, proceedings or investigations are pending or, to the actual knowledge after reasonable inquiry of Developer (including the actual knowledge after reasonable inquiry of any member of Developer executing this Agreement), threatened against Developer (or any member of Developer) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Developer (or any member of Developer) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Developer (or any member of Developer) of, the terms and provisions of this Agreement.

D. No Material Change. (i) Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for or arising out of or relating to the transactions contemplated by this Agreement, and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of Developer, which could affect Developer's ability to perform its



obligations pursuant to this Agreement from that shown in the financial information provided by Developer to City prior to the execution of this Agreement.

E. Governmental or Corporate Consents. To Developer's actual knowledge after reasonable inquiry, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by Developer of this Agreement except as contemplated herein and except for City approvals pursuant to this Agreement and except for local, state and federal approvals in connection with the project and public improvements to be performed by City.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of Developer under this Agreement, or any other material agreement or material instrument to which Developer is a party or by which Developer is or may be bound.

G. Approvals. Developer has or intends to obtain with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to complete the Developer Project Work. Developer has no reason to believe that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will not be obtained in due course.

H. Compliance with Laws. To Developer's actual knowledge after reasonable inquiry, Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

I. Developer Financing. Developer warrants and represents to City that, to the best of its present knowledge and belief, the Developer Financing will enable Developer to timely implement the Developer Project Work as required in this Agreement. The financial statements of Developer and members of Developer furnished to City or its consultants present fairly and accurately the financial position of such persons as of the dates indicated. There has been no material adverse change in the financial position of such persons since the date of such financial information. Developer understands and agrees that City has relied upon the financial capacity of Developer and its members in its decision to enter into this Agreement.

J. Other Disclosures. The information furnished to City by Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

## ARTICLE IX

### EVENTS OF DEFAULT

#### **Section 9.01. Events of Default.**

The following events shall constitute an Event of Default under this Agreement:

- A. Developer shall fail to timely commence construction of the Project.
- B. Failure of the Developer to maintain or cause to be maintained the insurance required by this Agreement.
- C. Failure by the Developer to attain and maintain the Affordable Housing requirements of Section 2.11 or the sustainability requirements of Section 2.12.
- D. Failure by Developer to observe and perform any other covenant, condition or agreement on the part of Developer under this Agreement, including failure to perform the Developer Project Work in substantial accordance with the Development Schedule, for a period of 60 days after written notice of such default has been given to Developer by City during which time such default is neither cured by Developer nor waived in writing by City, provided that, if the failure stated in the notice cannot be corrected within said 60-day period, City may consent in writing to an extension of such time prior to its expiration and City will not unreasonably withhold their consent to such an extension if corrective action is instituted within the 60-day period and diligently pursued to completion and if such consent, in its judgment, does not materially adversely affect the interests of City.
- E. Failure by City to observe and perform any covenant, condition or agreement under this Agreement for a period of 60 days after written notice of such default has been given to City by Developer during which time such default is neither cured by City nor waived in writing by Developer, provided that, if the failure stated in the notice cannot be corrected within said 60-day period, Developer may consent in writing to an extension of such time prior to its expiration and Developer will not unreasonably withhold its consent to such an extension if corrective action is instituted within the 60-day period and diligently pursued to completion and if such consent, in its judgment, does not materially adversely affect the interests of Developer.
- F. The entry of a decree or order by a court having jurisdiction in the premises for relief in respect of Developer, or adjudging Developer a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of Developer under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, or trustee, of or for Developer or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstated and in effect for a period of 30 consecutive days, or evidence of means of alternative financing is not otherwise provided by Developer to City.

G. The commencement by Developer, any member of Developer of a voluntary case, by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to Developer, any member of Developer of bankruptcy or insolvency proceedings against it, or the filing by any of them of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee of Developer, any member of Developer or any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by Developer, any member of Developer in furtherance of any such action.

**Section 9.02. Remedies on Developer’s Default.**

Whenever any Event of Default by Developer shall have occurred and be continuing, subject to applicable cure periods, City may take any one or more of the following remedial steps:

- A. Refuse to approve any further disbursements or reimbursements until such event of default is cured.
- B. Terminate this Agreement, including the respective rights and obligations of the parties except those specified herein to survive termination.
- C. Terminate the District.
- D. Pursue any remedy at law or in equity.

**Section 9.03. Limitations on City Remedies.**

Specific performance shall not be available to City to require Developer to construct any improvements within the District. Further, any damage recovery against either party shall exclude consequential, special, and punitive damages, which are hereby waived by each party against the other under this Agreement.

**Section 9.04. Remedies on City Default.**

Whenever any Event of Default by City shall have occurred, Developer shall have available to it all remedies at equity and at law.

**Section 9.05. Agreement to Pay Attorneys’ Fees and Expenses.**

In connection with any Event of Default by Developer or City to perform its obligations hereunder, if either party files a lawsuit for the enforcement of the performance or observance of any covenants or agreements on the part of the other party herein contained, the non-prevailing

party agrees that it will, on demand thereof, pay to the prevailing party the reasonable fees of such attorneys and such other reasonable expenses so incurred.

## ARTICLE X

### GENERAL PROVISIONS

#### **Section 10.01. City Expenses.**

City shall be reimbursed for the City District Expenses from the Captured Tax Fund.

#### **Section 10.02. Time of Essence.**

Time is of the essence of this Agreement.

#### **Section 10.03. Amendment.**

This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an ordinance or resolution of City approving said amendment, as provided by law, and by the execution of said amendment by Developer and City or their successors in interest.

#### **Section 10.04. Liens.**

Developer agrees that no mechanics' or other liens shall remain against the Property for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements made to the Property. However, Developer shall not be in default if mechanics' or other liens are filed or established and Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal there from. Developer hereby agrees and covenants to indemnify and hold harmless City in the event any liens are filed against the Property as a result of acts of Developer, its agents or independent contractors. The provisions of this Section shall survive termination or expiration of this Agreement.

#### **Section 10.05. Indemnity and Release.**

Developer covenants and agrees, at its expense, to pay and to indemnify and save City and its respective members, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of any and all claims, demands, expenses, penalties, fines, taxes of any character or nature whatsoever regardless of by whom imposed, and losses of every conceivable kind, character and nature whatsoever arising from the Developer Project Work, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with any property of Developer, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Project by Developer or its agents. Developer also covenants and agrees at its expense to pay, and to indemnify and save City and their respective members, officers, employees and agents harmless of, from and against,

all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty, fine or tax. If any action or proceeding is brought against City or their respective members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from City, covenants to resist and defend such action or proceeding on demand of City or their respective members, directors, officers, employees or agents. Notwithstanding the foregoing, neither City nor their respective members, directors, officers, employees and agents shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by their own negligent, willful and malicious acts or omissions or negligent, willful and malicious acts or omissions of their own members, directors, officers, employees or agents. The provisions of this Section shall survive termination or expiration of this Agreement.

**Section 10.06. Immunity of Officers, Employees and Members of City.**

No recourse shall be had for the payment of the principal of or interest on the Project or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee or agent of City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

**Section 10.07. No Other Agreement.**

Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter of tax increment financing and is a full integration of the agreement of the parties.

**Section 10.08. Assigns and Transfers.**

This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

**Section 10.09. Severability.**

If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

**Section 10.10. Kansas Law.**

This Agreement shall be construed in accordance with the laws of the State of Kansas.

**Section 10.11. Notice.**

All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To Developer:

Mission Bowl Apartments, LLC  
Attn: Banks Floodman  
1125 Grand Blvd, #202  
Kansas City, Missouri 64106  
Email: [bfloodman@sunflowerkc.com](mailto:bfloodman@sunflowerkc.com)

With copies to:

Polsinelli PC  
Attn: Korb Maxwell & Kevin Lee  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112  
Emails: [kmaxwell@polsinelli.com](mailto:kmaxwell@polsinelli.com)  
[klee@polsinelli.com](mailto:klee@polsinelli.com)

To City:

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

With copies to:

Lewis A. Heaven, Jr.  
Spencer Fane LLP  
6201 College Boulevard, Suite 500  
Overland Park, KS 66211  
Email: [pheaven@spencerfane.com](mailto:pheaven@spencerfane.com)

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof or by electronic mail if followed by delivery by one of the other means identified in this Section. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

**Section 10.12. Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement. Hand and electronic signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also constitute binding signatures hereunder.

**Section 10.13. Recordation of Agreement.**

The parties agree to execute and deliver a memorandum of this Agreement in proper form for recording in the real property records of Johnson County, Kansas, and to record a written release of the same upon termination or expiration of this Agreement.

**Section 10.14. Consent or Approval.**

Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

**Section 10.15. Term of Agreement.**

Except as otherwise provided in this Agreement, this Agreement will become effective upon approval of the Project Plan in accordance with the TIF Act, and will remain in full force and effect until the completion of the Developer Project Work and so long thereafter as there are any remaining Private Eligible Project Costs which have not been reimbursed to Developer or Public Eligible Costs which have not been reimbursed to the City in accordance with this Agreement. At such time that all of such costs have been satisfied and reimbursed, this Agreement will terminate, provided that in any event, the obligations of Developer and City arising under the terms and conditions of this Agreement, with respect to the Project, including, but not limited to, the reimbursement of Private Eligible Project Costs, will cease at the expiration of the Term. Provisions herein specifically stated to survive the Term shall so survive termination or expiration of this Agreement.

[Remainder of this page intentionally left blank]

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

**CITY OF MISSION**, a Kansas municipal corporation

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

ATTEST:

\_\_\_\_\_  
Audrey McClanahan , City Clerk

**MISSION BOWL APARTMENTS, LLC**,  
a limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_



## **EXHIBITS**

- Exhibit A      Legal Description of District
- Exhibit B      Project Plan
- Exhibit C      Development Schedule
- Exhibit D      Project Budget
- Exhibit E      Certification of Expenditures Form

**EXHIBIT A**

**LEGAL DESCRIPTION OF DISTRICT**

That part of Lot 3 and all of Lot 4, MISSION MART, a subdivision in the City of Mission, Johnson County, Kansas, described as follows: Beginning at the Northeast corner of said Lot 4; thence South 23 degrees, 08 minutes, 34 seconds East along the Easterly line of said Lot 4, 232.57 feet to the Southeast corner of said Lot 4; thence South 42 degrees, 51 minutes, 45 seconds West along the Southerly line of said Lot 4, 62.64 feet; thence South 20 degrees, 30 minutes, 00 seconds West along said Southerly line, 205.00 feet; thence South 65 degrees, 20 minutes, 00 seconds West along said Southerly line, 60.00 feet; thence North 33 degrees, 49 minutes, 10 seconds East along the Southerly line of said Lot 4, 74.78 feet; thence North 23 degrees, 08 minutes, 34 seconds West along said Southerly line, 75.00 feet; thence South 66 degrees, 51 minutes, 26 seconds West along the Southerly line of Lot 4 and Lot 3, 276.00 feet to the Southwesterly corner of said Mission Mart; thence North 23 degrees, 08 minutes, 34 seconds West along a line that is 47.08 feet Northeast of the Westerly line of said Lot 3, as measured perpendicular to and parallel with said Westerly line, 292.22 feet to a point on the Northerly line of said Lot 3; thence North 66 degrees, 51 minutes, 26 seconds East along the Northerly line of said Lot 3 and Lot 4, 472.00 feet to the Point of Beginning, EXCEPT that part platted as MISSION CELL TOWER, a subdivision in the City of Mission, Johnson County, Kansas.

Containing 138,146.6 square feet, or 3.171 acres, more or less.

**EXHIBIT B**  
**PROJECT PLAN**

**EXHIBIT C**

**DEVELOPMENT SCHEDULE**

December \_\_\_\_, 2020

Approval of TIF Project Plan and Development Agreement

On or prior to March 1, 2021

Demolish and remove existing improvements and debris

On or prior to \_\_\_\_\_, 2021

Commence the Developer Project Work and commence vertical construction of the Project

On or prior to August 1, 2023

Complete the Developer Project Work and complete vertical construction of the Project

**EXHIBIT D**  
**PROJECT BUDGET**

**EXHIBIT E**

**CERTIFICATION OF EXPENDITURES FORM**

Request No. \_\_\_\_\_

Date: \_\_\_\_\_

Pursuant to the Redevelopment Agreement for the Mission Bowl Apartments Project (the "Agreement") between the City of Mission, Kansas and the undersigned ("Developer"), Developer requests payment or reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Agreement.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto. All payments requested are for reimbursement of Private Eligible Project Costs.
4. These costs have been incurred and are presently due and payable and are reasonable costs that are payable or reimbursable under the Agreement.
5. Each item listed above has not previously been paid or reimbursed and no part thereof has been included in any other Disbursement Request previously filed with the City.
6. There has not been filed with or served upon Developer any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.
7. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the plans and specifications therefore.
8. Lien waivers for costs for which payment is hereby requested have been received and are attached hereto as **Attachment II** hereto.

**MISSION BOWL APARTMENTS, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY OF MISSION, KANSAS**

By: \_\_\_\_\_  
City Representative

**ATTACHMENT I  
TO CERTIFICATION OF EXPENDITURE  
REDEVELOPMENT AGREEMENT FOR MISSION BOWL APARTMENTS**

REQUEST NO. \_\_\_\_\_

DATED \_\_\_\_\_

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**SCHEDULE OF PAYMENTS REQUESTED**

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the costs of issuance for which the Obligation to be paid was incurred <sup>1</sup>
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# Memo

**To:** City of Mission, Kansas  
**From:** Bruce Kimmel, Senior Municipal Advisor  
**Date:** October 30, 2020  
**Subject:** **Mission Bowl Project – Proforma Analysis and Proposed Agreement Terms**

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Ehlers, the City's development finance advisor, has engaged with Mission Bowl Apartments, LLC (the Developer) over several months to analyze the Developer's fiscal projections and discuss possible "deal terms" for a redevelopment agreement between the City and Developer. This memo summarizes the status of this analysis and negotiation, in advance of next week's Finance and Administration Committee meeting. We then expect to submit a more detailed report to the City with our complete project findings and recommendations prior to the planned City Council consideration of TIF and development agreement approvals on December 16.

The Developer submitted to Ehlers a comprehensive Excel workbook detailing its assumptions for the project's development budget, debt and equity financing plan, unit composition and planned rents, and operating revenues and expenses – and projecting its return on investment. Ehlers evaluated each assumption and calculation, asked the Developer to provide further detail and/or make adjustments in certain areas, and determined that:

- the Mission Bowl Apartments financing plan was valid (i.e. there were no missing or unconnected pieces that caused us to question project viability);
- the Developer's inputs and estimates were appropriate and comparable to similar apartment projects with which Ehlers is familiar; and
- there was a demonstrated "gap" and rationale for City assistance, in order to achieve a market rate of return – including some level of the Developer's proposed sales tax exemption for construction materials and pay-as-you-go TIF reimbursements.

At the City's direction, Ehlers also engaged the Developer in an ongoing discussion and analysis of potential approaches to adding guaranteed affordable units to the project. It should be noted that many of the Developer's planned "market rents" are already considered affordable to individuals with incomes at / below 80% of the Kansas City area median income (AMI). Our goal was to reach consensus on adding units affordable to individuals earning 60% of AMI.

In addition, the City expressed interest in securing a portion of annual TIF revenues generated by the project to reimburse the City's past and possible future cash expenditures for stormwater improvements in the vicinity of the project site. In other words, rather than have a TIF Project term in which the Developer receives 100% of the annual TIF for perhaps 15 years, and the City collects the "TIF tails" that followed, we explored arrangements in which the Developer and City would receive portions of the annual TIF over the maximum 20-year TIF Project term.

Each of the above City priorities – housing affordability and annual TIF sharing – has a direct effect on the Developer's operating proforma and estimated return on investment. (Note: We also discussed sustainable building standards, discussed further on the following page.) Ehlers believe the Developer deserves recognition for actively considering multiple ways to reach

agreement on these points, and for proactively working through how these “deal points” might affect its plans and expectations for marketing, long-term covenants, and project financing. Through these conversations, and with regular discussions between Ehlers and the City, we believe we have reached a working consensus on the following points:

1. The Developer will reserve 32 units for individuals / families with incomes at or below 60% of AMI – equaling 20% of the planned 161 total units – for 20 years from project opening (estimated Fall 2022, assuming groundbreaking Spring 2021 and an 18-month construction schedule). The guaranteed minimum affordable unit mix will comprise 16 studio units, 12 one-bedroom units, and 4 two-bedroom units, although the Developer has the option to increase the proportion of larger units affordable at 60% AMI.
  - a. Annual rent levels will be dictated by the Kansas City AMI and maximum affordable rent figures published annually by the U.S. Department of Housing and Urban Development. If AMI and affordable rents do not increase by 2% or more annually (unlikely based on historical trends), the Developer will still be permitted to increase affordable unit rents by up to 2% annually.
  - b. The Developer and City will define and maintain procedures for qualifying eligible tenants and reporting / confirming annual compliance, consistent with established industry practices for income-qualified multifamily housing.
2. In reimbursement for TIF-eligible expenses, the Developer will receive 90% of the TIF generated by the Apartments for the first 5 years of the TIF Project, 85% for the second 5 years, 80% for the third 5 years, and 75% for the final 5 years. The City will receive the corresponding amounts (with 100% of the annual TIF distributed each year).
  - a. Based on the timing of the City’s expected TIF Project approval this December and the project’s anticipated completion in Fall 2022, Ehlers estimates 18 years of actual TIF generated within the 20-year period ending December 2040. This means that the 90% Developer allocation would apply to three actual TIF years.
  - b. The Developer and City each will have TIF-eligible expenses in excess of the expected pay-as-you-go reimbursements that each will receive through 2040.
3. The City will provide the requested Industrial Revenue Bond (IRB) sales tax exemption on construction materials, provided the Developer meets the relevant requirements.
4. The Developer has completed and discussed a sustainability scorecard for the project with the City Sustainability Commission, describing the green elements anticipated for design, construction, operations, and maintenance. This includes an expected design consistent with LEED Silver standards. The Developer will provide further information on this topic that we will be able to discuss at next week’s F&A Committee meeting

Please contact me at [bkimmel@ehlers-inc.com](mailto:bkimmel@ehlers-inc.com) or 651-697-8572 with any questions about this memo. I look forward to discussing Ehlers’ analysis and the above proposed agreement terms with you and thank you for the opportunity to be of assistance to the City.

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Emily Randel

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

**RE:** City of Mission’s 2021 Personnel Policies and Guidelines

**RECOMMENDATION:** Approve the ordinance adopting the changes proposed to the City of Mission’s Personnel Policies and Guidelines effective January 1, 2021.

**DETAILS:** Each year staff conducts a review of the City’s Personnel Policies and Guidelines. The review ensures that the City’s personnel policies conform with the most current federal and state regulations and accurately reflect the organization’s current policies and practices. The City’s external Human Resources consultant is completing a review of the updates now, and any necessary modifications will be made before the December 16 meeting. Changes to the policies are approved by ordinance, which incorporates them into the City of Mission Municipal Code.

A copy of the current Personnel Policies and Guidelines is attached with proposed changes shown in strikeout (deletions) and underlines (insertions). There are a number of edits that reflect the transition to more inclusive pronouns that were missed with the changes adopted for the 2020 Guidelines.

The recommended changes include the addition of paid parental and caregiver leave at 100% of the employee’s regular, straight-time pay. The leave is recommended for a maximum of six weeks, to be taken all at one time or intermittently, for those employees who are FMLA eligible, having worked for the City for at least 12 months and who have worked at least 1,250 hours during the preceding 12-month period. Leave will be run concurrently with leave under FMLA, and will count toward the 12 weeks of available FMLA leave per a 12-month period. Parental leave may be taken for either the birth of a child, or the placement within an employee’s home of an adopted child or foster child. The caregiver leave may be taken by those who are the primary caregiver of the person receiving care. If two City employees are both eligible for the same event, the leave may be taken at the same time or staggered. Leave may be denied or restricted if it is deemed to negatively impact scheduling or coverage.

A listing of the remaining proposed changes are highlighted in the table below:

<b>Section Number - Page Number</b>	<b>Recommended Revision</b>
A-4, pg 2 - Personnel Records	Update to say that requests for non-police personnel information from outside the organization require a subpoena.

Related Statute/City Ordinance:	Mission Municipal Code Section 120.230
Line Item Code/Description:	n/a
Available Budget:	n/a

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Emily Randel

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

C-2 (c), pg 5 - Application	Include the option to download an employment application from the City's website.
C-2 (e), pg 5 - Recruitment	Remove City Clerk as a Department Director position. Add Assistant to the City Administrator as a Department Director position.
D-9 (a), pg 12 - Holiday Compensation	Update policy to more accurately reflect how police officers are allotted and use holiday hours. Remove information relating to a police officer being paid extra when scheduled to work a holiday or when holiday falls on regularly scheduled day off.
D-9 (b), pg 12 - Holiday Compensation	Update policy to state a FT employee who is scheduled to work on an observed holiday shall receive 8 hours of holiday pay at straight time and also be paid for the hours worked at their regular rate of pay.
E-3 (a,b,c,f), pg 14, 15 - Vacation Leave	Remove City Clerk from (a) Full Time employees and (b) Accrual Rate Years One through Five and (c) Scheduling. (f) Correct statement of availability of conversion of accrued leave to cash when employee resigns without notice or "for cause."
E-13, pg 22, 23 - Paid Parental Leave	Add language for Paid Parental Leave.
E-15, pg 23, 24 - Paid Caregiver Leave	Add language for Paid Caregiver Leave.
E-20, pg 26 - Work from Home	Clarify occasions when work from home may be granted.
F-8, pg 27, 28 - Health Care Program	Clarify that coverage is available for spouses, domestic partners and dependents.
F-11, pg 29 - Educational	Add reimbursement for expenses related to

Related Statute/City Ordinance:	Mission Municipal Code Section 120.230
Line Item Code/Description:	n/a
Available Budget:	n/a

<b>City of Mission</b>	Item Number:	4.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Emily Randel

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

Reimbursement	education to include books and technical supplies.
G-5, pg 38, 37 - Causes for Termination	Set a dollar value for gifts of a value at \$25, that employees may not accept in the hope or expectation of receiving a favor.
K-2, pg 45 - Activities	Expand definition of restrictions on displaying political materials.
M-3, pg 46 - Drug and Alcohol Policy	Alter language to reflect that drug and alcohol screenings take place following all workplace accidents.
N-5, pg 52 - Substance Abuse	Add appointed officials to those covered by the City's substance abuse policy.
N-9, pg 61, 62 - Driving on Behalf of the City	Require employees notify supervisor immediately in the event of the revocation or suspension of his/her/their driver's license.
N-12, pg 63 - Smoking Policy	Update to prohibit use of all forms of tobacco as well as e-cigarettes anywhere other than designated areas at each City building.

Once any recommended changes are reviewed and finalized, the City Council will consider and adopt an ordinance which, following publication, will incorporate the Personnel Policy and Guidelines as a part of Mission's Municipal Code with an effective date of January 1, 2021.

**CFAA CONSIDERATIONS/IMPACTS:** The City strives to recommend and adopt flexible employment practices which meet the needs of employees of all ages and abilities.

Related Statute/City Ordinance:	Mission Municipal Code Section 120.230
Line Item Code/Description:	n/a
Available Budget:	n/a

CITY OF MISSION  
Ordinance No. \_\_\_\_\_

AN ORDINANCE ADOPTING PERSONNEL POLICIES AND GUIDELINES FOR THE CITY OF MISSION, KANSAS TO PROMOTE AND INCREASE EFFECTIVE CITY SERVICES, MAKE CITY SERVICE ATTRACTIVE AS A CAREER, ESTABLISH AND MAINTAIN A FAIR AND UNIFORM PLAN OF PERFORMANCE EVALUATION AND COMPENSATION, PROVIDE GOOD WORKING RELATIONSHIPS, AND ESTABLISH UNIFORM PERSONNEL POLICIES.

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

SECTION 1. Adoption of Personnel Policies and Guidelines. The City of Mission Personnel Policies and Guidelines dated January 1, 2021 is hereby adopted as the personnel policy for this jurisdiction. The policy is hereby incorporated in this ordinance as if fully set out herein with an effective date of January 1, 2021.

SECTION 2. Take Effect. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the official City newspaper, all as provided by law.

PASSED BY THE CITY COUNCIL this 20th day of December 2020.

APPROVED BY THE MAYOR this 20th day of December 2020.

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

(SEAL)

Attest:

\_\_\_\_\_  
Audrey M. McClanahan, City Clerk

**PERSONNEL POLICIES AND GUIDELINES  
CITY OF MISSION, KANSAS**

**ARTICLE A. GENERAL**

**A-1. Policies Established.** The following policies, guidelines and other provisions for personnel administration in the City of Mission are established to:

- (a) Promote and increase the efficiency and effectiveness of City service.
- (b) Develop a program of recruitment, advancement, and tenure which will make City service attractive as a career.
- (c) Establish and maintain guidelines for performance evaluation and compensation based upon the relative duties and responsibilities of each position, and to promote a fair and equitable wage or salary to all employees.
- (d) Establish and promote high morale among City employees by providing good working relationships, uniform personnel policies, and an opportunity for advancement without discrimination on the basis of race, color, religion, sex, national origin, age, disability, genetic information, citizenship, military status, ancestry, sexual orientation, gender identity, marital status, familial status, or any other status protected by applicable law.
- (e) Establish City employment and personnel policies. These policies and guidelines do not create contractual employment rights. **All employees are considered to be at-will employees for the purposes of city employment.**

**A-2. Administration and Application of Policies.** These personnel policies and procedures shall be administered by the City Administrator. It is the responsibility of Department Directors to ensure that all employees are aware of, and comply with, these personnel policies and guidelines. Each employee will be required to sign an Employee Acknowledgement Form annually indicating he/she/they has access to, or received, read, and understands the contents of this Personnel Policy and Guidelines booklet. These policies and guidelines shall apply to all employees, appointed officials and appointed members of all boards, commissions and committees in the service of the City except elected officials.

**A-3. Departmental Guidelines.** The Director of any City department may formulate in writing reasonable guidelines for the conduct of the operations of his-~~er-~~/her/their department, such as those relating to safety or operational procedures, which shall be available to all departmental employees. Such department guidelines shall not be less stringent than, in violation of, or in conflict with any personnel guidelines adopted by the Governing Body. Where such conflict may occur, the City's Personnel Policies and Guidelines shall prevail.

**A-4. Personnel Records.** The Payroll / Benefits Specialist shall keep accurate records of all persons employed, their classification and pay scale, time worked, accrued vacation and sick leave, all absences for vacation, sick or other leave, accrued overtime, and all other records directed to be made and maintained under these Personnel Policies and Guidelines or under applicable state or federal laws. An employee's personnel file shall be available during office hours for inspection by that employee or respective Department Director. Requests must be made in advance, and an appointment will be scheduled for viewing the file. Any other request for non-police personnel information must be issued with a subpoena or approved by the City Administrator.

**A-5. Amendment of Policies.** These policies shall be adopted by ordinance by the Governing Body. Amendments may be adopted from time-to-time in the same manner based upon recommendations by the City Administrator or as proposed by the Governing Body. These policies are, therefore, subject to immediate change, in whole or in part, at the discretion of the City Administrator and as adopted by the Governing Body. Any implemented change will be effective immediately and notice of the change will be posted as soon as possible thereafter. Likewise, these policies and guidelines may be terminated or withdrawn, and with them, any underlying benefits described, at any time at the Governing Body's sole option.

**A-6. Governing Body-Employee Relationships.** Except for the purpose of inquiry, members of the Governing Body shall deal with administrative services and requests through the City Administrator. No member of the Governing Body shall provide direction, criticism or discipline to any subordinate of the City Administrator, either publicly or privately. While friendly and open relations are encouraged among Governing Body members, Department Directors, and employees, requests for information or service will normally be routed through the City Administrator's office in order to maintain the integrity of the administrative process.

**A-7. Equal Employment Opportunity and Affirmative Action.** The City of Mission, Kansas hereby recognizes its commitment and dedication to Equal Employment Opportunity. By implementing this policy, the City reaffirms its commitment to continue to select, compensate, develop, promote, and discipline (up to and including discharge) employees based on their individual abilities, qualifications, and job performance without discrimination on the basis of race, color, religion, sex, national origin, age, disability, genetic information, citizenship, military status, ancestry, sexual orientation, gender identity, marital status, familial status, or any other status protected by applicable law. The City will consider age or sex if it is a bona fide occupational qualification, and will consider disability for purposes of analyzing reasonable accommodation, or in cases where a disability renders an individual unable to perform the essential functions of the position he/she/they holds or has applied for, and reasonable accommodation cannot be provided.

**A-8. Genetic Information Policy.** The City does not discriminate against any applicant or employee because of that individual's genetic information (including information from genetic tests, the genetic tests of family members,



the manifestation of a disease or disorder in a family member, family medical history, or information about any employee's, applicant's or family member's request for or receipt of genetic services). Nor does the City improperly request, require, or purchase any genetic information. Testing for drug or alcohol use is not considered "genetic testing," and may be required by the City in appropriate circumstances. Any specimen(s) gathered for drug and alcohol testing will not be tested for any genetic information.

- (a) *Inadvertent and other Lawful Acquisition.* To the extent the City receives information about an applicant's or employee's family medical history or other genetic information inadvertently or otherwise (e.g., in the administration of a leave or accommodation request), that information will not be used except as required for any legitimate purpose (e.g., to consider an employee's leave request relating to a family member's medical condition), and will be treated and maintained as a confidential medical record and will not be disclosed except as allowed or required by applicable law.
- (b) *Non-retaliation.* The City will not retaliate against any individual because the individual honestly and in good faith makes a complaint of discrimination based on genetic information, and/or participates or cooperates in an investigation of alleged discrimination based on genetic information, or of any other alleged violation regarding the acquisition or use of genetic information. Employees who feel they have been retaliated against for making a complaint or participating in an investigation should immediately report the circumstances or incident to the Payroll / Benefits Specialist or the City Administrator.

## **ARTICLE B. POSITION CLASSIFICATIONS**

**B-1. Objectives and Purpose.** Position classification is a system of identifying and describing different kinds of work in the organization in order to permit equal treatment in employment practices and compensation. Each full-time City position shall, on the basis of the duties, responsibilities, skills, experience, education and training required of the position, be allocated to an appropriate class, which may include either a single position or multiple positions within the same classification. These groupings shall be known as the Classification Plan. The City Administrator shall act as the personnel officer of the City and shall recommend an appropriate position classification system and pay plan to the Governing Body. The Classification and Pay Plan adopted April 2019 is the City's official Classification and Pay system, is subject to annual review and revision, and the most recently approved plan is hereby incorporated by reference.

**B-2. Job Descriptions.** Each position may have a concise descriptive title, a description of the essential and marginal functions (tasks) of the position, physical requirements, and a statement of the qualifications for filling such positions. Such descriptions shall be approved by the City Administrator and shall be kept on file in the Human Resources office and shall be open to inspection by any interested party during regular office hours.

**B-3. Pay Range Plan.** The Governing Body shall adopt a pay plan, with guidelines for minimum and maximum amounts for each classification. The pay range serves only as an approximate guideline as individual circumstances may vary. The pay ranges assigned to each class of positions shall be reviewed at least annually by the City Administrator who shall make periodic recommendations for revision to the Governing Body. The City Administrator, after consultation with Department Directors, shall approve advancements and appropriate pay increases within the approved pay plan and position classification system.

**B-4. Maintenance of the Classification Plan.** It shall be the duty of each Department Director to report to the City Administrator any and all proposed organizational changes which will significantly alter or affect changes in existing positions or proposed positions. The City Administrator is responsible to approve all new or revised job descriptions and recommend appropriate pay ranges for such positions to the Governing Body for approval.

#### **ARTICLE C. RECRUITMENT AND PROMOTION**

##### **C-1. Definitions.**

- (a) *Full-time Employee* is one employed to work a normal workweek of at least 40 hours on a regular and continuing basis.
- (b) *Regular Part-time Employee* is one employed to work less than a normal workweek on a regular and continuing basis and requires at least 1,300 hours of work per year. This employee may be eligible for certain pro-rated leave and benefits.
- (c) *Part-time Employee* is one employed to work less than a normal workweek and requires less than 1,560 hours of work per year.
- (d) *Seasonal Employee* is one employed to meet seasonal work demands for the duration of the program such as, but not limited to, community center, swimming pool and public works employees.
- (e) *Temporary Employee* is one employed for less than six months in a calendar year.

##### **C-2. Recruitment.**

- (a) *Announcement of Vacancies:* Notice of vacancies may be disseminated by posting announcements at City facilities, announcing the vacancy in weekly staff meetings, by sending announcements to various newspapers and other organizations appropriate to the level of job, and/or by posting on the Internet and City of Mission web page.
  - (1) In accordance with the policy of providing promotion from within the organization, with the exception of appointed officials, when qualified personnel exist, a job vacancy need not be announced publicly when such internal promotion is possible. In such a case, although the position may not be externally posted, it may be internally posted to allow internal candidates to apply.

- (2) Any vacancy may be filled from inside or outside the City service. The City reserves the right to seek external applicants simultaneously with reviewing internal candidates.
- (b) *Content of the Announcement:* The announcement shall specify the class title and salary range of the class from which the vacancy is announced; the nature of the work performed; the minimum qualifications required for the performance of the work; the time, place and manner of making application; the closing date for receiving applications and other pertinent information.
- (c) *Application:*
- (1) All applications shall be made on forms prescribed by the City and shall be filed no later than the closing date specified in the announcement. Applications shall contain only that information considered relevant to the duties and qualifications specified for the job in accordance with the Equal Opportunity Policies. Applications are taken for specific openings only and will be retained after the specific opening is filled for a period of one year.
- (2) All applications shall be signed by the applicant and the truth of the statements contained therein certified by such signatures. The City may require such proof of information contained in the application as deemed appropriate.
- (3) Applications may be picked up at City Hall [or downloaded from the City's website](#) when applications are being accepted for job openings.
- (d) *Screening:* The Department Director or his/her/their designee shall review applications and conduct interviews with candidates who meet minimum qualifications. Recommendations for hiring employees are made by Department Directors. As personnel officer for the City, the City Administrator has final authority to hire except as noted in (e) below.
- (e) *Hiring and Termination of Department Directors:* The City Administrator shall have the power to hire and remove (in accordance with these Personnel Policies and Guidelines approved by the Governing Body) all subordinate employees of the City of Mission. The Governing Body shall approve the City Administrator's recommendation for the hiring of all Department Director level positions and the City Attorney. Department Director positions include, but are not limited to: Assistant City Administrator/Finance Director, [City ClerkAssistant to the City Administrator](#), Public Works Director, Chief of Police and Parks and Recreation Director. The City Administrator will advise the Governing Body of the pending termination of Department Directors, appointed officials or board and commission members.
- (f) *Rehire:* After separation with the City for more than 90 days, other than layoff, a former employee may be eligible for rehire without credit for prior service or seniority. Hiring managers who wish to rehire previous employees who were terminated other than "for cause" reasons must seek prior approval from the City

Administrator. If approved for rehire, such employee will be considered a new employee. Any employee who is terminated for cause from the City of Mission's employment will **not** be eligible for future City employment, and depending upon the circumstances may be subject to criminal prosecution.

**C-3. Qualifications of Employment.** Each applicant shall complete a job application and all other necessary forms as required. The application will require that the applicant clearly articulate their qualifications.

- (a) A medical examination may be required after an offer of employment has been extended; provided, that such exams are required of all such applicants who are offered employment in the same position(s). The offer of employment is contingent upon the examination confirming that the applicant can perform the essential functions of the offered position, with or without reasonable accommodation, and without posing a direct threat to the applicant ~~himself/herself~~, or to any other person.
- (b) A drug/alcohol test may be required after an offer of employment has been made for any safety-, security-, or integrity-sensitive position; provided, that such exams or testing are required of all such applicants who are offered employment in the same position(s). The offer of employment is contingent upon the applicant passing any such required test.
- (c) A background check and/or credit check may be required for certain positions. All background checks will be performed in compliance with applicable law.
- (d) *Age Requirement:* Minimum age requirements shall be established only for positions which might require a valid Kansas Driver's License, applicable federal and/or state laws regarding the employment of youth, or as otherwise determined by the City Administrator, with the exception of employment in the Police Department where the minimum age requirement is twenty-one (21).
- (e) *Residence Requirement:* Employees shall not be required to live in the City limits, but they are encouraged to do so. This is intended to foster a greater interest in and concern for the welfare of the community on the part of the City employees. All Department Director level positions and the City Attorney may be non-residents of the City, provided however that such non-residents shall establish and maintain residency within a thirty (30) mile radius of the City of Mission. The City Administrator, in consultation with the Governing Body, may consider and approve exceptions to the residence requirement outlined above.
- (f) *Disqualification:* An applicant may be disqualified if:
  - 1) The applicant does not meet preliminary requirements established for the pertinent class.
  - 2) The applicant has established an unsatisfactory employment record, as evidenced by reference check, of such a nature as to demonstrate unsuitability for employment.
  - 3) The applicant has made a false statement of material fact in the application or on their resume.

- 4) Failure of medical examination (i.e. a medical examination that indicates the applicant cannot perform an essential function of the position with or without an accommodation, or poses a direct threat by doing so, and reasonable accommodation is not possible or feasible);
- 5) Failure of a drug/alcohol test (in the case of an application for a safety-, security-, or integrity-sensitive position).
- 6) Unsatisfactory background and/or credit. A criminal conviction or negative credit history will not necessarily disqualify an applicant. Factors such as the date of the occurrence(s), seriousness of the occurrence(s), nature of the offense, and the relationship of the offense or occurrence, and the position applied for, will be taken into consideration.
- 7) Failure to receive "Employment Authorized" results during eVerify processing. Employee will be given adequate time to resolve discrepancies or contest a mistake. In the event eVerify returns a "final nonconfirmation" of an employee's legal rights to work in the United States, the employee will be terminated.

**C-4. Training Period.**

- (a) In order to achieve a minimum level of competency, each employee, following initial employment, shall undergo a training period. For police this is one year and for all other employees it is six months.
- (b) Each employee promoted to a new classification with higher pay shall also undergo a training period in order to achieve minimal competency in the new position. An employee may be returned to the pay and position he/~~or she~~/they held immediately prior to the promotion or to a position with equal pay and responsibility if a minimal level of competency cannot be demonstrated within a time period of up to six (6) months, as determined by the Department Director and City Administrator.
- (c) The provision of a training period does not guarantee the employee employment for that duration, or any specific duration. City employees remain employees "at will" throughout, and following, any training period.

**C-5. Promotion.** It is the policy of the City to fill vacancies for supervisory, skilled and upper-level positions from within the ranks of present employees whenever possible. All employees seeking promotion shall be expected to meet the minimum qualifications for the class to which they seek promotion. Each applicant shall complete a job application or submit a detailed resume and all other necessary forms as required. A medical examination or (in the case of a safety-, security-, or integrity-sensitive position) drug/alcohol testing may be required after an offer of promotion has been made; provided, that such exams or testing are required of all such employees who are offered promotions in similar positions or position classifications. The offer of promotion is contingent upon the applicant passing any required test(s).

**C-6. Nepotism.**

- (a) In order to avoid favoritism or the appearance of favoritism based on family relationships, no one shall be hired who is a family member of anyone on the City's Governing Body. "Family member" shall be defined as parent, spouse, domestic partner, child, sister or brother, grandparent, grandchild, in-law (mother, father, grandparent, brother, sister, daughter, son), first generation aunts, uncles, nieces, nephews or cousins. Relatives by adoption, step-children and step-parents are included in this definition. However, an employee who is an immediate family member of the Governing Body and who is employed prior to such member taking office, shall retain his/her/their employment with the City.
- (b) If one City employee becomes a "family member" of another City employee after they are both employed, the two employees may not remain in the same supervisory chain. If they are in the same supervisory chain at the time they become "family members," one must be moved to another department and/or out of the supervisory chain within 90 days. If an appropriate position is not available then one of the employees must separate from City employment within the same 90 day period. If the affected employees cannot decide who will separate, then the Department Director, in consultation with the City Administrator, will determine which employee to retain.
- (c) This provision shall not prevent the hiring in a part-time position of an individual who is a "family member" of another City employee (as distinguished from an individual serving on the City Governing Body); provided, however, that no part-time employee shall be directly supervised by a family member.

**C-7. Commercial Driver's License.** The City requires those employees who will be operating trucks, which by Kansas law require a commercial driver's license to operate, to obtain and maintain the appropriate license as soon as possible but no later than six (6) months from the date of employment. To receive reimbursement for the expense of obtaining or maintaining such CDL, employees must submit a claim for reimbursement with the paid receipt showing the cost of the commercial driver's license. Since the commercial driver's license is required by the City for employment and to perform the required duties, the reimbursement is excludable as a wage to the employee. Any CDL employee who receives a moving violation or has their license suspended or revoked must advise their supervisor immediately.

**ARTICLE D. COMPENSATION**

**D-1. Compensation Plan.**

The salary of each employee of the City will normally be set at least annually at an amount within the pay range of the position class to which the employee is assigned, or put on a plan to reach the range minimum within a reasonable period of time. Such determination shall be made by the City Administrator with the advice of the Payroll and Benefits

Specialist and the appropriate Department Director. An employee's continued employment at the salary rate within the class assigned to him/~~or~~her/they shall be contingent upon the provisions outlined in Sections D-2 and D-3.

**D-2. Pay Increases.**

- (a) Department Directors may recommend periodic pay increases for employees based on performance evaluations submitted by the employees' immediate supervisors. Performance evaluations and recommended pay increases will be reviewed by the Department Director and forwarded to the City Administrator for approval.
- (b) Periodic pay increases shall not be routine or automatic and are subject to approval by the City Administrator.

**D-3. Performance Evaluations.**

- (a) Employee performance evaluations will be considered in determining salary increases and decreases within the limits established in the pay plan, as a factor in determining the order of layoffs, and as a means of identifying employees who should be promoted or transferred, or who, because of their low performance, should be demoted or dismissed.
- (b) An evaluation of the performance of each full-time and part-time employee, based on his/~~or~~her/they duties and responsibilities, may be prepared by the employee's immediate supervisor (but is not required) at least annually. Any such evaluation may be in writing on forms approved by the City Administrator. The supervisor may (but is not required to) evaluate in writing, at least quarterly, any employee who has received a less than satisfactory overall performance rating during the past year. An employee-in-training may be (but is not required to be) informally evaluated at the half-way point of the training period, and at the completion of his/her/their training period. If an evaluation is performed under any of the circumstances outlined above, the supervisor will present each evaluation to the employee and allow the employee the opportunity to respond. Less than satisfactory evaluations shall be reviewed and approved by the Department Director prior to presentation to the employee. On an annual basis the City Administrator, in cooperation with the Mayor, may (but is not required to) perform a review of all Department Directors.

**D-4. Pay on Termination.**

- (a) An employee who is terminated will receive his/her/their final paycheck on the first regularly scheduled payday following his/her/their termination.
- (b) Employees discharged for cause, and those who voluntarily terminate without giving a minimum of ten (10) working days' notice, may not be eligible to receive pay for any accrued benefits other than unused vacation days. See Section E-3(b) as to employees-in-training.

**D-5. Timekeeping for Non-Exempt "Hourly" Employees; No Working "Off the Clock"; Reporting Process**

- (a) The City intends to fairly and appropriately pay all non-exempt (overtime-eligible) employees hour-for-hour for all time worked on behalf of the City. Whenever work is performed for the City, whether during the regularly-scheduled shift, before or after the regular shift, or during meal breaks, the City intends to pay non-exempt employees for that time. Employees are required to accurately and truthfully record all time they work for the City; non-exempt employees are specifically prohibited from performing any work for the City "off the clock." Failure to accurately and truthfully record all time worked, whether the effect is to report more or less time than actually worked, is a violation of City policy and may result in discipline up to and including termination.
- (b) Unless specific advance approval is given by the employee's manager or supervisor, non-exempt employees are prohibited from taking work home or performing any services (including monitoring e-mail or voice mail, or responding to phone calls) for the City from remote locations and/or outside of normally-scheduled hours, via electronic communication devices or otherwise. If it is necessary for a non-exempt employee to respond to a specific request outside of the office and outside of scheduled working hours, the employee must report all such time worked. Employees who perform work off-premises without prior approval are subject to discipline, up to and including termination.
- (c) No one has the power to allow or ask, directly or indirectly, any non-exempt employee to perform any work for the City "off the clock." There may be times when operational needs require employees to be assigned work before or after the regularly scheduled shift, or during meal breaks. In all cases, all time worked must be reported on time records, and will be compensated. Any employee who is aware of any non-exempt employee being allowed or asked, directly or indirectly, to perform any work for the City "off the clock" should immediately report the situation to Human Resources. The City will assure that any unpaid wages due are paid, and there will be no retaliation against any employee for reporting any prohibited "off the clock" work, or request for prohibited "off the clock" work.

**D-6. Overtime Compensation (for overtime-eligible employees).**

- (a) Employees holding exempt positions (as defined by the Fair Labor Standards Act) are ineligible for overtime compensation. Full-time employees are generally paid for actual hours worked in excess of any pre-arranged workday schedule. Section D-7 Flexible Scheduling, describes exceptions to this provision.
- (b) The City's policies at least meet, and often exceed, the basic requirements of any applicable wage payment laws. To assure compliance, the following baseline regulation is set forth: Non-exempt personnel shall be paid overtime for actual hours worked over 40 hours in a work-week.



- (c) A non-exempt employee shall not be permitted to work in excess of their normal work schedule except when an emergency exists or overtime work is necessary to carry out normal and essential services of the City, and such work is assigned by the supervisor.
- (d) All overtime work must have prior authorization by the employee's Department Director or supervisor in accordance with the City's policy. The Department Director shall maintain records of any overtime worked and shall provide such records as appropriate to the Human Resources Department for payroll calculations. Working unauthorized overtime may be cause for disciplinary action.
- (e) Compensation for overtime work shall be at the rate of one and one-half times the employee's regular rate of pay. Overtime is rounded and tracked in 10-minute increments. Overtime compensation shall be paid no later than the first payday following the pay period in which the overtime work was performed.
- (f) Non-exempt employees shall be eligible to receive overtime compensation for all hours worked in excess of their normal workweek. Paid vacation and paid holiday hours will count as "time worked" for the purposes of computing overtime. Personal leave, job related injury leave, compensatory time, funeral leave, civil leave, and sick leave are not counted as "time worked" for the purposes of computing overtime.
- (g) Time spent regularly or occasionally "on call", where the employee is not confined to his/her/their home or any particular place, but is required to leave work where he/she/they may be reached or carry a cell phone or pager, is not considered compensable time for base pay or overtime purposes unless the employee is called in for an assignment.
- (h) Non-exempt employees who are called in for an unscheduled assignment, or to work at a time that is outside of their normal work schedules will receive a minimum of two hours pay. Non-exempt employees who are required to work at a time that is less than two hours before the beginning of their normal work schedule do not qualify for the minimum two-hour payment; they will be credited for actual time worked. Pay for call in begins at the time the employee arrives at the work site. Non-exempt employees are required to work overtime as needed and requested by their supervisor.

**D-7. Compensatory Time**

The City will not routinely offer compensatory time in lieu of overtime payments. However, if it is offered the following procedures will apply:

- (a) At the discretion of the Department Director, an employee may be given compensatory time off in lieu of cash payments for the overtime worked. The decision to use compensatory time in lieu of cash pay must be made and the employee informed before the overtime occurs.

- (b) Any compensatory time shall be accrued at the rate of one and one-half times the number of hours worked and is accruable up to 240 hours for non-public safety employees and 480 hours for public safety employees. Accrued compensatory time must be used within 12 months of occurrence or it will be paid at the rate earned at the end of the 12 month period.
- (c) Compensatory time may be used for the same reasons as set out in these Personnel Policies and Guidelines for sick, vacation and personal leave, and based on the purpose of its use, must be scheduled in accordance with City or department policy.
- (d) All overtime work and utilization of compensatory time off must have prior authorization by the employee's Department Director in accordance with the City's policy. The Department Director shall maintain records of any overtime worked and compensatory time taken and shall provide such records as appropriate to Human Resources for payroll calculations.
- (e) Upon termination of employment, available accrued compensatory time will be paid to the employee and will be calculated at the final regular rate of pay received in accordance with (b) above.

**D-8. Flexible Scheduling.** If a supervisor and non-exempt employee agree in advance, the supervisor may allow an employee to work in excess of the prearranged work day schedule in order to take off time on another day during the same work week. The worked time and the time used are a one for one ratio. The time sheet must clearly reflect the actual times worked. Flexible scheduling should be done within a single work week and should not result in an overtime situation.

**D-9. Holiday Compensation.**

- (a) In the event that the traditional date of any holiday shall fall on a Saturday, City offices will be closed on the preceding Friday. The City offices will be closed on the Monday immediately following when the traditional holiday date falls on a Sunday. A police officer of the rank of sergeant and below will be given a bank of 80 hours of Holiday Time (equal to ten 8 hour shifts) to be taken with scheduling and supervisor approval. This method is to accommodate the need for 24x7 staffing with each 8 hour shift being used in lieu of a City observed holiday. Police holiday pay must be taken in 8 hour segments. If upon employment termination, the officer has taken more Police holiday time than City holidays have occurred, the compensation for those hours will be refunded to the City with their final pay, paid extra when scheduled to work on a holiday, or the holiday falls on his/her/their regular day off. Such officers will receive one extra day of pay. Any such officer working less than the entire scheduled work period shall receive a prorated share of the extra day's pay. The Chief of Police may implement a departmental holiday policy which permits holiday scheduling which will not interfere with department operations.

- (b) All full-time non-exempt, ~~non-police~~ employees shall receive 8 hours of straight time pay for every city observed holiday (Holiday Pay). In the event a full-time non-exempt employee is required to work on a city observe holiday, that employee will be paid straight time pay for all hours worked in addition to the 8 hours of holiday pay, twice the employee's hourly rate of pay on a straight time basis when required to work on a designated holiday.
- (c) Regular part-time employees shall be paid for City observed holidays which fall on days for which they would otherwise have been scheduled to work. The amount of pay shall be equal to the wages they would have earned for the number of hours they would have been scheduled to work on that day. In the event that a holiday falls on a regular part-time employee's scheduled day off, the employee shall take off the scheduled workday preceding or the scheduled workday following a holiday.
- (d) Seasonal, temporary, and part-time employees shall not receive paid holidays.
- (e) To be eligible to receive pay for a City holiday, an employee must not have been absent with unapproved leave either on the workday before or the workday after the holiday.

**D-10. Pay Periods; Paydays.**

- (a) The City shall pay all full-time, part-time, seasonal and temporary employees bi-weekly, on alternate Fridays.
- (b) The City shall pay all appointed officials monthly, on the second payday of the month.
- (c) The workweek is defined as Sunday through Saturday.

**ARTICLE E. ATTENDANCE AND LEAVE**

**E-1. Hours of Work.**

- (a) *General Employees.* The normal workweek for regular full-time employees shall be a minimum of 40 hours per work-week on a set schedule to be assigned by the Department Director.
- (b) *Police Officers.* The normal workweek for full-time police officers shall be an average of a 40 hour workweek. The work period shall exclude uninterrupted mealtime.
- (c) *Normal Work Hours.* No employee shall be permitted to work in excess of his/her/their normal work-week except when so directed by the employee's Department Director or immediate supervisor.
- (d) If an employee is absent without leave and without acceptable explanation for a period exceeding three days, or if the employee did not comply with departmental notification procedures for three days, the employee is considered to have abandoned his/her/their job and may be terminated.
- (e) Work hours may be adjusted by the Department Director based on departmental needs.

**E-2. Holidays.**

- (a) The following days shall be paid holidays for City employees: New Year's Day (January 1), Martin Luther King, Jr. Day (third Monday in January), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), Thanksgiving Day (fourth Thursday in November), Friday after Thanksgiving, Christmas Day (December 25), and an additional day at Christmas as explained below.
- (b) From time-to-time, and for certain special occasions, the Mayor or the Governing Body by majority motion may designate other days as special holidays on a one-time basis.
- (c) In the event that Christmas falls on a Monday or Friday, City offices will be closed the following Tuesday or preceding Thursday; in the event that Christmas Day falls on a Tuesday or Thursday, City offices will be closed on the preceding Monday or following Friday, respectively; in the event that Christmas Day falls on Wednesday, City offices will be closed the preceding Tuesday. In the event that Christmas falls on a Saturday or Sunday, City offices will be closed on the preceding Friday and on the following Monday.

**E-3. Vacation Leave.** Vacation leave shall be granted beginning with the date of employment under the conditions hereinafter stated. Any employee who works fewer than 10 days in any month shall not accrue vacation credit for such month of service; provided that this restriction of 10 days shall not apply where the employee has worked fewer than 20 days due to authorized vacation or sick leave or other authorized duty absence. Vacation hours accrue and are to be used based on a calendar year. No employee shall be permitted to use vacation time for any period spent on unauthorized leave. Regular part-time employees shall accrue vacation days on a pro-rata basis. Accrued, unused vacation is not converted to cash in lieu of time off, either while the employee is employed or upon termination, except as specifically provided below.

- (a) *Full-time Employees.* Full-time employees will receive paid vacation leave time according to the following schedule: City Administrator, ~~City Clerk~~ and Department Directors with one through five years of consecutive service shall receive 15 working days of vacation. Other employees with one through five years of consecutive service shall receive 10 working day's of vacation. All employees shall receive one additional working day, to a maximum of 25 working days, for each calendar year served in excess of five years. ~~Paid vacation leave time may be taken during the first six months of employment only under special circumstances and with Department Director approval.~~
- (b) *Accrual Rate Years One through Five.* City Administrator, ~~City Clerk~~, and Department Directors will accrue leave days of 10 hours per month. Other employees will earn 6.67 hours for each full month of employment during years one through five of employment. Employees with start dates prior to the 16<sup>th</sup> of the month will receive credit for the full month. Employees with start dates on or after the 16<sup>th</sup> of the month will

receive no credit for that month. Employees-in-training terminated prior to completion of training other than "for cause" will receive pay for any accrued, unused vacation leave.

(c) *Scheduling.* The dates for the taking of vacation leave shall be scheduled in consultation with the employee's supervisor and Department Director. In cases where the requested vacation schedules of two or more employees would adversely affect the efficient operation of the City, vacation leave shall be granted on the basis of rank, first request, and/or seniority of City employment at the discretion of the Department Director and/or City Administrator.

- Vacation may be taken only when earned. Vacation may be advanced only in extenuating circumstances and only with specific approval of the City Administrator upon recommendation of the Department Director.
- Earned and unused vacation may be carried over from year to year. The City reserves the right to require employees to utilize at least one week's vacation per year to rest and refresh themselves.

Vacation utilization guidelines are as follows:

- (1) Each Department Director reserves the right to limit the amount or timing of vacation taken if the proposed vacation interferes with business operations. Department Directors may implement departmental vacation policies with the City Administrator's permission.
- (2) Vacation time may be used in conjunction with Personal Days or Holidays if pre-approved.
- (3) Vacation time may be used to bridge the employee to disability in the case of the employee's inability to come to work due to their own illness.
- (4) Vacation that is accrued but unused may be carried over for use at a future time.
- (5) If sick and personal time are exhausted, or do not qualify for FMLA concurrent use, vacation time will run concurrently with Family Medical Leave.
- (6) Special circumstances will be considered on a case by case basis, but under no circumstances may any employee ever use more than 20 vacation days sequentially for reasons other than personal illness (including pregnancy) or Family Medical Leave. The City reserves the right to deny such requests that fall outside regular guidelines.
- (7) Department Director ~~and City Clerk~~ vacation leave will be scheduled through the City Administrator. Normally, the Department Director and assistant for the same department may not be on vacation leave at the same time.

(d) *Holiday During Vacation.* City holidays which occur while an employee is on authorized vacation leave will not be counted as a day of vacation for that employee.

- (e) *Minimum Hours.* Employees shall use vacation leave in whole hour increments (no fractions of hours) in units of not less than one hour.
- (f) *Termination.* A maximum of 240 hours of combined accrued but unused current and carry-over vacation time (if any) may be converted to pay in lieu of time off, at the employee's final rate of pay, upon termination if the employee voluntarily resigns with adequate notice, or is terminated for a reason other than "for cause."  
~~No~~ Conversion to cash ~~may not be~~ available to an employee who resigns without adequate notice, or is involuntarily terminated "for cause."

**E-4. Personal Days.** Full-time employees who are on the payroll January 1<sup>st</sup> of each year shall be credited with two personal days. Full time employees hired during the year will receive credit for personal days based upon the following schedule:

- Start dates in the months of January, February, March or April: 2 days
- Start dates in the months of May, June, July, or August: 1 day
- Start dates in the months of September, October, November, or December: 0 days

Employees shall use personal leave in whole hour increments (no fractions of hours) in units of not less than one hour. Personal days not used by December 31<sup>st</sup> of each year shall be deleted, i.e., not carried over into the next year. Personal days are neither carried over nor converted to cash, either while the employee is employed or upon termination. Personal day scheduling and accounting shall be outlined as in E-16.

**E-5. Sick Leave.** All regular full-time employees shall accrue sick leave from the first day of employment. Regular part-time employees shall accrue sick leave on a pro-rata basis. No employee shall be permitted to use sick leave for any period spent on unauthorized leave. Where the reason for absence also qualifies as a Serious Health Condition of the employee or a covered family member under provisions of the Family and Medical Leave Act, sick leave must be used concurrently with FMLA leave (see Section E-11). Used sick leave shall be accounted for as in E-16 upon return to duty. Sick leave may be used upon accrual for the following reasons:

- The employee's own personal illness or physical incapacity.
  - Enforced quarantine of the employee in accordance with community health regulations.
  - Doctor or dentist appointment when the employee provides at least one-day notice to his/her/their immediate supervisor, or as soon as possible if an emergency.
  - To attend to a person whose illness requires the employee's presence. Examples: spouse, child, parent, grandparents or with approval by the City Administrator in extraordinary circumstances.
- (a) *Amount of Sick Leave.* Full-time employees shall earn eight hours of sick leave for each full month of service. Regular part-time employees shall accrue sick leave on a pro-rata basis.

- (b) *Accumulation of Sick Leave.* Sick days may be accumulated to a maximum of 528 hours for use for the above situations.
- (c) *Computing of Sick Leave.* Any planned absence chargeable to sick leave shall be charged in half hour increments. Unplanned absence chargeable to sick leave for non-exempt hourly employees shall be charged in 15 minute increments if entered manually by a supervisor, or will follow the same rounding procedures as used for regular time, if entered using the electronic timekeeping system to make up the balance of the scheduled shift. Absence chargeable to sick leave for exempt employees will be charged in half hour increments.
- (d) *Doctor's certificate.* Sick leave for three days or more may require the employee to furnish the Department Director with a physician's certificate clearly stating that the employee has been under a doctor's care and unable to work for dates which must be specified, and the probable duration of the illness. Employees returning after illnesses of three days or more may be required to provide a release from the physician that the employee is fit to return to work.
- (e) It shall be the responsibility of the employee to notify their Department Director of illness on a daily basis unless certification from a health care provider renders such daily notification unwarranted.
- (f) *Notification.* To be eligible for paid sick leave an employee, or his/her/their representative, shall notify the employee's immediate supervisor and advise the supervisor that sick leave is requested no later than two hours before the beginning of the first workday for which sick leave is taken, or as soon as is reasonably possible. Confirmation of receipt of notice is required from supervisor for employee to be eligible to be paid for sick leave. As stated above, the City reserves the right to require a physician's certification that one of the above criteria is met, thereby warranting use of paid sick leave.
- (g) *Termination of Employment.* Conditioned on the employee terminating "in good standing" (i.e., voluntarily with notice, or involuntarily other than "for cause"), such employee will be paid for 50 percent of the accrued, unused sick leave at the annual rate of pay at the time of termination. Sick leave is not converted to cash in any proportion where an employee fails to provide adequate notice of voluntary resignation, or is terminated "for cause."

**E-6. Sick/Vacation Leave Transfer.** In special circumstances it is possible for employees to donate accrued, unused sick leave or vacation leave to other employees to provide pay for already granted time off. For instance, if a receiving employee has a serious illness or injury, or the receiving employee's immediate family has a serious FMLA approved illness or injury requiring the receiving employee to be off work longer than the time for which they would receive pay from their own accrued sick and vacation leave, the Payroll / Benefits Specialist may be contacted. After discussing the issue with the Department Director and the City Administrator, the Payroll / Benefits Specialist may

accept sick or vacation donations from other employees to transfer to the receiving employee. Once donated, the transfer is irrevocable; any such donation must be fully voluntary by the donor-employee; any employee donating leave must retain a combined balance of 200 hours of accrued sick and vacation leave.

**E-7. Funeral Leave.** In the case of death of a member of an employee's immediate family member (to include employee's spouse, child or adopted child, father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, grandparents, grandparents-in-law, grandchild, or any natural or adopted child or grandchild of the employee's spouse) full-time employees shall be granted paid funeral leave not to exceed three consecutive working days. Additional time off may be granted by the supervisor. To be considered eligible, such approval must be granted before the extension is taken, and the extension will be unpaid unless the employee has available, and opts to use, accrued personal or vacation time. Funeral leave is not counted in the computation of overtime.

**E-8. Injury Leave.**

- (a) All injuries occurring on the job shall be reported to the employee's immediate supervisor as soon as possible, but no later than 24 hours after the incident.
- (b) Any employee injured on the job shall be eligible to receive injury leave with pay for up to the seven-day waiting period for workers' compensation claims, or the duration of the necessary absence, whichever is shorter. If an injured employee has work restrictions which can be accommodated by the City and elects not to work, they will be required to use accrued sick leave time, and will not be eligible for injury pay.
- (c) When an employee receives compensation under the Workers' Compensation Act, the pay he ~~/-or~~ she/~~they~~ receives from the City, while an employee of the City, shall be the difference between his ~~-or~~ her/~~their~~ regular rate of pay and the amount he ~~-or~~ she/~~they~~ receives from workers' compensation.
- (d) Failure to timely report a work related accident or injury may result in disciplinary action.

**E-9. Military Leave.** A military leave of absence will be granted when an employee serves in the uniformed services of the United States. This includes active duty, active duty for training, inactive duty for training, National Guard duty, reserve duty, and time taken off for an examination to determine fitness to do any of the above.

When possible, a request for military leave should be made to the Department Director and Human Resources prior to the beginning of the leave. The employee should also discuss the expected length of the leave and the anticipated return date with the Department Director and Human Resources.

- (a) *Benefits Continuation.* The employee may elect to continue his ~~-or~~ her/~~their~~ health insurance coverage. Please see Human Resources for information regarding health insurance and other benefits.



- (b) *Vacation and Personal Time.* An employee who takes military leave will be permitted (but not required) to use his/her/their accrued and unused vacation time and/or personal time for military duty obligations upon written request. Otherwise, the leave is unpaid.
- (c) *Restoration.* An employee returning from military leave who meets the requirements will be reinstated in accordance with all applicable laws.
- (d) Please refer to the Family Medical Leave Guidelines for additional information on employees who have family members in the military.

**E-10. Civil Leave.**

- (a) *Civil Leave With Pay.* Any employee shall be given necessary time off with pay under any of the following circumstances: (1) when performing jury duty (note: when normal pay is taken, jury duty paycheck shall be endorsed to the City.) (2) When appearing in court as a witness in answer to a subpoena in connection with the City, or as an expert witness when acting in an official capacity in connection with the City, (3) when performing emergency civilian duty in connection with national defense, or (4) for the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled hours of work.
- (b) *Civil Leave Without Pay.* If an employee is involved in a personal lawsuit either as plaintiff or as defendant in an action not related to his-~~er~~-her/their duties with the City, the employee may take leave without pay unless he/she/they elects to utilize accumulated vacation leave or personal days.

**E-11. Family and Medical Leave (FMLA).**

- (a) *Overview.* Each eligible employee will be granted up to 12 weeks of job-protected family and medical leave during any 12-month period looking backward beginning with the first day leave is taken. The leave is unpaid except as provided herein. Such leave will be available as the result of any one, or combination of the following: the birth, adoption or placement of a child for foster care (including paternity leave) ("baby bonding leave"); to care for a spouse, child or parent with a serious health condition; the employee's own serious health condition; qualifying military exigency leave; or for Military Caregiver Leave, to care for a covered service member with a covered service-related serious illness or injury. For Military Caregiver Leave, the leave allotment will consist of 26 weeks of unpaid leave beginning with the first day leave is taken for that purpose and looking forward.
- (b) *Eligibility.* An employee must have worked for the City at least 12 months and a minimum of 1,250 hours during the 12 months preceding the absence to be eligible for FMLA leave.
- (c) *Certification of Need for Leave.* When leave is requested as a result of a serious health condition of the employee, spouse, child or parent, or for Military Caregiver Leave, the employee must provide the City

with authentic and sufficient medical certification completed by a health care provider, on forms to be provided by the City. The City will reimburse the employee if the health care provider charges the employee a fee for filling out the FML medical (re) certification. A receipt of payment must be submitted in order to be reimbursed. The City may, at its own expense, require an opinion from a second health care provider. Where there is a conflict between the two opinions, the City may pay for the opinion of a third provider, selected by agreement of the employee and the City. The opinion of the third provider is binding on both the employee and the City. Medical Certification from an appropriate US Department of Defense health care provider or other health care provider authorized in the regulations must be provided for certification of Military Caregiver Leave. The City may likewise require verification of the need for Qualifying Military Exigency Leave.

- (d) *Required Notice by Employee of Need for Leave.* Where foreseeable, employees are required to provide at least 30 days' notice (or as much advance notice as is practicable, if less than 30 days) before beginning to take such leave. Whether the need for leave is foreseeable or unforeseeable, an employee must follow the City's (and/or the employee's Department's) usual and customary call-in procedures, absent unusual circumstances that prevent the employee from doing so. Where no unusual circumstances justify such a failure, FMLA coverage for the absence may be delayed or denied. Merely calling in "sick" without providing more information is not sufficient to trigger FMLA coverage for that absence, and such absence may be subject to the City's (or Department's) regular attendance and absenteeism policies and guidelines.
- (e) *Length of Leave Allotment.* The cumulative total of any one or combination of the above qualifying shall count toward the 12 weeks of leave (or 26 weeks in the case of Military Caregiver leave) provided under this law. Employees will normally be notified of their eligibility for leave under the FMLA within five working days following the City's knowledge of a potentially qualifying absence. Within five business days after required certification is returned, employees will normally be notified of whether or not the leave is FMLA covered, and if so, of specific expectations and obligations under the FMLA. The City's obligations under FMLA shall cease upon the expiration of the applicable FMLA allotment, or when an employee gives notice of his/her/their intent not to return to work, whichever occurs first. The City reserves the right to request certification and/or re-certification verifying the need for leave during leave as allowed. An employee who does not return to work at the end of the authorized leave period or upon exhaustion of the applicable leave allotment under this policy and the FMLA may be subject to termination.
- (f) *Interaction with Paid Benefits.* If the FMLA qualifying condition is the serious health condition of the employee, or of the employee's spouse, child, or parent, or for Military Caregiver Leave, then the employee must use accrued sick time concurrently with FMLA. If sick time is exhausted, the employee must use

personal, then vacation time, concurrently with FMLA before the leave becomes unpaid. The employee may, but is not required to, supplement worker's compensation benefits with accrued but unused sick, personal or vacation pay to receive 100% of pay. For baby bonding and qualifying military exigency leave, the employee must use personal, then vacation time concurrently with FMLA before the leave becomes unpaid. Employees on unpaid family leave will not accrue any seniority, vacation, sick leave, or other benefits.

- (g) *Return to Work Certification.* As a condition of restoring the employee whose leave was occasioned by the employee's own serious health condition, the employee must obtain and present a certification to Human Resources from the employee's health care provider stating that the employee is able to return to work and perform the essential functions of the position to which he/she/they seeks restoration. The City may delay the employee's restoration until the employee submits an authentic and sufficient release to return to work.
- (h) *Restoration.* Unless the position has been eliminated for a reason other than the employee's absence, or the employee is a "key employee" whose restoration would cause grievous economic injury to the City, or the employee is terminated for some reason other than the FMLA absence, an employee who is released to return to work to perform the essential functions of the position within the FMLA allotment will be restored to his/her/their position or to a position with equivalent benefits, pay and other terms and conditions of employment. To allow the City to make adequate scheduling arrangements and have work available for the employee upon returning to work, the employee must give at least 48 hours advance notice of the intent to return to work.
- (i) *Health Insurance Coverage.* During the FMLA covered absence, the City will continue to provide health care coverage under the same provisions as if the employee were actively working. If the employee fails to return from leave, the City can recover the premium(s) paid on behalf of the employee to maintain health care coverage during the absence. If failure to return to work is due to the continuation, recurrence, or onset of a serious health condition beyond the employee's control, the employee will not be liable for health care premiums paid while on family leave. In such cases, a certification issued by a health care provider will be required.

**E-12. Non-FMLA Medical Leave**

- (a) An employee who is not FMLA-eligible and who has a medical condition (physical or mental) that requires leave beyond that provided under the City's sick leave policy may request a leave of absence for a reasonable time for his-~~er~~/her/their own medical condition that requires absence from work. Medical certification verifying the medical necessity for the leave, and identifying the expected duration of the

leave, must be submitted to support the leave request. Approval of a leave request under this policy, and the length of any such leave, will be analyzed based on the City's operational needs. The City reserves the right to seek an independent medical opinion of the medical need for the leave, and the duration of any such leave, under appropriate circumstances.

- (b) An employee who requests and is approved for a leave of absence under this policy must use any accrued and unused sick, personal, and vacation leave or short term disability benefits (as applicable) during the leave; if such benefits are unavailable, the leave will be unpaid.
- (c) Within the reasonable time approved for the leave of absence, and upon providing the City with reasonable notice of the employee's intent to return to work and a release to return to work, the City will reinstate the employee to his/her/their original job, or to a position of similar pay and status without loss of seniority or other benefits. Employees who cannot, or do not, return to work following the reasonable leave of absence allowed by the City are subject to termination of employment.

**E-13. ~~Paid Parental Leave~~~~Non-FMLA Maternity Leave~~**

~~A pregnant employee who is not eligible for FMLA leave may request a leave of absence for childbirth and/or recovery therefrom. The City will provide a leave of absence for a reasonable period of time following childbirth. Approval of a leave request under this policy, and the length of any such leave, are within the City's sole discretion.~~

~~(c) An employee who requests and is approved for a leave of absence under this policy must use any accrued and unused sick, personal, vacation and/or short term disability benefits to cover the leave; if such benefits are unavailable, the leave will be unpaid.~~

~~(d) Following childbirth and within the reasonable time approved for the leave of absence, and upon providing the City with reasonable notice of the employee's intent to return to work and a release to return to work from the employee's health care provider, the City will reinstate the employee to her original job or to a position of similar pay and status without loss of seniority or other benefits. Employees who cannot, or do not, return to work following the reasonable leave of absence allowed by the City are subject to termination of employment.~~

~~(a) Overview. Eligible employees may receive up to 6 weeks of paid parental leave due to the birth of an employee's child or the placement within an employee's home of an adopted child or foster child. Employees must be eligible for Family and Medical Leave (FMLA) in order to qualify.~~

~~(b) Eligibility. To be eligible to receive paid parental leave, the employee must also qualify for FMLA. The employee will have worked for the City at least 12 months prior to the event and a minimum of 1,250 hours during the 12 months preceding the absence. In addition, the employee must meet one of the following criteria: Have given birth to a child, be a spouse or committed partner of a woman who has~~

given birth to a child, or have adopted a child or been placed with a foster child (must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

(c) Amount, Time Frame and Duration. Approved paid parental leave is compensated at 100% of the employee's regular, straight-time pay and will be paid on a bi-weekly basis on regularly scheduled pay dates. Eligible employees will receive a maximum of 6 weeks of paid parental leave per birth, adoption or placement of a child. A multiple birth, adoption or placement does not increase the 6 week total amount of paid parental leave granted. In no case will an employee receive more than 6 weeks of paid parental leave in a rolling 12 month period. Approved parental leave may be taken at any time during the 12-month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this 12-month time frame. Time may be taken in a continuous period or intermittently, but leave may be denied or scheduled so as to minimize negative impacts to scheduling or coverage. If two employees are spouses and both eligible for leave, the leave may be taken at the same time or staggered as long as not to negatively impact scheduling or coverage.

(d) Request for Paid Parental Leave. The employee will provide his/her/their supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary Request for Paid Parental Leave as well as the request for FMLA forms and provide all documentation as required by the Human Resources to substantiate the request, to include medical documentation for the birth of a child or appropriate adoption or foster documentation, such as a letter from the governing agency or from the attorney in the case of a private agency.

(e) Coordination with other policies and benefits. Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave (whether paid or unpaid) granted to the employee under the FMLA exceed 12 weeks during the 12-month look-back period. Please refer to the Family and Medical Leave Policy for further guidance. After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through the employee's accrued sick, vacation and personal time. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave. The City will maintain all benefits during the paid parental leave. The employee portion of the premium deductions will continue to be withheld as scheduled.

**EE-14. Non-FMLA Maternity Leave**

A pregnant employee who is not eligible for FMLA leave may request a leave of absence for childbirth and/or recovery therefrom. The City will provide a leave of absence for a reasonable period of time following childbirth. Approval of a leave request under this policy, and the length of any such leave, are within the City's sole discretion. An employee who requests and is approved for a leave of absence under this policy must use any accrued and unused sick, personal, vacation and/or short term disability benefits to cover the leave; if such benefits are unavailable, the leave will be unpaid.

Following childbirth and within the reasonable time approved for the leave of absence, and upon providing the City with reasonable notice of the employee's intent to return to work and a release to return to work from the employee's health care provider, the City will reinstate the employee to his/her/their original job or to a position of similar pay and status without loss of seniority or other benefits. Employees who cannot, or do not, return to work following the reasonable leave of absence allowed by the City are subject to termination of employment.

**E-15. Paid Caregiver Leave**

(a) ~~14.~~ Overview. Eligible employees may receive up to 6 weeks of paid caregiver leave to provide intermittent or continual care for a spouse, child or parent who due to a medical issue is unable to care for his/her/their self. Employees must be eligible for Family and Medical Leave (FMLA) in order to qualify.

(b) Eligibility. To be eligible to receive paid caregiver leave, the employee must also qualify for FMLA. The employee will have worked for the City at least 12 months prior to the event and a minimum of 1,250 hours during the 12 months preceding the absence. In addition, the employee must be the primary caregiver for the person receiving care.

(c) Amount, Time Frame and Duration. Approved paid caregiver leave is compensated at 100% of the employee's regular, straight-time pay and will be paid on a bi-weekly basis on regularly scheduled pay dates. Eligible employees will receive a maximum of 6 weeks of paid caregiver leave per medical issue. In no case will an employee receive more than 6 weeks of paid caregiver leave in a rolling 12-month period. Approved caregiver leave may be taken at any time during the 12-month period. Paid caregiver leave may not be used or extended beyond this 12-month time frame. Time may be taken in a continuous period or intermittently, but leave may be denied or scheduled so as to minimize negative impacts to scheduling or coverage. If two employees are spouses and both eligible for leave, the leave may be taken at the same time or staggered as long as not to negatively impact scheduling or coverage.

(d) Request for Paid Caregiver Leave. The employee will provide his, her, or their supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed

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date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary Request for Paid Caregiver Leave as well as the request for FMLA forms and provide all documentation as required by the Human Resources to substantiate the request, to include medical documentation certifying the need for additional in-home care.

(e) *Coordination with other policies and benefits.* Paid caregiver leave taken under this policy will run concurrently with leave under the FMLA; thus any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the need to serve as primary caregiver for a spouse, parent or child, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave (whether paid or unpaid) granted to the employee under the FMLA exceed 12 weeks during the 12-month look-back period. Please refer to the Family and Medical Leave Policy for further guidance. After the paid caregiver leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through the employee's accrued sick, vacation and personal time. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave. The City will maintain all benefits during the paid caregiver leave. The employee portion of the premium deductions will continue to be withheld as scheduled.

**E-16. Time Off for Victims of Domestic Violence and/or Sexual Assault.**

- (a) The City provides excused leave from work for an employee who is the victim of domestic violence and/or of sexual assault for any of the following reasons:
- To obtain, or attempt to obtain, any relief including a restraining order or other injunctive relief to ensure the employee's health or the health of the employee's child or children;
  - To seek medical attention for any injuries caused by domestic violence or sexual assault;
  - To obtain services from a domestic violence shelter, domestic violence program or rape or sexual assault crisis center; and/or
  - To make court appearances in the aftermath of domestic violence and/or sexual assault.
- (b) *Length of the Leave and Pay During Leave.* The maximum length of leave under this policy for any qualifying reason(s) will be the amount of the employee's earned, unused sick, vacation or personal time, or eight days per calendar year, whichever is greater. Once the employee's sick, vacation or personal is exhausted, the leave will be unpaid. If an employee is eligible for FMLA leave, and if the reason for the particular absence also qualifies for FMLA coverage, the leave will also be drawn down from the employee's annual FMLA allotment.

- (c) *Required Notice and Certification of Need for Leave.* An employee who needs to take time off work for any of the above purposes is required to give the City reasonable advance notice, unless such notice is not feasible. An employee who has provided advance notice will be allowed up to 48 hours after returning from the requested time off to provide supporting documentation, which may include a police report, a court order or other documentation from an appropriate medical professional, domestic violence advocate or counselor. If the absence is unscheduled, the employee must provide the support documentation within 48 hours after the beginning of the unscheduled leave. Notice of the need to be absent for a reason qualifying under this Policy, and all required support documentation, should be provided to Human Resources.
- (d) *Confidentiality.* The City will keep confidential, to the extent allowed by law, both the fact that an employee requests or uses leave under this Policy, and all supporting documentation regarding the leave.

**E-17.5 Other Leave/Absences.**

- (a) *Meetings, Seminars/Training.* Any employee may be granted absence with pay to attend meetings, seminars and conventions related to the employee's work for the City when such attendance is authorized by the employee's Department Director. These absences will not be charged as vacation leave.
- (b) *Leave of Absence.* An employee, upon written request, and with the recommendation of his/her/their Department Director, may be granted a leave of absence without pay or benefits for a period of up to six months, subject to the approval of the City Administrator. These absences will not be charged as vacation leave. The City cannot guarantee that the position will be available upon the employee's return. No time off benefits or seniority accrue during this leave of absence.

**E-168. Request for Leave/Leave Accounting.** Leave records shall be maintained by Human Resources through the payroll accounting system. Department Directors shall be responsible for approval of all subordinates' leave requests. The City Administrator shall be responsible for approval of leave requests for Department Directors, the City Clerk, or any other direct report of the City Administrator. Leave accounting shall be accomplished via a form available from Human Resources and shall be returned to Human Resources upon completion.

**E-197. Credits for Paid Leave.** An employee while on paid sick leave, vacation leave, workers' compensation leave, or other paid leave shall continue to earn credit for sick leave and vacation leave, but no leave credit shall be earned by any employee while on leave without pay.

**E-2018. Work From Home.** Occasional work from home may be granted on an as-needed basis for circumstances such as inclement weather, special projects, business travel, family and medical leave, or other temporary situations as deemed appropriate by the Department Head and City Administrator. ~~for urgent personal matters.~~ However, ~~it~~ must always be done with prior approval from the employee's ~~your~~ manager and Department Director. If an



~~employee you are~~ working from home, ~~your the~~ work area must be free from distractions and ~~you the employee~~ must be available. As all employees are needed at work to serve our citizens, the City reserves the right to deny "working from home" for any business reason.

#### **ARTICLE F. OTHER EMPLOYEE BENEFITS**

**F-1. Retirement – OASDI Benefits (Old Age Survivor and Disability Insurance).** All eligible employees and Governing Body members elected after April 1, 1986 of the City are under the federal OASDI Social Security System, and receive appropriate benefits in accordance with federal laws and guidelines. The cost of this benefit is paid equally by the City and the employee, with the employee contribution accomplished via payroll deduction.

**F-2. Retirement – KPERS and KP&F Benefits.**

- (a) All eligible employees (other than police officers) of the City become members of the Kansas Public Employees Retirement System (KPERS) and receive the benefits thereof after enrollment, in accordance with state laws and guidelines. All employees who are contributing members of KPERS are eligible for the insured death and disability benefits provided by KPERS, which ~~is~~ are supplemental to the regular KPERS benefits.
- (b) All full-time police officers become members of the Kansas Police and Fire (KP&F) plan in accordance with state laws and guidelines with eligibility beginning the first day of employment. In addition to the retirement and death benefits, KP&F also provides the employee with disability coverage.

**F-3. Workers' Compensation Benefits.** Any City employee who sustains a work-related injury or illness may receive the benefits of the Kansas Workers' Compensation Act in accordance with such law and guidelines.

**F-4. Unemployment Compensation.** City employees may qualify for benefits under the Kansas Employment Security (unemployment compensation) Act in accordance with such law and guidelines.

**F-5. Life Insurance.** In addition to the death benefits provided under OASDI and KPERS/KP&F, the City provides group term life insurance for regular full-time employees. The cost of this benefit is paid entirely by the employer.

**F-6. Deferred Compensation.** All employees may choose to participate in IRS 457 deferred compensation plans offered by the City. Under the plans offered, the employee determines the amount of compensation to be withheld annually by the City in compliance with the minimum and maximum allowed by Federal law. The amount selected is forwarded by the City to the employee's selected account and is subject to IRS guidelines.

**F-7. Supplemental Retirement.**

- (a) **Principal Financial Group.** A non-contributory 401(a)4 money purchase plan is provided for employees not enrolled in KP&F who meet plan eligibility requirements. The City contributes two percent (2%) of each

applicable employee's gross salary on a per payroll basis. A vesting schedule is available from the Human Resources Department.

- (b) **Eligibility.** Employees who have completed one year of service and who have worked more than 1,000 hours during that period and are 21 years of age are eligible to participate in the supplemental retirement plan.
- (c) **Money Purchase Thrift Plan.** A voluntary contributory money purchase thrift plan currently with Principal Financial Group is also available for employees not enrolled in KP&F who meet plan eligibility requirements. Each eligible employee may voluntarily contribute during the year an amount not to exceed ten percent of his/her/their current compensation.

**F-8. Health Care Program.** Upon employment, all employees regularly scheduled for 30 or more hours per week shall be eligible for the City's group health care insurance program. Coverage is also available for spouses, domestic partners and dependents. A part-time employee who becomes a full-time employee shall be eligible for group health care insurance as of the date of change in employment status.

- (a) The City may require employee participation in the cost of benefit premiums.
- (b) When an individual employee is required to contribute because of participation in the City's group health care program, the amount of such contribution shall be a payroll deduction. Health insurance payroll deductions qualify for tax exemption under the City's IRS 125 (flexible spending account) plan and, therefore, are not eligible for deduction by the employee for income tax purposes after year-end.
- (c) An employee on workers' compensation leave will have the employee's share of the cost deducted from any compensation due the employee. In the event no compensation is due, insurance may be extended at the option of the employer and in accordance with Family Medical Leave, if it applies.
- (d) No employee shall be entitled to a cash payment in lieu of health care insurance coverage.
- (e) The City complies with those provisions of the Federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA) relating to the extension of group health care plan care coverage upon termination of city employment. Under no circumstances shall any retired or disabled person, or spouse, or domestic partner, thereof, who has attained the age of 65 or qualifies for Social Security Administration Medicare coverage, remain on the City's insurance plan.

**F-9. Other Insurance.** The City provides the opportunity for full-time employees and their qualified dependents to access voluntary dental, vision, life, cancer, accident, and other insurance protection through payroll deduction from third-party provider(s). The City may participate in the cost of these coverages as established by the City Council on an annual basis.

**F-10. City Recreation Facilities.** Community center and outdoor pool memberships are provided for full-time employees and their families, and individual memberships for regular part-time employees at no cost to the employee. The cost of the membership is considered a taxable benefit for the employee. Part-time, seasonal and temporary employees are not eligible to receive this benefit.

**F-11. Educational Reimbursement.** All full-time employees who have been employed by the City for at least one year are eligible for educational reimbursement, including expenses for textbooks, technology fees, and other required supplies, as long as the educational opportunity for which reimbursement is sought benefits the employee in the performance of his/her/their job. Reimbursement will be made after the employee provides proof of completion of the course with at least a 2.0 grade on a 4.0 scale for undergraduate/associate degrees and a 3.0 on a 4.0 scale for graduate degrees. Approval of the City Administrator with Department Director recommendation is required prior to enrollment, subject to budget and funding availability, and the amount may not exceed \$2,000 for any one employee during a calendar year. Employees participating in this program must complete one year of employment for the City following reimbursement; an employee who voluntarily resigns, or who is terminated "for cause," before that time will be required to repay the City any reimbursement provided.

**F-12. Retirement Health Insurance Benefits.** The City will continue to provide health care coverage at its lowest rate and pay for a tenure-based percentage of the monthly premium for the following retired employees under the following circumstances and to the following extent:

- (a) The percentage of the premium paid by the City will be based on the employee's tenure with the City upon retirement as follows:
  - 10-14 Years of Service                      25% subsidy of lowest plan
  - 15-19 Years of Service                      30% subsidy of lowest plan
  - 20-24 Years of Service                      40% subsidy of lowest plan
  - 25+ Years of Service                        50% subsidy of lowest plan
- (b) The City will pay the appropriate tenure-based percentage (as defined above) of medical benefit costs, not to include dental or vision, less any amount the Social Security disabled employee receives from a future employer's short-term disability plan until the disabled employee receives Social Security Medicare benefits.
- (c) Employees who are under the age of 65 years when they retire and shall have retired within the retirement eligibility guidelines of the Kansas Public Employees Retirement System (KPERS and KP&F) may participate in this coverage.
- (d) Employees who wish to participate in this coverage must elect to do so 30 days or more before their retirement date.

- (e) This tenure-based percentage premium plan is available only to retired employees and their spouses. Status of employee versus employee plus spouse is determined upon date of retirement. A spouse may not be added, nor a different spouse substituted after that date. The City's percent participation is limited to lowest applicable employee or employee and spouse premium rates.
- (f) Employee and child or family insurance coverage may be purchased by retired employees eligible for this coverage with 100% of the additional premium payable by the employee. The City's percentage is limited to employee (applied to employee and child) or employee and spouse basic (applied to family) premium amount.
- (g) This coverage will cease when a retired employee reaches age 65 or becomes eligible for Medicare.
- (h) In the event of the retired employee's death, obtaining coverage elsewhere, or becoming eligible for Medicare, this coverage will cease. His/her/their spouse will be covered by this benefit in accordance with COBRA regulations, but may be terminated earlier as a result of death, remarriage, qualifying for Medicare or availability of coverage by spouse's employer. The qualifying spouse shall be responsible for the appropriate tenure-based percentage of the monthly coverage.
- (i) If a retired employee or spouse fails to make his/her/their percentage portion of any required premium payment on time, coverage will terminate and will not be reinstated.
- (j) If a retired employee becomes eligible under a health plan from another employer, this coverage will terminate.
- (k) The City will review annually the program of employer-paid retiree coverage and expressly reserves the right to amend, terminate or otherwise modify all or any portion of the program at any time and from time-to-time, with respect to any or all of the retired employees. Any such amendment, modification or termination may apply to current participants in the program as well as to future participants.
- (l) The retiree premium subsidy may be applied to health insurance (medical plan) benefits only. Retirees may elect to continue dental and vision benefits in accordance with applicable COBRA provisions and 100% of applicable premiums will be the responsibility of the retiree.

**F-13. Disability Health Insurance Benefits.** The City will continue to provide health care coverage at its lowest rate and pay for 50% of the monthly premium for the following disabled employees, under the following circumstances and to the following extent:

- (a) Such employee has been adjudicated as being disabled by the Social Security Administration.
- (b) The City will pay 50% of medical benefit cost, not to include dental or vision, until the disabled employee receives Medicare benefits.

- (c) Employees who wish to participate in this coverage must elect to do so within 30 days following the date of disability determination/adjudication.
- (d) This 50% premium subsidy is available only to disabled employees and their spouses. Status of employee versus employee plus spouse is determined upon date of disability. A spouse may not be added nor a different spouse substituted after that date. The City's 50% participation is limited to applicable employee or employee and spouse premium amount.
- (e) Employee and child or family insurance coverage may be purchased by disabled employees eligible for this coverage with 100% of the additional premium payable by the employee. The City's 50% is limited to employee (applied to employee and child) or employee and spouse (applied to family) basic premium amount.
- (f) Notwithstanding subsection (b), this coverage will cease when a disabled employee reaches age 65.
- (g) In the event of the disabled employee's death, obtaining coverage elsewhere, or becoming eligible for Medicare, this coverage will cease. His/her/their spouse will be covered by this benefit in accordance with COBRA regulations, but may be terminated earlier as a result of death, remarriage, qualifying for Medicare or availability of coverage by spouse's employer. The qualifying spouse shall be responsible for 50% of the monthly premium.
- (h) If a disabled employee or spouse fails to make his/her/their portion of any required premium payments on time, coverage will terminate and will not be reinstated.
- (i) If a disabled employee becomes covered under a health plan from another employer, this coverage will terminate.
- (j) The City will review annually the program of employer paid disabled retiree coverage and expressly reserves the right to amend, terminate or otherwise modify all or any portion of the program at any time and from time-to-time, with respect to any or all of the disabled employees. Any such amendment, modification or termination may apply to current participants in the program, as well as to future participants.

**F-14. Retirement/Disability Health Insurance Annual Renewal.**

Any retired or disabled employee taking advantage of the coverage offered by F-12 or F-13 above, may be required, on or before October 15<sup>th</sup> of each year, to produce, in writing from the Social Security Administration, proof of ineligibility for Social Security Medicare benefits in order to remain on the City's health insurance coverage. Failure to do so may result in termination from the City's plan.

**F-15. Personal Information and Data.**

It is the policy of the City of Mission that protected health information, and/or genetic information, and personal data will be used and disclosed in a manner that respects employees' right to privacy, and only in accordance with privacy regulations and applicable law.

The City will only collect personal information for employees and others if it is required to pursue its business operations and to comply with government reporting and disclosure requirements. Personal information collected by the City includes employee names, addresses, telephone numbers, email addresses, emergency contact information, EEO data, social security numbers, driver's license numbers, date of birth, employment eligibility data, benefits plan enrollment information, which may include dependent personal information, and school/college or certification credentials, credit card information, bank accounts, and other similar information. All pre-employment inquiry information and reference checking records conducted on employees and former employee files are maintained in locked, segregated areas.

Personal information will be considered confidential and as such will be shared only as required and with those who have a need to have access to such information or in compliance with valid legal process. All hard copy records will be maintained in locked, secure areas with access limited to those who have a need for such access.

City-generated information, which may include organizational charts, department titles and staff charts, telephone directories, e-mail lists, facility or location information and addresses, is considered by the City to be proprietary information to be used for internal purposes only. The City maintains the right to communicate and distribute such information as it deems necessary to conduct business operations.

Examples of the release of personal employee information that will not be considered a violation of City policy include the following:

- Partial employee birth dates, i.e., day and month may be shared with Department Directors who elect to recognize employees on such dates.
- Personal telephone numbers or e-mail addresses may be distributed to Department Directors in order to facilitate work schedules or business operations.
- Employee identifier information used in salary or budget planning, review processes and for timekeeping purposes may be shared with Department Directors.

- Employee's employment anniversary or service recognition information may be distributed to Department Directors periodically.
- Employee and dependent information may be distributed in accordance with open enrollment processes for periodic benefit plan changes or periodic benefits statement updates.
- Employee and dependent personal information may be shared with plan providers as required for claims handling or record keeping needs.
- All information available under the Kansas Open Records Act.

If an employee becomes aware of a material breach in maintaining the confidentiality of any confidential information, the employee should report the incident to the Payroll / Benefits Specialist who will investigate, or refer to the appropriate department, all incidents of alleged material breaches of confidentiality in order that appropriate corrective action may be taken.

**F-16. Travel and Training.**

In order to encourage professional development, it is sometimes necessary to send employees to professional conferences and training both inside and outside the local area. When travel is required, the City reimburses for reasonable, approved and documented travel-related expenses for attending professional conferences and training courses that provide mutual benefit for both the employee and the City, in accordance with City policies. In specific circumstances, the City may consider advancing expenses with specific approval from the Department Director and City Administrator. As a general rule, however, advances are not available.

- (a) Employees must receive approval from their Department Director prior to registering for training. Approval is based on departmental needs, available funding and other factors.
- (b) Employees are responsible for turning in all travel related receipts and documentation within fourteen (14) calendar days after returning from City related travel.
- (c) Authorized Expenses
  - (1) Registration
  - (2) Transportation. The City will cover the cost of the most economical of the following three modes of transportation:
    - Personal vehicle
    - Commercial carrier – tourist class or most economical airline
    - City Vehicle
  - (3) Lodging. The City will cover the cost of reasonable single lodging expenses. When an employee's spouse accompanies the employee, the City will absorb the cost of the double occupancy rate. The employee is responsible for the spouse's commercial carrier expense.

- (4) Meals
  - (a) Overnight travel. When an employee is required to travel away from home overnight for city business the meals will be provided/reimbursed by the City and are excludable as wages to the employee under IRS regulations.
  - (b) No overnight travel. When no overnight travel is required, meals will be the responsibility of the employee.
- (5) Pay for travel: The City complies with all laws and regulations regarding payment of travel time and work time for non-exempt employees during external training. Hours expectations should be reviewed with the Department Director prior to attending the training.
- (6) Employees are required to adhere to the same behavioral and professional standards when traveling as they do when at work at the City.

**F-17. Per Diem and Mileage.** A per diem amount equal to the daily Federal rate for various cities for approved travel and training attendance on behalf of the City is authorized. Mileage reimbursement for the use of one's personal vehicle on behalf of the City shall be at the approved IRS mileage rate in effect at the time. To be reimbursed for mileage, the employee must submit a request for reimbursement stating where the travel was to, and for what purpose, along with the number of miles for the trip and the amount requested for reimbursement. This payment is excludable as a wage as it is a business connection and adequate accounting/substantiation has been made. All requests for per diem and reimbursement shall be submitted to the Department Director for approval prior to travel. The City is not responsible for expenses incurred without proper approval.

**F-18. Reimbursement Policy for Non Attendance at City Scheduled Functions.** Occasionally staff members may be scheduled to attend functions for which the City has paid in advance. The following procedure shall apply if the individual(s) fail(s) to attend the function and the City is unable to obtain a refund.

- (a) Proposed attendee should carefully consider projected date and make every effort to ensure his/her/their schedule permits attendance prior to making a commitment on behalf of the City, make every effort to attend, i.e. do not take on subsequent commitments.
- (b) Staff/attendee should have clear understanding of "last cancel date for refund."
- (c) If attendee must cancel, advise City Administrator or Department Director as far in advance as possible.
- (d) Cancellation should be based on "good faith" reason, i.e., unforeseeable personal or family illness, or a death requiring attention of participant, or an unavoidable and serious conflict of personal nature that will cause undue hardship to the attendee or an unforeseen, work related emergency.
- (e) Staff/individual involved should attempt to find substitute attendee; staff will arrange to replace original attendee, if possible.



- (f) If "good faith" effort is made to attend, City will not seek reimbursement from original attendee.
- (g) If substitute attendee cannot be provided, staff/individual will seek reasonable reimbursement from program, if possible, prior to seeking individual reimbursement.
- (h) Final decision on individual reimbursement requirement will rest with the City Administrator.

**F-19. City Provided Vehicles.** Vehicles owned by the City are not to be used for personal use except for commuting to and from work or de minimis personal use (within 2 miles of the most direct route to and from work) as allowed by IRS regulations. The personal use of a City owned vehicle will be a taxable benefit to the employee. The City will determine the rule which will be used to value this benefit based on the IRS regulations in effect when the vehicle is assigned to the employee. A list of employees eligible to take City owned vehicles home will be approved annually by the City Administrator.

**F-20. Cell Phones.** Employees whose work requires that they be accessible by cell phone will be provided a monthly phone allowance paid to the employee through the payroll system and considered a taxable benefit. The dollar amount of the monthly allowance will be determined by the Department Director and approved by the City Administrator annually. Employees may not use their cell phone cameras to photograph non-public documents or information. Likewise, employees are required to respect the privacy of individuals who come to City Hall or other municipal buildings for city business purposes. Please do not take recreational pictures of co-workers without their permission.

**F-21. Personal Use of Cell Phones.** Minimal personal cell phone use while on duty may be allowed subject to supervisor approval. Employees are encouraged to make personal calls while on breaks. If an employee's use of cell phone is deemed to be excessive, he/she/they will be required to keep it stowed away during work time. Cell phones should be kept on vibrate at all times while at work.

**F-22. Purchasing Cards.** Employees may be issued a purchasing card (P-Card) in accordance with a program authorized by the Governing Body. Employees will be required to comply with all P-Card program policies and procedures in accordance with a user agreement signed at the time the card is issued. Failure to comply with the terms of the program may result in disciplinary action up to and including termination.

#### **ARTICLE G. DISCIPLINE.**

**G-1. General Policy.** The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the City organization is for the most part "self" discipline. It is the duty of employees to work and perform in accordance with the values, service standards, policies and guidelines of the City and the department in which they work. Each employee is expected to be self-

disciplined and to work hard at being the best at what he/she/they does and in helping the City provide a high level of public service. When an employee does not exercise adequate self-discipline or is not successful in meeting the requirements of his/her/their job, it may be necessary for his/her/their Department Director or supervisor to consider disciplinary actions as a means of encouraging the employee to modify his/her/their behavior. Disciplinary action includes a process which may result in a verbal or written reprimand, disciplinary probation, suspension, demotion or dismissal of an employee or appointed official.

**G-2. Issue Resolution.** The City respects and values the opinions and views of all employees. The City supports employees' efforts to bring to the attention of management their questions, concerns, dissatisfaction, or complaints about work-related situations other than alleged harassment and/or discrimination. Reports of alleged harassment and/or discrimination must be raised in accordance with Article J. Employees are advised to communicate their problems or concerns, without fear of retribution, and receive fair and prompt resolution or explanation. Employees are encouraged to bring their concerns first to their supervisor. However, if the employee feels that the supervisor did not satisfactorily resolve the matter, they must submit their issue in writing to their Department Director or, if appropriate, the City Administrator. The issue will be addressed as soon as is practicable and the decision of the City Administrator is final.

**G-3. Improper Conduct.**

The following is a list of conduct which could result in disciplinary action, up to and including discharge. This list does NOT include every situation, but includes examples only.

1. Conviction by a court of law, or entering into a guilty or no-contest plea, of a violation of the criminal laws of the United States of America or any State. A criminal conviction will not necessarily result in adverse employment action. Factors such as the seriousness of the offense, the nature of the offense, and the relationship of the offense to the employee's position will be taken into consideration.
2. Unnecessarily unsafe or abusive operation of City vehicles or equipment.
3. Violation of City policies pertaining to performance and/or conduct.
4. Incompetent, negligent or unsatisfactory performance.
5. Dishonesty (either by affirmative misrepresentation, or by omission or concealment of material information) in any matter involving the City, or in any matter not directly involving the City, but which could reflect negatively on the City or interfere with the employee's ability to perform his-~~or~~-her/their job.

6. Rudeness, violent, unprofessional or abusive conduct to a citizen or fellow employee while on duty, or off-duty where such conduct reflects adversely on the City or interferes with the violating employee's ability to perform his/her/their job.
7. Rudeness, violent, unprofessional or abusive conduct to a citizen or fellow employee utilizing the City's property or technology.
8. Improper political activity as defined in the Conflict of Interest Policy.
9. Being insubordinate, threatening, intimidating, rude or assaulting a manager/supervisor, co-worker, citizen or vendor.
10. Intentional or repeated falsification of personnel records, time-sheets or other City records.
11. Carelessness, neglect or misuse of City funds or property, including theft, misappropriation and unauthorized private use.
12. Discussing with unauthorized persons any confidential, non-public information gained through City employment.
13. Improper conduct, behavior, or communication based on race, color, religion, sex, national origin, age, disability, genetic information, citizenship, military status, ancestry, sexual orientation, gender identity, marital status, familial status, or any other status protected by applicable law, whether or not such conduct constitutes legally actionable harassment.

**G-4. Disciplinary Procedure.**

It is the policy of the City that any employee whose performance is unsatisfactory or who violates any of the City's rules and regulations or standards of employee conduct and behavior shall be subject to disciplinary action. The following disciplinary actions are authorized but should not be considered exclusive, and are in every instance discretionary, based on the specific circumstances. The City reserves the right to adopt whatever level of discipline it deems appropriate in the situation, and may skip any level, including moving directly to termination.

- (a) Oral Reprimand  
The supervisor should take the following action:
  - Meet with the employee to discuss the matter.
  - Inform the employee of the nature of the problem and the action necessary to correct it
  - Prepare a memorandum for the supervisor's own records indicating that the meeting has taken place
- (b) Written Reprimand  
The supervisor should take the following actions:
  - Meet with the employee to discuss the matter.
  - Prepare a written report that outlines the nature of the incident, the policies and/or procedures that have been violated, and the action to be taken.

- Review the written report with the employee. After discussing the report, both the supervisor and employee should sign the report.
- Forward to the Payroll / Benefits Specialist and City Administrator the written report of the violations and the action taken with the employee. Such report shall become a part of the employee's personnel file.

(c) Suspension, Demotion, or Dismissal  
The supervisor should take the following actions:

- Meet with the employee to discuss the matter.
- Prepare a written report that outlines the nature of the incident, the policies and/or procedures that have been violated, and the action to be taken.
- Share the report with the Department Director, who in turn will recommend to the City Administrator suspension of the employee without pay for up to five working days, demotion to position in a lower pay grade, or termination.
- Once a determination is made of the appropriate disciplinary action, the supervisor and/or Department Director will meet with the employee to share the report. Both the employee and the Department Director should sign the report, and it will become a part of the employee's personnel file.

The above steps may be disregarded if the supervisor or Department Director feels that it is warranted by the severity of the situation. The supervisor may at his/her/their discretion discipline the employee and, if appropriate, recommend immediate termination of the employee.

No employee sick leave or vacation leave benefits shall be paid or accrued to any employee while they are subject to a disciplinary suspension. In the case of acts of violence or other flagrant misconduct, allegations of harassment or discrimination, serious safety violations, criminal offense, or any other matter deemed appropriate, an employee may be suspended immediately, with or without pay, pending an investigation and review of the matter.

**G-5. Causes for Termination.**

While all employees are employees at will and, therefore, subject to termination without cause, incidences may arise where an employee's conduct could result in termination for cause. Some incidents of misconduct may be deemed so serious that they are cause for immediate termination. The following list is not all-inclusive; it is only representative of the types of misconduct which may subject an employee to immediate termination. Causes for termination under this section also constitute misconduct for which an employee may be subjected to disciplinary action other than termination:

- (a) Conviction of a felony or conviction of driving under the influence.
- (b) Testing positive for alcohol or drugs while operating a City vehicle.
- (c) Willful or continued violation of City or departmental safety policies and procedures or willful or negligent creation of unsafe conditions in the workplace.
- (d) Willful or continued violation of personnel policies and guidelines or departmental guidelines.

- (e) Negligent or willful damage to public property or waste of public supplies or equipment.
- (f) Taking or using any funds or property of the City for personal use or for sale or gift to others, or submitting any false claim to the City.
- (g) Gross incompetency, neglect of duty or willful or continued failure to render satisfactory service.
- (h) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a supervisor or Department Director, or knowingly making a false statement to any employee or officer of the City.
- (i) Claiming leave time under false pretenses or falsifying attendance records for oneself or another employee.
- (j) Absence without approved leave.
- (k) Possession or use of alcohol, while on duty. Sale of or offering for sale or giving away alcohol while on duty or at any City of Mission property.
- (l) Illegal use or possession of any drug or controlled substance, or the illegal presence of any drug or controlled substance in the employee's body at any detectable level while on duty.
- (m) Improper conduct, behavior or communication based on race, color, religion, sex, national origin, age, disability, genetic information, citizenship, military status, ancestry, sexual orientation, marital status, or any other status protected by applicable law, whether or not such conduct or behavior constitutes legally actionable discrimination, or any other kind of disruptive, discourteous, or unprofessional behavior.
- (n) Disclosing or using confidential, non-public records or information in conflict with City policy.
- (o) Revocation or suspension of a certification or license, including a driver's license, when such is required as a condition of city employment.
- (p) Material falsification of application or in the course of the interview process for city employment, or making a false statement or report in regard to any test, certification or appointment, or any attempt to commit any fraud that violates the merit principles of personnel administration.
- (q) Giving or attempting to give or receive any monetary consideration, or receive or deliver of undeserved service, to or from any person or organization for, or in connection with, any test or appointment, or City service of any kind.
- (r) Taking or offering to take from any person for the employee's personal use, any fee, gift or other thing or service of value, as defined by something valued at \$25 or more, in the course of his-~~or~~-her/their work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing of service or value intended to perform or refrain from performing any official act; engaging

in any act of extortion or other means of obtaining money or other things or service of value through his/her/their position in the service of the City.

- (s) Discharge of duties in a manner which results in discrimination to any person on the basis of race, color, religion, sex, national origin, age, disability, genetic information, citizenship, military status, ancestry, sexual orientation, gender identity, marital status, familial status or any other status protected by applicable law.
- (t) Violent or abusive behavior.
- (u) Any behavior that negatively affects the workplace or co-workers.

#### **ARTICLE H. GRIEVANCES**

**H-1. General Policy.** Any employee, or appointed official, has the right to present a complaint or grievance concerning termination of his/her/their employment or appointment. A sincere attempt should be made by each employee and supervisor to resolve any issue before it becomes necessary to resort to the grievance procedure. Complaints or reports of harassment or discrimination must be submitted and administered under Article J.4 below.

**H-2. Grievance Procedure.** The following grievance procedure is established:

- (a) Any complaint or grievance shall initially be filed by the employee with his-~~or~~-her/their supervisor within seven (7) days of the notice of termination. An answer to the grievance shall be provided by the supervisor to the employee in writing within seven (7) business days or as soon thereafter as possible. If the employee disagrees with the decision of the supervisor, the employee may forward the complaint or grievance in writing to his/her/their Department Director, who shall provide an answer to the employee within five (5) business days or as soon thereafter as possible.
- (b) If the termination is upheld by the Department Director, the employee may forward his/her/their written grievance to the City Administrator, specifying the specific basis for the challenge, provided he/she/they has informed the Department Director of his/her/their intentions to do so. The City Administrator will administer a decision within five (5) business days or as soon thereafter as possible. The decision of the City Administrator will be final and binding.

**H-3. Grievance Toward City Administrator.** Grievances toward City Administrator shall be brought to the attention of the Governing Body through the Mayor. The Governing Body shall provide an answer within seven (7) days of the notice of termination. The decision of the Governing Body will be final and binding.

## **ARTICLE I. VOLUNTARY SEPARATION**

**I-1. Resignation.** An employee who terminates his/her/their employment voluntarily shall be terminated in good standing, providing the employee gives a minimum of ten working days written notice to his/her/their immediate supervisor or Department Director, and works the entire notice period without using paid time off. Under appropriate circumstances, a shorter period of notice may be approved by the employee's Department Director. The City Administrator, ~~City Clerk~~ and Department Directors shall give thirty (30) calendar days written notice. Under appropriate circumstances, a shorter period of notice may be approved by the City Administrator ~~or Mayor~~.

**I-2. Reinstatement.** An employee who was terminated in good standing and who is re-employed within a period of 90 calendar days following separation may be reinstated under the terms of Section C-2 Recruitment, (f) Rehire. Employee will be reinstated at the salary he/she/they was receiving at the time of termination unless approved by the City Administrator.

## **ARTICLE J. ANTI-HARASSMENT**

**J-1. General Policy.** It is the policy of the City to maintain a work environment free of discrimination, harassment, intimidation, humiliation, insult, physical, or verbal abuse or actions based on race, color, religion, sex, national origin, age, disability, genetic information, citizenship, military status, ancestry, sexual orientation, gender identity, marital status, familial status, or any other status protected by applicable law. To insure that this policy is strictly adhered to, the City will not tolerate sexual or any other type of illegal harassment or discrimination by or toward any of its employees, and will take immediate disciplinary or other appropriate action toward any individual who violates this policy. The City will also not tolerate any disrespectful, vulgar or otherwise offensive or unprofessional behavior that may not rise to the level of illegal improper behaviors. The City does not have the ability to act on improper behavior that is not reported. Thus, employees are required to report any conduct or behavior they witness or experience that may violate this policy. The City prohibits retaliation against any employee who, in good faith, reports any behavior that may violate this policy, participates in any investigation of such a report, or is closely associated with another employee who does so.

**J-2. Definition.** Prohibited harassment is defined as:

- (a) The threat or insinuation by a supervisor or person in successive authority toward a subordinate employee, either explicitly or implicitly, that the subordinate's submission to or rejection of unwelcome sexual advances will adversely affect employment, evaluation, wages, advancement, assigned duties, shifts or any other condition of employment or career development; and
- (b) The subjecting of an employee, by a supervisor, employee, government official, citizen, or other person, to unwelcome conduct, verbal, physical, visual or otherwise, based on any legally protected status or

characteristic, which creates an intimidating, hostile, or offensive working environment for a reasonable person.

**J-3. Policy.**

- (a) No employee, whether supervisory or nonsupervisory, may harass another employee based on any status protected by applicable law. Nor may any government official, citizen, contractor, or other person engage in prohibited conduct toward any City employee in connection with that employee's employment. Prohibited conduct based on of race, color, religion, sex, national origin, age, disability, genetic information, citizenship, military status, ancestry, sexual orientation, gender identity, marital status, familial status, or any other status protected by applicable law, includes but is not limited to the following:
- (1) Unwelcome touching, propositions, advances;
  - (2) Abusive or vulgar language epithets, slurs, stereotypic insults, joking or teasing based on any protected status;
  - (3) Suggestive stereotypic, insulting or degrading jokes or comments;
  - (4) Displaying of sexually graphic or suggestive pictures, photographs, cartoons, or similar material based on other protected status including but not limited to of race, color, religion, sex, national origin, age, disability, genetic information, citizenship, military status, ancestry, sexual orientation, marital status, or any other status protected by applicable law.
- (b) Any employee who believes that he/she/they has witnessed or experienced behavior that may violate this policy shall immediately report all as set forth below in Section J-4. If the allegation involves the City Administrator, such report shall be made immediately to the Mayor.
- (c) All complaints involving claims of discrimination or harassment shall be promptly investigated; the existence of the complaint and the investigation will be treated as confidentially as practical to conduct the investigation.
- (d) Any employee, supervisory or nonsupervisory, found to have violated this policy, whether or not the violation constitutes illegal harassment, will be disciplined, up to and including discharge. Non-employees whose behavior is to have found violated this policy will be dealt with as appropriate to ensure that inappropriate behavior ceases and does not recur.

**J-4. Complaint Procedure.** Any employee who feels he/she/they has witnessed or experienced conduct, behavior or communication that may violate this Policy should immediately contact one of the persons listed below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

- Employee's immediate supervisor.
- Employee's Department Director.



- Other supervisory personnel.
- Human Resources.
- City Administrator.

The employee should be prepared to provide the following information:

- Employee's name, department and position title.
- Name of the person or persons engaging in the prohibited conduct.
- Date(s) and approximate time(s) of the prohibited conduct.
- The specific nature of prohibited conduct, how long it has gone on, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the prohibited conduct, or any other threats made against him/her in connection with result of the prohibited conduct.
- Witnesses to the prohibited conduct, if any.
- Whether the employee has previously reported such prohibited conduct and, if so, when and to whom.

After receiving a complaint of prohibited conduct under this Policy, the person receiving the complaint shall immediately advise Human Resources, who will designate someone to assist the employee filing the complaint to document the incident in writing. (If the allegations are about the City Administrator, see J-6 below.) The employee may be requested to sign the written complaint, attesting to the accuracy and truthfulness of the incident.

All information related to the investigation of such a complaint will be treated as confidentially as possible and will be disclosed only on a need-to-know basis in order to investigate and resolve the matter, or as required by valid legal process.

**J-5. Review of a Complaint Under this Policy.** It is the responsibility of the City Administrator to coordinate and investigate (or designate another suitable individual to coordinate and/or investigate) any complaint brought pursuant to this Policy. The following procedures shall apply to the handling of such complaints:

- (a) The person to whom the complaint is made shall immediately present it to Human Resources.
- (b) Human Resources will promptly initiate an investigation.
- (c) The investigator shall keep a written record of the investigation, including notes of any oral responses made to the investigator by the complainant, any witnesses interviewed during the investigation, the person against whom the complaint was made, and any other person (other than legal counsel) contacted by the investigator in connection with the investigation.
- (d) The investigator shall notify the employee accused of the violation as promptly as possible of the complaint and the severity of the allegations. (Immediate notification is not necessary if such notification would

jeopardize the investigation.) The employee accused of the violation will be instructed of the City's policy prohibiting retaliation against any complainant or witness in the investigation simultaneously with the notification of the complaint. Likewise, the employee accused of the violation will be instructed not to tamper with the investigation efforts.

- (e) For the protection of the complainant, the person accused of violation, and any witnesses involved in the investigation, unless there is a specific operational necessity to do so, Human Resources, in consultation with the City Administrator may determine in their sole discretion that the Department Director and/or supervisor of either the complainant or the employee accused of the violation (or both) not be informed of the complaint, the investigation, or the outcome of the investigation. If the Department Director and/or supervisor is notified of the complaint and/or investigation, he/she/they will be instructed of the City's policy prohibiting retaliation against any complainant or witness in the investigation simultaneously with the notification of the complaint or investigation.
- (f) The employee accused of the violation may be given appropriate opportunity to refute the allegations and present information and/or suggest witnesses to be interviewed on his/her/their behalf.
- (g) Based on the investigative report, Human Resources shall determine whether the conduct of the person against whom a complaint has been made constitutes a violation of City policy. In making that determination Human Resources shall look at the record as a whole and the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred. Determination of whether City policy has been violated will be made on a case-by-case basis. Conduct need not constitute illegal harassment to violate City policy.
- (h) After completion of the investigation, in accordance with paragraph (e) above, Human Resources may discuss the recommendations (if any) regarding the employee who was the subject of the complaint, with the employee's Department Director and supervisor, and City Administrator as appropriate. Appropriate disciplinary steps (if any) will be determined and implemented upon approval of the City Administrator. If a violation is found, the City Administrator will report the findings/discipline to the Governing Body.
- (i) Any disciplinary action shall be consistent with the nature and severity of the offense. Considerations may include, but are not limited to, whether there have been previous counseling or discipline, whether the offending party is in a supervisory position, and any other factors the City Administrator believes relate to fair and efficient administration of the City, including the effect of the offense on employee morale, public perception of the offense if it were known, and the light in which it would cast the City if known. The disciplinary action may include demotion and/or suspension, dismissal, oral or written reprimand, re-training

or mandatory Employee Assistance Program participation. A determination of the level of disciplinary action shall also be made on a case-by-case basis.

- (j) If Human Resources determines that no violation of policy has occurred, he/she/they shall notify the employee accused of the violation of the determination and advise that no disciplinary action is warranted. In that case, only those who have a direct need to know of the situation will be informed of the existence of the complaint, the investigation, and its outcome.
- (k) If Human Resources determines a policy violation has occurred, the violating employee will be notified of that determination and the resulting corrective action be administered. Only those who have a legitimate need to know of the investigation and resolution (including any discipline for any employee found to have violated the policy) will be informed of the existence of the complaint, the investigation, and its outcome.
- (l) The employee making the complaint shall be notified in general of the results of the investigation. If appropriate, the complaining employee may be notified of the discipline, if any, to be administered. In any event, the investigation file will remain confidential.

**J-6. City Administrator.** In the event the City Administrator is the subject of the investigation, Human Resources will assist the Governing Body in the process and resolution.

**J-7. Records of a Complaint and Investigation.** All records concerning a complaint and investigation under this Policy shall be confidential and kept in a separate locked file except those affected by Kansas Open Records Act. Access to these records shall be given only to City representatives with legitimate need to have access, and only with approval by the City Administrator and/or in response to valid legal process.

**J-8. Other Inappropriate Behavior.** Behavior that is not unlawful harassment under the law or under this policy might still be inappropriate behavior for the workplace. Even if the City determines that an individual's behavior does not rise to the level of unlawful harassment, the City of Mission may still impose appropriate disciplinary action, up to and including termination. As a general rule, disciplinary action will be imposed under this paragraph if the City believes the behavior was otherwise inappropriate, unprofessional, unbecoming, objectionable, inconsistent with reasonable rules of conduct, has resulted in a loss of confidence or trust in the employee, is inconsistent with the spirit of the City's harassment-free workplace philosophy or policy, or not in the best interest of the City.

#### **ARTICLE K. POLITICAL ACTIVITY.**

**K-1. General Policy.** It is the right of every employee to register and vote on all political issues. Employees are permitted to join political organizations, civic associations, or groups and to become involved in political activities subject to the restrictions of this article.

**K-2. Activities.**

- (a) As private citizens, employees may participate in all political activities, including holding public office, except for activities involving the election of candidates for any City office, or issues impacting Mission, or where holding an appointive or elective public office is incompatible with the employee's City employment.
- (b) City employees may support candidates for other offices and may contribute labor to candidates and organizations that endorse candidates other than for City office. Employees are not permitted to be candidates for City elective office or to make public endorsements of a candidate for City elective office.
- (c) Any employee desiring to become a candidate for City elective office shall first take a leave of absence without pay or resign. Should an employee on leave of absence without pay be unsuccessful in seeking such elective office, he/she/they shall be returned to employment on the same terms and conditions as any other employee who has taken a leave of absence without pay. An employee is considered to be a candidate for elective office once all statutory requirements have been met to qualify as a candidate.
- (d) Political activity of any nature must not interfere with job attendance or performance. Employees are not permitted to solicit or handle political contributions in City elections. They are not permitted to wear or display political badges, buttons-~~er~~, signs, banners or flags on their person or in workareas, break rooms, or locker rooms during duty hours on any City property for any candidate or issue.
- (e) No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for any candidate for elective office, or otherwise compel, or attempt to compel, any employee to support a candidate for elective office or to engage in any political activity.
- (f) The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in, the City service on the basis of their political affiliations or activities.

**ARTICLE L. OUTSIDE EMPLOYMENT.**

**L-1. General Policy.** Outside employment constitutes a City employee holding a second job with another employer. Outside employment by a full-time employee is permitted only when such outside employment: (1) is considered secondary to service with the City; (2) does not interfere with the performance of duties for the City; and (3) no legal, financial or ethical conflict of interest results from such dual employment. To allow the City to analyze whether all of the above criteria are met, a City employee must disclose the proposed outside employment before it is accepted, or upon hiring by the City, whichever occurs later.

**ARTICLE M. WORKER SAFETY.**

**M-1. General Safety.** All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to City and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action. Specific safety policies and procedures are included in the City's Employee Safety Manual or in the guides and policies of specific departments.

**M-2. Substance Abuse.** As a part of the City's commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free community, the City has established ~~the a~~ policy on the use or abuse of alcohol and illegal use of drugs by its employees. This policy is explained in detail in section N-5.

**M-3. Drug and Alcohol Policy.**

- (a) All non-elected City employees, including full-time, regular part-time, appointed, seasonal and temporary employees, are covered by this policy.
- (b) In its desire to provide a drug free, healthy and safe workplace, the City requires all of its employees to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on City property and while conducting business-related activities off City premises, no employee covered by this policy may use, possess, distribute, sell or be under the influence of alcohol; nor may such an employee illegally use, possess, distribute, sell or illegally have in his/her/their body in any detectable amount, of any controlled substance or drug. The legal use of prescribed drugs is permitted on the job only if the use does not impair an employee's ability to safely and effectively perform the essential functions of the job, or does not endanger the employee or other individuals in the workplace. Violations of this policy may result in disciplinary action, up to and including immediate termination of employment.
- (c) Drug and alcohol testing of applicants/employees may occur in the following situations: in the case of any applicant applying for a City position (regardless of full-time, part-time regular, part-time, seasonal or temporary), after an offer of employment is made; when there is reasonable suspicion of drug/alcohol use on premises or during working hours; and following a workplace accident, ~~where there is reasonable suspicion that drug/alcohol use by the employee may have contributed to the accident.~~ Random, unannounced drug/alcohol testing of all employees holding safety-sensitive jobs that require a Commercial Driver's License (CDL) will be conducted on a routine basis. Any employee who refuses to take an alcohol or drug test under this policy, or who tampers with or attempts to tamper with such a test, will be subject to disciplinary action, including, but not limited to immediate termination. All employees of the City are provided with and acknowledge receipt of the City's drug and alcohol policy, Section N-5. Substance Abuse by a signed acknowledgement of the Personnel Policy and Guidelines.

(d) The City offers an Employee Assistance Program that employees voluntarily seeking assistance can utilize. Seeking assistance after a drug or alcohol test has been requested, or after a violation of this Policy has been detected, will have no effect on discipline imposed on that employee.

**M-4. Worker's Compensation.** City employees are covered by state Workers' Compensation law. To comply with this law, an employee injured on the job, regardless of how minor the injury, must report such incident to his/her/their Supervisor immediately, but no later than 24 hours following the incident. The supervisor will arrange for proper medical care and will complete any injury report forms required under the Workers' Compensation law. Because reporting injuries is key to the overall safety program at the City of Mission, failure to timely report any injury may result in disciplinary action.

**M-5. Returning Injured Employees to Work.** It will be the policy of the City of Mission to return employees to work as quickly and safely possible, within the restrictions provided by the physician. However, due to the size of the City's staff, light duty assignments are limited, and cannot be guaranteed. Department Directors, the City Administrator, and/or supervisors will be responsible for attempting to find productive work for each injured employee. The City will attempt to identify alternative or modified work-duty tasks when available.

Temporary restricted duty work reassignment need not be confined to the current department or pay rate to which the employee is assigned at the time of injury. The Department Director will review the temporary restricted duty work reassignment within 30 days. Extensions will be determined by the Department Director and the City Administrator. Light duty assignments will typically not last longer than 90 days.

Returning injured employees to work as soon as possible benefits both the employee and the City of Mission; therefore, the City shall adhere to this policy. Any questions concerning this policy should be addressed to Human Resources.

This policy in no way may be used to diminish the rights and privileges of employees under provisions of the Family Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act or other federal or state law.

**ARTICLE N. OTHER POLICIES.**

**N-1. Reasonable Accommodation for Disability and/or Religion:** The City of Mission offers equal employment opportunities for qualified individuals who may have a physical or mental disability, but who can perform the essential functions of the job, with or without reasonable accommodation. The City will provide a reasonable accommodation upon request for known or disclosed disabilities, provided that the accommodation does not create an undue hardship

on the City. Qualified individuals with disabilities may make requests for reasonable accommodation to Human Resources. The City reserves the right to require medical certification of the condition necessitating the requested accommodation, as well as the need for the requested accommodation. Any such medical certification must be submitted to Human Resources, and will be treated confidentially, and maintained in a confidential medical file separate from the regular personnel file. Similarly, the City offers reasonable accommodation; to the extent it does not create an undue hardship, for an employee's religious beliefs or observances. Requests for reasonable accommodation for religion may be submitted to Human Resources.

**N-2. Technology Policy:** This policy will establish guidelines for the use of the City's computer, communication and related systems to ensure that this equipment is used in a manner consistent with its intended purpose and the mission of the City, and to discourage or eliminate inappropriate use of the equipment. Equipment subject to this Policy will include, but is not limited to, all computers and related hardware and software, voice mail, electronic mail, internet access, internet e-mail, phone systems, network systems, voice and data communications, printers, copy and fax machines, any digital or other type of recorders, cameras, pagers, radios and electronic equipment in general which is owned by the City, licensed to the City, or otherwise provided for use by the City through the use of public funds. Violation of any provision of this policy may result in disciplinary action up to and including termination, and/or where applicable, legal action.

All users of the City of Mission's technology equipment must adhere to City, State, Federal and International laws governing the use of such equipment. All users of the City of Mission's technology equipment should strive to use such equipment in an efficient, effective, and appropriate manner consistent with the City's mission, and must avoid unethical, unauthorized, inappropriate or any other use of such equipment in a manner inconsistent with good stewardship of public resources.

Use of the City's technology equipment for improper political advocacy, threats, harassment, slander, defamation, profane, obscene or suggestive messages and images, political endorsements, personal activities or gain, commercial activities, or for the production or dissemination of any material which is discriminatory, degrading, insulting or stereotypic with regard to of race, color, religion, sex, national origin, age, disability, genetic information, citizenship, military status, ancestry, sexual orientation, gender identity, marital status, familial status, or any other status protected by applicable law is prohibited. E-mailing objectionable, unprofessional or inappropriate information from a City e-mail or to a City employee at their City e-mail is also prohibited. Employees should greatly restrict their use of City email for personal emails.

- (a) **No Expectation of Privacy:** No individual or group utilizing the City's technology equipment should have any expectation of privacy in their use of the City's technological equipment. The equipment, and all communication and traffic flowing through the equipment, is managed by the City for the purpose of City business, and authorized representatives of the City may access any aspect of the City's technology equipment at any time for work related non-investigatory or investigatory purposes. Authorized representatives of the City may, without further notice, access any portion of the City's technology equipment for purposes related to claims of misconduct by the City staff.

Management reserves the right to monitor the use of any or all portions of the City's technology equipment, including electronic messages either sent or received, electronic files stored on the City's network, and internet sites visited.

Management reserves the right to access, without notice, data or text caches, pager, memory banks, e-mail, voice mail boxes or accounts, and other employer provided electronic storage systems.

All data, information, electronic mail, and other documents contained on the City's network, or any component of the City's network, is considered City property, and may be accessed by authorized representatives of the City.

- (b) **General Computing and Network Policy:** Users of the City of Mission's network services shall promote efficient use of the networks to minimize, and avoid if possible, congestion of the networks and interference with the work of other users of the network.
- (1) Encryption of communications will be allowed only if it is determined to be necessary for the protection of citizens or employees, or is determined to be an integral part of an employee's performance of their assigned work.
  - (2) No "bios" (basic in and out system) passwords will be allowed unless approved by the Systems Manager or his/her/their designated representative.
  - (3) Users of the City's network services shall not intentionally disrupt or damage any components of the system.
  - (4) Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent, or City authorization for a legitimate purpose, is prohibited.
  - (5) Any unauthorized access or attempts to gain unauthorized access to data, system resources and passwords is prohibited.



- (6) Any attempt to secure system access privileges other than those assigned by the System Manager or his/her/their designated representative is prohibited.
- (7) Decryption of system or user passwords is prohibited.
- (8) The copying or deleting of any software without the authorization of the System Manager is prohibited.
- (9) Infringement on software licenses and copyrights is prohibited.
- (10) No software may be loaded onto the City's network, or any component of the network, without the advance approval of the System Manager or his/her/their designated representative.
- (11) The intentional introduction of computer viruses or other disruptive programs into the City's system is prohibited.
- (12) Sharing of passwords with other users is prohibited.

(c) **Guidelines for use of Electronic Mail Systems:** Electronic mail, in general, lends itself to a more relaxed and less guarded method of communication, which could lead to misunderstandings and unwarranted liability. All users should adhere to the following guidelines to ensure that City systems for electronic mail production and delivery are used in a manner consistent with the City's policies and practices of quality public service.

- (1) All electronic files and messages on the City's systems are periodically backed up, and generally available for re-creation even if erased.
- (2) Do not put anything into an electronic mail message that you would not broadcast to the general public.
- (3) Excessively accessing personal e-mail accounts using the City's network/internet/e-mail systems is prohibited.
- (4) In all electronic mail communications, be polite and use appropriate language.
- (5) To help efficiently manage network storage resources, delete all messages from the electronic mail system when they are no longer needed.
- (6) Be aware that Internet electronic mail transmissions can easily be intercepted and read by others.
- (7) Do not use electronic mail to send illegal or inappropriate messages.
- (8) Do not use the City's electronic mail system for sending "junk mail" or "chain letters."
- (9) Never send electronic mail from someone else's account or electronic mail address posing as that person.

(d) **Policy on Internet Access/Use:** Use of the Internet should be limited to City business. Accessing "adult entertainment", pornography, illegal, suggestive, racial, ethnic or religious, or other inappropriate material

via the Internet at any time from any City facility using either individually-owned or City technology equipment is prohibited. Excessive use of the Internet for personal use during work time may be grounds for disciplinary action up to and including separation of employment.

**N-3. Personal Appearance.** City employees are expected to dress and groom themselves appropriately for their required duties and responsibilities and as prescribed by departmental policies.

**N-4. Workplace Violence.** The City of Mission expressly prohibits any acts or threats of violence by any City employee or former employee against any other employee in or about the City's facilities or elsewhere at any time. The City will not condone any acts or threats of violence by anyone against its employees or visitors on the City's premises at any time or while employees are engaged in business with or on behalf of the City. Threats made to a City employee outside of the work environment will be evaluated on a case by case basis. Additionally, threats against other employees will not be tolerated whether they are made in person, by mail, by text, over the phone, on e-mail systems or any other form of technology or means of communication. Please remember that e-mail messages are records of the City. Therefore the City reserves the right to access and disclose all messages sent over this system for any purpose whenever there is a business need to do so.

Employees must report to either their supervisor or Human Resources any violence or threat of violence, where that violence or threat of violence may occur on City premises or in connection with a City activity, whether the source is a City employee, or an outside party. Such activity may include: suspicious workplace activity, situations or incidents including threats that they observe involving current or former employees or visitors. Additionally, employees must report weapons or dangerous unauthorized materials observed in the workplace.

Once management has been made aware of the situation, an immediate investigation will be conducted. Confidentiality will be maintained where practical, but absolute confidentiality cannot be guaranteed. The City will not condone any form of retaliation against any employee for reporting such an occurrence. Any employee who violates this guideline may be subject to disciplinary action up to and including termination.

The City reserves the right to amend this general operational policy, or any portion thereof, at its sole discretion to the extent permitted by applicable State and Federal laws and regulations.

**N-5. Substance Abuse.**

(1) The City is committed to safeguarding the health of its employees, providing a safe place for its employees to work, and promoting a drug-free community. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems. The City

has established this policy to detect users and remove from the workplace employees whose alcohol abuse interferes with their job performance, and those who illegally use drugs. It is also the policy of the City to prohibit the use and/or presence of these substances in the workplace and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

- (a) The purpose of this policy is to communicate the City's position on alcohol and illegal drug activity in the workplace, and to provide guidance for implementing related programs within the City.
  - (b) City policies and/or procedures on substance abuse or employee assistance programs, are not intended to create or alter any existing, implied or express contracts, written or verbal, between the City and its employees, independent contractors, or job applicants. The City reserves the right to alter any of its policies, procedures, or programs, at will and without notice to its employees, independent contractors or job applicants.
- (2) All City employees and appointed officials are covered by this policy. As a condition of employment, employees are required to abide by the terms of this policy. This substance abuse policy primarily governs actions in the areas of alcohol and drugs. Other City policies may apply in these areas to the extent that they do not conflict with this policy. Certain employees may be subject to additional requirements under state and/or federal regulations.
- (3) Substance Abuse Policy Dissemination:
- (a) All employees are to be informed of the City's substance abuse policy. Employees shall be given a copy of the City's substance abuse policy via the Personnel Policy and Guidelines Manual.
  - (b) All applicants shall be informed in writing of the City's policy of pre-employment testing and shall be required to sign an acknowledgement and agreement.
- (4) Definitions
- (a) Illegal use of Drugs: "Illegal drug use" is the use of any drug or controlled substances where the substance is: 1) not legally obtainable or (2) legally obtainable, but not obtained or used in a lawful manner. Examples include, but are not limited to, use of "street drugs," as well as prescription drugs, which are not lawfully obtained or properly used, or are obtained from a doctor or person authorized to prescribe them, but are obtained under false pretenses. The term "illegal drug use" also includes the use of mind-altering and/or addictive substances which are not sold as drugs or medicines but are used for the mind or behavior altering effect, and not for the purpose the substance is manufactured or distributed.

- (b) Legal Use of Drugs: "Legal use of drugs" means use of drugs or controlled substances or over-the-counter drugs that are legally obtained by the employee, and used for the purpose and at the dosage for which they were prescribed and sold.
  - (c) Supervisor: The term "supervisor" includes any employee of the City that may be responsible for overseeing and directing (on a routine or intermittently basis) the work activities of other employees. This definition would include, but not be limited to, the City Administrator, Department Directors, captains and sergeants in the police department, public works superintendent, recreation supervisor, and aquatic manager.
  - (d) City Property: The term "City property" includes property owned or controlled by the City of Mission, Kansas, and locations where the employee represents the City in any capacity.
  - (e) On Duty: The term "on duty" includes all working hours, as well as meal periods and break periods, and all hours when the employee represents the City in any capacity.
- (5) Drug Use Prohibitions
- (a) The illegal use, sale, purchase, possession, manufacture, distribution, or dispensing of controlled substances or drugs on City property or during working time is against City policy and is cause for immediate termination.
  - (b) It is also against City policy for any employee to report to work or to work with any controlled substance or ~~drug~~illegally~~illegal~~ drug present in the employee's body in any detectable level. Employees who violate this policy are subject to disciplinary action, up to and including termination.
  - (c) Legally-used drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is legally taking any controlled substance or drug that might impair safety, performance, judgment, or any motor functions must advise Human Resources before reporting to work while using such medication. A failure to do so may result in disciplinary action. Improper use of controlled substances, prescription or over the counter drugs, even if lawfully prescribed, is prohibited and may result in disciplinary action up to and including termination.
  - (d) Refusal to submit to, efforts to tamper with, or failure to pass a drug test will result in disciplinary action, up to and including termination.
- (6) Alcohol Use Prohibitions

- (a) The consumption, possession, being under the influence of alcohol, or testing positive for alcohol at a level of .02 or more on City property, or anywhere while on duty, is prohibited and will result in disciplinary action, up to and including termination.
- (c) Employees may be asked to submit to an alcohol test based on reasonable suspicion that their ability to perform work safely or effectively may be impaired. An alcohol test result of .02 or higher will be considered positive.
- (d) Refusal to submit to, efforts to tamper with, or failure to pass an alcohol test will result in disciplinary action, up to and including termination.

(7) Testing

(a) Testing of Applicants

- (1) Applicants considered final candidates for a position, who have received a conditional offer of employment for a safety-, integrity-, or security-sensitive position, may be tested for the presence of alcohol and/or the illegal presence of controlled substances or drugs as part of the application process.
- (2) Applicants subject to such testing will be advised of the City's pre-employment testing requirements in writing via the employment application and/or the conditional offer of employment, and prior to referral for a physical and/or drug and/or alcohol testing.
- (3) Any applicant for a safety-, integrity-, or security-sensitive position who refuses to submit to, tampers with, makes any attempt to delay, or fails to pass the post-offer pre-employment drug and/or alcohol test shall be ineligible for hire.

(b) Reasonable Suspicion Testing

- (1) Employees may be asked to submit to a drug and/or alcohol test based on a reasonable suspicion that their ability to perform work safely or effectively may be impaired, or that they otherwise are in violation of this Policy. Reasonable suspicion is defined as the reasonable belief that an employee is under the influence of drugs or alcohol, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee, the employee's possession of prohibited substances or drug paraphernalia, and/or access to reliable/credible information. Someone trained to recognize the signs of alcohol or drug use or abuse will determine whether reasonable suspicion exists. The person who determines that such a test is warranted will make a written record of the observations establishing reasonable suspicion.

- (2) Factors that individually or in combination could result in reasonable suspicion include, but are not limited to:
- (a) Direct observation of an individual engaged in drug and/or alcohol-related activity
  - (b) A pattern of abnormal conduct
  - (c) Unusual, irrational or erratic behavior
  - (d) Unexplained or excessive negligence or carelessness
  - (e) Discovery or presence of drugs or alcohol, or drug-related paraphernalia, in an employee's possession while on duty or near an employee's workplace
  - (f) Odor or residual odor peculiar to some drugs or alcohol
  - (g) Bodily appearance or behavior suggesting impairment
  - (h) Arrest or conviction for a drug related crime
  - (i) Information provided by reliable and credible source.
- (c) Post Accident Testing: Employees who may have caused, contributed to, or increased the severity of an accident may be tested for the presence of drugs and/or alcohol following an accident that results in a fatality, an injury requiring immediate hospitalization, an injury requiring outside medical attention, and/or damage to vehicles or other property. Employees may be tested under any circumstance in which the City believes that alcohol or drug use may have contributed to the accident.
- (1) Testing procedure:
- (a) The City will determine for which drugs and/or alcohol testing will be performed.
  - (b) If the employee refuses to consent to testing, attempt to delay the testing, fails to appear for testing, tampers with the test, or fails to cooperate with the testing procedures, he ~~or~~ ~~she~~ ~~they~~ may be disciplined up to and including termination.
  - (c) Test samples will be analyzed by a qualified laboratory or technician selected by the City. All urine or hair samples (type of test to be selected at the City's discretion) will be tested according to the following sequence;
    - (1) All test samples will be subjected to an initial screening process to detect the presence of controlled substances.
    - (2) Those samples having a negative screen (no substance present) will be considered to have tested negative, and no further testing will be done on that sample, and

- (3) Those samples that test positive on the initial screen will be subject to confirmatory testing.
    - (d) Employees who consent to testing will be informed of the results by a supervisor or the Department Director or the City's designee. As set forth within, a positive test will result in disciplinary action, up to and including termination.
    - (e) If the urine specimen is determined to be a "dilute specimen" (urine specimen with a creatinine level of less than 20 g/dl and a specific gravity of 1.003 or less) the donor will be required to refrain from drinking excessive amounts of fluids, and to provide (with minimum possible advance notice) another specimen to be tested. The second test shall become the test of record.
    - (f) Any employee who adulterates a specimen or who otherwise attempts to invalidate a test shall be subject to discipline up to and including termination.
  - (d) Random drug/alcohol testing of all employees in safety-sensitive positions who have a Commercial Driver's License (CDL) will be conducted on a routine basis. This testing may be conducted unannounced throughout the year. Those selected for testing are chosen through the use of a random computerized system by a provider outside of the City to assure complete objectivity in selection. When notified of selection for testing it will be necessary to report immediately for the testing procedure.
- (8) Disciplinary Action
- (a) Except when part of regular employment responsibilities, any employee engaging in the use, sale, purchase, possession, or distribution of alcohol while on duty, or the illegal use, sale, purchase, possession, distribution, of drugs at any time, or having the illegal presence of a controlled substance or drug in any detectable amount in the employee's body while on duty, is subject to disciplinary action, up to and including termination.
  - (b) The City may suspend employees with or without pay under this policy pending the results of a drug test or investigation.
- (9) Employee Assistance Program (EAP)
- (a) The City regards its employees as its most important asset. Accordingly, the City maintains an EAP, which provides help to employees who, among other things, suffer from alcohol or drug abuse and/or other personal or emotional problems. No employee will be subject to discipline merely for voluntarily seeking EAP assistance. An employee may not, however, avoid discipline for violating the substance abuse policy, or any other policy, by seeking this assistance after the employee is

referred for testing pursuant to this policy, or any other violation of this policy, or any other policy, is detected.

- (b) Any performance, attendance or behavioral problems may result in discipline up to and including termination, even if an employee is voluntarily participating in the EAP.
- (c) Employees referred to the EAP as a result of a violation of the City's substance abuse policy may continue their employment with the approval of the City, provided that:
  - (1) They contact the EAP and strictly adhere to all the terms of treatment and counseling prescribed by the EAP;
  - (2) Immediately cease any and all use of alcohol and/or drugs; and
  - (3) Enter into a "last chance agreement," and consent in writing to periodic unannounced testing for a period of up to two years after returning to work or completion of any rehabilitation program, whichever is later.
  - (4) The City will determine, in its sole discretion, whether an employee will be offered the opportunity to participate in a rehabilitation program (at employee's expense, to the extent not covered by the health plan) or be terminated.

(10) Investigation

- (a) To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right, with or without reasonable suspicion, to search all City-owned or jointly held vehicles, containers, lockers, or other items brought onto City property. Individuals may be required to display personal property for visual inspection when upon City property. Employees may not have any reasonable expectation of privacy in desks, offices, or lockers provided by the City. Nor should they have any reasonable expectation of privacy in any purse, backpack, briefcase, container, clothing items, etc. brought onto City premises. All are subject to search upon reasonable suspicion of a violation of policy and/or law. Failure to consent to a search or to display personal property for visual inspection will be grounds for termination or denial of access to City premises.
- (b) The City will turn over all confiscated drugs to the proper law enforcement authorities. Further, the City will cooperate with and may enlist the service of the proper law enforcement authorities in the course of any investigation.

(11) Arrest or Conviction for Drug-Related Crime.



- (a) If an employee is arrested for or convicted of a drug-related crime, the City may investigate the circumstances, and if appropriate under the guidelines set forth above, City officials may utilize the drug-testing procedure.
  - (b) As a condition of employment, an employee shall notify his ~~or~~ /her/their supervisor of any criminal drug and/or alcohol statute conviction or of any plea of guilty, nolo contendere, or suspended imposition of sentence that has been entered on a criminal drug statute charge. The employee must give notice in writing to the City within five (5) days of such conviction, plea or imposition.
- (12) Confidentiality: Results of an applicant's or employee's test for the use of illegal drugs or alcohol shall be transmitted to Human Resources. In order to effectively address the employees with drug or alcohol problems, it may be necessary for the supervisor to consult with other persons in the process. However, such results may be disseminated only on a need-to-know basis, or in response to valid legal process.

**N-6. Development of Additional Policies.** There may be additional policies developed from time to time and shall be kept on file and made available for employee review at any time. They shall be mandatorily reviewed during initial employee in-processing with the Human Resources Department.

**N-7. Confidentiality.** All non-public matters regarding the operations, activities, and business affairs of the City of Mission, our citizens, clients, and vendors are to be kept confidential to the greatest extent possible. No City of Mission-related documents, files, records, computer files, citizen lists, citizen requirements, vendor lists, financial information, products, and other related information may be removed from the City's premises without permission from the City of Mission except in the ordinary course of the City business. Do not share information about other employees without their permission. In addition, the contents of non-public City records or information may not be disclosed to anyone, except where required for a business purpose. Any employee leaving the City's employment should return all City of Mission-related information and property. Revealing confidential City information will result in disciplinary or other appropriate action.

**Privileged Information**

The City of Mission regards employee information as confidential and has established the following guidelines for such information:

**Release of Information Within the City**

Access to any personnel file is limited to those who have proper authorization and a legitimate business reason, unless otherwise required by federal, state, local law or legal process.

**Release of Information Outside of the City**

All inquiries, whether by telephone or written request, regarding current or former employees shall be referred to the Payroll / Benefits Specialist. Employees, including supervisors, should not provide any

information about current or former employees. Further, no employee may issue a reference letter for any current or former employee without the permission of and review by the Payroll / Benefits Specialist or the City Administrator.

In response to an outside request for information regarding a current or former employee, the City will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former employee, or his/her/their employment with the City of Mission, will be released unless the City of Mission is required by law to furnish any such information.

**N-8. Prevention of Occupational Exposure to Bloodborne Pathogens.** The purpose of this policy is to provide guidelines for preventing the contraction and spread of infectious disease (HIV virus, hepatitis B virus, and other bloodborne pathogens) to employees and the general public.

It shall be the responsibility of each Department Director to identify those employees who, as a result of their occupation, may be exposed to bloodborne pathogens or other potentially infectious materials. Persons who are reasonably expected to come in contact with potentially infectious materials are required to follow the procedures outlined below.

All employees whose job duties and responsibilities indicate that they are a high risk to being exposed to blood, saliva, and other bodily fluids are subject to this policy.

The department's training coordinator or safety representative shall ensure that all employees in job classifications identified as high risk to bloodborne pathogens complete courses of instruction on prevention of exposure to and transmission of bloodborne diseases.

Employees subject to this policy shall receive annual refresher training and additional training whenever job tasks or procedures are modified in a manner that may alter their risk of exposure. All trainees shall have access to applicable federal and state regulations pertaining to the regulation of bloodborne pathogens.

The department training coordinator or safety representative shall insure that records are maintained for a period of three years from the date of training. The training records will include: names and job titles of all department members attending the training sessions, dates and content of training sessions, and names and qualifications of persons conducting the training.

**Prevention - HBV Vaccination.** All employees in job classifications identified as high risk to occupational exposure to bloodborne pathogens shall be offered (paid by the City) the HBV (Hepatitis B Virus) vaccination. If the vaccination is declined, a waiver must be signed. The waiver may be rescinded by the employee at a later date. The vaccination will be provided after training on exposure and within 10 working days of the initial assignment which creates the risk of exposure.

**Exposure.** All human blood, saliva, other bodily fluids, and other potentially infectious materials are treated as if known to be infectious for HIV (AIDS) and HBV (hepatitis B virus). Employees are required to utilize appropriate personal protective equipment furnished by the City (gloves, gowns, mouthpieces, masks, etc.).

- (1) Hands shall be washed after removing gloves or as soon as possible after contact with body fluids.
- (2) Contaminated personal protective equipment should be removed immediately and placed in a designated container with liner for disposal.
- (3) Cleaning requirements shall be established for City facilities. Current approved methods include the use of bleach with a solution of 8 ounces/gallon of water and Disinfectant Pine-Sol with a solution of 5 ounces/gallon of water.
- (4) All contaminated towels, gloves, etc. shall be bagged and properly disposed. All syringes, needles, scalpels, etc. shall be disposed of using puncture resistant containers.
- (5) All contaminated waste shall be properly bagged and stored in a trash container marked "Biohazard."

**Post Exposure: Evaluation and Follow-up.** Employees are required to report an exposure to the City and complete an Exposure Incident Investigation Form and Workers' Compensation "First Report of Injury" form immediately after the exposure.

Following a report of an exposure incident, the City requires employees to receive a confidential evaluation and counseling by the City's designated medical provider.

Supervisors shall be responsible for documenting the route of exposure, HBV and HIV status of the source person if known, and the circumstances under which the exposure occurred. Confidentiality of the involved person(s) shall be maintained.

The City's designated medical provider shall provide post-exposure testing, vaccination, follow-up testing, medical evaluation, and counseling.

**Recordkeeping.** The Human Resources Department shall maintain a confidential and accurate record for each occupational exposure that includes information on vaccination status; the results of all examinations, tests and follow-up procedures, the designated medical provider's written opinion and information provided by healthcare professionals.

These confidential healthcare records shall be retained in a secured area with limited access for the duration of the employee's employment plus 30 years and may not be disclosed or reported without the express written consent of the employee.

**N-9. Driving On Behalf of the City.** To ensure the safety of its employee and any individual that they may come in contact with while performing City business, the City requires that employees who operate a personal vehicle for City business, whether the vehicle belongs to the City, or is leased on its behalf, or belongs to the individual employee, shall comply with the following:

- Maintain and provide proof of valid liability and property insurance on a privately owned vehicle with limits as specified by the City and/or applicable state requirements;
- Advise their supervisor immediately in the event his/her/their driver's license suspended or revoked.
- Wear seat belts at all times while driving on City business;
- Consent to periodic motor vehicle (MVR) checks;
- Abide by all safety regulations;
- Abide by all traffic regulations, laws and ordinances while driving for the City;
- Drive courteously and practice defensive driving techniques;
- Turn cell phones off or put on silent or vibrate before starting the car;
- Pull over to a safe place if a call must be made or received while on the road;
- Do not text and drive – even when the car is at a standstill at a stoplight;
- Avoid driving after having consumed alcohol beyond the legal limit, and/or drugs, including legal drugs, which may impair an employee's ability to operate a motor vehicle on City business;
- Affirmatively report to Human Resources any driving-related infraction incurred by the employee on or off-duty no later than the first business day following receipt of the infraction.

Further, the City is not responsible for tickets or other traffic citations incurred by employees while on City business. Employees who utilize their personal vehicle for City business will be reimbursed for business mileage at the current rate as stipulated by the travel expense and reimbursement policy.

**N-10. Use of Social Media Policy.** This policy applies to employees who participate in any form of social media, social networking, or electronic communication tools including, but not limited to, internal and external blogs and websites and any other social media, social networking or electronic communication tool whether known today or developed in the future. The City understands that employees may maintain or contribute to personal blogs, message boards, networking pages and other forms of social media outside of their job function. If an employee elects to engage in social media of any form, they are required to exercise good judgment, abide by Mission policy, and comply with the following:

- (1) **Only on Your Own Time.** Unless you have received advance permission from your manager you may not engage in social media activity on work time.
- (2) **Post as Yourself.** Do not speak or post as a representative of Mission or use Mission's name in your username, screen name, etc. It must be clear that you are expressing your personal views only, not the views of Mission or its other employees.
- (3) **Be Respectful.** As an employee of Mission, you are representing Mission just as you would in any public forum, and you should exercise discretion, thoughtfulness and respect for Mission, its employees, its customers, its business contacts, and its competitors.
- (4) **Comply with Harassment and Other Policies.** Employees may not use social media technology to engage in or post communications or material that would violate any other policies which apply to you as an employee of Mission, including, but not limited to, the Mission anti-harassment policy, general internet usage policy, alcohol and drug use policy, or Personnel Manual. Among other things, employees may not use social media technology to post communications or materials that are derogatory or offensive toward City employees with respect to race, color, religion, sex, national origin, age, disability, genetic information, citizenship, military status, ancestry, sexual orientation, marital status, or any other status protected by applicable law.
- (5) **Confidentiality.** Employees may not disclose Mission confidential or proprietary information through social media or otherwise. Confidential information includes non-public financial information, proprietary processes or technology, confidential personnel information, etc. All social media technology is also subject to any other confidentiality agreement that you may have entered into with Mission.

- (7) **Use Good Judgment.** Because what you say online is accessible to the public, including Mission and its employees, use good judgment in your communications.

**N-11. Break Time for Nursing Women.** The City provides female employees who are nursing with reasonable break times during normal working hours to express breast milk. The City encourages female employees to use regularly-scheduled breaks during the work day to express breast milk. However, the City also permits a female employee to take additional, unpaid breaks each work day for up to one year after the birth of her child as reasonable and necessary to express breast milk. The City will designate an area as a private location where female employees who are nursing may express breast milk.

**N-12. Smoking Policy.** Smoking ~~and the use of smokeless tobacco, e-cigarettes/pipes and other tobacco and nicotine products~~ shall not be permitted in any enclosed City facility ~~or vehicle~~. This includes common work areas, conference and meeting rooms, private offices, elevators, hallways, cafeterias, employee lounges, stairs, restrooms and all other enclosed facilities. ~~Smoking is also prohibited at all times in any City vehicle.~~ This policy applies to all employees, contractors and visitors. ~~Smoking shall be permitted only in designated areas at a reasonable distance of more than 25 feet outside entrances, doorways, operable windows and ventilation systems of enclosed areas where smoking is prohibited, so as to insure that tobacco smoke does not enter those areas.~~ No Smoking signs are posted in all City facilities. Those employees who smoke and would like to take this opportunity to quit are invited to call the free Kansas Tobacco Quitline (1-800-QUIT-NOW) for telephone cessation counseling and support. The success of this policy will depend on the thoughtfulness, consideration and cooperation of both smokers and non-smokers. All employees share in the responsibility for adhering to and enforcing this policy. Employees who are aware of violations of this policy are encouraged to report them immediately to Human Resources. Please do not attempt to enforce the policy or confront a violator yourself. Failure to adhere to this policy may result in disciplinary action, leading up to and including termination. The City reserves the right to develop and implement additional no-smoking policies.

**N-13. Weapons Free Work Place and Possession of Personal Firearms.** It is the policy of the City of Mission to ensure a safe and secure work environment, free from intimidation and threat of physical harm. To this end, the City reserves the right to limit and/or prohibit any and all weapons in the workplace, at City sponsored functions, in or on City property, or in City vehicles. For purposes of this section, the term "weapons" includes firearms (other than those excluded under K.S.A 75-7c01 et. Seq, the Personal and Family Protection Act); knives, swords, switchblades, razors, and the like (other than small pocket knives, utility knives, and the like with a blade of less than three inches in length, or kitchen utensils while in use); clubs, bludgeons, batons, bats, and the like; incendiary or explosive devices of any sort whatsoever; martial arts weapons, including num-chuks, throwing stars, and the like; and any item carried with the intent to go armed, or used to threaten or intimidate another. The term "weapons"

shall not include the lawful possession of personal security devices, intended for use by members of the general public (including but not limited to pepper spray, mace, and other personal defense sprays) or concealed personal firearms as authorized under the K.S.A 75-7c01 et. Seq, the Personal and Family Protection Act.

Employees who are authorized by the State of Kansas to carry concealed personal firearms pursuant to K.S.A. 75-7c01 et. Seq., the Personal and Family Protection Act, may exercise their right to carry concealed personal firearms in any unsecured municipal building which is not posted as prohibiting the carrying of concealed weapons. Use or possession of a personal firearm pursuant to the Personal and Family Protection Act or otherwise, is not regarded as conduct within the scope of employment. In addition, under any and all circumstances, the use and possession of a firearm shall be in accordance with and only as authorized by law.

1. All employees are prohibited from carrying, possessing, using or transporting firearms, other than concealed firearms authorized under the Personal and Family Protection Act, during the course of employment, while performing services representing the City, or while wearing City apparel.
2. Any employee carrying a concealed firearm pursuant to the provisions of state law must keep said firearm completely concealed on their person, in a proper holster or similar product, with all safety features in place.
3. It is the sole responsibility of the employee to maintain control of his or her concealed firearms and ammunition by ensuring that such firearm is on his or her person and attended to at all times unless stored pursuant to subsection 5 below.
4. If an employee elects to lawfully carry a concealed firearm, said firearm cannot interfere or delay in the performance of their assigned duties or obstruct required safety equipment.
5. When not properly concealed on their person with safety features in place, a personal firearm shall be stored in the employee's personal vehicle. Employees must ensure that personal firearms stored in personal vehicles must be stored out of plain view from the exterior of the vehicle and that the vehicle is locked and secured.
6. Employees who enter upon or in "private property" during the course of their duties are required to comply with any restrictions imposed by that property owner, including compliance with any signs conspicuously posted in accordance with rules and regulations adopted by the Kansas Attorney General.
7. It is prohibited for any City employee to brandish, intentionally display, joke about using the weapon, use, discharge, point, engage in even slightly risk behavior involving the weapon, or threaten any person with the use of a weapon in the workplace or in the exercise of his or her duties.

8. An employee's failure to maintain a firearm in a fully concealed manner and secured manner or stored as described herein could result in discipline, up to and including termination.
9. In the event that a City employee discharges a firearm while on duty, the Mission Police Department shall administratively investigate the discharge and file a report of investigation with the City Administrator. Based on such report, the City Administrator will determine what constitutes grounds for disciplinary action, up to and including termination. The discharge of a firearm while on duty may also result in criminal charges.
10. Subject to other policies and procedures of the City of Mission and Kansas law, law enforcement officers are the only individuals authorized to use deadly force while acting for and on behalf of the City of Mission. Employees who are not authorized to use deadly force do not have the immunities and are not entitled to the same indemnity afforded law enforcement. The City will not provide for, reimburse or pay attorney fees or other costs in defense of any employee if deadly force is not a function of their position.

A violation of any portion of this policy may result in disciplinary action, up to an including termination.



<b>City of Mission</b>	Item Number:	5.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Brian Scott

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

**RE:** 2021 Workers' Compensation Insurance Renewal

**RECOMMENDATION:** Approve the City's 2021 workers' compensation coverage through the Kansas Eastern Regional Insurance Trust (KERIT) for an estimated annual premium of \$149,859.

**DETAILS:** The City has been a member of the Kansas Eastern Regional Insurance Trust (KERIT), a workers' compensation pool, since 2009. The Trust comprises eighteen member cities and counties.

The 2021 premium for workers' compensation coverage has been estimated at \$149,859, which is paid in two installments, the first in January and the second in July. Premiums are based on the City's annual payroll, the level of exposure to risk that certain jobs may entail, and an experience modifier that reflects past claims. The 2021 premium is 57% higher than the previous year.

**KERIT Premiums - 2018 through 2021**

Year	2018	2019	2020	2021
Total Premium	\$100,659 (audited)	\$88,989 (audited)	\$95,508 (unaudited)	\$149,859 (estimated)

Natural payroll growth and new positions will always influence workers' compensation premiums, but this year's increase is primarily due to a very high experience modifier of 1.38. The experience modifier is a reflection of the claims that the City has incurred. An experience modifier of one is considered standard. The farther below one, the better. The higher above one, the worse.

The experience modifier is a rolling three year average so that the City is not suddenly hit with a high premium in one year. The City has experienced some pretty significant claims over the past couple of years resulting in surgery and time off for injured employees. These claims are now showing up in our experience modifier.

The City will undergo a payroll audit after the first of the year to review current year actual payroll expenses. Mid-year premiums are adjusted to reflect the results of the audit. Given the salary savings that the city has experienced in 2020, it is expected that the premium will be adjusted downward, helping to bring the overall premiums in-line with budget. The balance will come from salary savings elsewhere in the budget.

The Trust continues to maintain a strong emphasis on loss control, and all member entities are

Related Statute/City Ordinance:	n/a
Line Item Code/Description:	Personnel Line Items in the General Fund - 01-XX-102-05
Available Budget:	\$109,600 - FY 2021 Budget

<b>City of Mission</b>	Item Number:	5.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Brian Scott

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

actively engaged in proactive risk management activities. Because of this, members routinely receive a dividend from the trust when prior claim years are closed out. This year the City received a dividend distribution of \$6,547 from the trust.

Funds in the amount of \$109,600 were included in the 2021 Adopted Budget for workers' compensation premiums.

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

Related Statute/City Ordinance:	n/a
Line Item Code/Description:	Personnel Line Items in the General Fund - 01-XX-102-05
Available Budget:	\$109,600 - FY 2021 Budget



**KANSAS EASTERN REGION INSURANCE TRUST (KERIT)  
2021 RENEWAL PREMIUM PROJECTIONS**

MEMBER	CITY OF MISSION	2021		
Class Code	Class Code Description	Estimated Renewal Payroll	RATE	Manual Premium
5506	STREETS & ROAD	535,031	4.63	24,772
7720	POLICE OFFICERS & DRIVERS	2,052,066	2.56	52,533
8810	CLERICAL	871,235	0.11	958
8820	ATTORNEYS-ALL EMPLOYEES	110,000	0.14	154
8831	ANIMAL CONTROL	95,399	1.34	1,278
9015	BUILDINGS & SWIMMING POOL-PUBLIC	183,322	3.03	5,555
9063	HEALTH INSTITUTION, NOC	451,328	0.77	3,475
9102	PARKS, NOC	297,378	2.46	7,315
9410	MUNICIPAL COUNTY, NOC	473,999	6.48	30,715
<b>TOTAL PAYROLL</b>		<b>5,069,758</b>		<b>126,756</b>

Annual Gross Premium		126,756
Experience Modification		1.38
Total Standard Premium		174,923
Premium Discount	11.3%	(19,795)
Experience Modification Discount	0.0%	-
PLUS Discount	3.5%	(5,429)
Net Premium		149,699
Expense Constant		160
<b>Total Net Premium</b>		<b>\$ 149,859</b>

<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>ADMINISTRATION</b>	From:	Brian Scott

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

**RE:** Johnson County IT Services Interlocal Agreement Renewal

**RECOMMENDATION:** Approve the Interlocal Agreement for IT Services with Johnson County through December 31, 2021 in an amount not to exceed \$59,562.

**DETAILS:** Since 2011, the City has maintained an agreement with Johnson County to provide information technology (IT) services and support for the various City departments. The City originally partnered with Johnson County as part of ongoing efforts to reduce IT costs, streamline City services and strengthen intergovernmental relationships. The partnership provides Mission with cost-competitive access to the County's specialized IT staff.

IT services include application and data management support; network monitoring, security, and support; help desk; and general IT project support.

The 2020 agreement was for \$56,026. The 2021 agreement is \$59,562, a 6% increase. The cost is broken out between the Police Department, which has some unique IT needs, and the rest of the City.

General City (includes City Hall, PW, Comm Ctr):	\$22,864
Police:	<u>\$36,698</u>
<b>Total 2021:</b>	<b>\$59,562</b>

This year Johnson County Department of Technology and Innovation (DTI) assisted the police department with implementation of their new video system and deployment of laptop computers for the new patrol cars. They are currently assisting with deployment of the Microsoft Office upgrade and new computers purchases for city departments.

The 2021 budget includes a total of \$100,000 for Computer Services. This budget typically covers both technical support and software/hardware upgrades that may be necessary, as well as other computer related services beyond what the County provides. The total estimated costs are within established budget parameters.

There are a number of smaller communities throughout the metropolitan area that struggle with maintaining IT support on a small budget. This year the Mid-America Regional Council of Government (MARC) coordinated a consortium of these communities to solicit proposals from IT firms that might be able to provide ongoing IT support through a single contract. Civic ITC was the firm selected by the consortium. Civic ITC offers a "turnkey" solution whereby they own all of the network infrastructure (servers, switches, etc.) and are responsible for licensing, warranties, and on-going maintenance. All equipment is housed at their network facility in downtown Kansas City. The City would have access to their network through an internet service provider. Their service would include a help desk to assist employees with minor computer issues that can be handled over the phone or through remote access.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-07-214-05 and 01-30-214-05 Computer Services
Available Budget:	\$100,000

<b>City of Mission</b>	Item Number:	6.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>ADMINISTRATION</b>	From:	Brian Scott

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

Staff talked with Civic IT about these services and the cost for the City of Mission. The quote provided was \$112,000 annually and did not include any actual time at the City assisting with on-site IT issues or projects. An additional quote of approximately \$8,000 for on-site IT support was provided as well.

Currently, the City owns all of its own IT network equipment. In addition, the City pays for software licenses and maintenance agreements on this equipment. If the City were to pursue an agreement with Civic ITC, it could sell the existing network equipment which could eliminate some of the ongoing licensing and operational, but then the City would have to pay for an internet service provider (currently included with the County's agreement) and support for specific IT projects.

The proposal from Civic ITC is similar in services and cost and to another firm that staff talked with a few years ago. Based on the quote provided by Civic IT and a comparison of value for services provided, Staff recommends renewal of the agreement with Johnson County for IT Services through December 31, 2021 in an amount of \$59,562. Staff will continue to research and explore options for providing this service.

**CFAA CONSIDERATIONS/IMPACTS: NA**

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-07-214-05 and 01-30-214-05 Computer Services
Available Budget:	\$100,000

RENEWAL OF INFORMATION TECHNOLOGY SERVICES  
AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
JOHNSON COUNTY, KANSAS AND THE CITY OF MISSION, KANSAS

THIS RENEWAL OF INFORMATION TECHNOLOGY SERVICES AGREEMENT (“Renewal”) is made and entered into this \_\_ day of \_\_\_\_\_, 2020 by and between the City of Mission, Kansas (“City”) and the Board of County Commissioners of Johnson County, Kansas (“County”).

WITNESSETH:

WHEREAS, the City and the County entered in that certain Information Technology Services Agreement dated November 7, 2013, regarding the provision of information technology services, as amended by that certain Amendment to Information Technology Services Agreement dated March 15, 2014, and which was subsequently renewed (the original agreement, the amendment, and all previous renewals are collectively referred to as the “Agreement”); and

WHEREAS, the City and the County desire to renew and amend the Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and pursuant to and in accordance with the statutory authority vested in the City and the County, the parties hereto agree as follows:

1. Renewal. The City and the County hereby agree that the Agreement shall be, and hereby is, renewed and extended for an additional term from January 1, 2021 through December 31, 2021 (“Renewal Term”).

2. Services. During the Renewal Term, the County agrees to provide the services set forth in Exhibit A and the City agrees to share in the costs of those services by paying the amounts set forth in Exhibit A, which are the annual costs of the services. The prices stated in Exhibit A are based on a total of 58 supported employees (25-City and 33-Police) as stated therein. If the total number of supported employees increases above 69, or decreases below 47, the cost of this Agreement will be adjusted for the remainder of the contract period (pro-rated at the rate of \$948 per employee per year plus the cost of licenses, as appropriate). These rates are valid for the Renewal Term and are valid only if the City obtains and maintains a highspeed data connection of at least 10mb between the City’s facility and any County facility on its highspeed network. The County reserves the right to raise these rates if the City fails to obtain and maintain high speed connectivity. The City agrees to pay the costs set forth in Exhibit A on a quarterly basis commencing upon execution of this Renewal. The City agrees to adhere to the County security policies, procedures, and processes, including to allow scanning of any devices attached to the Johnson County network. Services include software patching and updates that are usually free (ex: Microsoft/Adobe) and necessary to appropriately maintain devices. Services do not include version upgrades to the Microsoft Operating System, which are periodically necessary and may require additional support hours. Software Management, including the purchase and maintenance of software licenses and license installation keys, is the responsibility of the City.

3. Additional Services. The parties agree that during the Renewal Term, if the City requests additional professional services that are not included in the services set forth in Exhibit A, then the County's hourly rates for such services shall be as follows:

Tier 1 Support per hour	\$44.00	Support Center
Tier 2 Support per hour	\$63.00	Systems, Phone, Network, Applications
Consulting per hour	\$75.00	Security, Project Management
DBA Support per hour	\$85.00	Data Administration

4. Agreement Effective. Except as expressly modified by this Renewal, the terms and provisions of the Agreement shall remain unchanged and in full force and effect.

5. The City shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents free from any and all claims, losses, penalties, damages, settlements, costs charges, professional fees, or other expenses or liabilities of every kind and character arising from or in any way related to the negligent or intentional act, error or omission of the City, its officers, employees or agents, in performing under, arising from, or related to this Agreement.

6. The County is not responsible for providing insurance or self-insurance for the benefit of the City. For this reason, it is recommended that the City shall, at all time during the term of this Agreement and for not less than three (3) years after the expiration or termination thereof, maintain Data Privacy & Security (Cyber) insurance, with limits not less than \$1,000,000 per claim and aggregate, underwritten by an insurance company authorized to write insurance in the state of Kansas. City shall furnish a Certificate of Insurance to the County at the time of execution of this Agreement and within five (5) days of the date of renewal of this insurance. Certificate Holder shall be, Board of County Commissioners, Johnson County, Kansas, c/o Risk Manager, 111 S. Cherry Street, Suite 2400, Olathe, KS 66061. If City does not carry the above referenced Cyber insurance, City shall be responsible for the cost of and hold County harmless for any resulting damages and costs arising from any data breach incident or claim that would otherwise be covered by Cyber insurance.

7. The County expressly disclaims any express or implied warranties, representations or endorsements regarding any data, information, services or products provided in connection with, included in, or regarding this Agreement. No advice or information given by County officers, employees, agents or contractors shall create a warranty.

8. All County employees providing services on behalf of the County under this Agreement shall remain employees of the County for all purposes and shall not be deemed employees of the City under any circumstances. Similarly, all employees of the City coordinating with or providing any assistance to the County in the performance of services under this Agreement shall remain employees of the City for all purposes and shall not be deemed employees of the County under any circumstances.

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

CITY OF MISSION, KANSAS

By \_\_\_\_\_  
Laura Smith, City Administrator

Date \_\_\_\_\_

BOARD OF COUNTY COMMISSIONER  
OF JOHNSON COUNTY, KANSAS

By \_\_\_\_\_  
William P. Nixon, Jr., Chief Information Officer

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Haga, Assistant County Counselor

Date \_\_\_\_\_



## EXHIBIT A – SERVICES

# Full Time Users # of Devices # of Servers	City of Mission Description of Services	City 25 42 7	Police 33 45 7
<b>Systems</b>	Server support - Remote monitoring, Server Operating System support, server backups, server patching and print management. Active Directory support and maintenance. Support for Citrix/Niche/iLeads/NetMotion.	\$8,385.00	\$13,282.00
<b>Application &amp; Data Management</b>	DTI will provide basic application and data management support for Laserfiche, Governmentor and Vehicle Manager applications. DTI will work with vendor support for problem resolution and periodic upgrades. DTI will regularly monitor database backups for these applications and identify problems as they occur. Additional services/support is available at the hourly rates specified above.	(included above)	(included above)
<b>Network</b>	Network monitoring - Includes all network systems, core appliances and switches. Network administration and support - review of event logs and implementation of manufacturer-recommended firmware updates for routers and switches. Identify and recommend network hardware replacements, assisting with the installation as needed. Internet Connection including Staff and Guest WiFi.	\$4,502.00	\$7,131.00
<b>Security</b>	Firewall and VPN Management - Monitor, maintain and support the clients firewall and current VPN system. Provide firewall security reviews upon request, limit 1 annually, to address best practices in controls.  Network Security Monitoring and Intrusion-Prevention Services – Monitor internal and external network traffic to identify malicious activity and block and/or report on activity dynamically based upon County security best practices.  Anti-Virus and Threat Management - Monitor, maintain and support the client's anti-virus to ensure AV signatures are current and active across all devices.  Internet filtering per County best practices	\$4,502.00	\$7,131.00
<b>Support Center – Help Desk</b>	Provides a single point of contact, by phone or email, to report and record incidents and to facilitate the restoration of county standard devices and normal IT operational services. The Support Center provides Tier 1 remote desktop support as requested M-F, 7:30-5:00, excluding holidays. Also provides on-call, after normal business hours support for emergency outages, which will be escalated to Tier 2 support.	\$3,855.00	\$6,106.00
	Limited support for Mobile Data Terminals (MDT's) toughbooks (10qty) limited support (DTI has limited knowledge)		\$1,850.00
<b>Service Subtotals for City/Police</b>		\$21,244.00	\$35,500.00
<b>Virtual Server Hosting</b>	Laserfiche virtual server hosting (\$500 annually)	\$500.00	\$0.00
<b>Software***</b>	Check Point Licenses 87 @ 25.00 ea and 14 @ \$4	\$1,078.00	\$1,153.00
	Lansweeper Licenses 87 @ 1.00 ea	\$42.00	\$45.00
<b>Other</b>	Domain Renewals @ \$12/ea (2 city/2 PD) mission-ks.org; missionks.org; missionpd.com; mission pd.org	\$24.00	\$24.00
<b>Subtotal for City/Police</b>		\$22,864.00	\$36,698.00
<b>Total Managed Services</b>		<b>\$59,562.00</b>	

\* Standard Support: Monday-Friday 7:30am-5pm; Emergency on-call phone support available as-needed

\*\* Include Disclosure Statement for: 1-MDT's are not a typical technology DTI supports and we have no specific working knowledge of this technology; 2 - how to prioritize requests when we receive competing/multiple requests

\*\*\*The City is responsible for software management including the purchase and maintenance of software licenses & installation keys for all software not identified above. DTI will not install or transfer unsupported or unlicensed software.

<b>City of Mission</b>	Item Number:	7.
<b>ACTION ITEM SUMMARY</b>	Date:	December 8, 2020
<b>Administration</b>	From:	Brian Scott

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

**RE:** 2021 Special Alcohol Tax Fund Allocations

**RECOMMENDATION:** Approve City of Mission's 2021 Special Alcohol Tax Fund allocations as recommended by the Drug and Alcoholism Council.

**DETAILS:** By statute, the State of Kansas imposes a 10 percent Liquor Drink Tax (aka Alcohol Tax) on the sale of any drink containing alcoholic liquor sold by clubs, caterers, or drinking establishments. Revenue derived from this tax is allocated 30 percent to the State and 70 percent to the city or county where the tax is collected.

The statute further stipulates that for cities of Mission's size, the portion allocated to the local jurisdiction be proportioned in thirds, with one third to the General Fund, one third to a Special Parks and Recreation Fund, and one third to a Special Alcohol Tax Fund. The Special Alcohol Tax Fund is to support programs "whose principal purpose is alcoholism and drug abuse prevention or treatment of persons who are alcoholics or drug abusers, or are in danger of becoming alcoholics or drug abusers" (KSA 79-41a04 1997).

Alcohol Tax funds allocated to the City of Mission are estimated to be \$210,000 for 2021. A third of these funds - \$70,000 - will be proportioned to the City's Special Alcohol Tax Fund. Of this amount, \$15,000 will support Mission's DARE activities, \$30,000 will support the mental health co-responder program, and \$50,000 will be provided to agencies designated by the Drug & Alcoholism Council. This fund has a very healthy fund balance that can support the expenditures being greater than anticipated revenue. The anticipated revenue for 2021 is less than prior years due to reduced sales because of the COVID-19 Pandemic. Another third will be proportioned to the Special Parks and Recreation Fund and the remaining third is proportioned to the City's General Fund.

The Drug and Alcoholism Council (DAC), a program supported by the United Community Services of Johnson County, offers grants each year to various organizations within the county that provide alcohol and drug abuse prevention and treatment programs. The grants are structured in such a manner that the awarded organizations have access to funds from multiple participating jurisdictions. The governing body of each jurisdiction has the ultimate authority and responsibility to determine which organizations receive funds.

The total amount available to the DAC for allocation in 2021 is \$2,024,200, a 6% reduction from the previous year due to reduced revenues. The DAC reviewed applications submitted for funding requests, met with applicants, and deliberated to develop the recommendations for this year's Alcohol Tax Fund allocations, which is the second attachment.

The DAC's recommended allocation of the City of Mission's Alcohol Tax funds are shown in the first attachment. Approval of this recommendation is approval of the DAC's recommended

Related Statute/City Ordinance:	K.S.A 79-41a01
Line Item Code/Description:	09-90-201-01
Available Budget:	\$50,000

<b>City of Mission</b>	Item Number:	7.
<b>ACTION ITEM SUMMARY</b>	Date:	December 8, 2020
<b>Administration</b>	From:	Brian Scott

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

allocations.

**CFAA CONSIDERATIONS/IMPACTS:** The Alcohol Fund supports activities and programs that provide services for people of all ages. These programs range from teaching children the dangers of drugs and alcoholism to helping teens and adults overcome their addictions and be positive contributors to society.

Related Statute/City Ordinance:	K.S.A 79-41a01
Line Item Code/Description:	09-90-201-01
Available Budget:	\$50,000



# United Community Services of Johnson County

### Board Members

- Kate Allen, President
- Brian S. Brown
- Joe Connor
- Tara S. Eberline
- Erik Erazo
- Robin Harrold
- Thomas Herzog
- Rev. Lee Jost
- Roxann Kerr Lindsey
- Donna Lauffer
- Patty Markley
- Justin Nichols
- Hon. Donald Roberts
- Kevin Tubbesing
- Vanessa Vaughn West
- David White
- 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

Date: October 30, 2020  
 To: Laura Smith, City Administrator, Mission  
 From: Julie K. Brewer, Executive Director *JKB*  
 Re: Allocation of 2021 Alcohol Tax Fund

### 2021 Recommendation Report

The Drug & Alcoholism Council of Johnson County (DAC), a project of United Community Services, has prepared and approved the recommendations for allocation of 2021 Alcohol Tax Funds (ATF). The recommendations are in line with expectations under KSA 79-41a04. The enclosed report is submitted for the City of Mission's consideration. The DAC is an advisor to the City of Mission on the expenditure of these funds. **Together, Johnson County Government and nine cities committed \$2,024,200 for 2021 ATF; note this ~6% reduction from 2020, due to tax collections during the pandemic, has led to lower funding recommendations for all grantees.** An electronic version of the report will be emailed to you.

The city has the ultimate authority and responsibility for determining the allocation of its portion of the Alcohol Tax Fund. Therefore, the DAC requests the city confirm its acceptance of these recommendations and the city's funding distributions as stated on the distribution chart. *UCS, the DAC and ATF grant recipients understand that distribution of city funds may be altered should Kansas tax policy change, or revenues are not received by the City as expected.* **Enclosed is a verification statement which we request be signed and returned to UCS by December 22, 2020.** Christina Ashie Guidry, UCS Director of Resource Allocation, will attend the December 2 virtual Council meeting when the ATF Recommendations Report is considered.

### Distribution of Funds

For the purposes of making the recommendations, the DAC pools alcohol tax funds from all participating jurisdictions (Johnson County Government, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, and Shawnee). Each jurisdiction, however, is responsible for distributing its own funds. A distribution chart for your jurisdiction is enclosed. The UCS/DAC administrative cost of approximately 5% is prorated among all jurisdictions.

Thank you for your continued support of this allocation process which matches public resources to services that address substance abuse education, prevention, intervention, detoxification, and treatment needs for Johnson County residents. In 2019, 49,000 residents benefited from ATF supported programs. Please contact me or Christina Ashie Guidry, christinag@ucsjoco.org, if you have questions.

- Enclosures: 2021 Alcohol Tax Fund Recommendations Report  
 2021 Alcohol Tax Fund Distribution Chart - cc: Brian Scott  
 2021 Grantee List - cc: Brian Scott  
 2021 Alcohol Tax Fund Recommendations Verification- cc: Brian Scott





# United Community Services of Johnson County

## 2021 ALCOHOL TAX FUND RECOMMENDATIONS REPORT

### DRUG and ALCOHOLISM COUNCIL OF JOHNSON COUNTY

*Participating jurisdictions: Johnson County, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, and Shawnee*

#### Board Members

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David Warm

#### Executive Director

Julie K. Brewer

The purpose of the grant review process conducted by the Drug and Alcoholism Council of Johnson County (DAC) is to direct local Alcohol Tax Funds (ATF) to alcohol and drug prevention, education, intervention, detoxification, treatment, and recovery programs that serve Johnson County residents. The entire community benefits when substance abuse is prevented and/or effectively treated. A continuum of services from education through treatment and recovery is vital to reducing drug and alcohol use and addiction; this continuum of services lowers healthcare costs; reduces crime and child abuse and neglect – lowering associated public costs; and, increases productivity in employment.

Alcohol Tax Funds are derived from a state excise tax on liquor sold by the drink. Part of the revenue generated is returned to the jurisdiction (city or county) in which it was collected, with the stipulation that a specified portion be used for programs “whose principal purpose is alcoholism and drug abuse prevention or treatment of persons who are alcoholics or drug abusers, or are in danger of becoming alcoholics or drug abusers” (KSA 79-41a04).

The DAC’s grant review process provides a structured and accountable system that allows organizations, through one annual application, access to funds from multiple jurisdictions. The recommendations are guided by funding priorities which are reviewed and approved by the DAC annually. Every three to five years the priorities are developed through a formal planning and research process that includes input from key stakeholders, a review of current literature, and analysis of indicator data in Johnson County. In 2018, UCS conducted this formal planning process and the DAC established funding priorities for the 2019, 2020, and 2021 grant cycles. The Funding Priorities Report is available on UCS’ website. It includes a description of the methodology and a summary of the information collected and reviewed.

The Board of County Commissioners and city councils have ultimate authority and responsibility for determining which organizations receive funds from their respective jurisdictions based upon the recommendations in this report. **Jurisdictions are asked to accept the recommendations by December 22, 2020. Together, Johnson County Government and nine cities committed \$2,024,220 for 2021 ATF (see page 19). Note this ~6% reduction from 2020, due to reduced tax collections during the pandemic, has led to lower funding recommendations for all returning grantees.** UCS has elected to reduce its administrative fee for 2021 (see page 2). Twenty-five applications plus UCS administration fee total \$2,261,401 in funding requests. After reviewing applications, interviewing agencies, and deliberating, the DAC developed the following funding recommendations, which are organized in two sections: Education, Prevention, and Intervention; and, Treatment and Recovery.

For additional information, contact Christina Ashie Guidry, UCS Director of Resource Allocation, christinag@ucsjoco.org, 913.438.4764.

**2021 Alcohol Tax Fund Requests and Recommendations**

<b>Applicant</b>	<b>2019 Allocation</b>	<b>2020 Allocation</b>	<b>2021 Request</b>	<b>2021 Recommendation</b>
<b>EDUCATION, PREVENTION and INTERVENTION</b>				
Blue Valley USD 229	\$49,100	\$32,146	\$25,456*	17,951*
De Soto USD 232	\$32,229	\$16,079	\$20,979*	15,158*
Olathe USD 233	\$58,358	\$9,440	\$0*	\$0*
Shawnee Mission USD 512	\$27,000	\$0	\$0*	\$0*
Spring Hill USD 230	\$18,060	\$16,060	\$16,060	\$14,141
Artists Helping Homeless	\$25,000	\$35,000	\$35,000	\$28,281
Boys and Girls Club	\$15,000	\$15,000	\$15,000	\$14,141
Cornerstones of Care	\$60,000	\$75,000	\$75,000	\$70,703
First Call	\$65,000	\$68,000	\$68,000	\$64,105
Heartland RADAC	\$159,734	\$159,734	\$159,734	\$150,583
JoCo Court Services	\$141,377	\$160,000	\$182,000	\$150,834
JoCo Dept. of Corrections	\$12,300	\$15,725	\$3,550*	\$3,347*
JoCo Dept. of Corrections (Changing Lives Through Literature)	\$7,250	\$7,250	\$0*	\$0*
JoCo MHC Prevention	\$120,000	\$170,000	\$187,000	\$168,274
Safehome	\$24,301	\$24,424	\$24,473*	\$23,071*
The Family Conservancy	\$40,000	\$40,000	\$40,000	\$37,709
<b>Subtotal</b>	<b>\$854,709</b>	<b>\$843,858</b>	<b>\$852,252</b>	<b>\$758,298</b>
<b>TREATMENT and RECOVERY</b>				
Friends of Recovery	\$58,000	\$60,000	\$75,000	\$56,563
JoCo MHC Adolescent Center for Tx.	\$253,510	\$321,373	\$253,510	\$238,648
JoCo MHC Adult DeTox Unit	\$289,922	\$289,922	\$289,922	\$273,314
JoCo MHC Dual Diagnosis Outpatient	\$165,000	\$165,000	\$232,863	\$219,523
KidsTLC	\$46,571	\$46,571	\$47,714	\$44,981
KVC Behavioral HealthCare	\$35,000	\$35,000	\$70,000	\$32,995
Lorraine's House	\$25,000	\$25,000	\$25,000	\$18,854
Mirror Inc.	\$176,000	\$176,000	\$191,000	\$165,918
Preferred Family Healthcare	\$120,000	\$120,000	\$120,000	\$113,126
<b>Subtotal</b>	<b>\$1,169,003</b>	<b>\$1,238,866</b>	<b>\$1,305,009</b>	<b>\$1,163,922</b>
<b>Total</b>	<b>\$2,023,712</b>	<b>\$2,082,724</b>	<b>\$2,157,261</b>	<b>\$1,922,200</b>
UCS Administration Fee	\$99,000	\$104,500	\$104,500	\$102,000
Total allocation/request & UCS Adm.	\$2,122,712	\$2,187,224	\$2,261,761	\$2,024,220

\*agency has 2020 ATF funds to carryover to 2021 due to effects of the global coronavirus pandemic

## 2021 ALCOHOL TAX FUND GRANT RECOMMENDATIONS

### Education, Prevention and Intervention

*Alcohol Tax Funds (ATF) support programs offered by public school districts and programs delivered by community-based organizations, the 10<sup>th</sup> Judicial District Court, and departments of Johnson County government. School-based programs are focused on preventing and reducing substance abuse and addressing risk factors associated with substance abuse, such as disruptive behavior, suicide, and truancy. Community-based programs help lower rates of substance abuse, which result in lower mental and physical healthcare costs and reduced costs for law enforcement and the criminal justice system. Funding recommendations are based upon a review of each proposal (see Appendix A for criteria) and consider program type, outcome data, and accountability. Previously each district requested and received ATF support for AlcoholEdu. As a result of the Mental Health Center's recent agreement with EverFi, the company which owns AlcoholEdu, the cost of AlcoholEdu is reduced and it is now available to schools county-wide (public and private) and all districts have access to EverFi's online Mental Health Basics. In 2021, each school district will continue to report outcomes for AlcoholEdu, including knowledge gained and number of students served.*

### School District Programs

Each school district offers a unique mix of programs to its students and parents, and each district has a mix of funding to support these programs. Consequently, ATF recommended programs and fund allocation differ for each district. *In 2021, most district funding requests are reduced due to carryover from mandated closures due to the global pandemic in 2020.*

### **Blue Valley School District**

**Request: \$25,456\***

**Recommendation: \$17,951\***

The DAC recommends Blue Valley School District be awarded \$17,951, which combined with \$12,000 in carryover, will result in an ATF budget of **\$29,951.\*** ATF supports the continuation of sobriety support groups led by therapists from outside the district; building drug and alcohol coordinators and district coordinators; and vouchers for substance abuse evaluations for students suspended for a drug or alcohol-related offense. The coordinators provide leadership and ensure fidelity on district initiatives such as AlcoholEdu, Project Alert, Reconnecting Youth, CAST, and sobriety support groups; they also evaluate the district's Kansas Communities That Care (CTC) survey results.

**Results Projected:** The overall goals are to increase knowledge of substance abuse and available resources for education, prevention, and treatment of substance abuse; and, to reduce favorable attitudes towards substance use, and increase students' resistance to social pressures related to substance/alcohol use. The district's CTC survey results will be used to focus efforts. Community events will be held to increase awareness of the impact of substances on the brain and strategies for drug and alcohol prevention. There will be an increase in the number of student/families that use evaluation/treatment vouchers following a drug and/or alcohol infraction and there will be more consistent participation in sobriety groups. During the 2020-21 school year, the district anticipates serving approximately 12,685 individuals through ATF supported programs.

**Outcomes Achieved During 2019:** In School Year 2019 (SY 2019), 13,429 Johnson County residents were served through the Blue Valley School District. The 1,631 students who participated in

AlcoholEdu demonstrated an average increase in knowledge of 20% in pre and post-assessment. Students in the Sobriety Support groups maintained abstinence or made significant efforts to reduce use. Results from the CTC Survey indicated an increase in vaping (e-cigarettes) and some risk factors however norms favorable to drug use decreased. 12 students received drug and alcohol evaluations through ATF support. Over 250 people attended SY 2019 Vaping in the Valley Part I and over 100 families attended Vaping Part II; 100% agreed information presented was relevant and increased their understanding of prevalence and harmful effects of vaping. Over 90% agreed information could be put into practical use with their child.

### **De Soto School District**

**Request: \$20,079\***

**Recommendation: \$15,158\***

The DAC recommends the De Soto School District be awarded \$15,158, which represents the same level of funding as 2020 less the ~6% reduction. Combined with district's carryover of \$900 ATF carry-over, this will result in an ATF budget of **\$16,058.\*** The ATF funds will support implementation of *Too Good for Drugs* (elementary school students), and two high school prevention clubs. Additionally, ATF funding will support the district's coordinator for substance abuse programming, district social workers (.25 FTE divided between two social workers; 30-35% of their work is around substance abuse), staff development training related to substance abuse prevention and education, and student substance abuse evaluations.

**Results Projected:** Parents/family members will learn more about prevention and resources, both of which will help build protective factors within the family, and when applicable address substance use. Students who participate in *Too Good for Drugs* will demonstrate increased knowledge about their ability to make good choices. Students who use social work services will demonstrate an improved ability to resist using substances to cope and instead use other coping strategies/skills, thus deterring use of substances. During the 2020-21 school year, the district anticipates serving approximately 11,453 adults and 7,634 students through ATF supported programs.

**Outcomes Achieved During 2019:** During SY 2019, 10,946 adults and 7,296 youth were served. The district achieved its goals of exposing all students to prevention messages and providing parents an opportunity to learn more about prevention and resources. The 563 students who participated in AlcoholEdu demonstrated an average increase in knowledge of 26%, with the greatest gain in "future ready" which helps students recognize dangerous situations and resist social pressure.

### **Olathe School District**

**Request: \$0\***

**Recommendation: \$0\***

The Olathe School District is not requesting new funds for ATF programming in 2021; the DAC recommends the district utilize its **\$12,497\*** in carryover for student substance abuse assessments, parent education through *Guiding Good Choices* (provided in English and Spanish for parents of students who are identified by school), ASIST, and safeTalk, as detailed in its application. ASIST and safeTALK are suicide prevention programs which the district will provide to high school coaches and sponsors. The district utilizes First Call for education and prevention presentations, the cost of which is reflected in First Call's ATF grant request.

**Results Projected:** The district's goal is to reduce the percentage of students who have a perceived risk of drug use. The district also strives to decrease the number of students who report binge



drinking and cigarette use (30-day prevalence), and increase the age of first use of alcohol, tobacco and other substances. Parents who participate in *Guiding Good Choices* will report they are prepared to implement family meetings to review boundaries about alcohol and drug use and refusal skills. The district plans to train coaches and sponsors in safeTALK and ASIST to reduce/prevent suicide, which is closely correlated with substance abuse. During the 2020-21 school year the district anticipates serving 2,398 students through ATF supported programs.

**Outcomes Achieved During 2019:** In SY 2019, 1,930 Johnson County residents were served. 1,740 students who participated in AlcoholEdu demonstrated an average knowledge increase of 33% based on pre and post-assessment. 39 alcohol/drug assessments were provided to students leading to counseling sessions and other interventions. During the first semester of SY 2020, the district provided fewer assessments for vaping and attributes reduced need to several interventions including an evening session for parents, anti-vaping clubs, student vaping summit, and increasing negative consequences for vape use. The district's 2019 CTC Survey showed progress in decreasing students' binge drinking and use of e-cigarettes (vaping).

### **Shawnee Mission School District**

**Request: \$0\***

**Recommendation: \$0\***

The Shawnee Mission School District is not requesting new funds for ATF programming in 2021; the district will utilize its carry over of **\$10,500\*** from savings in cost reduction of AlcoholEdu in 2019 to implement a new evidence-based program *Signs of Suicide* in eleven secondary schools and continue implementation of AlcoholEdu at the high school level. *Signs of Suicide* is an evidence-based program that fulfills KSA Sec. 79-41a04 as alcohol and drug use are recognized as contributing factors to some suicide attempts and completions. According to a 2018 report by the Kansas Health Institute, suicide is the second leading cause of death among 15- to 24-year-olds and alcohol and/or drug use are often complicating or contributing factors to suicide attempts and completions.

**Results Projected:** Students will increase knowledge about alcohol and be prepared to avoid riding in a vehicle with someone who has been drinking; stop a friend from driving drunk; resist social pressure to drink alcohol; and establish a plan to make responsible decision about drinking. *Signs of Suicide* training and programming will be implemented in all middle and high schools, reducing occurrence of suicide attempts and completions, reducing the stigma of seeking treatment, and increasing self-help seeking or seeking treatment for others. The district anticipates serving 1,395 Johnson County residents through AlcoholEdu and 12,000 students through *Signs of Suicide*.

**Outcomes Achieved During 2019:** The district served 1,787 students through AlcoholEdu in School Year 2019. Students participating in AlcoholEdu showed an average increase of 26% of knowledge gained based on pre and post-tests; the greatest gain was in the "future ready" category, which indicates that students recognize dangerous situations and resisting social pressure. The number of discipline incidents involving alcohol decreased by nearly half in SY 2019 from SY 2018 (from 36 to 18 incidents), but the number of incidents involving tobacco and vaping increased (from 163 in SY 2018 to 367 in SY 2019).

## **Spring Hill School District**

**Request: \$16,060**

**Recommendation: \$14,141**

The DAC recommends the Spring Hill School District be awarded \$14,141 to support two evidence-based programs: *Project Alert* (7<sup>th</sup> grade) and *Peer Assistance and Leadership* (PAL – high school). Funding also includes support of *Students Against Destructive Decisions* (SADD – high school), and partial funding for the district’s Mental Health Clinical Social Worker who provides support to students in grades 6-12. In the 2020-21 school year, the district will participate in the CTC survey.

**Results Projected:** Upon return from the PAL retreat, students will be better equipped to talk with their peers about teen issues; monthly surveys will track the impact of PAL. SADD sponsors will collect student data on the impact of SADD programs. Pre and post-surveys will be used to determine impact of Project Alert. Project Alert is designed to help motivate youth to avoid using drugs and to teach them skills needed to understand and resist pro-drug social influences. The Mental Health Social Worker will provide data to the Director of Special Services regarding each of the student participants and how meeting with the Social Worker impacted them. The Social Worker will continue to have a positive impact on students’ lives. During the 2020-21 school year the district anticipates serving 2,700 individuals through ATF supported programs.

**Outcomes Achieved During 2019:** During SY 2019, 183 adults and 2,486 youth were served. In SY 2019, assessments of students taking AlcoholEdu indicated an average student knowledge increase of 31%. PALS students received training about how to handle tough situations, including peer pressure to use drugs and alcohol. PALS worked with over 525 students and reported alcohol and drug use are a high concern. During SY 2019, the Social Worker met with 30 students who were dealing with substance abuse issues (themselves, family members or both). When appropriate, students were referred to outside therapy to further reduce their risk of future substance abuse, or to counseling or treatment for substance abuse or dual diagnosis.

*Note: Gardner Edgerton School District has not applied for ATF funding since 2015, but has access to AlcoholEdu through Johnson County Mental Health Prevention Services.*

## **Community-Based Programs**

### **Artists Helping the Homeless**

**Request: \$35,000**

**Recommendation: \$28,281**

The DAC recommends Artists Helping the Homeless (AHH) be awarded \$28,281 for implementation of *Be The Change*, the organization’s primary program which helps individuals experiencing homelessness to access services and address underlying conditions. ATF supports services for individuals who are dealing with substance abuse issues and identify as Johnson County residents or are experiencing homelessness in the county (referred by Johnson County sources). Funds pay for staff who assess an individual’s needs and advocate, transport, and provide follow-up as client progresses from agency to agency. ATF support also funds services, direct assistance, and housing to facilitate recovery/reintegration. Sober living housing is available through AHH’s Bodhi House and Finnegan Place. Referrals to AHH come from hospitals, homeless and recovery agencies, law enforcement including New Century Detention, JoCo Mental Health including Detox, state mental

health and aging services, and qualifying individuals. The program utilizes “Housing First,” Recovery Oriented Systems of Care (ROSC), and Strengths-Based Approach.

**Results Projected:** AHH will assess, place in services and assist 160 Johnson County individuals who have issues with substance abuse, and who would otherwise be discharged from services, leading to homelessness and likely relapse. AHH will provide extensive care coordination services to 25 individuals, with 80% remaining sober and 90% obtaining full-time employment and/or school; these clients are typically alienated young adults who would likely fall back into the treatment-relapse-homeless cycle. AHH participants will successfully reintegrate into society and remain clean/sober as demonstrated by no new interactions with law enforcement and emergency room visits only for medical emergencies. Overall service numbers for 2021 are projected to be lower than 2020 due to reduced referrals during the global pandemic.

**Outcomes Achieved During 2019:** AHH provided housing and other intervention and recovery services to 195 Johnson County individuals who were dealing with substance abuse and experiencing homelessness. Fewer individuals were served in 2019 than AHH had anticipated, however units of service per individual increased. AHH attributes this to clients who face more complex challenges, leading AHH to provide a wider array of services over a longer period. Clients reported substantial reduction in use of substances, interaction with law enforcement (none for residents) and hospital admissions. 81% of residents reported continuing sobriety in residence, borne out by a 97% clean urinalysis rate for residents in random screenings. At year end, 70% of residents were employed and 88% in better health, reducing emergency room utilization dramatically. AHH exceeded its goal of an 85% retention/successful discharge rate for clients who participated in the reintegration program.

### **Boys and Girls Club**

**Request: \$15,000**

**Recommendation: \$14,141**

The DAC recommends the Boys and Girls Club be awarded \$14,141 for implementation of *SMART Moves (Skill Mastery and Resistance Training)* at the Boys and Girls Club in Olathe. *SMART Moves* teaches Olathe club members (ages 5-18) to recognize and resist media and peer pressure to engage in tobacco/alcohol/drug use, and other risky behavior. Olathe School District provides transportation to the Club from Central Elementary, Oregon Trail Middle School, Washington Elementary, and Olathe North High School.

**Results Projected:** The overall objective is to prevent or delay the onset of alcohol and drug use. Program participants will demonstrate an increase in knowledge of the dangers of alcohol and drug use, and the use of tools and strategies to resist peer pressure and media influence. Youth will self-report abstinence from alcohol and drug use. The organization anticipates serving 370 Olathe youth during 2021.

**Outcomes Achieved During 2019:** During 2019, 348 youth were served. As indicated by pre and post-tests, 95% of program participants demonstrated an increase in knowledge of the dangers of alcohol and drug use. 95% also increased their knowledge of the use of tools and strategies to resist peer pressure and media influence, and also demonstrated an increase in knowledge about how to resolve conflict non-violently.

### **Cornerstones of Care**

**Request: \$75,000****Recommendation: \$70,703**

The DAC recommends Cornerstones of Care be awarded \$70,703 for the implementation of Functional Family Therapy (FFT), an evidence-based in-home family intervention program which addresses a variety of problems facing at-risk youth and their families. ATF supports FFT for Johnson County youth who have an identified problem with substance abuse (identified by family or referral source such as the Juvenile Intake and Assessment Center, Court Services, District Court and the Johnson County Department of Corrections).

**Results Projected:** Following the completion of *Functional Family Therapy*, families will report improved family relationships (reduced levels of conflict and improved communication), and youth will demonstrate a decrease in delinquent behavior (not be adjudicated on a violation of the law or charges related to drugs and/or alcohol). During 2021 Cornerstones anticipates serving 95 Johnson County residents whose problems are related to substance abuse.

**Outcomes Achieved During 2019:** During 2019, 97 individuals were served. Following each family's completion of *Functional Family Therapy*, all the youth and their parents who completing the Client Outcome Measure reported improved family relationships (reduced levels of conflict and improved communication). 89.5% of youth who completed *Functional Family Therapy* during 2019 had no subsequent charges related to drugs and/or alcohol from the Johnson County Office of District Attorney.

**First Call Alcohol/Drug Prevention & Recovery****Request: \$68,000****Recommendation: \$64,105**

The DAC recommends First Call be awarded \$64,105 to deliver Family Prevention Services in over a dozen Johnson County sites, and to Johnson County residents at First Call. Services include the *How to Cope* program; *Caring for Kids* program for Rushton Elementary and Hocker Grove Middle School; sobriety groups with Olathe South High School and Blue Valley Schools; *Life Skills Training* with Olathe High Schools, Olathe Schools Project Hope, and three Shawnee Mission District elementary schools and one middle school; and *Prevention Education* through local schools and community events. The *How to Cope* program helps adult family members who are living with someone who has a substance use disorder. Children and adolescents in the *Caring for Kids* program attend psycho-educational groups which teach them about the effects of substance abuse disorder in the family and help them to regain a healthy lifestyle. ATF support is also recommended for First Call's education presentations which reach school-aged youth and the general community.

**Results Projected:** The overall goal is that participants lead safe, healthy lives and avoid substance use, misuse and addiction. Participants in *How to Cope*, *Caring for Kids*, and prevention/education presentations will increase their knowledge of the harmful effects of alcohol, tobacco, and other drugs. Participants in the *Caring for Kids* and *How to Cope* will complete a plan of action to promote healthy relationships and resistance to abusing substances. Participants in *Life Skills Training* will demonstrate positive change in knowledge and attitudes related to alcohol, tobacco, drugs and protective life skills. Participants in *Say It Straight* and Sobriety Group will engage in and contribute to group activities. First Call anticipates serving 1,265 Johnson County residents during 2021; this reduction is due to restrictions in providing services in schools and in large trainings due to the global pandemic. First Call is providing virtual trainings in 2020 and will continue to do so in 2021.

**Outcomes Achieved During 2019:** During 2019, 1,469 individuals were served. Nearly 96% of surveyed participants in *How to Cope* increased their knowledge of the harmful impact of alcohol, tobacco, and other drugs. Nearly 91% of participants in *Caring for Kids* who completed the course also reported increased knowledge. Students demonstrated a 12% increase in knowledge gained through *Life Skills Training* related to protective life skills and the harmful effects of drugs, alcohol, tobacco, and other drugs.

### **Heartland Regional Alcohol & Drug Assessment Center (RADAC)**

**Request: \$159,734**

**Recommendation: \$150,583**

The DAC recommends that Heartland RADAC be awarded \$150,583 to support its recovery coaching, intensive case management (ICM), and care coordination for Johnson County individuals who have co-occurring substance use disorders and mental health issues, experiencing homelessness or at-risk of homelessness, and needing treatment or treatment-related services. Recovery coaching helps clients engage in the recovery community and is provided in conjunction with case management and care coordination services. The program also purchases services and items needed to secure safe housing, access treatment, promote recovery, and eliminate barriers to success. When clinically appropriate, HRADAC assists clients in accessing Medication Assisted Treatment (MAT).

**Results Projected:** When clients begin ICM typically they are experiencing homelessness and untreated mental health and substance abuse issues. Therefore, results focus on accessing services and maintaining conditions in three areas of improvement – housing, substance use, and mental health services. Housing includes accessing safe temporary, transitional, permanent, or permanent supportive housing. Substance use includes engaging in treatment, recovery groups, and Recovery Oriented Systems of Care with a Recovery Coach. Mental health services focus is on accessing services. During 2021 Heartland RADAC anticipates serving 100 Johnson County clients.

**Outcomes Achieved During 2019:** During 2019, HRADAC served 134 Johnson County residents. 78% obtained permanent or transitional housing and 96% of ICM clients engaged in recovery activities after initiating ICM services. Recovery activities included engaging in substance abuse treatment (72%), accessing 12-Step or other recovery support groups (75%), and utilizing *Recovery Oriented Systems of Care* with a recovery coach (77%). Additionally, 26 individuals accessed MAT. Of the ICM clients who had a mental health diagnosis, 80% accessed mental health services after they began ICM, a 32% increase over those accessing services prior to entry.

### **Johnson County District Attorney's Office (previously Court Services): Juvenile Drug Court, Minor-In-Possession, Drug and Alcohol Diversion Programs**

**Request: \$182,000**

**Recommendation: \$150,834**

The DAC recommends Johnson County Court Services be awarded \$150,834, which represents level funding from 2020 less the ~6% decrease. ATF will support the salary and benefits of two Court Service Officers who supervise clients in the Juvenile Drug Court, the Minor-In-Possession (MIP) program, and other clients who have drug/alcohol contract cases. An increase was requested for the Officers' increase in benefit costs, cost of living adjustments, and performance increases. Given limited ATF resources, the full request is not recommended for funding; this is not a reflection on the Officers' quality of work or the program. The Juvenile Drug Court targets first-time offenders applying for diversion who present with serious drug and/or alcohol issues. The MIP program is a

non-Court resolution of a police report when a juvenile has been in possession of alcohol. Both programs increase youths' motivation to remain drug/alcohol free. Drug and Alcohol contract cases are an Immediate Intervention with offenders who have a drug and/or alcohol problem that requires education, intervention, and/or completing random drug screens in addition to the requirements of the standard contract and do not qualify for drug court or the MIP program.

**Results Projected:** Youth will remain drug free and crime free. Youth will increase involvement in pro-social activities and improve their school grades. Parents will rate their child's compliance as increasing. During 2021, Court Services anticipates serving 654 Johnson County youth.

**Outcomes Achieved During 2019:** During 2019, 533 youth were served. Increase in motivation to remain drug free was measured by improvement in school grades, involvement in pro-social activities, drug screens and parental feedback. The average semester GPA of a Drug Court client at the start of Drug Court was 2.8, and at the completion of Drug Court, the average semester GPA was 3.1. Surveys completed by parents indicated youths' increase in motivation in treatment and following court orders, and improved family relationships. 83% of youths' drug screens were negative for all substances and 42 youth received incentives (\$10 gift card) for achieving milestones, such as 90 days of clean drug screens and improved grades.

#### **Johnson County Department of Corrections: Voucher Assistance**

**Request: \$3,550\***

**Recommendation: \$3,347\***

The DAC recommends the Department of Corrections be awarded \$3,347, which in addition to the \$8,450 in ATF funds carried over from 2020, provides a total of \$11,897\* for the Voucher Assistance program. This program supports substance use disorder evaluations and treatment for adult offenders who face financial barriers to obtaining those services. Voucher assistance will be provided to adults in the Adult Residential Center (ARC), and adults who are under Intensive Supervised Probation, House Arrest, or Bond Supervision. Evaluation and treatment services will be provided by providers who maintain licensure pursuant to the Kansas Behavioral Sciences Regulatory Board and who have demonstrated success in keeping clients engaged.

**Results Projected:** Adults who receive vouchers will obtain an evaluation within 30 days and initiate recommended treatment within 60 days post evaluation, and successfully complete treatment. Corrections anticipates serving 40 Johnson County clients during 2021.

**Outcomes Achieved During 2019:** During 2019, 58 individuals were served through 78 vouchers for services. 42% of vouchers were for evaluation and 58% for treatment. 94% of those referred for evaluation received it within 30 days. During 2019, 43 individuals became actively engaged in treatment: 13 individuals were pending completion at the end of 2019, 25 had successfully completed treatment, and 5 were unsuccessfully released from treatment.

#### **Johnson County Department of Corrections: Changing Lives Through Literature**

**Request: \$0\***

**Recommendation: \$0\***

The DAC recommends the Department of Corrections continue the *Changing Lives Through Literature* program (CLTL) utilizing the \$5,753.86\* in carryover funding from 2020, as the applicant requests. This alternative intervention program targets moderate risk criminal defendants. Participants are under court-ordered supervision or contracts of diversion, and typically have

histories of drug and/or alcohol use (70% of those referred to program in first six months of 2020). For those on diversion, a criminal conviction is likely averted with completion of CLTL and meeting other diversion conditions. The program uses literature, the majority of which addresses themes of substance abuse, to impact the lives of clients through reading and group discussion. The program is free of charge and offered outside of traditional work hours. CLTL participants, judges, and probation officers read literature and participate in facilitated discussion which promote self-reflection and behavioral change.

**Results Projected:** Participants will successfully complete the program and not be arrested for new charges or show evidence of drug or alcohol use. Corrections anticipates serving 32 Johnson County participants during 2021.

**Outcomes Achieved During 2019:** During 2019, 38 individuals participated in the program with 32 completing the program. 97% of participants had no new known arrests, as tracked by Department of Corrections. 81% of participants in the program tested negative for alcohol or drug use as screened by Department of Corrections.

### **Johnson County Mental Health Center, Prevention Services**

**Request: \$187,000**

**Recommendation: \$168,274**

The DAC recommends Prevention Services be awarded \$168,274 in ATF funds to support the cost of AlcoholEdu for all school districts and schools, public and private, in Johnson County as well as staff (1.5 FTE) who provide prevention services in three areas: youth mobilization, education and training, and community engagement; and, other expenses associated with the Youth Leadership Summit and the *End the Trend* Campaign (use of social media for public service announcements about vaping). During the annual Youth Leadership Summit middle school and high school student leaders are trained on effective prevention strategies and action planning for implementation of those strategies. Action plans created at the Summit focus on adolescent problem behaviors prioritized by each school. Prevention Services consults with school districts, facilitates the Prevention Roundtable, and provides training and technical assistance to cohorts of Strengthening Families, an evidence-based prevention program for high-risk families.

**Results Projected:** Youth Leadership Summit and Teen Task Force student participants will increase their knowledge of effective prevention strategies for impacting adolescent problem behaviors and increase confidence in their abilities to implement strategies. Teen Task Force members will contribute towards planning and implementing strategies and initiatives related to drug and alcohol prevention. Participants in *Strengthening Families* will indicate an increase in knowledge and confidence. *End the Trend* will earn 100,000 impressions across social media platforms. Participants in the school Prevention Roundtable will indicate an increased level of knowledge and confidence. Technical assistance to school districts will help increase the participation rate of students taking the CTC survey. Students who use AlcoholEdu will increase their knowledge across all program modules. During 2021, Prevention Services anticipates serving 2,540 Johnson County residents.

**Outcomes Achieved During 2019:** Nearly 98% of middle school and 87% of high school students who attended the August Youth Leadership Summit indicated an increased level of knowledge and confidence in their abilities. Participants included over 147 youth leaders and 48 advisors from 28 schools in Johnson County. As result of Summit, approximately 56 project activities were planned.

The School Prevention Roundtable held 13 meetings and trainings to enhance school best practices in prevention; 100% of surveyed participants applied new knowledge in the school setting and found the Roundtable beneficial to their work within the school. Through the Roundtable and Greenbush (the Southeast Kansas Education Service Center), technical assistance was provided to districts that helped increase the participation rate of students taking the CTC survey from 36.8% in 2018 to 48.2% in 2019. 87% of participants in the *Strengthening Families* cohorts indicated an increase in knowledge and confidence and the *End the Trend* campaign received nearly 120,000 impressions across Facebook, Instagram, and Snapchat.

### **Safehome**

**Request: \$24,473\***

**Recommendation: \$23,071\***

The DAC recommends Safehome be awarded \$23,071 to continue its substance abuse support program for shelter residents. Combined with Safehome's carryover of \$3,142, this will result in a 2021 ATF budget of **\$26,213.\*** The program includes on-site substance abuse assessment (informal and SASSI-4, if applicable), education, in-depth assessment as needed, clinical therapy sessions that address substance abuse issues, and referrals as needed to intervention or treatment programs, with help making connection to services. ATF dollars support a portion of salary and benefits for the Adult Shelter Therapist who spends approximately 30% of his time on completing assessments and making referrals to community partners, supplies, assistance to clients (such as transportation vouchers for travel to treatment), drug testing, bio waste disposal, and professional training.

**Results Projected:** Individuals will be assessed for substance abuse utilizing SASSI-4 and will identify maladaptive behavior patterns and demonstrate increased knowledge of the role of addiction in domestic violence. The Adult Shelter Therapist will help substance abusers identify healthy coping strategies which they can implement in place of unhealthy coping strategies. The organization anticipates serving 125 individuals during 2021.

**Outcomes Achieved During 2019:** All clients who were identified as abusing substances received two referrals to substance abuse services. Of tracked clients, 96% reported following through with referral; of those, 89% reported the referral was helpful. In response to Safehome's questionnaire, 95% of clients indicated they felt supported by Safehome therapists and 84% indicated the therapist helped them identify at least three healthy coping strategies.

### **The Family Conservancy**

**Request: \$40,000**

**Recommendation: \$37,709**

The DAC recommends the Family Conservancy be awarded \$37,709 for two programs: Substance Use Screening and Education and implementation of *Conscious Discipline* programming in four Johnson County childcare centers that serve families living at or below the Federal Poverty Level. Those who screen positive for substance misuse receive substance use education as needed and are referred to community resources when appropriate. *Conscious Discipline* is an evidence-based self-regulation program that integrates social-emotional learning and discipline, fostering healthy development to prevent future risk of substance abuse.

**Results Projected:** Clients in counseling programs will successfully complete their treatment plan and report increased knowledge of harmful effects of misuse of substances. Clients who report they have a family member with substance misuse problems will report improved knowledge or experience attitude changes to support family health. Parents and teachers completing the



*Conscious Discipline* program will maintain or show an increase in four of the seven “Powers/Beliefs” which Conscious Discipline utilizes to help teach self-regulation (override impulsive and reactive tendencies), and which results in positive child guidance and responsiveness to needs of child. Further, parents and teachers will use multiple applications of the strategies they learn. During 2021 the agency anticipates serving 643 Johnson County residents.

**Outcomes Achieved During 2019:** In 2019, Family Conservancy served 221 adults and 257 children in Johnson County; 99% of clients, who reported a family member with substance misuse problems, increased knowledge or experienced an attitude change that supported the family’s health. 98% of clients reporting a substance misuse concern increased their knowledge of the harmful effects of substance abuse. Of all closed cases, 88% indicated successful completion of their counseling treatment plan. 94% of participating parents and teachers demonstrated an increase in positive child guidance mindset after training in Conscious Discipline. 82% showed improvement in at least four of the seven Powers/Beliefs (perception, attention, unity, free will, acceptance, love and intention), and 85% indicated successful utilization of strategies learned.

### **Treatment and Recovery**

*Alcohol Tax Funds are recommended to support nine treatment and recovery programs delivered by community-based organizations and Johnson County Mental Health Center. In general, treatment programs help to reduce substance abuse, lead to positive individual change and productivity, reduce mental and physical healthcare costs, improve public safety, and reduce law enforcement and court costs. Funding recommendations are based upon a review of each proposal and consider type of programming, outcome data, and accountability.*

#### **Friends of Recovery Association**

**Request: \$75,000**

**Recommendation: \$56,563**

The DAC recommends that Friends of Recovery (FORA) be awarded \$56,563, level funding with 2020 less the ~6 decrease, for its program which serves individuals seeking to sustain their recovery from substance abuse while living in Oxford Houses. Oxford Houses are self-sustaining, democratically run, transitional homes. Participants include adults who are experiencing homelessness or in danger of homelessness, individuals with mental health challenges, and adults recently released from incarceration. FORA’s program includes case management (education, mediation, mentorship, crisis intervention and advocacy) which is intended to reduce effects of trauma, including PTSD, among substance using individuals. FORA utilizes a peer mentorship model (alumni or current residents) to help newly-recovering residents. In the last four years, Friends of Recovery has opened 12 additional Oxford Houses in Johnson County for a total of 40 Oxford Houses in Johnson County.

**Results Projected:** Two new houses will be opened in Johnson County, which will result in more individuals being served. The number of individuals leaving the houses in good standing will increase; more residents will be employed, and fewer will relapse. FORA will continue to train all houses on the use of Narcan and have it available within each house. During 2021 FORA anticipates serving approximately 743 Johnson County participants.

**Outcomes Achieved During 2019:** During 2019, 801 adults were served and two new houses, including one for men with children, were opened. In 2019, FORA developed a questionnaire

regarding past use of opioids and learned that 50% of residents had used opiates; approximately half of these respondents had spent over a year in recovery and the other half less than a year in recovery. Oxford House performed Narcan trainings with over 250 members and alumni and trained all of its Johnson County houses in the use of Narcan in preventing an overdose. FORA is working to secure donations of Narcan to ensure every Johnson County house has it available; currently one-third of houses are equipped with it.

### **Johnson County Mental Health Center, Adolescent Center for Treatment (ACT)**

**Request: \$253,510**

**Recommendation: \$238,648**

The DAC recommends \$238,648 in funding for Johnson County Mental Health Center's Adolescent Center for Treatment (ACT); ACT's funding request is \$67,873 lower than in 2020. In 2020, Johnson County Mental Health moved to a new location, resulting in a reduction in beds from 21 to 10 in this program. ACT has also shifted its new (in 2020) outpatient program for adolescents to its Dual Diagnosis program, along with the \$67,873 in funding allocated for adolescent outpatient treatment. ATF support is recommended for the 10-bed residential treatment program for youth ages 12-18. The ACT is the only specialized youth residential program for treatment of substance use disorders in the state of Kansas. Most residential patients are court-ordered; some are from the foster care system. ACT offers a sliding fee scale to ensure that no clients are turned away due to financial reasons. At the request of juvenile court judges, ACT conducts screenings of incarcerated youth for residential treatment.

**Results Projected:** Clients remain in treatment for a minimum therapeutic length of stay and receive a "successful completion" upon discharge. On discharge surveys, clients will rate the program favorably in areas of program quality and staff performance. During 2021 ACT anticipates serving 37 Johnson County youth in the residential program.

**Outcomes Achieved During 2019:** During 2019, 32 Johnson County youth were served. 78% of clients admitted to ACT remained in treatment for the minimum therapeutic length of stay (21 days for first-time admissions and 14 days for re-admissions). On client satisfaction surveys at discharge, the program received an average rating of 4 on a 5-point scale point (rates program quality and staff performance). 79% of clients successfully completed treatment.

### **Johnson County Mental Health Center, Adult Detoxification Unit (ADU)**

**Request: \$289,922**

**Recommendation: \$273,314**

The DAC recommends the Johnson County Mental Health Center Adult Detoxification Unit be awarded \$273,314. In 2020, Johnson County Mental Health moved to a new location, resulting in a reduction in beds from 14 to 10 in this program. The Adult Detox Unit is a social detoxification center which delivers services at no cost to adult Kansas residents 24 hours a day, seven days a week. Admissions primarily come through hospitals and law enforcement. The ADU is the only social detoxification program located in Johnson County and is a cost-effective alternative to hospital emergency rooms or incarceration.

**Results Projected:** Clients will successfully complete detoxification as evidenced by remaining in detox until staff recommend discharge. Clients who successfully complete detox will have a written discharge plan documenting a referral for ongoing services. At time of discharge, clients will rate the program favorably in areas of program quality and staff performance. Due to loss of residential

beds and the necessity for single occupancy due to COVID-19 restrictions, during 2020 the Mental Health Center ADU anticipates serving 236 clients from Johnson County.

**Outcomes Achieved During 2019:** During 2019, 425 adults were served. 80% of clients remained in detox until staff recommended discharge. Of all clients, not just those who successfully completed detox, 83% had a written discharge plan that documented a referral for ongoing services. For clients who left without personalized discharge instructions, ADU provided standard discharge instructions. On satisfaction surveys regarding program quality and staff performance, the average rating was 4.7 on a 5-point scale.

### **Johnson County Mental Health Center, Dual Diagnosis Outpatient Program**

**Request: \$232,863**

**Recommendation: \$219,523**

Johnson County Mental Health Center's Dual Diagnosis Outpatient Program requested the \$67,873 in funding for the (new in 2020) adolescent outpatient program be shifted from ACT's residential program budget to this outpatient program budget. Accordingly, the DAC recommends that the Dual Diagnosis Outpatient Program be awarded a total of \$219,253. ATF funding supports integrated outpatient treatment to juveniles and adults who have co-occurring substance use disorders and mental health disorders, allows for a continuum of care for adolescents stepping up or down from ACT, and provides Medication Assisted Treatment (MAT) on a limited basis for clients who are appropriate for this treatment, but have no means to pay for it. The Dual Diagnosis program uses a sliding fee scale to assure access.

**Results Projected:** Adult Outpatient: Clients with dual diagnosis will remain alcohol/drug free while participating in the program. Clients will complete at least eight hours of treatment before discharge (excluding "evaluation only" individuals). Clients will not engage in new criminal activity while participating in the program. Adolescent Outpatient: Clients admitted to the outpatient program will remain in treatment for at least six sessions, and youth discharged from the outpatient program will remain drug/alcohol free during past 30 days. In 2021, 684 Johnson County residents are anticipated to be served through the Dual Diagnosis program.

**Outcomes Achieved During 2019:** During 2019, 508 Johnson County residents were served. 86% of clients remained alcohol/drug free while participating in the program; 60% of all clients completed at least eight hours of treatment before discharge; and 99% of clients did not incur new legal charges while participating in treatment.

### **KidsTLC**

**Request: \$47,714**

**Recommendation: \$44,981**

KidsTLC is licensed by the State of Kansas as a Psychiatric Residential Treatment Facility (PRTF). The DAC recommends KidsTLC be awarded \$44,981 to support substance abuse screening/assessment, evaluation, prevention/education, and clinical treatment for youth ages 13-18 (and younger youth as needed) who reside within the agency's PRTF. Clinical treatment is provided to youth who are dually diagnosed with substance use disorder and mental health issues. The evidence-based *Seeking Safety* curriculum is utilized in treatment. Through ATF funding, KidsTLC has added Eye Motion Desensitization Reprocessing (EMDR) to its clinical services to support clients in addressing trauma that may trigger substance abuse. Relapse prevention sessions are provided to PRTF residents who are maintaining sobriety. Prevention education, which utilizes the evidence-based program *Positive Action*, is provided to all youth in the PRTF.

**Results Projected:** Youth will remain abstinent from drugs and alcohol during their treatment (evidenced by a urinalysis after youth returns from a pass outside the PRTF). Youth will feel they have sufficient access to substance abuse services and supports. At discharge youth will report overall improvement due to services received, and an increase in hopefulness and functioning. The program will help sustain the youth's recovery and provide linkages to community support. During 2021 the agency projects serving 47 Johnson County youth.

**Outcomes Achieved During 2019:** During 2019, 46 Johnson County youth were served. At discharge youth reported overall improvement due to services received. Indicators of this outcome were: 83% of youth were "somewhat" or "very confident that things will improve in their life regarding substance abuse"; 91% reported an improved outlook at time of discharge, compared to admission; and, 79% of youth assessed at the Relapse Prevention and the Seek Safety substance abuse level self-reported maintenance or a decrease in problem severity between admission and discharge. At discharge, 96% of youth receiving *Seeking Safety* services remained abstinent, as determined by urinalysis after returning from a pass outside with parent/guardian.

#### **KVC Behavioral HealthCare**

**Request: \$70,000**

**Recommendation: \$32,995**

The DAC recommends KVC Behavioral HealthCare be awarded \$32,995 for Family Substance Abuse Recovery Services, level funding with 2020 less the ~6% decrease. This program serves Johnson County families who have had children removed to foster care and have been assessed by a KVC case manager or therapist; or, are referred by Kansas Department of Children and Families (DCF). During the family assessment, family members are screened for indication of substance abuse. If indicated, a referral is made to KVC's Licensed Addiction Counselor (LAC) for the KS Client Placement Criteria (KCPC) to be administered. If need for treatment is determined as result of the KCPC, KVC provides outpatient in-home treatment for families willing to participate. Other options include referring families to local support groups and in-patient therapy.

**Results Projected:** Outpatient services will be provided in-home and families/individuals will report an increase in striving to improve family stability through lifestyle changes. Clients will complete intake within 10 days of being referred and assigned to a KVC LAC. KVC will assess participants after completion to monitor their ongoing success in maintaining the outcome goals that were originally established. KVC anticipates serving 70 Johnson County adults in 2021.

**Outcomes Achieved During 2019:** During 2019, 38 adults and 11 youth were served. All families were contacted and offered an intake appointment within 10 days of the referral. All the outpatient services and treatment sessions were completed in the clients' home. After their last appointment, clients engaged in KVC's substance use disorder treatment program were asked to respond to a survey that included the AWARE assessment, an evidence-based tool evaluating risk factors connected to relapse and probability of relapse. All KVC clients who took the assessment fell in the 11% average range. Having a low probability of relapse indicates family and support connections and overall higher levels of stability and quality of life. According to the National Institute on Drug Abuse (2018), relapse rates for substance-use disorders is approximately 40-60%.

#### **Lorraine's House**

**Request: \$25,000**

**Recommendation: \$18,854**

The DAC recommends Lorraine's House be awarded \$18,854. Lorraine's House is a structured transitional living program for women recovering from addiction. Founded in 2016, Lorraine's House is comprised of two homes located in Johnson County and serves women who are transitioning from residential treatment, incarceration, unhealthy living environments or detox. Lorraine's House is considered a non-therapeutic milieu. Residents are expected to follow house rules, pay rent, be employed (or actively seeking employment), remain abstinent, and participate in recovery-oriented groups. Referral sources include Heartland Regional Alcohol and Drug Assessment Center, Johnson County Mental Health, hospitals, crisis centers, prison ministries, and former residents.

**Results Projected:** Clients achieve their goal of living a sober, self-sufficient life in recovery. Results include stable housing, attendance in a community-based support group (positive social connectedness), and sustained employment. In 2020, Lorraine's House had to close a third house and return to two houses; it hopes to add a third house again in 2021. Lorraine's House anticipates serving 64 Johnson County residents in 2021.

**Outcomes Achieved During 2019:** During 2019, 82 Johnson County adults were served. Stable housing and employment are key factors in support of recovery. 80% of residents were in compliance with requirements to attend at least three recovery-oriented meetings weekly and 90% were employed (10% disabled or retired). 71% of residents successfully completed the program as reflected by their maintaining sobriety and employment and leaving the program self-supporting.

#### **Mirror, Inc.**

**Request: \$191,000**

**Recommendation: \$165,918**

The DAC recommends Mirror be awarded \$165,918, level funding with 2020 less the ~6% decrease, to support its residential treatment component for Johnson County adults with co-occurring disorders. Located in Shawnee, this program addresses the needs of clients who fall below 200% of the Federal Poverty Level and cannot access services in a timely manner due to limited state block grant funding. Mirror's 34-bed facility is the only residential program located in Johnson County that serves this population.

**Results Projected:** The goal of the program is to provide quicker access to treatment services for Johnson County residents who have no resources to pay for treatment and to aid them in accessing support services after treatment completion and discharge. Results include reduced time on Mirror's wait list for Johnson County clients as compared to the average wait time for Block Grant funded clients. Discharged clients will remain in compliance with all discharge recommendations, such as continued mental health care, substance abuse aftercare, stable housing and use of support systems, 30 days following treatment. Client confidence level in handling high risk situations that could lead to substance use will increase from the time of admission to discharge. During 2021 Mirror anticipates serving 171 Johnson County residents with its ATF grant.

**Outcomes Achieved During 2019:** During 2019, 128 Johnson County adults were served. Of clients who were discharged, 73% were compliant with discharge recommendations. Based upon self-reporting, clients' confidence level in handling high risk situations that could lead to substance use increased from 53% at admission to 82% at discharge. The cumulative average that clients entering the co-occurring disorder (COD) program spent on a waiting list was 12.5 days, compared to an average wait list time of 57 days for clients funded by the state block grant. Mirror's experience is

that the longer a person waits for treatment, the more likely they are not to follow through with the treatment when an opening is available.

**Preferred Family Healthcare, Inc.**

**Request: \$120,000**

**Recommendation: \$113,126**

The DAC recommends Preferred Family Healthcare (PFH) be awarded \$113,126. ATF supports the delivery of outpatient substance abuse treatment and treatment for co-occurring disorders of substance abuse and mental health disorders to Johnson County residents with limited or no resources to pay for services (e.g. uninsured, indigent and low-income residents). PFH operates multiple facilities in multiple states, including a Level I Outpatient Treatment and Level II Intensive Outpatient Treatment center in Olathe providing assessment, individual and group counseling, and drug testing. Treatment interventions include Cognitive Behavioral Therapy, Trauma-Focused Cognitive Behavioral Therapy, Motivational Interviewing, Motivational Enhancement Therapy and Eye Movement Desensitization and Reprocessing Therapy. PFH offers services on an income-based sliding fee scale. With approval of the clinical supervisor, individuals with extenuating circumstances who are unable to pay the fee based upon the sliding scale, are not assessed any fees, except for drug/alcohol testing. During 2021 PFH projects serving 439 Johnson County residents.

**Results Projected:** Clients will successfully complete treatment. Clients who are not disabled or retired will obtain or maintain employment or involvement in educational activities. Clients will have no arrests while in treatment. Clients who are in treatment will remain abstinent from substance use. Clients will obtain and/or maintain housing.

**Outcomes Achieved During 2019:** During 2019, 604 individuals were served, 518 of which are Johnson County residents. 83% of clients randomly tested while in treatment tested negative for substance use. 91% of clients who were not disabled or retired reported they were employed or involved in educational activities. 81% of clients successfully completed treatment. During the first half of 2019, 18% of clients paid no fee; in the second half, 26% paid no fee for services.

**2021 Alcohol Tax Fund  
Participating Jurisdictions**

<b>Jurisdiction</b>	<b>Amount</b>
Johnson County Government	\$140,667
City of Gardner	\$19,200
City of Leawood	\$200,000
City of Lenexa	\$135,000
City of Merriam	\$20,000
City of Mission	\$50,000
City of Olathe	\$215,000
City of Overland Park	\$1,118,000
City of Prairie Village	\$40,000
City of Shawnee	\$86,353
<b>Total Alcohol Tax Fund</b>	<b>\$2,024,220</b>

**The recommended grant awards represent the maximum ATF award for the calendar year and are based upon an estimate from local jurisdictions of local liquor tax revenue. Awards will only be made if jurisdictions receive adequate revenue. Actual dollars disbursed are dependent upon local liquor tax revenue received by participating jurisdictions. Neither United Community Services (UCS) nor the Drug and Alcoholism Council is responsible for a reduction in ATF fund awards payable by participating jurisdictions.**

**APPENDIX A**  
**DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY FUNDING PRIORITIES**

**ATF Funding Priorities 2021**

By legislative mandate, ATF dollars must be used to fund programs “whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.” KSA §79-41a04 (as amended).

For the purpose of the ATF application, these programs are generally defined as follows:

- Education and Prevention programs are designed to promote awareness and self-efficacy, and provide information, activities, and skill building to prevent problems with, or addiction to, alcohol and/or drugs.
- Intervention programs are designed to interrupt alcohol and/or drug use, and may include activities applied during early stages of drug use which encompass preventing the transition from drug use to abuse.
- Substance Abuse Treatment programs are licensed by the State of Kansas to provide substance use disorder treatment services and are designed to assist clients with stopping use of alcohol and drugs and avoiding relapse.

*Numbering of priorities does not indicate one is more important than another.*

Overall priority is given to:

1. Programs that target populations who are at-risk for substance use or abuse such as individuals who have mental health issues, individuals who are homeless and/or have other co-occurring issues, and individuals involved in the child welfare or criminal justice system.
2. Programs that address barriers to service including hours of operation, transportation, lack of care for children of parents seeking services, and physical location.
3. If fees are charged for services, there are accommodations for those clients with no ability, or limited ability, to pay the fees (such as a sliding fee scale based upon income).
4. Programs that demonstrate competency in addressing language and cultural barriers, and provide bilingual services in high demand languages, such as Spanish.
5. Programs that provide services to meet a current community need (defined through indicator data or *Kansas Communities That Care* survey trends).
6. Programs that demonstrate an awareness of the role of trauma in prevention and treatment of substance use and utilize a trauma informed care approach in delivery of services.
7. Programs that are evidence-based or reflect a best or promising practice, and include measures to ensure fidelity.
8. Programs that utilize measurable outcome data to improve service delivery.
9. Strategies and services that involve families, parents, guardians, and/or other support systems.
10. Programs that demonstrate through service delivery, competency in addressing the interrelationship between substance use/abuse and other risk factors as defined above in priority number one.



Priorities for Education and Prevention Programs include:

1. Strategies that seek to delay onset of first use of substances.
2. Programs that target use of gateway drugs and address new trends in drug use across all age groups.
3. Programs that utilize *Risk and Protective Factors* strategies.

Priorities for Treatment and Intervention Programs include:

1. Programs that provide effective treatment strategies for individuals with co-occurring substance use and mental health disorders.
2. Programs that serve targeted populations with early intervention strategies.
3. Programs that collaborate with other organizations and sectors, and provide linkage to community supports.
4. Programs that incorporate Recovery Oriented Systems of Care (ROSC) which sustain and support recovery, including but not limited to providing peer support, housing, case management, and/or to linkages to recovery communities and activities.

**Applications are evaluated according to these criteria:**

- Community Need
  - How the program addresses a clearly-stated community need, or opportunity to address a community need.
  - Does the program coordinate with other community services to maximize the impact of available resources and meet needs of population?
  - How the program benefits local jurisdictions.
  - The purpose of proposed program or services is consistent with ATF funding priorities.
- Responsiveness of Proposed Program Activities: A detailed description of program activities proposed for funding, including a clear exposition of:
  - the targeted population, strategies for reaching the target population, and access to services (e.g. are barriers to activities/services reduced or eliminated). If applying for substance abuse prevention and education programming for youth, how program addresses risk and protective factors of target population.
  - services/activities that are responsive to needs of population.
  - the evidence base for the effectiveness of the prevention or treatment program or services with the targeted population.
  - the ability to accommodate for cultural differences within the population.
  - the use of trauma informed practices.
- Measurable Outcomes
  - The program includes clear and measurable outcomes, and includes a plan for related data collection in order to evaluate success in achieving those outcomes. Outcome data reflecting on abstinence, housing, employment, criminal activity, access to and/or retention in services are preferred.
  - The program demonstrates clear linkage between program activities and outcomes.
  - The program provides reasonable evidence of the achievement of previously identified outcome(s).
  - Reasonable levels of service are provided for resources expended.
- Organizational Capacity and Funding
  - The organization is stable (financial position, legal issues, etc.)
  - The program has attracted sufficient community resources from public, private, and volunteer sources, to produce proposed outcomes.
  - The program budget is realistic and reasonable considering the proposed activities.

- The application demonstrates that ATF funding is critical to achieving the stated outcomes.
  - The application and program comply with grant conditions.
- Qualifications, Licensing and Accreditation
  - If applicable, the agency is licensed/accredited.
  - Employees are qualified to provide services (accredited/licensed, if applicable)

## APPENDIX B

### 2020 DRUG and ALCOHOLISM COUNCIL of JOHNSON COUNTY 2021 ATF GRANT REVIEW COMMITTEE MEMBERS

*Chief David Brown, Chair, Fairway Police Department, City of Lenexa Representative*  
*Liana Riesinger, Vice Chair, Francis Family Foundation, City of Mission Representative*  
*Jill Grube, Secretary, City of Lenexa, City of Shawnee Representative*  
*Afam Akamelu, Community Volunteer*  
*Jason Bohn, Renew Counseling Center*  
*Judge Jenifer Ashford, 10<sup>th</sup> Judicial District Court ♦*  
*Michelle Decker, City of Olathe Prosecutor's Office, City of Olathe Representative*  
*Allison Dickinson, Johnson County Government ♦*  
*Captain Troy Duvanel, Merriam Police Department, City of Merriam Representative*  
*Bradford Hart, Health Forward Foundation*  
*Jen Jordan-Spence, City of Gardner, City of Gardner Representative, Grant Review Committee Chair*  
*Stefanie Kelley, Shawnee Mission School District, City of Leawood Representative ♦*  
*Martha LaPietra, M.D., IPC-The Hospitalist Company*  
*Piper Reimer, City of Prairie Village Councilperson, City of Prairie Village Representative*  
*Jaime Murphy, Overland Park Municipal Court, City of Overland Park Representative, Grant Review Committee Chair*  
*Sharon Morris, Olathe School District ♦*  
*Bureau Chief Daryl Reece, Johnson County Sheriff's Office*  
*Pastor Kevin Schutte, Pathway Community Church, Johnson County Board of County Commissioners Representative*  
*Catherine Triplett, Boothe Walsh Law and Mediation*  
*Charlene Whitney, Community Volunteer*

♦ Denotes Non-Voting Member

Staff Support:  
Christina Ashie Guidry, UCS Director of Resource Allocation

**2021 ATF Distribution****MISSION: \$50,000**

UCS administration	\$2,519
Preferred Family Healthcare	\$2,792
Friends of Recovery	\$1,473
The Family Conservancy	\$982
Heartland Regional Alcohol & Drug Assessment Center	\$3,920
Cornerstones of Care	\$1,841
Jo. Co. Mental Health Center Adolescent Center for Treatment	\$6,213
Johnson County Mental Health Center Adult Detoxification Unit	\$7,116
Johnson County Mental Health Center Adult Dual Diagnosis	\$5,715
Johnson County Mental Health Center Prevention Services	\$4,227
Johnson County Court Services	\$3,773
First Call	\$1,669
SAFEHOME	\$601
Johnson County Dept. of Corrections - Voucher Assistance	\$73
KidsTLC	\$1,171
KVC	\$859
Mirror, Inc.	\$4,320
Artists Helping the Homeless	\$736
<b>Total</b>	<b>\$50,000</b>

Source: United Community Services of Johnson County 913-438-4764

## 2021 Alcohol Tax Fund (ATF) Grantees

<b>School Districts and UCS</b>	
<p><b>Blue Valley School District</b>                      Superintendent: Dr. Tonya Merrigan                      Contact: Tara Walrod                      15020 Metcalf                      Overland Park, KS 66223                      (913) 239-4006                      (913) 239-4153 (fax)  <a href="mailto:twalrod@bluevalleyk12.org">twalrod@bluevalleyk12.org</a></p>	<p><b>USD 232 De Soto Public Schools</b>                      Superintendent: Frank Harwood                      Contact: Dr. Joseph Kelly                      35200 W. 91st Street                      De Soto, KS 66018                      (913) 667-6200                      (913) 667-6201 (fax)  <a href="mailto:jkelly@USD232.org">jkelly@USD232.org</a></p>
<p><b>Olathe Public Schools</b>                      Superintendent: John Allison                      Contact: Tim Brady                      14160 S. Black Bob Rd.                      Olathe, KS 66062                      (913) 780-7989                      (913) 780-8006 (fax)  <a href="mailto:tbradyec@olatheschools.org">tbradyec@olatheschools.org</a></p>	<p><b>USD 512 Shawnee Mission Public Schools</b>                      Superintendent: Dr. Michael Fulton                      Contact: Dr. John McKinney                      8200 W. 71st St.                      Overland Park, KS 66204                      (913) 993-6422  <a href="mailto:johnmckinney@smsd.org">johnmckinney@smsd.org</a></p>
<p><b>Spring Hill School District</b>                      Superintendent: Dr. Wayne Burke                      Contact: Clay Frigon                      101 East South Street                      Spring Hill, KS 66083                      (913) 592-7355                      (913) 592-2847 (fax)  <a href="mailto:frigonc@usd230.org">frigonc@usd230.org</a></p>	<p><b>Drug and Alcoholism Council of Johnson County (DAC);                      United Community Services of Johnson County (UCS)</b>                      Exec Director: Julie Brewer                      Contact: Christina Ashie Guidry                      9001 W. 110th St., Ste 100                      Overland Park, KS 66210                      (913) 438-4764                      (913) 492-0197 (fax)  <a href="mailto:christinag@ucsjoco.org">christinag@ucsjoco.org</a></p>
<b>Community-Based Agencies and Departments of County Government</b>	
<p><b>Artists Helping the Homeless, Inc.</b>                      Exec Director/Contact: Kar Woo                      11412 Knox                      Overland Park, KS 66210                      (913) 526-1826                      (913) 345-2090 (fax)  <a href="mailto:kato@ahh.org">kato@ahh.org</a></p>	<p><b>Boys &amp; Girls Club of Greater Kansas City</b>                      Exec Director: Dr. Dred Scott                      Program Contact: Jason Roth                      Finance Contact: Roger McCoy                      4001 Blue Parkway, Ste. 102                      Kansas City, MO 64130                      (816) 462-0132                      (816) 361-3675 (fax)  <a href="mailto:jroth@helpkckids.org">jroth@helpkckids.org</a></p>

<p><b>First Call Alcohol/Drug Prevention &amp; Recovery</b>  Exec Director: Susan Whitmore  Contact: Emily Hage  9091 State Line Rd.  Kansas City, MO 64114  (816) 800-8052  (816) 361-7290 (fax)  <a href="mailto:emilyh@firstcallkc.org">emilyh@firstcallkc.org</a></p>	<p><b>Friends of Recovery Association</b>  Exec Director/Contact: Leigh Anne Larson  6422 Santa Fe Drive, Rm. 105  Overland Park, KS 66202  (913) 722-0367  (913) 722-6325 (fax)  <a href="mailto:l_a_larson@yahoo.com">l_a_larson@yahoo.com</a></p>
<p><b>Cornerstones of Care</b>  Exec Director: Denise Cross  Program Contact: David Irwin  6420 W. 95 St.  Overland Park KS 66212  816-853-2968  (816) 508-3535 (fax)  <a href="mailto:david.irwin@cornerstonesofcare.org">david.irwin@cornerstonesofcare.org</a></p>	<p><b>Heartland Regional Alcohol &amp; Drug Assessment Center (RADAC)</b>  Exec. Director: Jason Hess  Contact: Stacey Cooper  P.O Box 1063  Mission, KS 66222  (913) 789-7152  (913) 789-0954 (fax)  <a href="mailto:stacey@hradac.com">stacey@hradac.com</a></p>
<p><b>Johnson County Drug Court Diversion Program - DA's Office</b>  Administrative Officer: Whitney Race  Contact: Hillerie Hedberg  920 West Spruce St.  Olathe, KS 66061  (913) 715-7467  (913) 715-7420 (fax)  <a href="mailto:hillerie.hedberg@jocogov.org">hillerie.hedberg@jocogov.org</a></p>	<p><b>Johnson County Dept. of Corrections</b>  Director: Robert Sullivan  <b>Voucher Assistance</b> Contact: Brian Seidler  <b>Changing Lives</b> Contact: Brian Seidler  588 E. Santa Fe, Ste. 3000  Olathe, KS 66061  (913) 715-4503  (913) 715-4557 (fax)  <a href="mailto:brian.seidler@jocogov.org">brian.seidler@jocogov.org</a></p>
<p><b>KidsTLC</b>  CEO: Dr. Erin Dugan  Contact: Shannon Wickliffe  480 S. Rogers Rd.  Olathe, KS 66062  (913) 324-3630  (913) 780-3387 (fax)  <a href="mailto:swickliffe@kidstlc.org">swickliffe@kidstlc.org</a></p> <hr/> <p><b>Lorraine's House, Inc.</b>  Exec Director/Contact: Lucy Brown  P.O. Box 2379  Mission, KS 66205  (913) 780-9600</p>	<p><b>Johnson County Mental Health Center</b>  Exec Director: Tim DeWeese  Finance Contact: Beth Barbour  6000 Lamar, Ste. 130  Mission, KS 66202  (913) 826-1582  <a href="mailto:beth.barbour@jocogov.org">beth.barbour@jocogov.org</a></p> <p><b>Adolescent Center for Treatment</b>  <b>Adult Detoxification Unit</b>  <b>Dual Diagnosis Outpatient</b>  Contact: Deborah Stidham  (913) 715-7638  (913) 826-1594 (fax)</p>

<p>(913) 273-0720 (fax)  <u>lhsoberhouse@gmail.com</u></p>	<p><u>deb.stidham@jocogov.org</u>  <b>Prevention Services</b>  Contact: Shana Burgess  (913) 715-7880  (913)715-7881 (fax)  <u>shana.burgess@jocogov.org</u></p>
<p><b>Mirror, Inc.</b>  President/CEO: Barth Hague  Grant Contact: Kerri Burr  130 E. 5th St.  Newton, KS 67114  (316) 283-6743  (316) 283-6830 (fax)  <u>bhague@mirrorinc.org</u>  <u>kburr@mirrorinc.org</u></p>	<p><b>KVC Behavioral HealthCare, Inc.</b>  Exec Director: Dr. Linda Bass, President  Program Contact: Matt Arnet and Farrell Rouse  21344 West 153rd Street  Olathe, KS 66061  Matt: (913) 956-5212; Farrell: (913) 322-4943  (913) 621-0052 (fax)  <u>marnet@kvc.org</u>  <u>frouse@kvc.org</u></p>
<p><b>The Family Conservancy</b>  Exec Director: Paula Neth  Contact: Dr. Monique Johnston  444 Minnesota Ave., Ste. 200  Kansas City, KS 66101  (913) 742-4137  (913) 742-4337 (fax)  <u>mjohnston@tfckc.org</u></p>	<p><b>Preferred Family Healthcare</b>  Exec Director: Michael Schwend  Program Contact: Nancy Atwater  1009 E. Old Hwy 56  Olathe, KS 66061  (816)474-7677  (816)474-7671 (fax)  <u>natwater@pfh.org</u>  Finance Contact: Cynthia Hannah  900 E. LaHarpe  Kirksville, MO 63501  <u>channah@pfh.org</u></p>



# United Community Services of Johnson County

DATE: October 30, 2020  
 TO: Laura Smith, City Administrator, Mission  
 CC: Brian Scott  
 FROM: Julie K. Brewer, Executive Director  
 RE: 2021 Alcohol Tax Fund Recommendations and Distributions

The Drug and Alcoholism Council (DAC), a program of United Community Services (UCS), and the UCS Board of Directors have approved recommendations for allocation of 2021 Alcohol Tax Funds (ATF). With the understanding that distribution of ATF dollars may be altered should state tax policy change or revenues are not received by the City as expected, we ask an authorized representative of the City to sign below to indicate the City’s acceptance of the 2021 ATF Recommendations Report, and agreement to distribute 2021 ATF dollars as stated on the Alcohol Tax Fund Distribution chart included with this memo.

Please sign this memo and return it by fax, postal mail or email to UCS by **December 22, 2020**.

Please contact Christina Ashie Guidry if you have any questions ([christinag@ucsjoco.org](mailto:christinag@ucsjoco.org)).

Thank you.

**2021 Alcohol Tax Fund Recommendations Verification**

The City of Mission accepts the 2021 ATF Recommendations Report as approved by the DAC and UCS. With the understanding that distribution of ATF dollars may be altered should Kansas tax policy change or revenues are not received by the City as expected, the City agrees to distribute funds as stated on the 2021 ATF distribution chart provided by UCS.

Name: \_\_\_\_\_





<b>City of Mission</b>	Item Number:	8.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Laura Smith

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

**RE:** Ordinance Adopting the 2021 Budget for the City of Mission, Kansas

**RECOMMENDATION:** Approve an ordinance adopting the 2021 Budget of the City of Mission, Kansas.

**DETAILS:** As part of the annual budget process, the City takes formal action to adopt the 2021 Budget by ordinance. This ordinance represents one of two ordinances that are considered each December to finalize the City's annual budget and to provide expenditure authority.

There are no changes to the budget that was approved by the City Council in August 2020.

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

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

**CITY OF MISSION  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE 2021 BUDGET OF THE CITY OF MISSION,  
KANSAS.**

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

SECTION 1. Adoption of Budget. The City of Mission hereby adopts its budget for the year 2021. Copies of said budget shall be open for inspection in the office of the City Clerk during business hours. Upon filing of the budget with the County Clerk of Johnson County, Kansas, said budget shall constitute an appropriation for each fund, and the appropriation thus made shall not be used for any other purpose, pursuant to K.S.A. 79-2934.

SECTION 2. Take Effect. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the official City newspaper, all as provided by law.

PASSED BY THE CITY COUNCIL this 16th day of December 2020.

APPROVED BY THE MAYOR this 16th day of December 2020.

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

(SEAL)

Attest:

\_\_\_\_\_  
Audrey M. McClanahan, City Clerk

<b>City of Mission</b>	Item Number:	9.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Laura Smith

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

**RE:** Authorization to Spend According to the Approved 2021 Annual Budget.

**RECOMMENDATION:** Approve an ordinance authorizing the City Administrator to make expenditures in accordance with the adopted 2021 Annual Budget.

**DETAILS:** As part of the annual budget process, the City Council takes formal action in December to authorize and direct the City Administrator to spend according to the adopted budget and in compliance with City Council Policy 102.

The attached ordinance will authorize the City Administrator to spend in accordance with the approved annual budget.

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

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

**CITY OF MISSION  
ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING EXPENDITURES BY THE CITY ADMINISTRATOR FROM  
THE 2021 BUDGET.**

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

SECTION 1. Grant of Authority. The City Administrator is hereby authorized to make expenditures from the 2021 City Budget as adopted by the Resolution Number 1059 and Resolution Number 1060 pursuant to and in accordance with City Council Policy Number 102, as from time to time amended. Copies of said Policy shall be open for inspection in the office of the City Clerk during business hours.

SECTION 2. Take Effect. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the official City newspaper, all as provided by law.

PASSED BY THE CITY COUNCIL this 16th day of December 2020.

APPROVED BY THE MAYOR this 16th day of December 2020.

---

Ronald E. Appletoft, Mayor

(SEAL)

Attest:

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Audrey M. McClanahan, City Clerk

<b>City of Mission</b>	Item Number:	10.
<b>ACTION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Audrey McClanahan

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

**RE:** 2021 Cereal Malt Beverage Licenses

**RECOMMENDATION:** Approve the 2021 Cereal Malt Beverage (CMB) License Renewals.

**DETAILS:** City ordinance and Kansas statutes require that any person wishing to sell any cereal malt beverage/enhanced cereal malt beverage (CMB) at retail must obtain an annual license for each place of business. Renewal applications for 2020 include the following Mission businesses:

- CVS, 6300 Johnson Drive
- Hy-Vee Grocery, 6655 Martway
- Hy-Vee Convenience Store, 6645 Martway
- Ni Hao Fresh, 6029 Metcalf
- QuikTrip, 4700 Lamar
- Target, 6100 Broadmoor
- Pauli D's Pizza

Each applicant will be required to submit their application and fee before issuance of license. Licenses will be issued pending satisfactory background checks for each applicant/store manager and approval by Interim Police Chief Madden.

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

Related Statute/City Ordinance:	K.S.A. 41-2702; City of Mission Code Section 600.160 & 600.170
Line Item Code/Description:	n/a
Available Budget:	n/a

<b>City of Mission</b>	Item Number:	11.
<b>DISCUSSION ITEM SUMMARY</b>	Date:	December 2, 2020
<b>Administration</b>	From:	Laura Smith

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

**RE:** Johnson County Public Health Order

**DETAILS:** On November 19, the Johnson County Board of Commissioners issued Public Health Order No. 002-20 which went into effect at 12:01 a.m. on Monday, November 16 in an effort to slow the spread of COVID-19 in the County.

The order provided social distancing and public gathering provisions and outlined exemptions to the same. Additionally, it affirmed Governor Laura Kelly's Executive Order 20-52 related to face masks. A copy of the final Order is included in the packet along with an FAQ available on the County's website.

Staff have been involved in on-going conversations over the past two weeks regarding responsibility and expectations for enforcement of the order and coordination with the County. A potential agreement outlining the same is still being reviewed and discussed by the cities within the County and should be available prior to the Committee meeting for our review and discussion.

In addition to the County's Public Health Order, we anticipate reviewing the City's specific operations and plans at our various facilities to determine if adjustments are necessary to aid in slowing the spread.

**CFAA IMPACTS/CONSIDERATIONS:** Public Health orders and subsequent enforcement decisions help to ensure that Mission is taking appropriate steps to safeguard the health and welfare of our residents and visitors, particularly that of more vulnerable populations.

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

**JOHNSON COUNTY BOARD OF PUBLIC HEALTH ORDER NO. 002-20**

\*\*\*\*\*

*Applicable within the entirety of Johnson County, Kansas*

This Public Health Order is issued by the Board of County Commissioners of Johnson County, Kansas, sitting as the County Board of Health, on November 13, 2020 and is effective the 16th day of November 2020, at 12:01 A.M. to slow the spread of COVID-19 in Johnson County, Kansas pursuant to the authority provided in K.S.A. 65-119 and other applicable laws or regulations.

The Board, sitting and acting as the County Board of Health, upon a motion duly made, seconded, and carried adopted the following Order, to-wit:

\*\*\*\*\*

WHEREAS, the United States Department of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020, with now more than 10,110,000 cases of the illness and more than 238,000 deaths as a result of the illness across the United States; and

WHEREAS, the World Health Organization declared a pandemic on March 11, 2020; and

WHEREAS, a State of Disaster Emergency was proclaimed for the State of Kansas on March 12, 2020; and

WHEREAS, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. § 1601, et seq. and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. § 5121-5207 (the “Stafford Act”)); and

WHEREAS, as of this date, in Kansas there have been 109,225 reported positive cases of COVID-19 spread among all 105 counties, including 1,215 deaths; and

WHEREAS, on March 19, 2020, the Board of County Commissioners of Johnson County issued a state of local disaster emergency declaration, which was renewed and extended on May 28, 2020, and which remains in place at the time of this Order; and

WHEREAS, COVID-19 is a respiratory disease that spreads easily from person to person and may result in serious illness or death; and

WHEREAS, COVID-19 has resulted in 18,407 reported positive cases of COVID-19 in Johnson County and the deaths of 239 Johnson County residents; and

WHEREAS, the spread of COVID-19 endangers the health, safety, and welfare of persons and property within Johnson County, Kansas; and

WHEREAS, to reduce the spread of COVID-19, measures that are recommended and considered effective by the Centers for Disease Control and Prevention (“CDC”) include, among

other measures, avoiding close contact with other people and covering one's mouth and nose with a cloth face cover when in public settings; and

WHEREAS, the increased spread of COVID-19 also presents a serious threat to the continued effective operation of the local economy within Johnson County; and

WHEREAS, wearing a mask or other whole face covering in public venues reduces transmission of the virus, helps keep our businesses open and our economy running, and gets and keeps children in school; and

WHEREAS, the Kansas Governor's Executive Order 20-52, requiring the wearing of masks or other face coverings in public, remains in effect; and

WHEREAS, in general, large public gatherings lead to heightened risks of large-scale COVID-19 person-to-person transmission; and

WHEREAS, the intent of this Order is not to deprive any person or entity of any rights protected by the United States Constitution, the Kansas Constitution, or any other law, but merely to set forth restrictions which would best protect Johnson County residents against the community spread of COVID-19; and

WHEREAS, there are certain activities where the wearing of masks and face coverings is exempted pursuant to the terms of Executive Order 20-52 where customers may be in the proximity of others for extended periods of time (such as when customers may be eating or drinking), which means such activities present a heightened risk of a person infected with COVID-19 transmitting it to another person; and

WHEREAS, both the number of positive cases and the percentage of individuals tested with positive test results within Johnson County have increased greatly and significantly in the past weeks; and

WHEREAS, the intensive care units at the largest hospitals and all schools within Johnson County are in imminent risk of incapacity; and

WHEREAS, for the aforementioned and other reasons, and in recognition and furtherance of the County's responsibility to provide for and ensure the health, safety, security, and welfare of the people of Johnson County, requiring that masks or other face coverings be worn in public, limiting the size of public gatherings, ensuring physical distancing, and placing certain other restrictions on activities are all measures that can be taken to slow and reduce the spread of COVID-19.

NOW, THEREFORE, BE IT ORDERED by the Board of County Commissioners of Johnson County, Kansas, sitting and acting as the County Board of Health, that:

**Section I. Social Distancing and Public Gatherings Provisions.**

1. Individuals within a public space shall maintain 6 feet of physical distancing from other individuals, unless such individuals reside together, or an exception stated within Section I.3. of this Order applies. "Public space" means any indoor or outdoor space or area that is open to the public but does not include private residential property or private offices or workplaces that are not open to customers or public visitors.



2. Within a public space where a business or organization operates, such business or organization shall ensure that 6 feet of physical distancing is maintained between individuals and groups of individuals, unless such individuals reside together, or an exception stated within Section I.3. of this Order applies.

3. Exceptions to the 6 feet of physical distancing requirements stated within Sections I.1. and I.2. shall include:

a. Businesses and organizations that provide services that intrinsically require staff from the business or organization to be within less than 6 feet from one another or the customer, such as dentists, hair salons, barber shops, nail salons, chiropractors, massage services, tattoo parlors, medical services providers, and similar services, provided that staff wear protective face coverings as directed by Executive Order 20-52

b. Businesses where tasks completed by employees require such employees to work within 6 feet of one another.

c. While seated at a restaurant, bar, night club, or other business licensed to sell alcohol for on-premises consumption, individuals at the same table may be located within 6 feet of one another. However, there shall not be more than 8 individuals at any such table. Individuals seated in a bar area shall be located at least 6 feet from any other individuals seated in that area. Congregating of standing individuals in bar or waiting areas is prohibited. Also, all tables and individuals seated at a table shall be located at least 6 feet from any other tables and individuals seated at such tables.

d. Persons who have one or more physical barrier(s) between them and any other persons. "Physical barriers" shall be defined as a partition or wall at least 3' in height above the head of the persons so separated, and impervious to air circulation, e.g. a Plexiglas shield

4. Mass gatherings within specific enclosed, confined, or designated public spaces, whether indoors or outdoors, shall be limited to 50 total individuals or 50 percent of the capacity permitted under the applicable fire code, whichever is less, and subject to the requirement within Section I.1. and Section I.2. of this Order that individuals must maintain 6 feet of physical distance. In the absence of a capacity established under the applicable fire code, the mass gathering shall be limited to 50 total individuals, subject to individuals maintaining 6 feet of social distance pursuant to Section I.1. and Section I.2. of this Order. For purposes of defining mass gatherings, distinct buildings and distinct rooms shall be considered as distinct spaces. Any business or organization hosting or organizing a mass gathering (e.g. a conference) shall be responsible for ensuring individuals' compliance with the mass gathering and physical distancing requirements stated within this Order.

Activities within the following locations shall not be considered mass gatherings and shall not be subject to the above limitations on the number of individuals or percent of capacity:

- a. Restaurants;
- b. Bars, night clubs, and other businesses licensed to sell alcohol for on-premises consumption;
- c. Fitness centers and health clubs;
- d. Healthcare organizations; and
- e. Organizations providing funeral and burial services.

f. Retail stores

Businesses and organizations seeking to hold an event that is non-conforming to this section, such as a conference, wedding or other mass gathering in excess of the limit, shall submit a plan to the County specifying how they will ensure public safety during operations, in compliance with the other sections of this Order.

5. Outdoor and indoor entertainment venues with attendance in excess of 2,000 people may not host events for the duration of this Order.

6. The following are exempt from the mass gatherings limitations in Section I.4. of this Order, and are instead encouraged to maintain physical distancing as much as is feasible and to maintain 6 feet of physical distance between individuals who do not reside together, when feasible:

- a. Religious institutions and activities
- b. Election polling places;
- c. Licensed childcare facilities;
- d. Schools and activities within the purview of school's governing body; and
- e. Court facilities.

7. Masks or Other Face Coverings: Kansas Governor's Executive Order 20-52 regarding face coverings remains in effect.

**Section II. Provisions Specific to Certain Activities.**

1. Nail salons, barber shops, hair salons, tattoo parlors, dentists and other personal services businesses where 6 feet of physical distancing is not feasible must only serve customers for pre-scheduled appointments or online or text message check-in.

2. Fitness centers and health clubs must close locker rooms, except for when a portion of a locker room may be necessary to remain open for use as restroom facilities.

3. Fairs, festivals, carnivals, parades, and other similar events shall not occur. Gatherings for the purpose of political protest are excluded; however, such gatherings must abide by Section I.2 above.

4. All bars, night clubs, restaurants or other businesses licensed to sell alcohol for on-premises consumption must abide by a curfew and close by 12:00 A.M. (midnight) and remain closed for a minimum of four (4) hours. Any such establishment may continue to provide carryout, drive-through and delivery food and beverage services after 12:00 A.M. (midnight).

5. All restaurants must cease all in-person dining and abide by a curfew to close such in-person dining areas by 12:00 A.M. (midnight) and remain closed for a minimum of four (4) hours. Any such establishment may continue to provide carryout, drive-through and delivery food and beverage services after 12:00 A.M. (midnight).

6. All recreational and youth organized sports tournaments, games, practices, and related events may still occur, but attendance shall be limited to a maximum of 2 attendees per participant and such activities shall remain subject to the physical distancing and mass gathering

provisions included within Section I of this Order. Collegiate sporting events and sporting events governed by Kansas State High School Activities Association and/or school boards are not subject to these provisions but are strongly encouraged to abide by them at a minimum.

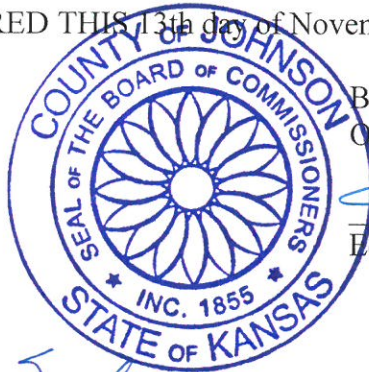
7. If a business or organization has multiple distinct components that fit within different portions of this Order, each distinct component shall be required to fit the requirements of this Order that apply most specifically to such component of the business or organization.

**Section III. Lawful Order.** This Order is a lawfully issued order pursuant to K.S.A. 65-202 and K.S.A. 65-119(a) and is also a “public health directive” as identified within Section 9 of 2020 Special Session House Bill No. 2016. Individuals and organizations within Johnson County are required to comply with this Order.

**Section IV. Severability.** If any portion of this Order is found or determined to be invalid, such finding, or determination shall only affect the portion of the Order that is at issue and shall not affect the validity of the remainder of the Order.

**Section V. Effective Date; Conclusion.** This Order is effective at 12:01 A.M. on Monday, the 16th day of November 2020, and shall remain in effect through 11:59 P.M. on Sunday, the 31st day of January, 2021, unless it is amended, revoked, or replaced.


IT IS SO ORDERED THIS 13th day of November 2020.



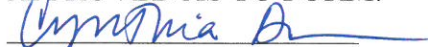
BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

  
Ed Eilert, Chairman

ATTEST:

  
Lynda Sader  
Deputy County Clerk

APPROVED AS TO FORM:

  
Cynthia Dunham  
Interim Chief Counsel

FILED

NOV 13 2020

DEPUTY COUNTY CLERK  
JOHNSON COUNTY KANSAS

## **FAQs on Nov. 13 Board of Public Health order**

### **Q. What action did Johnson County take on Nov. 13?**

**A.** The Johnson County Board of County Commissioners held a special meeting to discuss the COVID-19 pandemic. After nearly six hours of discussion about the high levels of virus transmission in the community and the impact on schools and hospitals, the BOCC issued a Board of Public Health order aimed at slowing the spread of the virus. The order goes into effect at 12:01 a.m., Monday, Nov. 16. The order is [available at this link](#).

### **Q. Why is this action being taken?**

**A.** The county and Kansas City metro area are experiencing exponential growth in positive COVID-19 cases. As we enter the holiday season, this matter is only expected to get worse. The health care system is now strained – due to increased COVID-19 and other admissions and limited staffing. This is expected to get worse unless actions are taken to curb the spread of the virus in the community. Schools are also experiencing the pressure of staffing issues due to the current surge of COVID-19 cases. Johnson County is taking this action to limit community spread to a level that will allow hospitals to adequately address emergent health care needs.

### **Q. When does this go into effect?**

**A.** The health order goes into effect at 12:01 a.m., on Monday, Nov. 16, 2020.

### **Q. How long will this order last?**

**A.** The order will remain in effect through 11:59 p.m., on Sunday, Jan. 31, 2021, unless it is amended, revoked or replaced.

### **Q. What is in this order?**

**A.** Overall, this order has provisions about the types of public spaces that will require 6 feet of physical distancing and limits mass gathering to 50 people or 50 percent of capacity allowed by a building's fire codes (whichever is less). The order prohibits certain types of large-scale events and contains provisions for restaurants and bars, recreational and youth organized sports, and fitness centers/health clubs.

### **Q. What does the order say about physical distancing?**

**A.** Individuals within a public space must maintain 6 feet of social distancing from other individuals, unless they live in the same household. Businesses and organizations must maintain 6 feet of physical distancing within their establishments.

Public spaces do not include private residences or private offices/workplaces which aren't open to the public or visitors. Other public spaces deemed as exceptions to the physical distancing provision include:

- Businesses/organizations who provide services that require staff to be within 6 feet of their clients (such as nail salons, barber shops, medical service providers) provided staff wear face coverings as directed by Governor Kelly's mask order.
- Business with tasks that require employees to work within 6 feet of each other.
- Restaurant or bar tables, where people can sit closer than 6 feet apart. Tables will be limited to 8 individuals and must be at least 6 feet from each other. Congregating in bar or waiting areas is prohibited.

- Individuals who have at least one physical barrier at least 3 feet high between them.

**Q. What does this order say about mass gatherings?**

A. Mass gatherings within specific enclosed, confined, or designated public spaces, whether indoors or outdoors, are limited to 50 total individuals or 50 percent of the capacity permitted by the building's fire code, whichever is less. The mass gathering provision pertains to a distinct building or distinct room in a building.

Public spaces exempt from the mass gathering provisions include restaurants, bars/nightclubs, fitness centers and health clubs, healthcare organizations, organizations providing funeral and burial services, retail stores, religious institutions/activities, polling places, licensed childcare facilities, schools and school activities and court facilities.

**Q. How does this order effect restaurants and bars?**

A. All restaurants, bars and nightclubs must close by 12 a.m. (midnight) and remain closed for four hours. Carryout, drive-through and delivery is permitted after 12 a.m. Restaurant or bar tables will be limited to 8 individuals and must be at least 6 feet from each other. Congregating in bar or waiting areas is prohibited.

**Q. What are the provisions for personal service businesses?**

A. Nail salons, barber shops, hair salons, tattoo parlors, dentists and other personal service businesses must require pre-scheduled appointments or online/text message check-ins – no walk-ins. Staff must wear face coverings as directed by Governor Kelly's mask order.

**Q. What are the provisions for fitness centers and health clubs?**

A. Fitness centers and health clubs must close locker rooms except for portions used as restroom facilities.

**Q. What about large events, festivals, graduations, weddings, etc.?**

A. Outdoor and indoor entertainment venues with capacities in excess of 2,000 people may not host events. Businesses and organizations seeking to hold an event such as a conference, wedding or other mass gathering in excess of the limit must submit a plan to the Johnson County Department of Health and Environment specifying how they will ensure public safety during operations. Fairs, festivals, carnivals, parades and similar events are prohibited. Plans may be emailed to [submitplan@jocogov.org](mailto:submitplan@jocogov.org).

**Q. Does this impact youth sports?**

A. All recreational and youth organized sports tournaments, games, practices and related events may still occur, but attendance is limited to a maximum of two attendees per participant. All physical distancing and mass gathering provisions in the order must be followed. Collegiate sporting events and sporting events governed by Kansas State High School Activities Association and/or school boards are not subject to these provisions but are strongly encouraged to abide by them at a minimum.

Whether athletes need to wear a mask depends upon the activity. Based on the Governor's mask order, if athletes can maintain a 6-foot distance from others with only infrequent or incidental moments of closer proximity, they would not be required to wear a mask. If athletes would generally not be able to maintain a 6-foot distance from others, they would be required to wear a mask. This doesn't apply to collegiate sports and sporting events governed by the KSHSAA school boards



**Q. Does this order impacts schools?**

**A.** Schools are exempt from the order. Johnson County Department of Health and Environment has provided the schools with recommendations for safer school operations. The recommendations are further supported by Kansas State Board of Education recommendations and Governor’s orders pertaining to mask use and other safety precautions.

**Q. Are there other exemptions to this order?**

**A.** There are certain activities where the wearing of masks and face coverings is exempted pursuant to the terms of Executive Order 20-52 where customers may be in the proximity of others for extended periods of time (such as when customers may be eating or drinking), which means such activities present a heightened risk of a person infected with COVID-19 transmitting it to another person. See the exemptions section of the order for a complete list.

**Q. Does the significant increase in cases mean the mask mandate is not working?**

**A.** Masks work. Johnson County is not seeing increases in places where masks are used. Schools and personal services businesses are excellent examples. When safety precautions are in place, spread is minimal. It is when masks are not used, especially with individuals in close contact, such as private and public parties, restaurants and bars, that COVID-19 spread cannot be controlled.

**Q. Will this order be enforced?**

**A.** Yes, this order is a lawfully issued order pursuant to K.S.A. 65-119(a) and is also a “public health directive” as identified within Section 9 of 2020 Special Session House Bill No. 2016. Individuals and organizations within Johnson County are required to comply with this order.

**Q. How do I report violations?**

**A** The county is working on an enforcement plan and as soon as the plan is solidified, we will provide that information.

If you have additional questions, please call the county’s call center at [913-715-5000](tel:913-715-5000), TDD: 800-766-3777.

The Johnson County call center is available Monday - Friday, 8 a.m. - 5 p.m., [except major holidays](#).