



COMMUNITY DEVELOPMENT COMMITTEE

WEDNESDAY, AUGUST 7, 2024 at 6:30 p.m.

**MISSION CITY HALL
6090 Woodson Street**

Meeting In Person and Virtually via Zoom

This meeting will be held in person at the time and date shown above. This meeting will also be available virtually via Zoom (<https://zoom.us/join>). 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 COMMENTS

PLANNING COMMISSION ACTION ITEMS

(items will be included on the next legislative agenda for Council action)

1. Final Plat – Mission Beverly (Milhaus Development) – Brian Scott

The Planning Commission considered the final plat for the Mission Beverly (Milhaus Development) project at their regular meeting on July 22nd and voted 7-0 to recommend approval of the Final Plat of Mission Beverly (PC Case #24-16) to the City Council. City Council approval of the final plat is required because of the dedication of right-of-way and a public access easement.

PUBLIC PRESENTATIONS / INFORMATIONAL ONLY

2. Presentation on Johnson County Homeless Services Center Proposal – Laura Smith

Representatives from Johnson County will make a presentation on the proposed homeless services center being considered in Lenexa at I-35 and 95th Street. The County has requested all cities in the County to participate in funding a portion of the operations for the facility.

ACTION ITEMS

3. Acceptance of the July 10, 2024 Community Development Committee Minutes – Robyn Fulks ([page 4](#))

Draft minutes of the July 10, 2024 Community Development Committee meeting are included for review and acceptance.

4. Short Term Rental Ordinance – Brian Scott

This Ordinance establishes requirements for obtaining a license to offer for rent a dwelling or dwelling unit for a period of 28 days or less (short-term rental) as well as stipulations for the use of such dwelling as a rental.

5. Nuisance Party Ordinance – Brian Scott/Dan Madden

This Ordinance defines a nuisance party as any gathering of five (5) or more people on a residential property where certain activity is occurring that can be considered dangerous and/or illicit. The ordinance further prohibits anyone that owns or resides at the property to permit such a party to occur.

6. Johnson Drive Traffic Signal Enhancement (OGL) Design Contract – Stephanie Boyce

In May 2023, the City Council obligated grant funds for a Carbon Reduction Program Grant for the Johnson Drive Traffic Signal Enhancement Project. This project, in collaboration with the Mid-America Regional Council (MARC), will enhance the traffic signals on Johnson Drive from Broadmoor Street to Roe Avenue by installing network communications, pan-tilt zoom cameras and traffic signal controllers that will allow Johnson Drive to be part of the Operation Green Light program. A selection committee made up of City and MARC staff reviewed the proposals submitted and are recommending the project design proceed with Olsson at a cost not to exceed \$47,748.

7. Interlocal Agreement with City of Roeland Park for the Eastern Johnson County Bikeshare Program – Stephanie Boyce

Approve two Interlocal Agreements, one with the Kansas Department of Transportation (KDOT) and City of Roeland Park and one with the City of Roeland Park for the Northeast Johnson County Bike Share Program which will introduce 30 e-bikes in Mission and 20 e-bikes in Roeland Park.

8. Design Contract for Localized Drainage Project – Brent Morton

In April 2023, staff presented a methodology to review, rate, and prioritize localized stormwater projects that are not deemed emergencies. This presentation included initial rankings and cost estimates for various stormwater projects identified by Staff or residents. The 2023/2024 projects are under construction now and nearly complete. This task order is for design of the next two locations ranked 4 and 5 on the priority list. Staff is recommending approval of a task order under our Master Agreement for on-call engineering services with GBA in an amount not to exceed \$149,266.00

DISCUSSION ITEMS

OTHER

9. Department Updates - Laura Smith

Mary Ryherd, Chairperson
Josepha Haden Chomphosy , Vice-Chairperson
Mission City Hall, 6090 Woodson St
913.676.8350

City of Mission	Item Number:	1.
ACTION ITEM SUMMARY	Date:	August 7, 2024
Community Development	From:	Brian Scott

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

RE: Resolution Approving the Final Plat of Mission Beverly - 6000, 6005, 6025, 6040, and 6045 Martway; 5935 and 5945 Beverly; and 5960 Dearborn (PC Case #24-16).

RECOMMENDATION: Accept the Final Plat of Mission Beverly with dedication of right-of-way and easements.

DETAILS: The City Council recently approved the preliminary development plan for Mission Beverly a 261-unit, multi-family housing development on a site along Martway Street between Dearborn and Beverly. The proposed site comprises eight (8) parcels all together on both the north and south side of Martway Street.

On the north side of Martway, Milhaus is proposing to construct a four-story, 201-unit building (Building “A”) with 1,500 square feet of retail space on the ground floor at the northeast corner of Martway and Beverly and a 265-space parking structure integrated into the building on the north side. The building will take-up the five lots on the south of the block between Dearborn and Beverly including the office building at 5960 Dearborn, the two-story office building at 6000 Martway, the Security Bank motor-bank at 6040 Martay, the parking lot at 5935 Beverly and Beverly Park itself at 5945 Beverly.

On the south side of Martway, Milhaus is proposing a three-story, 57-unit building with 83 surface parking spaces. The building site will include the three office buildings at 6005, 6025 and 6045 Martway that were recently demolished.

The Planning Commission considered the final plat at their regular meeting on July 22nd and voted 7-0 to recommend approval of the Final Plat of Mission Beverly (PC Case #24-16) to the City Council. City Council approval of the final plat is required because of the dedication of right-of-way and a public access easement.

CFAA CONSIDERATIONS/IMPACTS: The Mission Beverly project provides much needed housing for adults of all ages in Mission. Its proximity to Johnson Drive, Martway and the Powell Community Center, makes this project attractive for adults of all ages and supports economic vibrancy of downtown Mission.

Related Statute/City Ordinance:	Chapter 400 – Mission Land Use – of the Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

CITY OF MISSION, KANSAS

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT TO BE KNOWN AS FINAL PLAT OF MISSION BEVERLY (PLANNING COMMISSION CASE #24-16)

WHEREAS, The subject plat is currently comprised of eight (8) individual parcels of property:

6000 Martway Street (Property Tax ID: KF251208-4017);
6005 Martway Street (Property Tax ID: KP20600000 0003);
6025 Martway Street (Property Tax ID: KP20600000 0002);
6040 Martway Street (Property Tax ID: KF251208-4016);
6045 Martway Street (Property Tax ID: KP20600000 0001);
5935 Beverly (Property Tax ID: KF251208-4022);
5945 Beverly (Property Tax ID: KF251208-4018);
5960 Dearborn (Property Tax ID: KF251208-4010)

totaling 4.219 acres located between Dearborn and Beverly along both the north and south side of Martway Street in the City of Mission, Johnson County, Kansas; and

WHEREAS, Milhaus Development (the applicant), presented an application to the Community Development Department of the City of Mission for a final plat (PC Case #24-16) of the subject property; and

WHEREAS, the applicant proposes to dedicate approximately .07 acres of the subject property along the north and south side of Martway Street to the City of Mission for public right-of-way and provide a 10-foot public access easement along the west side of Lot 2; and

WHEREAS, the application was presented to the Mission Planning Commission on July 22, 2024 as PC Case #24-16; and

WHEREAS, The Planning Commission, after due consideration, voted 7-0 to recommend approval of the application to the Mission City Council.

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

Section 1. Approval of Final Plat and Acceptance of Right-of-Way and Easement Dedication – Pursuant to Section 440.240 *et. seq* of the Mission Municipal Code, approval of a final plat to be known as Mission Beverly (PC Case # 24-16) on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, Kansas 66202 is hereby granted, and dedication of right-of-way and easements is hereby accepted.

Section 2. Effective Date - This resolution shall take effect and be in force upon the approval of the City Council and Mayor.

Passed by the City Council this 21st day of August 2024.

Approved by the Mayor this 21st day of August 2024.

Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

CONSENT TO LEVY

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED LAND HEREBY AGREE AND CONSENT THAT THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS AND THE CITY OF MISSION, KANSAS SHALL HAVE THE POWER TO RELEASE SUCH LAND PROPOSED TO BE DEDICATED FOR PUBLIC USE...

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, ON THIS ____ DAY OF ____ 2024.

BY: MIKE LEE, PLANNING COMMISSION CHAIR

BY: KIMBERLY STEFFENS, PLANNING COMMISSION SECRETARY

APPROVED BY THE GOVERNING BODY OF THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, ON THIS ____ DAY OF ____ 2024.

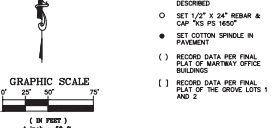
BY: SOLANNA FLORA, MAYOR

BY: ROBYN PULASKI, CITY CLERK

FLOOD ZONE: A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE AE SPECIAL FLOOD HAZARD AREAS SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD...

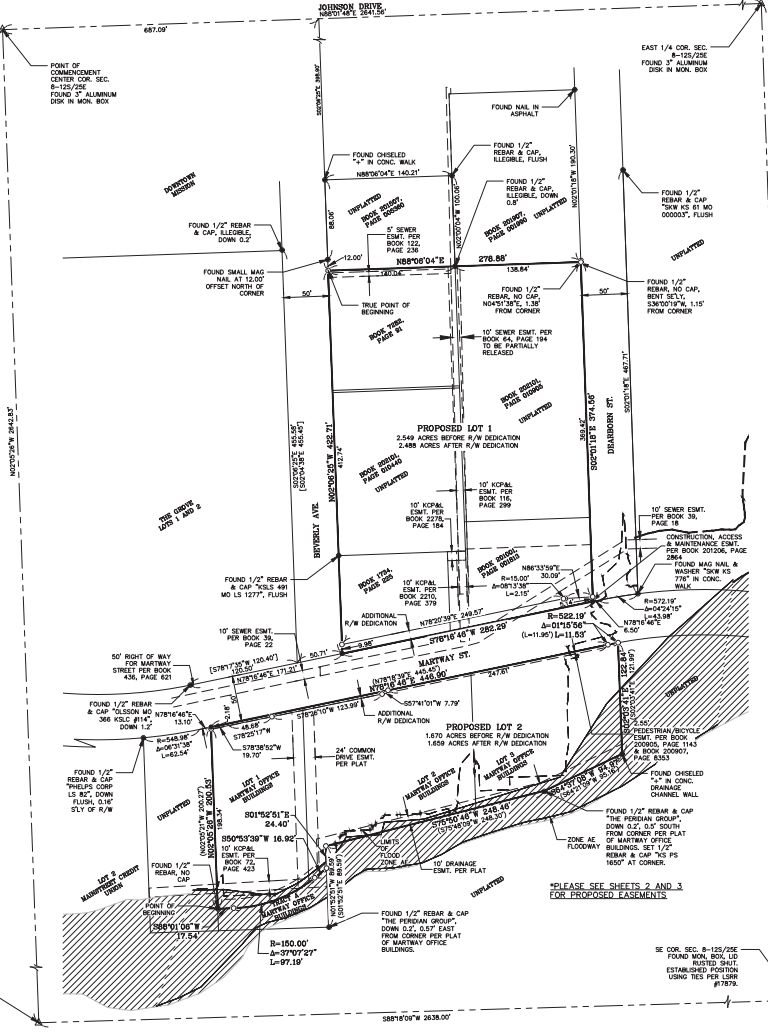
LOT AREAS: LOT 1: 2.649 ACRES BEFORE R/W DED./2.488 ACRES AFTER R/W DED. LOT 2: 1.670 ACRES BEFORE R/W DED./1.459 ACRES AFTER R/W DED.

R/W DEDICATION: 0.072 ACRE



GRAPHIC SCALE: 1 inch = 60 feet. BASIS OF BEARINGS: KANSAS COORDINATE SYSTEM OF 1983 NORTH ZONE.

SURVEYOR'S STATEMENT: I HEREBY CERTIFY THAT I, OR SOMEONE UNDER MY DIRECT SUPERVISION, COMPLETED THIS SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THAT THIS IS AN ACCURATE AND TRUE PLAT...



FINAL PLAT OF MISSION BEVERLY

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 25 EAST, IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS SHEET 1 OF 3

PROPERTY DESCRIPTION: A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 25 EAST, IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 8, THENCE, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, NORTH 89°04'00\"/>

DEDICATION: THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THIS INSTRUMENT TO BE SUBMITTED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT...

THE UNDERSIGNED PROPRIETOR OF SAID PROPERTY SHOWN ON THIS PLAT DOES HEREBY DEDICATE OVER, UNDER, AND THROUGH ALL PARCELS AND PARTS OF LAND INDICATED ON SAID PLAT AS SIDEWALKS, SOCIETIES, PEDESTRIAN PATHS, TRAILS, STREETS, TERRACES, PLACES, ROADS, DRIVES, LANES, PARKWAYS AND AVENUES NOT HERETOFORE DEDICATED...

AN EASEMENT OR LICENSE TO LAY, CONSTRUCT, MAINTAIN, ALTER, REPAIR, REPLACE AND OPERATE ONE OR MORE SEWER LINES AND ALL APPURTENANCES CONVENIENT FOR THE COLLECTION OF SANITARY SEWAGE TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND THROUGH THOSE AREAS DESIGNATED AS SANITARY SEWER EASEMENT...

IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS ____ DAY OF ____ 2024.

BY: _____

EXECUTION: STATE OF KANSAS, COUNTY OF JOHNSON.

BE IT REMEMBERED, THAT ON THIS ____ DAY OF ____ 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CAME _____ OF THE WITHIN INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND PERSON IS DULY ACKNOWLEDGING THE EXECUTION OF THE SAME TO BE THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

Table with columns: DATE, REVISION, DRAWN BY, CHECKED BY, SCALE, SHEET NO., SHEET TOTAL. Includes a table for revisions and a table for city comments.



City of Mission	Item Number:	2.
INFORMATIONAL ITEM	Date:	August 7, 2024
ADMINISTRATION	From:	Laura Smith

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

RE: Presentation on Johnson County Homeless Services Center Proposal

DETAILS: In 2021, Johnson County Government, in partnership with cities, conducted a Housing study which identified “unseen homelessness” as an increasing challenge facing local governments. Between 2021 and 2023, the County conducted a number of studies and assessments to further refine and define the needs. In December 2023, the County voted to purchase the hotel and restaurant located at I-35/95th Street in Lenexa and their due diligence continued through early 2024.

The County has proposed that the cities participate in funding a portion of the operational costs for the facility. Representatives from the County will attend the August 7, 2024 Community Development Committee meeting to provide more information and answer any questions.

Included in the packet is a summary of the project and projected per capita contributions from each of the cities. An email from Mayor Flora to BOCC Chairman Mike Kelly and other County representatives is also included. Mayor Flora’s email outlines a number of questions and concerns that have surfaced since the introduction of the funding proposal. Additional materials may be provided in advance of the meeting.

CFAA CONSIDERATIONS/IMPACTS: Addressing the needs of the unhoused in Mission and throughout the County is an important component in ensuring that we are able to support the residents of our community.

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

Bringing a homeless services center to Johnson County

July 2024



We are asking for partnership as we take advantage of a once-in-a-generation opportunity to meet an identified need in the community and serve one of our most vulnerable populations.

The most recent Point in Time count found that 235 individuals were experiencing homelessness in Johnson County, 50 of whom were unsheltered, meaning they were living outdoors in tents or vehicles. While the availability of this property and the federal dollars used to purchase it didn't align as neatly with local government budget cycles as we would have liked, we are glad this unique opportunity exists to address a community need for a 50-bed shelter for adults experiencing homelessness [1].

The proposed City/County operational support fund (a population-based concept developed by county staff working with city managers) accounts for roughly 1/3 of the total annual operating budget. Pledged public support will strengthen this community effort in three ways:

- 1 Private philanthropy and grants often require that applications show matching funds and/or a financial contribution from the local community. A public operational support fund acts as a **"first dollar in"** and signals a united community approach to addressing homelessness.
- 2 **Diverse funding sources** stabilize and strengthen non-profit operations.
- 3 The fund **strengthens reStart's Special Use Permit application** with the City of Lenexa.

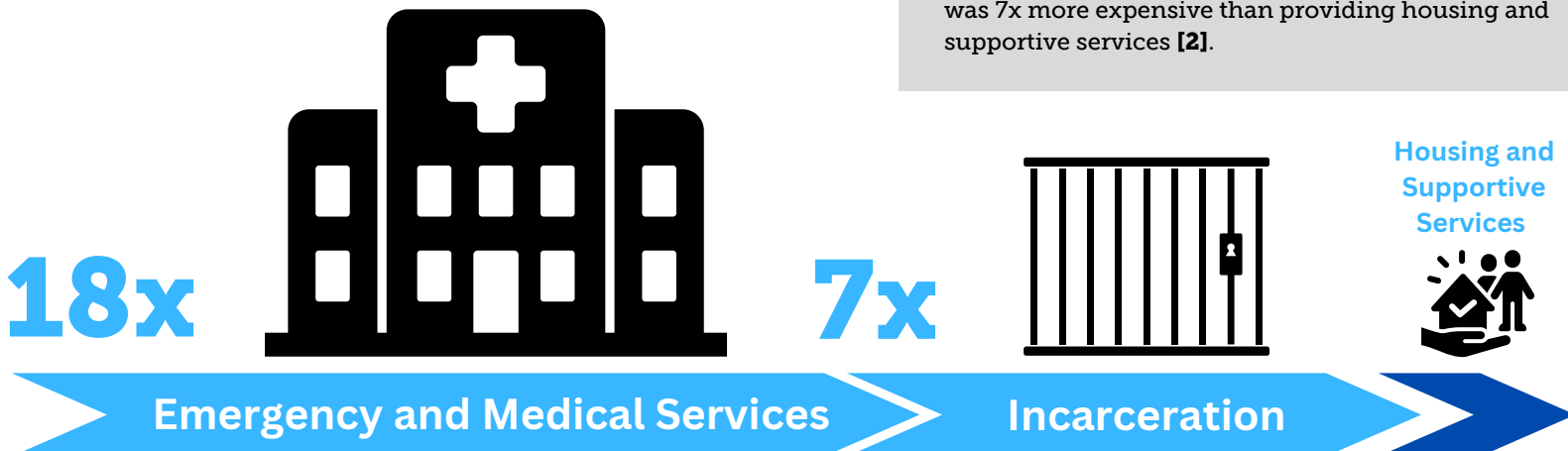
Next steps

- **August 20, 2024:** deadline for cities to provide documentation/approval of their participation in the City/County support fund (the decision to participate and at what level is within each city's discretion).
- **August 15 Agenda Review, August 22 Action Agenda:** BOCC to consider annual contribution to City/County operational support fund.
- **August 26, 2024:** Lenexa Planning Commission considers Special Use Permit.
- **September 17, 2024:** Lenexa City Council considers Special Use Permit.
- **Oct. 31, 2024:** Deadline to close on the real estate contract.
 - Nine months of estimated remodeling time.
- **Summer 2025:** Anticipated opening
- **July 1, 2025:** Annual contribution of funds to support reStart's operations begins.
- **July 1, 2027:** Review of Operational Support Funding request.
 - Opportunity to check in on the financial progress and community benefit of the HSC.
- **July 1, 2029:** Final distribution of annual support funds
 - Five year term to coincide with duration of the Special Use Permit.

Providing housing and supportive services is the least costly option to meet the needs of the unhoused.

A 2023 study published by the New York City Comptroller found that the daily cost of ambulance and hospital services was 18x more expensive than providing housing and supportive services while the daily cost of law enforcement and incarceration was 7x more expensive than providing housing and supportive services [2].

Daily Cost of Interventions



[1] The Dignity Report, July 2023

[2] https://comptroller.nyc.gov/reports/housing-first/#_ftn4

Homeless Services Center Timeline

2021: Johnson County Housing Study, conducted in partnership with cities, identifies “unseen homelessness” as an increasing housing challenge facing local governments.

2021-2022: Johnson County conducted a Needs Assessment and Gaps Analysis for the federal government, identifying year-round shelter beds as the community’s highest priority need in this area.

July 2023: Johnson County funded and received a report from the Dignity Project that scoped the community need for a 50-bed, non-congregate shelter with supportive services on-site for adults experiencing homelessness.

December 2023: The BOCC voted to purchase a hotel and vacant restaurant. Due diligence on the property occurred throughout the first half of 2024.

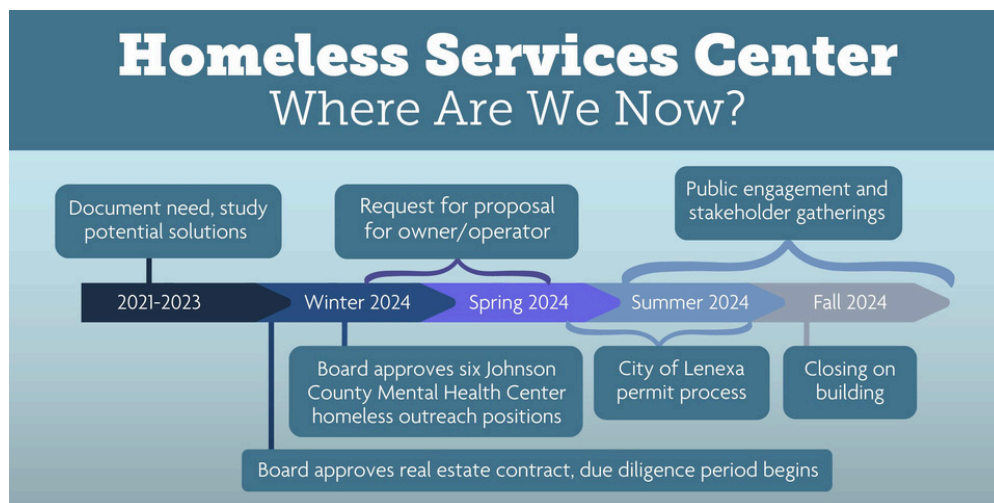
December 2023 – April 2024: RFP released to secure an operator, and 16 member RFP Evaluation Committee was convened (included County staff, subject matter experts and representatives from the cities of Lenexa and Overland Park). reStart was unanimously recommended by committee on April 29, 2024.

May 8, 2024: City managers received a homeless services center update and requested a follow up meeting to learn more.

June 4, 2024: County staff convened a meeting with Johnson County city managers to introduce reStart as the operator and convey their request for public financial support. As part of this conversation, the population-based funding concept was co-developed with city managers.

June 4, 2024: Chairman Kelly presented reStart’s request for public financial support to the Council of Mayors.

June-August 2024: Continued community conversations.



Proposed Population Formula

	2025	2026	2027	2028	2029	2030	2031	2032
reStart Request*	\$430,000	\$439,600	\$449,392	\$458,379	\$469,567	\$479,958	\$490,557	\$501,369
County Population**	563,701	563,701	563,701	563,701	563,701	563,701	563,701	563,701
Per Capita	\$0.76	\$0.78	\$0.80	\$0.81	\$0.83	\$0.85	\$0.87	\$0.89

* Assumes a \$50k base contribution from Johnson County

** Latest population estimates by City/Township published by Census Bureau
 Number does not include Lenexa

2025 Proposed HSC Support Fund

Jurisdiction	Population	Per Capita Rate	Annual Amount
Overland Park	197,089	\$0.76	\$150,342.59
Olathe	147,461	\$0.76	\$112,485.57
Shawnee	69,417	\$0.76	\$52,952.38
Lenexa	0	\$0.76	\$0.00
Leawood	33,980	\$0.76	\$25,920.48
Gardner	25,378	\$0.76	\$19,358.74
Prairie Village	22,900	\$0.76	\$17,468.48
Merriam	10,875	\$0.76	\$8,295.62
Mission	10,014	\$0.76	\$7,638.84
Roeland Park	6,712	\$0.76	\$5,120.02
De Soto	6,539	\$0.76	\$4,988.05
Spring Hill	5,990	\$0.76	\$4,569.27
Fairway	4,158	\$0.76	\$3,171.79
Mission Hills	3,525	\$0.76	\$2,688.93
Westwood	1,721	\$0.76	\$1,312.81
Edgerton	1,718	\$0.76	\$1,310.52
Lake Quivira	959	\$0.76	\$731.54
Westwood Hills	395	\$0.76	\$301.31
Mission Woods	197	\$0.76	\$150.27
Bonner Springs	0	\$0.76	\$0.00
Townships (County)	14,673	\$0.76	\$11,192.80
	563,701		\$430,000.00



Homeless Services Center - Questions from Mission

Sollie Flora <sflora@missionks.org>

Fri 7/26/2024 8:13 AM

To:Mike.kelly@jocogov.org <Mike.kelly@jocogov.org>;becky.fast@jocogov.org <Becky.Fast@jocogov.org>;CMO <Joe.Connor@jocogov.org>

Cc:Laura Smith <lsmith@missionks.org>;penny.postoakferguson@jocogov.org <penny.postoakferguson@jocogov.org>;Winn, Erin, CMO <Erin.Winn@jocogov.org>;Justin Carroll <JCarroll@missionks.org>

Dear Chairman Kelly, Commissioner Fast, and Assistant County Manager Connor:

The City of Mission is generally in support of the County establishing and operating (in connection with partner reStart Inc.) the Homeless Services Center proposed to be located in Lenexa. We must do more to support our unhoused community members and the Center will fulfill a county-wide service gap. On July 17th, Chairman Kelly reached out to the Johnson County mayors seeking city financial support for certain operational costs in years 1-5 of the Center's operations (2025-2029). The request sought contributions based on a proposed population formula, and the cities were asked to indicate their intention to participate by August 20th.

Prior to the July 17th request, there had been limited involvement of either municipal elected officials or staff in the planning processes for the Center. Additionally, this request comes very late in our 2025 budget preparation cycle. In my discussions with other Northeast Johnson County Mayors, there are several recurring questions that I hope can be answered well in advance of the August 20th deadline so that Mission and other cities can have sufficient information to discuss the proposal with our respective City Councils.

Chairman Kelly indicated that he and/or County staff are available to answer questions and provide additional information (including, without limitation, a presentation to our City Council, which we have requested for our committee meetings on August 7th). While the questions/issues outlined below may not reflect all of the questions that Mission's City Council may ultimately have, I wanted to share these now to provide the County with adequate preparation time to address them. Generally, the questions and concerns that I have (and that I've heard from other elected officials) relating to the funding request proposal include:

- **Why Cities?** The County provides many county-wide services (*e.g.*, Mental Health, Developmental Supports, Housing Authority, etc.) relating to the provision of social services and housing. These programs do not rely on financial support from the cities. Why, in the County's view, should city funding participation be different here?
- **City Participation in the Process.** I am concerned about the late engagement of cities in this process, and that cities were not brought to the table as the County/reStart Inc. plans developed. While cities were not involved in the RFP process or any discussions regarding the feasibility or sustainability of operational funding, it is cities who are now

being asked to make an ongoing financial commitment towards operational costs.

Perhaps it would make more sense to remove the request for 2025, have the County meaningfully engage with our cities, and begin the funding proposal discussion for 2026 instead?

- **2025 Budget Cycle Timing.** This funding request was brought to the cities very late in our 2025 budget cycle planning and the request has felt rushed with short deadlines and with limited information initially provided. Again, perhaps it would make more sense to remove the request for 2025, engage with our cities, and begin the funding proposal discussion for 2026? If what the County is really needing is an indication of support for the Center prior to its Lenexa's consideration of a Special Use Permit, that seems more reasonable on the schedule/deadline set by the County.
- **Sustainability of Operational Funds.** Our understanding is that when reStart Inc. was selected to operate the shelter, the original plan was that they would raise the operational funds. Now, this has instead (at least in part) come to cities to fund. If the donation targets of reStart Inc. aren't met, will the County commit to close the gap with additional County contributions? Or will more be asked from the participating cities year after year if fundraising falls short? If certain cities (especially larger cities) decline to participate in providing the requested funds, will the participating cities be expected to increase their contributions?
- **County Participation in Operational Funding.** The County is cutting its own mill levy for 2025 while coming to cities late in the 2025 budget cycle asking for us to carve out funds for this County project. What is the explanation for the County not filling the operational funding gap? The ~\$4M cut (with the mill levy reduction) from the County's revenues for 2025 would create a sufficient pool to cover multiple years of city contributions to this program. We've had to make hard choices in Mission – including *raising* our mill levy for our 2024 budget cycle – to pay for needed programs. Why shouldn't the County be expected to do the same?
- **Use of Special Alcohol Funds.** Mission's budget is extremely tight for 2025 and it is likely Mission would need to dip into its reserves to fund the County's request unless Special Alcohol Funds may be used for this purpose. Has the County researched this? If so, can the funds be used for this purpose?

Sincerely,

Mayor Sollie Flora

SOLLIE FLORA

Mayor

6090 Woodson St. | Mission, KS 66202 | 913.735.4882



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Homeless Services Center Questions and Responses

To assist the Mission City Council in their consideration of supporting the Homeless Services Center, Mayor Flora submitted the following questions to Chairman Kelly and County leadership. The County's responses are in red.

- 1. Why Cities?** The County provides many county-wide services (e.g., Mental Health, Developmental Supports, Housing Authority, etc.) relating to the provision of social services and housing. These programs do not rely on financial support from the cities. Why, in the County's view, should city funding participation be different here?

This is a unique opportunity to provide a unified community response to a problem we all agree needs to be addressed. We are continuing to learn new information and adjust accordingly. Public support across all Johnson County cities sends a powerful message to both the governing bodies who will be considering the special use permit applications for the homeless services center and the private philanthropy community who reStart will be engaging to raise most of their operating funds. We view this as a partnership – we all contribute, and we all benefit from meeting the needs of some of our most vulnerable community members.

Homelessness impacts city budgets. First responders are often called out to attend to the needs of the unhoused, and city residents are impacted when parks, business parking lots, sidewalks, and other public spaces become shelter.

All of us—whatever public service jurisdiction we're in—stand to benefit from building an effective solution to a growing problem.

- 2. City Participation in the Process.** I am concerned about the late engagement of cities in this process, and that cities were not brought to the table as the County/reStart Inc. plans developed. While cities were not involved in the RFP process or any discussions regarding the feasibility or sustainability of operational funding, it is cities who are now being asked to make an ongoing financial commitment towards operational costs. Perhaps it would make more sense to remove the request for 2025, have the County meaningfully engage with our cities, and begin the funding proposal discussion for 2026 instead?

We appreciate this feedback and readily admit that the timeline for making the homeless services center a reality is extremely challenging. The RFP process was run by UCS, who appointed a 16-member selection committee to evaluate responses to the RFP. The BOCC approved the committee's unanimous recommendation of the proposal submitted by reStart, Inc, which included their request for local government funding, on May 1. Engagement with cities began in earnest shortly thereafter.

Moving forward, we are intentionally building in mechanisms for city participation. UCS will convene an Oversight and Advisory Board comprised of key stakeholders with the technical expertise and knowledge needed to provide support, strategic guidance, and oversight of the planning, development and operations of the center. While the exact composition of the board hasn't yet been determined, we welcome input and engagement from all cities and will ensure that reStart includes municipal representation.

The 5-year request for public funding coincides with the term of the Special Use Permit. The end of year three calls for a review of finances and operations with reStart and consideration of any adjustments to the levels of support. Regardless, we expect reStart will provide annual reports to the partner municipalities.

- 3. 2025 Budget Cycle Timing.** This funding request was brought to the cities very late in our 2025 budget cycle planning and the request has felt rushed with short deadlines and with limited information initially provided. Again, perhaps it would make more sense to remove the request for 2025, engage with our cities, and begin the funding proposal discussion for 2026? If what the County is really needing is an indication of support for the Center prior to its Lenexa's consideration of a Special Use Permit, that seems more reasonable on the schedule/deadline set by the County.

The nature of this project – the ability to purchase an existing facility with federal dollars – came with hard deadlines that didn't align well with the 2025 budget cycle. We recognize that. We have attempted to share information as we receive it. We appreciate the feedback about how we can be better partners and will work to be timely with information as this project continues.

The anticipated opening date for the HSC is fall 2025. It is ultimately reStart's responsibility to secure their operational funding, and the County is convening partners on their behalf. However, a show of support from municipalities and the County, who is also financially supporting the effort through ad valorem funding, allows reStart to leverage more private and philanthropic support.

- 4. Sustainability of Operational Funds.** Our understanding is that when reStart Inc. was selected to operate the shelter, the original plan was that they would raise the operational funds. Now, this has instead (at least in part) come to cities to fund. If the donation targets of reStart Inc. aren't met, will the County commit to close the gap with additional County contributions? Or will more be asked from the participating cities year after year if fundraising falls short? If certain cities (especially larger cities) decline to participate in providing the requested funds, will the participating cities be expected to increase their contributions?

The RFP Review Committee used a scoring metric that included points awarded for evidence of proposer's "fiscal responsibility and stability" and "evidence of the organization's ability to fundraise." The two respondents who were selected for an interview both requested an initial public operating subsidy. Most non-profits do not carry large reserves of cash, as this would be contrary to their missions to serve people in need with the funds they have on-hand. Additionally, without large endowments or other investment funds, much of the funding non-profits operate with have strict spending deadlines attached. These funds are often philanthropic or grant dollars, which are required to be spent on a timeline toward the organizational mission.

The budget proposed by reStart included two unique elements: significant in-kind contributions from reStart staff toward the project's first year, and a use of building space that generated income (via renting the studio apartments).

reStart has committed to raising over \$1 million in ongoing operating costs. The request for a public subsidy to cover the rest of the projected budget allows some flexibility in how quickly

they need to raise these funds and strengthens their applications by providing matching funds and demonstrating community commitment to their mission.

The request for the public operational support funds will not increase – no city will be asked to fill the gap, be it from fundraising shortfalls and/or lack of other municipal participation.

- 5. County Participation in Operational Funding.** The County is cutting its own mill levy for 2025 while coming to cities late in the 2025 budget cycle asking for us to carve out funds for this County project. What is the explanation for the County not filling the operational funding gap? The ~\$4M cut (with the mill levy reduction) from the County's revenues for 2025 would create a sufficient pool to cover multiple years of city contributions to this program. We've had to make hard choices in Mission – including raising our mill levy for our 2024 budget cycle – to pay for needed programs. Why shouldn't the County be expected to do the same?

We appreciate the budget constraints being faced by all local governments. We've had difficult conversations as a Board, and while our plan at this time is to lower our mill levy by a quarter mil, we understand the precarious financial forecast and slowing trends of both property and sales tax generation require prudent fiscal planning.

Part of that is serving our vulnerable populations in the most effective way possible.

This is a community project serving a known community need. While the County is investing nearly \$10,000,000.00 as well as staff time and resources through wrap-around services, the benefits of the HSC will be felt by all jurisdictions. The savings we will all see from interactions with law enforcement, emergency medical services, combined with the lessening demand on emergency rooms, will have a positive fiscal impact.

Neither the County nor cities are expert operators of homeless service centers. This is not a service any of our entities have previously provided. However, we all know it is necessary. Therefore, if we can share the costs for a project that will benefit all our businesses, residents and vulnerable community members, it has a real chance to come to fruition.

In budget constrained environments, social services are often the first programs to be cut. If we can fill this gap in our housing continuum now, we position ourselves well to support an expert operator who will best serve some of our most vulnerable community members in the face of other possible service reductions.

- 6. Use of Special Alcohol Funds.** Mission's budget is extremely tight for 2025 and it is likely Mission would need to dip into its reserves to fund the County's request unless Special Alcohol Funds may be used for this purpose. Has the County researched this? If so, can the funds be used for this purpose?

Interpretation of the appropriate use of Special Alcohol Tax funds to provide general support for the HSC is left to the counsel for each jurisdiction. The County will not be utilizing those funds to provide general support. It is our understanding that another Johnson County city is researching the possibility of utilizing Opioid Settlement funds for general support, but no results have been shared to date. We will be happy to share information about the eligibility of the Opioid settlement funds once we receive it.

Johnson County Homeless Service Center

www.restartinc.org

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ending homelessness.



Agenda

- Overview of Process and Need
- Introduction of reStart
- Homeless Services Center
 - Entry and eligibility
 - Safety and security
 - Supportive services
 - Oversight
- Funding
 - Overview
 - Request for public operational subsidy

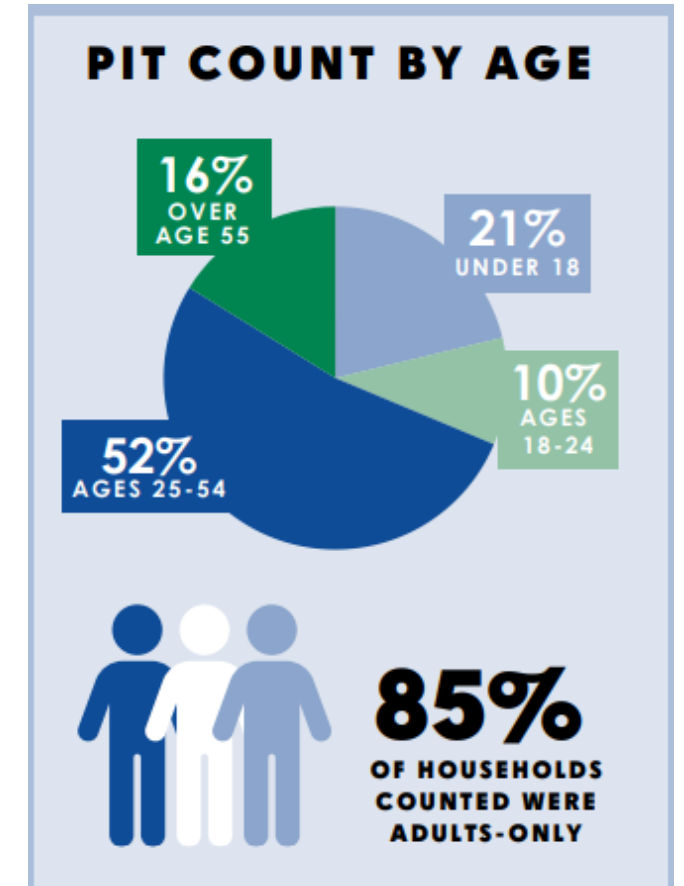
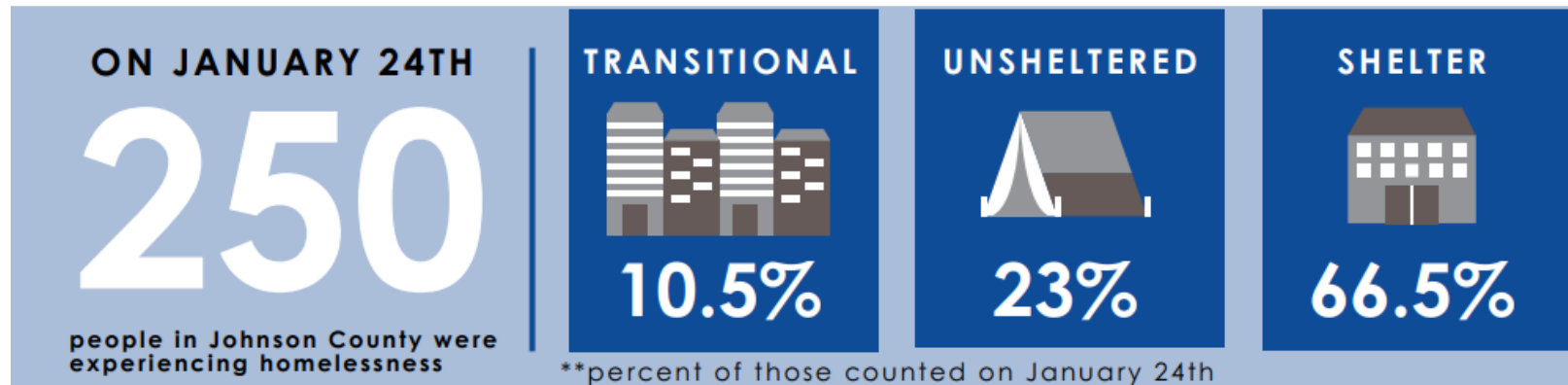
Johnson County Homeless Services Center History and Vision

- 2021-UCS Housing Study, identified “unseen homelessness” as a housing challenge
- July 2023-Study and Report from The Dignity Project recommending 50 Bed Non-Congregate Shelter and Transitional Housing for Adults
- Late 2023, RFP Issued; Selection Committee of 16 selected; UCS ran the RFP process
- April 2024 reStart unanimously selected as the provider, owner, operator
- May 2024: Study Session with BOCC

Homelessness in Johnson County



Homelessness in Johnson County 2024 PIT Snapshot



Who is reStart?

Mission

To empower all people facing or experiencing homelessness by providing housing services that inspire hope.

- Established in 1980
- Serve over 1,400 people per year
- 80 Employees
- Work in Jackson, Wyandotte and Johnson Counties
- **90% of people exit out of homelessness and into safe, stable housing**

reStart Programs

- **Youth**
 - ✓ Interim Housing (12-17yr) 30 days
 - ✓ Transitional Living (16-21yr) 12-18 mo
 - ✓ Maternity Group Home (16-21yr) 12-18 mo
 - ✓ Street Outreach (12-21yr)
 - ✓ Older Youth (18-19yr) 90-120 day
 - ✓ Rapid Re-Housing Program (18-24 yr) 24 mo
 - ✓ reTreats Employment Program
- **Veterans**
 - ✓ Supportive Services for Veteran Families (SSVF)
 - Rapid Re-housing and Support
 - ✓ Homeless Veteran Rehabilitation Program (HVRP)-Employment
- **Families**
 - ✓ Family Interim Housing- 90-120 days
 - Partnership with Avenue of Life and KCPS
 - ✓ Prevention
 - ✓ Permanent Housing
 - Housing Counts
 - Rosehill Townhomes
 - Linwood Gardens
- **Adults**
 - ✓ Street Outreach
 - ✓ Outreach Interim Housing
 - ✓ Next Step-Partnership with ReDiscover
 - ✓ Special Populations
 - Transitional Living Program-24 mo

How Will People Come Into HSC?

Coordinated Entry/Referral System

How does Coordinated Entry Work?

1. Anyone experiencing homelessness starts with an assessment and resource connection at one of 4 HUBS in JoCo:
 - Catholic Charities of NE KS, Overland Park
 - Catholic Charities of NE KS, Olathe
 - Johnson County Mental Health, Shawnee
 - Salvation Army, Olathe
2. Households assessed and diverted, if possible
3. If shelter still needed, placed on the **By Name List**
4. When housing units they qualify for become available, household referred to provider
 - **HSC will operate as a referral-based provider**



Homeless Services Center (HSC)

Key Features and Services

The Lodge

- 50 individual rooms w/private bathroom
- Non-congregate shelter, no shared rooms
 - 30-90 day stay
 - Referred to shelter, enter program
 - No requirement to leave daily (no line ups, no waiting, no walk ups)
 - Laundry and food provided
 - Security: only people enrolled in program allowed on-site
 - Case management and wrap around services available
 - Johnson County Mental Health Clinician/Outreach Workers

The Residences

- 25 studio apartments for transitional living with supportive services
 - Supportive housing for low-income adults.
 - Referrals from The Lodge
 - “Next step” housing when person ready for more independence, can still benefit from on-site services
 - Voucher-based housing (residents pay 30% of income for rent)
 - Case management and wrap around services available on-site
 - Generates revenue for HSC

HSC Advisory and Oversight Board

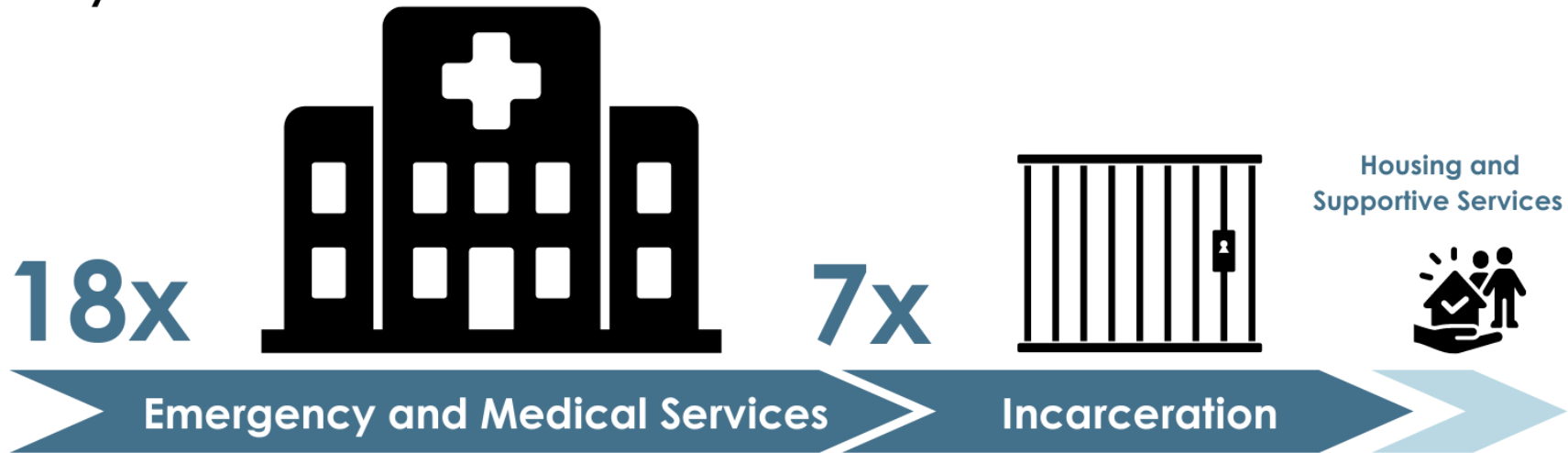
- UCS is developing an Oversight and Advisory Board comprised of key stakeholders with the technical expertise and knowledge needed to provide support, strategic guidance, and oversight in the planning and development and intended use of the Center.
- Members will include community member, businesses, mental health, public safety, construction, government and lived experience.
- The key areas of focus for the Board include strategic planning, facility and program design, budget and resource allocation, regulatory compliance, community engagement, risk assessment and mitigation, and timeline management.

Community Benefits

Providing housing and supportive services is the least costly option to meet the needs of the unhoused.

A 2023 study published by the New York City Comptroller found that the daily cost of ambulance and hospital services was 18x more expensive than providing housing and supportive services while the daily cost of law enforcement and incarceration was 7x more expensive than providing housing and supportive services [1].

Daily Cost of Interventions



[1] https://comptroller.nyc.gov/reports/housing-first/#_ftn4

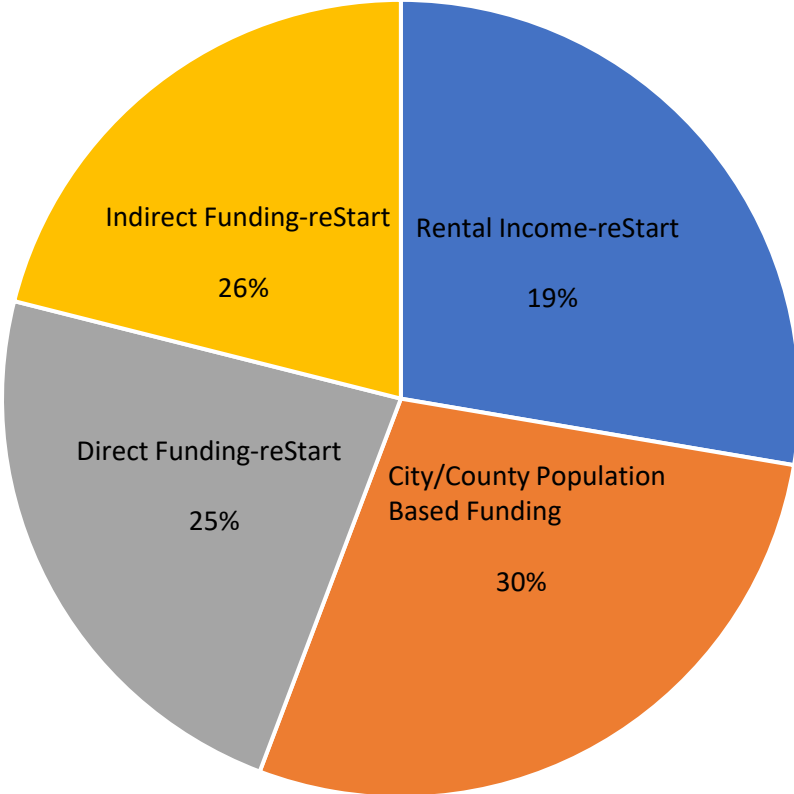
Public Private Partnership

Public-private partnerships (PPPs) can significantly enhance the sustainability of non-profits by leveraging the strengths and resources of both the public and private sectors.

- Provides Diversification of Revenue
- Resource Sharing
- Enhance Capacity
- Increased Visibility
- Stronger Advocacy
- Operational Efficiency
- Long Term Impact

reStart 70%
City/County Contribution 30%

HSC Revenue Sources



- Rental Income-reStart
- City/County Population Based Funding
- Direct-Indiv, Foundation, Faith Based, Corporate-reStart
- In-Direct-Grants-reStart



Law enforcement partnerships

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Homeless Services Center

Where Are We Now?



Next Steps

Project Milestones

- Board of County Commissioners - Assignment Agreement & construction funding
 - ✓ July 25th
- Apply for Special Use Permit from Lenexa
 - ✓ Application submitted July 22nd
 - ✓ Planning Commission Aug 26th
 - ✓ City Council Sep 17th
- Operations funding commitment requested
 - ✓ From cities Aug 20th
 - ✓ BOCC Aug 22nd
- reStart meeting with local funders
- Closing on building end of October
- Renovations
 - ✓ Nov 2024-Aug 2025
- Opening Sept/Oct 2025
 - ✓ Contingent on final renovation schedule, supplies

Community Engagement

- Sessions for nearby neighbors, businesses July 24-29th
- Lenexa Planning Commission public hearing Aug 26th
- All-Community meetings planned for August 21st and 22nd
 - ✓ Open to anyone interested in learning more about HSC

Questions?

Stephanie Boyer
sboyer@restartinc.org

www.restartinc.org

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ending homelessness.





Homelessness in Johnson County

2024 PIT Snapshot

ON JANUARY 24TH

250

people in Johnson County were experiencing homelessness

TRANSITIONAL



10.5%

UNSHELTERED



23%

SHELTER



66.5%

**percent of those counted on January 24th

WHAT IS PIT?

Point in Time (PIT) count is a snapshot on a **single night** in the last ten days of January of everyone in the county who is experiencing homelessness.

EMPLOYMENT



42%

OF ADULTS WERE CURRENTLY EMPLOYED

INCOME



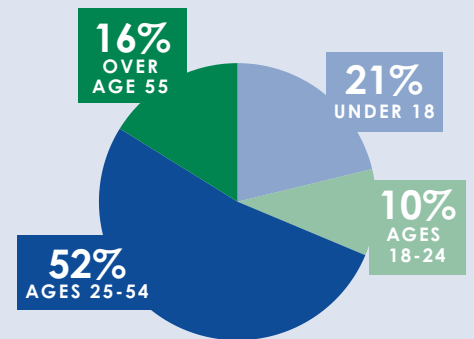
51%

OF ADULTS HAD INCOME (I.E. EMPLOYMENT AND/OR DISABILITY BENEFITS)

AVERAGE MONTHLY HOUSEHOLD INCOME

\$1,830

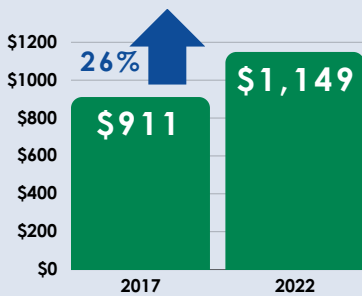
PIT COUNT BY AGE



85%

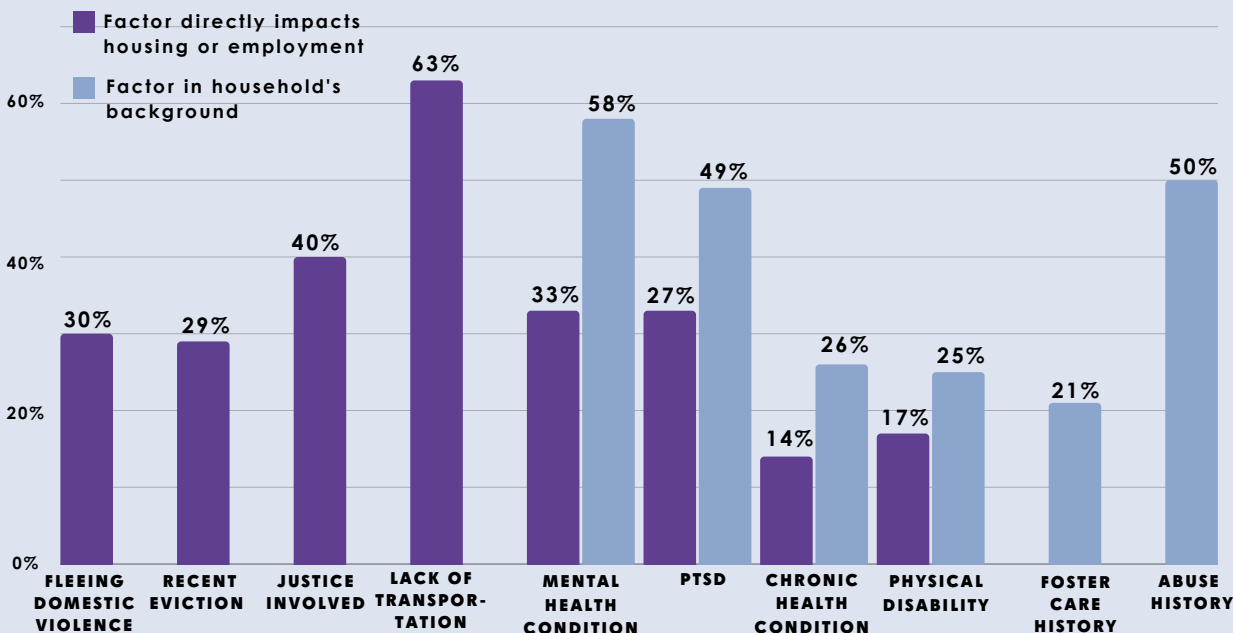
OF HOUSEHOLDS COUNTED WERE ADULTS-ONLY

INCREASE IN MEDIAN RENT FOR A 1-BEDROOM IN JOHNSON COUNTY



Source: US Census, ACS 1-Year Estimates

HOUSEHOLDS FACE MANY CHALLENGES



47%

OF HOUSEHOLDS WERE EXPERIENCING THEIR FIRST INCIDENT OF HOMELESSNESS

9

VETERANS

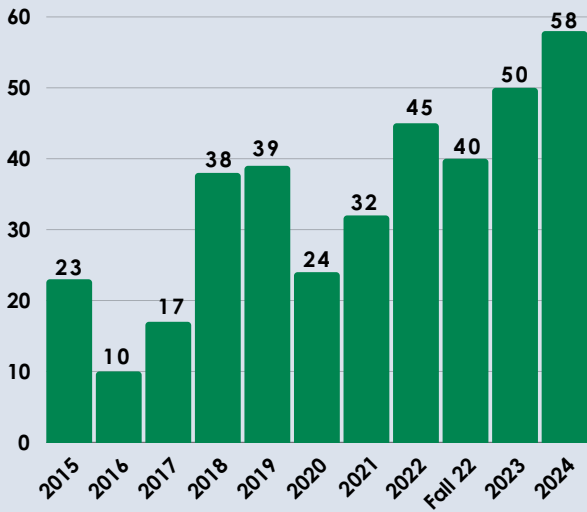
18

UNACCOMPANIED YOUTH AGES 16-24

6

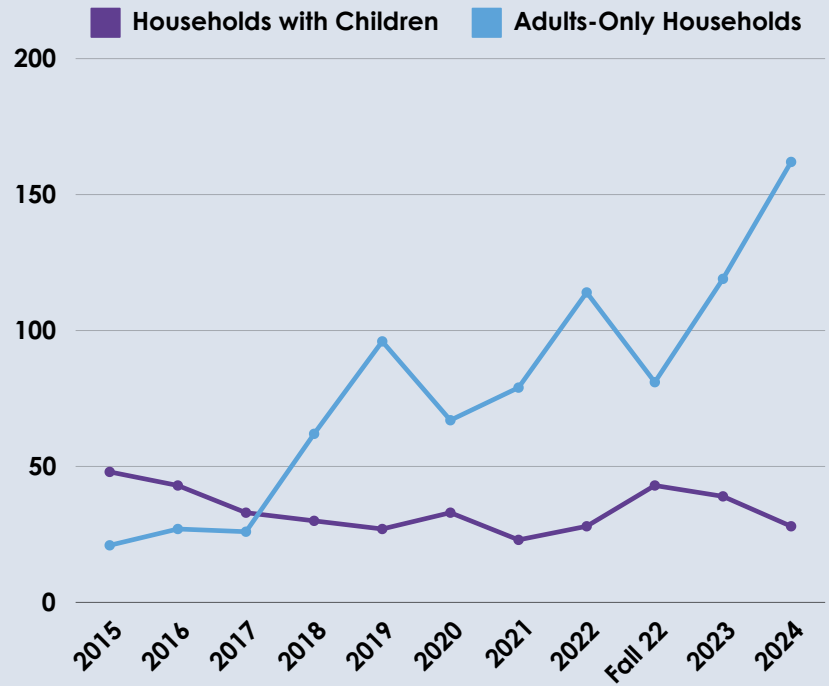
UNACCOMPANIED PARENTING YOUTH AGES 16-24

UNSHELTERED PERSONS



Number of people counted who were staying outdoors, in a vehicle, or other places not meant for habitation on the night of the PIT Count

HOUSEHOLDS BY TYPE



ADDITIONAL LONG-TERM DATA

Have you ever lived in a vehicle in Johnson County?

43%



of households said yes

Have you ever lived outside in Johnson County?

49%



of households said yes

Have you ever been forced to relocate from an outdoor sleeping location in Johnson County?

24%



of households said yes

Have you ever experienced violence while you were unhoused?

33%



of adults said yes



Homelessness in Johnson County

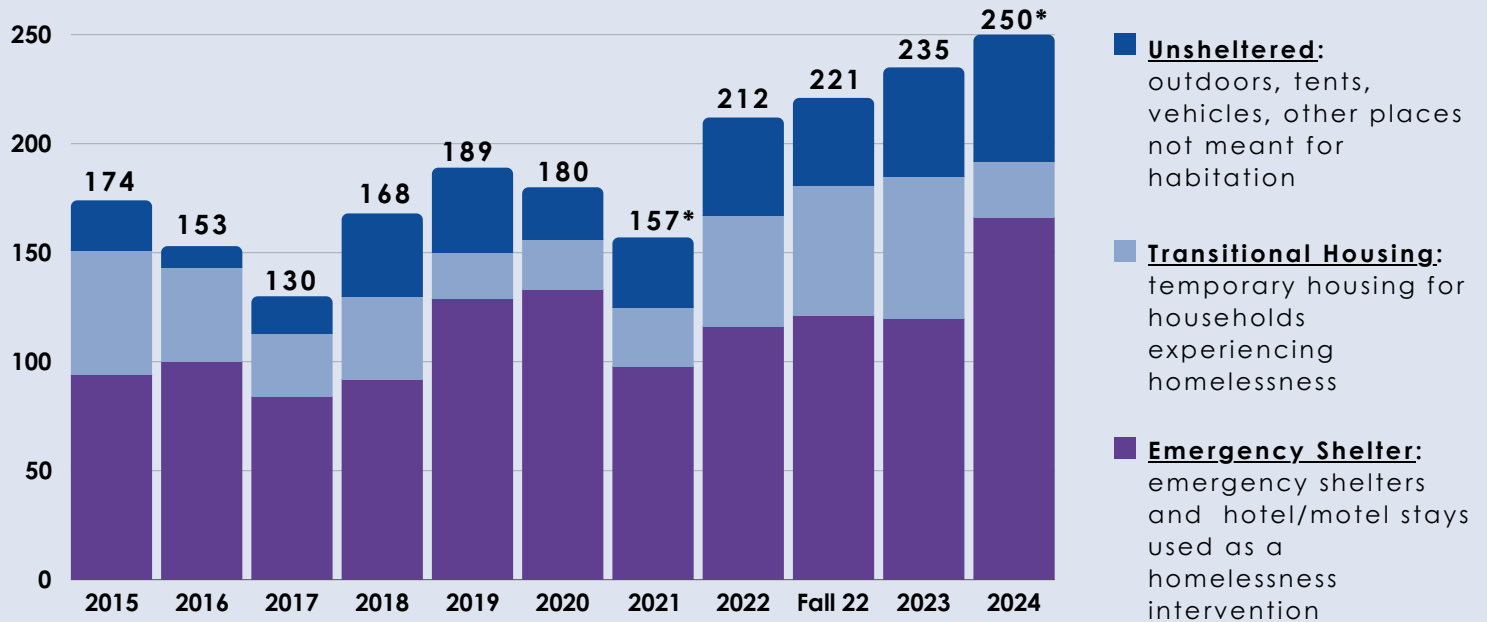
Understanding the Data

CONTINUUM OF CARE & THE PIT COUNT

Johnson County's Continuum of Care on Homelessness is a collaboration of public and private service providers committed to quickly and effectively responding to housing crises to either prevent or end homelessness among Johnson County residents. The U.S. Department of Housing and Urban Development (HUD) requires that Continuums of Care conduct an annual Point in Time (PIT) count of households within their geographic region experiencing homelessness on one night in the last 10 days of January. The count is a snapshot on a single night that is used to monitor trends year to year and identify unmet needs among residents experiencing homelessness. In Fall 2022, Johnson County's Continuum of Care conducted a count for local data analysis.

Who is counted: people staying in shelters, transitional housing programs (dedicated to homeless households, up to 24 months), or in unsheltered locations such as tents, vehicles, or other places not meant for habitation. HUD does not count households who are temporarily doubled up with friends or family.

PIT COUNTS BY LOCATION



*Notes: The 2021 PIT count was likely lower due to safety protocols implemented during the COVID-19 pandemic. In 2024, the CoC HMIS Committee recategorized one project from transitional housing to emergency shelter.

TRENDS IN PIT DATA

The number of people counted during the 2024 PIT count was 250, a 6% increase from January 2023 and a 44% increase from January 2015. Other notable trends over the last 10 years include:

- The number of households with children has remained relatively flat in the county and the number of adults-only households has increased significantly. From 2015 to 2024, the number of adults-only households rose from 21 to 162, a 671% increase.
- The number of people who were unsheltered on the night of the count rose significantly over time, from 23 people in the 2015 count to 58 people in the 2024 count, a 152% increase.

These trends indicate the need for a shelter for adults experiencing homelessness in Johnson County.

Funding a homeless services center in Johnson County

July 30, 2024

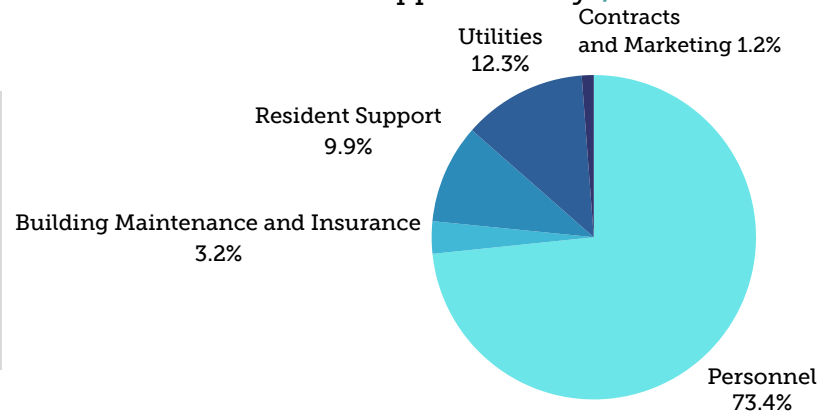


What is reStart's proposed budget?

reStart's proposed annual operating budget for the homeless services center is approximately **\$1.5M.**

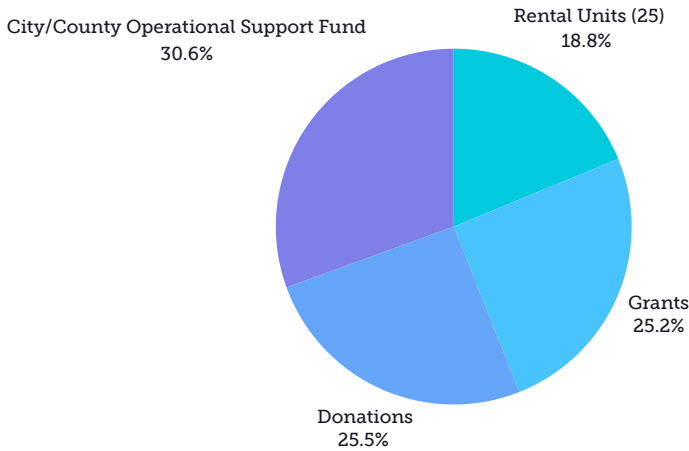
Expenses

- \$1,106,000** for personnel
- \$48,500** for building maintenance and insurance
- \$149,000** for resident support (food, transportation, furnishings, supplies)
- \$186,000** for utilities
- \$18,000** for marketing and contracts



Revenue

reStart utilizes a public-private partnership model to fund services. Public-private partnerships (PPPs) can significantly enhance the sustainability of non-profits by leveraging the strengths and resources of both the public and private sectors. Diverse revenue sources make organizations more stable and better able to adapt to change. **70%** of the anticipated revenues will be generated by reStart staff via fundraising and grant applications.



- \$295,000** from rental units
- \$396,000** from grants
- \$400,000** from donations
- \$480,000** from the City/County Operational Support Fund

Was the operator of the homeless services center supposed to secure all operational funding?

The RFP Review Committee awarded points for evidence of proposer's "fiscal responsibility and stability" and "evidence of the organization's ability to fundraise". The budget proposed by reStart included two unique elements: significant in-kind contributions from reStart staff toward the project's first year, and a use of building space that generated income (via renting 25 hotel units that have been converted to studio apartments).

reStart has committed to raising over \$1 million in ongoing operating costs. They, along with all other respondents, requested a public subsidy to cover the rest of the projected budget. This public support allows some flexibility in fundraising timelines, diversifies their funding sources and strengthens their Special Use Permit application by providing matching funds and demonstrating community commitment to their mission.

What is the County's commitment to the Homeless Services Center?

\$6.85 million for property purchase and due diligence



\$3.7 million for initial operating support and facility updates



\$61,192 in annual operational support to reStart



A deed restriction, including a reverter clause, requiring the primary use to be a non-congregate shelter for ten years



Funding a homeless services center in Johnson County

July 30, 2024



What portion of reStart’s annual operating budget is the City/County operational support fund?

The proposed City/County operational support fund accounts for roughly 30% of the total annual operating budget. reStart will raise the remaining 70% from private philanthropy and grants.

What public support will be requested after the initial 5-year period ends in 2029?

The purpose of the proposed City/County operational fund is to provide an initial operating subsidy and strengthen efforts to secure long-term funding from private philanthropy and grant dollars. reStart will convene cities and counties once after three years and again after the 5-year period ends to re-evaluate the need for public funds

Why did the request for public support come so late in the 2025 budget cycle?

The nature of this project – the ability to purchase an existing facility with federal dollars with hard deadlines – didn’t align well with the 2025 budget cycle. We recognize that. We have attempted to share information as we receive it. We appreciate the feedback about how we can be better partners. Our website will continue to serve as the central information hub for the project.

How will cities be engaged moving forward?

Moving forward, there are intentional mechanisms for city participation. UCS will convene an Oversight and Advisory Board comprised of key stakeholders with the technical expertise and knowledge needed to provide support, strategic guidance and oversight of the planning, development and operations of the center. While the exact composition of the board hasn’t yet been determined, we will ensure that municipal representation is included.

The 5-year ask for public funding coincides with the term of the special use permit. There is a three-year review where cities will receive a formal operational and financial update from reStart. We also expect that reStart will provide annual reports to its partner municipalities.

How were cities engaged in this process?

In 2021, Johnson County Housing Study, conducted in partnership with cities, identifies “unseen homelessness” as an increasing housing challenge facing local governments.

In December 2023, when the BOCC voted to purchase the vacant hotel and restaurant property with the intent to remodel as a 50-bed non-congregate shelter, they selected United Community Services (UCS) to run a process to select an operator.

UCS issued a RFP and appointed a 16-member selection committee to evaluate responses to the RFP. The committee was comprised of certain city representatives (Lenexa and Overland Park), subject matter experts and County staff.

The two firms that were selected for an interview requested an initial public operating subsidy. Most non-profits do not carry large reserves of cash, as this would be contrary to their missions to serve people in need with the funds they have on-hand. Much of the funding non-profits operate with, primarily grant or philanthropic dollars, have strict spending deadlines attached.

Once reStart was unanimously recommended by the RFP committee and approved by the BOCC in May 2024, County staff convened city managers within a week to discuss the likely ask for public operational support.

Proposed Opening Timeline *

Winter 2024-25

- selection of general contractor, create schedule
- building permit submission
- Development plan and permit approvals
- Finalize schedule

Fall 2024

- Close and transfer of building to reStart
- Plat filed
- final construction drawings complete
- drawings go out to bid to general contractors

Fall 2025

- final construction walkthrough and punch list
- Final hiring and training of staff
- Opening of Homeless Services Center

Spring - Summer 2025

- construction begins
- housing application to be finalized
- staff to be hired and trained

*contingent upon the approval of the Special Use Permit by the City of Lenexa

To learn more and stay up to date on this project, please visit jocogov.org/homeless-services-center.

WHAT IS THE CONTINUUM OF CARE ON HOMELESSNESS?



The **Continuum of Care (CoC)** is a community collaboration that seeks to improve the community's response to poverty and homelessness. There are five CoCs in Kansas, each covering its own geographic region and consisting of a range of community partners, advocates and stakeholders working together.

A COMMUNITY COMMITMENT TO END HOMELESSNESS

A CoC is...



A **community effort** to identify & address the needs of those at risk or experiencing homelessness



A **system of care** providing temporary & permanent interventions to solve homelessness



The **Housing and Urban Development (HUD) funding program** for homeless services in a region



A **geographic area** of jurisdictions working to develop coordinated homelessness services

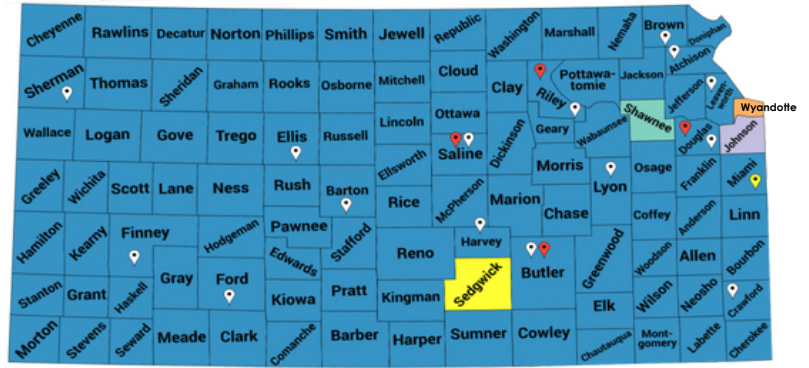
CoC Goals

- Coordinate homeless services, including prevention, outreach, emergency shelter, rapid rehousing, transitional & permanent supportive housing
- Optimize self-sufficiency for individuals & families experiencing homelessness
- Implement a Coordinated Entry System
- Coordinate grant funding
- Monitor individual & system data



WHO MAKES UP THE CoC?

There are five CoCs in Kansas and each covers its own geographic region. Johnson, Sedgwick, and Shawnee counties have their own CoCs. Wyandotte is part of a bi-state CoC with Jackson County, Missouri. The Kansas Balance of State CoC manages all other counties, divided into 9 regions.



📍 Emergency Shelter 📍 Transitional Housing 📍 Permanent Housing (Rapid Re-Housing or Permanent Supportive)

CoCs are made up of a wide range of public and private partners, advocates, and stakeholders which could include: social service providers, healthcare and mental health providers, faith groups, local government, substance abuse providers, domestic violence agencies, schools, corrections, public housing authorities, people with lived experience and community members.

WHO DOES THE CoC HELP?

Kansans at risk of losing housing or who are homeless, including:



Individuals & Families



Survivors of Domestic Violence



Older Adults



People with Physical/Mental Disabilities



Transition Aged Youth



Corrections Re-Entry



Veterans

WHAT SUPPORT SERVICES ARE OFFERED?

- Street outreach services
- Assistance to prevent homelessness
- Short-term shelters for: families, individuals, transitional aged youth, and adults and families fleeing domestic violence
- Transitional Housing
- Rapid Rehousing: 3-24 months of rent assistance and case management
- Permanent Supportive Housing: long-term rent assistance and support services for households with disabilities



HOW CAN I HELP?

CoCs are open to all who wish to work together to prevent and end homelessness in their community. To learn more about getting involved, contact your region's CoC lead agency.

WHAT IS A COORDINATED ENTRY SYSTEM?

A **Coordinated Entry System (CES)** is a lifeline for those seeking housing services in Kansas. Established by a regional Continuum of Care, the CES provides a process to ensure all people experiencing a housing crisis have fair access to assistance, prioritizing those most vulnerable based on their needs.

Imagine a family who has lost their housing.

They've tried staying with friends, maybe even in a hotel, and are now living in a car. They've run out of options. That's where CES comes in. The family will meet with one of the CoC's network of trained staff who will assess the family's needs and help connect them with services and place them on a list for housing supports. The CES standardizes the assessment process across agencies so assistance is most effective.



TYPES OF SUPPORT



Transportation



Access to
Healthcare



Education &
Employment
Supports



Childcare
Supports



Rental & Utility
Assistance



Longer-term
Housing



Emergency
Housing

Support can also include helping people solve housing issues on their own through connection to community resources, subsidized housing or housing vouchers. Types of support available vary in different parts of the state due to limited resources.

COORDINATED ENTRY CORE COMPONENTS

1 ACCESS POINTS

- First points of contact with the crisis response system for most people
- Provide referrals to emergency services and begins the assessment process to determine suitable interventions

2 ASSESSMENT

- Critical in prioritizing individuals based on **vulnerability factors**
- Asks questions like “Do you need medical care?” and “Are you safe?” to evaluate immediate needs

3 PRIORITIZATION

- Shifts focus from "first-come, first-served" to prioritizing those with the greatest vulnerability to receive support first

4 REFERRAL

- Matches people with greatest vulnerability to appropriate housing and services
- Ensures clear communication about expectations from all parties involved

VULNERABILITY FACTORS & EXAMPLES OF SUPPORTS

- Chronic homelessness
- Fleeing domestic violence
- Unsheltered
- Veteran
- Older adult (60+)
- Households with minor children
- Transition aged youth (18-24)
- Disability (physical or mental)


Lisa, fleeing an abusive relationship, needed a few months to earn income on her own so she could afford first and last month's rent.



David, a veteran whose home burned down, needs shelter & case management support to get back into housing.



Darryl, 18-24 with an intellectual disability, was dropped off at a shelter by his caregiver. He needs intensive support & a group home.



To ensure all people in Kansas have a chance to find stable housing, we must do more to support the Coordinated Entry System and CoC partner agencies, which work together to help families in crisis find the assistance they need when they need it most.

City of Mission	Item Number:	3.
ACTION ITEM SUMMARY	Date:	August 7, 2024
Administration	From:	Robyn Fulks

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

RE: July 10, 2024 Community Development Committee minutes.

RECOMMENDATION: Review and accept the July 10, 2024 minutes of the Community Development Committee.

DETAILS: Minutes of the July 10, 2024 Community Development 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 COMMUNITY DEVELOPMENT COMMITTEE

July 10, 2024

The Mission Community Development Committee met at Mission City Hall and virtually via ZOOM on Wednesday, July 10, 2024. The following Committee members were present: Sollie Flora, Lea Loudon, Ben Chociej, Brian Schmid, Debbie Kring, Cheryl Carpenter Davis, Josepha Haden Chomphosy, and Mary Ryherd. Councilmember Boultinghouse was absent. Councilmember Ryherd called the meeting to order at 6:30 p.m.

The following staff were present: City Administrator Laura Smith, City Clerk Robyn Fulks, Deputy City Administrator Justin Carroll, Deputy City Administrator Brian Scott, Public Works Superintendent Brent Morton, Chief Dan Madden, and Parks and Recreation Director Penn Almoney.

Public Comments

Councilmember Ryherd reminded the public they can participate via the chat feature on Zoom. All comments would be visible to the group.

There were no public comments.

Planning Commission Items

Special Use Permit – Sign Package for The Lanes at Mission Bowl, 5399 Martway (PC Case #24-11)

Deputy City Administrator Brian Scott introduced a sign package for the Lanes at Mission Bowl project and explained that the project is a 176-unit multi-family development project located at 5399 Martway Street. It was approved in 2022 and is nearing completion. The package is extensive with many pieces of signage. Because the sign package was not approved along with the final development plan, a Special Use Permit is required for approval of the sign package.

There were no questions from the Committee.

Public Presentations/Informational Items

Review of 5665 Foxridge Multi-Family Project

City Administrator Laura Smith introduced Aaron Mesmer of Block Real Estate Services to present a recap of a potential project from at 5655 Foxridge Drive. The project has an approved final development plan, however it has been some time since the project was in front of the Council. Block does plan to submit a plan for Tax Increment Financing (TIF) in the coming months. No development agreement specifics will be discussed or negotiated tonight, only a reintroduction to the project to familiarize those who were not on the Council for previous discussions.

Mr. Mesmer introduced himself and reviewed the processes that his team have already gone through with the Planning Commission and working with Staff. The development will include a little over 300 units on the site of the former JC Penney call center. His team feels the future plans include many benefits including public improvements, sidewalks, and landscaping. The project goes to the top of the market in terms of interior and exterior quality and includes top-notch amenities for residents. Mr. Mesmer gave information about several projects his team have completed in the region recently. He believes their work is a level above what has been done in the marketplace. He showed renderings of the western side of the development, noting that the location is northwest of Broadmoor Park, and images of the current state of the property which is vacant with a large parking lot. The project is designed to engage the street and sidewalk on the east side. A courtyard area will be central to the property with amenities, and all parking other than guest parking will be under the building in a podium design. The parking garage will include EV charging stations. A clubhouse will be on the west side of the project. The project will include masonry construction at the base of the building to help it withstand time and bring a higher quality. City Staff and his team worked together to incorporate amenities like bike stations and pet washing stations that will be made to look like storefronts for a more appealing look for street activation. There will also be seating in those areas. The south side of the property will include a gathering space and a wide sidewalk, and the units that will have direct access to the sidewalk. The building will have four levels on all sides except for the west side of the project which will also include a fifth level.

He noted that information for the TIF request has been provided to the City's team and his team is aware of prior precedence of other projects completed recently such as Mission Bowl and the Milhaus project. They plan to meet the Green Globe standard and work with the City team for a contribution to an attainable or affordable housing fund. Block does not have the ability to incorporate that type of housing consideration into the project.

Councilmember Kring asked if any of the parking area is considered to be pervious. Mr. Mesmer stated that the existing parking lot is impervious. She wanted to know if the plan for the new project includes pervious parking, and he provided that he believes that project will decrease the impervious area and the ability to get water where it is supposed to go increases as a result of active design for the site. The amount of greenspace will also be increased.

Councilmember Kring next asked for clarification about the number of elevators in the project. Mr. Mesmer noted that there are several for access. He also noted that his team includes in all projects a created space where garbage trucks or moving trucks can be pulled in off of the street when they are on the property. That creates a covered bay to get large vehicles off of the street and creates the ability to load items at grade that makes access to the freight elevator easier. He indicated there were 3-4 elevators located throughout the project.

Councilmember Kring finally asked for a price range for the units. Mr. Mesmer explained that is a bit difficult to say because it will be about two years of construction before the project is ready for move in. Projections are a range of costs from \$1,568 for smaller one-bedroom units to \$2,800 for larger units. There will also be ten penthouse type units with higher rates.

Mayor Flora clarified that, when Mr. Mesmer spoke to other precedented projects, she would like him to be aware that the Council's policy does not guarantee that similar incentives will be approved, and that it doesn't set a precedent. Mr. Mesmer acknowledged the Mayor's comments and indicated that they used those previous projects as guideposts.

Mayor Flora also asked if the Green Globes certificate is a one globe rating and Mr. Mesmer confirmed that is correct. She noted that other projects he referenced earlier did have other components such as attainable housing, and she would like to see the sustainability piece revisited if the attainable housing piece is completely off the table. The Governing Body will do some balancing with Council priorities in conjunction with incentives, however if one is going to be cut entirely another should be beefed up some. Mr. Mesmer acknowledged that on the attainable housing side, they would plan to give the City funds for that piece, but those funds could be used instead by his team to shore up the sustainability piece more if that was the Council's preference.

Councilmember Ryherd asked if parking will be an extra fee, or if it is included in rent rates. Mr. Mesmer answered that one space is included in the rent to keep cars from parking on the street. A second space would be at a cost. Ms. Smith asked Mr. Mesmer how many total parking spaces would be included with the project. Mr. Mesmer provided that there were 446 in the covered parking structure, with more in the west side parking lot.

Councilmember Kring asked if there was a traffic study included, and Mr. Mesmer let her know they have gone through a parking study which has been fully vetted with the City during the preliminary development plan stage.

Councilmember Loudon asked what the breakdown of types of units is. Mr. Mesmer provided that there will be 28 smaller one-bedroom units; 157 larger one-bedroom units, 112 two-bedroom units, and 10 three-bedroom units.

Action Items

Acceptance of the June 5, 2024 Community Development Committee Minutes

Minutes of the June 5, 2024 Community Development Committee were provided to the Committee.

Councilmember Carpenter-Davis recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

2025 CARS Design Interlocal Agreement

Public Works Superintendent Brent Morton introduced an interlocal agreement with Prairie Village for the design of the 2025 CARS project, which is 63rd Street from Nall Ave. to Roe Ave. The project includes pavement repairs, a three-inch mill and overlay; new pavement markings; replacement of curb and gutter, spot replacement of sidewalks, and ADA ramps; and stormwater repairs. This agreement allows Mission to invoice Prairie Village for work once the design process is complete. The total design costs are \$32,466 which will be split evenly between the two cities. The project's estimated construction costs are \$720,000 with a 20% contingency. The interlocal comes with no costs, but provide the mechanism by which Mission can request reimbursement of design costs from Prairie Village.

Councilmember Chociej recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

Consent to the Enlargement of Johnson County Wastewater

City Administrator Laura Smith explained that there are a few homes in the north part of Mission that are not tied into the Johnson County Wastewater system and are on individual, private septic systems. Over the years Staff have spoken with residents in the area about tying into the wastewater sewer district at a cost, however it has been some time since those conversations happened. One of those properties has been sold and the existing home was demolished in anticipation of a new build. The new owner reached out to Johnson County Wastewater to explore options for tying into an existing sanitary sewer main adjacent to the property. Ms. Smith and Public Works Director Stephanie Boyce have looked at the area to see if other neighbors can be tied in at the same time, however it does that is feasible at this time. Staff can reengage with property owners on septic systems to determine if there is any interest in exploring conversion to public sanitary sewer system. In order to allow the property at 6011 W. 50th Street to come within the jurisdiction of Johnson County Wastewater, consent of Mission's City Council is required. All connection costs will be born by the property owner.

Councilmember Chociey asked what it would look like to include other houses that are currently on septic systems. Ms. Smith explained that 51% of the property owners would have to agree and sign a petition, and that the threshold has not been met in the past, mostly due to cost. Additionally, Johnson County Wastewater has spoken with people recently and those conversations can be ongoing.

Councilmember Loudon asked what the costs would be for that. Ms. Smith explained that the cost associated would require a new sanitary main, along with connecting from each property to the main. She had Mr. Scott speak to the topography of the area. He explained that he spoke with Johnson County Wastewater (JCW) when the treatment plant improvements began, since these properties are very close to the plant. JCW reached out to neighbors in the area for conversation and a survey about connecting at that time. There would be a cost for laying the main in the street, and a cost for connecting the homes to the main, and because of the topography of the area the main would be higher than the property which would require a grinder pump to be installed at the property. Maintenance of that pump would be the responsibility of the homeowner and the proposition gets very expensive between installation and maintenance.

Mayor Flora clarified that the homeowner is responsible for the line from their home to the main, and Ms. Smith and Mr. Scott confirmed that is correct.

Councilmember Kring asked if there are requirements upon selling a property that is on septic that it be moved to sewer. Ms. Smith explained that there are not, however oftentimes there are more stringent inspections to go through with a septic system. Mr. Scott also noted that any new construction must be on the sanitary sewer rather than septic.

Councilmember Loudon recommended this item be forwarded to the City Council for approval. All on the committee agreed, and this item will be on the consent agenda.

Discussion Items

Discussion of Considerations for a Tree Preservation and Protection Ordinance

Deputy City Administrator Justin Carroll introduced a proposal to draft a tree preservation and protection ordinance. Many cities in the area are talking about protecting the tree canopy in their area. Mission's Parks, Recreation + Tree and Sustainability Commission have also inquired or discussed policies for tree preservation and protection. Staff has researched and considered what others are doing along with soliciting specific information on the policies as well. Prior to a draft ordinance being prepared, Mr. Carroll wanted to bring forward several policy questions for discussion and guidance from the Governing Body. He reviewed what items are currently included in Mission's code relative to tree preservation and protection, noting that existing provisions are fairly limited to street trees, trees in public places, trees near utility lines, and those backing up to city parks. Additionally, there are some planting requirements for parking areas and landscaping within commercial development or redevelopment. Recent conversations have focused more on tree protection during building projects, how to remove trees, and tree replacement.

He began by talking about tree protection, which would require trees to be protected on site plans for both residential and commercial projects. Things are a bit trickier moving into tree removal. Currently tree removal requirements are pretty limited. Staff would like to beef up nuisance language related to trees and removal of dead trees or limbs to treat issues which are codes violations, something Staff receive calls about frequently. That issue has been addressed in other areas of the country that regulate removal in any way for any reason. That would require a permit for any tree removal for any reason. He believes that permitting removal of any tree requires an intensive staff effort and noted that no cities in the region have gone that far with their code language.

He then moved on to tree replacement requirements and noted that the question for discussion relates to whether Mission would require replacement of

any tree removed. He noted this is typically thought of in conjunction with a building project. Language can require a certain number of replacement trees depending on the number and size being removed. Currently in the region those replacement requirements are limited to building projects and are not imposed on homeowners who choose to take a tree down.

Councilmember Loudon asked what the benefit would be to homeowners obtaining a permit to remove a tree. Mr. Carroll noted that, depending on the structure of the ordinance, homeowners may not just be allowed to remove a tree. There could be certain parameters written in. That could also be a revenue generator or a way to track them. He believes that would create a lot of administrative work, however. Councilmember Loudon asked if that could also be to determine that a qualified tree company was being used and Mr. Carroll provided that could be a part of it as well. Staff could provide a vetted list of companies that have done work in the City. Councilmember Loudon voiced her concerns for cost, especially for neighbors on a fixed income having to pay for a permit for removal, pay for removal, and pay for a new tree to be planted. Mr. Carroll did note that tree removal of large trees could cause a nuisance ticket in the thousands of dollars by the time a homeowner complied with the citation. There is of course a safety concern to balance that, but the cost is large. Ms. Smith added that tree removal has historically been something the Mission Possible grant program could help with if the homeowner qualifies.

Councilmember Loudon stated that, if a code violation was written for a tree, information about companies who can help with removal and grant funding information should also accompany that violation notice. Tree companies could also be required to obtain an occupational license if desired. Councilmember Loudon asked if the big picture is to help manage the tree canopy and Mr. Carroll confirmed that. He added that avoiding clear cutting of entire lots during residential and commercial construction projects is sort of a driving force in this. Mr. Carroll and Ms. Smith pointed out that how and what is enforced is up to the Council to determine as guidance for writing of the policy by Staff.

Councilmember Ryherd asked would the Council want people who lose trees in storms be required to replace those trees. She also stated she is concerned about replacement requirements if a homeowner chooses to take down a tree. Ms. Smith confirmed that is a big decision point is making sure not to be creating a regulation that causes people to work around it or that is difficult to enforce. She feels like if the Council was inclined to incorporate language requiring replacement of any tree removed, language could be added to exempt trees

damaged or taken down by natural causes. She noted that residents and Evergy have talked quite a bit about neighbors who don't maintain a dead tree which makes them vulnerable to falling and causing power outages. Councilmember Ryherd supports the safety aspect.

Councilmember Kring likes the idea of educating about tree preservation, but she is not in favor of requiring permitting for residents. She is okay with doing so at project sites and on City property, but not at residential property. Mr. Carroll acknowledged that has not been required in the region.

Councilmember Carpenter-Davis added that she appreciates the work on this issue, and she agrees with Councilmember Kring that a lot of education will be needed on who is responsible for trees for newer residents who may not understand. She also is unsure about trying to add requirements to plant new trees when a tree comes down in areas along creek beds, where older trees fall. She also feels a lot of education should go into the policy. She also does not believe a lot of requirements for enforcement would be a valuable use of Staff time.

Councilmember Chociey believes that enforcement due to safety concerns is important. He agreed with Councilmember Carpenter-Davis that along creek banks where trees fall frequently, requiring replacement would be difficult. He would like a light touch with permitting and allowance of removals, but a focus on protecting trees, especially older trees, within commercial and multi-family development, would be beneficial. He also asked if there are issues aside from enforcement of dangerous trees that brought on the conversation. He asked if the Parks, Recreation & Tree Commission had asked for some action as well. Mr. Scott added that a requirement for a tree canopy ordinance came out of the newly adopted Comprehensive Plan. Councilmember Chociey likes looking at the carbon capture, and to add in non-invasive tree species without being heavy handed, especially on residents and homeowners.

Councilmember Haden Chomphosy asked if there was an idea of the volume of code enforcement requests that Staff receive related to tree or tree limb issues. Mr. Scott stated his staff has received an abundance of tree code enforcement requests, likely because of severe storms in the summer of 2023 where there were many trees and large tree limbs taken down that caused power outages and damage to property. Staff has some ability to address the tree under Mission's existing ordinances if the tree is in the right of way, but not if the tree is close to the home or in the backyard. Cost of tree removal is also an issue for

homeowners.

Ms. Smith stated that education needs to occur, and she believes that part of the problem is the trees not being cared for over time that causes them to weaken. That can be addressed with tree care education. She also acknowledged that there are trees on City property that should be cleaned up as well. Education around diversity of species and location of planting can help create a healthy tree canopy. Making smarter tree canopy choices will be beneficial. She also provided that the Parks, Recreation + Tree Commission and the Sustainability Commission both have interest in an Ordinance addressing these issues.

Mayor Flora commented that, related to tree protection and replacement in connection with construction projects, she would like that applied to residential and commercial projects. She believes that in the tear-down and rebuild at residential sites there are more trees cleared that have caused residents to worry.

Councilmember Schmid shared that a dead tree caused damage at his home from a property close to his home, and when the tree was taken down he saw how damaging a falling tree not being taken down safely can be to other trees, homes, animals, and people. He hopes that in the plan for education, the City will share the damage that large trees that fall can do. He believes this could help residents understand the safety issue and concerns.

Councilmember Carpenter-Davis noted that trees along Shawnee Mission Parkway are not being maintained by the Kansas Department of Transportation and should be to set the example for residents. She would like enforcement of those areas as well.

Councilmember Loudon stated that if an ordinance included a requirement for tree replacement, she would like to see the option of planting the tree in a city park or other greenspace if the resident did not want to plant another tree on their property.

Mr. Carroll asked for clarification that the Council's goals as he understands them are that education would be the largest component, with nuisance enforcement also receiving more attention, and that most efforts would be concentrated to residential and commercial building projects. The Committee confirmed his points.

Department Updates

Parks & Recreation Director Penn Almoney reminded the Committee that the Mission Summer Family Picnic will be held the upcoming Saturday at 6:00 p.m. with a laser light show at 9:30 p.m. and games, a hot dog dinner, ice pops, and a beer garden. Mayor Flora asked if misting tents can be set up to help with the forecasted heat.

Mr. Morton gave an update on the 2024 CARS project along Roe Avenue, which will begin on August 5. Roe will have to be closed for 5 days for stormwater installation, and that will reopen prior to school starting. He also updated on the 55th Street reconstruction, with pavement removals having begun that day. The pavement will be on the ground at that site in about 6 weeks.

Councilmember Loudon asked if backups happening along Lamar Ave. at I-35 due to the new stoplights is normal when a train is coming through, and Mr. Morton said it was. Traffic signals were warranted from the studies and were installed by the Unified Government of Wyandotte County, so the City didn't have much of a say in the timing or installation. An additional lane was recommended in the studies, but there wasn't any ability to pay for that by the Unified Government. Councilmember Chociey asked for extra traffic enforcement to help with detour routes through the neighborhood when Roe is closed.

Councilmember Kring mentioned that the public should drive by the new Rushton Elementary School to see the progress there. She also asked for an update on the rebuild of Popeye's. Mr. Scott told her that a contractor has been hired for demolition and is waiting for utility disconnections to happen. Councilmember Kring also asked Police Chief Dan Madden if the speed monitoring signs could be put up on Johnson Drive near Lamar Ave. as she believes that driver speeds are too high in that area. Chief Madden stated that they have a speed sensor that moves up and down Johnson Drive and he will see about getting it relocated to the area addressed by Councilmember Kring. Councilmember Ryherd noted she saw two speeding enforcements on her way to and from work which she was glad to see.

Ms. Smith reminded the Committee that there will be a tour of the newly built Rushton Elementary School on July 16. She also announced the Water Works Park ribbon cutting on August 6 at 4:00 p.m. That day will also be National Night Out for the Police Department, and more details will come for that event soon.



Meeting Close

There being no further business to come before the Committee, the meeting of the Community Development Committee was adjourned at 7:31 p.m.

Respectfully submitted,

Robyn L. Fulks, City Clerk

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	August 7, 2024
Community Development	From:	Brian Scott

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

RE: An Ordinance providing for a new chapter 675 to Title VI of Mission's Municipal Code establishing licensing and regulating the short-term rental of dwellings and dwelling units.

RECOMMENDATION: Approve the Ordinance providing for a new Chapter 675 to Title VI of the Municipal Code of the City of Mission, Kansas licensing and regulating the short-term rental of dwellings and dwelling units.

DETAILS: Short-term rentals, or vacation homes, have long been a popular option for families visiting destination places such as beach or mountain communities. However, in the past several years short-term rentals (STRs) have become a common option for all types of travelers including those on extended work assignments or in need of temporary housing. Consequently, STRs are becoming more prevalent in every city and neighborhood.

While the vast majority of renters are respectful of the dwelling they are renting and the neighborhood they are renting in, there have been instances where rentals have become a nuisance due to large gatherings, traffic, noise, and frequency of rentals. As a result, many cities across the country, including several in the metropolitan area, have developed STR regulations to control the location, number, frequency, and activity of short-term rentals to preserve the residential character of the neighborhood these rentals are often located in.

Based on conversations occurring in neighboring communities, and feedback from Mission residents, Council requested Staff evaluate the need for STR regulations in Mission. After reviewing additional information and researching further, a draft ordinance licensing and regulating STRs was presented to the Council at work session on May 22, 2024. Discussion at the work session led to several questions and follow-up items for Staff that resulted in a revised ordinance coming forward to a second work session on July 24, 2024. At the conclusion of the July work session, the City Council directed Staff to prepare this item for Council's consideration at the August 21, 2024 regular legislative session.

The proposed ordinance establishes a new Chapter 675 to Title VI of the Mission Municipal Code that provides for the licensing and regulation of STRs in the City of Mission. STRs are defined as dwellings or dwelling units that are rented for a period of 28 days or less. Key provisions of the ordinance include:

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

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	August 7,2024
Community Development	From:	Brian Scott

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

- Anyone who rents out a dwelling or dwelling unit as a STR must first submit an application and obtain a license from the City.
- Establishment of a license fee of \$500 for each STR property.
- Requirements that STRs must be for a **minimum** stay of two nights.
- Rentals cannot be used for gatherings, meetings, or any other kind of event that would allow third-party (non-renting) guests to attend.
- Occupancy for any STR is limited to two adults per bedroom and no more than ten (10) individuals total in the dwelling.
- The license is only applicable to the property being rented and is non-transferrable.
- A STR owner cannot hold more than two (2) licenses. Owners possessing more than two STR properties at the time the ordinance takes effect would be grandfathered in accordance with specific provisions included in the ordinance.
- The number of STR dwelling units per property is limited based on the underlying zoning of the property as follows:
 - *One (1) Dwelling Unit per parcel of property zoned R-1 (RP-1) Single Family Residential District or R-3 (RP-3) Town-House District.*
 - *Two (2) Dwelling Units per parcel of property zoned R-2 (RP-2) Two-Family Residential District or DND Downtown Neighborhood District.*
 - *Four (4) Dwelling Units per parcel of property zoned R-4 (RP-4) Garden Apartment District; R-6 (RP-6) High-Rise Apartment District; MS-1 and MS-2 Main Street District; or MXD Mixed-Use District.*
- Each owner must designate a Management Agent who resides within 40 miles of the property and who will regularly inspect the property, be responsible for its care and the actions of any renters, and to take service from the City for notices of any violations. The Owner may be the Management Agent if they meet the distance requirements.

In addition to these provisions, the proposed ordinance includes several specific duties and responsibilities of any owner which are intended to ensure the property is in a safe, habitable condition and to clearly communicate expectations surrounding impacts on the surrounding neighborhoods. To that end, any licensed STR owner must agree to:

- Complete a STR Safety Checklist attesting to the fact that the property meets the standards of the building safety code,
- Post the STR license number in the listing with on-line booking platforms as well as in the STR dwelling itself.

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

City of Mission	Item Number:	4.
ACTION ITEM SUMMARY	Date:	August 7,2024
Community Development	From:	Brian Scott

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

- Post the “Good Neighbor Policy” provided by the City in the dwelling as well as in any on-line listing.
- Clearly communicate that renters must obey all ordinances of the City, County, and State of Kansas.

As discussed during the work session, several cities that have adopted short-term rental license requirements use a software platform known as Granicus to help ensure host compliance. Granicus has the capability to search the websites of various booking service providers (i.e. Airbnb, VRBO, and HomeAway) to identify listings that are in Mission including address, single-family home vs. multi-family dwelling unit, number of bedrooms available, and nightly rate. This information, along with screenshots of the listings, is compiled into an on-line dashboard report provided to the City. The annual subscription for this service is based on a monthly average number of listings and is estimated at approximately \$3,000 for Mission. Based on Council feedback at the Committee meeting, Staff will purchase a Granicus subscription to help with enforcement of the STR licensing and rental ordinance.

The proposed effective date of the ordinance is January 1, 2025. This provides sufficient time for more accurate data to be collected on the existing STRs in Mission and will provide Staff the opportunity for communication and education for both owners and residents.

CFAA CONSIDERATIONS/IMPACTS: It is in the best interests of the health, safety and welfare of residents and visitors of all ages and abilities to regulate the short-term rental of dwellings and dwelling units in order to ensure safe and habitable housing options and to address the maintenance and sustainability of affordable housing.

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

CITY OF MISSION
ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR A NEW CHAPTER 675 TO TITLE VI OF THE MUNICIPAL CODE OF THE CITY OF MISSION, KANSAS LICENSING AND REGULATING THE SHORT-TERM RENTAL OF DWELLINGS AND DWELLING UNITS.

WHEREAS, the Governing Body of the City of Mission deems it to be in the best interests of the health, safety and welfare of the community to regulate the short-term rental of dwellings and dwelling units.

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

SECTION 1. That Title VI of the Municipal Code of the City of Mission, Kansas is hereby amended to add a new Chapter 675, Short-Term Rental Regulations, to read as follows:

675.010 – Purpose

The purpose of this Chapter is to outline regulations and requirements related to the use of residential or commercial properties as short-term rentals to ensure the health, safety and welfare of those occupying short-term rentals; to promote the protection of the neighborhood character and quality of life for surrounding properties; to balance the preservation of the existing housing stock in the city; limit nuisances created by short-term rentals; and promote affordable housing.

675.020 – Applicability

The provisions of this Chapter shall apply to all dwellings and dwelling units offered for rent or occupancy for a period of 28 consecutive days or less, including single-family dwellings, dwelling units in owner-occupied dwellings, multi-family dwelling units and dwelling units in commercial buildings.

675.030 – Definitions

DWELLING - A building or structure, or portion of a building or structure, designed for or used for human habitation.

DWELLING UNIT - Any room or group of rooms located within a dwelling and furnished for the accommodation of third-party guests.

HOTEL - Any building licensed as a Lodging Establishment under state law and containing six (6) or more guest rooms intended or designed to be used, rented

or hired out to be occupied or which are occupied for sleeping purposes by guests.

MANAGEMENT AGENT – The individual designated by the Owner to be the agent required by Section 675.070 of this Chapter. An Owner may also serve as a Management Agent.

OCCUPANCY (OCCUPY or OCCUPIED) - The act of living, sleeping, cooking, eating and/or having possession or control of a dwelling or dwelling unit.

OCCUPANT - Any person(s) living, sleeping, cooking, eating and/or having possession or control of a dwelling or dwelling unit.

OWNER - Any person who, alone, jointly or severally with others:

1. Has legal title to any Dwelling or Dwelling Unit with or without accompanying actual possession thereof; or
2. Has charge, care or control of any Dwelling, Dwelling Unit, or part thereof as agent or personal representative of the person having legal title to the Dwelling or part thereof.

PERSON – Owner of a Dwelling or Dwelling Unit and/or any individual, association, partnership, firm, or corporation acting as or on behalf of the Owner.

SHORT-TERM RENTAL (RENT, RENTS or RENTED) - To provide or to offer for occupancy a Dwelling or Dwelling Unit(s) to a non-owner or third-party guests for consideration, pursuant to a written, oral, or implied agreement for a period of 28 consecutive days or less. Short-term rental shall not include hotels.

SHORT-TERM RENTAL DWELLING - A Dwelling or Dwelling unit(s) used for human habitation and offered to a non-owner or third-party guests, for rent and/or occupancy. Short-term rental dwellings shall not include hotels.

SHORT TERM RENTAL LICENSE (LICENSE) - A license issued by the City permitting a Dwelling or Dwelling Unit(s) to be rented and/or occupied by a non-owner or third-party guests, subject to the terms of this Chapter. Hotels shall not be required to obtain a Short-Term Rental License.

675.040 – Short-Term Rental License Required

- A. No Person shall allow any Dwelling or Dwelling Unit to be rented or occupied by another for a period of 28 consecutive days or less without the Owner first obtaining a Short-Term Rental License under the terms of this Chapter. This requirement applies to any Person who allows or authorizes any short-term rental of individual room(s) within a Dwelling at the time this Chapter is implemented.

- B. One (1) Short-Term Rental License shall be issued for each parcel of property with a Dwelling or Dwelling Unit(s) for rent and shall be deemed to cover all such Dwelling Units for rent on the property under single or common ownership.
- C. The number of Dwelling Units per parcel of property permitted to be rented as Short-Term Rentals shall be limited as follows:
 - 1. One (1) Dwelling Unit per parcel of property zoned R-1 (RP-1) Single Family Residential District or R-3 (RP-3) Town-House District.
 - 2. Two (2) Dwelling Units per parcel of property zoned R-2 (RP-2) Two-Family Residential District or DND Downtown Neighborhood District.
 - 3. Four (4) Dwelling Units per parcel of property zoned R-4 (RP-4) Planned Garden Apartments District; R-6 (RP-6) High-Rise Apartment District; MS-1 and MS-2 Main Street District; MXD Mixed-Use District.
- D. No more than two (2) Short-Term Rental Licenses can be held by the same Owner at any given time in the City. In the event an Owner actively uses more than two (2) parcels of property as Short-Term Rentals at the time of this Ordinance's passage, that Owner may apply for Short-Term Rental Licenses for the additional parcels of property until the earlier of: (1) the Owner no longer owning the additional parcels of property, (2) the Owner no longer actively offering the additional parcels of property as Short-Term Rentals, or (3) the Owner allowing the Short-Term Rental License to expire without timely renewal. For purposes of this subsection 676.040 (D) only, each member, partner, shareholder, or director of an Owner entity shall be considered an "Owner."
- E. A Short-Term Rental License shall not be considered in place of or as a waiver of the requirement to obtain a Rental Dwelling License for Dwelling or Dwelling Unit(s) rented for a period of 29 consecutive days or more per Chapter 635 of the Mission Municipal Code.
- F. The City shall have authority to exercise its licensing powers under this Chapter including the power to issue, renew, deny, revoke and suspend a Short-Term Rental License with respect to the entire premises or only a specific Dwelling Unit(s) found to be in violation of this Code. Obtaining a Short-Term Rental License is a privilege and not a right.

675.050 – Application for Short-Term Rental License

- A. The Owner of a Dwelling or Dwelling Unit to be offered for Short-Term Rental shall first make written application to the City for a Short-Term Rental License to carry out the business of renting such Dwelling or Dwelling Unit as a Short-

Term Rental. Such application shall be made on a form furnished by the City for such purpose. Such application shall be signed by the Owner and Management Agent, or an individual authorized to sign on behalf of the Owner. Such application shall set forth the following information:

1. Owner's name, address, telephone number, driver's license number (including issuing state), and date of birth. A post office box is not acceptable as a mailing address for any such person.
 2. If the Owner is a partnership, the name of the partnership and the name, residence address, telephone number, driver's license number (including issuing state) and date of birth of the managing partner. A post office box is not acceptable as a mailing address for any such person.
 3. If the Owner is a corporation, the name and address of the corporation and the name, residence address, telephone number, driver's license number (including issuing state) and date of birth of the chief operating officer. A post office box is not acceptable as a mailing address for any such person.
 4. If the Owner is a limited liability company, the name and address of the limited liability company and the name, residence address, telephone number, driver's license number (including issuing state) and date of birth of the manager or president. A post office box is not acceptable as a mailing address for any such person.
 5. Name, address, telephone number, driver's license number (including issuing state), and date of birth of the Management Agent who shall fulfill the role of the Owner as provided in Section 675.070(B). A post office box is not acceptable as a mailing address for a Management Agent. To serve as a Management Agent, an individual must permanently reside no further than forty (40) road miles from the Dwelling or Dwelling Unit to be offered for Short-Term Rental.
 6. Address identifying location of the Dwelling or Dwelling Unit(s) to be offered for Short-Term Rental, number of Dwelling Units to be offered for short-term rental and number of bedrooms per unit.
- B. In addition to the application, the Owner and Management Agent of the Dwelling or Dwelling Unit(s) to be offered for Short-Term Rental shall also complete and sign a Short-Term Rental Safety Checklist attesting to whether the Dwelling or Dwelling Unit(s) meets provisions of the Building Safety Code as defined in the checklist.
- C. There shall be an annual license fee of \$ 500. No license shall be issued until this fee has been paid. The license fee is non-refundable. The license fee shall be prorated by the month in which application is made.

- D. The Short-Term Rental License is valid only for the Owner that submitted the application and cannot be transferred to another Person.
- E. Upon issuance of the Short-Term Rental License by the City, the Owner will place a copy of the Short-Term Rental License in a conspicuous location within the Dwelling or Dwelling Unit(s) to be rented as well as post the Short-Term Rental License number on the listing.
- F. At time of issuance of the Short-Term Rental License by the City, the City shall also provide the Short-Term Rental Good Neighbor Guidelines, which will be posted in a conspicuous location within the Dwelling or Dwelling Unit(s) to be rented. The City may update the Short-Term Rental Good Neighbor Guidelines from time to time and any updated Short-Term Rental Good Neighbor Guidelines must be posted in a conspicuous location within the Dwelling or Dwelling Unit(s) to be rented no later than thirty (30) days after the City issues the updated Short-Term Rental Good Neighbor Guidelines.
- G. The City will maintain a list of active Short-Term Rental Licenses identified by address of the Dwelling or Dwelling Units on its website.

675.060 – Expiration and Renewal

All Short-Term Rental Licenses issued under this Chapter shall be effective for the calendar year in which the License is issued only, beginning on January 1st and expiring on December 31st. In the event an individual receives a Short-Term Rental License after January 1st, that individual's Short Term Rental License shall be effective beginning on the date issued by the City and shall expire on December 31st of the same calendar year. Applicants wishing to renew their License shall apply for renewal by completing a new application for Short-Term Rental Licenses for the following year, to be submitted by October 1st. No renewal shall be granted without payment of the required annual license fee. No renewal shall be granted without meeting all the requirements of this Section.

675.070 – Duties of Owner

- A. The following standards and conditions must be met to hold a Short-Term Rental License under this Chapter:
 - 1. The Owner will have paid the required license fee.
 - 2. If the Owner is a partnership, limited liability company, or corporation, the licensee shall be required to register with the Secretary of State, if required by state law, and shall remain in good standing with the Kansas Secretary of State.
 - 3. The Owner and Management Agent will ensure that the Dwelling is not in a substandard condition, as defined in Section 635.110 of the Mission

Municipal Code including, but not limited to, the accumulation of weeds, vegetation, junk, debris or rubbish on the exterior of the premises so as to create a nuisance condition.

4. The Owner and Management Agent will ensure that the licensed Dwelling or Dwelling Unit(s) remain in compliance with any and all other applicable City Codes and Buildings Safety Codes.
 5. The Owner and Management Agent will post a copy of the License in a conspicuous location within the Dwelling or Dwelling Unit as well as posting the License number on the listing at such time as the premise is offered for rent.
 6. The Owner and Management Agent will post a copy of the “Short-Term Rental Good Neighbor Guidelines” provided by the City at the time the License is issued in a prominent place within the Dwelling or Dwelling Unit as well as posting such on the listing at the time the premises is offered for rent.
 7. The Owner and Management Agent will ensure that the Short-Term Rental Regulations outlined in Section 675.080 are upheld and will ultimately be responsible if not.
- B. The Owner of a Short Term Rental shall designate a Management Agent who shall:
1. Have direct management control and responsibility for the Dwelling or Dwelling Unit(s) in the absence of the Owner;
 2. Will personally inspect the interior and exterior of the Dwelling or Dwelling Unit(s) at least once a month;
 3. Be jointly and severally responsible with the Owner for compliance with all terms and conditions of this Chapter; and
 4. Accept service or process of all notices under this Chapter.
- C. Any Owner, Management Agent, or Occupant may invite the City to inspect any Short-Term Dwelling or Dwelling Unit to ensure compliance with this Chapter 675.

675.080 – Short-Term Rental Regulations

- A. The Short-Term Rental of a Dwelling or Dwelling Unit shall be subject to the following regulations:
1. A Short-Term Rental shall not be for less than two (2) consecutive nights.
 2. A Short-Term Rental Dwelling or Dwelling Unit cannot be used as a reception space, party space, meeting space, or for any other similar events open to non-occupant guests.
 3. No more than two (2) adults per bedroom with a maximum of ten (10) individuals total may be allowed to occupy a Short-Term Rental Dwelling.
 4. Occupants of a Short-Term Rental Dwelling or Dwelling Unit shall comply with Section 215.111- Disturbing the Peace - of the Mission Municipal Code.

5. Occupants of a Short-Term Rental Dwelling or Dwelling Unit shall comply with Section 215.113 - Nuisance Party - of the Mission Municipal Code.
6. Occupants of a Short-Term Rental Dwelling or Dwelling Unit shall obey all other municipal codes and laws of the county and state.

675.090 – Presumption of Ownership

For the enforcement of the provisions here, there shall be a prima facia presumption that the Owner of the premises shall be that Person, Persons, or entity as reflected on the most recent evidence of ownership for the real property on file with the Johnson County, Kansas Register of Deeds. The prima facia presumption of ownership shall be effective upon affidavit of an authorized agent or employee of the Johnson County, Kansas Register of Deeds, attesting that the deed or deeds attached thereto are a true and accurate copy of the official record, and are the most recent evidence of ownership for the described real property.

675.100 – Short-Term Rental License, Denial Suspension, Revocation, or Non-Renewal

- A. Failure to comply with the requirements as set forth in this Chapter shall be unlawful. If the City determines that any Short-Term Rental fails to comply with the provision of this Chapter, the City shall give notice of the violation. The notice shall provide:
 1. The specific reasons the licensee has failed to meet the provisions of this Chapter, including copies of applicable reports;
 2. That the City will deny, refuse to renew, revoke or suspend the license unless the Owner appeals the determination within fifteen (15) days after receipt of the notice in the manner provided in Section 675.110.
 3. That after any denial, non-renewal, revocation or suspension, the Short-Term Rental Dwelling or Dwelling Unit therein must be vacated and shall not be reoccupied until a License is issued after approval by the City; and
 4. A description of how an appeal may be filed under Section 675.120.
- B. In addition to the remedies identified in Subsection A of Section 675.100, the Owner and Management Agent may be charged in Municipal Court under Section 675.130 for violating provisions of Chapter 675.

675.110 - Notices

Whenever a notice is required to be sent to or served upon the Owner of a Short-Term Rental Dwelling or Dwelling Unit under this Chapter, notice shall be deemed sufficient if sent by first class mail to the Owner or Owner's Management Agent at the address specified in the last license application filed. If the Dwelling or Dwelling Unit(s) is not licensed pursuant to this Chapter, notice is deemed sufficient if sent by first class mail to the person listed for the purposes of paying

taxes on the property. Notices so mailed are sufficient whether received or returned.

675.120 – Appeal of Denial, Suspension, Revocation or Non-Renewal

- A. Any Person wishing to appeal the determination, denial, non-renewal, revocation or suspension of a License shall file a written notice of appeal with the City within thirty (30) days after the notice of denial, suspension, revocation non-renewal, revocation or suspension has been mailed. The notice of appeal shall contain a statement of the grounds for the appeal and shall be accompanied by a fee of one hundred dollars (\$100.00).
- B. The appeal will be heard by the Governing Body at a public hearing.
- C. The hearing will be held no later than forty-five (45) days after the receipt of the written notice of appeal.
- D. At the hearing, the Governing Body shall hear all relevant evidence and arguments. The Governing Body may admit and give effect to evidence that possesses value commonly accepted by reasonably prudent persons in the conduct of their affairs.
- E. The Governing Body shall render its decision in writing within fifteen (15) days after the close of the hearing. The decision shall determine whether the Dwelling or the Dwelling Unit(s) therein is in violation of this Chapter or any other municipal, state or federal code and shall specify the factual basis for the determination.
- F. The Governing Body may affirm, modify or reverse the action appealed.
- G. Notice of the final decision of the Governing Body shall be served upon the license holder or applicant.

675.130 – Violation and Penalty

- A. Any Owner and/or Management Agent found to be in violation of the provisions of Chapter shall severally for each such violation be guilty of a misdemeanor and shall be fined not more than one thousand dollars (\$1,000) or six months jail time, or both such fine and jail.
- B. The imposition of a penalty for any violation or noncompliance shall not excuse any violation, permit a violation to continue, or excuse any obligation to remedy any violation.

- C. The imposition of a penalty shall not prohibit any action by the City to enforce compliance, prevent a violation, or remedy a violation of this Chapter.
- D. Each day that violation occurs or is permitted to continue shall constitute a separate offense.
- E. Any such conviction under Section 675.130 shall result in immediate revocation of all Short-Term Rental License(s) owned or associated with the Owner or Management Agent. Any such conviction under this Section 675.130 shall be a basis for denying a future Short-Term Rental License in which the convicted party is listed as an Owner or Management Agent.

SECTION 2. Severability. If any one or more sections, subsections or other part of this Ordinance shall be declared invalid by a court of competent jurisdiction, it is the intent of the City that the remaining portions of the Ordinance shall remain effective. The City states that it would have enacted such remaining portions irrespective of the fact that one or more sections, subsections, or other part of the Ordinance have been held invalid.

SECTION 3. This Ordinance shall be in full force and effect on January 1, 2025; after its passage and publication as provided by law.

PASSED by the City Council this 21st day of August 2024.

APPROVED by the Mayor this 21st day of August 2024.

Solana Flora, Mayor

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM ONLY:

David K. Martin, City Attorney
Payne & Jones, Chartered
11000 King Street, King 2 Building
Overland Park, KS 66210

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	August 7,2024
Community Development	From:	Brian Scott

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

RE: An Ordinance providing for a new Section 215.113 to Article VI of Chapter 215 of Mission’s municipal code defining and prohibiting nuisance parties.

RECOMMENDATION: Approve the Ordinance providing for a new section 215.113 to Article VI of Chapter 215 of the Municipal Code of the City of Mission, Kansas prohibiting a nuisance party.

DETAILS: Due to the growing frequency of short-term rentals throughout the County and in the Kansas City metro area, the Council and Staff have been in discussions for the past few months about how best to regulate this use in Mission.

One of the concerns raised with short-term rentals (STRs) is that they often provide an opportunity for large gatherings and parties that can become a nuisance for surrounding neighbors. These gatherings can often result in excessive number of people, excessive vehicles or traffic, excessive noise, and even illicit activity. Because these nuisances are not exclusive to STR properties, the provisions were not incorporated into the STR licensing ordinance also being considered by the Council. Rather, Staff has prepared an ordinance for the City Council’s consideration defining and addressing specifically nuisance parties, whether associated with a STR or any other residential property in the City.

Nuisance parties are defined as a gathering of five (5) or more people on a residential property that result in any of the following activities:

- Unlawful sale of, furnishing, possession or consumption of alcoholic beverages
- Unlawful use or possession of marijuana or any drug or controlled substances
- Any activity that would constitute a violation of any of the provisions of Section 215.111 of the Mission Municipal Code pertaining to disturbing the peace
- Conduct which constitutes assault and battery
- Property damage
- Discharging firearms

The ordinance prohibits anyone that owns or is domiciled at a residence to permit such a party to occur. It also requires that those present at such a party, but not living or staying at the residence, leave upon the order of any law enforcement officer.

This ordinance should provide additional enforcement powers to the Police to address

Related Statute/City Ordinance:	Article VI, Chapter 215 of Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

City of Mission	Item Number:	5.
ACTION ITEM SUMMARY	Date:	August 7,2024
Community Development	From:	Brian Scott

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

issues with large gatherings that become a nuisance as well as help to limit the potential impacts of any STRs.

CFAA CONSIDERATIONS/IMPACTS: It is in the best interests of the health, safety and welfare of residents and visitors of all ages and abilities to protect the integrity and character of our neighborhoods, by providing clear guidance on how to address gatherings which could be deemed a nuisance.

Related Statute/City Ordinance:	Article VI, Chapter 215 of Mission Municipal Code
Line Item Code/Description:	NA
Available Budget:	NA

**CITY OF MISSION
ORDINANCE NO. ____**

AN ORDINANCE PROVIDING FOR A NEW SECTION 215.113 TO ARTICLE VI OF CHAPTER 215 OF THE MUNICIPAL CODE OF THE CITY OF MISSION, KANSAS PROHIBITING A NUISANCE PARTY

WHEREAS, the Governing Body of the City of Mission deems it to be in the best interests of the health, safety and welfare of the community to restrict social gatherings on residential property that can become a nuisance by the number of people present or the illegal actions that occur.

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

SECTION 1. That Title II, Chapter 215, Article VI of The Municipal Code of the City of Mission, Kansas is hereby amended to add a new Section 215.113, Nuisance Party, to read as follows:

215.113 Nuisance Party.

A. For the purpose of Section 215.113 the following words and phrases shall mean:

NUISANCE PARTY - A social gathering of five (5) or more people on residential property that results in any of the following occurring at the site of the gathering, on neighboring property, or on an adjacent public street:

- Unlawful sale of, furnishing, possession or consumption of alcoholic beverages; or
- Unlawful use or possession of marijuana or any drug or controlled substances; or
- Any activity that would constitute a violation of any of the provisions of Section 215.111 of the Mission Municipal Code pertaining to disturbing the peace; or
- Conduct which constitutes assault and battery; or
- Property damage; or
- Littering; or
- Outdoor urination or defecation in a place open to public view; or
- The standing or parking of vehicles in a manner that blocks driveway access, or which would prevent an emergency vehicle from passing; or
- Conduct that threatens injury to persons or damage to property; or
- Trespassing on adjacent or adjoining property; or
- Indecent exposure; or
- Setting of fireworks; or
- Discharging firearms.

PERMIT - To give permission to or allow by silent consent, by not prohibiting, or by failing to exercise control.

- B. It shall be unlawful for any owner or person having the right to possession of any residential premises, whether individually or jointly with others, to cause or permit a social gathering on the premises to become a nuisance party.
- C. It shall be unlawful for any person not domiciled at the site of the nuisance party to fail or refuse to leave the premises immediately after being told to leave by a police officer.
- D. Continuation of a nuisance party an hour or more after an order to disperse has been given by police shall constitute a separate violation of Section 215.13.

SECTION 2. If any one or more sections, subsections or other part of this Ordinance shall be declared invalid by a court of competent jurisdiction, it is the intent of the City that the remaining portions of the Ordinance shall remain effective. The City states that it would have enacted such remaining portions irrespective of the fact that one or more sections, subsections, or other part of the Ordinance have been held invalid.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED by the City Council this 21st day of August 2024.

APPROVED by the Mayor this 21st day of August 2024.

Solana Flora, Mayor

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM ONLY:

David K. Martin, City Attorney
Payne & Jones, Chartered
11000 King Street, King 2 Building
Overland Park, KS 66210

City of Mission	Item Number:	6.
ACTION ITEM SUMMARY	Date:	August 7, 2024
Public Works	From:	Stephanie Boyce

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

RE: Design Contract Award for Johnson Drive Traffic Signal Enhancements.

RECOMMENDATION: Approve a contract with Olsson for the design of the Johnson Drive Traffic Signal Enhancement Project in an amount not to exceed \$47,748.

DETAILS: On May 13, 2023, the City Council obligated grant funds for a Carbon Reduction Program Grant for the Johnson Drive Traffic Signal Enhancement Project. This project, in collaboration with the Mid-America Regional Council (MARC), will enhance the traffic signals on Johnson Drive from Broadmoor Street to Roe Avenue by installing network communications, pan-tilt zoom cameras and traffic signal controllers that will allow Johnson Drive to be part of the Operation Green Light program. The coordination of traffic signals helps to reduce unnecessary delays, improve traffic flow and reduce emissions that contribute to ozone pollution.

A Request for Qualifications was issued at the end of June 2024, with proposals due by July 12, 2024. A selection committee made up of City and MARC staff reviewed the submissions from Affinis Corp and Olsson, both of which have local experience with Operation Green Light and traffic signal enhancements. Although both firms demonstrated an understanding of the project requirements and possessed qualified staff, the committee found Olsson's proposal to be more detailed and their approach to the project more clearly articulated and ultimately selected Olsson to move forward in the process.

The total project cost, encompassing design, equipment, and installation, is \$197,380.00, with a local match requirement of \$39,480. The grant allocated \$48,580 for design, including design and construction services. Staff has negotiated a design cost of \$47,748 with Olsson for the traffic signal enhancements and recommends awarding the contract to Olsson.

CFAA CONSIDERATIONS/IMPACTS: This carbon reduction program grant will help reduce unnecessary delays, improve traffic flow and reduce emissions that contribute to ozone pollution for all users in the city and region.

Related Statute/City Ordinance:	NA
Line Item Code/Description:	Capital Improvement Fund
Available Budget:	\$



EXHIBIT C

SCOPE OF SERVICES: Johnson Drive Traffic Signal Improvements

Mission, Kansas

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES:

Olsson will provide design services (plans and specifications) for the installation of cameras, wireless communication devices, and controllers at the following intersections:

1. Johnson Drive and Broadmoor Street
2. Johnson Drive and Barkley Street
3. Johnson Drive and Lamar Avenue
4. Johnson Drive and Woodson Road
5. Johnson Drive and Nall Avenue
6. Johnson Drive and Roeland Drive / Ash Drive
7. Johnson Drive and Roe Avenue
8. Martway Street and Nall Avenue
9. Martway Street and Roe Avenue

Wireless backhaul equipment will be installed at the intersection of Johnson Drive with Metcalf Lane under coordination with the City of Overland Park, Kansas and Operation Green Light staff.

The project will be one bid package that will be slated for construction in the 2025 construction season.

GENERAL DESIGN REQUIREMENTS

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans.

Task I. Basemapping & Field Walkthrough

1.01 Basemap & Project Sheet Set-up – The Consultant will.

- A. Generate plan sheets using City provided GIS data and / or field survey data available from current information. Aerial imagery is desirable to convey new equipment installation reference points. Existing as-built information may be incorporated into basemap for improved clarity of existing infrastructure to be used to support installation of new equipment.

1.02 Data Collection – The Consultant will provide the following services.

- A. Complete a site visit to determine preferred and back-up locations for new equipment.

Task II. Preliminary Design

2.01 Develop preliminary plans (60%):

- A. Cover sheet
- B. General Notes
- C. General Layout
- D. Plan Sheets - Scale 1" = 20'
 - 1. Depicting plan view of each intersection, plans shall show pertinent existing equipment and proposed equipment to be installed.
- E. Standard Detail Sheets

2.02 Submit a PDF set of preliminary plans (60%) to City for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.

2.03 Preliminary cost estimate shall be furnished based on standardized itemized units of work and the experience and qualifications of Olsson's judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested. If required, project equipment may be changed or updated to accommodate ad-alternative plan sheets for materials which may questionably fit within the project budget, but are still desirable elements to be installed if allowable pending bid prices.

Task III. Final Design

3.01 Develop final plans and specifications:

- A. Address comments from City and KDOT Review
- B. Adjust plan layout as necessary, including potential for ad-alternate tables if required.
- C. Develop final quantity tables

3.02 Provide a detailed opinion of probable cost.

3.03 Provide PDF copy of the Office Check plans (90%) to the City.

3.04 Upon receipt of City comments on Office Check submittal, make necessary modifications and furnish a PDF copy of the Final plans (100%).

3.05 At the completion of the bid process, furnish to the City the CAD drawings of the project in AutoCAD format for the City's future use. The record contract documents for the project will be the original sealed drawings. In addition, furnish plans in .pdf. Specifications to be provided in PDF format.

- 3.06 Develop project special provisions for contract documents. Olsson will prepare special provisions to the specs as needed. It is assumed that the city will provide the front-end documents and Olsson will compile the contract documents for the project. Olsson will provide the bid form.

Task IV. Project Meetings & Project Management

- 4.01 Meetings
 - A. Attend kick-off meeting with City and KDOT.
 - B. Coordination meetings with the city.
 - C. Field Check meeting (on-site if needed), with the City and KDOT.
- 4.02 Project Management
 - A. Coordination with City
 - B. Monitor scope, schedule, and fee
 - C. QAQC Ensure the Olsson QAQC procedures are being followed at all milestones

Task V. Bidding

- 5.01 Bidding period services include:
 - A. Preparation of written addenda to the bidding documents as required and/or requested.
 - B. Attendance at pre-bid meeting.
 - C. Response to any Contractor questions.
 - D. Assistance to City in analysis of bid documents and making recommendations for award of the construction contract.
 - E. Preparation of bid tabulation in printed and MS Excel format.
 - F. Attend bid letting.

Task VI. Construction Period Services

- 6.01 Construction period services shall include:
 - A. Prepare for and attend preconstruction meeting including minutes.
 - B. Shop Drawing & Material Submittal Review.
 - C. Coordination with OGL Staff and Materials Testing Requirements/Results.
 - D. Answer contractor questions (RFI).
 - E. Plan Revisions (minor).
 - F. Field Visits to resolve issues.
 - G. Compile as built plans.

Compensation

Task I – Basemapping & Field Walkthrough	\$8,382.00
Task II – Preliminary Design	\$12,520.00
Task III – Final Design	\$8,129.00
Task IV – Project Meetings & Management	\$78,571.00
Task V – Bidding	\$3,735.00
Task VI – Construction Period Services	\$8,002.00
Expenses	<u>\$60.00</u>

TOTAL **\$47,748.00**

Schedule

The schedule is proposed as follows based on an August Notice to Proceed:

Schedule Item:	Period/Week:
Kick-off Meeting	9/9/2024
Basemap Plan Development	9/9/2024 – 10/7/2024
Field Investigation On-Site Meeting	10/7/2024
Preliminary Plan Development	10/7/2024 – 11/18/2024
Review Period	11/18/2024 – 12/16/2024
Final Plan Development	12/16/2024 – 1/13/2025
Review Period	1/13/2025 – 1/27/2025
Bid Plan Set	1/27/2025 – 2/3/2025

City Responsibilities

1. The City shall be responsible for providing GIS and Aerial imagery for plan backgrounds.
2. The City shall arrange the pre-bid and bid letting meetings.

Assumptions

1. Permitting with Evergy will be handled by the City for equipment to be installed on Evergy Equipment.
2. No services are expected to be required for additional traffic analysis.
3. Traffic control will be managed with standard details. No plans are required.
4. All signal poles are structural sound.
5. Existing conduits will be utilized for new cable. Field review of existing infrastructure will include visual inspection of equipment proposed for use to determine if it is feasible for new equipment to be installed.

Exclusions

1. Traffic Analysis
2. Rod and Proof of existing conduit systems.
3. Pot Holing, as no excavation is anticipated.
4. Utility Coordination, as no excavation is anticipated.
5. No Right-of-way acquisition is included.
6. Olsson will not be involved with direct land acquisition or appraisal proceedings.
7. Olsson will not design any utility relocation such as waterline, sanitary sewer line,

gas, phone, power, etc.

8. Olsson will not design irrigation for the project.
9. No inspections have been identified in association with any correction period that will be included in the construction contract.
10. Permitting
11. 3D visualization and graphics.
12. Structural design
13. Public meeting
14. Detour plan/
15. Traffic signal timing
16. KDOT coordination for traffic control

City of Mission	Item Number:	7.
ACTION ITEM SUMMARY	Date:	August 7, 2024
Community Development	From:	Stephanie Boyce

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

RE: Interlocal Agreement with Kansas Department of Transportation and City of Roeland Park and an Interlocal Agreement with the City of Roeland Park for the Northeast Johnson County Bike Share Program

RECOMMENDATION: Approve two Interlocal Agreements, one with the Kansas Department of Transportation (KDOT) and City of Roeland Park and one with the City of Roeland Park for the Northeast Johnson County Bike Share Program.

DETAILS: In mid-2023, the City of Mission and Roeland Park jointly applied for the Bike Share Program extension to introduce 30 e-bikes in Mission and 20 e-bikes in Roeland Park. This initiative aims to enhance mobility options, especially in northeast Johnson County, and integrate electric bikes (e-bikes) into our community. The application covers the cost of e-bikes, batteries, bike racks, wayfinding signage, promotional materials, and operation expenses for a period of five years.

This is a joint application with Roeland Park and Mission is the lead agency and project sponsor. The total project cost, including equipment, signage, promotional materials, and operations, is \$628,810. The local match required is \$125,760. Operation costs will be paid quarterly over five years. The City of Mission will enter an interlocal agreement with Roeland Park for project reimbursements.

There are two Interlocal Agreement under consideration. The first one specifies KDOT's policy and procedures for this project and the second one specifies that the City of Roeland Park will reimburse the City of Mission, the sponsor of this project for their portion of the project. The City of Roeland Park will approve the interlocal agreements at their August 5, 2024 council meeting.

Approval of the interlocal agreements will allow staff to move forward with the bidding process for the e-bikes, batteries, racks, and wayfinding signs associated with the Northeast Johnson County Bike Share Program.

CFAA CONSIDERATIONS/IMPACTS: Offering alternative means of transportation encourages walkability and accessibility for residents and visitors of all ages and abilities to access amenities and services in our community.

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

PROJECT NO. 46 N-0804-01
CRP-N080(401)
MARC TIP #347016

MISSION: BIKE SHARE IN VARIOUS LOCATIONS IN MISSION AND ROELAND PARK
CITY OF MISSION, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”), the **City of Mission, Kansas** (“Sponsor”), and the **City of Roeland Park, Kansas** (“Roeland Park”), **collectively**, the “Parties.”

RECITALS:

- A. The Mid-America Regional Council (MARC) has been designated by the states of Kansas and Missouri as the Metropolitan Planning Organization (MPO) for the bi-state Kansas City metropolitan region.
- B. The Sponsor has submitted a Project to MARC and MARC has approved Sponsor’s Project for receipt of Carbon Reduction Program (CRP) federal funds.
- C. The Sponsor agrees to sponsor the Project for the Bike Share program in northeast Johnson County, including Mission, Kansas, and Roeland Park, Kansas, as further described in this Agreement.
- D. The Secretary, the Sponsor, and Roeland are empowered by the laws of Kansas to enter into agreements for the development of such projects, and the Secretary is authorized to administer funds for such projects.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.
3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
5. **“CRP”** means the Carbon Reduction Program authorized under 23 U.S.C. § 175, funds to be used for activities for the reduction of transportation emissions and other eligible projects.
6. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
7. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
8. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
9. **“Federal Government”** means the United States of America and any executive department or agency thereof.
10. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
11. **Fiscal Year 2024”** means the twelve-month period used by the United States Federal Government for financial reporting and budgeting beginning on October 1, 2023, and ending on September 30, 2024.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“MARC”** means the Mid-America Regional Council, with its place of business at 600 Broadway, Suite 200, Kansas City, MO 64105.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, the Sponsor, and Roeland Park.

18. **“Project”** means the purchase of bikes for Bike Share in northeast Johnson, County, Kansas, including three hubs with 10 bikes each in Mission, Kansas and for two hubs with 10 bikes each in Roeland Park, Kansas, and is the subject of this Agreement.
19. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
20. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
21. **“Roeland Park”** means the City of Roeland Park, Kansas, with its place of business at 4600 W. 51st Street, Roeland Park, KS 66205.
22. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns, and KDOT, individually and collectively.
23. **“Sponsor”** means the City of Mission, Kansas, with its place of business at 4775 Lamar Avenue, Mission, KS 66202.
24. **“Urbanized Area”** means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the U.S. Secretary of Commerce.
25. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

Funding. The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The Sponsor agrees to notify KDOT promptly in writing if costs increase by 10% or greater over the estimate.

Party	Funding Source	Responsibility
Secretary	Federal Funds	80% of Participating Costs of the Project in Fiscal Year 2024 up to a maximum of \$503,050. The Secretary’s total contribution to Participating Costs shall not exceed \$503,050.

Sponsor	Local Match	<p>20% of Participating Costs of the Project until the Secretary’s funding limit is reached in Fiscal Year 2024.</p> <p>100% of Participating Costs exceeding the Secretary’s funding limit in the Secretary’s total contribution.</p> <p>100% of Costs of Right of Way, Utility adjustments, and Non-Participating Costs.</p>
Roeland Park	N/A	N/A

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the Federal Government to administer CRP funds.
2. **Fiscal Year Allocation.** The Secretary has allocated CRP funds from federal fiscal year (FFY) 2024 for the Project.
3. **Reimbursement Payments.** The Secretary agrees to reimburse the Sponsor for eighty percent (80%) of the total actual and eligible costs incurred by the Sponsor, but not to exceed \$503,050.00 for the Project, subject to any federal reduction in CRP funds. The Secretary shall not be responsible for the total actual costs that exceed \$628,812.50 for the Project. The Secretary agrees to make partial payments, for amounts not less than \$1,000 and no more frequently than monthly, to the Sponsor upon receipt of proper billings.
4. **Final Payment.** Any final amount due for the authorized work performed under this Project will be based upon the Sponsor’s most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of the Secretary’s Bureau of Fiscal Services.

ARTICLE IV

SPONSOR RESPONSIBILITIES:

1. **Incorporation of Project Application.** The Sponsor shall undertake and complete the Project and in accordance with the terms and conditions of this Agreement.
2. **Procurement.** The Sponsor shall undertake the purchase of materials related to the Project in accordance with the procedures established by the current K.S.A. 75-3739 *et seq.* and 49 C.F.R. 18.32, or the Sponsor’s procurement policies or regulations if such policies or regulations are approved by KDOT’s Bureau of Local Projects (BLP). The Secretary shall not be responsible for any obligations that the Sponsor has assumed with using the State of Kansas’ procurement procedures.

Furthermore, the Sponsor acknowledges and agrees its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.

3. **Meeting Requirements.** The Sponsor agrees, during the life of the Project, to attend any meetings requested by representatives of the Secretary or the MARC, if the Secretary deems such meetings to be necessary.

4. **Inspections.** Representatives of the Secretary or the MARC, if the Secretary deems necessary, may make periodic inspections of the Project and the records of the Sponsor as may be deemed necessary or desirable. The Sponsor will accomplish or direct or cause its subcontractors to accomplish any corrective action or work required by the Secretary's representatives as needed for federal participation. The Secretary does not undertake (for the benefit of the Sponsor, its subcontractors, or any third party) the duty to perform the day to day detailed monitoring of the Project, or to catch any errors, omissions, or deviations from the Project's scope of work by the Sponsor or its subcontractors.

5. **Reports.** The Sponsor shall advise the Secretary regarding the progress of the Project at such times and in such a manner as the Secretary may require, including, but not limited to, meetings, interim progress reports, summary of expenditures, and a detailed final report.

6. **Legal Authority.** The Sponsor agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

7. **Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Sponsor shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Sponsor, the Sponsor's agents, employees, or subcontractors. The Sponsor shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

8. **Financial Obligation.** The Sponsor will be responsible for twenty percent (20%) of the total actual costs incurred for the Project up to \$628,812.50. In addition, the Sponsor agrees to be responsible for one hundred percent (100%) of the total actual costs of the Project that exceed \$628,812.50. Further, the Sponsor agrees to be responsible for one hundred percent (100%) of all costs of items found not eligible for reimbursement by the Secretary.

9. **Project Costs Prior to FHWA Approval.** The Sponsor agrees to be responsible for one hundred percent (100%) of any Project costs incurred by the Sponsor for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

10. **Restricted Funding Source.** The Sponsor acknowledges and understands Secretary's share of the Project's total, actual, and eligible costs will be funded through the federal aid Carbon Reduction Program (CRP) Funds allocated to the Kansas City Urbanized Area. The Secretary does not

assume any liability in connection with the Project. The Sponsor shall reimburse the Secretary for any funds approved for this Project and expended by the Secretary for which the Secretary is not reimbursed by the Federal Government (Federal Aid CRP Funds).

11. **Davis-Bacon Act Requirements.** As provided at 23 U.S.C 175(g), all projects funded with CRP funding shall be treated as located on a Federal-aid highway. Accordingly, 23 U.S.C 113 applies, and Davis-Bacon wage rates must be paid. In general, Davis-Bacon requires that all laborers and mechanics employed by the applicant, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work on an award or project in excess of \$2000 funded directly by or assisted in whole or in part by funds made available under CRP shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA). For additional guidance on how to comply with DBA provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction> . See also <https://www.fhwa.dot.gov/construction/cqit/dbacon.cfm>.

12. **Billings and Reporting.** The Sponsor agrees to submit proper billings to the Secretary for amounts not less than one thousand dollars (\$1,000) and no more frequently than monthly. The Sponsor will submit progress reports on the Project, in a form acceptable to the Secretary, together with the billings. Further, if a final report is required for the Project, the Sponsor must submit such final report to the Secretary prior to the Sponsor’s receipt of final payment.

13. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary’s Chief of Fiscal Services.

14. **Annual Project Audit.** The Sponsor will participate and cooperate with the Secretary in an annual audit of the Project. If any such audits reveal payments have been made with federal funds by the Sponsor for items considered Non-Participating Costs, the Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

15. **Retention of Records.** The Sponsor shall maintain accounting records and other evidence pertaining to the costs incurred and to make the records available at its office at all reasonable times during the period of Agreement performance and for five (5) years thereafter. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Secretary, FHWA, U.S. Department of Transportation (USDOT), and Office of Inspector General, or their authorized representatives, and copies thereof shall be furnished if requested.

16. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the Sponsor shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Sponsor to any party outside of the Secretary and all costs incurred by the Sponsor not to be reimbursed by the Secretary for any phase or any other major expense associated with the Project.

17. **Cancellation by Sponsor.** If the Sponsor cancels the Project after receiving written approval from MARC, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The Sponsor agrees to reimburse the Secretary within thirty (30) days after receipt by the Sponsor of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

ROELAND PARK RESPONSIBILITIES:

1. **Inspections.** Representatives of the Secretary or the MARC, if the Secretary deems necessary, may make periodic inspections of the Project as may be deemed necessary or desirable. The Sponsor will accomplish or direct or cause its subcontractors to accomplish any corrective action or work required by the Secretary's representatives as needed for federal participation. The Secretary does not undertake (for the benefit of Roeland Park, the Sponsor, their subcontractors, or any third party) the duty to perform the day-to-day detailed monitoring of the Project, or to catch any errors, omissions, or deviations from the Project's scope of work by the Sponsor or its subcontractors.

2. **Legal Authority.** Roeland Park agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, Roeland Park shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by Roeland Park, the Roeland Park's agents, employees, or subcontractors. Roeland Park shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Project Costs Prior to FHWA Approval.** Roeland Park acknowledges and understands that the Sponsor shall be responsible for one hundred percent (100%) of any Project costs incurred by the Sponsor for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

5. **Restricted Funding Source.** Roeland Park acknowledges and understands Secretary's share of the Project's total, actual, and eligible costs will be funded through the federal aid Carbon Reduction Program (CRP) Funds allocated to the Kansas City Urbanized Area. The Secretary does not assume any liability in connection with the Project.

ARTICLE VI

GENERAL FEDERAL REQUIREMENTS:

1. **Anti-Lobbying.** If the total value of this agreement exceeds one hundred thousand dollars (\$100,000.00), a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment will be included to this Agreement and be attached and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.
2. **FHWA Approval.** This Agreement is subject to the approval of the Federal Highway Administration (FHWA).
3. **Debarment & Suspension.** If the value of this Agreement exceeds twenty-five thousand dollars (\$25,000.00), it is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the Sponsor and Roeland Park verify that neither they, nor their agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec.Orders No. 12549 and 12689; 2 C.F.R. § 200.213.
4. **System for Award Management.** The Sponsor has registered with the System for Award Management (<http://www.sam.gov/>), which provides a Unique Entity Identifier (SAM). The Sponsor shall maintain such registration at all times during which it has active federal awards.
5. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.
6. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such

telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

7. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the Sponsor agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the Sponsor for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the Sponsor’s most recent Single or Program Specific Audit Report “(Audit Report”) available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The Sponsor, by executing this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The Sponsor agrees to refund payment made by the Secretary to the Sponsor for items subsequently found to be not eligible for reimbursement by audit.

(c) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the Sponsor will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the Sponsor for items considered Non-Participating Costs, the Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE VI

GENERAL PROVISIONS:

1. **Amendments.** Any change in this Agreement, whether by modification and/or supplementation must be accomplished by a formal contract amendment or supplement signed and approved by the duly authorized representatives of Roeland Park, the Sponsor, and the Secretary.

2. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement between the Sponsor

and Roeland Park regarding this Project, the agreement estimate for Construction Engineering services (if applicable) and other Attachments (Index provides List of Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

3. **Controlling Document.** If any provision of any agreement, plan, program, policy, arrangement, or other written document between the Parties and relating to the Project conflicts with any provision of this Agreement, the provision of this Agreement shall control and prevail.

4. **FHWA Approval.** Decisions as to what Project costs are federal Participating Costs will be made in accordance with the requirements of the FHWA.

5. **Civil Rights Act.** The Civil Rights Act Attachment, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

7. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the Sponsor, and Roeland Park and their successors in office.

9. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. **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.

11. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

SPONSOR:

ATTEST:

THE CITY OF MISSION, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

ATTEST:

THE CITY OF ROELAND PARK, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form

INDEX OF ATTACHMENTS:

Civil Rights Act Attachment
Contractual Provisions Attachment (Form DA-146a)
Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSION, KANSAS,
AND THE CITY OF ROELAND PARK, KANSAS, FOR THE BIKE SHARE IN
NORTHEAST JOHNSON COUNTY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of Mission, Kansas (hereinafter "Mission") and the **City of Roeland Park, Kansas** (hereinafter "Roeland Park"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter Mission and Roeland Park may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to purchase certain e-bikes, batteries, bike hubs and wayfinding signs and enter into a maintenance and operations contract for 5 years as part of **the bike share program through Bike Share KC**, as such improvements are hereinafter described and defined as the Improvements.

WHEREAS, the Parties have also jointly applied to Mid-American Regions Council ("MARC") for funding through a Federal Safe Streets and Roads for All pursuant to which the Improvements constitute an eligible project under the Safe Streets and Roads for All Program ("SS4A");

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 which authorizes any municipality to contract with any other municipality to perform any government service, activity or undertaking that each contracting municipality is authorized by law to perform;

WHEREAS, the Governing Body of Mission did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20__; and

WHEREAS, the Governing Body of Roeland Park did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20__.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of purchasing e-bikes, racks, and wayfinding signs, as part of the Bike Share in Northeast Johnson County, in addition to operations and maintenance (collectively, the "Improvements").
2. ESTIMATED PROJECT COST.
 - A. As of the date of this Agreement, the estimated cost to purchase the e-bikes, hubs, batteries and wayfinding signs and maintenance and operations for five years for the Bike Share program covered by this Agreement is six hundred twenty-eight thousand eight hundred ten dollars (\$628,810).
 - B. The cost of making the Improvements shall include:
 - (1) Materials for the improvements including e-bikes, batteries, bike racks and wayfinding signs; and

- (2) Maintenance and operations of the e-bikes for 5 years.
- C. Pursuant to the SS4A Agreement, the Parties anticipate receipt of SS4A funding in the amount of five hundred three thousand fifty dollars (\$503,050)(City split Mission- \$301,830, Roeland Park- \$201,220) to help pay a portion of the cost of the Improvements. Notwithstanding anything in this Agreement to the contrary, in the event such funding is not made available for the Improvements, then either Mission or Roeland Park may terminate this Agreement upon written notice to the other of them.
- D. The remaining cost of making the said Improvements shall be distributed between the Parties as follows:
 - (1) Mission shall pay sixty percent (**60%**) (the "Mission Percentage Share") of the local share balance of said Improvements (estimated as of the date of this Agreement to be **\$75,456** after application of SS4A funds).
 - (2) Roeland Park shall pay forty percent (**40%**) (the "Roeland Park Percentage Share") of the local share balance (after application of SS4A funds) of said Improvements (estimated as of the date of this Agreement to be **\$50,304** after application of SS4A funds).
3. FINANCING. Mission and Roeland Park shall each pay its portion of the cost with monies budgeted and appropriated funds.
4. MISSION ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two separate municipalities included within the proposed Improvements, it would be beneficial for one of the municipalities to have primary responsibility for the project so as to provide for the orderly design and construction of the Improvements. However, both municipalities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvements shall be constructed, and the work administered by Mission acting by and through the Mission Director of Public Works (hereinafter the "PW Director"), who shall be the principal public official designated to administer the Improvements. The PW Director shall, among his or her several duties and responsibilities, assume and perform the following:
 - A. Make all contracts for the Improvements, including soliciting bids by publication in the official newspaper of Mission. In the solicitation of bids, the most favorable bid shall be determined by Mission administering the project and the Governing Body of Mission approving the lowest responsible bidder for the project, except that the Governing Body of Roeland Park reserve the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvements, then either Mission or Roeland Park shall have the right to reject the bid. In such case, the project shall be rebid at a later date.
 - C. Upon completion of the Improvements, the PW Director shall submit to Roeland Park a final accounting of all costs incurred in making the Improvements for the purpose of apportioning the same among the Parties as provided herein.
5. REIMBURSEMENT OF COSTS. Mission will pay all project costs owed to any Contractor, as those costs become due. Mission shall submit to Roeland Park on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the Improvements for the month

immediately preceding the month the statement of costs is received along with any supporting documentation that substantiates such costs; provided that Roeland Park shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit the Roeland Park Percentage Share of the accrued costs to Mission.

6. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of Mission which may arise after completion of the Improvements as set forth in Section 4, Paragraph F, above, this Agreement shall exist until the completion of the Improvements. Upon completion of the Project, Mission shall notify Roeland Park of the completion in writing. Roeland Park, as soon thereafter as reasonably possible, shall inspect the work, and if it determines it is satisfactory, shall so notify Mission in writing; upon such notification, Roeland Park shall have no further obligation under this Agreement and this Agreement shall be deemed terminated. In the event Roeland Park fail to so notify Mission within thirty (30) after completion of its acceptance or rejection of the work, the work shall be deemed accepted.
7. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for its official records.
7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
8. JURISDICTION; NATURE OF THE AGREEMENT. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction. The Parties understand this contract is a contract between municipalities authorized pursuant to K.S.A. 12-2908 and is therefore not an interlocal cooperation agreement under the provisions of K.S.A. 12-2901 et seq..
9. CASH BASIS AND BUDGET LAWS. The right of the Parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1100 et seq.), the Budget Law (K.S.A. 79-2935 et seq.), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the Parties shall at all times remain in conformity with such laws.
10. AMENDMENT TO CARRY OUT INTENT. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement, to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement; provided, however, nothing herein is intended to bind a future governing body of the Parties in a manner prohibited by the laws of the State of Kansas.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

CITY OF MISSION, KANSAS

By: _____
Solana Flora, Mayor

ATTEST:

Robyn Fulks, City Clerk

APPROVED AS TO FORM:

David Martin, City Attorney

CITY OF ROELAND PARK, KANSAS

By: _____
Michael Poppa, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steve Mauer, City Attorney

City of Mission	Item Number:	8.
ACTION ITEM SUMMARY	Date:	August 7, 2024
Public Works	From:	Brent Morton

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

RE: Task Order Award for Localized Stormwater Projects

RECOMMENDATION: Approve a task order with GBA for design of the 2024-2025 Localized Stormwater Projects (6347 W 49th St and 6334 W 50th St.) (Hodges Dr and 61st Terrace) project in an amount not to exceed \$149,266.00.

DETAILS: During discussion and development of the Stormwater CIP program in recent years, Staff recommended two distinct funding streams to address repair and maintenance projects. The first stream, totaling approximately \$150,000 annually, aims to promptly address urgent issues such as sinkholes or system failures. Another \$250,000 was allocated annually to begin proactively tackling neighborhood level stormwater maintenance projects. This allocation primarily focuses on planned CMP replacements, some of which are linked with street projects, and offers flexibility to address persistent stormwater challenges in neighborhoods and other areas of the City.

The 2024 CIP Stormwater Program included approximately \$355,000 earmarked to ensure timely execution of repairs to aging infrastructure. These funds included design and construction services. The localized stormwater projects currently under construction now were ranked 1, 2, 3, 7 in a [presentation given in April 2023](#). Staff is recommending approval of a task order to begin design for the next round of projects (ranked 4, and 5).

Hodges Dr and 61st Terrace

- Fourth ranked project
- Design involves installing stormwater infrastructure including partial driveway replacement, 1 new area inlet, and new pipe since currently runoff in this area drains directly onto the public Right-of-Way (ROW).

6347 W 49th St and 6334 W 50th St

- Fifth ranked project
- Design involves installing new stormwater infrastructure at these locations which are east of Apollo Gardens which currently has no infrastructure in place.
- The lack of current infrastructure creates numerous downstream impacts at these locations.

The attached Task Order with GBA includes design services (survey, roadway,

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	22-61-407-05
Available Budget:	\$149,266.00

City of Mission	Item Number:	8.
ACTION ITEM SUMMARY	Date:	August 7, 2024
Public Works	From:	Brent Morton

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

stormwater), utility coordination, easement acquisition, project management, and bid and construction phase services in an amount not to exceed \$149,266.00.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	22-61-407-05
Available Budget:	\$149,266.00



July 26, 2024

Mr. Brent Morton
Superintendent Public Works
4775 Lamar Ave.
Mission, KS 66202

SUBJECT: 2025 Storm Sewer Modifications

Dear Brent:

As requested, GBA has prepared this letter proposal to provide the on-call design services below for the City of Mission 2025 Storm Sewer Modifications. These services will be provided as a separate task order under GBA's current Master Agreement for on-call engineering services with the City, which became effective on January 1, 2024.

SCOPE OF SERVICES

To complete the required services for the project, it is anticipated that GBA personnel will need to provide the following engineering services:

1) Project Administration

- a) Project Management, Supervision, and Coordination (assumes 8 months)
- b) Project Invoicing and Progress Reporting (8 months)
- c) Kickoff Meeting, Progress Meetings (3 meetings)
- d) Site Visit (2 people)

2) Survey

- a) Site Control
- b) Topographic survey
- c) Utilities and invert structures
- d) Property
- e) Topographic basemap
- f) Property basemap (title work for 11 parcels)
- g) Easements (Legal Description and 8 Exhibits for 4 Tracts)
- h) Coordination
- i) QA/QC

3) Conceptual Alternative Evaluation & 30% Preliminary Design

- a) Design Planimetrics (Curb, Entrances, Storm Sewer, and Construction Limits)
- b) 3D Modelling (Storm Sewer, Entrances)
- c) Preliminary storm sewer analysis (2 options)
- d) Grading and inlet options
- e) Title Sheet
- f) Recap of Quantities Sheet
- g) Storm Plan-Profile Sheets (3 sheets)
- h) QA/QC
- i) Preliminary Quantities and Estimate
- j) Submit Field Check Plans to City for review

4) 100% Final Design

- a) Update Design Planimetrics (Curb, Entrances, Storm Sewer, and Construction Limits)
- b) Finalize Storm Sewer Analysis
- c) Finalize Grading and Inlet Design
- d) Outlet Protection Design
- e) Finalize 3D Modelling (Storm Sewer)
- f) Title Sheet
- g) General Notes Sheet
- h) Quantities Sheets
- i) Reference - Coordinate Point Sheet
- j) Storm Plan-Profile Sheets (3 sheets)
- k) Erosion Control Sheets (3 sheets)
- l) Standard Construction Detail Sheets - 4 sheets
- m) Grading Plan Sheets - 3 sheets
- n) Temporary traffic control standards
- o) QA/QC
- p) Finalize Quantities and Estimate
- q) Submit plans to City for review
- r) Meet with City to discuss comments
- s) Revise plans for up to one round of City comments
- t) Submit signed/sealed plans

5) Utility Coordination

- a) Preliminary Design Coordination - Establish Utility Contact List
- b) Coordinate surveyed utilities with owners
- c) Utility Coordination Meeting #1
- d) Final Design Coordination - Conflict Analysis
- e) Utility Coordination Meeting #2
- f) Relocation Design Coordination Meetings (assumes 3 meetings)
- g) Develop Status of Utilities Report

6) Subconsultant Services

- a) Utilisafe – Utility potholing

7) Post Design

- a) Prepare Contract Documents
- b) Attend Pre-bid meeting
- c) Provide Bid Addenda (2)
- d) Review Bids / Provide Sealed Estimate
- e) Attend Pre-construction meeting and address contractor questions from the meeting
- f) Shop Drawing Submittal Reviews (Concrete Mix Design, Storm Structures)
- g) Design Clarifications during Construction
- h) Prepare Record drawings

SCHEDULE

Unless circumstances arise beyond reasonable control, GBA personnel will commit to completing these survey and engineering design services for 2025 construction.

PROPOSED FEES

GBA will complete the project work tasks described in the above listed Scope of Services on an hourly rate plus expenses basis. Invoices will be submitted for all work completed during each previous month, including an itemized task summary as required by the City staff, and will become due and payable within thirty (30) days.

Our anticipated fees to provide these survey and engineering services are expected to be approximately one hundred forty-nine thousand two hundred sixty-six dollars (\$149,266.00).

We appreciate the opportunity to serve you and the City on this very important project. If you agree with the project scopes, schedules, and fees, please sign the following project authorization form and return the original back to GBA at our attention.

Respectfully submitted,

GEORGE BUTLER ASSOCIATES, INC.



Aaron Frits, P.E.
Principal



Lucas Rosenbaum, P.E.
Project Manager

I hereby authorize George Butler Associates, Inc. (GBA) to perform the tasks in the above listed Scope of Services. I acknowledge and agree with the listed project schedule and fee. I further agree to pay the monthly invoices from GBA for the services provided within thirty days of receipt.

Authorized by: _____

Title: _____

Date: _____



Scope of Services
2025 Storm Sewer Modifications
Mission, KS

CLASSIFICATION	PRIN	ASC	PROJ	SPC	PAES	DAES	SAES	STEC	SSSP	OPSS	SP2	SPT	PT	AA1	TOTAL HOURS	EXPENSES	COST
1 Task 001 (Administration, Coordination, Meetings & QC)																	
101 Project Management, Supervision, and Coordination (assume 8 months)	2	4													18	\$	3,624.00
102 Project Invoicing and Progress Reporting (8 months)															10	\$	2,376.00
103 Kickoff Meeting, Progress Meetings (3 meetings)	3														10	\$	1,888.00
104 Site work (2 parcels)	2	2													50	\$	60.00
Subtotal	7	6	0	0	24	0	0	0	0	0	0	0	0	10	88	\$	8,738.00
2 Task 002 (Survey)																	
201 Title Control															12	\$	25.00
202 Topographic survey															10	\$	21,000.00
203 Utilities and street structures															22	\$	47,000.00
204 Property															20	\$	4,000.00
205 Topographic base map															20	\$	2,000.00
206 Property base map (8th work for 11 parcels)															50	\$	13,188.00
207 Easements, Legal Description and E Easements for 4 Tracts															24	\$	3,600.00
208 Coordination															8	\$	1,632.00
209 CDDC															8	\$	1,272.00
Subtotal	0	0	0	0	0	0	0	0	18	0	84	92	0	0	204	\$	51,988.00
3 Task 003 (Conceptual Alternatives Evaluation & 30% Preliminary Design)																	
301 Design Plan/Methods (Curb, Entrances, Storm Sewer, and Construction Limits)															16	\$	2,400.00
302 3D Modeling (Storm Sewer, Entrances)															24	\$	3,576.00
303 Preliminary storm sewer analysis (2 options)															48	\$	8,160.00
304 Grading and site options															16	\$	2,400.00
305 Title Sheet															2	\$	310.00
306 Record of Quantities Sheet															2	\$	310.00
307 Storm Plan-Profile Sheets (2 sheets)															20	\$	2,960.00
308 GAOG															24	\$	5,228.00
309 Preliminary Quantities and Estimate															20	\$	31,700.00
310 (Submit Final) Check Plans to City for review															3	\$	482.00
Subtotal	0	30	0	0	1	144	34	0	0	0	0	0	0	0	175	\$	59,512.00
4 Task 004 (30% Final Design)																	
401 Utility Design Plan/Methods (Curb, Entrances, Storm Sewer, and Construction Limits)															8	\$	1,200.00
402 Finalize Storm Sewer Analysis															28	\$	4,200.00
403 Finalize Grading and Final Design															8	\$	1,420.00
404 Detail Protection Design															8	\$	1,176.00
405 Finalize 3D Modeling (Storm Sewer)															16	\$	2,336.00
406 Title Sheet															2	\$	310.00
407 General Notes Sheet															4	\$	620.00
408 Quantities Sheet															2	\$	310.00
409 Preliminary - Coordinate Point Sheet															2	\$	310.00
410 Storm Plan-Profile Sheets (2 sheets)															12	\$	1,760.00
411 Easement Conflict Sheets (2 sheets)															12	\$	1,800.00
412 Standard Construction Detail Sheets - 4 sheets															8	\$	1,240.00
413 Grading Plan Sheets - 4 sheets															10	\$	1,510.00
414 Temporary traffic control standards															8	\$	1,736.00
415 GAOG															20	\$	3,916.00
416 Preliminary Quantities and Estimate															14	\$	2,416.00
417 Submit plans to City for review															3	\$	482.00
418 Meet with City to discuss comments															4	\$	624.00
419 Revise plans for up to one round of City comments															10	\$	1,736.00
420 Submit approved/revise plans															5	\$	970.00
Subtotal	0	25	8	0	12	122	18	0	0	0	0	0	0	0	182	\$	30,586.00
5 Task 005 (Utility Coordination)																	
501 Preliminary Design Coordination - Establish Utility Contact List															8	\$	1,420.00
502 Coordinate surveyed address with utilities															10	\$	1,710.00
503 Utility Coordination Meeting #1															8	\$	1,174.00
504 Final Design Coordination - Conflict Analysis															20	\$	3,314.00
505 Utility Coordination Meeting #2															8	\$	1,174.00
506 Relocation Design Coordination Meetings (assume 3 meetings)															18	\$	3,322.00
507 Opening Status of Utility Record															12	\$	2,220.00
Subtotal	0	20	0	0	12	48	0	0	0	0	0	0	0	0	89	\$	18,804.00
6 Task 006 (Subcontractant Services)																	
601 (Contract) Utility Relocating															0	\$	10,000.00
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	10,000.00
7 Task 007 (Post Design)																	
701 Prepare Contract Documents															16	\$	2,970.00
702 Admin Pre-bid meeting															8	\$	1,710.00
703 Provide Bid Abstracts (2)															10	\$	1,657.00
704 Review Bid / Provide Release Estimate															1	\$	65.00
705 Attend Pre-construction meeting and address contractor questions															8	\$	91.00
706 Shop Drawing Submittal Review (Concrete Mix Design, Storm Structures)															10	\$	1,760.00
707 Change Clarification during construction															14	\$	2,414.00
708 Prepare Record drawings															9	\$	1,454.00
Subtotal	0	18	0	0	9	90	0	0	0	0	0	0	0	0	77	\$	14,438.00
TOTAL (Tasks 1 - 7)	2	36	8	0	70	339	42	0	18	0	84	92	0	10	769	\$	149,266.00
GRAND TOTAL (Tasks 1-7)																	\$ 149,266.00

- Excluded services:**
- 1 Structural evaluation of existing walls
 - 2 Shop drawing review of Temporary Traffic Control items
 - 3 Traffic analysis of temporary traffic control conditions
 - 4 Public Meetings or Council Meetings
- Assumptions:**
- 1 All deliverables will be electronic (PDF)
 - 2 No personnel payment meeting plans or temporary traffic control plans will be provided
 - 3 Temporary traffic control will be as a lump sum, with no itemized quantity tables provided
 - 4 City will provide updated Contract Document templates
 - 5 Deleted surveys for out-of-state/foreign resources and endangered species are not anticipated; however, GBA can perform these surveys as an Additional Service, if necessary
 - 6 City to obtain any Public meeting information
 - 7 Contractor will ensure EROWPP and MCT
 - 8 Payment Marking and Signage plans will be excluded
 - 9 Street design will be provided in-kind