



**REGULAR MEETING AGENDA**  
**Wednesday, December 18, 2024 at 7:00 p.m.**

**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>.*

*If you require any accommodations (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify the Administrative Office at 913-676-8350 no later than 24 hours prior to the beginning of the meeting.*

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**1. PUBLIC HEARINGS**

- 1a. 5665 Foxridge – Tax Increment Financing Redevelopment Project Plan (**Note: Public Hearing will be opened and continued to January 15, 2025. No packet materials are included.**)
- 1b. Public Hearing on 2024 Budget Amendments ([page 5](#))

**2. SPECIAL PRESENTATIONS**

**3. ISSUANCE OF NOTES AND BONDS**

**4. CONSENT AGENDA**

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

**CONSENT AGENDA - GENERAL**

- 4a. [Minutes of the November 20, 2024 City Council Meeting](#)

**CONSENT AGENDA - Finance & Administration Committee**

[Finance & Administration Committee Meeting Packet December 10, 2024](#)

[Finance & Administration Committee Meeting Minutes December 10, 2024](#)

- 4b. Mission Mart Shopping Center CID Funding Agreement
- 4c. Legislative Priorities
- 4d. 2024 Budget Amendment
- 4e. CMB Renewals
- 4f. Drug and Alcohol Council Recommendation
- 4g. 2025 Human Service Fund Allocation
- 4h. Facility Custodial Services Contract Award

**CONSENT AGENDA - Community Development Committee**

[Community Development Committee Meeting Packet December 10, 2024](#)

[Community Development Committee Meeting Minutes December 10, 2024](#)

- 4i. Revisions to the Mission Municipal Code Section 320 – Parking of Commercial and Recreational Vehicles
- 4j. Award On-Call Engineering Consultants
- 4k. Mowing Contract Renewal
- 4l. Parking Agreement for Park-and-Ride Lot (Martway)

**5. PUBLIC COMMENTS**

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

**Miscellaneous**

**7. COMMITTEE REPORTS**

**Finance & Administration, Brian Schmid**

[Finance & Administration Committee Meeting Packet December 10, 2024](#)

[Finance & Administration Committee Meeting Minutes December 10, 2024](#)

- 7a. KERIT Worker’s Compensation Renewal (page 10)

- 7b. Property and Casualty/General Liability Insurance Renewal ([page 13](#))
- 7c. 2025 Budget Adoption ([page 41](#))
- 7d. 2025 Budget Spending Authority ([page 43](#))

**Community Development, Mary Ryherd**

[Community Development Committee Meeting Packet December 10, 2024](#)  
[Community Development Committee Meeting Minutes December 10, 2024](#)

- 7e. Obligation of Funds for Johnson Drive Rehabilitation Project ([page 45](#))

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

**10. COMMENTS FROM THE CITY COUNCIL**

**11. COUNCIL COMMITTEE LIAISON REPORTS**

- Sustainability Commission (Loudon)
- Parks, Recreation + Tree Commission (Kring/Schmid)
- Mission Magazine Editorial Board (Ryherd/Chocie)
- Family Adoption Committee (Carpenter-Davis)

**12. MAYOR'S REPORT**  
**Appointments**

Planning Commission (all terms expiring 12/31/2026)

- Mike Lee
- Robin Dukelow
- Wayne Snyder
- Stuart Braden

Sustainability Commission  
(terms expiring 12/31/2026)

- Lynn Bain
- Ellen Parker
- Jenn Schouten
- Alexa Root
- Josh Thede

(term expiring 12/31/2025)

- Angela Vandegrift

Parks, Recreation + Tree Commission  
(terms expiring 12/31/2026)

- Sarah Grittmann
- Katie Anderson
- Sam Komosa
- Dustin Wolff
- Lyndsey Kratzberg

*(term expiring 12/31/2025)*

- Chris Schlenker

### **13. CITY ADMINISTRATOR'S REPORT**

13a. December Interim Financial Reports ([page 75](#))

13b. Business Updates

### **14. EXECUTIVE SESSION**

14a. Executive Session – Discussion of personnel matters of non-elected personnel.  
K.S.A. 75-4319(b)(1)

### **ADJOURNMENT**

<b>City of Mission</b>	Item Number:	1b.
<b>ACTION ITEM SUMMARY</b>	Date:	December 18, 2024
<b>Administration</b>	From:	Justin Carroll

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

**RE:** 2024 Budget Amendment

**RECOMMENDATION:** Approve the Resolution amending the maximum budget authority for expenditures in certain funds for the City of Mission’s 2024 Budget.

**DETAILS:** The adopted annual budget establishes the maximum, authorized budget expenditure for each fund for the current fiscal year. Exceeding these expenditures without formally amending the budget is a violation of the Kansas statutes (K.S.A. 79-2929(a)). If there is a need to amend the budget, state laws require that a public hearing be held. A public hearing has been scheduled for the City Council legislative meeting on December 18, 2024 and the attached notice was published in The Legal Record on December 3, 2024.

The budget amendments are not the result of unanticipated or unauthorized expenditures. In 2024, the timing of large capital projects and carryover of bond proceeds are primarily what requires amendments to the Capital Improvement, Street Sales Tax and Parks + Recreation Sales Tax Funds. Continued supply chain issues impacting timing and delivery of vehicles and equipment necessitates the amendment to the Equipment Reserve and Replacement Fund. Lastly, there was a missed disbursement payment discovered in the Cornerstone Commons CID that is being accounted for in the amendment.

The budget amendment is accomplished by adoption of the Resolution included in the packet. It increases the expenditure authority in the 2024 Budget for the funds listed in the table below:

<b>Fund</b>	<b>Original 2024 Budget Max Expenditure</b>	<b>Amended 2024 Budget Max Expenditure</b>
Equipment Reserve and Replacement Fund (Fund 24)	\$248,000	\$350,000
Capital Improvement Fund (Fund 25)	\$3,695,000	\$5,706,377
Street Sales Tax Fund (Fund 40)	\$1,257,351	\$2,252,351
Parks and Recreation Sales Tax Fund (Fund 45)	\$3,977,427	\$5,018,422
Cornerstone Commons CID	\$70,500	\$97,000

The increased expenditures were identified for all the impacted funds during the 2025 Budget process and the 2024 Revised Budget which was approved by the City Council at the August 21, 2024 City Council Meeting reflected the amounts included in the

Related Statute/City Ordinance:	K.S.A. 79-2929(a)
Line Item Code/Description:	Various Funds
Available Budget:	NA

<b>City of Mission</b>	Item Number:	1b.
<b>ACTION ITEM SUMMARY</b>	Date:	December 18, 2024
<b>Administration</b>	From:	Justin Carroll

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

Resolution formally amending the budget. There are no unanticipated impacts to the current year budget as a result of the budget amendments.

**CFAA CONSIDERATIONS/IMPACTS:** The 2024 Budget was developed with the goals and objectives of the Communities for All Ages program in mind. A community for all ages seeks to meet the needs of residents, businesses, and visitors regardless of age or abilities. It creates and fosters an active, caring and welcoming community that promotes respect, diversity and inclusion. The goal is to develop policies, services and programs that result in affordable, livable and sustainable communities that are supported by appropriate budgetary allocations.

Related Statute/City Ordinance:	K.S.A. 79-2929(a)
Line Item Code/Description:	Various Funds
Available Budget:	NA

**CITY OF MISSION**

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

**A RESOLUTION OF THE CITY OF MISSION, KANSAS AMENDING THE MAXIMUM BUDGET EXPENDITURE AUTHORITY FOR THE 2024 BUDGET FOR THE EQUIPMENT RESERVE, CAPITAL IMPROVEMENT, STREETS SALES TAX, PARKS AND RECREATION SALES TAX AND CORNERSTONE COMMONS CID FUNDS.**

**WHEREAS**, revenues and expenditures can be difficult to anticipate when the original budget is adopted; and

**WHEREAS**, the timing of payments and reimbursements for large capital projects can be unpredictable based on weather, supply chain, or other issues and factors; and

**WHEREAS**, the proposed amendments are not the result of any unexpected or unauthorized expenditures, and expenditures will not exceed the funds available to pay for the expenditures and were anticipated and approved on August 21, 2024 when the 2024 Revised Budget was adopted by the City Council; and

**WHEREAS**, in accordance with state law, the City of Mission conducted a public hearing and has prepared the necessary documents to amend the 2024 Budget to increase the maximum expenditure limits in the impacted funds.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MISSION:**

**Section 1.** That the maximum expenditure authority in the 2024 Budget for the following funds has been amended and established as:

<b>Fund</b>	<b>Original 2024 Budget Max Expenditure</b>	<b>Amended 2024 Budget Max Expenditure</b>
Equipment Reserve and Replacement Fund (Fund 24)	\$248,000	\$350,000
Capital Improvement Fund (Fund 25)	\$3,695,000	\$5,706,377
Street Sales Tax Fund (Fund 40)	\$1,257,351	\$2,252,351
Parks and Recreation Sales Tax Fund (Fund 45)	\$3,977,427	\$5,018,422
Cornerstone Commons CID	\$70,500	\$97,000

**PASSED AND APPROVED BY THE CITY COUNCIL** this 18th day of December 2024.

**APPROVED BY THE MAYOR** this 18th day of December 2024.

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Solana Flora, Mayor

ATTEST:

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Robyn L. Fulks, City Clerk



**Notice of Budget Hearing for Amending the  
2024 Budget**

The governing body of

**City of Mission**

will meet on the day of 12/18/2024 at 7:00pm at Mission City Hall, 6090 Woodson, Mission, KS 66202 for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Mission City Hall  
and will be available at this hearing.

**Summary of Amendments**

<b>Fund</b>	2024 Adopted Budget			2024 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Equipment Reserve			248,000	350,000
Capital Improvement			3,695,000	5,706,377
Street Sales Tax			1,257,351	2,252,351
Parks + Recreation Sales Tax			3,977,427	5,018,422
Cornerstone Commons CID			70,500	97,000
			0	0

Justin Carroll

Official Title: Deputy City Administrator

Page No.

<b>City of Mission</b>	Item Number:	7a.
<b>ACTION ITEM SUMMARY</b>	Date:	December 18, 2024
<b>Administration</b>	From:	Justin Carroll

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

**RE:** 2025 Worker’s Compensation Insurance Renewal

**RECOMMENDATION:** Approve the City’s 2025 workers’ compensation coverage through the Kansas Eastern Regional Insurance Trust (KERIT) for an estimated annual premium of \$71,387.

**DETAILS:** The City has been a member of the Kansas Eastern Regional Insurance Trust (KERIT), a workers’ compensation pool for local governments in Kansas, since 2009. The Trust comprises 17 member cities and counties.

The 2025 premium for workers’ compensation coverage is projected at \$71,387, which is paid in two installments, the first in January and the second in July. The KERIT Board of Trustees confirmed the final projected premiums when it met on Tuesday, December 3, 2024.

Premiums are based on the City’s annual payroll, the level of exposure to risk that certain jobs may entail, and an experience modifier that reflects past claims. The 2025 premium is 7.3% less than the previous year. This is primarily due to fewer claims and less severity of claims.

**KERIT Premiums - 2022 through 2025**

<b>Year</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Total Premium	\$123,652 (audited)	\$138,820 (audited)	\$87,721 (estimated)	\$71,387 (estimated)

The experience modifier reflects the claims that the City has incurred. An experience modifier of one (1) is considered standard. The farther below one, the better. The higher above one, the worse. The experience modifier is a rolling three-year average so that the City is not suddenly hit with a high premium in one year. The experience modifier for 2024 was 0.68 and for 2025 is projected to be 0.69.

The City will undergo a payroll audit after the first of the year to review actual payroll expenses for 2024. Mid-year premiums are adjusted to reflect the results of the audit.

The Trust continues to maintain a strong emphasis on loss control, and all member entities are actively engaged in proactive risk management activities. Because of this, members routinely receive a dividend from the trust when prior claim years are closed

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Various General Fund line items
Available Budget:	\$118,700

<b>City of Mission</b>	Item Number:	7a.
<b>ACTION ITEM SUMMARY</b>	Date:	December 18, 2024
<b>Administration</b>	From:	Justin Carroll

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

out and an additional premium discount for active participation in the risk management activities. This year, the City received a dividend distribution of \$9,971 from the Trust and a program participation discount of \$3,826.

Funds in the amount of \$118,700 were included in the 2025 Adopted Budget for workers' compensation premiums.

**CFAA CONSIDERATIONS/IMPACTS:** Participating in a Workers' Compensation program that emphasizes employee and workplace safety, support and trains staff and supervisors and has a strong focus on sound fiscal management creates a work environment for City employees that values and protects them while they are delivering programs and services to meet the needs of the larger community.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Various General Fund line items
Available Budget:	\$118,700



**KANSAS EASTERN REGION INSURANCE TRUST (KERIT)  
2025 RENEWAL PREMIUM PROJECTIONS**

MEMBER	CITY OF MISSION	2025		
Class Code	Class Code Description	Estimated Renewal Payroll	RATE	Manual Premium
5506	STREETS & ROAD	569,286	3.54	20,153
7720	POLICE OFFICERS & DRIVERS	2,492,418	2.39	59,569
8810	CLERICAL	1,054,960	0.10	1,055
8820	ATTORNEYS-ALL EMPLOYEES	110,070	0.10	110
8831	ANIMAL CONTROL	95,777	1.21	1,159
9015	BUILDINGS & SWIMMING POOL-PUBLIC	412,428	2.87	11,837
9063	HEALTH INSTITUTION, NOC	811,321	0.72	5,842
9102	PARKS, NOC	172,859	2.77	4,788
9410	MUNICIPAL COUNTY, NOC	794,046	5.06	40,179
<b>TOTAL PAYROLL</b>		<b>6,513,165</b>		<b>144,691</b>

Annual Gross Premium		144,691
Experience Modification		0.69
Total Standard Premium		99,836
Premium Discount	10.4%	(10,337)
Experience Modification Discount	5.0%	(4,475)
PLUS Discount	4.5%	(3,826)
Net Premium		81,198
Expense Constant		160
<b>Total Net Premium</b>		<b>\$ 81,358</b>

<b>City of Mission</b>	Item Number:	7b.
<b>ACTION ITEM SUMMARY</b>	Date:	December 18, 2024
<b>Administration</b>	From:	Justin Carroll

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

**RE:** 2025 Property, Casualty and General Liability Insurance Renewals

**RECOMMENDATION:** Authorize the purchase of property, casualty and liability insurance with Midwest Public Risk for the policy period of January 1, 2025 through June 30, 2025 at an estimated total premium not to exceed \$141,966.

Authorize the purchase of cyber liability insurance from Cowbell for the policy period of January 1, 2025 through December 31, 2025 at an estimated total annual premium not to exceed \$7,620.97

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

The City has maintained insurance coverage with Travelers since 2019. In addition to Travelers, CBIZ solicited quotes from Midwest Public Risk (MPR) and Chubb for the renewal. Travelers submitted a proposal to offer the same lines of coverage for 2025 for a cost of \$297,026.97, which represents an increase of 28% over the 2024 premiums (\$232,275.44). Chubb quoted only for property insurance coverage since they do not offer any other municipal lines of coverage. Combining the Chubb property quote with the Travelers casualty and liability quotes resulted in an annual expense totaling \$272,174.

MPR is a public pooling entity and offered a full property, casualty and liability quote at a cost of \$286,286. This quote is 5% higher than the combined Chubb/Travelers quote and 24% higher than 2024 premiums but offers substantial policy differences to offset the higher premium. The primary difference is MPR's wind/hail deductible at \$25,000 per occurrence versus Chubb's wind/hail deductible of \$250,000 minimum.

Another difference with public pool coverage is the City will no longer carry an umbrella policy, however, it will still maintain its \$5.0 million liability coverage limit. MPR also carries a standard July 1 renewal date for all participating entities, therefore, this proposal is only for the policy period of 1/1/2025 through 6/30/2025. The City will have to renew its coverage again in June 2025 but MPR has already guaranteed the renewal will not contain any rate increases. A switch to MPR will also require the City to pay 1.5 premium payments in 2025 because of the renewal date change.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Various General Fund line items
Available Budget:	\$259,200 + savings from 2025 Workers Compensation Premiums

<b>City of Mission</b>	Item Number:	7b.
<b>ACTION ITEM SUMMARY</b>	Date:	December 18, 2024
<b>Administration</b>	From:	Justin Carroll

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

In addition to the coverage lines previously addressed, the City recommends renewing cyber liability coverage with Obsidian Specialty Insurance Company, dba Cowbell, for \$7,620.97.

The Kansas municipal insurance market remains challenging, with rising rates and reduced carrier capacity affecting coverage availability, particularly in Property, Law Enforcement Liability, Employment Practices Liability, and Auto. Insurers are emphasizing full-value building insurance aligned with current reconstruction costs and increased deductible structures

A comparison of the total insurance premiums from 2023 through 2025 is highlighted in the table below:

	<b>2023 Travelers/Cowbell</b>	<b>2024 Travelers/Cowbell</b>	<b>2025 MPR/Cowbell</b>
<b>Base Premium*</b>	\$159,303	\$216,077	\$286,286
<b>Cyber Liability</b>	\$17,509	\$16,198	\$7,621
<b>Total Premium</b>	\$176,812	\$232,275	\$293,907
<b>Pro-Rata Contribution</b>			\$141,966

\*Base Premium includes property, inland marine, liability, auto, and umbrella coverage.

Staff is recommending that the City renew its property, casualty and liability insurance coverage with MPR for 1/01/2025 through 6/30/2024 policy year in the amount of \$141,966 and cyber liability with Obsidian Specialty Insurance Company, dba Cowbell, for 2025 for \$7,620.97.

A total of \$259,200 has been budgeted in the adopted 2025 Annual Budget for this expenditure. The savings realized in the 2024 and 2025 Workers Compensation coverage through KERIT are sufficient to cover the increased costs of this coverage over the budgeted amount.

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

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Various General Fund line items
Available Budget:	\$259,200 + savings from 2025 Workers Compensation Premiums

BUSINESS INSURANCE PROPOSAL FOR:

# City of Mission, Kansas

6090 Woodson St  
Mission, KS 66202

# CBIZ Your Team.



NYSE: CBZ

120+

offices

6,500+

team  
members

82,000+

clients



84  
Workplace  
Awards

in 2022

## Local. Trusted. Nationwide.

Top  
15

Largest Accounting  
Provider Nationally<sup>1</sup>

Top  
30

Largest Broker  
of U.S. Business<sup>2</sup>

Top  
4

Institutional  
Consulting Team<sup>3</sup>

FINANCIAL &  
ACCOUNTING

CLIENT

BENEFITS &  
INSURANCE

### Financial & Accounting

- Accounting & Tax
- Government Health Care Consulting
- Financial Advisory
- Valuation
- Litigation Support
- Risk & Advisory Services
- Tenant Advisory Services

### Benefits & Insurance

- Benefits Consulting
- Payroll Services
- Human Capital Management
- Property & Casualty
- Retirement & Investment Solutions
- Talent & Compensation Solutions
- Individual Life Insurance



## Commitment to Community

including

11 Million+  
Lbs. of Food  
Donated

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<sup>1</sup>Accounting Today - March 2023 <sup>2</sup>Business Insurance magazine - July 2022 <sup>3</sup>Barron's Top Institutional Consultants - 2022. Rankings and recognition by unaffiliated third parties may not be representative of a CBIZ Investment Advisory Services' client experience and should not be construed as a guarantee of a certain level of results. Neither CBIZ IAS nor its advisors pays a fee to the third party in exchange for the rating.



# CBIZ SERVICE TEAM

INDIVIDUAL / TITLE	FUNCTIONAL POSITION
<p><b>Erik Hage, CPCU, ARM</b>  <b>Public Entity Practice Leader</b>            Direct Line: 816.841.4005  <a href="mailto:ehage@cbiz.com">ehage@cbiz.com</a></p>	<p>Your account representative is responsible for the overall delivery of excellent service.</p>
<p><b>Nate Byarlay, MBA, ARM, AINS</b>  <b>Account Executive</b>            Direct Line: 816.945.5514            Fax: 816.897.1222  <a href="mailto:nbyarlay@cbiz.com">nbyarlay@cbiz.com</a></p>	<p>Your primary contact and the senior person responsible for coordinating and implementing the activities of the various specialists who will provide for your service needs. This includes the coordination of technical services, program services, claims management and claim reviews.</p>
<p><b>Anna Rivas, CISR</b>  <b>Account Manager</b>            Direct Line: 816.841.2273  <a href="mailto:anna.rivas@CBIZ.com">anna.rivas@CBIZ.com</a></p>	<p>Responsible for day-to-day service activities, correspondence, account file maintenance, certificates, invoicing and financial accounting.</p>
<p><b>Amanda Miller</b>  <b>Senior Claims Specialist</b>            Direct Line: 816-945-5255  <a href="mailto:agmiller@cbiz.com">agmiller@cbiz.com</a></p>	<p>Client advocate specializing in insurance claim assistance, construction disputes and valuation.</p>
<p><b>Jason Walker</b>  <b>Loss Control</b>            Direct Line: 903.449.6968  <a href="mailto:Jason.Walker@cbiz.com">Jason.Walker@cbiz.com</a></p>	<p>Coordinates carrier and in-house loss control services.</p>

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

# PREMIUM SUMMARY

Coverage	2024/2025 Annualized Premium	2025/2026 Estimated Premium – Chubb Property	2025/2026 Estimated Annualize Premium – MPR*
Commercial Property	\$85,880.00	\$95,000.00	\$286,286
Inland Marine/Equipment	\$3,920.00	\$4,085.00	Included
Crime	\$2,856.00	\$1,478.00	Included
General Liability	\$22,703.00	\$36,958.00	Included
Law Enforcement Liability	\$26,025.00	\$34,615.00	Included
Public Entity Liability	\$28,954.00	\$30,996.00	Included
Commercial Auto	\$39,794.00	\$58,446.00	Included
Umbrella	\$8,099.00	\$10,626.00	Included
Other Liability	\$16,198.00	\$7,099.00	\$7,099.00
Policy Fee	\$350.00	\$300.00	\$300.00
Surplus Lines Tax	\$496.44	\$221.97	\$221.97
<b>Total Premium</b>	<b>\$232,275.44</b>	<b>\$279,794.97</b>	<b>\$293,906.97</b>

*\*Pro-Rata Contribution \$141,966 from January 1, 2025 – July 1, 2025*

# MARKETING EFFORTS

Carrier	Line of Business	Indication
Elpha Secure	Other Liability	Quoted - \$7,735.30
Chubb	Property	Quoted - \$95,000
Chubb	Inland Marine	Quoted - \$4,085
MPR	Package	Quoted - \$286,286 annually (6 month premium \$141,966)

### FIRST NAMED INSURED

Named Insured & FEIN	Property	General Liability	Auto	Umbrella	Inland Marine	Crime	Cyber	Law Enforcement Liability	Public Entity Liability
City of Mission, Kansas 510409999	X	X	X	X	X	X	X	X	X

### LOCATION SCHEDULE

Loc #	Bldg #	Address	City	State	Zip Code	Notes
1	1-5	6090 Woodson Rd	Mission	KS	66202	
2	1-3	4775 Lamar Ave	Mission	KS	66202	
3	1-2	6200 Martway St	Mission	KS	66202	
4	1-2	5701 Broadmoor St	Mission	KS	66202	
5	1	Beverly Park	Mission Woods	KS	66205	
6	1	Mohawk Park - 67th Street & Lamar	Mission Woods	KS	66205	
7	1	Waterworks Park - 5814 W. 53rd St	Mission Woods	KS	66205	
8	1	Legacy Park - 6000 Broadmore	Mission Woods	KS	66205	

# PROPERTY

Company: Midwest Public Risk  
 Policy Period: January 01, 2025 – July 01, 2025

**Location:** See SOV for the Details

Coverage	2025/2026 Limits	Deductible
Building Values	\$40,638,661	\$5,000
Contents	\$1,410,811	\$5,000
Property in the Open	\$461,256	\$5,000
Equipment Breakdown	\$42,049,472	\$5,000
Earthquake	\$25,000,000	\$50,000
Flood	\$25,000,000	\$50,000

## Valuation:

Subject of Insurance	Valuation	Coinsurance
Building	Replacement Cost	-
Business Personal Property	Replacement Cost	-

## Perils Insured:

- Direct physical loss subject to policy exclusions
- Earthquake
- Flood
- Wind/Hail Deductible: \$25,000

# GENERAL LIABILITY

Company: Midwest Public Risk  
 Policy Period: January 01, 2025 – July 01, 2025  
 Coverage Form: Occurrence

## Limits of Liability:

Coverage	Limits
General Aggregate (Other than products/completed operations)	\$6,000,000
Each Occurrence – Bodily Injury & Property Damage	\$5,000,000
Medical Payments	\$5,000
Liability Deductible	\$5,000
Kansas Each Occurrence Statutory Cap Limit	\$500,00

## Policy Extensions:

- Employee Benefits Liability – Claims Made

## Standard Exclusions:

- Professional liability, pollution, care, custody and control, workers’ compensation, automobile, war, nuclear, criminal acts, asbestos, mold, employment practices liability, fungus, lead, bacteria, subsidence, EIFS, and silica.

## Claims Made Notice:

*Except to the such extent as may otherwise be provided herein, the coverage of this policy is limited to liability for only those claims that are first made against the insureds during the policy period and reported in writing to the insurer pursuant to the terms herein.*

# COMMERCIAL AUTO

Company: Midwest Public Risk  
 Policy Period: January 01, 2025 – July 01, 2025

Coverage	Symbol	Limits
Each Occurrence	1	\$5,000,000
Annual Aggregate	1	\$6,000,000
Liability Deductible		\$5,000
Uninsured/Underinsured Motorist – Limit Per Person	1	\$50,000
Uninsured/Underinsured Motorist – Limit Per Occurrence	1	\$100,000
Physical Damage – Comprehensive	1	\$5,000
Physical Damage – Collision	1	\$5,000

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

# COMMERCIAL AUTO (CONTINUED)

## Policy Extensions:

- Kansas Statutory cap limit \$500,000

## Standard Exclusions:

- Expected or intended injury, contractual, workers' compensation, employers liability, fellow employee, care, custody and control, handling of property, movement of property by a mechanical device, completed operations, pollution, war, racing and nuclear.

## Rating Basis:

	2025/2026 Number of Units
Licensed Vehicle Cost	\$1,992,829



# INLAND MARINE

Company: Midwest Public Risk  
 Policy Period: January 01, 2025 – July 01, 2025

Coverage	Limit	Deductible
<b>Mobile Equipment</b>		
Any one occurrence	\$4,400,575	\$2,500

## Valuation:

Subject of Insurance	Valuation	Coinsurance
Equipment	Actual Cash Value	80%

# CRIME

Company: Midwest Public Risk  
Policy Period: January 01, 2025 – July 01, 2025

Coverage	Limits	Deductible
Blanket Employee Dishonesty	\$500,000	\$2,500

# LAW ENFORCEMENT LIABILITY

Company: Midwest Public Risk  
 Policy Period: January 01, 2025 – July 01, 2025  
 Coverage Form: Claims Made

Coverage	
Aggregate Limit	\$6,000,000
Each Wrongful Act Limit	\$5,000,000
Deductible	\$5,000
Retroactive Date	01/01/1986
Kansas Statutory Cap Limit	\$500,000

**Claims Made Notice:**

*Except to the such extent as may otherwise be provided herein, the coverage of this policy is limited to liability for only those claims that are first made against the insureds during the policy period and reported in writing to the insurer pursuant to the terms herein.*

# PUBLIC ENTITY LIABILITY

Company: Midwest Public Risk  
 Policy Period: January 01, 2025 – July 01, 2025  
 Coverage Form: Claims Made

Management Liability	
Aggregate Limit	\$6,000,000
Each Wrongful Act Limit	\$5,000,000
Deductible	\$5,000
Retroactive Date	01/01/1986

Employment Related Practices Liability	
Aggregate Limit	\$6,000,000
Each Wrongful Act Limit	\$5,000,000
Deductible	\$5,000
Retroactive Date	01/01/1986

**Claims Made Notice:**

*Except to the such extent as may otherwise be provided herein, the coverage of this policy is limited to liability for only those claims that are first made against the insureds during the policy period and reported in writing to the insurer pursuant to the terms herein.*

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## PAYMENT PLANS & TERMS

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### Payment of Premiums:

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

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

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# CLAIMS-MADE POLICIES

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## OCCURRENCE VERSUS CLAIMS MADE COVERAGE.

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

## WHAT IS A RETROACTIVE DATE?

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

## WHAT IS A CONTINUITY DATE?

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

## WHAT IS A CLAIM?

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

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## CLAIMS-MADE POLICIES (CONTINUED)

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

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

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

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

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

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

### WHAT IS A DUTY-TO-DEFEND POLICY?

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

### A NON-DUTY-TO-DEFEND

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

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# CLAIMS-MADE POLICIES (CONTINUED)

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## WHAT IS A HAMMER CLAUSE?

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

## SUMMARY

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

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

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



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# COMPENSATION DISCLOSURE

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

## **Compensation Disclosure – Commission Only Basis**

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

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

## NON-ADMITTED CARRIERS (SURPLUS LINES) NOTICE

Non-admitted carriers were developed for high-risk or unique exposures that conventional companies refuse to supply. A non-admitted carrier is not supported by state guarantee funds, meaning that if they fail, your premium and your insurance are lost. Non-admitted carriers are not subject to regulation by your state insurance department, therefore the financial rating for a non-admitted carrier is of importance. A surplus lines tax will be applied according to the state of domicile.

Coverage	Carrier
Cyber	AXIS Surplus Insurance Company

This proposed insurance coverage is being quoted to you under your state's Surplus Lines Insurance Act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by your state.

In case of insolvency of the insurer after you purchase the proposed insurance coverage, payment of claims is not guaranteed.

For an overview of each state's provisions, go to: [NCIGF—Guaranty Fund Laws and Law Summaries](#)

*This policy is not included in coverage under your state's Insurance Guaranty Association.*

# A.M. BEST COMPANY RATING INFORMATION

Each year the A.M. Best Company reviews the financial status of thousands of insurers, culminating in the assignment of Best's ratings. These ratings reflect their current opinion of the relative financial strength and operating performance of an insurance company in comparison to the norms of the property/casualty insurance industry. Ratings are assigned after extensive analysis measuring the performance of each company in such vital areas as: competency of underwriting, control of expenses, adequacy of reserves, soundness of investments and capital sufficiency.

## Rating Guide:

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

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

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

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# TERRORISM NOTICE

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

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

## Modifications include:

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

We encourage you to visit the following sites for a detailed summary of the reauthorization act.  
[Further Consolidated Appropriations Act, 2020](#)  
[Terrorism Risk Insurance Act \(TRIA\)](#)

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## IMPORTANT ISSUES — PLEASE READ

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

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

### LOSS CONTROL

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

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

### FEMA FLOOD ZONE

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

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

### STATE ASSESSMENTS & SURCHARGES

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

### CLAIM REPORTING REQUIREMENTS

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

## IMPORTANT ISSUES (CONTINUED)

### CONFIDENTIALITY

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

### PAYMENT of PREMIUMS

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

### PREMIUM FINANCING

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

### VACANCY RESTRICTIONS

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

### EXPOSURE CHANGES

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

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## IMPORTANT ISSUES (CONTINUED)

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To ensure that your important changes are effectively communicated, the binding or altering of coverage must be confirmed in writing by agency personnel.

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

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

Please notify us throughout the year of changes to your business that may affect your risk exposure.

Failure to do so may result in uncovered losses.

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# ORDER TO BIND

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Please bind the coverage

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

or

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 As follows:

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

**City of Mission, Kansas**

Signature:

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Name:

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Title:

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Date:

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<b>City of Mission</b>	Item Number:	7c.
<b>ACTION ITEM SUMMARY</b>	Date:	December 18, 2024
<b>Administration</b>	From:	Laura Smith

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

**RE:** Ordinance Adopting the 2025 Budgets for the City of Mission, Kansas

**RECOMMENDATION:** Approve an ordinance adopting the 2025 Budget of the City of Mission, Kansas, Rock Creek Drainage District No. 1 and Rock Creek Drainage District No. 2.

**DETAILS:** As part of the annual budget process, the City takes formal action to adopt the 2025 Budget by ordinance. This ordinance represents one of two ordinances that are considered each December to finalize the City's annual budget and to provide expenditure authority. The Ordinance will adopt the City's budget as well as the budgets for Rock Creek Drainage Districts Nos. 1 and 2.

There are no changes to the 2025 Budget approved by the City Council in August 2024.

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

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

**CITY OF MISSION  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE 2025 BUDGETS OF THE CITY OF MISSION,  
KANSAS, ROCK CREEK DRAINAGE DISTRICT NO. 1 AND ROCK CREEK  
DRAINAGE DISTRICT NO. 2**

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

SECTION 1. Adoption of Budget. The budgets for the City of Mission, Rock  
Creek Drainage District No. 1 and Rock Creek Drainage District No. 2 are hereby  
adopted for the year 2025 . Copies of said budget shall be open for inspection in  
the office of the City Clerk during business hours. Upon filing of the budget with  
the County Clerk of Johnson County, Kansas, said budget shall constitute an  
appropriation for each fund, and the appropriation thus made shall not be used for  
any other purpose, pursuant to K.S.A. 79-2934.

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

PASSED BY THE CITY COUNCIL this 18th day of December 2024.

APPROVED BY THE MAYOR this 18th day of December 2024.

\_\_\_\_\_  
Solana Flora, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Robyn L. Fulks, City Clerk

<b>City of Mission</b>	Item Number:	7d.
<b>ACTION ITEM SUMMARY</b>	Date:	December 18, 2024
<b>Administration</b>	From:	Laura Smith

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

**RE:** Authorization to Spend According to the Approved 2025 Annual Budgets.

**RECOMMENDATION:** Approve an ordinance authorizing the City Administrator to make expenditures in accordance with the adopted 2025 Annual Budgets for the City of Mission, Rock Creek Drainage District No. 1 and Rock Creek Drainage District No. 2.

**DETAILS:** As part of the annual budget process, the City Council takes formal action in December to authorize and direct the City Administrator to spend according to the adopted budgets for the City as well as Rock Creek Drainage Districts Nos. 1 and 2.

The attached ordinance authorizes the City Administrator to spend in accordance with the approved 2025 Annual Budgets.

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

Related Statute/City Ordinance:	City Council Policy 102
Line Item Code/Description:	NA
Available Budget:	NA

**CITY OF MISSION**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING EXPENDITURES BY THE CITY ADMINISTRATOR FROM THE 2025 BUDGET FOR THE CITY OF MISSION, ROCK CREEK DRAINAGE DISTRICT NO. 1 AND ROCK CREEK DRAINAGE DISTRICT NO. 2.**

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

SECTION 1. Grant of Authority. The City Administrator is hereby authorized to make expenditures from the 2025 Budget for the City, Rock Creek Drainage District No. 1 and Rock Creek Drainage District No. 2 as adopted by Resolution Numbers 1199, 1200 and 1201 pursuant to and in accordance with City Council Policy Number 102, as from time to time amended. Copies of said Policy shall be open for inspection in the office of the City Clerk during business hours.

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

PASSED BY THE CITY COUNCIL this 18th day of December 2024.

APPROVED BY THE MAYOR this 18th day of December 2024.

\_\_\_\_\_  
Solana Flora, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Robyn L. Fulks, City Clerk

<b>City of Mission</b>	Item Number:	7e.
<b>ACTION ITEM SUMMARY</b>	Date:	December 18, 2024
<b>PUBLIC WORKS</b>	From:	Stephanie Boyce

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

**RE:** Authorization to Obligate Surface Transportation Block Grant (STBG) Funds and Execute City-State Agreement for the Johnson Drive Rehabilitation Project

**RECOMMENDATION:** Approve a Resolution obligating \$5,010,000 in local match for the Johnson Drive Rehabilitation (Lamar Avenue to Metcalf Avenue) Project and execute a City-State Agreement with KDOT.

**DETAILS:** In 2022, the City of Mission applied for Surface Transportation Block Grant (STBG) funds through the Mid-America Regional Council (MARC) for the Johnson Drive Rehabilitation Project. This federal funding, administered by the Federal Highway Administration, supports various infrastructure improvements, including highway and bridge projects, transit initiatives, and other transportation facilities. MARC allocates these funds competitively through committees under its Total Transportation Policy Committee framework. In 2023, Mission was awarded \$6,000,000 in STBG funds for the Johnson Drive project.

The Johnson Drive Rehabilitation Project spans from Metcalf Avenue to Lamar Avenue, encompassing a vital four-lane divided arterial road that serves as a regional east-west corridor. Johnson Drive has been undergoing redevelopment, and this project aims to enhance the corridor by fostering revitalization, improving connectivity, and reducing traffic congestion and greenhouse gas emissions. The current infrastructure, which has aged and deteriorated, will be replaced and upgraded.

Project improvements include:

- Pavement and curb replacement
- Stormwater enhancements
- Native plantings, trees, and Best Management Practices (BMPs)
- Widened sidewalks
- New streetlights and traffic signals

These enhancements aim to improve safety, walkability, and overall usability for residents and visitors.

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

<b>City of Mission</b>	Item Number:	7e.
<b>ACTION ITEM SUMMARY</b>	Date:	December 18, 2024
<b>PUBLIC WORKS</b>	From:	Stephanie Boyce

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

The total estimated cost of the project, including design, right-of-way acquisition, utility adjustments, construction, and inspection, is \$13,050,000. The required local match of \$5,010,000 for construction is anticipated to be funded through the City's Capital Improvement Program (CIP) through debt financing (bonds) as well as with anticipated contributions from the Johnson County CARS program.

Staff recommends obligating the STBG funds and executing a City-State agreement with the Kansas Department of Transportation (KDOT), the agency who will administer the federal funds.

**CFAA CONSIDERATIONS/IMPACTS:** This grant and improvement project will help improve traffic flow, promote walkability 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:	NA
Available Budget:	NA

**CITY OF MISSION, KANSAS  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OBLIGATING \$5,010,000 OF LOCAL MATCH FOR THE SURFACE TRANSPORTATION BLOCK GRANT IN THE AMOUNT OF \$6,000,000 AWARDED TO THE CITY OF MISSION, KANSAS AND AUTHORIZING EXECUTION OF A CITY-STATE AGREEMENT WITH KDOT.**

**WHEREAS**, Surface Transportation Block Grant (STBG) funds through the Mid-America Regional Council (MARC) support various infrastructure improvements, including highway and bridge projects, transit initiatives, and other transportation facilities which are distributed to eligible applicants like the City of Mission; and,

**WHEREAS**, The City of Mission applied for a STBG grant for the Johnson Drive Traffic Metcalf Avenue to Lamar Avenue Project in 2022; and,

**WHEREAS**, the City was notified in November 2023 that it was selected as an award recipient of a STBG funds in the amount of \$6,000,000; and,

**WHEREAS**, the STBG funding is a federal grant with a minimum of 20% local match; and,

**WHEREAS**, the local match for the STBG grant is \$5,010,000 for a total project amount of \$11,010,000.

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

**Section 1.** The City of Mission obligates \$5,010,000 as the local match for the STBG grant.

**Section 2.** The City of Mission will execute a city-state agreement with KDOT for the administration of this grant.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION** on this 18th day of December 2024.

**APPROVED BY THE MAYOR** on this 18th day of December 2024.

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Solana Flora, Mayor

ATTEST:

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Robyn L. Fulks, City Clerk



PROJECT NO. 046 N-0769-01  
STP-N076(901)  
MARC TIP #347015

JOHNSON DRIVE REHABILITATION FROM METCALF AVENUE TO LAMAR AVENUE  
CITY OF MISSION, KANSAS

## **A G R E E M E N T**

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Mission, Kansas** (“Sponsor”), **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 Surface Transportation Block Grant Program (STBG) federal funds.
- C. The Sponsor agrees to sponsor the Project, as further described in this Agreement.
- D. The Secretary and the Sponsor 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**, 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. **“City”** means the City of Mission, Kansas, with its place of business at 6090 Woodson Street, Mission, Kansas 66202.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“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.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, vehicle, parking area, 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.
11. **“Federal Government”** means the United States of America and any executive department or agency thereof.
12. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
13. **“Fiscal Year 2026” or “FFY 2026”** means the twelve-month period used by the United States Federal Government for financial reporting and budgeting beginning on October 1, 2025, and ending on September 30, 2026.
14. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

15. **“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.
16. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
17. **“Local Public Authority” or “LPA”** means the City of Mission, Kansas, with its place of business at 6090 Woodson Street, Mission, Kansas 66202.
18. **“MARC”** means the Mid-America Regional Council, with its place of business at 600 Broadway, Suite 200, Kansas City, MO 64105.
19. **“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.
20. **“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.
21. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Sponsor.
22. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
23. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the Sponsor, as and when authorized by the Secretary prior to Letting, being: **Project No. 46 N-0769-01; Johnson Drive rehabilitation from Metcalf Avenue to Lamar Avenue; pavement reconstruction, traffic signal replacement and pedestrian signal installation, replacement of curb and gutter, sidewalks, and ramps, street lighting, pavement markings, stormwater improvements, and landscaping in Mission, Kansas**, and is the subject of this Agreement.
24. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
25. **“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.
26. **“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.
27. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

28. **“Sponsor”** means the City of Mission, Kansas, with its place of business at 6090 Woodson Street, Mission, Kansas 66202.
29. **“STBG”** means the Surface Transportation Block Grant Program authorized under 23 U.S.C. § 133, flexible funding that may be used by locals for projects to preserve and improve the conditions and performance of any Federal-aid eligible highway; construction or rehabilitation of a bridge or tunnel on any public road; pedestrian and bicycle infrastructure; and transit capital projects.
30. **“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.
31. **“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:

1. Funding. The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree the costs and contributions reflected below are estimates to be used for encumbrance purposes and are subject to change.

Party	Funding Source	Responsibility
Secretary	FFY 2026 STBG	80% of Participating Costs of Construction and Construction Engineering (CE) in Fiscal Year 2026 not to exceed \$6,000,000.00.
Sponsor	Local Match	20% of Participating Costs of Construction and CE.  100% of Participating Costs exceeding the Secretary’s funding limit in the Secretary’s total contribution.  100% of Costs of Preliminary Engineering (PE), Right of Way, Utility adjustments, and Non-Participating Costs.

### ARTICLE III

#### SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the Sponsor acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the Sponsor may obtain participation of federal funds in the cost of the Project.
2. **Reimbursement Payments.** The Secretary agrees to make partial payments to the Sponsor for amounts not less than one thousand dollars (\$1,000.00) and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the Sponsor that the Project is being constructed within substantial compliance of the Design Plans.
3. **Secretary Authorization.** The Secretary is authorized by the Federal Government to administer STBG funds.
4. **Fiscal Year Allocation.** The Secretary has allocated STBG funds from federal fiscal year (FFY) 2026 for the Project.
5. **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. **Conformity with State and Federal Requirements.** The Sponsor shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, or an equivalent Sponsor manual that the Sponsor certifies in the same or substantially similar to the KDOT Local Projects LPA Project Development Manual, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the Sponsor with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

5. **Inspections.** Representatives of the Secretary or 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.

6. **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.

7. **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.

8. **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.

9. **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 STBG 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 STBG Funds).

10. **Davis-Bacon Act Requirements.** As provided at 23 U.S.C. 133(i), all projects funded with STBG 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 \$2,000.00 funded directly by or assisted in whole or in part by funds made available under STBG 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>.

11. **Billings and Reporting.** The Sponsor agrees to submit proper billings to the Secretary for amounts not less than \$1,000.00 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Secretary Authorization.** The Secretary is authorized by the Sponsor to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

18. **Design and Specifications.** The Sponsor shall be responsible to make or contract to have made Design Plans for the Project.

19. **Submission of Design Plans to Secretary.** Upon their completion, the Sponsor shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, paragraph 4 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

20. **Consultant Contract Language.** The Sponsor shall include language requiring conformity with Article IV, paragraph 4 above, in all contracts between the Sponsor and any Consultant with whom the Sponsor has contracted to perform services for the Project. In addition, any contract between the Sponsor and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 4 above. In addition, any contract between the Sponsor and any Consultant with whom the Sponsor has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the Sponsor (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the Sponsor and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Sponsor and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Sponsor or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the Sponsor from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or



reimbursement.”

21. **Responsibility for Adequacy of Design.** The Sponsor shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the Sponsor’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the Sponsor, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Sponsor.

22. **Letting and Administration by Sponsor.** The Sponsor shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The Sponsor further agrees to administer the construction of the Project in accordance with the Design Plans, in the manner required by the FHWA and the Sponsor’s manual that is the same or substantially similar to the KDOT Local Projects LPA Project Development Manual, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

23. **Prevailing Wages.** The Sponsor will require the Contractor to pay prevailing wages. The Sponsor will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Sponsor can obtain the current wage decision from KDOT’s Bureau of Construction and Materials website.

24. **Performance Bond.** The Sponsor will require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

25. **Plan Retention.** The Sponsor will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project’s completion. The Sponsor further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The Sponsor shall provide access to or copies of all the above-mentioned documents to the Secretary.

26. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Sponsor will 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 employees, agents, subcontractors or its consultants. The Sponsor shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary’s authorized representatives or employees.

27. **Indemnification by Contractors.** The Sponsor agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the Sponsor from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor’s agent, subcontractors, or suppliers. If the Secretary or the Sponsor defends a third party’s claim, the Contractor

shall indemnify the Secretary and the Sponsor for damages paid to the third party and all related expenses either the Secretary or the Sponsor or both incur in defending the claim.

28. **Authorization of Signatory.** The Sponsor shall authorize a duly appointed representative to sign for the Sponsor any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

29. **Right of Way.** The Sponsor agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The Sponsor will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The Sponsor agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The Sponsor shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The Sponsor further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** The Sponsor will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The Sponsor further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The Sponsor agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) **Relocation Assistance.** The Sponsor will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Sponsor will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the Sponsor for any relocations required by the Project.

(d) **Non-Highway Use of Right of Way.** Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Use of Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the Sponsor, lying inside or outside the limits of the Sponsor as shown on the final Design Plans, for the purpose of constructing the Project.

30. **Removal of Encroachments**. The Sponsor shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the Sponsor and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

31. **Future Encroachments**. Except as provided by state and federal laws, the Sponsor agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

32. **Utilities**. The Sponsor agrees to the following with regard to Utilities:

(a) Utility Relocation. The Sponsor will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The Sponsor shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The Sponsor will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The Sponsor shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the Sponsor as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The Sponsor shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the Sponsor's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The Sponsor will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The Sponsor shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the

Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Sponsor will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the Sponsor except as provided by state and federal laws.

33. **Hazardous Waste**. The Sponsor agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The Sponsor shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Sponsor shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Sponsor will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and Sponsor and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The Sponsor shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The Sponsor shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Sponsor in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the Sponsor has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The Sponsor reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

34. **Inspections.** The Sponsor is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the KDOT Local Projects LPA Project Development Manual or an equivalent Sponsor manual that the Sponsor certifies is the same or substantially similar to the KDOT Local Projects LPA Project Development Manual.

(a) **By Sponsor Personnel.** Sponsor personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the Sponsor to inspect the Project, in which case the Sponsor shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) **By a Consultant.** If the Sponsor does not have sufficiently qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) **Protective Clothing.** The Sponsor will require at a minimum all Sponsor personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the Sponsor executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The Sponsor may set additional clothing requirements for adequate visibility of personnel.

35. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the Sponsor as may be deemed necessary or desirable. The Sponsor will direct or cause its Contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake the duty to perform day-to-day detailed inspection of the Project for the benefit of the Sponsor, the contractor, the consultant, or any third party, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans.

36. **Traffic Control.** The Sponsor agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The Sponsor shall provide a temporary traffic control plan within the Design Plans, which includes the Sponsor's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The Sponsor's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** The Sponsor will control parking of vehicles on the Sponsor streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The Sponsor shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

37. **Access Control.** The Sponsor will maintain the control of access rights and prohibit the Construction or use of any entrances or access points along the Project within the Sponsor other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

38. **Entrance Control.** The Sponsor will control the construction or use of any entrances along the Project within the Sponsor including those shown on the final Design Plans.

39. **Maintenance.** When the Project is completed and final acceptance is issued the Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

40. **Cap Amount for Project Costs.** The Sponsor agrees that the “Not to Exceed” dollar amount above is subject to change as listed in the Sponsor’s MPO’s Transportation Improvement Plan (“TIP”). Final “Not to Exceed” dollar amounts will be determined by the Secretary at the time of Letting. Any necessary changes to the “Not to Exceed” amounts will be documented through a supplemental agreement.

## ARTICLE V

### SPECIAL TRANSPORTATION ALTERNATIVES REQUIREMENTS:

1. **No 4(f) Status.** It is the Parties’ intention that neither this Agreement nor the Project create or expand the status of any land involved in this Project as a “significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site,” for purposes of Subpart F, 2 C.F.R. §200.500 *et seq.* and 23 C.F.R. 771.135 (“4(f) status”), except as otherwise modified by this Agreement.

(a) **Transportation Alternatives.** Unless otherwise stated below in this section, the Parties agree the major purposes or functions of land involved in the Project are to preserve or

enhance the scenic, historic, environmental or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: NONE.

(b) 4(f) Determinations. The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.

## 2. Useful Life.

(a) Useful Life Period. The Parties agree the Useful Life Period of the Project is twenty (20) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

(b) Insurance. If the Project includes improvements to a building, the Sponsor will purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) Change in Public Use. After the Project is completed and during the entire Useful Life Period, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence.

(d) Recapture of Federal Investment.

(i) During the first ten (10) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the Sponsor shall pay to the Secretary 100% of the federal funds invested in the Project.

(ii) Following the first ten (10) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the Sponsor shall pay to the Secretary as recapture of federal funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\textit{Total Amount of Federal Funds Invested in the Project}}{\textit{Entire Useful Life Period for the Project}} \times \frac{\textit{Number of Full Years Remaining in the Useful Life Period at the time of unauthorized change in use}}{\textit{Recapture Amount}} = \textit{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary’s Chief of Fiscal Services.

## ARTICLE VI

### FEDERAL REQUIREMENTS:

1. **Debarment & Suspension.** This Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the Sponsor verifies that neither it, nor its 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.

2. **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.

3. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 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.

4. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 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.



5. **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** will 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 Federal 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.

6. **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 VII

### 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 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 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. **FHWA Approval.** Decisions as to what Project costs are federal Participating Costs will be made in accordance with the requirements of the FHWA.
4. **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.
5. **Contractual Provisions.** The provisions found in the current version of the Contractual Provisions Attachment (Form DA-146a), which is attached, are incorporated into and made a part of this Agreement.
6. **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.
7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Sponsor and their successors in office.
8. **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.
9. **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.
10. **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.

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

ATTEST:

THE CITY OF MISSION, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR (Date)

(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**

- Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities
- Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment
- Civil Rights Act
- Contractual Provisions Attachment (DA-146a)

\*Note – If left unchecked, then inapplicable.

**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: \_\_\_\_\_

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY  
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR  
CIVIL JUDGMENTS

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By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

- (1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) does not have a proposed debarment pending;
- (4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: \_\_\_\_\_

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Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

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Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Authorized Company Official's Name and Title: \_\_\_\_\_  
(Typed or Printed)

Signature of Authorized Representative: \_\_\_\_\_  
(Date)

**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.

<b>City of Mission</b>	Item Number:	13a.
<b>INFORMATIONAL ITEM</b>	Date:	December 18, 2024
<b>ADMINISTRATION</b>	From:	Justin Carroll

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

**RE:** November 2024 Monthly Interim Financial Reports

**DETAILS:** The monthly interim financial report is provided as a part of the Council’s legislative meeting packet and will be reviewed and considered under the City Administrator’s Report section of the agenda.

If appropriate, high-level information will be provided during the meeting, and Council or the public will have the opportunity to ask questions. Following review at the Council meeting, the report will be posted on the website.

The Summary Report for November is included in the packet. The complete report can be accessed through the following link: [November 2024 Interim Financial Report](#)

**CFAA CONSIDERATIONS/IMPACTS:** Consistent and regular review of the City’s financial position demonstrates that the Governing Body and staff are mindful of the responsibility we have as stewards of limited public resources in meeting the needs of residents and visitors of all ages and abilities to our community.

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



# MONTHLY FINANCIAL REPORT

NOVEMBER 2024

**MISSION**  
*Kansas*



# Mission, Kansas

## Monthly Financial Report – Executive Summary

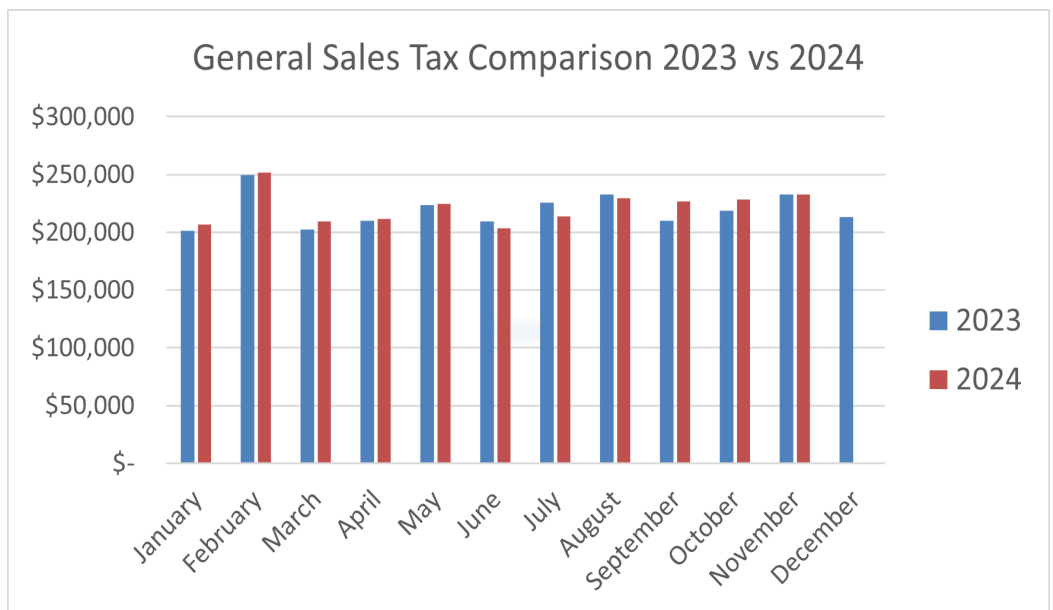
### November 2024

#### General Fund Revenue Summary by Category as of 11/30/24

	2024 Adopted Budget	2024 Est Budget	MTD Collections	YTD Collections	% of Est Budget Collected
<b>Taxes</b>					
Property Tax - General	2,552,192	2,552,302	0	3,613,738	142%
Property Tax - Streets	1,400,000	1,400,000	0	0	0%
Delinquent Property Tax	20,000	20,000	0	99,994	500%
Motor Vehicle Tax	279,788	264,788	0	236,490	89%
City Sales and Use Tax	4,300,000	4,425,000	342,042	3,931,416	89%
County Sales and Use Tax	1,100,000	1,120,000	90,980	1,070,227	96%
County Sales and Use Tax - Jail	274,000	274,000	22,517	264,893	97%
County Sales and Use Tax - Public Safety	274,000	274,000	22,517	264,893	97%
County Sales and Use Tax - Court	274,000	274,000	22,516	264,891	97%
Franchise Tax	1,161,500	1,101,000	80,606	922,457	84%
Alcohol Tax	130,000	130,000	0	112,705	87%
Intergovernmental Revenue	20,000	157,400	967	147,882	
Mission Square Pilot	47,250	47,250	0	26,850	57%
Licenses and Permits	160,650	162,000	4,338	144,834	89%
Jo Co Plan Review/Inspection Fees	360,000	310,000	3,683	175,775	57%
Police Fines	678,250	678,250	37,815	542,985	80%
Charges for Services	118,300	246,475	2,273	64,197	26%
Interest	85,000	125,000	7,608	135,635	109%
Miscellaneous and other	26,000	26,000	1,100	32,802	126%
Pool Revenues	170,000	173,000	0	182,285	105%
Parks Camp Revenues	200,000	225,000	0	230,028	102%
Community Center Revenues	1,026,350	1,221,350	99,809	1,125,500	92%
Bond Proceeds	0	0	0	0	0%
Transfers In	0	0	0	0	0%
<b>Total Revenues</b>	<b>14,657,280</b>	<b>15,206,815</b>	<b>738,771</b>	<b>13,590,475</b>	<b>89%</b>

#### General City Sales Tax :

Total Estimated Budget:	\$2,725,000
Total City Sales Tax collected YTD:	\$2,439,163
% of Estimated Budget collected:	89.5%
% of Year Expended:	91.7%
% change yr over yr =	<b>1.0%</b>

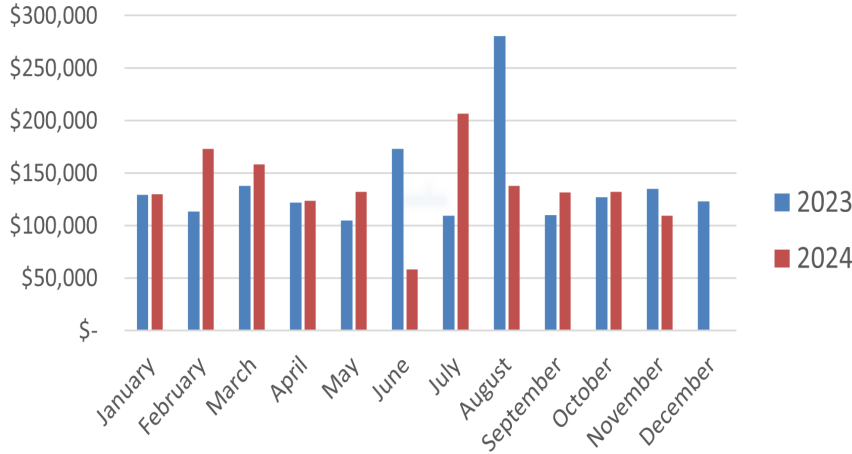


# Mission, Kansas

## Monthly Financial Report – Executive Summary

### November 2024

General Use Tax Comparison 2023 vs 2024



**Comments/Highlights:**

- City general sales tax revenues are performing in-line with historical averages while city use tax revenues are performing slightly below previous YTD. The 2022 and 2023 August use tax revenues included a very large remittance that was not included in 2024 indicating the same purchase has not occurred this year.
- County sales tax and use tax revenues are performing at historical averages for YTD.

Total Est. Budget: \$1,700,000      Total City Use Tax collected YTD: \$1,492,253      % of Total Est. Budget collected: 89.3%

% of Year Expended: 83%      % change yr over yr = -3.2%

		11/30/2024							
Fund		Revenue Budget		Uncollected	Expenditure Budget		Unencumb. Balance	Current Cash, MIP and Investments Balance	
			*Revenue YTD*	Revenue		*Expense YTD*			
01	General	\$ 15,206,815.00	\$ 13,590,475.49	\$ 1,616,339.51	\$ 15,370,907.00	\$ 12,531,178.57	\$ 2,839,728.43	\$ 4,822,501.06	
02	IRS 125 Plan	\$ -	\$ 56,645.40	\$ (56,645.40)	\$ -	\$ 62,045.33	\$ (62,045.33)	\$ 48,655.95	
03	Special Highway	\$ 277,500.00	\$ 278,500.70	\$ (1,000.70)	\$ 355,000.00	\$ 37,102.99	\$ 317,897.01	\$ 292,042.46	
08	Court - Bonds	\$ -	\$ 61,477.50	\$ (61,477.50)	\$ -	\$ 86,878.50	\$ (86,878.50)	\$ 23,459.00	
09	Special Alcohol	\$ 135,000.00	\$ 112,705.30	\$ 22,294.70	\$ 150,000.00	\$ 103,867.64	\$ 46,132.36	\$ 232,401.39	
10	Special Park & Recreation	\$ 132,500.00	\$ 119,014.14	\$ 13,485.86	\$ 231,240.00	\$ 55,762.18	\$ 175,477.82	\$ 283,801.21	
14	Court - ADSAP	\$ -	\$ -	\$ -	\$ -	\$ 614.88	\$ (614.88)	\$ 9,781.33	
15	Court - Reinstatement	\$ -	\$ 20,927.64	\$ (20,927.64)	\$ -	\$ 22,203.64	\$ (22,203.64)	\$ 731.09	
16	Special Law Enforcement	\$ -	\$ 14,693.80	\$ (14,693.80)	\$ -	\$ -	\$ -	\$ 48,597.82	
17	Restricted	\$ -	\$ 21,000.00	\$ (21,000.00)	\$ -	\$ -	\$ -	\$ 77,728.18	
18	Jo Co School District Sales Tax	\$ -	\$ 609.15	\$ (609.15)	\$ -	\$ -	\$ -	\$ 19,666.57	
19	MBDC	\$ 168,540.00	\$ 105,763.07	\$ 62,776.93	\$ 112,000.00	\$ 38,564.00	\$ 73,436.00	\$ 94,634.11	
22	Storm Drain Utility	\$ 2,751,535.00	\$ 3,639,635.76	\$ (888,100.76)	\$ 3,180,804.00	\$ 2,699,025.76	\$ 481,778.24	\$ 2,487,932.58	
24	Equipment Reserve Fund	\$ 200,500.00	\$ 141,191.19	\$ 59,308.81	\$ 336,668.00	\$ 336,668.00	\$ -	\$ (127,732.75)	
25	Capital Improvement Fund	\$ 3,141,003.00	\$ 1,220,194.22	\$ 1,920,808.78	\$ 3,551,377.00	\$ 4,699,362.68	\$ (1,147,985.68)	\$ (3,224,407.22)	
26	Rock Creek Drainage Dist #1	\$ 12,050.00	\$ 38,662.83	\$ (26,612.83)	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 43,841.34	
27	Rock Creek Drainage Dist #2	\$ 66,300.00	\$ 64,399.36	\$ 1,900.64	\$ 65,000.00	\$ -	\$ 65,000.00	\$ 66,284.29	
30	Solid Waste Utility Fund	\$ 611,000.00	\$ 585,150.25	\$ 25,849.75	\$ 659,500.00	\$ 607,833.68	\$ 51,666.32	\$ 48,408.33	
31	ARPA Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
32	Opioid Fund	\$ -	\$ 30,688.34	\$ (30,688.34)	\$ -	\$ 2,600.10	\$ (2,600.10)	\$ 58,071.79	
33	Family Adoption Fund	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 20,000.00	\$ 7,118.37	\$ 12,881.63	\$ (32,197.50)	
35	Transportation Fund	\$ -	\$ 536.40	\$ (536.40)	\$ -	\$ -	\$ -	\$ 14,723.68	
40	Street Sales Tax	\$ 1,198,500.00	\$ 1,041,263.21	\$ 157,236.79	\$ 2,005,425.00	\$ 405,425.00	\$ 1,600,000.00	\$ 1,547,053.62	
45	Parks & Rec Sales Tax	\$ 1,848,500.00	\$ 1,456,931.97	\$ 391,568.03	\$ 4,463,971.00	\$ 3,406,414.63	\$ 1,057,556.37	\$ 1,414,235.42	
50	Mission Trails TIF	\$ 390,000.00	\$ 579,211.40	\$ (189,211.40)	\$ 375,000.00	\$ 579,211.40	\$ (204,211.40)	\$ -	
55	Silvercrest at Broadmoor	\$ -	\$ 11,498.63	\$ (11,498.63)	\$ -	\$ -	\$ -	\$ 30,418.22	
60	Mission Crossing TIF Fund	\$ 495,000.00	\$ 529,604.76	\$ (34,604.76)	\$ 450,000.00	\$ 557,750.90	\$ (107,750.90)	\$ 36,745.77	
63	Gateway TIF Dist #1	\$ -	\$ 36,009.74	\$ (36,009.74)	\$ -	\$ -	\$ -	\$ 36,009.74	
64	Rock Creek TIF Dist #2	\$ -	\$ 85,488.26	\$ (85,488.26)	\$ -	\$ -	\$ -	\$ 136,254.61	
65	Cornerstone Commons Fund	\$ 72,000.00	\$ 66,205.11	\$ 5,794.89	\$ 70,500.00	\$ 90,200.52	\$ (19,700.52)	\$ 12,787.82	
66	Capitol Federal TIF Fund	\$ 23,500.00	\$ 21,237.58	\$ 2,262.42	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 80,003.29	
67	Mission Bowl TIF Fund	\$ -	\$ 78,142.50	\$ (78,142.50)	\$ -	\$ -	\$ -	\$ 142,594.37	
68	Rock Creek TIF Fund #3	\$ -	\$ 40,548.97	\$ (40,548.97)	\$ -	\$ -	\$ -	\$ 193,590.69	
69	Rock Creek TIF Fund #4	\$ -	\$ 27,070.09	\$ (27,070.09)	\$ -	\$ -	\$ -	\$ 130,899.01	
70	Mission Farm and Flower Market	\$ -	\$ 18,420.29	\$ (18,420.29)	\$ -	\$ 15,122.29	\$ (15,122.29)	\$ 19,326.60	
		\$ 26,755,243.00	\$ 24,093,903.05	\$ 2,661,339.95	\$ 31,429,392.00	\$ 26,344,951.06	\$ 5,084,440.94	\$ 9,068,843.87	
								MIP Statement	7,549,169.59
								Treasury Bills	-
								Cash balances	1,519,674.28
								Total	9,068,843.87
								Difference	-

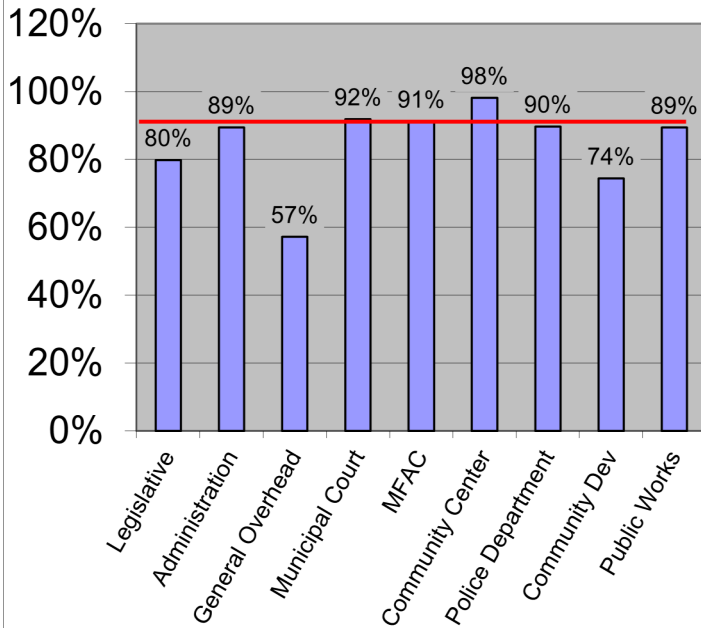
**Mission, Kansas**  
**Monthly Financial Report – Executive Summary**  
**November 2024**

**General Fund Expenditures by Department as of 11/30/24:**

DEPARTMENT	2024 Budget	2024 Estimated	Monthly Expenditure	YTD Expenditure	Amount Remaining	Expenditure Rate
<b>Legislative</b>						
Personnel Services	59,875	59,325	4,774	53,527	5,798	90%
Contractual Services	142,370	124,370	13,034	93,360	31,010	75%
Commodities	1,250	1,250	-	777	473	62%
Capital Outlay	-	-	-	-	-	0%
<b>Total</b>	<b>203,495</b>	<b>184,945</b>	<b>17,809</b>	<b>147,664</b>	<b>37,281</b>	<b>80%</b>
<b>Administration</b>						
Personnel Services	886,075	970,675	75,125	879,836	90,839	91%
Contractual Services	32,850	37,850	1,744	20,749	17,101	55%
Commodities	4,050	4,050	1,064	5,412	(1,362)	134%
Capital Outlay	-	-	-	-	-	0%
Debt Service	-	-	-	-	-	0%
<b>Total</b>	<b>922,975</b>	<b>1,012,575</b>	<b>77,934</b>	<b>905,997</b>	<b>106,578</b>	<b>89%</b>
<b>General Overhead</b>						
Personnel Services	-	-	-	-	-	0%
Contractual Services	391,500	384,500	10,732	354,472	30,028.47	92%
Commodities	42,750	50,640	2,512	55,172	(4,531.74)	109%
Capital Outlay	80,000	223,955	-	111,478	112,477.33	50%
Debt Service	252,450	252,450	-	-	252,450.00	0%
<b>Total</b>	<b>766,700</b>	<b>911,545</b>	<b>13,244</b>	<b>521,121</b>	<b>390,424</b>	<b>57%</b>
<b>Municipal Court</b>						
Personnel Services	304,200	298,665	21,893	274,610	24,055	92%
Contractual Services	32,900	32,900	250	6,179	26,721	19%
Commodities	6,750	10,250	54	10,051	199	98%
Capital Outlay	-	-	-	23,164	(23,164)	0%
<b>Total</b>	<b>343,850</b>	<b>341,815</b>	<b>22,197</b>	<b>314,003</b>	<b>27,812</b>	<b>92%</b>
<b>Parks and Recreation</b>						
<b>Mission Family Aquatic Center (MFAC)</b>						
Personnel Services	185,100	224,825	3,358	206,866	17,959	92%
Contractual Services	98,225	120,225	856	115,454	4,771	96%
Commodities	70,650	68,150	404	54,478	13,672	80%
Capital Outlay	-	-	-	-	-	0%
<b>Total</b>	<b>353,975</b>	<b>413,200</b>	<b>4,618</b>	<b>376,798</b>	<b>36,402</b>	<b>91%</b>
<b>Community Center</b>						
Personnel Services	1,718,000	1,730,850	149,417	1,761,998	(31,148)	102%
Contractual Services	835,800	816,650	59,404	745,781	70,869	91%
Commodities	114,500	115,500	10,205	105,312	10,188	91%
Capital Outlay	-	-	-	-	-	0%
<b>Total</b>	<b>2,668,300</b>	<b>2,663,000</b>	<b>219,026</b>	<b>2,613,090</b>	<b>49,910</b>	<b>98%</b>
<b>Police Department</b>						
Personnel Services	3,847,500	3,817,500	297,023	3,599,817	217,683	94%
Contractual Services	430,376	430,676	31,861	431,706	(1,030)	100%
Commodities	167,750	167,750	5,626	104,098	63,652	62%
Capital Outlay	30,000	235,596	-	87,811	147,785	37%
Debt Service/Lease	137,500	55,553	-	-	55,553	0%
<b>Total</b>	<b>4,613,126</b>	<b>4,707,075</b>	<b>334,511</b>	<b>4,223,432</b>	<b>483,643</b>	<b>90%</b>
<b>Community Development</b>						
Personnel Services	781,750	749,925	60,893	649,833	(649,833)	0%
Contractual Services	541,870	498,350	5,956	273,866	224,484	55%
Commodities	5,000	7,000	57	8,785	(1,785)	125%
Capital Outlay	-	1,500	-	2,653	(1,153)	177%
<b>Total</b>	<b>1,328,620</b>	<b>1,256,775</b>	<b>66,907</b>	<b>935,137</b>	<b>(428,287)</b>	<b>74%</b>
<b>Public Works</b>						
Personnel Services	1,163,000	1,081,325	71,401	893,862	187,463	83%
Contractual Services	1,103,300	1,171,652	100,562	1,099,824	71,828	94%
Commodities	298,200	187,000	13,599	187,247	(247)	100%
Capital Outlay	-	-	-	-	-	0%
<b>Total</b>	<b>2,564,500</b>	<b>2,439,977</b>	<b>185,562</b>	<b>2,180,933</b>	<b>259,044</b>	<b>89%</b>
<b>Other General Fund</b>						
	1,440,000	1,455,000	-	313,003	1,141,997	22%
<b>General Fund Total</b>	<b>15,205,541</b>	<b>15,385,907</b>	<b>941,807</b>	<b>12,531,179</b>	<b>2,104,803</b>	<b>81%</b>

## Mission, Kansas Monthly Financial Report – Executive Summary November 2024

**Departmental Summary**  
% Annual Budget Spent



**Additional highlights/comments:**

- The City’s cash balance position will fluctuate month-to-month based on when certain expenditures are accounted for such as payments made for large capital projects. The City’s cash balance position is strong with an ending cash balance across all funds of \$9.1 million as of November 30, 2024. Major expenditures in November include annual City event costs, 2024 and 2025 Street Preservation Program, 2026 CARS Program, and 2024 Parks capital improvements.
- Street Sales Tax and Parks + Recreation Sales Tax collections YTD in 2024 total \$1.15 million respectively, which represents an increase of **1.5%** over 2023 collections YTD.

Revenues and expenses for the Powell Community Center (PCC), including cost recovery rates, historical and YTD revenue and expense information is included in the monthly interim financial report. The table below illustrates actual revenues and expenses from 2019 through 2023 showing the difference in total dollars (subsidy for operations). YTD information for 2024 is also included. The cost recovery or self-sufficiency rate for each year is also shown in the table. A feasibility study for the PCC analyzing the center’s long-term feasibility and highest and best use was completed in 2023. The study recommended a targeted cost recovery rate of 70% to be achieved over several years.

	2019	2020	2021	2022	2023	2024 Budget	2024 YTD
Revenues	\$ 1,698,878	\$ 710,775	\$ 706,254	\$ 1,307,603	\$ 1,541,968	\$ 1,493,600	\$ 1,382,378
Expenses	\$ 2,425,932	\$ 2,062,448	\$ 2,267,738	\$ 2,397,870	\$ 2,578,539	\$ 2,663,000	\$ 1,847,167
Difference (\$)	\$ (727,054)	\$ (1,351,673)	\$ (1,561,484)	\$ (1,090,267)	\$ (1,036,572)	\$ (1,169,400)	\$ (464,789)
Cost Recovery %	70%	34%	31%	55%	60%	56%	75%

The reports that follow provide line item detail level summaries of revenues and expenditures for all funds, and are generated through the City’s financial management software, Governmentor. In addition to information on the current budget/fiscal year, the reports will contain information on the prior year actuals.

In addition to these summary reports, a summary claims report detailing expenditures for the month by fund is provided along with a report that details all payments made in the current month by vendor (listed alphabetically).