REGULAR MEETING AGENDA
Wednesday, August 20, 2025 at 7:00 p.m.

MISSION CITY HALL
6090 Woodson Street

Meeting In Person and Virtually via Zoom

This meeting will be held in person at the time and date shown above. This meeting will also be available virtually via Zoom (https://zoom.us/join). Information will be posted, prior to the meeting, on how to join at https://www.missionks.org/calendar.aspx.

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

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 July 16, 2025 City Council Meeting, July 30, 2025 Special City Council Meeting, and August 6, 2025 Special City Council Meeting

CONSENT AGENDA - Finance & Administration Committee

Finance & Administration Committee Meeting Packet August 6, 2025
Finance & Administration Committee Meeting Minutes August 6, 2025

4b. Resolution Accepting Donation of Property Located at 5600 Johnson Drive

CONSENT AGENDA - Community Development Committee

Community Development Committee Meeting Packet August 6, 2025
Community Development Committee Meeting Minutes August 6, 2025

5. PUBLIC COMMENTS

6. ACTION ITEMS

Planning Commission

6a. Final Plat Nelson Wastewater Treatment Facility – 4800 Nall Avenue (page 4)

Miscellaneous

7. COMMITTEE REPORTS

Finance & Administration, Brian Schmid

Finance & Administration Committee Meeting Packet August 6, 2025
Finance & Administration Committee Meeting Minutes August 6, 2025

7a. Resolution Declaring Official City Newspapers (page 9)

7b. KORA Fee Schedule Changes and Updates (page 12)

7c. Co-Responder MOU Amendment/Renewal (page 25)

Community Development, Cheryl Carpenter-Davis

Community Development Committee Meeting Packet August 6, 2025
Community Development Committee Meeting Minutes August 6, 2025

8. UNFINISHED BUSINESS

9. NEW BUSINESS

10. COMMENTS FROM THE CITY COUNCIL

11. COUNCIL COMMITTEE LIAISON REPORTS

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

12. MAYOR'S REPORT

13. CITY ADMINISTRATOR'S REPORT

13a. Business Updates

14. EXECUTIVE SESSION

ADJOURNMENT

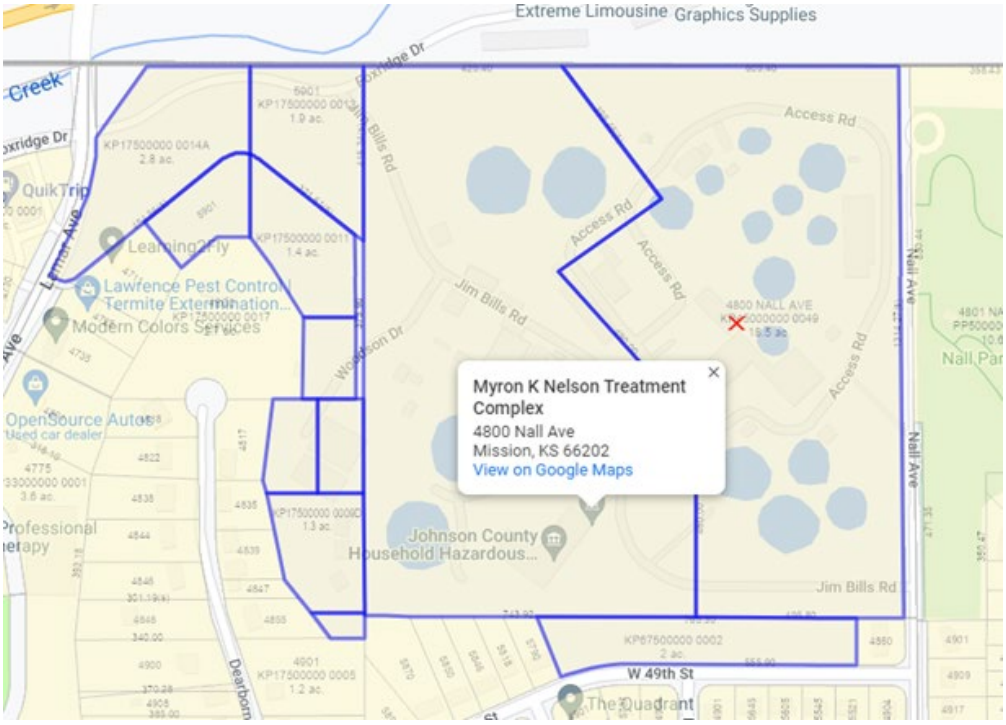
City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	August 20, 2025
Community Development	From:	Brian Scott

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

RE: Resolution Approving the Final Plat of the Nelson Wastewater Treatment Facility Within the City of Mission and Accepting Donation of Right-of-way (PC Case #24-05)

DETAILS: Johnson County Wastewater (JCW) has undertaken the reconstruction of the Nelson Wasteway Treatment Facility at 5901 Foxridge. This is a multi-year, multi-billion-dollar project that essentially entails the reconstruction of the entire facility.

A preliminary development plan for the reconstruction of facility was approved in December of 2022. A preliminary plat for the property was also approved at that time. The plat was created for two purposes: first, to combine 12 separate parcels (see map below) that had been acquired over the years by Johnson County Wastewater, and secondly, to dedicate right-of-way along Nall Avenue.



PC Case #22-32 for the preliminary plat was considered by the Planning Commission at their meeting on November 28, 2022. At that meeting a public hearing was held to take public testimony regarding the plat, of which there was none. At the conclusion of the

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

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	August 20, 2025
Community Development	From:	Brian Scott

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

public hearing, and after due consideration, the Planning Commission voted to recommend approval to the City Council of the preliminary plat of Nelson Wastewater Treatment Facility. The City Council subsequently approved the preliminary plat on December 21, 2022.

The final plat was approved by the Planning Commission at their March 25, 2024 meeting but never brought to the City Council for consideration. The plat called out proposed easements for future electrical lines to the facility. Upon submission to the Recorder of Deeds, the plat was rejected because it had to have an actual book and page number for each of the easements. JCW has subsequently worked with Evergy to secure these easements and get them recorded. The final plat before the Council tonight shows the book and page number for each of these easements.

The final plat also indicates a dedication of right-of-way along Nall Avenue in front of the facility. Dedication of right-of-way must be accepted by the City Council before becoming effective. Approval of the final plat serves as a form of acceptance.

CFAA CONSIDERATIONS/IMPACTS: N/A

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

CITY OF MISSION, KANSAS

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT TO BE KNOWN AS NELSON WASTEWATER TREATMENT FACILITY AND DEDICATION OF RIGHT-OF-WAY TO THE CITY OF MISSION (PLANNING COMMISSION CASE #24-05)

WHEREAS, the subject property located at 5901 Foxridge Drive in the City of Mission, Johnson County, Kansas comprises the following twelve parcels KP45000000 0001, KP45000000 0049, KP67500000 0002, KP17500000 0009A, KP17500000 0009B, KP17500000 0009C, KP17500000 0009D, KP17500000 0010, KP17500000 0011, KP17500000 0013, KP17500000 0013, and KP17500000 0014A; and

WHEREAS, Johnson County Wastewater presented an application to the Community Development Department of the City of Mission on January19, 2024 for a final plat combining the subject parcels into one lot; and

WHEREAS, the application was presented to the Mission Planning Commission on Monday, March 28, 2024 as PC Case #24-05; and

WHEREAS, the Planning Commission, after due consideration, voted to recommend approval of the application to the Mission City Council, and

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

Section 1. Approval of a Final Plat Granted – Pursuant to Section 440.210 through Section 44.230 of the Mission Municipal Code, approval of the final plat of Nelson Wastewater Treatment Facility (PC Case #24-05) on file with the Community Development Department of the City of Mission, 6090 Woodson, Mission, Kansas 66202, is hereby granted.

Section 2. Acceptance of Dedication of Right-of-Way and Easements – Dedication of all rights-of-ways and easements as shown on the final plat of Nelson Wastewater Treatment Facility to the City of Mission is hereby accepted.

Section 3. Effective Date - This resolution shall take effect and be in force upon the approval of the Mayor.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION on this 20th day of August 2025

APPROVED BY THE MAYOR on this 20th day of August 2025.

_____

Solana Flora, Mayor

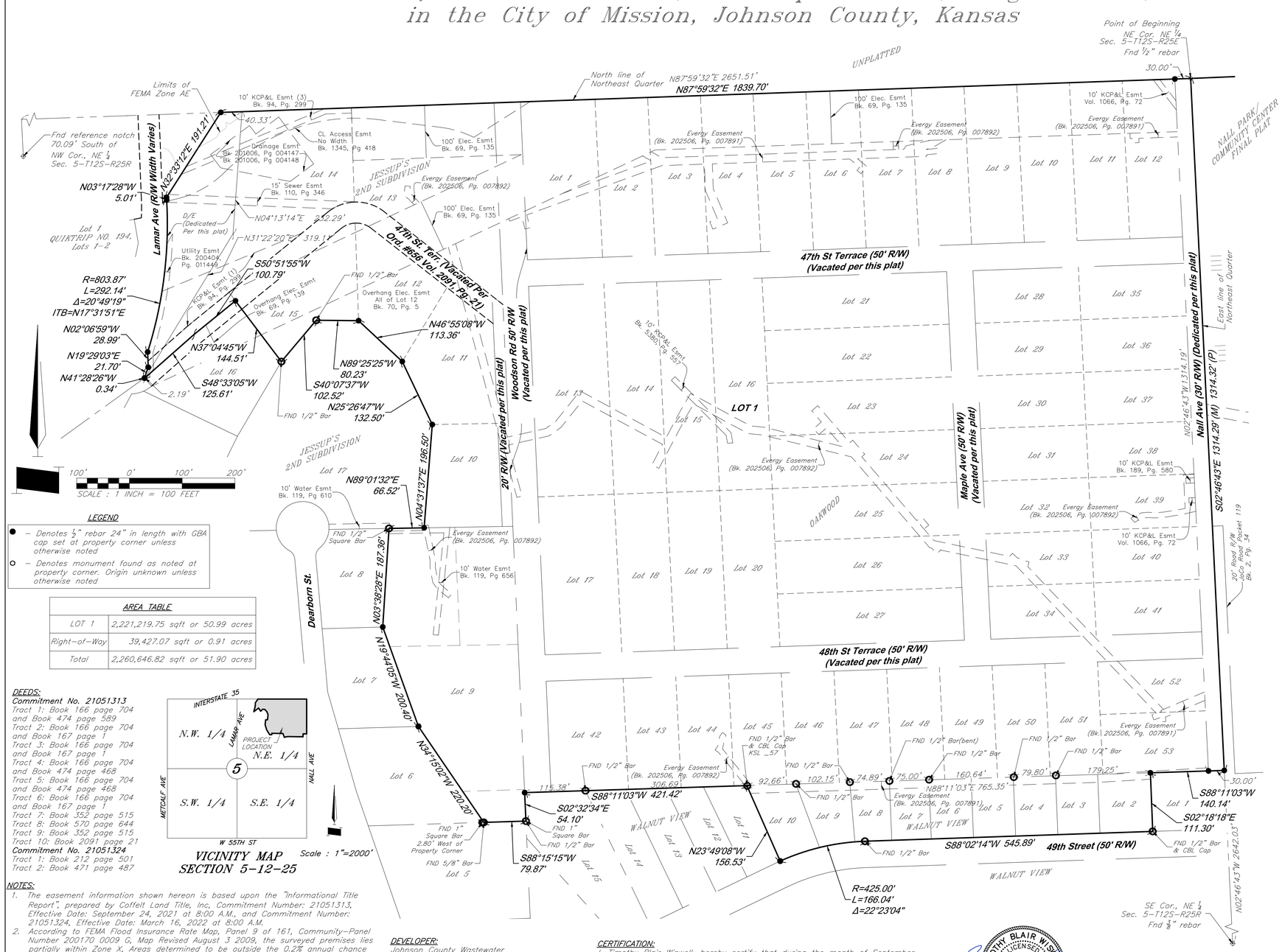
ATTEST:

_____

Robyn L. Fulks, City Clerk

NELSON WASTEWATER TREATMENT FACILITY

A replat of part of OAKWOOD subdivision, and part of WALNUT VIEW subdivision, and part of JESSUP'S 2ND SUBDIVISION, all in the Northeast Quarter of Section 5, Township 12 South, Range 25 East, in the City of Mission, Johnson County, Kansas



LEGEND

- ● – Denotes ½" rebar 24" in length with GBA cap set at property corner unless otherwise noted
- ○ – Denotes monument found as noted at property corner. Origin unknown unless otherwise noted

AREA TABLE	
LOT 1	2,221,219.75 sqft or 50.99 acres
Right-of-Way	39,427.07 sqft or 0.91 acres
Total	2,260,646.82 sqft or 51.90 acres

DEEDS:
Commitment No. 21051313
Tract 1: Book 166 page 704 and Book 474 page 589
Tract 2: Book 166 page 704 and Book 167 page 1
Tract 3: Book 166 page 704 and Book 167 page 1
Tract 4: Book 166 page 704 and Book 474 page 468
Tract 5: Book 166 page 704 and Book 474 page 468
Tract 6: Book 166 page 704 and Book 167 page 1
Tract 7: Book 352 page 515
Tract 8: Book 570 page 644
Tract 9: Book 352 page 515
Tract 10: Book 2091 page 21
Commitment No. 21051324
Tract 1: Book 212 page 501
Tract 2: Book 471 page 487

VICINITY MAP Scale : 1"=2000'
SECTION 5-12-25

NOTES:
1. The easement information shown hereon is based upon the "Informational Title Report", prepared by Coffelt Land Title, Inc, Commitment Number: 21051313, Effective Date: September 24, 2021 at 8:00 A.M., and Commitment Number: 21051324, Effective Date: March 16, 2022 at 8:00 A.M.
2. According to FEMA Flood Insurance Rate Map, Panel 9 of 161, Community-Panel Number 2001170 0009 G, Map Revised August 3 2009, the surveyed premises lies partially within Zone X, Areas determined to be outside the 0.2% annual chance floodplain, and partially within Flood Zone AE, Base Flood Elevation 844, Flooding Effects from Turkey Creek.
3. According to the Johnson County AIMS GIS website, the property is zoned R-1.
4. Proposed Use: Wastewater treatment facility
5. Waste water to be handled by public sanitary sewer system
6. See Preliminary Development Plan Submittal for drainage calculations.
7. Pursuit to KSA 12-512b all of 47th St Terrace, 48th St Terrace, Maple Ave, and Woodson Rd Right-of-Ways shown hereon are hereby vacated.

THEORY OF LOCATION:
Monuments found at the lot corners of OAKWOOD, WALNUT VIEW, AND JESSUP'S 2ND SUBDIVISION, and monuments found at Section Corners were used to establish the boundary of this subdivision.

DEVELOPER:
Johnson County Wastewater
11811 S Sunset Dr #2500
Olathe, KS 66061

CLOSURE SUMMARY PLAT BOUNDARY:
Precision, 1 part in: 771,801.758'
Error distance: 0.009'
Error direction: S32°39'36"W

CERTIFICATION:
I, Timothy Blair Wiswell, hereby certify that during the month of September 2022, I or someone under my direct supervision have made a survey of the above described tract of land and the results of said survey are correctly represented on this plat. The field work was completed on 04/02/2024.

TIMOTHY BLAIR WISWELL LICENSED 1136 07/16/2025 KANSAS PROFESSIONAL SURVEYOR

BASIS OF BEARINGS:
Bearings are based on the Kansas State Plane Coordinate System of 1983, North zone; with the East line of the Northeast Quarter of Section 5, Township 12, Range 25, having a bearing of South 02°46'43" East, between a ½" rebar found at the Northeast Corner, and a ⅜" rebar at the Southeast Corner.

Revised July 15, 2025
Job No. 14852.00 February 19, 2024 Drawn By: MAP/TLF

DESCRIPTION:
A tract of land being all of Lots 1 through 53 inclusive, and all of 47th Street Terrace, 48th Street Terrace, Maple Avenue, Woodson Road, and Nall Avenue all in OAKWOOD subdivision, and all of Lots 2 through 10 inclusive, of WALNUT VIEW subdivision, and all of Lots 9 through 15 inclusive, and adjacent vacated Right-of-Way of 47th Street Terrace (platted as Horseshoe Avenue), and all of Woodson Road, all in JESSUP'S 2ND SUBDIVISION, all in the Northeast Quarter of Section 5, Township 12 South, Range 25 East of the Sixth Principal Meridian, in the City of Mission, Johnson County, Kansas, as prepared by Timothy Blair Wiswell, LS 1136, on September 8, 2022, and all together being more particularly described as follows:

Beginning at the Northeast Corner of said Northeast Quarter; thence South 02°46'43" East, along the East line of said Northeast Quarter, a distance of 1314.29 feet (1314.32 Platted); thence South 88°11'03" West, departing said East line, along the South line of said OAKWOOD subdivision, a distance of 140.14 feet, to the Northeast corner of Lot 2, of said WALNUT VIEW subdivision; thence South 02°18'18" East, departing the South line of said OAKWOOD subdivision, along the East line of said Lot 2, a distance of 111.30 feet, to a point on the North Right-of-Way line of West 49th Street, as now established, said point also being the Southeast Corner of said Lot 2; thence South 88°02'14" West, departing said East line of Lot 2, along said North Right-of-Way line, a distance of 545.89 feet, to a point of curvature; thence Southwesterly, continuing along said North Right-of-Way line, and along said curve to the left, having a radius of 425.00 feet, and a central angle of 22°23'04", a distance of 166.04 feet, to the Southwest Corner of Lot 10, of said WALNUT VIEW subdivision; thence North 23°49'08" West, departing said North Right-of-Way line, along the Westerly line of said Lot 10, a distance of 156.53 feet, to the Northwest Corner of said Lot 10, said Corner being on the South line of said OAKWOOD subdivision; thence South 88°11'03" West, departing said Westerly line of Lot 10, along the South line of said OAKWOOD subdivision, a distance of 421.42 feet, to the Southwest Corner of said OAKWOOD subdivision, said Corner being on the East line of Lot 9, of said JESSUP'S 2ND SUBDIVISION; thence South 02°32'34" East, departing said South line of OAKWOOD subdivision, along said East line of Lot 9, a distance of 54.10 feet, to the Southeast Corner of said Lot 9; thence South 88°15'15" West, departing said East line of Lot 9, along the South Line of said Lot 9, a distance of 79.87 feet, to the Southwest Corner of said Lot 9; thence North 34°15'02" West, departing said South line of Lot 9, along the West line of said Lot 9, a distance of 220.20 feet; thence North 19°44'05" West, continuing along said West line of Lot 9, a distance of 200.40 feet; thence North 03°38'28" East, continuing along said West line of Lot 9, a distance of 187.36 feet, to the Northwest Corner of said Lot 9; thence North 89°01'32" East, along the North line of said Lot 9, a distance of 66.52 feet, to the Southwest Corner of Lot 10, of said JESSUP'S 2ND SUBDIVISION; thence North 04°31'37" East, departing said North line of Lot 9, along the West line of said Lot 10, a distance of 196.50 feet, to the Southwest Corner of Lot 11, of said JESSUPS'S 2ND SUBDIVISION; thence North 25°26'47" West, departing said West line of Lot 10, along the West line of said Lot 11, a distance of 132.50 feet, to the Southmost Corner of Lot 12, of said JESSUPS'S 2ND SUBDIVISION; thence North 46°55'08" West, departing the West line of said Lot 11, along the Southerly line of said Lot 12, a distance of 113.36 feet, to the Southeast Corner of Lot 15, of said JESSUPS'S 2ND SUBDIVISION; thence North 89°25'25" West, departing said Southerly line of Lot 12, along the Southerly line of said Lot 15, a distance of 80.23 feet; thence South 40°07'37" West, continuing along said Southerly line of Lot 15, a distance of 102.52 feet, to the Southmost Corner of said Lot 15; thence North 37°04'45" West, departing said Southerly line of Lot 15, along the Westerly line of said Lot 15, and its extension, a distance of 144.51 feet, to a point on the centerline of vacated 47th Street Terrace (platted as Horseshoe Avenue), per Ordinance No. 656, recorded in Volume 2091, Page 21; thence South 50°51'55" West, along the centerline of said vacated 47th Street Terrace, a distance of 100.79 feet; thence South 48°33'05" West, continuing along the centerline of said vacated 47th Terrace, a distance of 125.61 feet, to a point on the East Right-of-Way line of Lamar Avenue, as now established; thence North 41°28'26" West, departing the centerline of said Vacated 47th Street Terrace, along said East Right-of-Way line, a distance of 0.34 feet; thence North 19°29'03" East, continuing along said East Right-of-Way line, a distance of 21.70 feet; thence North 02°06'59" West, continuing along said East Right-of-Way line, a distance of 28.99 feet, to a point on a non-tangent curve; thence Northerly, continuing along said East Right-of-Way line, and along said curve to the left, having a radius of 803.87 feet, a central angle of 20°49'19", and whose initial tangent bearing is North 17°31'51" East, a distance of 292.14 feet; thence North 03°17'28" West, continuing along said East Right-of-Way line, a distance of 5.01 feet, to a point on the West line of a tract of land, as described in a Kansas Warranty Deed, recorded in Book 570, Page 644, said point being on the Southerly Right-of-Way line of Interstate 35, as now established; thence North 32°33'12" East, departing said East Right-of-Way line, along the West line of said tract of land, a distance of 191.21 feet, to a point on the North line said Northeast Quarter, said point also being on the North line of said JESSUP'S 2ND SUBDIVISION; thence North 87°59'32" East, departing the West line of said tract of land, along the North line of said Northeast Quarter, and along the North line of said JESSUP'S 2ND SUBDIVISION, and along the North line of said OAKWOOD subdivision, a distance of 1,839.70 feet, to the Point of Beginning, containing 2,260,646.82 square feet, or 51.90 acres, more or less.

The undersigned proprietors of the above described tract of land having caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "NELSON WASTEWATER TREATMENT FACILITY", a subdivision of land in the City of Mission, Johnson County, Kansas.

Lot 1 shall be used as a wastewater treatment facility.

The proprietors, successors and assigns of property described on this plat hereby dedicate for public use all land described on the plat as streets or public ways not heretofore dedicated. Acceptance for the dedication of land for public right-of-way purposes described in this plat is for the sole purpose of maintaining right-of-way, and does not constitute acceptance of any terms or conditions set forth in any agreement not shown on this plat.

In accordance with KSA 12-512B, all rights, obligations, reservations, easements or interest not shown on this plat shall be vacated as to use and as to title, upon filing and recording of this plat. The proprietors, successors and assigns of property shown on this plat hereby absolve and agree, jointly and severally, to indemnify the City of Mission, Kansas of any expense incident with the relocation of any existing utility improvements heretofore installed and required to be relocated in accordance with the proposed improvements described in this plat.

A non-exclusive easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Storm Sewer Easement" or Drainage Easement" or "D/E" is hereby granted to the City of Mission, Kansas. Storm Sewer Easements end at grade.

The undersigned proprietor of the above described land hereby consents and agrees that the governing body of any special assessment district shall have the power to release such land proposed to be dedicated for streets and roads, or parts thereof, for public use, from the lien and effect of any special assessments and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on said dedicated road or street.

IN TESTIMONY WHEREOF: The undersigned owner of the property described herein, has hereunto set their hand this _____ day of _____, 2025.

Johnson County Board of Commissioners, Owner of record of described property.

By: _____
Mike Kelly

STATE OF _____)
) SS
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mike Kelly, of Johnson County Board of Commissioners, to me personally acknowledged the execution of the same to be the free act and deed of said Company.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVED by the Planning Commission of the City of Mission, Johnson County, Kansas, this _____ day of _____, 2024.

By: _____ Attest: _____
Mike Lee, Chairperson Brian Scott, Secretary

APPROVED by the City Council of the City of Mission, Johnson County, Kansas, this _____ day of _____, 2025.

By: _____ Attest: _____
Solana Flora, Mayor Robyn Fulks, City Clerk

GBA
GEORGE BUTLER ASSOCIATES, INC.
CONSULTING ENGINEERS / ARCHITECTS / LANDSCAPE ARCHITECTS / PLANNERS
ONE RENNER RIDGE, 9801 RENNER BLVD, LENEXA, KS 66219/ (913)492-0400
Surveyor Email: twiswell@gbateam.com

FINAL PLAT OF NELSON WASTEWATER TREATMENT FACILITY, a subdivision in Section 5, Township 12, Range 25, City of Mission, Johnson County, Kansas

SHEET 1 OF 1

City of Mission	Item Number:	7a.
ACTION ITEM SUMMARY	Date:	August 20, 2025
Administration	From:	Robyn Fulks

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

RE: Resolution Declaring Official City Newspapers

RECOMMENDATION: Approve the Resolution updating the official newspapers of record for the City of Mission to include the Johnson County Post.

DETAILS: In February of 2005, the Mission City Council adopted Charter Ordinance No. 15 which states that the Governing Body may designate by Resolution one or more official City newspapers of record for the official advertisement and publication for the City of Mission. Currently, The Legal Record and the Kansas City Star are designated newspapers of record for Mission.

In early 2025, the Johnson County Post announced that they would be expanding their publication services to include legal notices and publications, and met with Staff to review their procedures, policies, and the benefits of using their services for publication needs.

Staff currently primarily uses The Legal Record for the City's legal publication needs, however, recently The Legal Record made changes to their publication schedule, and the deadline for submitting publications moved to Thursdays at noon for publication on the following Tuesday. Due to Mission's meeting schedule on Wednesday evenings, this Thursday deadline could present timing issues in the future, especially if there are holidays that impact the publication submission schedule.

The Johnson County Post offers several advantages as an addition to our recognized City newspapers. Most notably, it provides a much broader reach, with approximately 200,000 users visiting its website each month. While its print circulation is limited to around 100 recipients, the overall visibility is significantly higher than The Legal Record, which is not widely read by the general public.

This expanded reach not only enhances the City's ability to keep residents informed but also increases the likelihood of attracting additional contractors for bid opportunities. Furthermore, the Johnson County Post prominently features all legal notices on its homepage, where they are freely accessible to the public without any registration or paywall barriers. It also supports consistent publishing timelines, maintaining a

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

City of Mission	Item Number:	7a.
ACTION ITEM SUMMARY	Date:	August 20, 2025
Administration	From:	Robyn Fulks

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

Thursday 9:00 PM deadline for Monday publication—even during holiday weeks—unlike The Legal Record, which alters deadlines occasionally creating tight turnaround times.

The Johnson County Post also employs local journalists who actively report on community issues, while The Legal Record largely relies on syndicated wire stories and does not have a local news presence. In addition to these benefits, the City could see cost savings in legal publication expenses by utilizing the Post. The City of Leawood has already made this transition, naming the Johnson County Post as its official newspaper, and at least two other government entities are currently considering it as well.

CFAA CONSIDERATIONS/IMPACTS: NA

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

CITY OF MISSION, KANSAS
RESOLUTION NO. ___

A RESOLUTION DESIGNATING THE OFFICIAL CITY NEWSPAPERS

WHEREAS, Charter Ordinance No. 15 of the City of Mission, Kansas, adopted on the 9th day of February 2005, states that the Governing Body may from time to time designate by Resolution one (1) or more official City newspapers for the official advertisements and official publications of the City of Mission, Kansas; and

WHEREAS, it is determined to be advisable to designate The Legal Record, the Kansas City Star, and the Johnson County Post as official City newspapers to facilitate and expedite the publication of those matters which must be published in an official City newspaper.

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

That The Legal Record, the Kansas City Star, and the Johnson County Post are designated as official City newspapers; and

BE IT FURTHER RESOLVED, that publication in any one of the three newspapers designated by this Resolution shall constitute compliance with any legal requirement for publication in the official City newspaper, except in regard to the passage of a Charter Ordinance, in which case publication shall be made once each week for two (2) consecutive weeks in the same newspaper.

PASSED AND APPROVED BY THE CITY COUNCIL this 20th day of August 2025.

APPROVED BY THE MAYOR this 20th day of August 2025.

_____

Solana Flora, Mayor

ATTEST:

_____

Robyn L. Fulks, City Clerk

City of Mission	Item Number:	7b.
ACTION ITEM SUMMARY	Date:	August 20, 2025
Administration	From:	Robyn Fulks

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

RE: Kansas Open Records Act (KORA) Fee Schedule Change and Updates

RECOMMENDATION: Approve an Ordinance Amending Chapter 105, Article IV, of the Mission Municipal Code establishing an Open Records Policy.

Approve a Resolution providing for the maintenance, preservation and protection of public records, and establishing procedures for accessing and copying open public records

Approve a Resolution appointing the City Clerk as the FIOA Officer for the City of Mission and outlining the FOIA Officer's duties.

DETAILS: Beginning July 1, 2025, changes to the Kansas Open Records Act went into effect that change how cities can charge for open records request fulfillment. The most pressing changes address the amount that can be charged for work done to fulfill requests, but also how and when different pieces of correspondence must be shared related to the fees charged for a request. The City Clerk's office has been working together with both the Police Department records custodians and the City Attorney to address these changes and ensure that Staff continues to maintain a high standard of service.

Key changes brought on by this updated legislation include:

1. The City can only charge actual costs for furnishing copies of requested records. The actual costs include cost to review requests and redact. Actual costs include printing fee ($0.25 per page), computer searching fees or other outside fees necessary to complete the search, and staff costs. For staff costs, the City must determine the hourly rate for the lowest category of staff reasonably necessary to provide such access or copies. The hourly rate does not include employee benefits.

2. Upon request, the City must now provide an itemized statement of costs incurred by the City when fulfilling the request.

3. If the actual staff time is expected to exceed 5 hours or the actual cost exceeds

Related Statute/City Ordinance:	Mission Municipal Code Chapter 105, K.S.A. 45-215, and K.S.A. 45-226
Line Item Code/Description:	NA
Available Budget:	NA

City of Mission	Item Number:	7b.
ACTION ITEM SUMMARY	Date:	August 20, 2025
Administration	From:	Robyn Fulks

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

$200, the City must notify the requester to engage in cost mitigation conversations or see if they want to continue forward. The City must communicate with the requestor through their preferred method of communication. If the requestor does not respond within three business days, the City may shut down the request.

Passage of the proposed ordinance will codify these changes into the Mission Municipal Code and ensures compliance with the new Kansas Statute.

Accompanying this ordinance is a Resolution establishing open records procedures for the City. The Resolution outlines the specific policies that govern the implementation and procedures for the new KORA ordinance. In short, the ordinance sets the bare minimum requirements under Kansas law for KORA requests, and the resolution provides the details for implementation. The benefit of passing an open records resolution is that it allows any necessary future KORA procedure changes the City may implement to be done via an updated Resolution versus amending the City Code.

The last component of this item is a resolution appointing a local Freedom of Information (FOI) Officer. This action is required by Kansas Statute. The resolution names the City Clerk as the FOI Officer and ensures compliance with Kansas Statute.

After conversation at the August 9, 2025 committee meeting, Staff has added in the job title for the Public Works records custodian to the Ordinance to be listed as: Public Works Director or Designee. All public records not on file in the office of the City Clerk and kept and maintained in the Public Works' office.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	Mission Municipal Code Chapter 105, K.S.A. 45-215, and K.S.A. 45-226
Line Item Code/Description:	NA
Available Budget:	NA

CITY OF MISSION
RESOLUTION _____

A RESOLUTION APPOINTING A LOCAL FREEDOM OF INFORMATION OFFICER (FIO) FOR THE CITY OF MISSION, KANSAS AND PROVIDING FOR THE OFFICER'S DUTIES.

Be it resolved by the Governing Body of the City of Mission, Kansas on this _____ day of ____, 2025.

Section 1. Appointment. The City Clerk is hereby appointed as the local FIO and charged with all of the statutory duties prescribed by K.S.A 45-226.

Section 2. Duties. The local FIO or the officer's designee shall:

(a) Prepare and provide educational materials and information concerning the open records act;

(b) be available to assist the city and members of the general public to resolve disputes relating to the open records act;

(c) respond to the inquiries relating to the open records act;

(d) establish the requirements for the content, size, shape and other physical characteristics of a brochure required to be displayed or distributed or otherwise made available to the public under the open records act. In establishing such requirements for the content of the brochure, the local FIO shall include plainly written basic information about the right of a requester, the responsibilities of a public agency, and the procedures for inspecting and obtaining a copy of public records under KORA.

PASSED AND APPROVED by the City Council this 20th day of August, 2025.

APPROVED by the Mayor this 20th day of August, 2025.

_____
Solana Flora, Mayor

ATTEST:

_____

Robyn Fulks, City Clerk

APPROVED BY:

PAYNE & JONES, CHARTERED

_____

David K. Martin, City Attorney
11000 King, Suite 200
PO Box 25625
Overland Park, KS 66225-5625
(913) 469-4100
(913) 469-8182

CITY OF MISSION
RESOLUTION _____

A RESOLUTION PROVIDING FOR THE MAINTENANCE, PRESERVATION AND PROTECTION OF PUBLIC RECORDS, AND ESTABLISHING PROCEDURES FOR ACCESSING AND COPYING OPEN PUBLIC RECORDS

Be it resolved by the Governing Body of the City of Mission, Kansas on this _____ day of ____, 2025.

Section 1. Procedures Regarding Inspection and Copying of Open Public Records. The following procedures are hereby adopted and shall be applied by each official custodian and records custodian:

(a) Consistent with the policy, duties and procedures established by the State of Kansas in K.S.A. 45-215 et seq., all City records custodians shall provide full access and assistance in a timely and efficient manner to persons who request access to open public records.

(b) Records custodians shall adopt and apply open public record access and copy procedures consistent with the policies of the City and with the provisions of the Kansas Open Records Act. Specifically, such procedures will inform members of the public of the procedures to be followed in making a request for inspection or a copy of an open public record, including the hours in which record inspection or copy requests may be made; who a request is to be made to; the forms to be completed in making a request; and the schedule of fees charged.

(c) Records custodians shall adopt and apply procedures that will ensure the protection and preservation of public records with respect to the manner in which such records are inspected and copied.

(d) Records custodians shall take necessary measures, not inconsistent with their duties, to provide full public access to open public records, and to ensure that the essential functions of the custodian's office, department or agency is not disrupted by requests for record inspection and copying.

(e) All inspections and copying of open public records shall be performed by, or under the supervision of, the records custodian responsible for such records.

(f) All persons requesting the inspection of or a copy of open public records shall make such request in writing, preferably through the City's website, prior to the request being honored and shall identify their preferred means of communication, except that no form shall be required for requests made for records that have been reproduced for free public distribution.

(g) Except as permitted otherwise by the records custodian, all record inspection and copying forms are to be completed by the person requesting the record. The records custodian may demand reasonable identification of any person requesting a record.

(h) Any fees for record inspection or for copies are due at the time the records, or copies thereof, are provided to the requester, unless the records custodian has demanded that prepayment of all or part of such fees be made. Fees are to be paid to the records custodian.

(i) The records custodian shall notify the record requester, prior to commencing search of the record of copies thereof, of his or her estimate of the fee that will be made for honoring the request whenever such estimate exceeds $200 or is anticipated to take five (5) or more hours of staff time to complete the request. When notifying the records requester, the records custodian shall offer to discuss cost mitigation options with the records requester, upon the records requester's request.

(j) The records custodian shall demand full or partial prepayment of fees at their discretion.

(k) The records custodian shall determine and assess a charge covering mailing and handling costs accrued in responding to requests through the mail service.

(l) The records custodian may exercise his or her discretion to reduce or waive any inspection or copying fees when such is in the public interest.

(m) No record inspection or copying charge shall be assessed against officers or employees of the City who make requests that are reasonably necessary to the performance of their official duties.

(n) Hours for making requests for inspection or copying shall be all regular working hours for each day the office maintains regular office hours. If an office keeping or maintaining public records does not have regular office hours Monday through Friday, the official custodian for such office shall establish hours for each such day when no regular office hours are kept, at which time members of the public may make requests for record inspection or copies of records.

(o) Removal of open public records from the office where kept and maintained, for purposes of inspection and/or the making of copies shall be permitted only with the written permission of the records custodian.

(p) The above procedures, as well as any other inspection and copying procedures, shall be posted in a conspicuous place in the office of the records custodian.

Section 2. Procedures Regarding Inspection of Open Public Records. The following procedures are hereby adopted and shall be applied by every official custodian and records custodian:

(a) Records custodians shall handle all inspection requests in accordance with their duties to protect and preserve public records and to assist persons requesting inspection of open public records.

(b) All request forms must be completed by the party requesting the record. In all cases, the party so requesting must sign his or her individual name to the form. Written requests shall be made on the form provided by the records custodian and presented to the records custodian.

(c) A written request is sufficient if it reasonably describes the record sought. In instances where the requester cannot provide sufficient information to identify a record, the custodian shall assist in making such identification.

(d) No inspection fee will be assessed when a denial of a request is made. The records custodian shall, upon making a denial of an inspection request, forward a copy of the denial to the City Attorney.

Section 3. Procedures Regarding Copies of Open Public Records. The following procedures are hereby adopted and shall be applied by each official custodian and records custodian:

(a) Records custodians shall handle all copy requests in accordance with their duties to protect and preserve public records and to assist persons requesting copies of open public records.

(b) All request forms must be completed by the party requesting the copies. In all cases the party requesting must sign his or her individual name to the form. Written requests shall be made on the form provided by the records custodian, preferably through the City's website.

(c) Mechanical reproduction of a record shall not be undertaken when it is the judgment of the records custodian that any available means of mechanically reproducing the subject record is likely to cause damage to such record.

(d) No copy fee shall be assessed when multiple copies of the record requested have been prepared for free public distribution, or when the records custodian determines that the cost of charging and handling the fee exceeds the cost of providing a copy without charge.

(e) No copying fee will be assessed when a denial of a request is made. The records custodian shall, upon making a denial of a copying request, forward a copy of the denial to the City Attorney.

PASSED AND APPROVED by the City Council this _____ day of _____, 2025.

APPROVED by the Mayor this _____ day of _____, 2025.

_____
Solana Flora, Mayor

ATTEST:

_____
Robyn Fulks, City Clerk

APPROVED BY:

PAYNE & JONES, CHARTERED

_____
David K. Martin, City Attorney
11000 King, Suite 200
PO Box 25625
Overland Park, KS 66225-5625
(913) 469-4100
(913) 469-8182

CITY OF MISSION
ORDINANCE NO ___

AN ORDINANCE AMENDING CHAPTER 105, ARTICLE IV, OF THE MUNICIPAL CODE OF MISSION, KANSAS ESTABLISHING AN OPEN RECORDS POLICY IN THE CITY OF MISSION, KANSAS

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

SECTION 1: Article IV of Chapter 105 of the Municipal Code of Mission, Kansas, is hereby deleted in full and replaced with the following as follows:

Chapter 105
Administration

Article IV – Open Records

Section 105.050 Policy.

A. It is hereby declared to be the policy of the City that public records which are made, maintained or kept by or are in the possession of the City, its officers and employees, shall be open for public inspection as provided by, and subject to the restrictions imposed by, the Kansas Open Records Act (KORA).

B. Any person, upon request, shall have access to such open public records for the purpose of inspecting, abstracting or copying such records while they are in the possession, custody and control of the appointed or designated records custodian thereof, or his or her designated representative.

Section 105.060 Records Custodians.

The records custodian(s) appointed and designated pursuant to this Article shall preserve and protect all public records from damage, disorganization and theft and shall assist, in a timely and efficient manner, any person making request for access to any open public record.

Section 105.070 Public Request for Access.

All City offices keeping and maintaining open public records shall establish office hours during which any person may make a request for access to an open public record. Such hours shall be no fewer than the hours each business day the office is regularly open to the public. For any City office not open Monday through Friday, hours shall be established by the records custodian for each such day at which time any person may request access to an open public record.

Section 105.080 Facilities for Public Inspection.

All City offices keeping and maintaining open public records shall provide suitable facilities to be used by any person desiring to inspect and/or copy an open public record. The office of the City clerk, being the principal recordkeeper of the City, shall be used as the principal office for providing access to and providing copies of open records to the maximum extent practicable. Requesters of records shall be referred to the office of the City clerk except when the requested records are not in that office and are available in another City office.

Section 105.090 Procedures for Inspection.

Any person requesting access to an open public record for purposes of inspecting or copying such record, or obtaining a copy thereof, shall abide by the procedures adopted by the governing body for record inspection and copying, including those procedures established by records custodians as authorized by the governing body. Such procedures shall be posted in each City office keeping and maintaining open public records.

Section 105.100 Appointment of Official Custodians.

A. The following City officers are hereby appointed as official custodians for purposes of the Kansas Open Records Act and are hereby charged with responsibility for compliance with that Act with respect to the hereinafter listed public records:

1. City Clerk. All public records kept and maintained in the City Ccerk's office and all other public records not provided for elsewhere in this Section.

2. Chief Of Police. All public records not on file in the office of the City Clerk and kept and maintained in the City Police Department.

3. Clerk Of the Municipal Court. All public records not on file in the office of the City Clerk and kept and maintained in the Municipal Court.

4. Public Works Director or Designee. All public records not on file in the office of the City Clerk and kept and maintained in the Public Works' office.

5. City Attorney. All public records not on file in the office of the City Clerk and kept and maintained in the City Attorney's office.

Section 105.110 Designation of Additional Record Custodians.

A. Each of the official custodians appointed in Section 105.100 is hereby authorized to designate any subordinate officers or employees to serve as records custodian.

Such records custodians shall have such duties and powers as are set out in the Kansas Open Records Act.

B. Whenever an official custodian shall appoint another person as a records custodian, he/she shall notify the City Ccerk of such designation and the City Clerk shall maintain a register of all such designations.

Section 105.120 Duties of Custodians.

All City officers and employees appointed or designated as records custodians under this Article shall: protect public records from damage and disorganization; prevent excessive disruption of the essential functions of the City; provide assistance and information upon request; ensure efficient and timely action and response to all applications for inspection of public records; and shall carry out the procedures adopted by this City for inspecting and copying open public records.

Section 105.130 Requests To Be Directed To Custodians.

A. All members of the public, in seeking access to, or copies of, a public record in accordance with the provisions of the Kansas Open Records Act, shall address their requests to the custodian charged with responsibility for the maintenance of the record sought to be inspected or copied.

B. Whenever any City officer or employee appointed or designated as a custodian under this Article is presented with a request for access to, or copy of, a public record which record the custodian does not have in his or her possession and for which he/she has not been given responsibility to keep and maintain, the custodian shall so advise the person requesting the record. Further, the person making the request shall be informed as to which custodian the request should be addressed to, if such is known by the custodian receiving the request.

Section 105.140 Fee Administration.

The City Clerk is hereby authorized to provide the clerk's office, and the office of each records custodian, with sufficient cash to enable the making of change for record fee purposes. Each custodian shall transmit all record fee moneys collected to the City Treasurer not less than monthly. Each custodian shall maintain duplicates of all records and copy request forms, completed as to the amount of fee charged and collected, which amounts shall be periodically audited by the clerk-finance officer and Treasurer of the City.

Section 105.150 Inspection Fee.

A. Where a request has been made for inspection of any open public record which is readily available to the records custodian, there shall be no inspection fee charged to the requester.

B. In all cases not covered by Subsection (A) of this Section, a record inspection fee shall be charged in an amount equal to the actual cost of furnishing the requested records, including the cost of staff time required to make the information available. Actual cost shall include the cost to review and redact the requested records, but shall not include the incidental costs incurred by the City that are not attributable to furnishing the record. In the case of fees for providing access to records maintained at computer facilities, the fee shall include the cost of any computer services. If the City incurs costs for staff time to provide access to or furnish copies of public records, the City shall use, in good faith, the lowest cost category of staff reasonably necessary to provide access and furnish copies of corporate records. Charges for staff time shall be based on an employee's salary or hourly wage. Charges for staff time shall not include the costs of employee benefits.

Section 105.160 Copying Fee.

A. A fee of $0.25 per page shall be charged for photocopying public records, such fee to cover the cost of labor, materials and equipment.

B. For copying any public records that cannot be reproduced by the City's photocopying equipment, the requester shall be charged the actual cost to the City, including staff time, in reproducing such records.

Section 105.170 Prepayment of Fees.

A. A record custodian may demand prepayment of the fees established by this Article whenever he/she believes this to be in the best interest of the City. The prepayment amount shall be an estimate of the inspection and/or copying charges accrued in fulfilling the record request. Any overage or underage in the prepayment shall be settled prior to inspection of the requested record or delivery of the requested copies.

B. Where prepayment has been demanded by the record custodian, no record shall be made available to the requester until such prepayment has been made.

Section 105.180 Mitigating Costs.

A. If the record custodian determines that the staff time needed to respond to a records request will exceed five (5) hours, or the estimated actual cost for the staff time needed to fill the request exceeds $200.00, the record custodian shall make reasonable efforts to contact the requester and engage in interactive communication about mitigating costs to fill the request. The requester is not obligated to mitigate costs.

B. If the record custodian has made reasonable efforts to contact the requester in

accordance with Subsection A of this Section, and the requester has failed to respond by the end of the third (3rd) business day, the requester will be deemed to have withdrawn the requester's request until subsequent contact is made by the requester to the public agency.

C. As used in this Section, "reasonable efforts to contact the requester" means contacting the requester through the means of communication the requester provided to be used by the City to respond to the request.

Section 105.190 Payment.

All fees charged under this Article shall be paid to the custodian of the records inspected and/or copied unless the requester has established an account, for purposes of billing and payment, with the City.

SECTION 2: This Ordinance shall be in force and take effect from after publication according to law.

PASSED AND APPROVED by the City Council this 20th day of August, 2025.

APPROVED by the Mayor this 20th day of August, 2025.

_____
Solana Flora, Mayor

ATTEST:

_____
Robyn L. Fulks, City Clerk

APPROVED BY:

PAYNE & JONES, CHARTERED

_____
David K. Martin, City Attorney
11000 King, Suite 200
PO Box 25625
Overland Park, KS 66225-5625
(913) 469-4100
(913) 469-8182

City of Mission	Item Number:	7c.
ACTION ITEM SUMMARY	Date:	August 20, 2025
Police Department	From:	Dan Madden

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

RE: Addendum to Co-Responder Memorandum of Understanding (MOU) with Johnson County Mental Health

RECOMMENDATION: Approve the addendum to the MOU with Johnson County Mental Health for the provision of Mental Health Co-Responder services

DETAILS: The cities of Fairway, Merriam, Roeland Park, Westwood, Westwood Hills, Mission Woods, along with Mission have entered into an agreement with Johnson County Mental Health (JCMH) to provide two mental health co-responders to assist with a variety of mental health services to the public. That agreement is represented in writing by a Memorandum of Understanding (MOU).

For grant purposes, as well as practical purposes, the MOU with JCMH for mental health Co-Responders is reviewed and renewed annually. While much of the contract didn't require modifications, it was requested that the financial aspects of the contract be changed to align with the city's budget processes.

Under the previous terms of the agreement there were no stipulations to control when increases in costs/bills could occur. This led to mid- budget year increases that cities were not prepared for. The new agreement provides for estimated increases to be sent to cities by March 31st of each year to align with the normal budgeting processes and timelines.

CFAA CONSIDERATIONS/IMPACTS: Mental Health Co-Responders provide valuable services to Mission residents. Having access to a mental health professional in real time for persons in crisis is an important benefit for both our officers and the individuals we serve. In addition, the Co-Responders provide connection to a variety of other social services for those who are in need. These services greatly impact residents of all ages and abilities in our community.

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

FIRST AMENDMENT TO JOHNSON COUNTY MENTAL HEALTH CO-RESPONDER COOPERATIVE MEMORANDUM OF UNDERSTANDING

THIS First Amendment to the Memorandum of Understanding ("Amendment"), entered the date of last signature below (the "Effective Date"), is by and between Johnson County Board of County Commissioners ("BOCC"), a body corporate and political subdivision of the State of Kansas, and the Kansas cities of Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills, and Mission Woods (collectively, the "Cities"). BOCC and each City may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties entered a Memorandum of Understanding ("MOU") on April 24, 2023 (the "Agreement"), the purpose of which is to enhance partnership between the mental health and criminal justice systems;

B. The Parties acknowledge the importance of timely communication and budgeting to ensure effective fiscal management and coordination;

C. The Parties have discussed and agreed that an annual budget will be delivered to the Cities no later than March 31 of each year; and

D. The Parties further acknowledge that, from time to time, actual costs may exceed the approved budget within a given year, and the BOCC, by and through, the Johnson County Mental Health Center (JCMHC), will cover such overages during that budget year.

AGREEMENT

In consideration of the above, the Parties agree to amend the MOU as follows:

1.1 Repeal and Replace Section III(b)(xii). Section III(b)(xii) is hereby repealed in its entirety and replaced with the following:

This section is intentionally left blank as it was repealed by the First Amendment to the MOU.

1.2 Repeal and Replace Section IV(f). Section IV(f) is hereby repealed in its entirety and replaced with the following:

f. Covered Costs and Budget Process.

i. Covered Costs. The Cities shall reimburse JCMHC for the co-responder personnel costs incurred by JCMHC, including, but not limited to salary, retirement, expenses, disability, and all other employment-related benefits incident to the Co-

Responder's employment with JCMHC. All additional expenses and reimbursements, if any—including costs for equipment or other resources—will be discussed and agreed upon by the Parties.

ii. Annual Budget Process. JCMHC will prepare and submit an annual budget for the upcoming fiscal year (January 1 – December 31) to the Cities. The Parties agree that this budget will be delivered no later than March 31 of each year.

iii. Salary Adjustments. Salary adjustments, as recommended by JCMHC—including increases, decreases, or other modifications—will be incorporated into the annual budget submitted to the Cities. While these recommendations will be reflected in the proposed budget, they shall not be construed by the Parties as final or binding until the budget is approved by each City.

iv. Mid-Year Expenses. The Parties agree that for any year in which actual costs exceed the approved budget within the given fiscal year, the Board of County Commissioners (BOCC), by and through JCMHC, will cover such overages. It is understood that any expenditures exceeding the approved budget will be reviewed and incorporated into the subsequent year's budget.

v. Billing Process. JCMHC shall invoice each City for its pro rata share of all applicable personnel costs by the 15th of the month following the end of each calendar quarter. Upon receipt of such invoice(s), the Cities shall remit payment to JCMHC for the invoiced amount(s) by the end of the same month.

vi. Compliance with Cash Basis Law and Budgetary Limitations. Fund expenditure shall be subject to the respective budgetary processes of each Party. To the extent that this MOU may be interpreted as requiring any expenditure of funds by any City, the Parties agree and acknowledge that each City is obligated to make such expenditures only to the extent such expenditures may lawfully be made from:

(a) funds budgeted and appropriated for that purpose during the City's current budget year; or

(b) funds made available from a lawfully operated revenue-producing source.

1.3 All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF MERRIAM, KANSAS

By: _____
Bob Pape, Mayor
Date: _____

ATTEST: _____
Juli Pinnick, City Clerk

APPROVED AS TO FORM:

_____
Ryan Denk, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF MISSION, KANSAS

By: _____
Solana Flora, Mayor
Date: _____

ATTEST: _____
Robyn L. Fulks, City Clerk

APPROVED AS TO FORM:

_____
David Martin, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF ROELAND PARK

By: _____
Michael Poppa, Mayor
Date: _____

ATTEST: _____
Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

_____
Steve Mauer, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF FAIRWAY

By: _____
Melanie Hepperly, Mayor
Date: _____

ATTEST: _____
Kim Young, City Clerk

APPROVED AS TO FORM:

_____
Richard Cook, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF WESTWOOD

By: _____
David E. Waters, Mayor
Date: _____

ATTEST: _____
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

_____
Ryan Denk, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF WESTWOOD HILLS

By: _____
Rosemary Podrebarac, Mayor
Date: _____

ATTEST: _____
Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

_____
James R. Orr, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF MISSION WOODS

By: _____
Darrell Franklin, Mayor
Date: _____

ATTEST: _____
Shelly Floyd, City Clerk

APPROVED AS TO FORM:

_____
Steven Mauer, City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Johnson County Board of County Commissioners (BOCC) through the Johnson County Mental Health Center (JCMHC)

By: _____
Mike Kelly, Chairman
Johnson County Board of County Commissioners
Date: _____

ATTEST: _____
Lynda Sader, Deputy County Clerk

APPROVED AS TO FORM:

_____
Natalie Yoza, Assistant County Counselor

JOHNSON COUNTY MENTAL HEALTH CO-RESPONDER
COOPERATIVE MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is a collaboration amongst the Kansas cities of Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills, and Mission Woods (collectively, the "Cities") and Johnson County Board of County Commissioners (BOCC) to address potential mental health and co-occurring substance use disorder issues in our jurisdictions by sharing resources and expenses to fund a shared co-responder position dedicated to the Cities (herein referred to as the "Project").

This MOU supersedes all previous memorandums of understanding relating to collaborative efforts between the Cities and the Johnson County Mental Health Center (JCMHC) to share a co-responder and amendments thereto.

I. Purpose

a. The purpose of the Project is to find ways that the mental health and criminal justice systemsof Johnson County, specifically within the Cities, can work in partnership to improve service response to individuals who suffer from mental health issues and have co-occurring substance use disorders, or who are in danger of becoming alcoholics or drug abusers.

b. The purpose of this MOU is to:

   i. delineate the responsibilities of the parties to the Project;

   ii. maximize interagency cooperation; and

   iii. formalize the relationships between the parties and their employees regarding Project operations, policies, planning and training.

II.Parties.

The participating entities in the Project and this MOU are:

a. the Johnson County Board of County Commissioners, through the Mental Health Center/JCMHC;

b. the City of Merriam, through the Merriam Police Department;

c. the City of Mission, through the Mission Police Department;

d. the City of Roeland Park, through the Roeland Park Police Department;

e. the City of Fairway, through the Fairway Police Department;

f. the City of Westwood, through the Westwood Police Department;

g. the City of Westwood Hills, through the Westwood Police Department; and

h. the City of Mission Woods, through the Westwood Police Department;

JCMHC and the cities of Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills, and Mission Woods are collectively referred to herein as the "Parties", or individually, as a "Party".

III. Organizational Structure, Control and Responsibilities.

a. Organizational Structure.

i. The oversight of the Project will be cooperatively provided by the Parties.

ii. Each Party will designate one individual to be that Party's point of contact. These points of contact will make up the Project Leadership Team.

iii. The Parties will facilitate regular meetings of the Project Leadership Team and any other appropriate individuals to address the progress of the Project, as well as other justice and mental health related projects or issues.

b. Roles and Responsibilities of the Parties.

i. JCMHC will hire, employ, and supervise one Qualified Mental Health Professional (the "co-responder") as part of the Project. Further, the Parties acknowledge and agree that additional Co-Responders may be added under this MOU.

ii. JCMHC expressly represents and warrants to each City that the co-responder is not and shall not be construed to be an employee of any City and that the status of JCMHC is that of independent contractor for the Cities for which JCMHC is solely responsible for co-responder's actions and inactions. JCMHC also agrees that neither it, nor the co- responder may enter into contracts or agreements on behalf of any City or to otherwise create obligations of any City to third parties.

iii. The Cities may participate in the interview and hiring process with JCMHC, though JCMHC will retain the ultimate decision-making authority regarding the hiring and employment of the co-responder.

iv. JCMHC shall provide the co-responder with a vehicle and cell phone for the co- responder's use in his/her Project duties for which the Cities will reimburse JCMHC pursuant to the pro rata calculation in the attached Addendum

v. The co-responder will work in cooperation with the Cities to assist the Cities with individuals who suffer from mental health issues and co-occurring substance use disorders and who are contacted by law enforcement.

vi. The co-responder will report to JCMHC for administrative matters (e.g., leave, pay, benefits) and for other matters unrelated to the case-specific work assignments of the Project. The co-responder will coordinate with the City with regard to respective case-specific work assignments.

vii. It shall be the joint responsibility of JCMHC and the co-responder to regularly and in a

timely manner inform the Cities of scheduled vacation, training, annual leave, or sick leave. The co-responder will observe holidays as set by Johnson County, Kansas government. When the co-responder is on leave for any reason, back-up coverage will not be provided.

viii. The co-responder shall be subject to the personnel policies and procedures of JCMHC. To the extent they are not in conflict with JCMHC policies, each City's personnel policies shall also apply to the co-responder when he/she is working in or coordinating with that particular City. It shall be the responsibility of each individual City to inform or train the co-responder on the personnel policies applicable to him/her. Performance appraisals will be handled by JCMHC, except that the Cities will be given the opportunity to provide written comments for discretionary use by JCMHC in the appraisal process.

ix. The City of Merriam shall serve as host site for the Project and will provide an office designated for the use of the co-responder. In addition to the office at the Merriam Police Department the co-responder shall be provided a designated workspace or office, as available, in the other Cities.

x. The City of Merriam will provide the co-responder with a portable police radio. JCMHC will provide him/her a laptop computer and any other equipment necessary to fulfill Project duties.

xi. The co-responder position will be a salaried exempt position which will work full-time (40 hours per week), allocating work time between the Cities as calls for service and workload requires.

xii. The Cities shall reimburse JCMHC for the co-responder personnel costs incurred by JCMHC including, but not limited to, salary, retirement, expenses, disability, and all other employment-related benefits incident to the co-responder's employment with JCMHC (see attached Co-Responder Budget). All additional expenses and reimbursement, if any, including other equipment, will be discussed and agreed upon among the Parties. Raise projections shall be provided annually to the Cities by JCMHC. Such raise projections provided by JCMHC, however, shall not be construed by the Parties as annual finalized projections. JCMHC shall invoice each City its pro rata share for all such personnel costs by the 15th of the month following the end of each quarter. Upon receipt of such invoice(s), the Cities shall reimburse JCMHC accordingly for such invoiced amount(s) at the close of the same invoiced month. During the term of this MOU and notwithstanding any provision to the contrary, should for any reason and at any time there be an increase in the payment of the co-responder personnel costs as determined and incurred by JCMHC, including all other employment-related benefits incident to the co-responder's employment with JCMHC, in an amount up to, but not exceeding, five percent (5%) of the total annual cost for a co-responder position as indicated in the attached Co-Responder Budget, or any addendum subsequent thereto, JCMHC will include in its invoice to each City the respective City's pro rate share for such increased personnel costs which shall be reimbursed by the individual Cities accordingly.

xiii. As law enforcement officers respond to the scene of a call and it is determined that assistance of the co-responder will aide in the disposition of the call, the responding officer will work jointly with the co-responder, either directly or through dispatch.

xiv. The co-responder's time will be shared among and between the Cities. It is the intent of the Parties that the shared time will be reasonably equal to the percentages shown on the attached Addendum. The Parties shall meet regularly to determine the appropriate

scheduling. However, the Cities shall work cooperatively in this regard and if a City to which the co-responder is not assigned at the particular time has a situation which would benefit from co-responder assistance, that City shall contact the co- responder and request assistance as available.

xv. Co-responder training shall be provided by JCMHC including, but not limited to, issues related to confidentiality. Additional training, as appropriate, may be provided as needed by the Cities.

xvi. The Cities will provide training to the co-responder and their respective employees on the Project with regard to Project goals and protocols, including communication protocols for determining the need for the co-responder, situational awareness training, and information security training and credentialing as required by Criminal Justice Information System (CJIS) and KCJIS (Kansas Criminal Justice Information System).

xvii. In the event that the co-responder is on leave and/or busy on another case, the Cities may employ the traditional process for requesting JCMHC services by calling the JCMHC crisis line, as needed.

xviii. If the co-responder has complaints, suggestions, comments, or concerns regarding the policies, procedures, practices or decisions of the Cities, the co-responder is to first present such concerns to their immediate JCMHC supervisor who may, in turn, pursue discussions with the respective City. However, it is permissible and encouraged for the co-responder to communicate with City staff regarding daily issues pertaining to efficient and effective case processing.

xix. In any instance in which the co-responder, in the judgment of a City, may have engaged in misconduct or failure to fulfill the mission or purpose of the Project as requested, the City shall notify JCMHC, in writing, of the details of the alleged misconduct or failure. JCMHC shall then undertake an appropriate review of the allegations and, in the event the allegations are confirmed, implement any necessary or appropriate discipline up to, and including, termination of the co-responder, after discussion with the Project Leadership Team, as deemed appropriate.

xx. Should the Project be terminated for any reason, JCMHC is solely responsible for any and all decisions as to whether to continue to employ a co-responder. The co- responder shall have no recourse against any City for any employment decision(s) made by JCMHC, including termination of the Project or termination of the co-responder.

xxi. Equipment and other tangible property provided to the co-responder by any City as part of the Project will remain property of the respective City and must be returned to the respective City immediately upon termination of the co-responder, or within thirty (30) days of the termination of the Project, unless otherwise agreed to in writing.

xxii. The co-responder shall, to the extent practical, keep a general account of time spentworking for each City, including types of activities, police calls, and training.

c. Legal Status.

i. This MOU is authorized by K.S.A. 12-2908 as a contract between municipalities to perform governmental services or activities; is not an interlocal agreement as contemplated by K.S.A. 12-2901 et seq.; and does not create a new or separate legal entity. Each Party shall

be responsible for the actions and responsibilities arising under this MOU of its respective employees.

d. Confidentiality; Inquiries.

i. The Parties shall adhere to all applicable laws and policies regarding the confidentiality of data or information obtained during the Project. To the extent required by law, the Parties shall comply with HIPAA, and are to maintain the confidentiality of personal health information (PHI), sharing that PHI only to the extent necessary to coordinate treatment or disposition of the crisis situation.

ii. As a general rule, all outside inquiries regarding the Project shall be directed to the respective Public Information Officer representing the involved City. Any inquiries involving mental health case supervision issues shall be directed to JCMHC.

IV. Effective Date, Duration, Termination, Insurance and Funding.

a. This MOU shall become effective upon execution by all Parties.

b. This MOU may be executed in one or more counterparts, including by facsimile, each of which when compiled in its entirety shall together constitute one and the same instrument.

c. The term of this MOU is for the duration of the Project.

d. Any Party may terminate its relationship with the Project and withdraw from the Project and this MOU at any time, by written notification to the other Parties at least (60) days prior to termination. The terminating Party will be responsible for its pro rata share of the costs of the Project up to, and including, the last date of its participation, regardless of the use of the co- responder. Notice of termination shall be delivered to the Project Leadership Team. If one or more Cities terminate its relationship to the Project, then the JCMHC and remaining Cities may agree to continue the Project under this MOU by amending the pro rata shares in the Addendum, renegotiate this MOU, or terminate the MOU.

e. Insurance – The Parties shall each carry and maintain in force for the duration of the Project insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the minimum types and limits as set forth below:

i. <u>All Parties shall carry Commercial General Liability</u>

1. $1,000,000 Combined Single Limit, for bodily injury, personal injury, andproperty damage liability per occurrence;

2. $2,000,000 annual aggregate.

ii. <u>Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability.</u>

iii. <u>All Parties shall carry Commercial Automobile Liability - $500,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per accident covering all owned, non-owned, and hired vehicles. Provided, however, it is understood and agreed</u>

by the Parties that the JCMHC provided vehicle shall be covered primarily by JCMHC's automobile liability self-insurance and insurance program.

iv. JCMHC shall carry Professional Liability

1. $1,000,000 Combined Single Limit, for bodily injury, personal injury, andproperty damage liability per occurrence;

2. $3,000,000 annual aggregate.

v. Cities shall carry Law Enforcement Liability

1. $1,000,000 Combined Single Limit, for bodily injury, personal injury, andproperty damage liability per occurrence;

2. $2,000,000 annual aggregate.

vi. As respects each Party's employees:

1. Statutory Workers' Compensation

2. Employer's Liability:
   a. Bodily Injury by Accident $500,000 Each Accident:
   b. Bodily Injury by Disease $500,000 Policy Limit
   c. Bodily Injury by Disease $500,000 Each Employee

Provided, however, it is understood and agreed by the Parties that the co-responder shall be covered primarily by the JCMHC Workers' Compensation and Employer's Liability self-insurance and excess insurance coverage.

Each Party shall furnish the other with Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this MOU. Certificate Holders shall be the Parties as shown on attached exhibit A.

Board of County Commissioners and JCMHCJohnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

Prior to cancellation or non-renewal, each Party agrees that it or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change. Renewal certificate(s) of insurance shall be provided by the Parties within ten (10) business days of insurance renewals.

f. Expenditure of funds as part of the Project will be subject to the respective budgetary processes of each Party. To the extent that this MOU is interpreted as requiring any expenditure of funds by any City, the Parties acknowledge that the Cities are obligated only topay expenditures as may lawfully be made from: (a) funds budgeted and appropriated for thatpurpose during that City's

current budget year; or (b) funds made available from any lawfully operated revenue producing source.

g. This MOU shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors.

2-23-2023

Mike Kelly, Chairman, Johnson County Board of County Commissioners — Date

COUNTY OF JOHNSON · SEAL OF THE BOARD OF COMMISSIONERS · INC. 1855 · STATE OF KANSAS

ATTEST:

Lynda Sader

Lynda Sader, Deputy County Clerk

APPROVED AS TO FORM:

Natalie Yoza

Natalie Yoza, Assistant County Counselor

Approved 5-2 CoMA

FILED

FEB 2 3 2023

DEPUTY COUNTY CLERK
JOHNSON COUNTY KANSAS

City of Merriam:

By: Bob Pape — 4/24/23

Bob Pape, Mayor — Date

ATTEST:

Juliana Pinnick

Juliana Pinnick, Apr 10, 2023 13:40 CDT

Juli Pinnick, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

City of Mission:

By: _____ Apr 10, 2023

Solana Flora, Mayor — Date

ATTEST:

_____

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM:

David K Martin

David Martin, City Attorney

City of Roeland Park:

By: _____ Apr 11, 2023

Michael Poppa, Mayor — Date

ATTEST:

Kelley Nielsen

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

_____

Steve Mauer, City Attorney

City of Fairway:

_____ 03/13/23

Melanie Hepperly, Mayor — Date

ATTEST:

_____

Kim Young, City Clerk

APPROVED AS TO FORM:

Richard Cook

Richard Cook, City Attorney

City of Westwood:

By: _____ 03/23/2023.
David E. Waters, Mayor Date

ATTEST:

_____
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

_____
Ryan Denk, City Attorney

City of Westwood Hills:

By: _____ 3/24/2023
Rosemary Podrebarac, Mayor Date

ATTEST:

_____
Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

_____
James R. Orr, City Attorney

City of Mission Woods:

By: _____ 3/22/23
Darrell Franklin, Mayor Date

ATTEST:

_____
Shelly Floyd, City Clerk

APPROVED AS TO FORM:

_____
Steven Mauer, City Attorney

ADDENDUM
PROJECT BUDGET

Allocation of Co-Responder(s) Assigned to All Participating Cities

The total annual cost for a co-responder position for the calendar year 2023 is estimated to be $117,241, except for overtime approved in advance by each City's point of contact, as approved in each City's budget. JCMHC shall provide future calendar year annual budgets upon request of the Cities. JCMHC shall invoice each City on a quarterly basis according to its pro rata share, determined by population, as follows:

City	Population	Percent	Annual Share of Cost
Merriam	11,098	32.2%	$37,752
Mission	9,954	28.9%	$33,883
Roeland Park	6,871	19.9%	$23,331
Fairway	4,170	12.1%	$14,186
Westwood	1,750	5.1%	$5,979
Westwood Hills	400	1.2%	$1,407
Mission Woods	203	0.6%	$703

Grant Funded Co-Responder

It is agreed by the Cities to share in the cost of an additional co-responder position originally funded by a grant until September 2023 obtained through the City of Merriam. Once grant funds are exhausted, the remaining cost of the position will be split between the Cities according to their pro rata share, determined by population as per above. An estimate of the cost of the final quarter of 2023 and each City's pro rata share follows. Succeeding years cost for this position will be shared among the cities as other non-grant positions.

City	Population	Percent	4th Quarter Share of Cost
Merriam	11,098	32.2%	$7,551.00
Mission	9,954	28.9%	$6,777.00
Roeland Park	6,871	19.9%	$4,667.00
Fairway	4,170	12.1%	$2,838.00
Westwood	1,750	5.1%	$1,196.00
Westwood Hills	400	1.2%	$281.00
Mission Woods	203	0.6%	$141.00
Total			$23,451.00

In order to ensure all grant assurances are met, a copy of the Justice Assistance Grant (JAG) grant assurances will be reviewed with both the JAG funded co-responder and JCMHC co-responder supervisor. The co-responder will initial and sign a copy of the grant assurances as acknowledgement of receipt of and understanding the grant assurances. The signed copy will be kept at the Merriam Police Department as part of the JAG grant file and a copy will be provided to JCMHC.

JCMHC will provide activity logs at the end of each quarter to be submitted with the quarterly invoice for

the JAG funded co-responder. The activity logs will include the date of service, time, type of activity and duration of activity. A copy of the activity logs will be retained at the Merriam Police Department in the JAG grant file.

The co-responder job description is included as Exhibit A.

Exhibit A

Board of County Commissioners and JCMHC Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

City of Merriam Kansas
9001 W. 62nd Street,
Merriam, Kansas 66202

City of Mission Kansas
6090 Woodson
Mission, Kansas 66202

City of Roeland Park Kansas
4600 W. 51st Street
Roeland Park, Kansas 66205

City of Westwood
4700 Rainbow Boulevard
Westwood, Kansas 66205

City of Westwood Hills
2216 West 49th Street
Westwood Hills, Kansas 666205

City of Fairway Kansas
4210 Shawnee Mission Parkway, Suite #100
Fairway, Kansas 66205

City of Mission Woods Kansas
4700 Rainbow
Westwood, Kansas 66205