



REVISED

REGULAR MEETING AGENDA

Wednesday, February 16, 2022 at 7:00 p.m.

**POWELL COMMUNITY CENTER
6200 MARTWAY**

Meeting In Person and Virtually via Zoom

This meeting will be held in person at the time and date shown above. In consideration of the COVID-19 social distancing recommendations, 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

2. SPECIAL PRESENTATIONS

- 2021 Championship Tree Award ([page 4](#))
- Jenny Smith, Program Supervisor - Kansas Recreation and Parks Association 2022 Distinguished Professional Award
- ETC Institute "Leading the Way" Award Recognition
- Chief Dan Madden – Presentation on FBI, NA Experience

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 January 19, 2022 City Council Meeting](#)

CONSENT AGENDA - Finance & Administration Committee

[Finance & Administration Committee Meeting Packet February 2, 2022](#)
[Finance & Administration Committee Meeting Minutes February 2, 2022](#)

CONSENT AGENDA - Community Development Committee

[Community Development Committee Meeting Packet February 2, 2022](#)
[Community Development Committee Meeting Minutes February 2, 2022](#)

4b. Community Center Natatorium Painting and Slide Stairs

5. PUBLIC COMMENTS

6. ACTION ITEMS
Planning Commission

Miscellaneous

7. COMMITTEE REPORTS

Finance & Administration, Debbie Kring

[Finance & Administration Committee Meeting Packet February 2, 2022](#)
[Finance & Administration Committee Meeting Minutes February 2, 2022](#)

- 7a. Predevelopment Agreement - BK Properties, LLC, 5665 Foxridge Drive (page 8)
- 7b. Predevelopment Agreement – Aryeh Realty, LLC, the Gateway Project (page 29)
- 7c. Mission Bowl Request for Extension for Commencement of Construction (page 38)

Community Development, Trent Boultinghouse

[Community Development Committee Meeting Packet February 2, 2022](#)
[Community Development Committee Meeting Minutes February 2, 2022](#)

- 7d. Community Center Skylight and Ceiling Repairs (page 50)
- 7e. Increase in Lifeguard Pay (page 54)

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- 9a. Ordinance Regulating Public Offenses within the City of Mission and Amending the Municipal Code to Extend the Requirement for Wearing Masks or other Face Coverings during the COVID-19 Public Health Pandemic and Recovery (page 57)

9b. Date Change for March 2022 Council Legislative Meeting ([page 66](#))

10. COMMENTS FROM THE CITY COUNCIL

11. COUNCIL COMMITTEE LIAISON REPORTS

- Sustainability Commission (Kring/Thomas)
- Parks, Recreation + Tree Commission (Loudon/Ryherd)
- Mission Magazine Editorial Board (Boultinghouse)
- Family Adoption Committee (Chociej)

12. MAYOR'S REPORT

Appointments

Parks, Recreation and Tree Commission

- Warren Hays, Ward III
- Kevin Schmidt, Ward III
- Jay Fleer, Non-resident

Climate Action Plan Task Force

- Hillary Thomas, Ward I Councilmember
- Ben Chociej, Ward IV Councilmember
- Josh Thede, Sustainability Commission
- Andy Hyland, Sustainability Commission
- Robin Dukelow, Planning Commission
- Jacque Gameson, Parks, Recreation + Tree Commission
- Emily Randel, Administration
- Karie Kneller, Community Development
- Robert Meyers, Police
- Craig Donner, Parks + Recreation
- Celia Duran/Brent Morton, Public Works

13. CITY ADMINISTRATOR'S REPORT

13a. January 2022 Interim Financial Reports ([page 67](#))

14. EXECUTIVE SESSION

ADJOURNMENT

December 20, 2021

Ben and Mary Funk
6432 Milhaven Dr
Mission, KS 66202

Dear Mr and Mrs Funk:

Mission Parks + Recreation in partnership with the Mission Parks, Recreation + Tree Commission formally congratulate you on owning and sharing your newly awarded Championship Red Bud tree with the community.

The evaluation criteria of a championship tree is based on the following:

- Beautiful spring blossoms
- Gorgeous colors that change from season to season
- Tree location- front yard
- Amount of shade
- Beautifies the neighborhood
- Children planted the tree- 14 years ago

Your tree was officially nominated by you, which is understandable given that you enjoy this tree year-round.

As part of your recognition, you will receive:

- Commemoration plaque
- \$50 gift card to Lowe's for future landscape improvements
- Presentation before Mission Municipal Council

We anticipate that this Municipal Council presentation will occur Wednesday, February 16 at 7PM at the Powell Community Center (or virtually through Zoom). Please let me know as soon as possible if you can be in attendance. Congratulations, and we wish your tree many years of continued growth & beauty.

Sincerely,

Penn Almoney
Parks + Recreation Director

Anne O'Leary, Chairperson
Mission Parks, Recreation + Tree Commission

Nominate a Tree!



Every year a tree growing in Mission is designated as our City's **CHAMPIONSHIP TREE**. Your nomination of a tree growing in your yard, a Mission City park, or commercial property within Mission could win:

- City Council & Mission Magazine Recognition
- CHAMPIONSHIP TREE Plaque
- \$50 Garden Center Gift Card
- The Mission Group Tree Hug

The nominated tree could have a special “heart hugging” role in my life because:

- I planted it
- Birth of child
- Celebration of a Birthday
- Celebration of a Wedding
- Honored a loved one
- Reason I purchased a home
- Distinctively identifies the property
- Survivor of nature's perilous storms
- Beautiful spring blossoms
- Gorgeous fall color
- Perfect location of swing
- Cool summer shade
- Survivor of home improvement/construction
- Other

Arborists select trees throughout the world as **LANDMARK TREES** and **CHAMPIONSHIP TREES** based upon specific growth characteristics. However these are scientific reasons, but special “heart hugging” roles are good reasons to nominate a tree you know as the City of Mission's **CHAMPIONSHIP TREE**.



CHAMPIONSHIP TREE NOMINATION City of Mission, Kansas

Ben and Mary Funk
name of tree owner

6432 Milhaven Dr.
address,

Mission KS 66202
city, state, zip

front yard
location of tree

Red Bud
species (if known)

913-262-8455
owner's phone number

neighbor S. Russell
nominated by

6416 Milhaven Dr.
address

Mission KS 66202
city, state, zip

phone

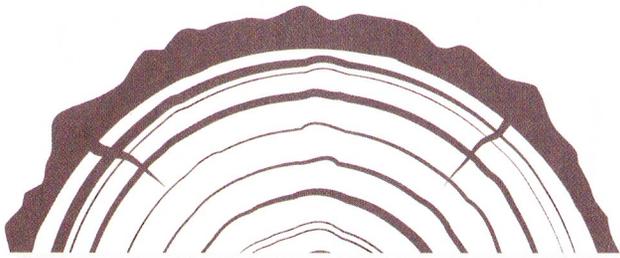
YES NO

Is a picture of the tree when first
planted available? ²⁰²⁰

picture of tree ^{of seasons}
YES NO

Does this tree have special meaning or a
story to tell? Please describe on back.

**Mail completed form and a
current picture of the tree to:
Championship Tree Program
Attn. Christy Humerickhouse
6200 Martway Street, Mission, KS 66202**

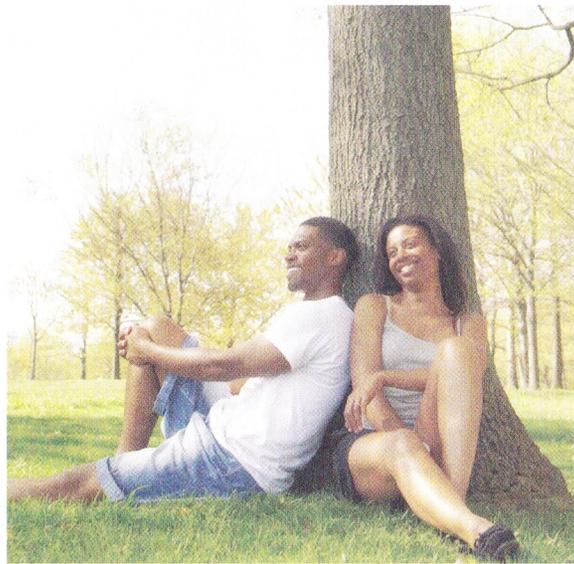
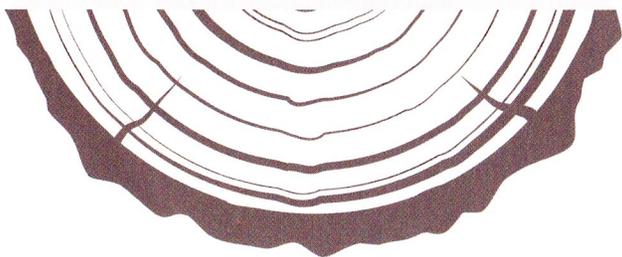


Does this tree have special meaning or a story to tell?
(Attach extra paper if necessary. Max. 300 words.)



*years ago,
We moved into our
Milhaven Drive
home. Our children
Laurie (and Scott Miesse)
gave us this tree
for a "new house"
gift, better yet they
planted the tree.*

*We have enjoyed
the tree in its season
changes, and it has
grown and been
a treasured gift.*



About Us

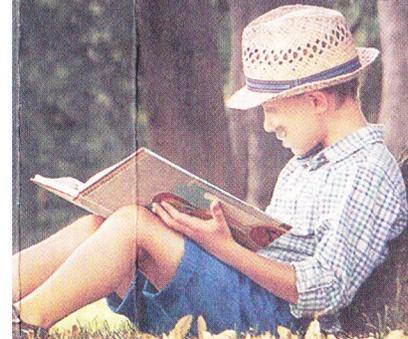
The City of Mission CHAMPIONSHIP TREE AWARD is a function of the Mission Parks, Recreation and Tree Commission, an appointed Board consisting of 13 members representing all four voting wards of the City, two youth members and two City staff representatives whose activities are funded through the City of Mission budget. The activities of this Commission brings national recognition to Mission as a Tree City USA by investing in the future of Mission's treed landscape, ordinances and maintenance.

CITY OF MISSION
KANSAS
PARKS & RECREATION

www.missionks.org

Championship Tree Program

Every Tree Deserves a Hug –
Nominate Your Special Tree Today!



CITY OF MISSION
KANSAS
PARKS & RECREATION



City of Mission	Item Number:	7a.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Administration	From:	Brian Scott

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

RE: Predevelopment Agreement with BK Properties, LLC for redevelopment of 5665 Foxridge Drive as a multi-family housing project.

RECOMMENDATION: Approve a predevelopment agreement with BK Properties, LLC for consideration of a multi-family development at 5665 Foxridge Drive.

DETAILS: The property at 5665 Foxridge is an approximately five-acre parcel bounded by Foxridge Drive on the west, W. 56th Street on the north, and Broadmoor Street on the east. There is a 39,825 square foot, one-story building on the property that was built in 1970. The building was formerly used as a call center for the credit department of the JCPenney department store but has now been vacant for more than a decade.

In 2017, the City considered a redevelopment proposal for the construction of an assisted living and memory care facility at the site. The developer submitted an application to the City for use of tax increment financing (TIF). A TIF district (Silvercrest TIF District) was established and remains in place. No TIF Project plan was ever approved as the developer withdrew the application and abandoned the proposal to pursue development as a part of the Meadowbrook project in Prairie Village.

Block Real Estate Services currently has a purchase option agreement on the property. In their preliminary discussions with City staff, they have indicated they plan to pursue development of a five-story, 300 unit building multi-family project. The project would include mostly one- and two-bedrooms units, an outdoor pool and courtyard, fitness facility, leasing office, and other amenities. The proposed project would be similar to other multi-family redevelopment projects in Mission such as The Locale (6201 Johnson Drive) and Mission Bowl (5399 Martway Street).

Block Real Estate Services has indicated their intent to submit a TIF Project Plan application to the City. Historically, when the City considers a project of this nature, we enter into a "Predevelopment Agreement" with the proposed developer. The attached agreement, developed by the City's Land Use Counsel, includes the following:

- A. Designation of BK Properties, LLC as the "Developer of Record" for the Project Area until the earliest of the following dates: (a) one-year from the date of the predevelopment agreement; (b) the date the Developer acquires title to the project area; or (c) the date the agreement by which the Developer is to acquire title is terminated. During this time, the City may not enter into a final development agreement with another party for the same site.
- B. Development is contingent on satisfactory negotiation of a final development

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

City of Mission	Item Number:	7a.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Administration	From:	Brian Scott

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

agreement, completion of the planning and zoning entitlement process, agreement on any public improvements and development design.

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

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

Consideration of the predevelopment agreement is the first step in consideration of the developer's request for incentives. Adoption of the predevelopment agreement does not obligate the City Council to any public incentives. The specific terms of a final development agreement will be considered once City staff and the City's consulting team have evaluated the request and formulated a recommendation to the City Council.

Staff recommends that the City Council approve the predevelopment agreement between the City of Mission and BK Properties, LLC for consideration of a proposed multi-family redevelopment project at 5665 Foxridge.

CFAA CONSIDERATIONS/IMPACTS: Access to quality housing for individuals of all ages is an important pillar of the Community for All Ages initiative. The proposed redevelopment project will provide additional housing options for residents of Mission.

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

PREDEVELOPMENT AGREEMENT

THIS PREDEVELOPMENT AGREEMENT (this “Agreement”) is entered into as of the ___ day of _____, 2022, between the CITY OF MISSION, KANSAS, a municipal corporation of the State of Kansas (the “City”), and BK PROPERTIES, LLC, a Missouri limited liability company, and its successors and assigns (the “Developer”) (the City and Developer are hereby collectively referred to as the “Parties”).

RECITALS

A. The Parties desire to enter into this Agreement in order to designate the Developer as the exclusive developer during the term of this Agreement for the purpose of studying the feasibility of a multi-family housing development (“Development”) to be located at 5665 Foxridge Drive, Mission, Kansas (“Project Area”) and determining matters that may be included in a development agreement between the Parties (“Development Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Developer agree as follows:

1. DEVELOPER OF RECORD. The City acknowledges that there are risks and costs of preliminary planning activities and other requirements associated with the preparation of a project redevelopment plan. As an inducement to Developer to assume those costs and undertake those activities set forth herein, and for the other consideration described herein, the City designates Developer as the exclusive developer of record for the Project Area until the earliest of the following dates: (a) one-year from the date hereof; (b) the date Developer acquires

title to the Project Area; or (c) the date the agreement by which Developer is to acquire title to the Project Area is terminated (“Term”). During the Term, as long as this Agreement is in effect, the City agrees that it will not enter into an agreement with any other person or entity for the implementation of any redevelopment project within the Project Area without the written consent of Developer.

2. BASIC TERMS OF FINAL DEVELOPMENT AGREEMENT.

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

A. Determination of Development. The Parties must agree on the proposed square footages of each building, number of living units and the exterior design for the Development.

B. Agreement on Site Work, Infrastructure and Utilities. The Parties shall agree on how site work, utilities, street, intersection, sidewalk and similar improvements are to be addressed by any development plan.

C. Agreement on Plans and Specifications. The Parties shall agree on the plans and specifications of the exterior design of the Development.

D. Agreement on Progress Schedule. The Parties shall agree on a progress schedule by which the Development will be undertaken and completed, subject to force majeure.

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

F. Public Incentives. The Parties shall agree on public incentives, if any, for which the Development qualifies.

G. Other Matters. The Development Agreement shall also address any other matters that either party deems appropriate.

In the event of a conflict between this Agreement and the Development Agreement, the terms of the Development Agreement shall control.

3. OBLIGATIONS OF THE PARTIES TO PROCEED.

The obligation of the Parties to proceed beyond this Agreement is dependent upon the Parties entering into a Development Agreement prior to the termination of this Agreement. Nothing contained herein shall: (i) obligate the City to create or approve the Development; (ii) obligate the City to create or approve a development plan for Project Area; (iii) obligate the City to approve or provide public incentives; or (vi) obligate either party to enter into a Final Development Agreement.

4. FEASIBILITY STUDY. The City may wish to obtain a third-party Feasibility Study (the “Study”) to determine whether the Development’s benefits and tax increment revenue and other available revenues are expected to exceed or be sufficient to pay for the eligible costs of the Development. Developer shall reasonably cooperate with the City and its consultants in connection with the Study, including but not limited to sharing non-proprietary information, attending public input sessions and attending City Council work sessions.

5. MISCELLANEOUS.

A. Costs. Except as otherwise provided specifically herein, each party shall be solely responsible for all costs and expenses incurred by such party in connection with the matters contemplated by this Agreement. Provided, however, that the Developer will reimburse and pay the City for its expenses incurred (“City Expenses”) following execution of this Agreement.

i. In order to ensure the prompt and timely payment of the City Expenses, the Developer will establish a fund (the "Fund") in the amount of \$10,000.00 ("Initial Deposit") by paying such amount to the City contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged.

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

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

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

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

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

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

B. Assignability. Neither party shall assign this Agreement without the written consent of the other party.

C. Amendments. This Agreement may be supplemented or amended only by written instrument executed by the Parties affected by such supplement or amendment.

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

E. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon the Parties hereto, and the permitted successors and assigns of the Parties.

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

G. Not A Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.

H. Termination. Developer may terminate this Agreement upon ten (10) days advance notice to the City, in which event (i) City will be reimbursed for all approved City Expenses

actually incurred by the City prior to the receipt of such termination notice, (ii) all remaining moneys on deposit in the Fund shall immediately be returned to Developer, and (iii) this Agreement shall automatically terminate and the Parties shall have no further obligations hereunder.

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

CITY OF MISSION, a Kansas municipal corporation

Solana Flora, Mayor

ATTEST:

Audrey M. McClanahan, City Clerk

BK PROPERTIES, LLC, a Missouri limited liability company

By: _____

Title: _____



5665

Foxridge Drive

**Multifamily Development
Mission, Kansas**

February 2, 2022

BLOCK

REAL ESTATE SERVICES, LLC

photo: 44 Washington North Plaza Residences



BLOCK

REAL ESTATE SERVICES, LLC

Block Real Estate Services, LLC (BRES) is a full-service commercial real estate brokerage and development company managing over 43 million square feet of retail, office, industrial, and multifamily properties for equity partnerships and third party owners. Our development division has developed over 325 office, industrial, retail, and medical buildings totaling over \$4.0 billion.



BRES's portfolio of services include:

- Construction and Development Services
- Financial Services
- Economic Incentives Consultation
- Asset and Property Management
- Investment Services
- Real Estate Brokerage Services
- Tenant/Landlord Representation
- Investment Services
- The Block Funds

43,970,577

TOTAL BUILDING SF UNDER OWNERSHIP AND MANAGEMENT

5,849,499

TOTAL MULTIFAMILY SF

1,653,000

TOTAL HEALTHCARE SF

20,362,100

TOTAL INDUSTRIAL SF

12,800,664

TOTAL OFFICE SF

3,305,314

TOTAL RETAIL SF

**Mixed-Use has been broken out into office, retail and multifamily.*

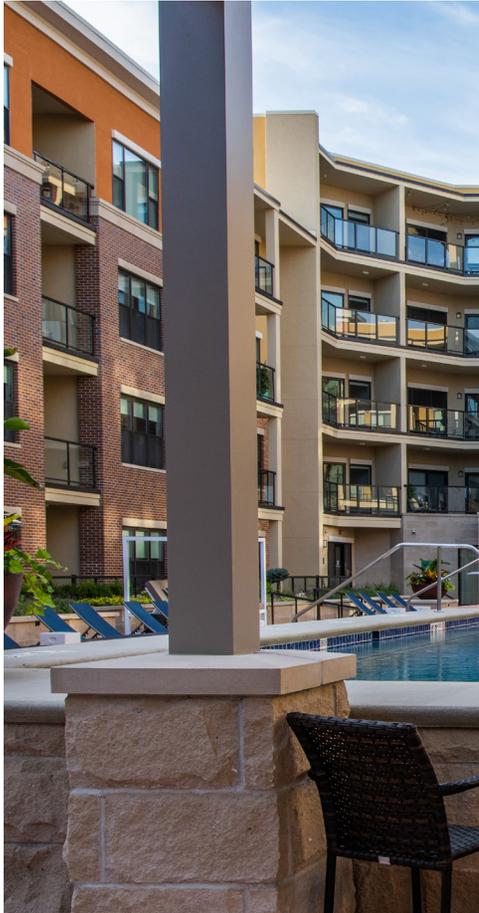


BLOCK

MULTIFAMILY GROUP

A BLOCK REAL ESTATE SERVICE

Block Multifamily Group (BMG) provides proactive management services for conventionally-financed multifamily assets. By blending the goals of ownership with a high-level of resident satisfaction, providing accurate and timely reporting, and being proactive to market conditions BMG is able to effectively manage our clients' needs. Additionally, BMG believes that employee satisfaction will make the company a success and facilitate value enhancement for the managed asset.



REAL ESTATE SERVICES, LLC

REAL ESTATE. REAL STRATEGIES. REAL SUCCESS[®]

Multifamily Development Experience



The Royale at CityPlace

10501 W. 113th Street
Overland Park, Kansas
Multifamily Development
344 Units
Completed: 2018

2017 Capstone Award Winner
- Kansas City Business Journal



The Apex at CityPlace

College Boulevard and Switzer Road
Overland Park, Kansas
Multifamily and Retail Development
370 Units
Completed: 2021



WaterSide Residences on Quivira

8201 Quivira Road
Lenexa, Kansas
Multifamily Development
481 Units
Phase 1 Completed: 2017
Phase 2 Completed: 2018



The Villas at 44 Washington

Washington Street
Kansas City, Missouri
Multifamily Development
8 Units
Completed: 2021



44 Washington North Plaza Residences

4400 Washington Street
Kansas City, Missouri
Multifamily Development
196 Units
Completed: 2020



The Villas at WaterSide

SW Corner of 81st and Flint Streets
Overland Park, Kansas
Multifamily Development
296 Units
Completed: 2021



WaterCrest at City Center

8401 Renner Boulevard
Lenexa, Kansas
Multifamily Development
306 Units
Completed: 2015



531 Grand

531 Grand Boulevard
Kansas City, Missouri
Multifamily Development
185 Units
Completed: 2018

2019 Capstone Award Winner
- Kansas City Business Journal



Aerial



Previous Projects in Mission



Subject Site

Broadmoor Place

Mission Corporate Centre

Metcalf Avenue

Johnson Drive

Mission Project Experience



Broadmoor Place

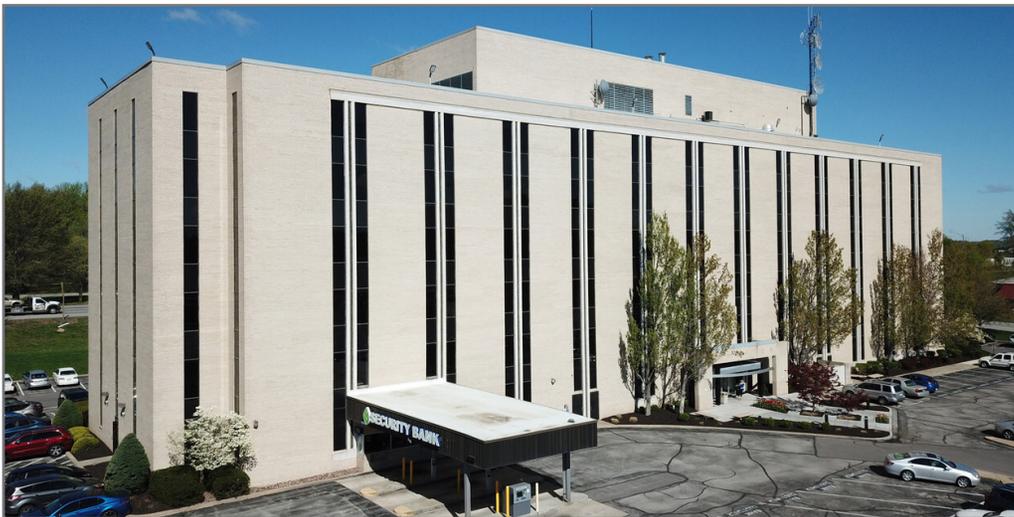
5799 Broadmoor Street
Overland Park, Kansas

Office Building Development

114,000 SF

Purchased: 2001

Sold: 2015



Mission Corporate Centre

5800 Broadmoor Street
Overland Park, Kansas

Office Building Development

115,000 SF

Purchased: 2000

Sold: 2016

Landscape Architectural Guidelines

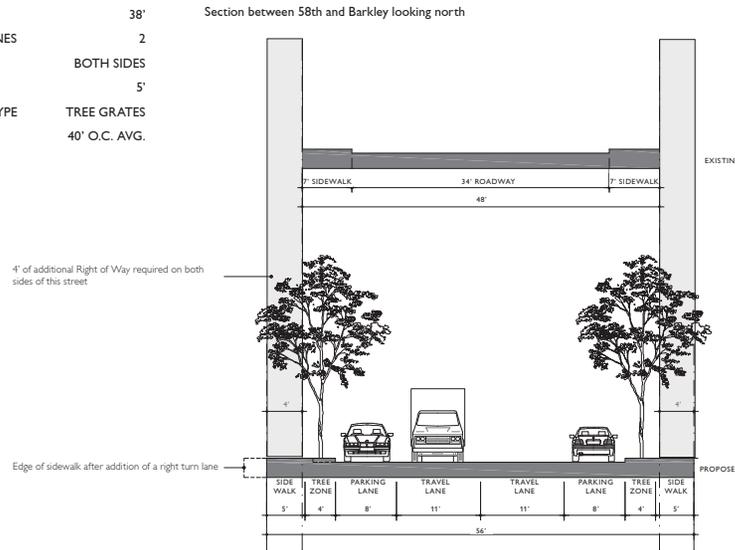
MISSION WEST GATEWAY FORM BASED CODE



RIGHT-OF-WAY	56'
PAVEMENT	38'
TRAVEL LANES	2
PARKING	BOTH SIDES
SIDEWALK	5'
PLANTER TYPE	TREE GRATES
TREES	40' O.C. AVG.

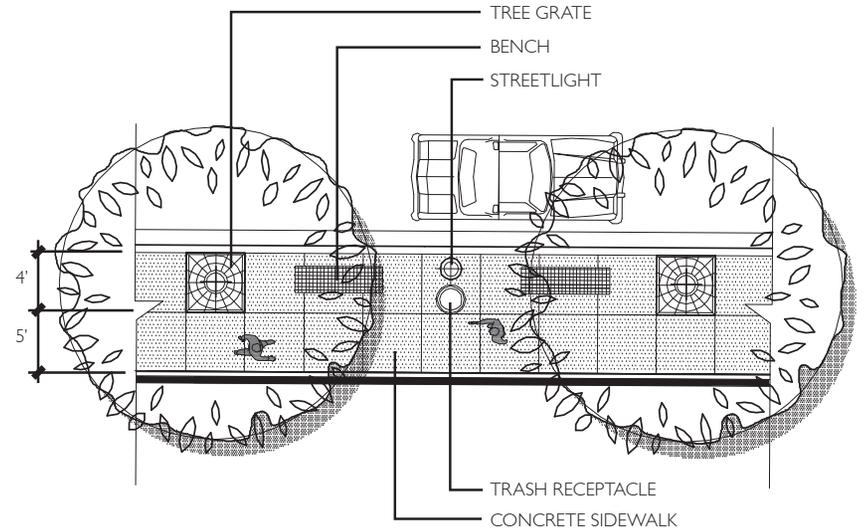


STREET LAYOUT GUIDELINES TYPE III - BROADMOOR STREET NORTH



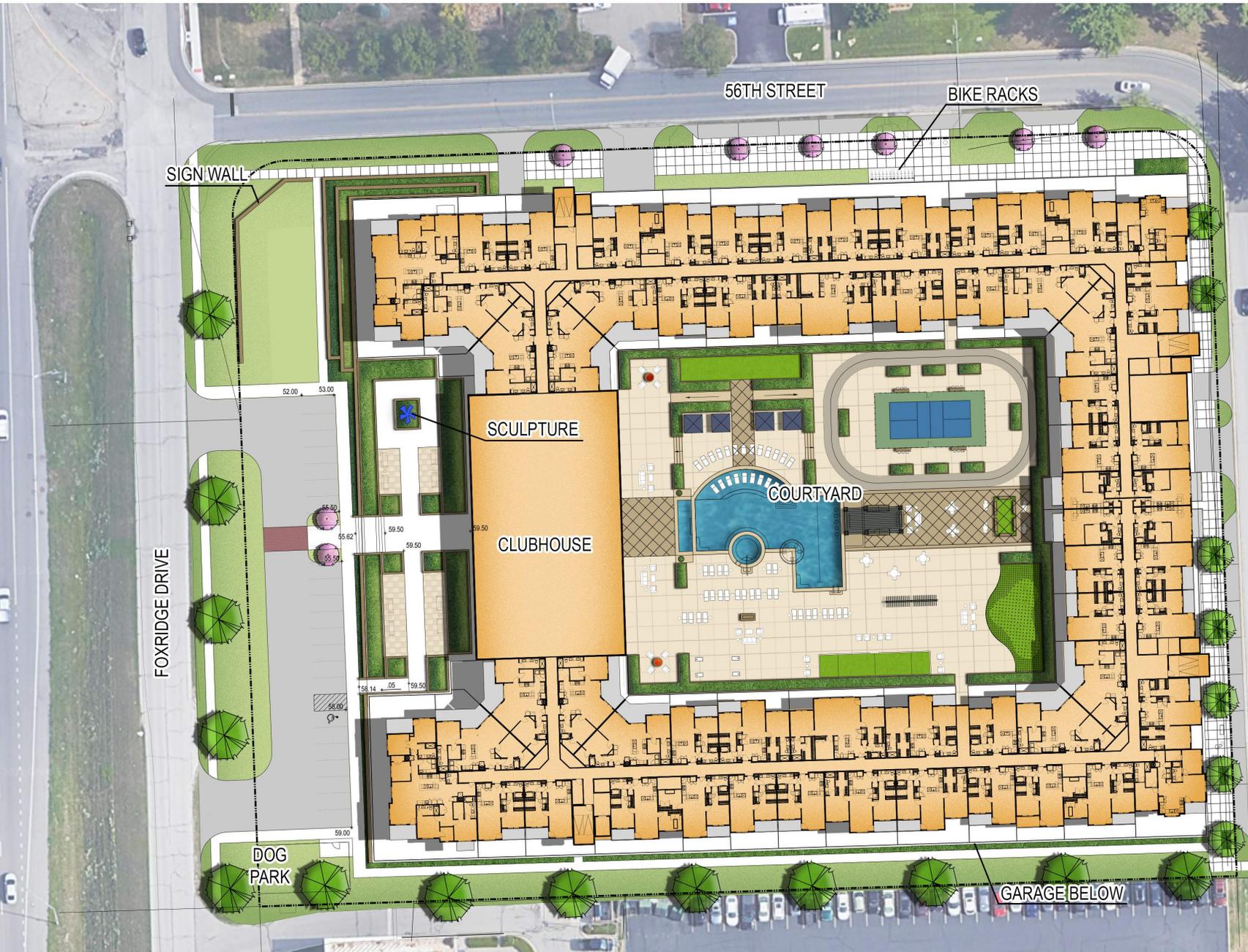
STREET LAYOUT GUIDELINES

LANDSCAPE ARCHITECTURAL GUIDELINES TYPE II - URBAN BLVD

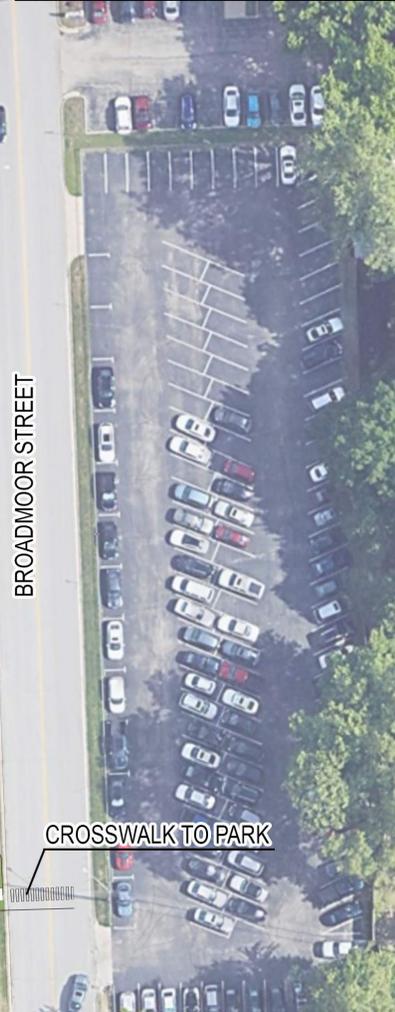


Palette of Materials

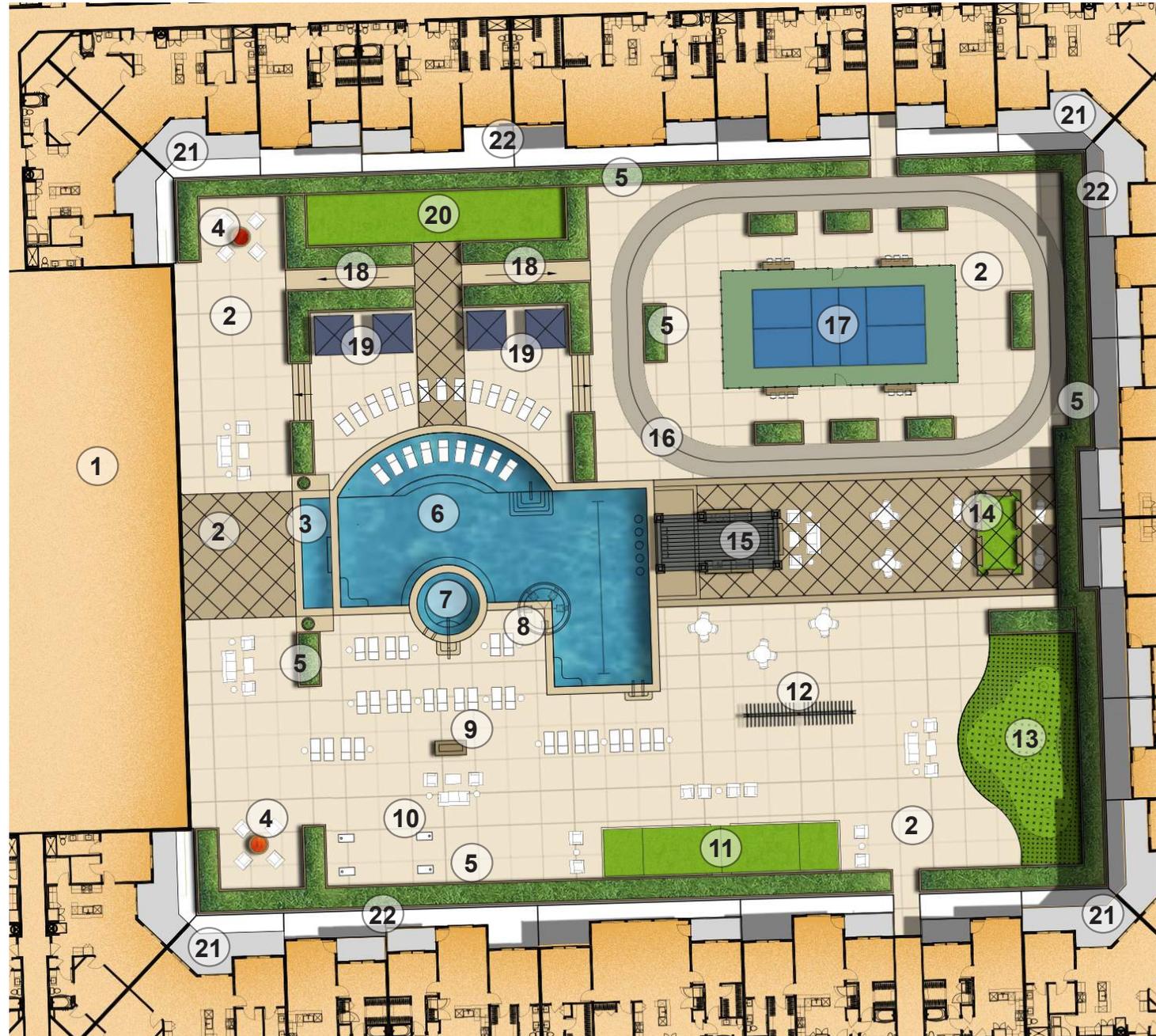
Site Plan Rendering



TOTAL UNITS		
UNIT TYPE	TOTAL UNITS	% OF TOTAL
STUDIO	28	9%
1BR	123	40%
1BR + DEN	34	11%
2BR	104	34%
2BR+DEN	8	3%
3BR	10	3%
TOTALS:	307	100%



Courtyard Concept Plan



COURTYARD AMENITIES:

1. CLUBHOUSE
2. STAMPED & COLORED CONCRETE PAVEMENT
3. WATER FEATURE
4. FIRE PIT
5. RAISED PLANTER
6. POOL W/ SHALLOW LEDGE, SWIM UP BAR & LAP LANE
7. SPA
8. ADA LIFT
9. TV WALL W/ FIREPLACE
10. BAGS GAMES
11. BOCCE COURT
12. TRELLIS W/ SWINGS
13. PUTTING GREEN
14. SNOOKBALL
15. ROOF COVERED GRILL STRUCTURE
16. RUNNING TRACK
17. PICKLEBALL COURT
18. ADA RAMP
19. CABANAS
20. SYNTHETIC TURF AREA
21. EXTENED UNIT PATIOS
22. POOL FENCE

Project Experience



Project Experience



 THE VILLAS
AT WATERSIDE

BLOCK

REAL ESTATE SERVICES, LLC REAL ESTATE. REAL STRATEGIES. REAL SUCCESS[®]

5665 Foxridge Drive - 12

DISCUSSION



City of Mission	Item Number:	7b.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Administration	From:	Brian Scott

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

RE: Predevelopment Agreement with Aryeh Realty, LLC for the Mission Gateway Project

RECOMMENDATION: Approve a predevelopment agreement with Aryeh Realty, LLC for consideration of a mixed-use redevelopment project known as the Mission Gateway

DETAILS: The Mission Gateway Development Agreement expired on December 31, 2021. The Gateway Developers have submitted a revised preliminary development plan and a request related to incentives and are seeking to re-engage in negotiation of a new development agreement in connection with the project.

Historically, when the City considers a project of this nature, a “Predevelopment Agreement” is negotiated with the proposed developer. This had been done previously with the Gateway developer, but it is now reasonable to consider a new agreement. The attached agreement, has been developed by the City’s Land Use Counsel, and includes the following:

- A. Limits the obligation of the parties to proceed beyond the Predevelopment Agreement if a final Development Agreement has not been entered into within 6 months.
- B. Development is contingent on satisfactory negotiation of a final development agreement, completion of the planning and zoning entitlement process, agreement on any public improvements and development design.
- C. Nothing in Predevelopment Agreement obligates the City to approve the final development, or any public incentives.
- D. The Developer will establish a \$10,000 fund to reimburse for any City expenses incurred during discussion and review of a final development agreement.
- E. Allows the City, in its sole discretion to suspend negotiations, drafting of documents or other activities in the event the Developer fails to timely pay taxes, if the property is subject to uncured municipal code violations or a judicial foreclosure action is pending regarding any mortgage or other encumbrance against the property.

Adoption of the predevelopment agreement does not obligate the City Council to any public incentives. The specific terms of a final development agreement will be considered once City staff and the City’s consulting team have evaluated the request and formulated a recommendation to the City Council.

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

City of Mission	Item Number:	7b.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Administration	From:	Brian Scott

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

Staff recommends that the City Council approve the predevelopment agreement between the City of Mission and Aryeh, Realty, LLC for consideration of a proposed mixed-use redevelopment project known as the Mission Gateway.

CFAA CONSIDERATIONS/IMPACTS: Access to quality housing for individuals of all ages is an important pillar of the Community for All Ages initiative. The proposed redevelopment project will provide additional housing options for residents of Mission.

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

PREDEVELOPMENT AGREEMENT

THIS PREDEVELOPMENT AGREEMENT (this “Agreement”) is entered into as of the ___ day of February, 2022, between the CITY OF MISSION, KANSAS, a municipal corporation of the State of Kansas (the “City”), and ARYEH REALTY, LLC, a limited liability company, and its successors and assigns (the “Developer”) (the City and Developer are hereby collectively referred to as the “Parties”).

RECITALS

A. The Parties desire to enter into this Agreement for the purpose of studying the feasibility of a mixed use development (“Development”) to be located at an area bounded by Johnson Drive on the north, Roeland Drive on the west, Shawnee Mission Parkway on the south and Roe Avenue on the east, in Mission, Kansas (“Property” or “Project Area”) and determining matters that may be included in a development agreement between the Parties (“Development Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Developer agree as follows:

1. BASIC TERMS OF FINAL DEVELOPMENT AGREEMENT.

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

A. Determination of Development. The Parties must agree on the proposed square footages of each building and the number of living units in the Development.

B. Agreement on Site Work, Infrastructure and Utilities. The Parties must agree on how site work, utilities, street, intersection, sidewalk and similar improvements are to be addressed by any development plan.

C. Agreement on Plans and Specifications. The Parties must agree on the plans and specifications of the exterior design of the Development.

D. Agreement on Progress Schedule. The Parties must agree on a progress schedule by which the Development will be undertaken and completed, subject to force majeure.

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

F. Public Incentives. The Parties shall agree on public incentives, if any, the Development may receive, it being understood that the granting of public incentives lies within the sole discretion of the City. The fact that incentives may have been granted for the Property in the past shall have no binding effect on the City and will create no precedent.

G. Other Matters. The Development Agreement shall also address any other matters that the Parties deems appropriate.

2. OBLIGATIONS OF THE PARTIES TO PROCEED.

The obligation of the Parties to proceed beyond this Agreement is dependent upon the Parties entering into a Development Agreement within six (6) months of the date of this Agreement. Nothing contained herein shall: (i) obligate the City to create or approve the Development; (ii) obligate the City to create or approve a development plan for Project Area; (iii) obligate the City to approve or provide public incentives; or (vi) obligate either party to enter into a Development Agreement.

3. FEASIBILITY STUDY. The City may wish to obtain a third-party Feasibility Study (the “Study”) to determine whether the Development’s benefits and tax revenue and other available revenues are expected to exceed or be sufficient to pay for any agreed eligible costs of the Development. Developer shall reasonably cooperate with the City and its consultants in connection with the Study, including but not limited to sharing non-proprietary information, attending public input sessions and attending City Council work sessions.

4. MISCELLANEOUS.

A. Costs. Except as otherwise provided specifically herein, each party shall be solely responsible for all costs and expenses incurred by such party in connection with the matters contemplated by this Agreement. Provided, however, that the Developer will reimburse and pay the City for its expenses incurred (“City Expenses”) following execution of this Agreement.

i. In order to ensure the prompt and timely payment of the City Expenses, the Developer will establish a fund (the “Fund”) in the amount of \$10,000.00 (“Initial Deposit”) by paying such amount to the City contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged.

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

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

iv. In the event the City determines that the total of the City Expenses will exceed the balance in the Fund, the City will submit an itemized statement therefor to the Developer to replenish the Fund so that there is a cash balance available against which additional City Expenses may be applied on a current basis. Insufficiency of the Fund shall not excuse Developer's obligation to pay City Expenses.

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

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

B. Assignability. Neither party shall assign this Agreement without the written consent of the other party.

C. Amendments. This Agreement may be supplemented or amended only by written instrument executed by the Parties affected by such supplement or amendment.

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

E. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon the Parties hereto, and the permitted successors and assigns of the Parties.

F. Non-liability of City Officials and Employees. No member of the governing body, official or employee of the City shall be personally liable to Developer, or any successor in interest

to Developer, pursuant to the provisions of this Agreement, nor for any default or breach of the Agreement by the City.

G. Not A Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.

H. Suspension of Negotiations, Drafting, etc. City, in its sole discretion, may suspend negotiations, drafting of documents and other activities pursuant to this Agreement in the event Developer fails to timely pay taxes and assessments against the Property; the Property is subject to uncured municipal code violations; or the pendency of a judicial foreclosure action with regard to any mortgage or other encumbrance against the Property.

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

Signature Pages to Follow

CITY OF MISSION, a Kansas municipal
corporation

Solana Flora, Mayor

ATTEST:

Audrey M. McClanahan, City Clerk

ARYEH REALTY, LLC, a limited liability
company

By: _____

Title: _____

City of Mission	Item Number:	7c.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Administration	From:	Laura Smith

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

RE: Request for an Extension of Time for Commencement of Construction for the Mission Bowl Apartments.

RECOMMENDATION: Approve an extension of time for commencement of construction and corresponding adjustment of the development schedule for construction of the Mission Bowl Apartments.

DETAILS: The preliminary development plan (PDP) for the proposed Mission Bowl Apartments project (5399 Martway) was approved in December of 2020, along with the tax increment financing (TIF) project plan and the redevelopment agreement (RDA).

The Developers of the Mission Bowl Apartments project have continuously pursued work on the project to meet the project schedule outlined in the Redevelopment Agreement. Because of the complexities involved with the Johnson County Wastewater (JCW) lift station and easement accesses, the project encountered unanticipated delays in early 2021, resulting in the Developer seeking an extension to the project schedule for demolition, vertical construction and project completion by three (3) months. That extension was approved in May 2021.

The Developer has continued to work diligently to finalize plans, budgets, and financing and has demolished the existing structure and secured the site. The anticipated project budget in March 2021 was approximately \$25.2 million. As bids were sought from both the general contractor and subcontractors, prices began to escalate driven by supply chain and work force issues prevalent throughout the pandemic. As of January 2022, the overall project budget has increased by approximately \$5.0 million a 22% increase over the original budget.

As a result, the Developer's team began pursuing value engineering options seeking solutions which would allow the project to be delivered as approved. This has included moving amenities to different locations in the project and the addition of eight (8) additional apartment units.

Even though costs continued to escalate, the Developer never approached staff with a request to reduce the scope of the project or increase the level of incentives.

Related Statute/City Ordinance:	Ordinance 1527 /Resolution 1076
Line Item Code/Description:	N/A
Available Budget:	N/A

City of Mission	Item Number:	7c.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Administration	From:	Laura Smith

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

Recognizing that there were a number of Council goals and objectives inherent in the approval of the incentives, including timely construction and completion of the project, they assumed the risk associated with slowing the development schedule slightly in order to maintain the goals related to affordable housing and sustainability.

Under the amended Redevelopment Agreement, vertical construction was to have begun by December 1, 2021. Failure to meet this milestone in the development schedule is technically an event of default. However, Section 2.02 of the Development Agreement states:

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

The developers have requested a second extension to the development schedule outlined in Exhibit C of the Redevelopment Agreement (letter from Kevin Lee included in the packet). The request is to extend ONLY the commencement date for construction of the project (to May 1, 2022) leaving the project completion date the same. In addition, they are requesting the reference to vertical construction be removed.

During the Committee meeting, the Developer will share additional information regarding the cost increases, financing and the modifications to the project to aid in controlling the project budget. The Developer understands and appreciates the potential reluctance on the part of the Council to continue to grant extensions, particularly in light of Section 10.02 of the Development Agreement which states that “time is of the essence.” Based on the continuous execution of project work, staff and the City’s land use attorney do not believe this request for additional time is unusual or unreasonable.

Related Statute/City Ordinance:	Ordinance 1527 /Resolution 1076
Line Item Code/Description:	N/A
Available Budget:	N/A

City of Mission	Item Number:	7c.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Administration	From:	Laura Smith

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

Staff recommends that the City Council consider granting an extension of time for commencement of construction and corresponding adjustment of the development schedule for construction of the Mission Bowl Apartments.

The Developer will be present at the Finance and Administration Committee to answer questions and provide additional information on the project status. If the Council supports the extension, a Resolution formally amending the project timeline will be drafted and placed on the Council's February 16, 2022 Legislative agenda.

Attachments included in the packet are as follows:

- Letter from Mr. Kevin Lee dated January 28, 2022 requesting an extension of time to the development schedule as outlined in Exhibit C of the RDA.

CFAA CONSIDERATIONS/IMPACTS: NA

Related Statute/City Ordinance:	Ordinance 1527 /Resolution 1076
Line Item Code/Description:	N/A
Available Budget:	N/A



900 W. 48th Place, Suite 900, Kansas City, MO, 64112 • 816.753.1000

January 28, 2022

Kevin Lee
(816) 360-4323
klee@polsinelli.com

VIA FEDERAL EXPRESS & E-MAIL

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

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

Re: Mission Bowl Apartments Redevelopment Agreement – Development Schedule

Dear Ms. Smith & Mr. Heaven,

On behalf of Mission Bowl Apartments, LLC (“Developer”), we are writing in regards to the Redevelopment Agreement between the City of Mission, Kansas (“City”) and Developer, dated December 16, 2020, as modified pursuant to Resolution No. 1076 passed by the City on May 19, 2021 (collectively, the “RDA”). Capitalized terms used and not otherwise defined herein will have the meanings provided in the RDA.

Developer is pleased to report that demolition of the blighted former bowling alley was completed in September of last year, and Developer continues to make significant progress on site with respect to utility coordination and other preparatory work in gearing up for vertical construction of the apartments. As a direct result of the material and labor cost escalation due to the Covid-19 pandemic, however, pricing for the new apartment project has come in approximately \$5 million over budget. Although Developer is working diligently to navigate these challenges along with the rest of the development community, the result has unfortunately been an approximately five (5) month delay to the RDA Development Schedule.

In accordance with Section 2.02 thereof—which acknowledges that the Development schedule is an estimated schedule, and subject to change with the written approval of the City and Developer, not to be unreasonably withheld or delayed—Developer therefore respectfully requests a corresponding modification to the Development Schedule, as set forth on the revised Exhibit C attached to this letter.

polsinelli.com

Atlanta Chicago Dallas Denver Kansas City Los Angeles Nashville New York Phoenix San Francisco

St. Louis Washington, DC Wilmington

Polsinelli PC, Polsinelli LLP in California



January 28, 2022

Page 2

The Developer looks forward to personally presenting its request at the February 2, 2022 City Council meeting, and to continue working with the City and professional staff to bring this great project forward.

Please do not hesitate to contact me should you have any questions in the meantime.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Lee".

Kevin Lee

Cc: Brian Scott (via e-mail)
Banks Floodman (via e-mail)
Jason Swords (via e-mail)
Korb Maxwell (via e-mail)

EXHIBIT C

DEVELOPMENT SCHEDULE

December 16, 2020

Approval of TIF Project Plan and Development Agreement

On or prior to September 17, 2021

Demolish and remove existing improvements and debris, and commence the Developer Project Work

On or prior to ~~December 1, 2021~~ May 1, 2022

Commence ~~vertical~~ construction of the Project

On or prior to November 1, 2023

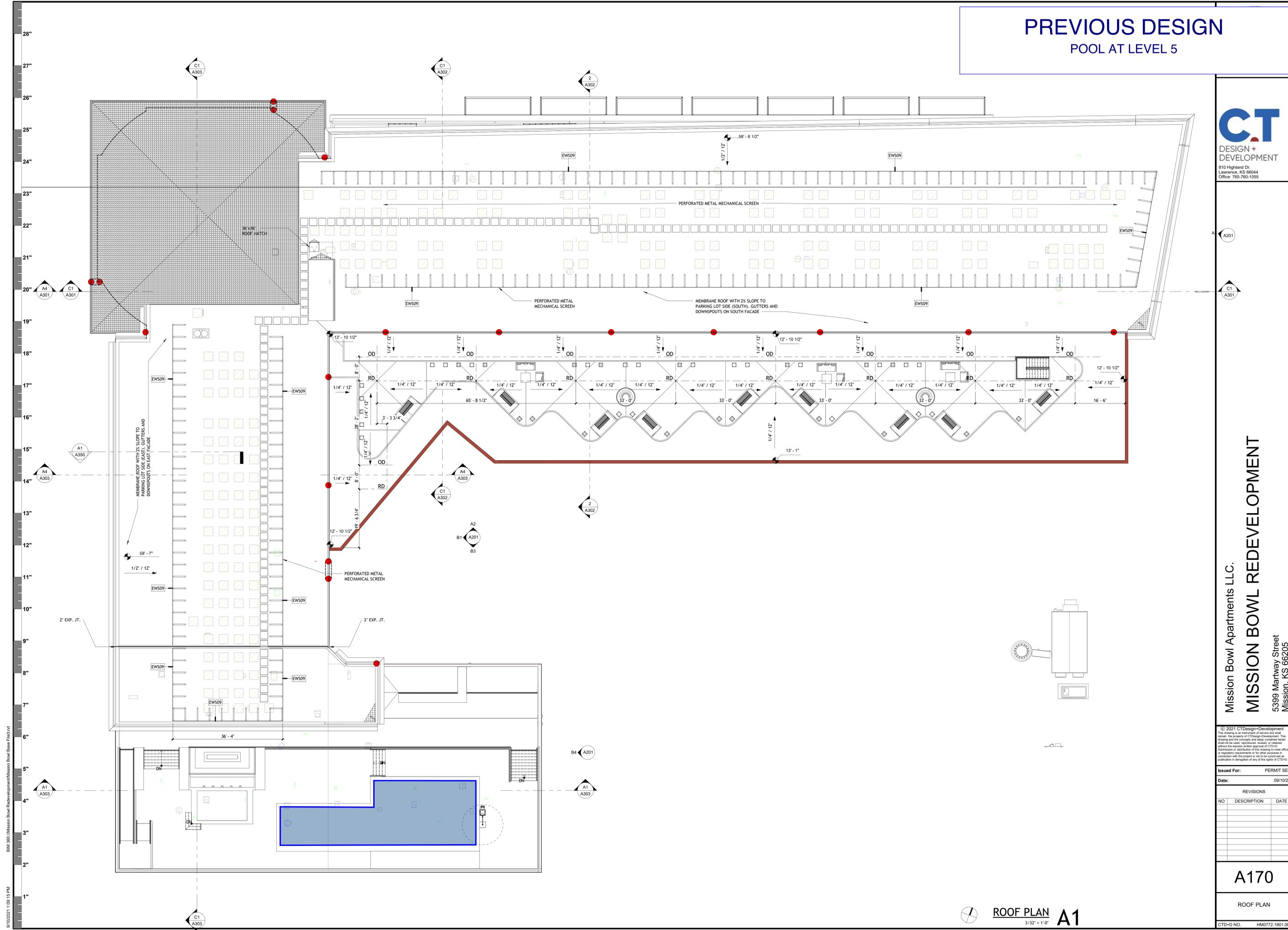
Complete the Developer Project Work and complete vertical construction of the Project





PREVIOUS DESIGN

POOL AT LEVEL 5



Mission Bowl Apartments LLC.
MISSION BOWL REDEVELOPMENT
5399 Martway Street
Mission, KS 66205

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Issued For: PERMIT SET
Date: 09/10/21

REVISIONS		
NO	DESCRIPTION	DATE

A170
ROOF PLAN
CTD+D NO. HM0772.1901.00

CURRENT DESIGN

POOL AT LEVEL 2



Mission Bowl Apartments LLC.
MISSION BOWL REDEVELOPMENT
5399 Martway Street
Mission, KS 66205

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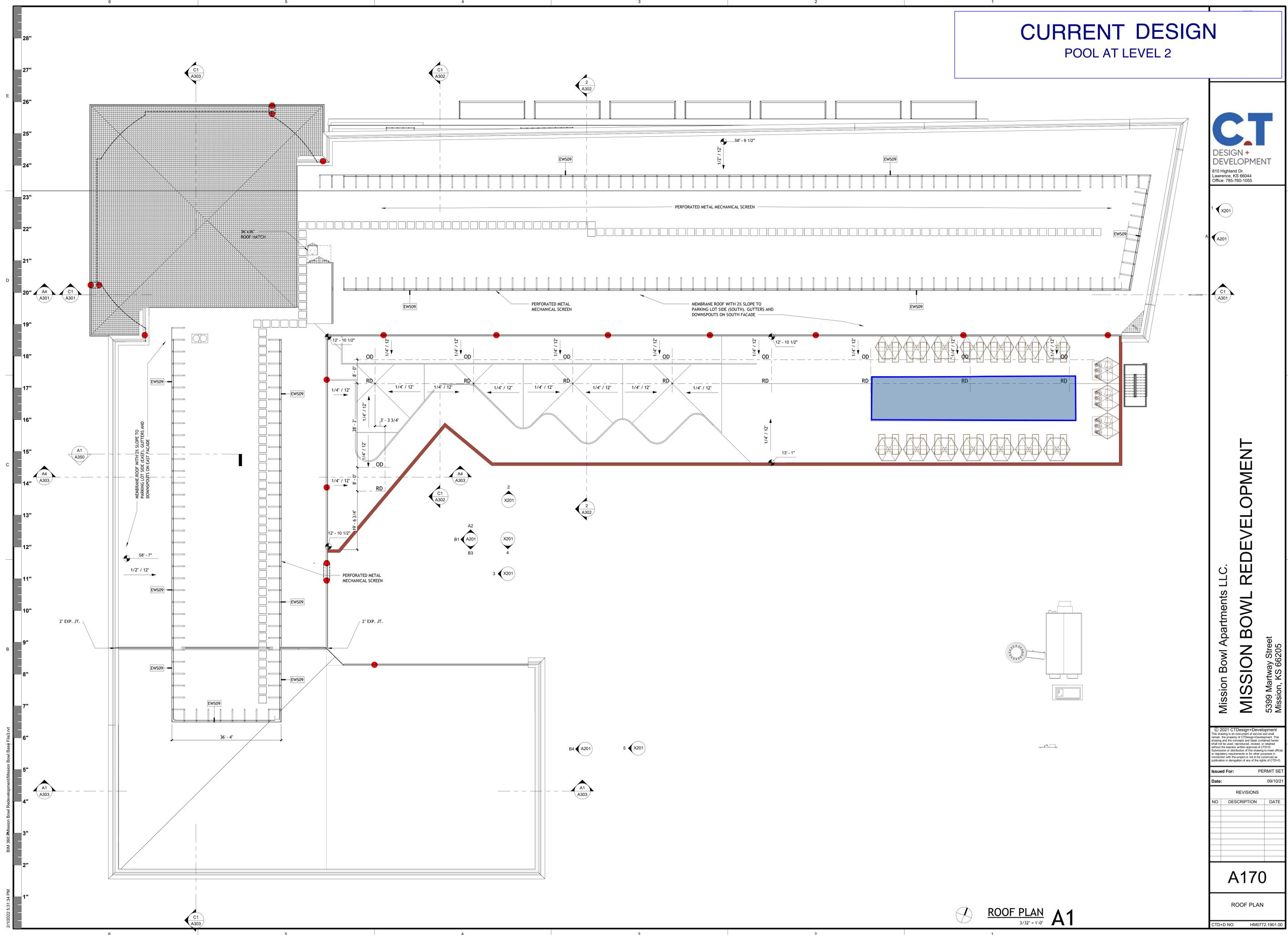
Issued For: PERMIT SET
Date: 09/10/21

REVISIONS		
NO	DESCRIPTION	DATE

A170

ROOF PLAN

CTD+D NO. HM0772.1901.00



BIM 360:Mission Bowl Redevelopment\Mission Bowl Base\Files.rvt
2/10/2022 5:31:34 PM

ROOF PLAN
3/32" = 1'-0"
A1

PREVIOUS DESIGN
POOL AT LEVEL 5



SITE AXON A C1



SITE AXON B A1



Mission Bowl Apartments LLC.
MISSION BOWL REDEVELOPMENT
5399 Martway Street
Mission, KS 66205

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Issued For: PERMIT SET
Date: 09/10/21

REVISIONS		
NO	DESCRIPTION	DATE

A260

BUILDING AXONS
CTD+D NO. HM0772.1901.00

BIM 360/Mission Bowl Redevelopment/Mission Bowl Base Files.rvt
9/10/2021 1:18:35 PM

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4"
3"
2"
1"

CURRENT DESIGN

POOL AT LEVEL 2



SITE AXON B A1



SITE AXON A C1



Mission Bowl Apartments LLC.
MISSION BOWL REDEVELOPMENT
5399 Martway Street
Mission, KS 66205

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Issued For: PERMIT SET
Date: 09/10/21

REVISIONS		
NO	DESCRIPTION	DATE

A260
BUILDING AXONS
CTD+D NO. HM0772.1901.00

2/10/2022 5:36:00 PM BIM 360:Mission Bowl Redevelopment\Mission Bowl Block Files.rvt

City of Mission	Item Number:	7d.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Parks + Recreation	From:	Penn Almoney

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

RE: Powell Community Center Skylight and Ceiling Repairs

RECOMMENDATION: Approve the bid from SCH Concepts to install 10 skylights in the Powell Community Center (PCC) natatorium for an amount not to exceed \$22,774.

DETAILS: The skylights in the PCC natatorium are original to the facility and have two major deficiencies - leaks and oxidation. Skylights have a useful life of 10-20 years depending on preventative maintenance and exposure to elements. The existing skylights are the most reputable product on the market – Kalwall, a translucent, structural sandwich panel which uses prismatic glass fibers embedded in the panels which provide a balanced, diffuse wash of glare-free light. This glare-free light is useful in a pool area where lifeguards are constantly scanning the water as glare can hinder them from seeing distressed swimmers and those that are submerged below the surface.

Oxidation, UV, heat and moisture are all factors that lead to Kalwall clouding and deterioration of waterproof seals. Over the last two years, the natatorium skylights have leaked with more and more regularity. Replacement was originally scheduled for 2020 and was delayed due to COVID-19 revenue considerations. The project was revisited in connection with the ceiling painting budgeted in 2022 and the replacement of natatorium lighting occurring with the Facility Conservation Improvement Program (FCIP) improvements.

Five vendors were solicited and two responded to the bid request, which is summarized in the table below:

Vendor	Amount
SCH Concepts	\$22,774
Midwest Skylight	\$20,500
Midwest Contractors, Maxwell Roofing, 4-12 Skylights	Non-responsive

Of the two responsive bidders, only SCH Concepts included the Kalwall product. Midwest Skylight proposed utilizing Lexan which is less expensive but has two drawbacks, namely glare and condensation, which we believe limits the ability to host the safest and most comfortable indoor pool environment.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$70,000

City of Mission	Item Number:	7d.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Parks + Recreation	From:	Penn Almoney

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

Staff's goal is to align the installation with the FCIP HVAC and dehumidifying system installations during the indoor pool closure period.

When originally included in the 2020 CIP, the project anticipated replacing 24 additional skylights in the north and south gyms of the Community Center, and the budget had been approved for \$70,000. Staff has reviewed the gym skylights with SCH Contracting to evaluate the level of deterioration and determined there is another 4-5 years of useful life remaining on the gym skylights. Delaying replacement of the gym skylights will allow the City to put the budgeted difference (\$47,226) toward the natatorium painting and slide stair project where the bids exceed original estimates.

This project will be paid for from the PCC Improvements/ Equipment Replacement budget (Parks + Recreation sales tax) identified in the Parks and Recreation Capital Improvement Plan.

CFAA CONSIDERATIONS/IMPACTS: Repair and replacement of aging components keeps facilities safe, efficient and allows residents and visitors to engage as a community within dynamic facilities.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$70,000



PROPOSAL

PRODUCT: KALWALL/SOLATUBE INSTALLED
SUBJECT: Powell Community Center
Mission, KS

DATED: 01/28/21

Specification Section – Translucent Wall and Roof Assemblies

We propose to furnish and install Kalwall's 2¾" thick translucent panel skylight system for the following:

BASE BID: Ten (10) 4'-0" x 10'-0" S-410-3A S-Line skylights (located above the pool) on a minimum 3/8:12 pitch. These skylights are designed for a 40 PSF live load, 20 PSF ground snow load, 25 PSF wind load and 0 PSF drift load based on an L/60 deflection.

The translucent panels are constructed with .070" Crystal Type A exterior face, .045" Crystal S-171 interior face, and **.23 "U" factor**, by NFRC Method, 30% light transmission, and 12 x 24 Shoji grid pattern. All exposed aluminum to be painted with Kalwall's standard CRF coating, color is White #00.

BID ALTERNATE NO. 1: Provide an additional twenty-four (24) S-410-3A S-Line skylights (located above the gyms) as described above.

BID ALTERNATE NO. 2: Provide twenty-four (24) SM74 Solatube skylights with amplifiers (located above the gyms) in lieu of the Kalwall skylights. Seller **includes** the modification of the existing roof curbs to match up with the new skylight configuration. **For Dimmers ADD \$10,304.00, For Collectors ADD \$20,210.00**

LEAD TIMES: 9-10 weeks - fabrication

DRAWINGS DATED: none

SPECIFICATIONS DATED: none

SELLER ACKNOWLEDGES ADDENDA: none

BASE BID - MATERIAL INSTALLED – including taxes _____ **\$ 22,774.00**

BID ALTERNATE NO. 1 - MATERIAL INSTALLED – including taxes _____ **\$ 53,846.00**

BID ALTERNATE NO. 2 - MATERIAL INSTALLED – including taxes _____ **\$ 126,638.00**

If a Performance Bond is required, please **ADD** _____ **\$ 13.00/M**

Notes:

- Schedule to be as agreed upon by all parties involved upon award.
- All approvals, selections and releases for normal sequence delivery to the jobsite must be accomplished by **7/01/21**, or quoting may be required for supplier price escalations.
- Items shipped direct to jobsite are F.O.B. plant, freight allowed to destination.





Seller includes:

1. Manufacturer’s standard warranties.
2. Standard SGH Redglaze Holdings, Inc. certificate of insurance.
3. Field verified dimensions, receiving, unloading, storage, hoisting, demo of existing skylights, disposal of existing skylights and freight to the jobsite.

Seller excludes:

1. All electrical wiring and hook-ups for the Solatube dimmers.
2. Stand-alone mock-up of any kind.
3. Laboratory or field testing of any kind.
4. Structural calculations or delegated design.
5. 3D Building Information Model (BIM) drawings.
6. Night, weekends, or overtime work hours.
7. Liquidated or consequential damages.
8. Performance or payment bond.
9. Permits of any kind.

This proposal is void 60 days from the above bid date. We reserve the right to revise our pricing accordingly after that date, if necessary.

Respectfully submitted,

Justin Coleman

Justin Coleman
 Sales • SGH, A Division of SGH Redglaze Holdings, Inc.
 Kansas City Office
jcoleman@sghconcepts.com
 Cell: 402-239-7573

Attachment: SGH Redglaze Holdings, Inc. Standard Terms and Conditions of Sale

Proposal Accepted: _____
 Client’s Authorized Representative Signature Print Name

Date of Acceptance: _____



City of Mission	Item Number:	7e.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Parks + Recreation	From:	Penn Almoney

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

RE: Parks and Recreation Lifeguard Pay Increase

RECOMMENDATION: Increase the starting lifeguard pay rate to \$12.50 and increase the lifeguard captain pay rate to \$13.50 with an estimated budget impact of \$23,689.

DETAILS: Mission lifeguards are critical to patron safety at the Powell Community Center (PCC) and the Mission Family Aquatic Center (MFAC). Safety is compromised when appropriate staffing levels cannot be maintained, potentially resulting unanticipated facility closures. A wage study conducted by Parks and Recreation staff, along with a regional wage study completed by Kansas Recreation & Parks Association, confirms what Mission staff had suspected, that Mission’s lifeguard and lifeguard captain pay is below the regional mean, creating difficulty recruiting and retaining lifeguards.

Regional Wage Study Results:

Recreation Entity	Lifeguard Pay	Lifeguard Captain Pay
Blue Valley RC	\$12-15	\$13.50-17
Fairway	\$10.25	\$11.75
Gardner	\$10.25	\$11.25
JCPRD	\$12-14	\$13-15
Leawood	\$9.50	\$11
Lenexa	\$10-14	\$12-17
Merriam	\$10.43-15.65	\$12.40-18.62
Mission	\$10-13	\$11-14
Olathe	\$10	
Overland Park	\$9.50-10	
Prairie Village	\$10	\$11.75
Roeland Park	\$12	\$12.12
Shawnee	\$11	\$12.50

Many of Mission’s direct competitors establish a salary range with discretion to hire within that range. The City of Merriam specifically has started paying their lifeguards \$13.00/hr and has actively recruited from Mission’s guards. Johnson County Parks and Recreation District (JCPRD) and Roeland Park are starting lifeguards at \$12.00/hr.

This wage disadvantage along with reduced interest from college-aged and older adults

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-27-101-02; 01-25-101-02
Available Budget:	

City of Mission	Item Number:	7e.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Parks + Recreation	From:	Penn Almoney

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

limits staff recruiting efforts. As a result, the majority of recruiting efforts lead to high school aged staff who can typically only work evenings and weekends. Assuming Mission can attract guards, the challenge then becomes retention. It is discouraging to invest significant training and resources only to see our guards accepting employment elsewhere.

In 2021, more than 10 lifeguards left Mission Parks and Recreation for work opportunities that paid more. While Mission may not be able to compete with all employers in this competitive employment market, this situation was especially difficult to reconcile when they were simply pursuing lifeguard positions in other cities.

Staff understands and has discussed the potential for continued upward pressure on wages. Mission cannot necessarily afford to be the highest paying employer, however, it would be beneficial for Mission to keep pace with our immediate neighbors/competitors.

Staff is recommending increasing the starting lifeguard wage to \$12.50/hr (\$2.50 increase) and the lifeguard captain wage to \$13.50/hr (\$1.50 increase). This increase will be fully funded through the existing Parks and Recreation part time salaries operating budgets.

Included below is a breakdown of the number of lifeguard and lifeguard captain hours scheduled at the PCC indoor pool and the MFAC from May – December 2022. Hours are tracked beginning in May because the indoor pool will be closed for Facility Conservation Improvement Program (FCIP) upgrades beginning late February and continuing through April 2022. The chart shows the anticipated hours and the financial impact of the recommended wage increase.

May – Dec 2022	Lifeguard Hrs (x\$2.50)	Lifeguard Captain Hrs (x\$1.50)	TOTAL (\$)
Indoor Pool	3,109	1,600	\$10,172.50
MFAC	4,914	821	\$13,516.50
TOTAL HOURS	8,023	2,421	\$23,689

The 2022 PCC budget could absorb the \$10,172.50 increase due to not staffing the PCC north entry desk and part time facility maintenance staffing improvements that more closely coincide with surges and contractions in PCC rental usage throughout the summer and fall.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-27-101-02; 01-25-101-02
Available Budget:	

City of Mission	Item Number:	7e.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Parks + Recreation	From:	Penn Almoney

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

The 2022 MFAC budget could absorb the \$13,516.50 increase based on historic staffing shortages over the course of the summer combined with efforts to have Mission Marlins help with lifeguarding during their practices. If staffing levels normalize this summer at the MFAC, the part time staffing line item would cover that increased expense.

CFAA CONSIDERATIONS/IMPACTS: Maintaining a competitive and supportive work environment focused on total compensation and benefits for a wide range of employees helps to ensure services can be delivered consistently to Mission residents and businesses. Patrons of all ages and abilities use aquatic services for health and wellness and the City strives to use employment practices that meet the needs of employees of all ages and abilities.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-27-101-02; 01-25-101-02
Available Budget:	

City of Mission	Item Number:	9a.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Community Development	From:	Laura Smith

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

RE: Consideration of an Extension of the Ordinance to Require Face Coverings during the COVID-19 Public Health Pandemic and Recovery

RECOMMENDATION: Amend Ordinance 1545 which requires individuals to wear masks or other face coverings while indoors in public spaces during the COVID-19 public health pandemic and recovery to remain in effect through Wednesday, March 16, 2022.

DETAILS: In early January, based on the region experiencing a rapid increase in new COVID-19 cases and numerous outbreaks and hospitalizations, placing an immediate and urgent strain on our local health care systems, city operations, and other institutions, the Mayor called for a special meeting of the City Council to consider an ordinance requiring face masks while indoors in public spaces and to discuss other COVID-19 mitigation strategies.

At the special City Council meeting on January 12, 2022 Staff presented an ordinance for the City Council's consideration. At the time the ordinance was approved, Johnson County COVID-19 rates exceeded 30% positivity. The key provisions of the ordinance included:

- The ordinance required all individuals to wear a mask or other face covering in public spaces in Mission, with certain limited exceptions.
- Violation of the ordinance carried the penalty of a fine in the amount of \$25.00.
- The ordinance did not make businesses or organizations responsible for requiring that employees, customers, visitors, or members of the public wear masks or other face coverings. In its simplest terms, the responsibility for compliance was placed with the individual.
- The ordinance did not require businesses to post signage communicating the masking requirement.

At that meeting the Ordinance 1545 (included in the packet) was unanimously approved, taking effect on January 18, 2022 following its publication in the Legal Record and expiring on February 23, 2022 unless extended by the City Council. At the time the ordinance was considered, Mayor Flora had been in communication regarding masking requirements with the cities of Prairie Village and Roeland Park, both of whom adopted similar mask/face covering ordinances.

Related Statute/City Ordinance:	Ordinance 1545
Line Item Code/Description:	NA
Available Budget:	NA

City of Mission	Item Number:	9a.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Community Development	From:	Laura Smith

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

With Mission’s ordinance set to expire on February 23, it is now appropriate for the Council to review and discuss whether to let the ordinance expire or extend it into the future. On February 7 both Prairie Village and Roeland Park extended their masking ordinances through March 16, 2022. As of February 7, the percent positivity rate in Johnson County had decreased to 17.8%. Although the trend is headed in the right direction, Johnson County is still classified as an area of high community risk for transmission of the coronavirus.

Should the Council wish to extend the ordinance regulating face coverings, Staff recommends an extension through March 16, 2022 to align with our neighboring cities. If the Council does not wish to extend the ordinance, no further action is required and the ordinance will expire at 11:59 pm on Wednesday, February 23, 2022.

CFAA CONSIDERATIONS/IMPACTS: Community and health services is one of the six issue areas targeted in the Communities for All Ages Checklist. Educating the public and implementing strategies around healthy choices and prevention of negative health outcomes is fundamental to these efforts as is providing programs and services for physical and mental health in as safe a manner as possible.

Related Statute/City Ordinance:	Ordinance 1545
Line Item Code/Description:	NA
Available Budget:	NA

**CITY OF MISSION
ORDINANCE NO. _____**

AN ORDINANCE AMENDING CHAPTER 215.140 OF THE CODE OF THE CITY OF MISSION TO EXTEND THE REQUIREMENT FOR THE WEARING OF MASKS OR OTHER FACE COVERINGS DURING THE COVID-19 PUBLIC HEALTH PANDEMIC AND RECOVERY.

WHEREAS, the Governing Body of the City of Mission, Kansas, prioritizes the protection of the health, safety, welfare and economic well-being of residents and visitors of the City of Mission;

WHEREAS, COVID-19 is a disease caused by a novel coronavirus, previously unknown in humans, and is presently understood to cause, among other things, upper-respiratory tract illnesses that can range from mild to severe, spread quickly, and may cause death, particularly in older adults and persons with chronic medical conditions;

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), Johnson County, Kansas, is currently an area where there is a "high" level of community transmission of COVID-19;

WHEREAS, this worrying trend of increased COVID-19 spread is a danger to the health and safety of residents and visitors to the City of Mission, presenting a threat to the vitality of the City's economy;

WHEREAS, research shows that COVID-19 and its variants are spread primarily through respiratory droplets exhaled when infected people breath, talk, cough, or sneeze;

WHEREAS, the CDC has issued certain recommendations related to the COVID-19 pandemic, such that in addition to recommending the wearing of masks for unvaccinated persons, the CDC now recommends that even fully-vaccinated people wear a mask in public indoor settings in areas of substantial or high transmission, such as in Johnson County, Kansas;

WHEREAS, Chief Medical Officers from the region's hospital systems have advised that the regional healthcare system is currently in the throes of an unprecedented health care crisis that impacts the availability of and access to health care for all Mission and regional residents, caused by the resurgence of COVID-19 patients and related hospital staff shortages; and

WHEREAS, on January 12, 2022 the governing body of the City of Mission adopted Ordinance 1545 requiring the wearing of masks or other face coverings in indoor public spaces through February 23, 2022; and

WHEREAS, for the aforementioned and other reasons, the governing body of the City of Mission is acting pursuant to its constitutional home rule authority to provide for the health, safety, welfare and economic well-being of residents and visitors of the City of Mission, by extending the requirement that masks or other face coverings be worn as described in this ordinance.

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

Section 1. Chapter 215, Article VII, Section 215.140 (D)(1) of the Code of the City of Mission, Kansas is hereby amended to read as follows:

(D) Mask or other face covering; penalties; enforcement.

- (1) The knowing and willful failure or refusal to comply with the requirements of this Section 215.140 shall be an unclassified violation. Any fine imposed for a violation of this section shall be \$25.00.

Section 2. Chapter 215, Article VII, Section 215.140 (F) of the Code of the City of Mission, Kansas, is hereby amended to read as follows:

- (F) Mask or other face covering; effective term.** The provisions of this Section 215.140 shall be in effect until 11:59 p.m. on March 16, 2022, unless further extended by ordinance of the Governing Body.

Section 3. This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Mission, Kansas, on February 16, 2022

APPROVED by the Mayor on February 16, 2022.

CITY OF MISSION, KANSAS

Solana Flora, Mayor

ATTEST:

Audrey M. McClanahan, City Clerk

**CITY OF MISSION
ORDINANCE NO. 1545**

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CITY OF MISSION, KANSAS; AMENDING CHAPTER 215, ARTICLE VII OFFENSES AGAINST THE PUBLIC SAFETY OF THE CODE OF THE CITY OF MISSION TO REQUIRE THE WEARING OF MASKS OR OTHER FACE COVERINGS DURING THE COVID-19 PUBLIC HEALTH PANDEMIC AND RECOVERY.

WHEREAS, the Governing Body of the City of Mission, Kansas, prioritizes the protection of the health, safety, welfare and economic well-being of residents and visitors of the City of Mission;

WHEREAS, COVID-19 is a disease caused by a novel coronavirus, previously unknown in humans, and is presently understood to cause, among other things, upper-respiratory tract illnesses that can range from mild to severe, spread quickly, and may cause death, particularly in older adults and persons with chronic medical conditions;

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), Johnson County, Kansas, is currently an area where there is a "high" level of community transmission of COVID-19;

WHEREAS, this worrying trend of increased COVID-19 spread is a danger to the health and safety of residents and visitors to the City of Mission, presenting a threat to the vitality of the City's economy;

WHEREAS, research shows that COVID-19 and its variants are spread primarily through respiratory droplets exhaled when infected people breath, talk, cough, or sneeze;

WHEREAS, the CDC has issued certain recommendations related to the COVID-19 pandemic, such that in addition to recommending the wearing of masks for unvaccinated persons, the CDC now recommends that even fully-vaccinated people wear a mask in public indoor settings in areas of substantial or high transmission, such as in Johnson County, Kansas;

WHEREAS, Chief Medical Officers from the region's hospital systems have advised that the regional healthcare system is currently in the throes of an unprecedented health care crisis that impacts the availability of and access to health care for all Mission and regional residents, caused by the resurgence of COVID-19 patients and related hospital staff shortages; and

WHEREAS, for the aforementioned and other reasons, the governing body of the City of Mission is acting pursuant to its constitutional home rule authority to provide for the health, safety, welfare and economic well-being of residents and visitors of the City of Mission, by requiring that masks or other face coverings be worn as described in this ordinance.

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

Section 1. Chapter 215, Article VII of the Code of the City of Mission, Kansas, is hereby amended to include a new Section 215.140 to read as follows:

Section 215.140

**WEARING MASKS IN PUBLIC PLACES OF BUSINESS
DURING THE COVID-19 PUBLIC HEALTH
EMERGENCY AND RECOVERY**

(A) Mask or other face covering; definitions and applicability.

- (1) "Mask or other face covering" means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A mask or other face covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen, and may include a plastic face shield. Ideally, a mask or other face covering has two or more layers. A mask or other face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.
- (2) "Public space" means any indoor space or area that is open to the public.
 - (a) Except as set forth in subsection (B)(2) below, the term "public space" does not include private residential property or private offices or workspaces that are not open to customers or public visitors.
 - (b) The term "public space" shall not include, and this Section 215.140 shall not apply to (i) churches, synagogues, mosques, or other places of religious worship, (ii) public or private schools, or (iii) public buildings or facilities owned or operated by any unit of government or political subdivision other than the city itself, including but not limited to those buildings or facilities owned or operated by the county, the school district, the state, or the federal government, or any agency or division thereof.

(B) Mask or other face covering; when required. All persons in the city shall cover their mouths and noses with a mask or other face covering when they are in the following situations:

- (1) Inside any indoor public space; or
- (2) Obtaining services from the healthcare sector in settings, including but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank, unless directed otherwise by an employee thereof or a health care provider.

(C) Mask or other face covering; exemptions. The following individuals are exempt from wearing a mask or other face covering in the situations described in subsection (B) above:

- (1) Persons aged five years or under—children aged two years and under in particular should not wear a mask or other face covering because of the risk of suffocation;
- (2) Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering—this includes persons with a medical condition for whom wearing a mask or other face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;
- (3) Persons who are deaf or hard of hearing, or communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication;
- (4) Persons for whom wearing a mask or other face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;
- (5) Persons who are obtaining a service involving the nose or face for which temporary removal of the mask or other face covering is necessary to perform the service;
- (6) Persons who are patronizing a restaurant or other establishment that offers food or beverage service, while they are eating or drinking;
- (7) Persons who are guests in a private rental space where food or beverage services are being offered, while they are eating or drinking;
- (7) Persons who are engaged in an organized sports or athletic activity that allows persons or athletes to maintain a 6-foot distance from others with only infrequent or incidental moments of closer proximity;
- (8) Persons who are engaged in an activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a mask or other face covering;
- (9) Persons engaged in religious services, ceremonies or activities;
- (10) Persons engaged in an activity or event held or managed by the Kansas Legislature;
- (11) Persons engaged in a court-related proceeding held or managed by the Kansas Judiciary; and

- (12) Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.

(D) Mask or other face covering; penalties; enforcement.

- (1) The knowing and willful failure or refusal to comply with the requirements of this Section 215.140 shall be an unclassified violation. Any fine imposed for a violation of this section shall not exceed \$25.00.
- (2) This Section 215.140 may be enforced by the police department, with appropriate proceedings following citation in municipal court.
- (3) Notwithstanding the foregoing, violation of any provision of this Section 215.140 constitutes an imminent threat and immediate menace to public health. All remedies prescribed in this Section 215.140 or otherwise available under applicable law, shall be cumulative, and the use of one or more remedies by the city shall not bar the use of any other remedy to enforce this Section 215.140.
- (4) It shall be an affirmative defense to any prosecution under subsection (B)(1) or (B)(2) that the person in violation is an individual listed under subsection (C).

(E) Mask or other face covering; Federal/state/county orders.

The provisions of this Section 215.140 shall not apply to the extent such provisions directly conflict with any current or subsequent orders issued by the United States Federal government (or agency thereof), the State of Kansas (or agency thereof), the Governor of the State of Kansas, the Board of County Commissioners for Johnson County, Kansas, the Local Health Officer of Johnson County, Kansas, or other applicable authorities.

- (F) Mask or other face covering; effective term.** The provisions of this Section 215.140 shall be in effect until 11:59 p.m. on February 23, 2022, unless further extended by ordinance of the Governing Body.

- (G) Mask or other face covering; severability.** Severability is intended throughout and within the provisions of this section. If any subsection, sentence, clause, phrase, or portion of this section is held to be invalid, illegal, or unconstitutional by any court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this section.

Section 2. This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Mission, Kansas, on January 12, 2022

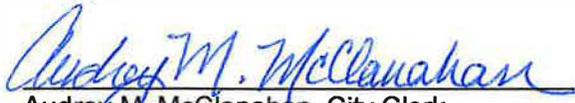
APPROVED by the Mayor on January 12, 2022.

CITY OF MISSION, KANSAS



Solana Flora, Mayor

ATTEST:



Audrey M. McClanahan, City Clerk

City of Mission	Item Number:	9b.
ACTION ITEM SUMMARY	Date:	February 16, 2022
Community Development	From:	Laura Smith

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

RE: Date Change for March City Council Legislative Meeting

RECOMMENDATION: Approve a change in the date of the March 2022 City Council Legislative Meeting from Wednesday, March 16 to Wednesday March 9 at 7:00 pm.

DETAILS: The legislative meetings of Mission’s Governing Body are established by Mission’s Municipal Code on the third Wednesday of each month at 7 pm. The March legislative meeting would normally occur on March 16, however, the Mayor and four Councilmembers will be absent on that date, resulting in the lack of a quorum.

As such, the Council has discussed moving the March legislative meeting to Wednesday, March 9, 2022 at 7 pm at the Powell Community Center to allow for a quorum to be present.

CFAA CONSIDERATIONS/IMPACTS: NA

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

City of Mission	Item Number:	12a.
INFORMATIONAL ITEM	Date:	February 16, 2022
ADMINISTRATION	From:	Laura Smith

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

RE: January 2022 Monthly Interim Financial Report

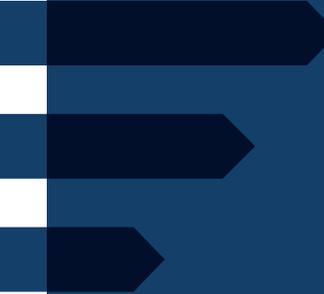
DETAILS: The monthly interim financial reports are provided as a part of the Council’s legislative meeting packets and will be reviewed and considered under the City Administrator’s Report section of the agenda.

If appropriate, high level information will be provided during the meeting, and Council will have the opportunity to ask any questions they might have at this time. Following the review at the Council meeting, the reports will be posted on the website.

The Summary Report is included in the packet with a link to the full January 2022 Interim Financial Report found [here](#).

CFAA CONSIDERATIONS/IMPACTS: NA

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



MONTHLY FINANCIAL REPORT

JANUARY 2022

MISSION
Kansas



Mission, Kansas

Monthly Financial Report – Executive Summary

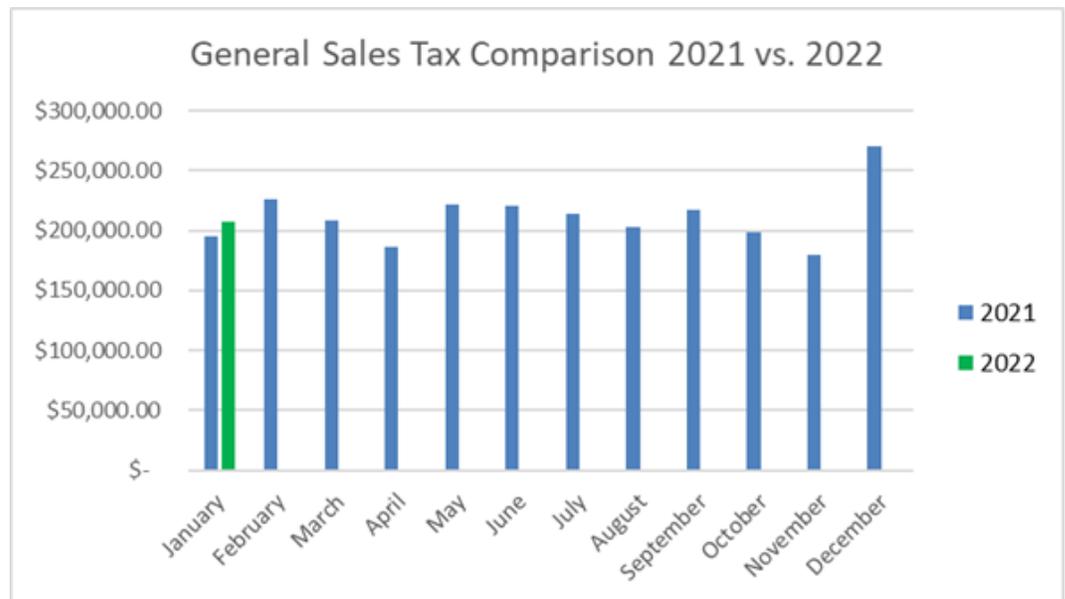
January 2022

General Fund Revenue Summary by Category as of 01/31/22

	2022 Adopted Budget	2022 Est Budget	MTD Collections	YTD Collections	% of Est Budget Collected
Taxes					
Property Tax - General	1,760,000	1,760,000	897,500	897,500	51%
Property Tax - Streets	1,120,000	1,120,000	670,563	670,563	60%
Delinquent Property Tax	20,300	20,300	4,196	4,196	21%
Motor Vehicle Tax	262,800	262,800	45,929	45,929	17%
City Sales and Use Tax	4,150,000	4,150,000	331,754	331,754	8%
County Sales and Use Tax	893,200	893,200	86,827	86,827	10%
County Sales and Use Tax - Jail	224,000	224,000	21,612	21,612	10%
County Sales and Use Tax - Public Safety	224,000	224,000	21,612	21,612	10%
County Sales and Use Tax - Court	224,000	224,000	21,612	21,612	10%
Franchise Tax	1,022,000	1,022,000	82,472	82,472	8%
Alcohol Tax	90,000	90,000	0	0	0%
Intergovernmental Revenue	5,000	5,000	0	0	0%
Mission Square Pilot	47,250	47,250	0	0	0%
Licenses and Permits	154,000	154,000	21,985	21,985	14%
Jo Co Plan Review/Inspection Fees	200,000	200,000	2,762	2,762	1%
Police Fines	743,500	743,500	18,785	18,785	3%
Charges for Services	141,500	141,500	2,209	2,209	2%
Interest	5,000	5,000	77	77	2%
Miscellaneous and other	89,360	89,360	455	455	1%
Pool Revenues	132,000	132,000	0	0	0%
Parks Special Event Revenues	215,000	215,000	9,502	9,502	4%
Community Center Revenues	730,700	730,700	81,209	81,209	11%
Bond Proceeds	0	0	0	0	0%
Transfers In (ARPA Funds)	751,782	751,782	0	0	0%
Total Revenues	13,205,392	13,205,392	2,321,062	2,321,062	18%

General City Sales Tax :

Total Estimated Budget:	\$2,550,000
Total City Sales Tax collected YTD:	\$207,239
% of Estimated Budget collected:	8%
% of Year Expended:	8%
% change yr over yr =	6.35%
% change 5 yr avg =	-4.62%



Mission, Kansas
Monthly Financial Report – Executive Summary
January 2022

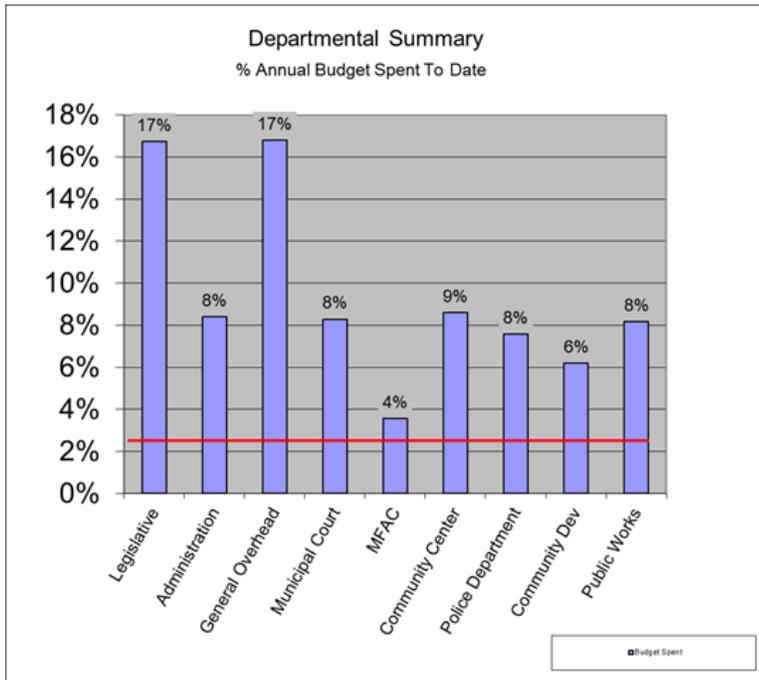
General Fund Expenditures by Department as of 01/31/22:

DEPARTMENT	Budget 2022	Estimated Budget	Monthly Expenditure	YTD Expenditure	Amount Remaining	Expenditure Rate
Legislative						
Personnel Services	57,010	57,010	4,370	4,370	52,640	8%
Contractual Services	126,200	126,200	25,497	25,497	100,703	20%
Commodities	1,200	1,200	972	972	228	81%
Capital Outlay	-	-	-	-	-	0%
Total	184,410	184,410	30,839	30,839	153,571	17%
Administration						
Personnel Services	885,000	885,000	72,724	72,724	812,276	8%
Contractual Services	35,350	35,350	4,063	4,063	31,287	11%
Commodities	900	900	658	658	242	73%
Capital Outlay	-	-	15	15	(15)	0%
Debt Service	-	-	-	-	-	0%
Total	921,250	921,250	77,460	77,460	843,790	8%
General Overhead						
Personnel Services	-	-	-	-	-	0%
Contractual Services	372,000	372,000	32,014	32,014	339,986.20	9%
Commodities	51,500	51,500	2,439	2,439	49,061.12	5%
Capital Outlay	1,958,840	1,958,840	420,257	420,257	1,538,582.96	21%
Debt Service	326,538	326,538	-	-	326,538.00	0%
Total	2,708,878	2,708,878	454,710	454,710	2,254,168	17%
Municipal Court						
Personnel Services	280,450	280,450	23,966	23,966	256,484	9%
Contractual Services	22,000	22,000	1,736	1,736	20,264	8%
Commodities	6,750	6,750	89	89	6,661	1%
Capital Outlay	2,000	2,000	-	-	2,000	0%
Total	311,200	311,200	25,792	25,792	285,408	8%
Parks and Recreation						
Mission Family Aquatic Center (MFAC)						
Personnel Services	166,900	166,900	6,365	6,365	160,535	4%
Contractual Services	77,000	77,000	2,499	2,499	74,501	3%
Commodities	48,450	48,450	1,594	1,594	46,856	3%
Capital Outlay	-	-	-	-	-	0%
Total	292,350	292,350	10,459	10,459	281,891	4%
Community Center						
Personnel Services	1,643,000	1,643,000	151,022	151,022	1,491,978	9%
Contractual Services	762,250	762,250	61,152	61,152	701,098	8%
Commodities	107,400	107,400	4,111	4,111	103,289	4%
Capital Outlay	-	-	-	-	-	0%
Total	2,512,650	2,512,650	216,285	216,285	2,296,365	9%
Police Department						
Personnel Services	3,507,100	3,507,100	277,755	277,755	3,229,345	8%
Contractual Services	378,500	378,500	20,138	20,138	358,362	5%
Commodities	144,250	144,250	16,033	16,033	128,217	11%
Capital Outlay/Lease	117,700	117,700	-	-	117,700	0%
Total	4,147,550	4,147,550	313,926	313,926	3,833,624	8%
Community Development						
Personnel Services	457,000	457,000	37,051	37,051	419,949	8%
Contractual Services	222,887	222,887	4,605	4,605	218,282	2%
Commodities	4,000	4,000	439	439	3,561	11%
Capital Outlay	-	-	246	246	(246)	0%
Total	683,887	683,887	42,342	42,342	641,545	6%
Public Works						
Personnel Services	1,119,800	1,119,800	118,759	118,759	1,001,041	11%
Contractual Services	1,160,632	1,160,632	72,293	72,293	1,088,339	6%
Commodities	232,700	232,700	15,778	15,778	216,922	7%
Capital Outlay	16,000	16,000	-	-	16,000	0%
Total	2,529,132	2,529,132	206,831	206,831	2,322,301	8%
Other General Fund						
	1,220,575	1,220,575	52,716	52,716	1,167,859	4%
General Fund Total	15,511,882	15,511,882	1,431,359	1,431,359	14,080,523	9%

Mission, Kansas

Monthly Financial Report – Executive Summary

January 2022



Additional highlights/comments:

- The City's cash balance position remains strong with an ending cash balance across all funds of \$16.05 million at January 31, 2022. Major expenditures in December included invoices related to the FCIP improvements, design and construction for the residential street program and Jo Drive reconfiguration, development of street specifications and a lease payment for Police vehicles.
- Street Sales Tax collections in January 2022 totaled \$53,929 and Parks + Recreation Sales Tax collections were \$80,893 which represents a combined increase of **6.53%** YTD over 2021 collections.

In an effort to address questions surrounding 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 2015 through 2021 (unaudited) showing the difference in total dollars (subsidy for operations). YTD information for 2022 is also included. The cost recovery or self-sufficiency rate for each year is shown in the table. A feasibility study for the PCC is currently underway to aid in assessing the center's long-term feasibility and highest and best use.

	2015	2016	2017	2018	2019	2020	2021	2022 YTD
Revenues	\$ 1,780,144	\$ 1,817,753	\$ 1,758,157	\$ 1,675,697	\$ 1,698,878	\$ 710,775	\$ 791,076	\$ 90,711
Expenses	\$ 2,089,988	\$ 2,225,928	\$ 2,284,283	\$ 2,342,798	\$ 2,425,932	\$ 2,062,448	\$ 2,223,355	\$ 216,285
Difference (\$)	\$ (309,845)	\$ (408,175)	\$ (526,127)	\$ (667,101)	\$ (727,054)	\$ (1,351,673)	\$ (1,432,279)	\$ (125,574)
Cost Recovery %	85%	82%	77%	72%	70%	34%	36%	42%

Following passage of the American Rescue Plan Act (ARPA), the City is slated to receive a direct disbursement of funds (\$1,503,565) to address COVID-19 impacts. The first half payment was received in July 2021. The remainder will be distributed in July 2022. ARPA funds are currently shown as a transfer into the General Fund to address COVID-19 related revenue shortages. An evaluation of city-wide revenue loss is currently underway to aid in determining how the federal funding might best be used by Mission.

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).