



REGULAR MEETING AGENDA
Wednesday, February 21, 2024 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

1a. Public Hearing on Mission & Beverly, LLC (Milhaus) Tax Abatement Request

2. SPECIAL PRESENTATIONS

2a. Staff Introductions

- Kalin Bird, Building Official – Community Development
- David Binckley, Neighborhood Services Officer – Community Development

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 17, 2024 City Council Meeting

CONSENT AGENDA - Finance & Administration Committee

- Finance & Administration Committee Meeting Packet February 7, 2024
- Finance & Administration Committee Meeting Minutes February 7, 2024
- 4b. Resolution for City Sponsored Festivals and Events
- 4c. Special Events Permit for SMN Class of 1974 Picnic
- 4d. Terminate Fifth Amended Gateway TIF Project Plan
- 4e. Terminate Gateway Community Improvement District (CID)
- 4f. Resolution Updating Bank Signatories
- 4g. MIP Authorization

CONSENT AGENDA - Community Development Committee

- Community Development Committee Meeting Packet February 7, 2024
- Community Development Committee Meeting Minutes February 7, 2024
- 4h. Super Pool Pass Agreement/ Letter of Understanding
- 4i. Safe Streets for All Obligation of Grant Funds

5. PUBLIC COMMENTS

6. ACTION ITEMS
Planning Commission

Miscellaneous

7. COMMITTEE REPORTS

Finance & Administration, Mary Ryherd

- Finance & Administration Committee Meeting Packet February 7, 2024
- Finance & Administration Committee Meeting Minutes February 7, 2024
- 7a. Resolution Establishing Parks and Park Facilities ([page 4](#))
- 7b. Resolution of Intent to Issue Industrial Revenue Bonds (Mission & Beverly, LLC) ([page 8](#))

Community Development, Lea Loudon

- Community Development Committee Meeting Packet February 7, 2024
- Community Development Committee Meeting Minutes February 7, 2024
- 7c. Mohawk Playground Phase II ([page 90](#))
- 7d. Solar Picnic Table (Water Works Park) ([page 104](#))
- 7e. Johnson Drive II Design Contract (Metcalf to Lamar) ([page 110](#))
- 7f. Bike Share Program Obligation of Grant Funds ([page 131](#))

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9a Resolution Ratifying the Expenditure of Funds to purchase a Ford F-550 Truck
(page 137)

10. COMMENTS FROM THE CITY COUNCIL

11. COUNCIL COMMITTEE LIAISON REPORTS

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

12. MAYOR'S REPORT
Appointments

Planning Commission

- Kelsey Brown, Ward II

Parks, Recreation + Tree Commission

- Dylon Sease, Ward III

Board of Zoning Appeals (BZA)

- Mike Patterson, Ward IV)

13. CITY ADMINISTRATOR'S REPORT

13a. Business Updates

13b. 2023 Year End Project Status Update

14. EXECUTIVE SESSION

14a. Executive Session – Consultation with an Attorney and Preliminary Discussions relating to the acquisition of real property.

ADJOURNMENT

City of Mission	Item Number:	7a.
ACTION ITEM SUMMARY	Date:	February 21, 2024
ADMINISTRATION	From:	Laura Smith

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

RE: Resolution designating parks and park facilities in the City of Mission

RECOMMENDATION: Approve the Resolution designating parks/park facilities in the City of Mission.

DETAILS: Section 230, Article II of the City of Mission Municipal Code outlines the rules and regulations for Mission’s Parks and park facilities. These regulations include things such as, hours of operation, noise restrictions, vehicle restrictions, and signage.

In addition to clearly defining where park rules, regulations or restrictions apply, the designation of park land solidifies the City’s intention for the property to be preserved and maintained as recreational or greenspace. This designation then means that in order to dispose or convert the space to anything else subjects that decision to a public notice and petition process in accordance with K.S.A. 12-1301.

As the conversations with Milhaus regarding their Mission & Beverly multi-family development have evolved, their request included incorporating the existing Beverly Park as a part of the project in order to achieve multiple goals and objectives of both the developer and the City. The negotiations with the developer anticipate selling the Beverly Park parcel for \$500,000. These funds could then be used to acquire new greenspace or to begin improving existing greenspace adjacent to the Rock Creek Trail that has been the focus of the Rock Creek Corridor Study.

The existing Beverly Park parcel is approximately 0.43 acres in size. There are eight parcels adjacent to the trail between Woodson and Outlook which, total 1.82 acres. Some of this acreage includes the Rock Creek Channel, but the designation of the parcels as parks or parks facilities would provide approximately 1.35 acres of green or recreational space.

At the February 7, 2024 Finance & Administration Committee meeting the Council directed staff to proceed with initiating the statutory notice process for the potential sale of Beverly Park and to prepare the attached Resolution which would designate these parcels as parks and parks facilities. Beverly Park will remain on the list of designated facilities until such time as the property would change ownership.

The Resolution included in the packet outlines the specific parks and parks facilities to be covered by Section 230, Article II as follows: Andersen Park, Mohawk Park, Broadmoor Park, Mission Family Aquatic Center, Beverly Park, Pearl Harbor Park, Birch

Related Statute/City Ordinance:	Section 230, Article II – Mission Municipal Code K.S.A. 12-1301
Line Item Code/Description:	NA
Available Budget:	NA

City of Mission	Item Number:	7a.
ACTION ITEM SUMMARY	Date:	February 21, 2024
ADMINISTRATION	From:	Laura Smith

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

Park, Streamway Park, Johnson Drive Park (market site), Powell Community Center, Legacy Park, Rock Creek Trail, Waterworks Park and Rock Creek Corridor Park to include the following parcels (5915 Woodson, 5908 Outlook, 5916 Outlook, 5922 Outlook, 5924 Outlook, 5907 Outlook, KP27500000 0162, and KP27500000 0163).

CFAA CONSIDERATIONS/IMPACTS: Designating and programming parks and park facilities which respect the needs and interests of diverse populations is an important goal of supporting the CFAA objectives.

Related Statute/City Ordinance:	Section 230, Article II – Mission Municipal Code K.S.A. 12-1301
Line Item Code/Description:	NA
Available Budget:	NA

**CITY OF MISSION
RESOLUTION NO. _____**

A RESOLUTION ESTABLISHING PARKS AND PARK FACILITIES FOR THE CITY OF MISSION, KANSAS.

WHEREAS, the City of Mission maintains parks and park facilities to meet the recreational and community needs of both residents and visitors; and,

WHEREAS, Section 230, Article III of the Mission Municipal Code outlines a number of rules and regulations which are to be enforced in Mission’s parks and park facilities; and,

WHEREAS, designating the parks and park facilities to be covered by the various rules and regulations allows for clearer and more specific communication; and,

WHEREAS, designation of property as a park or park facility provides that the requirements of K.S.A. 12-1301 will be applied to the trade, exchange, or sale of a public park;

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

Section 1. The following are designated as parks and park facilities in the City of Mission, Kansas: Andersen Park, Mohawk Park, Broadmoor Park, Mission Family Aquatic Center, Beverly Park, Pearl Harbor Park, Birch Park, Streamway Park, Johnson Drive Park (market site), Powell Community Center, Legacy Park, Rock Creek Trail, Waterworks Park and Rock Creek Corridor Park to include the following parcels (5915 Woodson, 5908 Outlook, 5916 Outlook, 5922 Outlook, 5924 Outlook, 5907 Outlook, KP27500000 0162, and KP27500000 0163).

Section 2. As parks or park facilities are added to the system, this list may be updated or modified from time to time.

THIS RESOLUTION IS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION, this 21st day of February 2024.

THIS RESOLUTION IS APPROVED BY THE MAYOR this 21st day of February 2024.

Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

5727 Johnson Dr

.08 ac

.25 ac

.42 ac

.19 ac

.18 ac

.23 ac

Woodson St

Outlook St

Reeds Rd



City of Mission	Item Number:	7b.
ACTION ITEM SUMMARY	Date:	February 21, 2024
Parks + Recreation	From:	Laura Smith

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

RE: Resolution of Intent – Mission Beverly Project (Milhaus, LLC)

RECOMMENDATION: Approve the Resolution of Intent determining and declaring the intent of the City of Mission, Kansas issue Industrial Revenue Bonds in the amount not to exceed \$77,222,282 to finance the costs of acquiring, constructing, improving and equipping a commercial multifamily facility for the benefit of Mission & Beverly, LLC and its successors and assigns.

DETAILS: Milhaus, has formally applied for consideration of both sales and property tax abatement in connection with the Mission & Beverly, LLC proposed 261-unit multi-family project with structured and surface parking located generally at 5935 Beverly Avenue.

Under Kansas law, various economic development incentives are available to assist cities in achieving their economic development goals. In the Economic Development Revenue Bonds Act of 1961 (the “Act”), codified as amended at K.S.A. 12-1740 *et seq.*, the Kansas Legislature created industrial revenue bonds (IRBs) as an economic development tool for cities to stimulate economic prosperity and to promote economic stability, by providing greater employment opportunities and diversification of industry. Cities may consider and issue IRBs when a proposed project furthers the economic goals and objectives of the City. The statutes provide for the use of IRBs to grant a property tax exemption and/or to grant a sales tax exemption on the purchase of materials and taxable labor.

Following discussion at a January 17, 2024 Work Session, a final staff recommendation was presented to the Finance & Administration Commission on February 7, 2024 advising for a public hearing for February 21, 2024 for Council to take comment and consider granting a 75% property tax abatement as follows:

Baseline – Meets Policy Criteria	45%
Capital Investment Adjustment	15%
Target Area Adjustment	10%
Attainable Housing Adjustment	0%

Related Statute/City Ordinance:	K.S.A. 12-1740 to K.S.A. 12-1749d, inclusive
Line Item Code/Description:	N/A
Available Budget:	N/A

City of Mission	Item Number:	7b.
ACTION ITEM SUMMARY	Date:	February 21, 2024
Parks + Recreation	From:	Laura Smith

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

Environmental Design Adjustment	2.5%
Community Benefit	2.5%
Total Abatement Percentage	75.0%

The detailed memorandum, cost benefit analysis report and other materials outlining the potential financial benefits of the project to the City and other taxing jurisdictions which was presented at the Committee meeting is included in the Council meeting agenda packet. During the meeting, Councilmember Thomas inquired about what made up the indirect costs outlined in the Cost Benefit Analysis report. Ms. Smith reached out to the individual preparing the report and received the following explanation:

“Your City budget is used to determine all of the costs of the government, except for utilities, which are figured separately. Intergovernmental costs and transfers between accounts are removed, and what remains can generally be described as the cost of providing your government services. This number is then divided by the number of residents, to provide a cost per resident of delivering services to the public. In Mission’s case, this was estimated at \$1,211/resident. Next the number of new residents the project will/could bring is considered (435 in this project). The methodology suggests that it would take approximately 3 residents to incur the full amount, so a marginal cost percentage of 30% is applied. The indirect costs are calculated as follows: 30% x \$1,211 x 435.

Notice of the public hearing was published in The Legal Record on February 13, and the required public hearing on the IRB application will be conducted at the outset of the February 21, 2024 meeting. Following the public hearing, the Governing Body, will be asked to consider a Resolution of Intent authorizing the issuance of the bonds and execution of the Performance Agreement which governs the responsibilities and commitments of both the City and the Developer. Both of these documents have been included in the packet.

Upon adoption of the Resolution, the City will request a sales tax exemption certificate for the project from the Department of Revenue. The remaining procedural steps detailed in the February 7, 2024 memorandum will occur following construction of the project to satisfy the requirements outlined in the IRB statutes.

Related Statute/City Ordinance:	K.S.A. 12-1740 to K.S.A. 12-1749d, inclusive
Line Item Code/Description:	N/A
Available Budget:	N/A

City of Mission	Item Number:	7b.
ACTION ITEM SUMMARY	Date:	February 21, 2024
Parks + Recreation	From:	Laura Smith

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

Based on the discussion at the Finance & Administration Committee meeting a second Resolution is being presented on the agenda to formally establish several City-owned parcels adjacent to the Rock Creek Trail between Woodson and Outlook as Parks and Park Facilities. This action is recommended to clearly demonstrate the Council's commitment to preserving and increasing greenspace in the City since the project as proposed would result of the sale of Beverly Park to the developer.

The developer will be present to answer questions as will Kevin Wempe of Gilmore & Bell. Mr. Kimmel will join the meeting virtually.

CFAA IMPACTS/CONSIDERATIONS: Access to quality housing for individuals of all ages, abilities and income levels is an important pillar of the Community for All Ages initiative. The Mission & Beverly, LLC proposed redevelopment project currently seeking consideration of a property tax abatement will provide additional housing options for residents of Mission, contribute to the goals of increased density throughout the community, and address the removal of several blighted or aging properties.

Related Statute/City Ordinance:	K.S.A. 12-1740 to K.S.A. 12-1749d, inclusive
Line Item Code/Description:	N/A
Available Budget:	N/A

RESOLUTION NO. _____

RESOLUTION DETERMINING THE INTENT OF THE CITY OF MISSION, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT OF NOT TO EXCEED \$77,222,282 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING A COMMERCIAL MULTIFAMILY FACILITY FOR THE BENEFIT OF MISSION & BEVERLY, LLC AND ITS SUCCESSORS AND ASSIGNS

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

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

WHEREAS, Mission & Beverly, LLC, a Delaware limited liability company (including any successors or assigns, the “Company”), has submitted to the City an Application for the Issuance of Industrial Revenue Bonds (the “Application”) requesting that the City finance the cost of acquiring, constructing and equipping a Class A commercial multifamily facility and structured and surface parking located generally at 5935 Beverly Avenue in the City, as more fully described in the Application (the “Project”) through the issuance of its industrial revenue bonds in the principal amount not to exceed \$77,222,282 (the “Bonds”), and to lease the Project to the Company and its successors or assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of the Bonds under the Act in a principal amount of the Bonds not to exceed \$77,222,282, the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company; and

WHEREAS, to set forth certain terms of the Project and the proposed property tax abatement, the City desires to approve the Performance Agreement between the City and Company (the “Performance Agreement”) and authorize the Mayor’s execution thereof.

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

Section 1. Approval of Project. The governing body of the City hereby finds and determines that the acquiring, constructing, improving and equipping of the Project will promote the general welfare and economic prosperity of the City, and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be generally located at 5935 Beverly Avenue, in the corporate boundaries of the City, as further described in the Application.

Section 2. Intent to Issue Bonds. The governing body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of the Bonds of the City in the principal amount not to exceed \$77,222,282 to be issued pursuant to the Act.

Section 3. Ad Valorem Tax Abatement. In consideration of the Company’s decision to acquire, construct and equip the Project, the City hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and taxes that may not be abated by the City under Kansas law) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the Bonds.

In consideration of the City’s agreement to request such 100% abatement, the Company will agree to make payments in lieu of tax as follows:

<u>Year</u> ¹	<u>Approximate Percentage of Payments in Lieu</u> ²
1	25%
2	25%
3	25%
4	25%
5	25%
6	25%
7	25%
8	25%
9	25%
10	25%

¹Year refers to the first full calendar year following the issuance of the bonds.

²Excludes school district capital outlay levy that may not be abated under Kansas law.

provided, however, any agreed upon valuation for determining the amount of such payment in lieu of tax and any property for which the City shall determine the payment in lieu of tax shall be in excess of that shown above, shall be set forth in the Performance Agreement executed by the City and the Company. The Project shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year the bonds are issued. The foregoing percentages are subject to adjustment in accordance with the Performance Agreement.

Section 4. Performance Agreement. The Mayor is authorized and directed to execute and deliver the Performance Agreement between the City and the Company on behalf of, and as the act and deed of the City, in substantially the same form as presented to the governing body on this date with such corrections or amendments thereto as the Mayor, upon recommendation of the City Attorney, may approve.

Section 5. Provision for the Bonds. Subject to the conditions of this Resolution, the City expresses its intent to (i) issue the Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 6. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals;

(ii) agreement by the City, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the City's policy relating to the issuance of industrial revenue bonds and ad valorem tax abatement; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

Section 7. Sale of the Bonds. The sale of the Bonds shall be the sole responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be reasonably acceptable to the City.

Section 8. Limited Obligations of the City. The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the trust estate to the bond trustee for the Bonds and in favor of the owners of the Bonds, all as provided in the Bond Indenture. The Bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 9. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 10. No Reliance on Resolution. Kansas law provides that the City may only issue the Bonds by passage of an Ordinance and compliance with other state law requirements. The City has not yet passed an Ordinance for the Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be passed or that the Project will be approved.

Section 11. Termination of Resolution. This Resolution shall terminate simultaneously with the Performance Agreement in accordance with the terms set forth therein. The City, upon the written request of the Company, may extend this time period.

Section 12. Benefit of Resolution. This Resolution will inure to the benefit of the City and the Company. The City may, at the prior written request of the Company or as otherwise provided in the Performance Agreement, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 13. Further Action. Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 14. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the City.

[Remainder of page intentionally blank.]

ADOPTED this 21st day of February, 2024.

CITY OF MISSION, KANSAS

[SEAL]

By: _____
Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

Resolution of Intent
Mission & Beverly, LLC IRB

PERFORMANCE AGREEMENT

Dated as of February 21, 2024

BETWEEN THE

CITY OF MISSION, KANSAS

AND

MISSION & BEVERLY, LLC

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of February 21, 2024 (the “**Agreement**”), between the **CITY OF MISSION, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**” or “**City**”), and **MISSION & BEVERLY, LLC**, a Delaware limited liability company (together with any successors or assigns, the “**Company**”);

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

WHEREAS, pursuant to such authorization, the governing body of the Issuer has adopted a Resolution indicating the Issuer’s intent to issue its special obligation taxable industrial revenue bonds without pledging the credit of the City in a principal amount not to exceed \$77,222,282 (the “**Bonds**”), for the purpose of acquiring, constructing, furnishing, and equipping an approximately 250,000 square foot, three and four story, approximately 261-unit Class A multifamily housing project with structured and surface parking to be located at 5935 Beverly Avenue, Mission, Kansas, including land, buildings, structures, improvements and fixtures, all as generally depicted in **Exhibit A** hereto (the “**Project**”), which is more fully described in the Application for Issuance of Industrial Revenue Bonds submitted to the Issuer by the Company and attached hereto as **Exhibit B**, and authorizing the Issuer to enter into this Agreement;

WHEREAS, the Issuer is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the “**Abatement Statute**”) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and this Agreement; and

WHEREAS, pursuant to the foregoing, the Issuer desires to enter into this Agreement with the Company in consideration of the Company’s desire to acquire, construct, improve, install, furnish and equip the Project as more fully described in the hereinafter defined Application upon the terms and conditions hereinafter set forth and in the Project Lease to be entered into between the Issuer and the Company relating to the Project (the “**Project Lease**”).

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. The following words and terms as used herein shall have the following meanings:

“**Abatement Statute**” means K.S.A. 79-201a, as amended.

“**Ad valorem taxes**” or “**ad valorem taxation**” means all property taxes imposed on real or personal property (including fixtures) and eligible for exemption pursuant to the Abatement Statute.

“**Agreement**” means this Performance Agreement dated as of February 21, 2024 between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“**Applicable Percentage**” means 25%, unless such percentage is adjusted pursuant to **Section 2.4** and/or due to default, and in such event(s), the adjusted percentage.

“**Application**” means the Application for Issuance of Industrial Revenue Bonds filed with the Issuer by the Company in connection with the request for the issuance of the Bonds, a copy of which is attached hereto as **Exhibit B**.

“**Board of Tax Appeals**” means the State of Kansas Board of Tax Appeals.

“**Bond Financed Portion of the Project**” means that portion of the Project financed from the proceeds of the Bonds as evidenced by the requisitions submitted by the Company to the bond trustee in accordance with **Section 2.8** hereof.

“**Bonds**” means the Issuer’s taxable industrial revenue bonds issued to finance the Project in a maximum aggregate principal amount not to exceed \$77,222,282.

“**Company**” means **MISSION & BEVERLY, LLC**, a Delaware limited liability company, and its successors and assigns.

“**Credit**” means an adjustment of the percentage of the tax abatement as contemplated in the Policy and as set forth in this Agreement; the Credits for the Project are set forth on **Exhibit F**.

“**Event of Default**” means any Event of Default as described in **Section 5.1** hereof.

“**Exempt Period**” means, subject to the terms hereof, the ten (10) calendar years following the issuance of the Bonds.

“**Exempt Property**” means all Property that is exempt from taxation pursuant to K.S.A. 79-201(a) *Second* or *Twenty-Fourth* by reason that such property was constructed or purchased with the proceeds of the Bonds authorized by and in accordance with the Abatement Statute.

“**Force Majeure**” means acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate government authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, war, terrorism, pandemic or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement.

“**Force Majeure Delay**” means any interruption or delay in the progress of the construction of the Project which is the result of Force Majeure.

“**Future Facility Additions**” means any additions, improvements or renovations to or equipping of the Bond Financed Portion of the Project. As used herein, “**Future Facility Additions**” shall never include any future additions, improvements or renovations to or equipping of the Project that are exempt from ad valorem taxes.

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

“**Policy**” means the City Council Policy No. 131 relating to the granting of tax abatements.

“**Property**” means all real and personal property subject to taxation pursuant to K.S.A. 79-101.

“**Project**” has the meaning set forth in the recitals hereof.

“**Project Costs**” means all costs and expenses of every nature paid from proceeds of the Bonds and relating to the acquisition, construction, improvement, installation, furnishing and equipping of the Project.

“**Project Site**” means all of the real property described in **Exhibit C** attached hereto and by this reference made a part hereof.

“**Related Entity**” means any entity in which the ownership, membership, or management of such entity is controlled by Company or the majority owners or members of Company. For purposes hereof, “control” shall mean the power to direct or cause the direction of the management or policies of such entity. By way of example, an entity that is managed by Company or its direct or indirect owners is a Related Entity, even if Company or its direct or indirect owners do not own a majority of the equity interest of such entity.

“**Targeted Amount of Project Costs**” means Project Costs in an amount equal to or greater than \$61,777,826, which is eighty percent (80%) of the estimated Project Costs.

“**Tax Payment**” means a payment-in-lieu of taxes in an amount equal to the amount set forth in **Section 2.3** hereof.

“**Test Date**” means March 1, 2028.

ARTICLE II

EXEMPTION; PAYMENTS IN LIEU OF TAX

Section 2.1. Exempt Property. During the Exempt Period, and so long as the Bonds are outstanding and the Company remains in full compliance with this Agreement, the Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain Exempt Property.

Section 2.2 Agreement to Make Tax Payments. The Company covenants and agrees that, for each calendar year during the Exempt Period that the Bond Financed Portion of the Project is Exempt Property, the Company will make a Tax Payment in lieu of ad valorem taxes (other than special assessments levied on account of special benefits and the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto) to the Issuer or, if the Issuer shall direct, to the County Treasurer.

Section 2.3. Amount of Tax Payment. Each “Tax Payment” shall be equal to the product of the Applicable Percentage multiplied by the amount of the ad valorem taxes which would otherwise be due with respect to the Exempt Property if such Exempt Property was not exempt from ad valorem taxes. For each such calendar year during the Exempt Period, 50% of the Tax Payment with respect to such calendar year shall be due and payable on or before the date that the first installment of ad valorem taxes for real property are due (and in any event, not later than December 20th), and the balance of such Tax Payment with respect to such calendar year shall be due and payable on or before the date that the second installment of ad valorem taxes for real property are due (and in any event, not later than May 10th of the immediately succeeding calendar year).

The basis for the Applicable Percentage and Credits received is set forth on **Exhibit F**. Compliance with and performance of each of the Credits qualifying the Project to reach the Applicable Percentage shall be required during the Term. Failure to comply with the requirements of any Credit (after any applicable notice and cure period) shall be an Event of Default.

Section 2.4. Adjustment of Applicable Percentage. The Issuer and the Company agree that the percentage of tax abatement as set forth in the definition of Applicable Percentage assumes the Company will acquire, construct, equip and maintain the Project and incur Project Costs in an amount not less than the Targeted Amount of Project Costs prior to the Test Date. In the event the Company shall fail to spend the Targeted Amount of Project Costs prior to the Test Date, the Applicable Percentage shall be increased (never reduced) and the new “Applicable Percentage” shall be defined as the product of (i) the Targeted Amount of Project Costs divided by the actual amount of Project Costs, multiplied by (ii) 25%. The revised definition of Applicable Percentage shall be effective for the calculation of the Tax Payment that is attributable to the calendar year immediately following the Test Date and for each calendar year thereafter.

Section 2.5. Term of Agreement. This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article V** hereof), shall terminate upon the later of (i) the expiration of the Exempt Period or (ii) the date of the final Tax Payment (“Term”).

Section 2.6. No Abatement of Special Assessments or Capital Outlay Levy. The Issuer and the Company hereby agree that the Abatement Statute and any tax abatement with respect to the Project shall not apply to special assessments. In the event special assessments are ever abated, the Company hereby agrees that 100% of the amount of such abated special assessments shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to **Section 2.2** hereof. Further, the unified school district's capital outlay levy provided in K.S.A. 72-53,113 that is levied against the Project, if any, will not abate and will continue to be the obligation of the Company, payable in the manner provided by law.

Section 2.7. Obligation of Issuer to Effect Tax Abatement. The Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be Exempt Property during the Exempt Period and agrees to make all filings required by the Johnson County Board of Commissioners or the Board of Tax Appeals; provided, however, the Issuer shall not be liable for any failure of the Board of Tax Appeals to effect the exemption permitted by the Abatement Statute. The Issuer covenants that it will not knowingly take any action that the Issuer has knowledge may cause the Bond Financed Portion of the Project to no longer be Exempt Property. In the event the Bond Financed Portion of the Project is determined to no longer be Exempt Property, the Issuer shall, at the Company’s request, cooperate with the Company in all reasonable ways to cause the Bond Financed Portion of the Project to be Exempt Property, including cooperating with the Company in any related litigation. The Company agrees to pay to the Issuer the costs that the Issuer incurs (including legal fees and expenses) in cooperating with the Company in the manner required by this Section.

In the event any part of the Bond Financed Portion of the Project is determined to no longer be Exempt Property, such property shall no longer be subject to the Project Lease contemplated herein.

Section 2.8. Compliance. Beginning on the January 15th following the issuance of the Bonds and continuing on each January 15th thereafter until the Project is completed, and at any other time upon the request of the Issuer during the Exempt Period, the Company shall provide the Issuer with (i) copies of the requisitions submitted by the Company to the bond trustee in accordance with the Project Lease for the preceding calendar year, (ii) a list containing a brief description and the amount of all costs of the Bond Financed Portion of the Project, and (iii) the total costs of the Project, all in such reasonable detail as the Issuer shall request.

Section 2.9. Value of the Project Not Determined by Bonds. The Issuer and the Company acknowledge that it is not the intent of the parties that the principal amount of the Bonds be used for the purpose of determining the appraised value of the Project or any portion thereof for tax purposes.

Section 2.10. Company's Right to Protest. Nothing in this Agreement shall be construed to limit or in any way restrict the ability of the Company to utilize any provision of Kansas law to appeal, protest or otherwise contest any property tax valuation, assessment or similar action with respect to the Project Site or any portion thereof.

Section 2.11. Credits for Tax Payments; No Duplicate Tax Liability. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive as a credit against its obligations to pay the Issuer Tax Payments, the amount of any ad valorem taxes (other than special assessments and property taxes that the Issuer may not abate under Kansas law, including but not limited to the unified school district's capital outlay levy provided in K.S.A. 72-53,113) paid by the Company to the County to the extent that the amounts paid to the County include any taxes due with respect to the Exempt Property.

Section 2.12. No Abatement on Appraised Value of Future Facility Additions. In the event any Future Facility Additions are determined to be Exempt Property as a result of the issuance of the Bonds, this Agreement or for any other reason, so long as this Agreement remains in effect, the Company hereby agrees that 100% of the amount of such abated ad valorem taxes attributable to the Future Facility Additions shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to **Section 2.2** hereof. This provision shall not be construed as restricting the Company from applying to the Issuer or to any other governmental entity for any future tax abatement in connection with the Future Facility Additions.

Section 2.13. Tax Abatement Order; Adjustment of Applicable Percentage. The Issuer and the Company acknowledge that, prior to the Bond Financed Portion of the Project being determined to be Exempt Property, an order from the Board of Tax Appeals must be obtained approving tax abatement on the Bond Financed Portion of the Project for the Exempt Period. In the event the Board of Tax Appeals issues an order stating that less than 100% of the Bond Financed Portion of the Project is Exempt Property, the parties agree that the Applicable Percentage shall be decreased by an amount necessary to result in the sum of the new Tax Payment plus the payment of ad valorem taxes by the Company with respect to the Bond Financed Portion of the Project is equal to the original Tax Payment. In the event the Board of Tax Appeals issues an order stating that none of the Bond Financed Portion of the Project is Exempt Property, then the Applicable Percentage shall be reduced to 0%.

Notwithstanding the foregoing, if (i) the Bond Financed Portion of the Project is not determined to be Exempt Property, or (ii) the Board of Tax Appeals issues an order that less than 100% of the Bond Financed

Portion of the Project is Exempt Property, and such determination or order is a result of the Company's failure to comply with the terms and provisions of this Agreement (after any applicable notice and cure period), the Issuer shall be under no obligation to decrease the Applicable Percentage as provided in this Section. Furthermore, notwithstanding anything to the contrary in this Agreement, in no event shall the Applicable Percentage be reduced below 0% and in no event shall the Issuer be under any obligation to make any payment to the Company as a result of the Board of Tax Appeals determining that less than 100% of the Bond Financed Portion of the Project is Exempt Property Notwithstanding any provisions herein to the contrary, in no event shall the Company be liable for the payment of any amounts, including the Tax Payments, which are in the aggregate greater than the amount of ad valorem taxes on the Project in the event there is no abatement of the same.

Section 2.14. Construction Schedule. Subject only to Force Majeure, the Company shall commence and substantially complete construction of the Project in accordance with the schedule set forth on **Exhibit D**. "Substantially complete," for purposes of this Section, shall mean that the entirety of the Project can be occupied or utilized for its intended purpose, as evidenced by receipt by the Company of at least a temporary certificate of occupancy. Final completion shall take place on or before the date as set forth on **Exhibit D**. Failure of the Company to actually commence, substantially complete construction of the Project or finally complete construction of the Project in accordance with the schedule set forth on **Exhibit D** (after any applicable notice and cure period) shall constitute an Event of Default under this Agreement. Furthermore, notwithstanding anything to the contrary contained herein, the schedule for the commencement and completion of construction activities described on **Exhibit D** shall be automatically extended by the number of days of Force Majeure Delay; provided, however, the Company shall provide the Issuer with written notice of the commencement of any such Force Majeure Delay within ten (10) days after the commencement of the event causing such Force Majeure Delay.

Section 2.15. Determination of Appraised Value and Assessments. The Company acknowledges that the county appraiser independently determines the appraised value of Property. The Company further acknowledges that the Issuer does not have input in or in any way control the determination of the appraised value of Property or the assessment of Property, and that the Issuer cannot and is not attempting to bind the county appraiser or any other governmental authority with respect to a determination of the appraised value of the Bond Financed Portion of the Project.

ARTICLE III

COVENANTS OF THE COMPANY

Section 3.1. Inspection. The Company agrees that the Issuer and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, including, but not limited to, inspections necessary to confirm compliance with **Sections 3.2, 3.3, and 3.4**.

Section 3.2. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

Section 3.3. Construction; Continuous Operation. The Project will be constructed, equipped and operated in a manner that is consistent with the description of the Project herein. Thereafter, the

Company will operate the Project at a standard commensurate with similar Class A multifamily housing projects in the Kansas City metropolitan area.

In the event the Project is constructed or operated in a manner that the Issuer determines, in its reasonable discretion, is materially inconsistent with the description of the Project herein, the Issuer reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

Section 3.4. Maintenance. The Company will adequately maintain (or cause to be maintained) the Project and all structures, buildings, appurtenances, screening fences, parking areas and drives, pylon and entry signs, landscaping and other improvements of whatever nature thereon in good repair and working order and in a safe condition and repair consistent with similar Class A multifamily housing projects in the Kansas City metropolitan area, including, but not limited to, the implementation of the maintenance procedures set in **Exhibit E**.

Section 3.5. Parkland and Purchase Price. The City currently owns approximately 0.43 acres located at 5935 Beverly Avenue, commonly known as “Beverly Park.” No later than the date set forth in **Exhibit D** hereof, the Company will pay to the City \$500,000 (the “**Purchase Price**”) (which the City intends to earmark for the acquisition or improvement of parks and recreation facilities within the City) in exchange for the City’s transfer of the Beverly Park property to the Company pursuant to a quit claim deed in a form reasonably satisfactory to the Issuer. In the event the Company pays the Purchase Price in exchange for such property and fails to commence construction of the Project in accordance with the schedule set forth in **Exhibit D** hereof, the City shall have the option to repurchase the Beverly Park property for the Purchase Price for a period of one hundred and twenty (120) days from the date of such failure. The parties acknowledge that the transfer of the park property to the Company is subject to any applicable notice and protest period provided under Kansas law.

Section 3.6 Sustainability Requirements. Company shall cause the Project to obtain at least a “One Globe” certification issued by the Green Building Initiative (“**GBI**”) Green Globe rating system, or if such certification or rating system shall be discontinued, a reasonably equivalent certification reasonably proposed by Company and reasonably approved by the City Council. Company shall cause such Project components to maintain throughout the Term at least a One Globe certification for operations and management of the Project, or if such certification or rating system shall be discontinued, then an equivalent certification reasonably proposed by Company and reasonably approved by City Council. Said initial certification shall be obtained within twelve (12) months of final completion of the Project, and the Company shall annually certify to and provide evidence of the continued operation and management of the Project in accordance with such standards to the City no later than February 1 each year of the Exempt Period in substantially the form of **Exhibit G** hereto. Proof of One Globe certification shall be provided to City upon receipt by Company. The minimum items for certification are set forth on the Green Globes worksheet, attached as **Exhibit H**.

Section 3.7 Payment of Fees and Reimbursement or Payment of Costs.

(a) The Company agrees to pay to the Issuer the standard fees charged by the Issuer in connection with tax abatement projects and the issuance of industrial revenue bonds. These fees include, but are not limited to, an initial application fee (which Issuer agrees has been paid in full) and, a service fee that is due at the time of issuance of the Bonds and an annual administrative fee, if any, not to exceed \$1,000. The Company acknowledges receipt of a fee schedule from the Issuer and acknowledges that the fee schedule may be adjusted or amended by the Issuer at any time upon reasonable advance notice to the Company.

(b) The Company agrees to promptly reimburse the Issuer, upon receipt by the Company of an invoice from the Issuer, for any reasonable amounts that the Issuer pays to any other party as a result of the Issuer pursuing, obtaining or maintaining the tax abatement granted to the Company pursuant to this Agreement. These costs shall include, but shall not be limited to, all fees and expenses for filings with the Board of Tax Appeals (including the application fee and annual administration fee), legal notice publication expenses, and the costs and expenses of the Issuer's legal counsel and bond counsel. The Company agrees that the Issuer may, in lieu of seeking reimbursement from the Company, forward any invoice received by the Issuer to the Company, which invoice is for a cost which the Issuer could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the Issuer with evidence of such payment.

Section 3.8. Abatement of Property. The Abatement Statute provides that, with certain exceptions, any property constructed or purchased in part with the proceeds of revenue bonds issued under the authority of the Act is exempt from taxation for a period of up to ten years to the extent of the value of that portion of the property financed by the revenue bonds. The tax abatement commences in the year following the year in which the Bonds are issued.

Company understands that property will be exempt under the Abatement Statute only if such property is purchased with the proceeds of the Bonds. In order to be purchased with Bond proceeds, the trustee for the Bonds must receive a requisition request from the Company and must make a draw on the Bonds and use the money to either (a) pay, or (b) reimburse the Company for the payment of, the cost of the property, which the parties acknowledge may be documented via book entry.

The Abatement Statute also provides that if property purchased with proceeds of the Bonds is used in any retail enterprise identified under the NAICS sectors 44 and 45 ("**Prohibited NAICS**"), the property will not be exempt from taxation, unless the property is a facility used exclusively to house the headquarters or back office operations of a prohibited retail enterprise.

The Abatement Statute further provides that property purchased with bond proceeds is not exempt from taxation if the property is (i) a swine production facility (as described in K.S.A. 12-1749b), (ii) property located in a redevelopment project area established under the authority of K.S.A. 12-1770 or (iii) a poultry or rabbit confinement facility (as described in K.S.A. 17-5903).

Company hereby represents that the NAICS code for the Project is not included within the list of Prohibited NAICS and agrees that during the Term, the property purchased with the proceeds of the Bonds will not be used in any of the Prohibited NAICS. Company understands that if any property purchased with the proceeds of the Bonds is used in a Prohibited NAICS, that property will not be subject to property tax abatement under Kansas law.

Company represents that the Project is not, and will not become, a swine production facility, a poultry or rabbit confinement facility or inventory. Company represents that the Project is currently located in a redevelopment project area as defined in K.S.A. 12-1770 *et seq.*, and the Company and Issuer agree to cooperate in removal of the Project Site from such redevelopment project area on or before the issuance of the Bonds.

ARTICLE IV

ASSIGNMENT

Section 4.1. City Consent to Assignment. This Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by Company without City's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Company may, without the prior written consent of City, (i) assign or pledge its rights, duties and obligations under this Agreement, in whole or in part, to a Related Entity, provided that prior to such assignment Company furnishes City with the name of any such Related Entity, together with a certification from Company, and such other proof as City may reasonably request, that such assignee is a Related Entity of Company and continues to remain such during the Term; (ii) lease the Property or Project Site (or a portion thereof) in the ordinary course; (iii) assign all or a portion of this Agreement under the same terms as provided in the Project Lease; or (iv) grant a mortgage, leasehold mortgage, or other security on the Project to a lender in order to finance construction of the Project, including, but not limited to, collateral assignment as contemplated by **Section 4.2**. From and after the date of any assignment approved by City or authorized by this Agreement, the assignor shall be released from any further obligations under this Agreement, except those arising prior to the date of such assignment.

Section 4.2. Collateral Assignment. Company (or a Related Entity) will also have the right, without City's consent, to collaterally assign to any lender or financial institution as collateral all of Company's rights and obligations under this Agreement, and such lender or financial institution shall have the right to perform any term, covenant, condition or agreement and to remedy, in accordance with the terms of this Agreement, any default by Company under this Agreement, and City shall accept such performance by any such lender or financial institution with the same force and effect as if furnished by Company. No lender or financial institution shall be personally liable or obligated to perform the obligations of Company under the Agreement unless and until such lender or financial institution takes possession of the property as a mortgagee or by a receiver appointed at the request of mortgagee or becomes the owner of the fee estate under this Agreement by foreclosure, or deed in lieu of foreclosure or otherwise.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "**Event of Default**" hereunder:

- (a) the Company shall fail to perform any of its obligations hereunder;
- (b) the Company shall breach any covenant contained herein, or any representation of the Company contained herein or in the Application shall prove to be materially false or erroneous;
- (c) the Company fails to comply with the requirements of any Credit; or
- (d) the Company shall be in default under the Project Lease.

Section 5.2. Remedies on Default. Upon the occurrence of an Event of Default hereunder, the Company shall be given sixty (60) days (or such longer period as the Issuer and the Company may agree), following written notice by the Issuer to the Company of the occurrence of such Event of Default, to cure such Event of Default. If such Event of Default is not cured within such time, this Agreement may be

terminated by written notice to the Company from the Issuer. In the event the Event of Default is incapable of cure, notice thereof to Company shall terminate this Agreement. Such termination shall be effective immediately following delivery of such written notice. Upon the termination of this Agreement, the Company shall make a payment to the Issuer (or as the Issuer may otherwise direct) in an amount equal to the sum of (i) all due but unpaid Tax Payments attributed to prior calendar years, (ii) the pro rata total Tax Payments that would be due with respect to the current calendar year, (iii) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Bond Financed Portion of the Project was not Exempt Property, and (iv) the amount of any costs and attorneys' fees incurred by the Issuer as a result of such Event of Default and in enforcing this Agreement. Except with regard to the Environmental Design Credits under **Section 3.6**, compliance with which is mandatory, in the event of a failure to comply with the requirements of a Credit (as shown on **Exhibit F**), and as an alternative to terminating this Agreement, the Issuer may increase the amount of the Applicable Percentage equal to the percentage assigned to such Credit.

Section 5.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Notice and Waiver of Company. The Issuer reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the Issuer but are similar to the Project in amounts that are above or below the amounts set forth herein. The Company acknowledges and agrees that the Applicable Percentage, Tax Payment, the Exempt Period and the other terms of the tax abatement granted by the Issuer with respect to such other projects may be more favorable than the terms provided for in this Agreement. As a condition to the Issuer entering into this Agreement, the Company waives any claim it may have against the Issuer as a result of the Issuer granting tax abatement to other projects with terms that are more favorable than the terms provided for in this Agreement. Additionally, the Company agrees that it will not request that the Issuer modify this Agreement because the Issuer plans to grant or has granted tax abatement to another project or projects on terms that are more favorable than the terms provided for in this Agreement. Upon the occurrence of the Company's breach of its obligations set forth in this Section, following notice and opportunity to cure as set forth in Section 5.2 above, the Issuer shall have the right to immediately terminate this Agreement and the associated tax abatement and require that the Company pay to the Issuer the amounts specified in **clauses (i) through (iv) of Section 5.2**.

Section 6.2. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 6.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 6.4. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.5. Waiver. The Issuer and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the Issuer under the Project Lease. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 6.6. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer, the trustee, the Company or the owners of the Bonds if the same is given or filed in the manner and at the addresses specified in the Indenture to be entered into between the Issuer and the bond trustee.

Section 6.7. Further Assurances. The parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be reasonably necessary or reasonably required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

Section 6.8. Authority, etc. Each party to this Agreement represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this Agreement; (ii) that this Agreement has been duly authorized by all necessary action on the part of such party; (iii) that the execution and delivery and performance by each party of this Agreement will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; and (iv) that this Agreement constitutes the valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

Section 6.9. Electronic Storage and Transactions. The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6.10. Subordination of Mortgage. Issuer agrees that this Agreement shall be subject and subordinate to any ground lease, sale leaseback instrument, mortgage, deed of trust, deed to secure debt or other lien presently existing or hereafter created upon the Project, and to any amendments, modifications, renewals and extensions thereof, but Issuer agrees that any holder of a ground lease, sale-leaseback instrument, mortgage, deed of true, deed to secure debt, or other lien shall have the right at any time to subordinate such ground lease, sale-leaseback instrument, mortgage, deed of trust, deed to secure debt, or other lien to this Agreement. Issuer agrees upon demand and at the Company's expense to execute such further instruments subordinating this Agreement as the Company may request. This Agreement shall be subject to all easements, restrictions, and covenants and other matters of record presently existing or hereafter created upon the Property or Project Site.

Section 6.11. Estoppel Certificate. The Issuer agrees that it will, from time to time, upon request by the Company and at Company's expense for any reasonable related Issuer costs, execute and deliver to the Company or any parties designated by the Company, within ten (10) days follow such request, an estoppel certificate in a form mutually agreeable to the Parties certifying (i) this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), (ii) that there are no defaults hereunder, and (iii) such other matters as may be reasonably requested by the Company.

Section 6.12. Limitation on Liability. Issuer agrees to look solely to the Company's interest in the Property for recovery of any payment owed by the Company under this Agreement, it being agreed that neither the Company, nor its partners, directors, officers, members, managers, shareholders, or employees shall ever be personally liable for any such payment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

CITY OF MISSION, KANSAS

(SEAL)

Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

Address: 6090 Woodson
Mission, Kansas 66202
Attn: City Administrator

MISSION & BEVERLY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Address: 550 E. Washington St.
Indianapolis, IN 46204
Attn: Legal Services

EXHIBIT A
CONCEPTUAL RENDERINGS AND SITE PLAN

EXHIBIT B

APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS

EXHIBIT C
PROJECT SITE

[INSERT LEGAL]

EXHIBIT D

PROJECT SCHEDULE

<u>Event</u>	<u>Date</u>
Purchase Price received by City in exchange for Beverly Park property	April 1, 2025
Commencement of Construction	April 1, 2025
Substantial Completion of Construction	December 30, 2026
Final Completion of Construction	August 30, 2027

EXHIBIT E

MAINTENANCE STANDARDS

1. Company will act as property manager or engage a third-party property management company to oversee the management of the Project. Any third-party property manager will be a reputable property management company qualified to implement the maintenance obligations described herein in a diligent and timely manner.
2. All units, common spaces, recreation areas, and other facilities within the Project will be maintained in good repair and working order and in a safe condition consistent with similar multifamily housing projects in Johnson County, Kansas. Company shall allow 10% of the Units to be inspected annually as part of the City's annual inspection requirements.
3. Once installed, all landscaping will be maintained in a neat and adequate manner, including, without limitation, mowing, trimming of bushes and trees, replacement of dead bushes and trees, watering as needed, and other similar maintenance and upkeep.
4. All parking areas, curbs, and drives and access on the Project will be paved with an impervious surface equal to asphalt or concrete and maintained in repair and working order and in a safe condition consistent with similar multifamily housing projects in Johnson County, Kansas. Each parking space will be designated by striping painted on the paved surfaces and such striping will be reasonably maintained and repainted as needed.
5. All façade improvements on the Project will be maintained in a well-kept condition at all times, including repair and replacement as necessary in accordance with the repair and replacement provisions set forth below.
6. All lighting and pylon- and entry-signage on the Project will be maintained in a well-kept condition at all times, including repair and replacement of the same as necessary to keep the Project well-lit.
7. Company will make all repairs renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations at the Project; provided, however, that, with respect to replacements in particular, Company will exercise its reasonable judgment as to whether any given improvement(s) may be repaired in such manner as to so maintain, preserve and keep such improvement(s) in good repair and working order in a safe condition, and will only be required to replace such improvement(s) following the expiration of their useful life at such time as they can no longer be repaired, in Company's reasonable discretion, in such manner as to maintain, preserve and keep the same in good repair and working order in a safe condition.
8. Company shall observe and perform the terms of the Maintenance Agreement by and between Company and City dated _____, 2024.

EXHIBIT F

ABATEMENT CREDITS

Credit Category	Percentage Abatement
Base	45.0%
Project Investment Adjustment	15.0
Target Area Adjustment	10.0
Attainable Housing Adjustment	0.0
Environmental Design Adjustment	2.5
Community Benefit Adjustment	2.5
Total Abatement Percentage	75.0%
Applicable Percentage	25.0%

See City Council Policy No. 131 for requirements and qualifications of each Adjustment.

EXHIBIT G
FORM OF CERTIFICATION

_____, 20__

City of Mission, Kansas
Attn: City Administrator

Business Name: Mission & Beverly, LLC (the “Company”)

Contact Address: _____

Contact Name: _____

Contact Phone No.: _____

Contact email: _____

By signing below, the Company hereby certifies that it is in compliance with the Performance Agreement between the Company and the City of Mission, Kansas, dated as of February 21, 2024, and particularly **Section 3.6** thereof (Sustainability Requirements).

Attached hereto is [evidence of][a certificate relating to] meeting such requirements of **Section 3.6** of the Agreement.

MISSION & BEVERLY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT H
GREEN GLOBE WORKSHEET

A Tax Abatement Cost-Benefit Analysis of Milhaus Development for the City of Mission

Revised by
Municipal Consulting, LLC
1/26/2024

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(75% Abatement)

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Detailed Summary of Benefits and Costs	16

ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions.

DEFINITIONS USED:

Rate of Return: Incentives and tax abatements granted by taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be an acceptable investment in the project.

Net Present Value: This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents an acceptable investment opportunity.

Benefit - Cost Ratio: Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the tenants/employers, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

<u>Taxing Entity</u>	<u>Benefit to Cost Ratio</u>	<u>Average Return on Investment</u>
City of Mission	1.61	6%
Johnson County	2.55	15%
Shawnee Mission USD 512	4.72	37%
Johnson Co. Comm. Coll.	2.47	15%
County Parks & Recreation	2.12	11%
Johnson County Library	1.87	9%
Johnson Co. CFD #2	1.89	9%
RC Drainage Dist. #2	1.35	3%
State of Kansas	1.34	3%

Each taxing entity has a positive benefit-to-cost ratio in excess of the desired 1.3. This analysis assumes that the City of Mission would grant a property tax abatement of 75% for 10 years. The analysis assumes that the city, county and state sales taxes would remain at the existing levels. The projected salaries of the created jobs would be less than the county average salary and we have adjusted retail spending by the same ratio. We projected retail spending of the new apartment tenants at the county average wage.

If there are questions about this report my contact information can be found below.

Steve Robb

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COST-BENEFIT ANALYSIS PROJECT SUMMARY		
PROJECT NAME:	Milhaus Development	(75% Model)
DATE:	1/26/2024	
GOVERNMENTAL ENTITIES INVOLVED:		
CITY:	City of Mission	
COUNTY:	Johnson County	
SCHOOL DISTRICT:	Shawnee Mission USD 512	
SPECIAL TAXING DISTRICT #1	Johnson Co. Comm. Coll.	
SPECIAL TAXING DISTRICT #2	Johnson County Parks	
SPECIAL TAXING DISTRICT #3	Johnson County Library	
SPECIAL TAXING DISTRICT #4	Johnson Co. CFD #2	
SPECIAL TAXING DISTRICT #5	RC Drainage Dist. #2	
STATE:	State of Kansas	
INFLATION RATE:	2.00%	DISCOUNT RATE 7.50%

EXECUTIVE SUMMARY

This project consists of construction of a 261 unit multifamily development. The facility will be four levels, slab on grade-wood frame wrapping a precast parking garage on the property north of Martway. The project will include approximately 3,000 square feet of retail space. The economic impact of the project on the community will be principally from the new residents that will occupy the apartments. The project includes 39 studio units, 140 one-bedroom, 72 two-bedroom and 10 three-bedroom units, for a total of 353 beds. For the purpose of this report, we assume the project will be 50% leased in the first year of operation, 75% leased in the second year and 95% leased in subsequent years, which is a conservative estimate for this community.

CITY BENEFITS:		CITY COSTS:	
Sales & Guest Taxes	\$383,051	Incentives (Sales tax exemption)	\$47,385
New Property Taxes	\$851,906	Cost of City Services	\$1,416,992
Utilities & Franchise Fees	\$205,081	Property Taxes Abated	\$638,929
Other City Revenues	\$1,952,263		
Total Benefits	\$3,392,301	Total Costs	\$2,103,306
BENEFIT TO COST RATIO:			1.61

Milhaus Development

Community Data Inputs:	City of Mission	Johnson County	USD 512	Comm. Coll.	County Parks	County Library	County CFD#2	RC Drain. Dist #2	State
Mill Levy	18.497	17.526	50.822	8.131	3.022	3.812	10.0070	7.677	1.500
Sales Tax	1.750%	1.475%	n/a	n/a	n/a	n/a	n/a	n/a	6.50%
Transient Guest Tax	9.00%	0.00%	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Utility Revenue/HsHld	\$0.00	\$156.83	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$143.49	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$500.81	\$342.15	n/a	\$210.71	\$43.36	\$52.74	\$119.40	\$120.59	\$2,462
Marg. Cost/Res./Student	\$363.50	\$167.65	\$1,463.40	\$60.49	\$13.00	\$14.79	\$34.62	\$36.10	\$943
Other Revenues/Worker	\$385.71	\$263.52	n/a	\$162.28	\$33.40	\$40.62	\$91.96	\$92.88	\$2,086
Marginal Cost/New Worker	\$279.95	\$129.11	n/a	\$46.59	\$10.02	\$11.39	\$26.66	\$27.80	\$799
State Funding/Pupil	n/a	n/a	\$8,181.06	n/a	n/a	n/a	n/a	n/a	\$10,800
Federal Funding/Pupil	n/a	n/a	\$6,452.96	n/a	n/a	n/a	n/a	n/a	\$2,114
Visitor Daily Spending	\$75.00	\$75.00		Total Mill Levy					\$75
Average Hotel Room Rate	\$105	\$105		120.994					n/a
Retail Pull Factor	1.29	1.25							n/a
Percent of County Share	2.00%	100.00%							n/a
Ann. Local Per Capita Sales/Use Tax	\$82	\$348							n/a
Ann. State Per Capita Sales/Use Tax	\$1,758	\$1,402							\$1,779
Annual Per Capita Retail Sales	\$20,963	\$17,255							\$27,367
Average Household Size	2.96	2.57							2.49
Avg. Wage-All Occupations	\$56,808	\$56,808							\$52,850

Milhaus Development

Firm Data Inputs:		Phase 1 Investment	Est. Appraised Value	Phase 2 Investment	Est. Appraised Value	Year 5	Year 6	Year 7	Year 8	Year 9	Total Project Investment	Total Appraised Value	
Investment in Land		\$2,910,000	\$2,910,000								\$2,910,000	\$2,910,000	
Investment in Building & Improvements		\$59,137,742	\$47,310,194	\$0	\$0						\$59,137,742	\$47,310,194	
Investment in Furniture, Fixtures & Equip.		\$465,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$465,000	\$465,000	
Soft Costs (Design, legal, bonding, contingencies)		\$12,566,185	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,566,185	\$12,566,185	
Total Project Investment		\$75,078,927	Amount of IRB:	Up to:	\$76,000,000							\$75,078,927	
Value of City Sales Tax Exemption		\$47,385	Value of County Sales Tax Exemption		\$319,508	Value of State sales tax exemption		\$1,587,026			\$0	\$1,953,919	
	Growth Rate	Construction Period	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Sales(Subject to sales tax)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchases (Subject to sales tax)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net City Util. Revenue	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City Franchise Fees	2.00%	\$0	\$0	\$954	\$14,831	\$21,302	\$26,603	\$27,146	\$27,701	\$28,266	\$28,844	\$29,433	\$205,081
New Employee Households		0	0	0	8	0	0	0	0	0	0	0	8
New Tenant Households		0	0	0	131	65	52	0	0	0	0	0	248
Households new to the city	60%	0	0	0	83	39	31	0.0	0.0	0.0	0.0	0.0	154.0
Households new to the county	80%	0	0	0	111	52	42	0.0	0.0	0.0	0.0	0.0	205.0
Households new to the state	10.0%	0	0	0	14	7	5	0.0	0.0	0.0	0.0	0.0	25.6
New students in K-12		0	0	0	37	19	15	0.0	0.0	0.0	0.0	0.0	70.3
Students new to the state	10.0%	0	0.0	0.0	3.7	1.9	1.5	0.0	0.0	0.0	0.0	0.0	7.0
New employee average salary	2.00%	\$0	\$0	\$46,775	\$47,711	\$48,665	\$49,638	\$50,631	\$51,643	\$52,676	\$53,730	N/A	
Tax Abatement-Land		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	N/A
Tax Abatement-Bldg.		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	N/A
Visitors	0.0%	0	0	0	0	0	0	0	0	0	0	0	0
			City	County	State								
Percentage of sales taxable in the			0%	0%	0%								
Percentage of purchases taxable in the			0%	0%	0%								
Assumed Inflation Rate			2.00%										

COST-BENEFIT ANALYSIS PROJECT SUMMARY								
PROJECT NAME:		Milhaus Development			(75% Model)	Ratio of		
DATE:		1/26/2024				NPV of Net		
	Total	Costs & Incentives	Net Benefits	Net Present Value of Net Benefits	NPV of Incentives & Taxes Abated	Benefits to NPV of Incentives and Taxes Abated	Actual Benefit to Cost Ratio	Avg. Annual Rate of Return
Entity	Total Benefits	Costs & Incentives	Net Benefits	Net Present Value of Net Benefits	NPV of Incentives & Taxes Abated	Benefits to NPV of Incentives and Taxes Abated	Actual Benefit to Cost Ratio	Avg. Annual Rate of Return
City of Mission	\$3,392,301	\$2,103,306	\$1,288,995	\$808,535	\$464,291	1.74	1.61	6%
Johnson County	\$4,596,140	\$1,804,623	\$2,791,517	\$1,665,239	\$716,095	2.33	2.55	15%
Shawnee Mission USD 512	\$10,959,478	\$2,324,151	\$8,635,327	\$5,345,312	\$968,997	5.52	4.72	37%
Johnson Co. Comm. Coll.	\$1,480,850	\$598,463	\$882,388	\$547,116	\$183,992	2.97	2.47	15%
Johnson County Parks	\$366,872	\$172,671	\$194,202	\$120,969	\$68,383	1.77	2.12	11%
Johnson County Library	\$336,694	\$179,834	\$156,860	\$98,363	\$86,260	1.85	1.87	9%
Johnson Co. CFD #2	\$890,935	\$470,342	\$420,592	\$263,519	\$226,443	1.16	1.89	9%
RC Drainage Dist. #2	\$363,171	\$269,148	\$94,023	\$61,446	\$173,719	0.35	1.35	3%
State of Kansas	\$4,673,753	\$3,492,911	\$1,180,842	\$469,093	\$1,620,969	0.29	1.34	3%
Totals	\$27,060,195	\$11,415,448	\$15,644,747	\$9,379,593	\$4,509,150	2.08	2.37	13.70%

SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Milhaus Development

City of Mission

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **1.61**

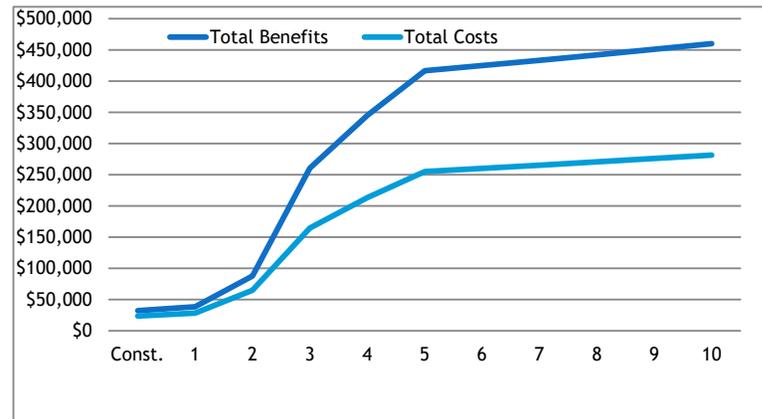
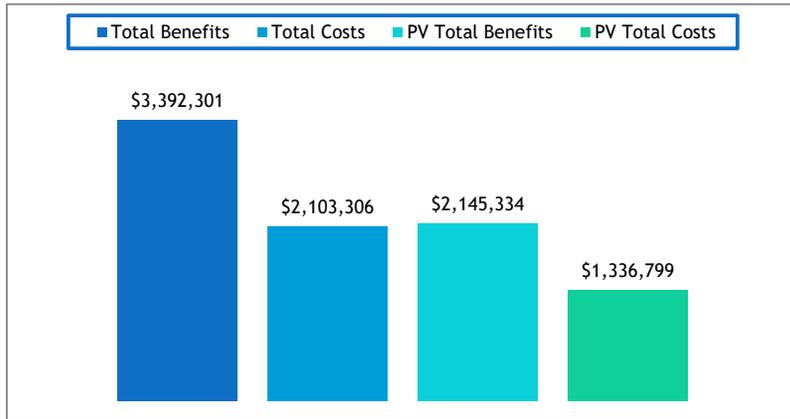
DATE: 1/26/2024

DISCOUNT RATE: 7.50%

Ratio of Present Value of Total Benefits to Present Value of Total Costs: **1.60**

(Typical desired ratio would be 1.3 to 1) Average Return on Investment: **6.13%**

Year	Sales and Transient Guest Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various City Services	Incentives and Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	\$32,341	\$0	\$0	\$0	\$0	\$32,341	\$32,341	\$0	\$23,692	\$23,692	\$23,692	\$8,649	8,649	\$8,649	\$23,692
1	\$32,341	\$6,190	\$0	\$0	\$0	\$38,531	\$35,843	\$0	\$28,335	\$28,335	\$26,358	\$10,196	18,845	\$9,485	\$26,358
2	\$0	\$86,699	\$954	\$0	\$0	\$87,653	\$75,849	\$0	\$65,024	\$65,024	\$56,268	\$22,629	41,474	\$19,582	\$56,268
3	\$22,032	\$88,433	\$14,831	\$0	\$135,371	\$260,667	\$209,827	\$98,255	\$66,325	\$164,579	\$132,480	\$96,088	137,561	\$77,347	\$53,389
4	\$32,747	\$90,202	\$21,302	\$0	\$200,898	\$345,148	\$258,447	\$145,816	\$67,651	\$213,467	\$159,844	\$131,682	269,243	\$98,603	\$50,657
5	\$41,786	\$92,006	\$26,603	\$0	\$256,177	\$416,572	\$290,167	\$185,938	\$69,004	\$254,942	\$177,582	\$161,629	430,872	\$112,584	\$48,065
6	\$42,622	\$93,846	\$27,146	\$0	\$261,300	\$424,914	\$275,328	\$189,657	\$70,384	\$260,041	\$168,497	\$164,873	595,745	\$106,831	\$45,606
7	\$43,474	\$95,723	\$27,701	\$0	\$266,526	\$433,424	\$261,248	\$193,450	\$71,792	\$265,242	\$159,876	\$168,182	763,926	\$101,372	\$43,273
8	\$44,343	\$97,637	\$28,266	\$0	\$271,857	\$442,104	\$247,889	\$197,319	\$73,228	\$270,547	\$151,696	\$171,557	935,483	\$96,192	\$41,059
9	\$45,230	\$99,590	\$28,844	\$0	\$277,294	\$450,958	\$235,212	\$201,266	\$74,692	\$275,958	\$143,935	\$175,000	1,110,483	\$91,277	\$38,958
10	\$46,135	\$101,582	\$29,433	\$0	\$282,840	\$459,989	\$223,184	\$205,291	\$76,186	\$281,477	\$136,571	\$178,512	1,288,995	\$86,613	\$36,965
Total	\$383,051	\$851,906	\$205,081	\$0	\$1,952,263	\$3,392,301	\$2,145,334	\$1,416,992	\$686,314	\$2,103,306	\$1,336,799	\$1,288,995	\$1,288,995	\$808,535	\$464,291



SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Milhaus Development

Johnson County

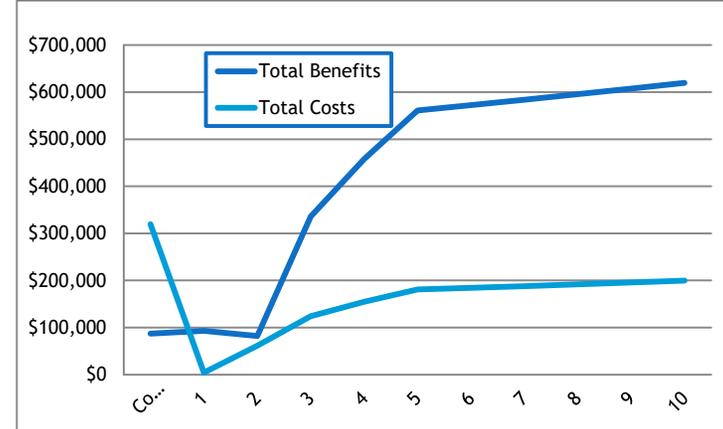
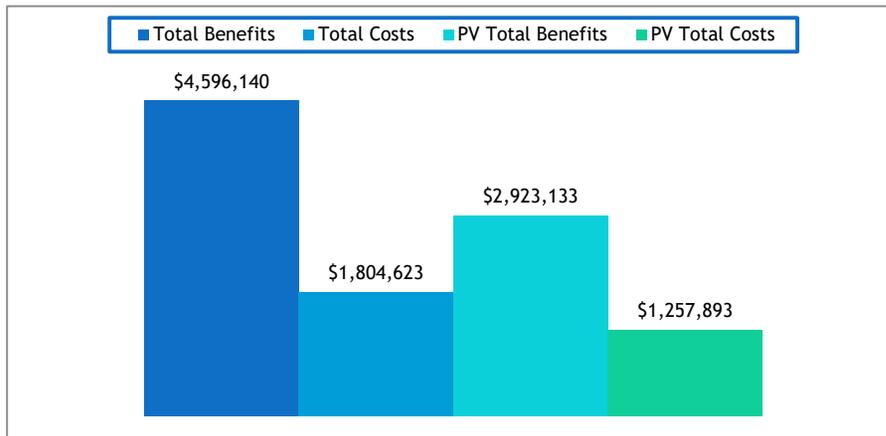
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	2.55
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	2.32
Average Return on Investment:	15.47%

(Typical desired ratio would be 1.3 to 1)

DATE: 1/26/2024

DISCOUNT RATE: 7.50%

Year	Enterprise Funds and Sales Taxes	New Property Taxes	PILOT	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Incentives and Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	\$87,228	\$0	\$0	\$0	\$87,228	\$87,228	\$0	\$319,508	\$319,508	\$319,508	-\$232,280	-\$232,280	-\$232,280	\$319,508
1	\$87,228	\$5,865	\$0	\$0	\$93,093	\$86,598	\$0	\$4,399	\$4,399	\$4,092	\$88,694	-\$143,586	\$82,506	\$4,092
2	\$0	\$82,148	\$0	\$0	\$82,148	\$71,085	\$0	\$61,611	\$61,611	\$53,314	\$20,537	-\$123,049	\$17,771	\$53,314
3	\$126,632	\$83,791	\$0	\$125,304	\$335,727	\$270,247	\$61,395	\$62,843	\$124,238	\$100,007	\$211,489	\$88,440	\$170,240	\$50,586
4	\$187,356	\$85,466	\$0	\$185,035	\$457,858	\$342,844	\$90,662	\$64,100	\$154,761	\$115,885	\$303,096	\$391,536	\$226,959	\$47,998
5	\$238,588	\$87,176	\$0	\$235,431	\$561,195	\$390,905	\$115,354	\$65,382	\$180,736	\$125,893	\$380,459	\$771,995	\$265,012	\$45,542
6	\$243,360	\$88,919	\$0	\$240,140	\$572,419	\$370,905	\$117,661	\$66,689	\$184,351	\$119,452	\$388,068	\$1,160,063	\$251,453	\$43,212
7	\$248,227	\$90,698	\$0	\$244,943	\$583,867	\$351,929	\$120,015	\$68,023	\$188,038	\$113,341	\$395,830	\$1,555,893	\$238,588	\$41,001
8	\$253,191	\$92,512	\$0	\$249,842	\$595,545	\$333,923	\$122,415	\$69,384	\$191,799	\$107,542	\$403,746	\$1,959,639	\$226,381	\$38,904
9	\$258,255	\$94,362	\$0	\$254,839	\$607,456	\$316,839	\$124,863	\$70,771	\$195,635	\$102,040	\$411,821	\$2,371,460	\$214,799	\$36,913
10	\$263,420	\$96,249	\$0	\$259,935	\$619,605	\$300,628	\$127,360	\$72,187	\$199,547	\$96,819	\$420,057	\$2,791,517	\$203,809	\$35,025
Total	\$1,993,486	\$807,185	\$0	\$1,795,469	\$4,596,140	\$2,923,133	\$879,726	\$924,897	\$1,804,623	\$1,257,893	\$2,791,517	\$2,791,517	\$1,665,239	\$716,095



SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Milhaus Development

Shawnee Mission USD 512

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **4.72**

DATE: 1/26/2024

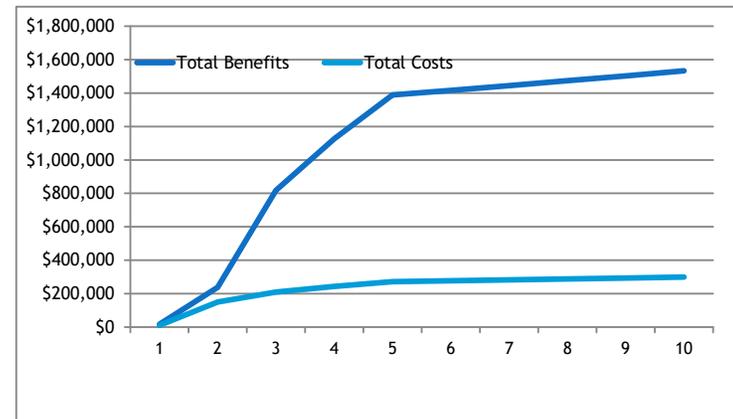
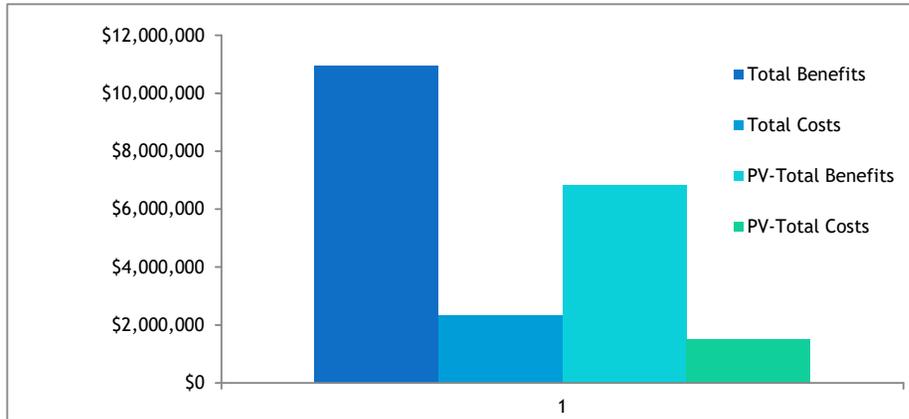
DISCOUNT RATE: 7.500%

Ratio of Present Value of Total Benefits to Present Value of Total Costs: **4.59**

(Typical desired ratio would be 1.3 to 1)

Average Return on Investment: **37.15%**

Year	New Property Taxes	PILOT	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	New Student Marginal Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$14,330	\$0	\$2,677	\$0	\$17,008	\$15,821	\$0	\$10,748	\$10,748	\$9,998	\$6,260	\$6,260	\$5,823	\$9,998
2	\$200,715	\$0	\$37,498	\$0	\$238,212	\$206,133	\$0	\$150,536	\$150,536	\$130,264	\$87,676	\$93,936	\$75,869	\$130,264
3	\$204,729	\$0	\$38,247	\$574,600	\$817,577	\$658,117	\$56,333	\$153,547	\$209,880	\$168,945	\$607,697	\$701,633	\$489,172	\$123,599
4	\$208,824	\$0	\$39,012	\$879,138	\$1,126,975	\$843,879	\$86,190	\$156,618	\$242,808	\$181,815	\$884,167	\$1,585,799	\$662,065	\$117,275
5	\$213,000	\$0	\$39,793	\$1,135,847	\$1,388,640	\$967,269	\$111,358	\$159,750	\$271,108	\$188,842	\$1,117,532	\$2,703,331	\$778,427	\$111,275
6	\$217,260	\$0	\$40,589	\$1,158,564	\$1,416,412	\$917,781	\$113,585	\$162,945	\$276,530	\$179,181	\$1,139,883	\$3,843,214	\$738,600	\$105,582
7	\$221,605	\$0	\$41,400	\$1,181,735	\$1,444,741	\$870,825	\$115,856	\$166,204	\$282,060	\$170,013	\$1,162,680	\$5,005,894	\$700,811	\$100,180
8	\$226,037	\$0	\$42,228	\$1,205,370	\$1,473,636	\$826,271	\$118,174	\$169,528	\$287,702	\$161,315	\$1,185,934	\$6,191,828	\$664,956	\$95,055
9	\$230,558	\$0	\$43,073	\$1,229,477	\$1,503,108	\$783,996	\$120,537	\$172,919	\$293,456	\$153,062	\$1,209,653	\$7,401,481	\$630,935	\$90,191
10	\$235,169	\$0	\$43,934	\$1,254,067	\$1,533,170	\$743,885	\$122,948	\$176,377	\$299,325	\$145,231	\$1,233,846	\$8,635,327	\$598,654	\$85,577
Total	\$1,972,228	\$0	\$368,451	\$8,618,799	\$10,959,478	\$6,833,976	\$844,980	\$1,479,171	\$2,324,151	\$1,488,665	\$8,635,327	\$8,635,327	\$5,345,312	\$968,997



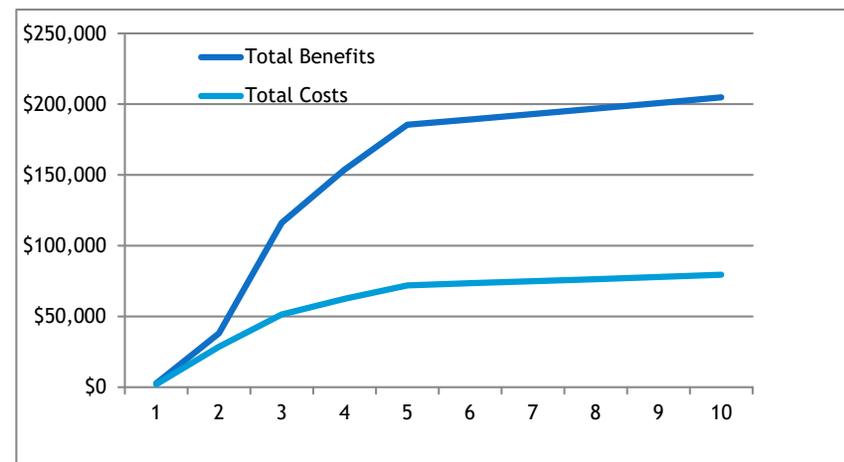
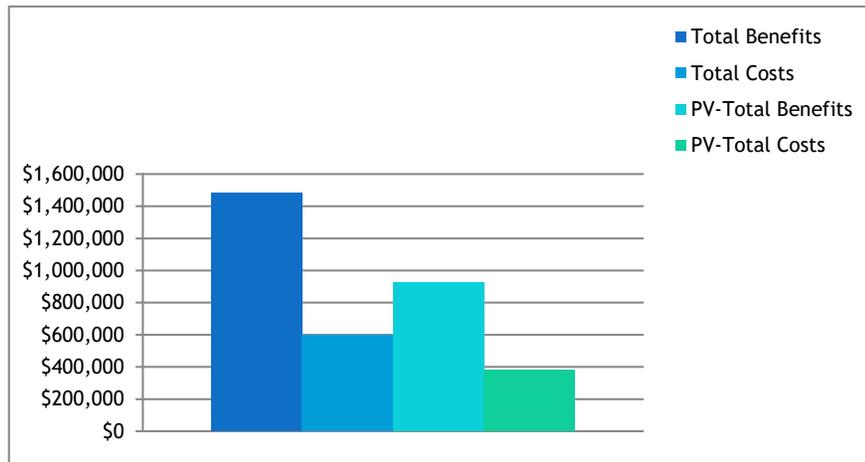
SUMMARY OF COSTS AND BENEFITS FOR: Johnson Co. Comm. Coll.
PROJECT: Milhaus Development

DATE: 1/26/2024

DISCOUNT RATE: 7.50%

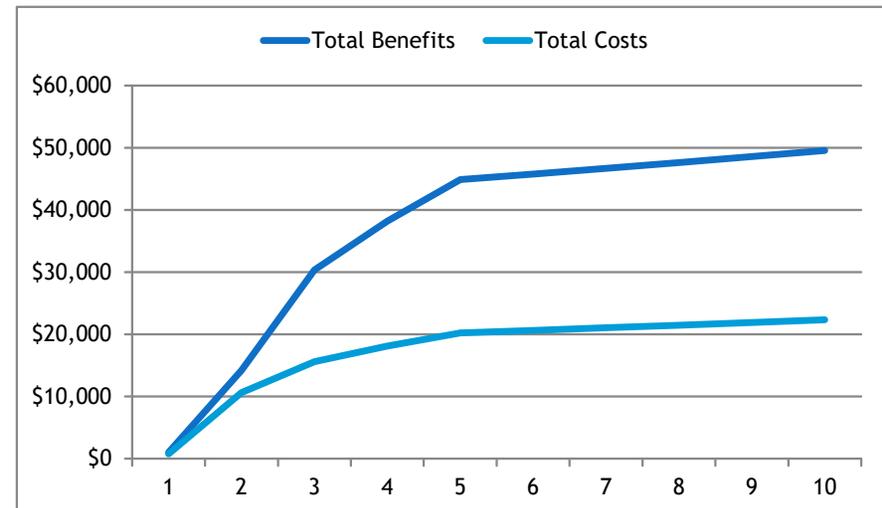
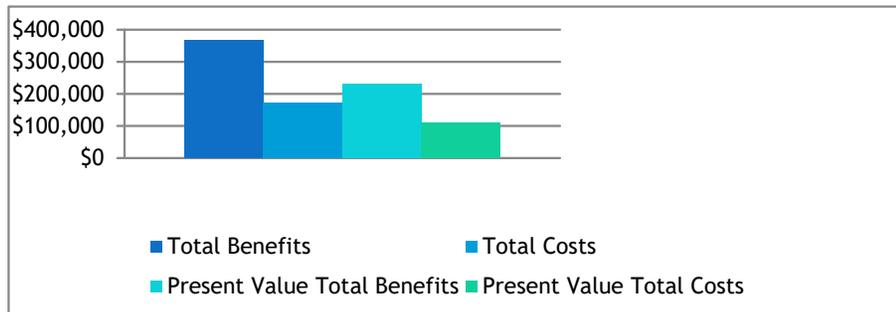
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.47
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.44
(Typical desired ratio is 1.3 to 1) **Average Return on Investment:** 14.74%

Year	New District Property Taxes	PILOT	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$2,721	\$0	\$0	\$2,721	\$2,531	\$0	\$2,041	\$2,041	\$1,898	\$680	\$680	\$633	\$1,898
2	\$38,112	\$0	\$0	\$38,112	\$32,979	\$0	\$28,584	\$28,584	\$24,734	\$9,528	\$10,208	\$8,245	\$24,734
3	\$38,874	\$0	\$77,243	\$116,117	\$93,469	\$22,174	\$29,155	\$51,329	\$41,318	\$64,788	\$74,996	\$52,152	\$23,469
4	\$39,651	\$0	\$114,029	\$153,680	\$115,076	\$32,734	\$29,738	\$62,472	\$46,779	\$91,208	\$166,204	\$68,297	\$22,268
5	\$40,444	\$0	\$145,066	\$185,510	\$129,219	\$41,643	\$30,333	\$71,977	\$50,136	\$113,534	\$279,737	\$79,083	\$21,129
6	\$41,253	\$0	\$147,967	\$189,220	\$122,608	\$42,476	\$30,940	\$73,416	\$47,571	\$115,804	\$395,542	\$75,037	\$20,048
7	\$42,078	\$0	\$150,927	\$193,005	\$116,335	\$43,326	\$31,559	\$74,884	\$45,137	\$118,120	\$513,662	\$71,198	\$19,022
8	\$42,920	\$0	\$153,945	\$196,865	\$110,383	\$44,192	\$32,190	\$76,382	\$42,828	\$120,483	\$634,145	\$67,555	\$18,049
9	\$43,778	\$0	\$157,024	\$200,802	\$104,735	\$45,076	\$32,834	\$77,910	\$40,636	\$122,892	\$757,037	\$64,099	\$17,125
10	\$44,654	\$0	\$160,165	\$204,818	\$99,377	\$45,978	\$33,490	\$79,468	\$38,557	\$125,350	\$882,388	\$60,819	\$16,249
Total	\$374,485	\$0	\$1,106,366	\$1,480,850	\$926,711	\$317,599	\$280,864	\$598,463	\$379,595	\$882,388	\$882,388	\$547,116	\$183,992



SUMMARY OF COSTS AND BENEFITS FOR: Johnson County Parks
PROJECT: Milhaus Development
DATE: 1/26/2024
DISCOUNT RATE: 7.50%
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **2.12**
Ratio of Present Value of Total Benefits to Present Value of Total Costs: **2.10**
 (Typical desired ratio would be 1.3 to 1) **Average Return on Investment:** **11.25%**

Year	New District Property Taxes	PILOT	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$1,011	\$0	\$0	\$1,011	\$941	\$0	\$758	\$758	\$706	\$253	\$253	\$235	\$706
2	\$14,165	\$0	\$0	\$14,165	\$12,257	\$0	\$10,624	\$10,624	\$9,193	\$3,541	\$3,794	\$3,064	\$9,193
3	\$14,448	\$0	\$15,897	\$30,345	\$24,426	\$4,767	\$10,836	\$15,603	\$12,560	\$14,741	\$18,535	\$11,866	\$8,723
4	\$14,737	\$0	\$23,467	\$38,204	\$28,607	\$7,038	\$11,053	\$18,090	\$13,546	\$20,114	\$38,649	\$15,061	\$8,276
5	\$15,032	\$0	\$29,855	\$44,886	\$31,266	\$8,953	\$11,274	\$20,227	\$14,089	\$24,659	\$63,308	\$17,177	\$7,853
6	\$15,332	\$0	\$30,452	\$45,784	\$29,666	\$9,132	\$11,499	\$20,632	\$13,368	\$25,152	\$88,460	\$16,298	\$7,451
7	\$15,639	\$0	\$31,061	\$46,700	\$28,148	\$9,315	\$11,729	\$21,044	\$12,685	\$25,655	\$114,116	\$15,464	\$7,070
8	\$15,952	\$0	\$31,682	\$47,634	\$26,708	\$9,501	\$11,964	\$21,465	\$12,036	\$26,168	\$140,284	\$14,673	\$6,708
9	\$16,271	\$0	\$32,316	\$48,586	\$25,342	\$9,691	\$12,203	\$21,894	\$11,420	\$26,692	\$166,976	\$13,922	\$6,365
10	\$16,596	\$0	\$32,962	\$49,558	\$24,045	\$9,885	\$12,447	\$22,332	\$10,836	\$27,226	\$194,202	\$13,210	\$6,039
Total	\$139,183	\$0	\$227,690	\$366,872	\$231,407	\$68,284	\$104,387	\$172,671	\$110,438	\$194,202	\$194,202	\$120,969	\$68,383



SUMMARY OF COSTS AND BENEFITS FOR: Johnson County Library

PROJECT: Milhaus Development

DATE: 1/26/2024

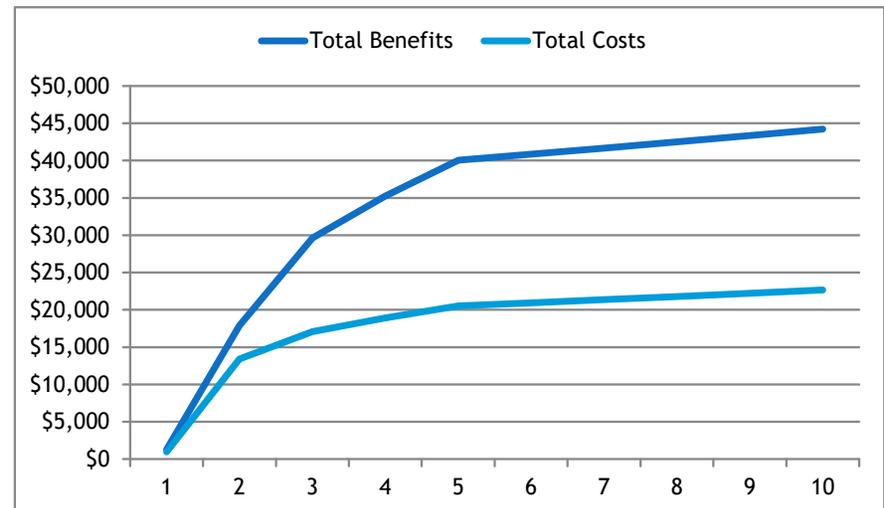
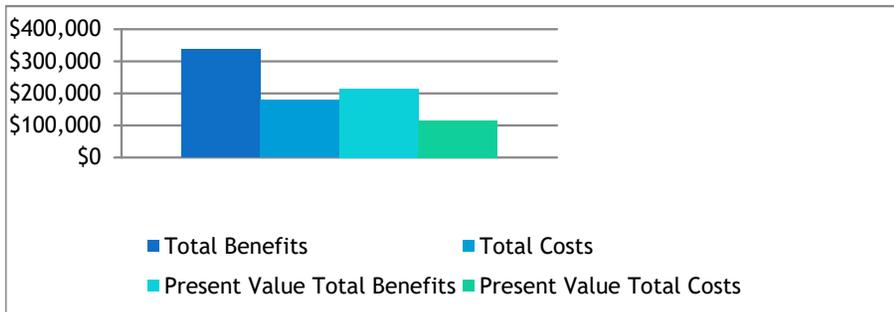
DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **1.87**

Ratio of Present Value of Total Benefits to Present Value of Total Costs: **1.85**

(Typical desired ratio would be 1.3 to 1) Average Return on Investment: **8.72%**

Year	New District Property Taxes	PILOT	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$1,276	\$0	\$0	\$1,276	\$1,187	\$0	\$957	\$957	\$890	\$319	\$319	\$297	\$890
2	\$17,868	\$0	\$0	\$17,868	\$15,461	\$0	\$13,401	\$13,401	\$11,596	\$4,467	\$4,786	\$3,865	\$11,596
3	\$18,225	\$0	\$11,418	\$29,643	\$23,862	\$3,405	\$13,669	\$17,074	\$13,744	\$12,569	\$17,355	\$10,118	\$11,003
4	\$18,589	\$0	\$16,664	\$35,253	\$26,398	\$4,978	\$13,942	\$18,920	\$14,167	\$16,333	\$33,688	\$12,230	\$10,440
5	\$18,961	\$0	\$21,091	\$40,052	\$27,899	\$6,305	\$14,221	\$20,526	\$14,298	\$19,526	\$53,214	\$13,601	\$9,906
6	\$19,340	\$0	\$21,513	\$40,853	\$26,471	\$6,432	\$14,505	\$20,937	\$13,566	\$19,916	\$73,131	\$12,905	\$9,399
7	\$19,727	\$0	\$21,943	\$41,670	\$25,117	\$6,560	\$14,795	\$21,356	\$12,872	\$20,315	\$93,446	\$12,245	\$8,918
8	\$20,122	\$0	\$22,382	\$42,504	\$23,832	\$6,691	\$15,091	\$21,783	\$12,214	\$20,721	\$114,167	\$11,618	\$8,462
9	\$20,524	\$0	\$22,830	\$43,354	\$22,613	\$6,825	\$15,393	\$22,218	\$11,589	\$21,136	\$135,302	\$11,024	\$8,029
10	\$20,935	\$0	\$23,286	\$44,221	\$21,456	\$6,962	\$15,701	\$22,663	\$10,996	\$21,558	\$156,860	\$10,460	\$7,618
Total	\$175,567	\$0	\$161,127	\$336,694	\$214,295	\$48,159	\$131,675	\$179,834	\$115,932	\$156,860	\$156,860	\$98,363	\$86,260



SUMMARY OF COSTS AND BENEFITS FOR: Johnson Co. CFD #2

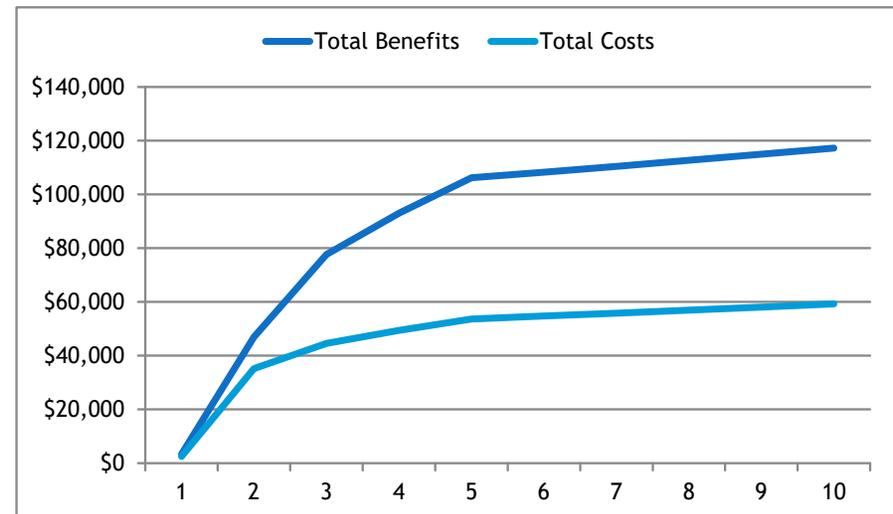
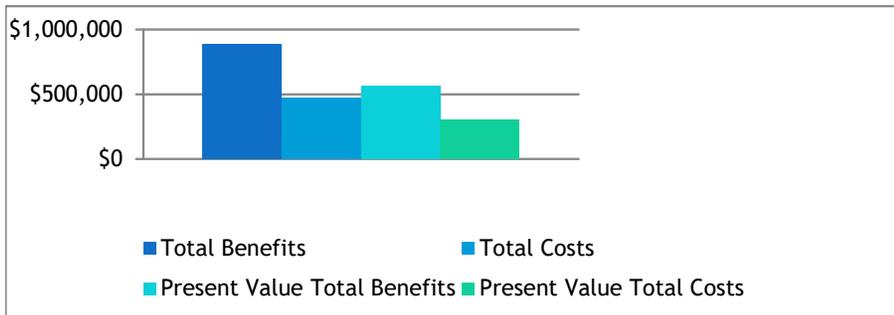
PROJECT: Milhaus Development

DATE: 1/26/2024

DISCOUNT RATE: 7.50%

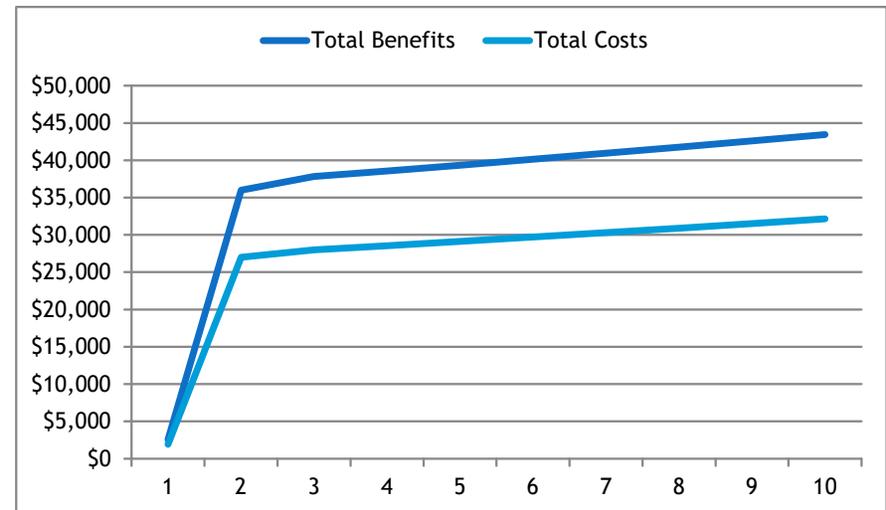
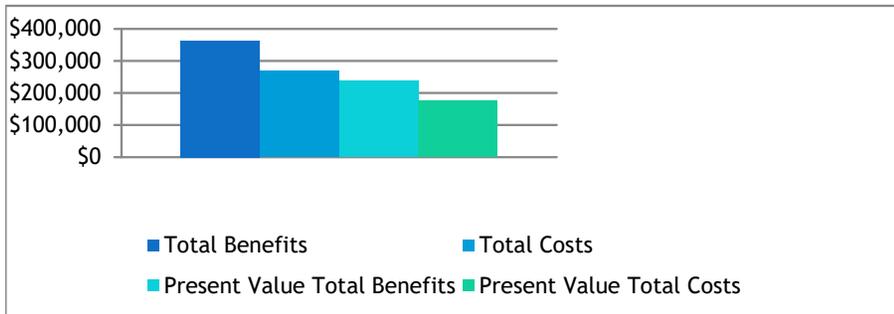
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.89
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.87
 (Typical desired ratio would be 1.3 to 1) **Average Return on Investment: 8.94%**

Year	New District Property Taxes	PILOT	Other District Revenues	Total Benefits	Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$3,349	\$0	\$0	\$3,349	\$3,115	\$0	\$2,512	\$2,512	\$2,336	\$837	\$837	\$779	\$2,336
2	\$46,905	\$0	\$0	\$46,905	\$40,588	\$0	\$35,179	\$35,179	\$30,441	\$11,726	\$12,563	\$10,147	\$30,441
3	\$47,843	\$0	\$29,854	\$77,697	\$62,543	\$8,655	\$35,882	\$44,537	\$35,851	\$33,160	\$45,723	\$26,692	\$28,884
4	\$48,800	\$0	\$44,266	\$93,066	\$69,688	\$12,833	\$36,600	\$49,433	\$37,015	\$43,632	\$89,356	\$32,672	\$27,406
5	\$49,776	\$0	\$56,424	\$106,199	\$73,974	\$16,358	\$37,332	\$53,690	\$37,398	\$52,510	\$141,865	\$36,576	\$26,004
6	\$50,771	\$0	\$57,552	\$108,323	\$70,189	\$16,685	\$38,078	\$54,764	\$35,485	\$53,560	\$195,425	\$34,705	\$24,673
7	\$51,787	\$0	\$58,703	\$110,490	\$66,598	\$17,019	\$38,840	\$55,859	\$33,669	\$54,631	\$250,056	\$32,929	\$23,411
8	\$52,822	\$0	\$59,877	\$112,700	\$63,191	\$17,359	\$39,617	\$56,976	\$31,947	\$55,724	\$305,780	\$31,244	\$22,213
9	\$53,879	\$0	\$61,075	\$114,954	\$59,958	\$17,706	\$40,409	\$58,116	\$30,312	\$56,838	\$362,618	\$29,646	\$21,077
10	\$54,956	\$0	\$62,296	\$117,253	\$56,890	\$18,061	\$41,217	\$59,278	\$28,761	\$57,975	\$420,592	\$28,129	\$19,998
Total	\$460,887	\$0	\$430,048	\$890,935	\$566,735	\$124,677	\$345,665	\$470,342	\$303,216	\$420,592	\$420,592	\$263,519	\$226,443



SUMMARY OF COSTS AND BENEFITS FOR: RC Drainage Dist. #2 **Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:** 1.35
PROJECT: Milhaus Development **Ratio of Present Value of Total Benefits to Present Value of Total Costs:** 1.35
DATE: 1/26/2024 **DISCOUNT RATE:** 7.50% **(Typical desired ratio would be 1.3 to 1)** **Average ROI:** 3.49%

Year	District Property Taxes	District PILOT Payment	Other District Revenues	Total Benefits	Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Present Value of Net Benefits	Present Value of Taxes Abated
Const.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$2,569	\$0	\$0	\$2,569	\$2,390	\$0	\$1,927	\$1,927	\$1,792	\$642	\$642	\$597	\$1,792
2	\$35,984	\$0	\$0	\$35,984	\$31,138	\$0	\$26,988	\$26,988	\$23,353	\$8,996	\$9,638	\$7,784	\$23,353
3	\$36,703	\$0	\$1,118	\$37,821	\$30,445	\$462	\$27,527	\$27,990	\$22,531	\$9,832	\$19,470	\$7,914	\$22,158
4	\$37,437	\$0	\$1,140	\$38,578	\$28,887	\$471	\$28,078	\$28,549	\$21,378	\$10,028	\$29,498	\$7,509	\$21,025
5	\$38,186	\$0	\$1,163	\$39,349	\$27,409	\$481	\$28,640	\$29,120	\$20,284	\$10,229	\$39,727	\$7,125	\$19,949
6	\$38,950	\$0	\$1,186	\$40,136	\$26,007	\$490	\$29,212	\$29,703	\$19,246	\$10,433	\$50,160	\$6,760	\$18,928
7	\$39,729	\$0	\$1,210	\$40,939	\$24,676	\$500	\$29,797	\$30,297	\$18,262	\$10,642	\$60,803	\$6,415	\$17,960
8	\$40,523	\$0	\$1,234	\$41,758	\$23,414	\$510	\$30,392	\$30,903	\$17,327	\$10,855	\$71,658	\$6,086	\$17,041
9	\$41,334	\$0	\$1,259	\$42,593	\$22,216	\$520	\$31,000	\$31,521	\$16,441	\$11,072	\$82,730	\$5,775	\$16,169
10	\$42,160	\$0	\$1,284	\$43,445	\$21,079	\$531	\$31,620	\$32,151	\$15,600	\$11,294	\$94,023	\$5,480	\$15,342
Total	\$353,575	\$0	\$9,596	\$363,171	\$237,660	\$3,967	\$265,181	\$269,148	\$176,213	\$94,023	\$94,023	\$61,446	\$173,719



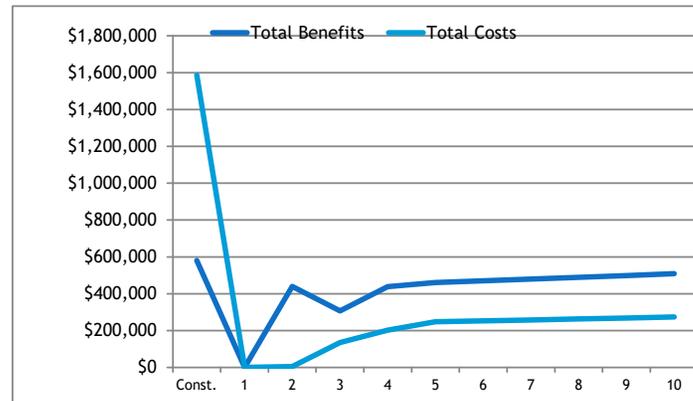
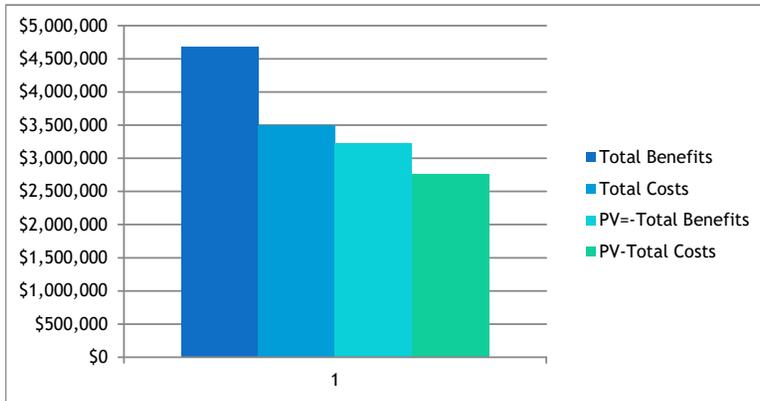
SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Milhaus Development
DATE: 1/26/2024

State of Kansas

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.34
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.17
Average Return on Investment: 3.38%
(Typical desired ratio would be 1.3 to 1)

DISCOUNT RATE: 7.50%

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	PILOT	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	\$432,445	\$0	\$147,844	\$0	\$0	\$580,289	\$580,289	\$0	\$0	\$0	\$1,587,026	\$1,587,026	\$1,587,026	-\$1,006,737	-\$1,006,737	-\$1,006,737	\$1,587,026
1	\$0	\$502	\$0	\$0	\$0	\$502	\$467	\$0	\$0	\$376	\$0	\$376	\$350	\$125	-\$1,006,611	\$117	\$350
2	\$432,445	\$7,031	\$0	\$0	\$0	\$439,476	\$380,292	\$0	\$0	\$5,273	\$0	\$5,273	\$4,563	\$434,202	-\$572,409	\$375,730	\$4,563
3	\$111,430	\$7,171	\$141,450	\$0	\$46,929	\$306,981	\$247,107	\$41,010	\$88,456	\$5,379	\$0	\$134,845	\$108,545	\$172,135	-\$400,274	\$138,562	\$4,330
4	\$150,407	\$7,315	\$210,364	\$0	\$70,419	\$438,504	\$328,352	\$61,538	\$135,338	\$5,486	\$0	\$202,362	\$151,529	\$236,142	-\$164,131	\$176,823	\$4,108
5	\$161,917	\$7,461	\$214,571	\$0	\$77,044	\$460,993	\$321,109	\$67,328	\$174,856	\$5,596	\$0	\$247,780	\$172,594	\$213,213	\$49,082	\$148,515	\$3,898
6	\$165,155	\$7,610	\$218,862	\$0	\$78,585	\$470,213	\$304,680	\$68,675	\$178,354	\$5,708	\$0	\$252,736	\$163,763	\$217,477	\$266,559	\$140,917	\$3,698
7	\$168,458	\$7,763	\$223,240	\$0	\$80,157	\$479,617	\$289,092	\$70,048	\$181,921	\$5,822	\$0	\$257,791	\$155,385	\$221,827	\$488,386	\$133,707	\$3,509
8	\$171,828	\$7,918	\$227,704	\$0	\$81,760	\$489,210	\$274,301	\$71,449	\$185,559	\$5,938	\$0	\$262,946	\$147,435	\$226,263	\$714,649	\$126,866	\$3,330
9	\$175,264	\$8,076	\$232,258	\$0	\$83,395	\$498,994	\$260,267	\$72,878	\$189,270	\$6,057	\$0	\$268,205	\$139,891	\$230,789	\$945,438	\$120,376	\$3,159
10	\$178,769	\$8,238	\$236,904	\$0	\$85,063	\$508,974	\$246,951	\$74,336	\$193,056	\$6,178	\$0	\$273,569	\$132,734	\$235,404	\$1,180,842	\$114,217	\$2,998
Total	\$2,148,118	\$69,085	\$1,853,197	\$0	\$603,353	\$4,673,753	\$3,232,908	\$527,262	\$1,326,809	\$51,813	\$1,587,026	\$3,492,911	\$2,763,815	\$1,180,842	\$1,180,842	\$469,093	\$1,620,969



Milhaus Development

Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	0	8
Construction jobs created	135	
Number of New Residents in the Community	0	435
Number of Additional Students in the Local School District	0	70
Increase in Local Personal Incomes	\$0	\$75,061,553
Increase in Local Retail Sales	\$1,848,054	\$83,330,298
Increase in the Community's Property Tax Base	\$50,220,194	\$50,220,194
		Property Taxes
Estimated new annual tax revenues after 10 years:	City	\$103,613
	County	\$98,174
	School	\$284,686
	Comm. Coll.	\$45,547
	Co. Parks	\$16,928
	Co. Library	\$21,353
	ConFD#2	\$56,055
	RC Drainage	\$43,004
	State	\$8,402
	Totals	\$677,763

Milhaus Development

OVERALL COST-BENEFIT SUMMARY (75% Model)

TAXING ENTITY	DIRECT REVENUES						TOTAL DIRECT REVENUES	ALL INDIRECT REVENUES	TOTAL ALL REVENUES	Incentives and Property Taxes Abated	ALL INDIRECT COSTS	TOTAL COSTS	NET BENEFITS
	Sales and Guest Taxes	PILOT	New Property Taxes	Additional School Funding	Corporate & Personal Income Taxes	Utilities & Franchise Fees							
City of Mission	\$383,051	\$0	\$851,906			\$205,081	\$1,440,038	\$1,952,263	\$3,392,301	\$686,314	\$1,416,992	\$2,103,306	\$1,288,995
Johnson County	\$1,993,486	\$0	\$807,185			\$0	\$2,800,671	\$1,795,469	\$4,596,140	\$924,897	\$879,726	\$1,804,623	\$2,791,517
Shawnee Mission USD 512		\$0	\$2,340,680	\$8,618,799			\$10,959,478	\$0	\$10,959,478	\$1,479,171	\$844,980	\$2,324,151	\$8,635,327
Johnson Co. Comm. Coll.		\$0	\$374,485				\$374,485	\$1,106,366	\$1,480,850	\$280,864	\$317,599	\$598,463	\$882,388
Johnson County Parks		\$0	\$139,183				\$139,183	\$227,690	\$366,872	\$104,387	\$68,284	\$172,671	\$194,202
Johnson County Library		\$0	\$175,567				\$175,567	\$161,127	\$336,694	\$131,675	\$48,159	\$179,834	\$156,860
Johnson Co. CFD #2		\$0	\$460,887				\$460,887	\$430,048	\$890,935	\$345,665	\$124,677	\$470,342	\$420,592
RC Drainage Dist. #2		\$0	\$353,575				\$353,575	\$9,596	\$363,171	\$265,181	\$3,967	\$269,148	\$94,023
State of Kansas	\$2,148,118	\$0	\$69,085		\$1,853,197		\$4,070,400	\$603,353	\$4,673,753	\$1,638,840	\$1,854,071	\$3,492,911	\$1,180,842
TOTALS	\$4,524,655	\$0	\$5,572,551	\$8,618,799	\$1,853,197	\$205,081	\$20,774,283	\$6,285,912	\$27,060,195	\$5,856,994	\$5,558,454	\$11,415,448	\$15,644,747



MEMORANDUM

Date: February 7, 2024
To: Mayor and City Council
From: Laura Smith, City Administrator
RE: Milhaus Tax Abatement Request

During a January 17, 2024 Work Session, the City Council was reintroduced to the Mission Beverly project proposed by Milhaus, LLC. The intent was to provide an update on the conversations and analyses which had occurred over the last several months and to re-establish the foundation for the conversation to continue.

Much of the information in this memo was also provided as part of the January 17, 2024 Work Session packet. It is included again here to help provide consistency and context not only for the Council but for any member of the public who may be joining the discussion at this point.

Background

Under Kansas law, various economic development incentives are available to assist cities in achieving their economic development goals. In the Economic Development Revenue Bonds Act of 1961 (the "Act"), codified as amended at K.S.A. 12-1740 *et seq.*, the Kansas Legislature created industrial revenue bonds (IRBs) as an economic development tool for cities to stimulate economic prosperity and to promote economic stability, by providing greater employment opportunities and diversification of industry. Cities may consider IRBs for projects which further their economic goals. The statutes provide for the use of IRBs to grant a property tax exemption and/or to grant a sales tax exemption on the purchase of materials and taxable labor. A brief overview of the differences is highlighted below:

- **Sales Tax Exemption.** Upon approval of a Resolution of Intent, the applicant may obtain a sales tax exemption certificate which may be used by the applicant and its contractor(s) to purchase construction materials, machinery and equipment, or other taxable services if purchased or reimbursed with the proceeds of the revenue bonds. The purchases are then exempt from sales tax which might be charged by any taxing entity. The current sales tax rate in the City is 9.725% and is comprised of 6.50% allocated to the State, 1.475% allocated to the County, and 1.75% allocated to the City.

- **Property Tax Exemption.** Upon issue of revenue bonds, property that is acquired or constructed with the proceeds of revenue bonds may be 100% exempt from property taxation, except for a school district's capital outlay levy (in an amount not to exceed 8 mills) for a period of up to ten years. Although the abatement is always for 100% under State law, the City may require the applicants to make payments in lieu of taxes. Kansas law requires all payments in lieu of taxes to be distributed to all taxing jurisdictions on a pro-rata basis, according to the jurisdiction's allocable mill levy rate.

When considering a request for a property tax abatement, the IRB Act requires the Issuer (City) to prepare a Cost Benefit Analysis (CBA) report, conduct a public hearing, adopt an ordinance authorizing the issuance of the revenue bonds and follow certain other procedural requirements prior to issuing the revenue bonds.

City of Mission Tax Abatement Policy

Mission's tax abatement policy (Council Policy 116) was originally adopted in 2007. Prior to 2023 it had not been used for property tax abatement, but sales tax exemptions had been granted in connection with most major private redevelopment projects undertaken in Mission during the past 15-20 years.

In 2022 and 2023, two developers approached the City seeking to engage in a conversation about property tax abatement in connection with the development of multi-family housing projects. This prompted Council to direct Staff to undertake an update of the tax abatement policy with clearer parameters and guidance for both developers and the Governing Body which aligned more closely with Council goals related to redevelopment and incentives.

The new policy more clearly defined the purpose, scope and objectives for consideration of abatement requests. It established a baseline standard of a 45% real property tax abatement, assuming a project meets all criteria outlined in Section 3 **and** demonstrates a need for the assistance as evaluated by the City's financial advisor. A minimum capital investment of \$3 million is required for a project to be considered, and a capital investment of at least \$10 million is necessary to receive an abatement up to the policy cap (75%).

The policy also outlines additional criteria and potential adjustments (over the 45% baseline) that could be earned by a developer. Council Policy 131 also allows one or more of the criteria be mandated in order for a project to receive consideration. The

criteria were developed to provide some flexibility for both the City and developers allowing each project to be evaluated on a case-by-case basis. The criteria or percentages can be adjusted over time to accurately reflect the City’s highest redevelopment and community investment priorities. The policy is generally capped at a 75% abatement; however, it does provide the opportunity for the Council to grant a higher abatement percentage if there are extraordinary circumstances or community benefit.

The policy speaks generally to the process and procedures, including the obligation of the developer to cover costs incurred by the City in the evaluation of a request, and establishes the bond origination fees to be paid by the developer should a tax abatement be granted. The new tax abatement policy (Council Policy 131) was developed, reviewed, and eventually adopted in July 2023. A copy of the final policy is included in the packet.

Tax Abatement Request – 58/Nall

With a new policy in place, staff and Council attention could then turn to evaluating the pending developer requests/applications. In the fall of 2023, the Council reviewed, discussed and approved a property tax abatement/sales tax exemption for the 58/Nall Project being developed by MOJO Built, LLC. The project, a 77-unit multi-family project located at 58th Street and Nall, was granted a 70% tax abatement in accordance with the policy criteria and outlined in the table below.

58/Nall Tax Abatement Percentage Allocation

Baseline – Meets Policy Criteria	45%
Capital Investment Adjustment	5%
Target Area Adjustment	10%
Attainable Housing Adjustment	7.5%
Environmental Design Adjustment	2.5%
Total Abatement Percentage	70%

The 58/Nall project was required to include both an attainable housing component and a sustainability certification.

Tax Abatement Request – Mission Beverly Project

With the 58/Nall project decided, Staff then focused attention on the Mission Beverly Project, a larger, multi-family development proposed by Milhaus, LLC. The Milhaus development team first approached the City in April 2022 regarding their interest in developing a 250+ unit multi-family project located between Beverly and Dearborn

Streets, east of the Community Center. They planned to assemble multiple parcels, potentially even the City-owned Beverly Park. From the outset of the conversations, Milhaus communicated their intention to ask for a 100% property tax abatement.

Throughout 2022, the project's concept and scope were more fully developed through conversations with staff, the Mayor and City Council. This included the potential to expand the project to include the Martway office buildings to the south. As Council priorities – such as attainable housing and sustainability – were discussed, Milhaus was consistently transparent in their statements that they did not plan to incorporate attainable housing into the project. Staff and Council were also very transparent in communicating that the loss of Beverly Park could potentially be considered in exchange for similarly sized green space in or around the general vicinity of the project.

The preliminary project renderings were presented to the public in March 2023, at a neighborhood meeting. Overall, the project was generally well received. By assembling multiple parcels and incorporating the Martway office buildings, the building heights on the parcels across the creek from single family residential to the south were reduced from prior redevelopment proposals and seemed more palatable to the neighbors.

Like the 58/Nall request, consideration of Milhaus' tax abatement request for the Mission Beverly project was suspended in 2023 until the new Council policy could be approved. As conversations resumed in the fall of 2023, the new tax abatement policy was shared with Milhaus, and Milhaus began working with Bruce Kimmel, the City's independent municipal advisor, to facilitate review of the project's pro-forma.

January 17, 2024 Work Session

The discussions with the developer regained focus through the end of 2023 and, based on their contractual obligations and anticipated project timelines, it was appropriate to provide a project update and to begin discussion of application of the tax abatement criteria included in Council Policy 131.

The January Work Session provided the opportunity to re-engage in the conversations surrounding the project. During that Work Session, the Council heard a presentation from the developer which recapped the project as currently proposed. Those project components included:

- 261 market rate apartment units
- \$75+ million capital investment
- Assembly of eight (8) parcels (including Beverly Park)

- Construction of 4-story building (204 units) with structured parking north of Martway
- Construction of 3-story building (57 units) with surface parking south of Martway
- Approximately 1,500 sq ft of small retail on ground floor of north building
- Certification for one (1) Globe under the Green Globes sustainability program
- Upgrades to sanitary sewer and stormwater infrastructure systems
- No green space exchange
- Cash contribution of \$300,000 to City

Council also reviewed a memo from Mr. Kimmel, which outlined his evaluation of the project’s underlying need for assistance. Mr. Kimmel highlighted information related to the internal rate of return and identified the potential need for up to a 75% abatement. His memo also noted that the developer had requested consideration of a tax abatement above the cap, at 85%.

During the Work Session, Staff reviewed application of the policy criteria and corresponding abatement percentages to the current project and tentatively recommended a tax abatement of 72.5% broken down as follows:

**Mission Beverly Tax Abatement Percentage Allocation
(January 17, 2024)**

Baseline – Meets Policy Criteria	45%
Capital Investment Adjustment	15%
Target Area Adjustment	10%
Attainable Housing Adjustment	0%
Environmental Design Adjustment	2.5%
Community Benefit Adjustment	0%
Total Abatement Percentage	72.5%

The Council was reminded that consideration of a tax abatement requires a Cost-Benefit Analysis (CBA) to be performed. This study, which is conducted in accordance with the City policy and statutory provisions, estimates the economic impact of the project taking into account the public costs (tax abatement and other) and the public benefits (property tax base, sales tax base, and other spin-off benefits). A CBA had not been finalized prior to the January Work Session, but preliminary analysis was done which demonstrated positive results for all taxing jurisdictions, including Mission with a 75% tax abatement.

During the Work Session, the Council asked several questions, including requests for

more clarity and information on plans for reallocation of greenspace and estimated rents.

February 7, 2024 Finance & Administration Committee Meeting

Following the January Work Session, Staff and the City’s consultant team continued to advance the conversation with the developer in order to bring a final proposal and recommendation forward. It was clearly communicated to the developer that with no reallocation of greenspace within the project boundaries an increase in the cash contribution would be necessary for serious consideration of the abatement request. Based on those conversations, and an understanding that Staff would not recommend an abatement over 75%, the developer has committed to an increase in the cash contribution from \$300,000 to \$500,000.

During the February 7 F&A Committee meeting additional discussion of the analysis by Mr. Kimmel, including a comparison of the current taxes generated and the anticipated annual tax revenues with a 75% abatement will occur. A Cost-Benefit Analysis has now been completed and is included for review and discussion. Based on all of these factors, Staff’s recommendation regarding the abatement percentage has been revised to 75% outlined as follows:

Mission Beverly Tax Abatement Percentage Allocation (February 7, 2024)

Baseline – Meets Policy Criteria	45%
Capital Investment Adjustment	15%
Target Area Adjustment	10%
Attainable Housing Adjustment	0%
Environmental Design Adjustment	2.5%
Community Benefit Adjustment	2.5%
Total Abatement Percentage	75.0%

Staff is in the process of developing and refining potential alternatives for reallocation of the 0.53 acres of greenspace (Beverly Park) that would be incorporated in the project site. That information will be shared prior to the Committee meeting. We will also discuss the process for sale or disposal of park land as well as the dissolution of the existing Tax Increment Financing (TIF) District on the three parcels south of Martway should an abatement request be granted.

Mission Beverly Performance Agreement

Using the new Council Policy and the 58/Nall agreement, a draft performance agreement is under review with the developer's team. The performance agreement is the document which contains all the specific details of the abatement to be granted and is similar to a redevelopment agreement adopted in connection with a tax increment financing or community improvement district incentive request.

Key highlights included in the performance agreement for the Mission Beverly Project are bulleted below:

- The Developer agrees that, for each calendar year during the exempt period, they will make a payment in lieu of ad valorem taxes to the City. **The City and all other impacted taxing entities receive 25% of the taxes due, and 75% of the taxes will be abated in accordance with the performance agreement.**
- The tax abatement does not apply to special assessments (specifically the property will continue to be responsible for the City's stormwater utility fee) or the school district's capital outlay levy of not to exceed eight mills.
- The City and the Developer will agree to a schedule for commencement and completion of the project. Failure of the developer to actually commence or complete construction of the Project in accordance with the schedule included in the performance agreement shall constitute an event of default under the agreement.
- In order to maintain the full 75% abatement, the developer shall cause all components of the project to obtain at least a "One Globe" certification issued by the Green Building Initiative ("GBI") Green Globe rating system, or if such certification or rating system shall be discontinued, a reasonably equivalent certification reasonably designated by the Developer and reasonably approved by the City. The project must maintain at least a One Globe certification for operations and management throughout the term of the agreement. If such certification or rating system shall be discontinued, then an equivalent certification reasonably designated by the Developer and reasonably approved by the City must be put in place. Initial certification shall be obtained within twelve (12) months of completion of the Project with proof of certification provided to City upon receipt.
- If any one or more of the following events shall occur and be continuing, it will be deemed an "Event of Default" under the terms of the performance agreement:
 - (1) the developer shall fail to perform any of its obligations outlined in the performance agreement;

- (2) the developer shall breach any covenant contained herein or any representation of the developer contained herein shall prove to be materially false or erroneous;
 - (3) the developer shall be in default under the Project Lease.
- Upon the occurrence of an event of default, the developer shall be given sixty (60) days (or such longer period as the City and the developer may agree), following written notice by the City to the developer of the occurrence of such event of default, to cure such event of default. If an event of default is not cured within the prescribed time, the performance agreement may be terminated by written notice to the developer from the City, and termination shall be effective immediately following delivery of the written notice. As an alternative to termination of the agreement, the City may adjust the amount of abatement downward.
- Any payments due under the agreement which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due and shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.
- The agreement requires the developer to acknowledge and agree that other projects may receive terms more favorable than those provided for in their performance agreement. As a condition of the City entering into the agreement, the developer waives any claim it may have against the City as a result of the City granting tax abatement to other projects with terms that are more favorable. Additionally, the developer agrees that it will not request the City to modify the agreement because the City plans to grant or has granted tax abatement to another project or projects on terms that are more favorable than the terms provided for in this agreement.

The Cost Benefit Analysis, conducted in accordance with the City policy and statutory provisions, estimates the economic impact of the project taking into account the public costs (tax abatement and other) and the public benefits (property tax base, sales tax base, and other spin-off benefits).

Next Steps

The intent is to call a public hearing on the IRB application for February 21, 2024. Additionally, in accordance with the statutory requirements, notice will be provided via email to the Board of County Commissioners and the Shawnee Mission School District.

On February 21, 2024, the City Council will conduct the public hearing. Following the public hearing, the Governing Body, at its discretion, may adopt a Resolution of Intent authorizing the issuance of the bonds and execution of the Performance Agreement. During the February 21, 2024 meeting staff and the City's consultants will review the performance agreement and answer any remaining questions the Governing Body might have. If the Governing Body is not prepared to take action on the Resolution at the that meeting, Staff recommends continuing the public hearing to a Special Meeting to be held at 6 pm on Wednesday, February 28, 2024.

Upon adoption of the Resolution, the City will request a sales tax exemption certificate for the project from the Department of Revenue. In addition, the following procedural steps will occur in order to satisfy the requirements outlined in the IRB statues.

- **Construction.** Applicant will construct the project within the terms of the Performance Agreement.
- **Preparation of Bond Documents.** Upon substantially completion of the project, the applicant will approach the City to issue the bonds and effect the property tax abatement. Bond Counsel drafts the lease agreements, the indenture of trust, the bond ordinance, and all other documents related to the bond issuance.
- **Ordinance and Performance Provisions.** The City Council will consider adoption of an ordinance authorizing issuance of industrial revenue bonds.
- **Bond Issuance.** Basic bond documents are executed by the City and the applicant, and the applicant will purchase the bonds. At closing of the bonds, applicant pays origination fee to City and any other related fees or costs outstanding.
- **Submission of Application to the Kansas Board of Tax Appeals.** After the bonds are issued, the City Clerk will forward all necessary documentation to County Appraiser's Office, which will then be filed with the Kansas Board of Tax Appeals (BOTA) early in the calendar year following issuance of the bonds. The City Council's decision to grant an abatement is subject to the final determination of the Kansas Board of Tax Appeals.
- **Annual Certification.** After the first year of the abatement, and by March 1 each year thereafter, the City's consulting team will review the abatement to certify that use of the property is still in accordance with Kansas law and that all other provisions of the abatement are being met. The applicant will be required to complete and submit all necessary documentation to the City Clerk for annual submission to the County Appraiser's Office. It is the applicant's obligation to see that the appropriate annual information is filed for the abatement to continue.

The developer will be present to during the Committee meeting as will Kevin Wempe of

Gilmore & Bell. Mr. Kimmel will join the meeting virtually.

Memo

To: City of Mission, Kansas
From: Bruce Kimmel, Senior Municipal Advisor
Date: February 2, 2024
Subject: **Mission Beverly Apartment Project – Updated Proforma Analysis**

Ehlers, the City's development finance advisor, has engaged with Milhaus Development LLC, the Developer of the proposed 261-unit Mission Beverly Apartments at Beverly and Martway, to analyze the Developer's fiscal projections and proposed Industrial Revenue Bond (IRB) sales tax exemption and property tax abatement.

This memo is meant to inform the City's discussion of the Developer's request for the City to abate 85% or more of the eligible property taxes to be generated by the project, for a period of 10 years. The Developer has submitted to Ehlers a comprehensive set of financial projections detailing its assumptions for the development budget, debt and equity plan, and operating revenues and expenses – and projecting the project's return on investment. Ehlers evaluated each assumption and calculation, asked the Developer to provide further detail in certain areas, and determined that:

- the project financing plan was practically sound, with no missing or unconnected pieces that caused us to question the project's fundamental viability;
- the Developer's development and operating cost estimates were reasonable and comparable to similar apartment projects with which Ehlers is familiar; and
- there was a demonstrated economic gap and rationale for a portion of the Developer's proposed Industrial Revenue Bond (IRB) sales tax exemption on project construction materials and 85% property tax abatement, in order to achieve a market rate of return.

As indicated above, Ehlers' analysis indicates it is unlikely that the Developer will undertake the project as envisioned without some degree of tax abatement. For example, with only the sales tax exemption and no abatement, we estimate the Developer's internal rate of return (IRR) upon a hypothetical sale of the project at 14.2%, vs. an industry threshold of 15-20% for market-rate multifamily projects. 10-year abatement levels of 72.5% and 75%, meanwhile, yield IRRs of 16.9% and 17.0%. We conclude, therefore, that a tax abatement of up to 75% (i.e. the City's policy maximum barring extraordinary circumstances) is fiscally warranted for this project.

Please note that the IRR analysis used here differs from the estimated cash-on-cash returns that Ehlers used to evaluate the 58/Nall project's need for abatement assistance. The Mission Beverly proforma assumes the project is sold once it is fully leased and stabilized – that is, following the second year of operations. The Developer notes that it assumes an early sale for all of its projects due to the possibility that its outside investors may want to get their equity back (and their share of the sale proceeds) sooner than later. And also that it may retain the project in its portfolio for an indefinite period, should market economics warrant this approach instead.

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In addition, this proforma assumes all loan principal is repaid upon the sale of the property, vs. amortized over time. For these and other reasons, the cash-on-cash method would not yield a valid estimated return for Mission Beverly unless Ehlers were to alter this project's proforma significantly. IRR, meanwhile, is another widely used metric, it suits Mission Beverly's situation more appropriately, and is a measure that Ehlers will seek to include in our analyses of City of Mission projects going forward.

The Developer intends to finalize its project plan, budget, and funding sources this year and break ground no later than April 2025. As such, it's likely that some changes will improve the project's fiscal outlook and others will worsen it – the net effect of which is impossible to predict at this time. That said, experience tells us that negative changes typically offset positive ones, and that this project's return on investment is likely to remain close to what is projected now.

Ehlers also reviewed the City's current and anticipated future property taxes from the project site. The seven taxable and one tax-exempt parcel that Milhaus proposes to acquire for the project have a total current assessed value of \$634,348 and will yield total City property taxes of \$11,769 this year (Assess 2023 / Fiscal 2024).

Drawing on comparable new multifamily developments, Milhaus estimates that the project will have an assessed value of roughly \$5 million at completion which is 7.9 times the current assessed value. (Please note that the parcels are currently assessed at the 25% commercial rate, whereas the project will be assessed primarily at the 11.5% residential rate. The project's estimated future appraised value, therefore, is roughly 17 times the current appraised value.)

Applying the City's current mill rate to the project's \$5 million estimated assessed value yields future annual City property taxes of roughly \$92,500 per year. If the City decides to abate 75% of those future City taxes, its net annual taxes during the abatement period will be \$23,125. This is almost exactly double the City taxes due from the project parcels this year.

Please contact me at bkimmel@ehlers-inc.com or 651-697-8572 with any questions about this memo, and thank you for the opportunity to be of assistance to the City.

CITY OF MISSION, KANSAS

CITY COUNCIL POLICY MANUAL

POLICY NO. 131

POLICY RELATING TO THE GRANTING OF TAX ABATEMENTS

Section 1. Purpose. This Tax Abatement Policy is designed to create a positive business environment to stimulate economic growth and development in order to encourage capital investment, employment opportunities, and quality services for the benefit of the community. The objectives of the Tax Abatement Policy are:

- Attract and retain quality businesses for the community;
- Add and retain employment opportunities for residents;
- Attract projects to grow the local tax base;
- Diversify the local economy;
- Provide attainable housing opportunities; and
- Reward quality and environmentally “green” design

Section 2. Scope. This Policy shall apply to the granting of real property tax abatements in accordance with Kansas law. The granting of property tax abatements for real property is a privilege, not a right, and the City recognizes that use of such exemptions and incentives should be considered in a prudent, judicious, and selective manner based upon the economic and community benefits of an economic development project (a “Project”) to the City. No decision to grant or deny property tax abatements and/or tax incentives shall serve as precedent for any future decision with respect to the grant or denial of property tax abatements and/or tax incentives. The authority and decision whether or not to grant tax abatements is vested solely with the Governing Body, is entirely discretionary, and shall be considered on a case-by-case basis. The Governing Body is under no obligation to approve any requested bond issuance and/or tax abatement and reserves the right to deviate from the policies and criteria contained herein if, in the opinion of the Governing Body, circumstances exist to warrant such deviation, so long as such deviation does not conflict with Kansas law. This policy does not create any entitlement and property owners, applicants, and others are cautioned not to rely upon receipt of a tax abatement until all steps for granting an abatement have been approved, including but not limited to evaluation of all factors by the City and adoption of a Resolution of Intent after notice and public hearing; preparation of a cost-benefit analysis; and approval of a Performance Agreement and compliance of all terms and conditions therewith by the applicant.

Section 3. Policy Statement. To meet the economic development and other goals of the community, it shall be the policy of the City to typically provide a 45% real property tax abatement (such percentage referring only to mills that are eligible for property tax abatement under Kansas law) for portions of a Project that qualify for tax abatement under Kansas law so long as the Project meets the criteria established by the City and this Policy. It shall be the policy of the City that, regardless of the percentage amount of abatement an applicant may be eligible for, the maximum percentage of tax abatement provided for any Project shall not exceed 75% for 10 years, except in extraordinary circumstances.

It shall also be the policy of the City that economic development Projects shall have a positive financial impact on the community, and the City reserves the right to approve the cost-benefit analysis model used to determine the financial impact of the proposed Project. In the exercise of its discretion, the Governing Body of the City shall give consideration to the following factors when determining whether to grant property tax abatements.

- A. **Minimum Capital Investment.** The minimum capital investment required for consideration of a tax abatement is \$3,000,000. In order to receive the maximum tax abatement allowed under this policy, the minimum capital investment required is \$10,000,000. The term capital investment shall apply to the acquisition cost of land and building improvements, but not to personal property.
- B. **Existence of Economic Benefit.** The Project must be of economic benefit to the community and must provide a positive fiscal impact.
- C. **Type of Business.** The Project must be of a nature that is desirable and meets the development goals of the City.
- D. **Compatibility with Adopted Plans.** The Project must be consistent with the City's Comprehensive Plan, any applicable corridor plans, and other plans of the City that may be relevant to the Project.
- E. **Maintain Existing Tax Base.** Except in extraordinary circumstances, the amount of existing property taxes on the land and facilities shall not be reduced or abated.
- F. **Transfer of Ownership.** The owner or lessee of any property that is subject to a tax abatement shall not assign or transfer such exemption in connection with the conveyance of the property without the prior written consent of the City; such consent may be denied or subject to additional conditions or abatement adjustments in the City's sole discretion. Provided, however, that the foregoing shall not apply to conveyances to a parent, affiliate, or related entity.
- G. **Non-Litigation.** The Governing Body may choose not to consider an application for issuance of industrial revenue bonds if the applicant, its principals or officers, or any related, affiliated, or parent company of the applicant, is currently engaged in or has threatened a suit, action, or proceeding against the City.
- H. **Return on Investment.** The applicant may be asked to demonstrate that without the requested tax abatement, the Project, or certain features thereof, cannot be constructed with an appropriate return on investment.

Section 4. Abatement Criteria and Adjustments. Adjustments made to increase the total amount of abatement are intended to be provided as an extra incentive to exceed certain criteria when others may not be met and to fulfill certain goals of the community. The following are the criteria for adjustments to the total amount of abatement; the Governing Body reserves the right to require performance of one or more of the criteria in connection with any request for abatement.

- A. **Project Investment Adjustment.** It is a goal to strengthen the local economy through growth of the local tax base. Capital investments produce a long-term tax benefit to the community;

therefore a major Project may be eligible for an additional abatement percentage determined by the level of capital investment. Depending upon the Project's capital investment, an increase in the abatement may be considered as follows:

- a. Capital Investment of \$10,000,000 to \$24,999,999 may receive an adjustment of up to 5%;
 - b. Capital Investment of \$25,000,000 to \$49,999,999 may receive an adjustment of up to 10%; and
 - c. Capital Investment of \$50,000,000 and above may receive an adjustment of up to 15%
- B. Target Area Adjustment.** It is a goal to encourage development / redevelopment in distressed areas of the community. An abatement adjustment of up to 10% may be considered for Projects that locate in an area targeted for economic development or redevelopment. Target areas shall be determined from time to time by the Governing Body.
- C. Job Creation Adjustment.** It is a goal to create new high-quality employment opportunities for the community. An abatement adjustment of 5% to 10% will be considered depending on the new jobs a Project will create. To be considered for this abatement adjustment a minimum of 35 total jobs must be created in the first year of operation. To maintain this abatement adjustment, the company will be required to provide an annual certification of the number of employees and any other reasonable information requested by the City.
- D. Attainable Housing Adjustment.** It is a goal to offer attainable housing opportunities in the City. An abatement adjustment of up to 10% may be awarded based on the commitment of the applicant to make available dwelling units of varying sizes for occupants earning 60% or less than the Kansas City Area Median Income (AMI) at rental rates no greater than the maximum affordable rental rates published annually by the U.S. Department of Housing and Urban Development for a minimum of number of years as set forth in the Performance Agreement.
- E. Environmental Design Adjustment.** It is a goal to create quality and sustainable developments / structures throughout the City. The Governing Body, in its sole discretion, may require higher standards for the design of buildings and grounds, and materials used for Projects receiving property tax abatement. An abatement adjustment may be given to businesses whose new construction achieves a U.S. Green Building Council LEED Certification or comparable certification. This abatement adjustment shall range from 5% to 10% depending on the level of certification.
- F. Community Benefit Adjustment.** All applicants will agree to actively participate in the civic, charitable, educational, philanthropic, and economic development of the City of Mission as provided in the Performance Agreement. Such participation is expected, and shall not receive an abatement adjustment except in extraordinary circumstances.

Section 5. Commencement of Abatement.

The abatement term for Projects under authority of Section 13 of Article 11 of the Kansas Constitution shall begin in the calendar year after the calendar year in which the business commences its operations or the calendar year in which expansion of an Existing Business is completed, as the case requires. The abatement term for Projects under authority of K.S.A. 12-1740 through 12-1749 and 79-201a shall begin in the calendar

year after the calendar year in which the industrial revenue bonds are issued. Projects which include multiple phases shall have an expiration date for the commencement of the term of the abatement for all phases as determined by the Governing Body at the time of the adoption of the Resolution of Intent.

Section 6. Procedure. The Governing Body will consider granting a tax abatement pursuant to this Policy after receipt of a complete application in a form prescribed by the City together with the application fee. The application shall be submitted in sufficient time for staff to follow established procedures for publication of notice, to review the Project's preliminary site plans and building elevations, to prepare a fiscal impact analysis, and to contact the school district.

Based on each application and such additional information as may be requested by the City, the City shall prepare or cause to be prepared a fiscal impact analysis of the proposed tax abatement on the City, County, and State of Kansas. Prior to formal action on each Resolution of Intent, the Governing Body shall conduct a public hearing to be scheduled at least seven days after publication of notice or as otherwise provided by law. Notice of the hearing shall also be sent to the Johnson County Clerk's Office and the Shawnee Mission School District.

Section 7. Performance Agreement. The Performance Agreement will set forth the terms and conditions of the granting of the tax abatement, including the amount the applicant must pay "in lieu" of the abated taxes to reach 100%. For example, if the taxes eligible for abatement are \$1,000 and a tax abatement of 75% (\$750.00) is granted, the applicant will be required to pay \$250.00 each year in lieu of such taxes.

- A. Continued Compliance.** The Performance Agreement will provide that any granted tax abatement is subject to annual review and determination by the City Administrator that the conditions qualifying the business for the abatement continue to exist. The City at any time may review information provided by the owner, its lessee, or State of Kansas, or may request additional information to determine compliance with the Performance Agreement. If the Governing Body finds that the business or Project is not in compliance, then the tax abatement may be modified pursuant to the Performance Agreement or eliminated as the Governing Body deems appropriate. Each Performance Agreement shall contain a notice and waiver stating that the City reserves the right to grant future tax abatements on comparable Projects in amounts different than the exemption or abatement granted in the Performance Agreement. Such notice and waiver shall include a provision that the applicant waives any right to request a modification or amendment of such exemption or abatement based upon such differences.
- B. Clawbacks.** Each Performance Agreement shall provide that the percentage of property tax abatement or the abatement term shall be scaled back if the applicant has not incurred the required capital investment within the time set forth therein or has otherwise not complied with any or all of the requirements of the Performance Agreement. Further, the Performance Agreement may address the consequences of selling the Project during the tax abatement period.
- C. Costs.** It shall be the responsibility of the applicant to reimburse the City in full for all costs and fees associated with economic analyses and bond issuance, including an application fee of \$2,500.00 and the fees of the City financial advisors, consultants and bond counsel.

Section 8. Origination Fee Schedule. Origination fees assessed by the City (as authorized by K.S.A. 12-1742 as amended) are the responsibility of the applicant. This fee is due upon closing of the debt issue, and will be reduced by the amount of the application fee. The fee is calculated as outlined in the tables below.

Commercial Property Debt Issues

Par Amount of Bond Issue	Fee Calculation
First \$10 million	.0025 of par amount
Second \$10 million	\$25,000 + .0020 of par amount over \$10 million
Amounts in excess of \$20 million	\$45,000 + .0010 of par amount over \$20 million
Refunding Bond Issues	Fee is 50% of the amount that would be calculated for a new money issue of the same par amount
MAXIMUM FEE is \$250,000 (including both new money and refunding portions of issue.)	

Multi-Family Housing Debt Issues

Par Amount of Bond Issue	Fee Calculation
First \$10 million	.0040 of par amount
Second \$10 million	\$40,000 + .0020 of par amount over \$10 million
Amounts in excess of \$20 million	\$60,000 + .0010 of par amount over \$20 million
Refunding Bond Issues	Fee is 50% of the amount that would be calculated for a new money issue of the same par amount
MAXIMUM FEE is \$250,000 (including both new money and refunding portions of issue.)	

Section 9. Sales Tax Exemption on Building Materials and/or Personal Property. The Governing Body may consider issuance of industrial revenue bonds for the sole purpose of enabling a project to obtain a sales tax exemption certificate on its building materials, taxable labor and/or personal property (with no real property tax abatement). This consideration may include many factors which may induce the City to issue such bonds. These factors include, but are not limited to, whether a project will result in the adaptive re-use of an underutilized property; whether a Project is included in a tax increment financing district (TIF) or community improvement district (CID); and whether the Project will bring significant capital investment to the City. The Governing Body may decline to consider issuance of bonds to obtain a sales tax exemption certificate on building materials, taxable labor and personal property for project costs of less than the minimum Investment Amount under Section 3. The Governing Body may adjust or waive the origination fees above for industrial revenue bonds issued solely for sales tax exemption.

Section 10. Authority of the Governing Body. The Governing Body reserves the right to deviate from this Policy, but not any procedural requirements of Kansas law, when it considers a Project to be of exceptional benefit to the City or extraordinary circumstances prevail such that the Governing Body believes such deviation is in the best interests of the City.

Section 11. Repeal. City Council Policy No. 116, “Policy Relating to the Issuance of Tax Abatements,” is hereby repealed.

Section 12. Effective Date. This Policy shall take effect on the 19 day of July 2023.



Mission Beverly Tax Abatement

City of Mission, Kansas

February 7, 2024

City Tax Calculation

	Actual	Estimated
	<u>Assess 2023 / Fiscal 2024</u>	<u>After Development</u>
Appraised Value	2,537,392	43,478,261
times Class Rate	25.0%	11.5%
Assessed Value	634,348	5,000,000
times Mission Mill Rate	1.855%	1.855%
Mission Property Taxes	11,769	92,750
times Percent Retained	100%	25%
Mission Retained Taxes	11,769	23,188

City Retained Taxes Over Time

	Est. Inflation in Value and/or City Mill Rate	Est. Mission Retained Taxes
Year 1	0.00%	23,188
Year 2	3.00%	23,883
Year 3	3.00%	24,600
Year 4	3.00%	25,338
Year 5	3.00%	26,098
Year 6	3.00%	26,881
Year 7	3.00%	27,687
Year 8	3.00%	28,518
Year 9	3.00%	29,373
Year 10	3.00%	30,254
Year 11	3.00%	124,648
Year 12	3.00%	128,388

Cost-Benefit Analysis Factors

- Relevant factors are project-specific, depending on the development components (e.g. residential, retail, hotel, entertainment) and size.
- For 100% residential projects, City benefit factors include:
 - ✓ Property taxes, payments in lieu of taxes (PILOT), utility revenues, and franchise fees generated from building
 - ✓ Sales taxes generated by new residents shopping locally
- Cost factors include:
 - ✓ Construction sales taxes exempted and property taxes abated
 - ✓ Estimated cost of providing City services to building and tenants

Comparing Public Entities

- Public entities will have a higher benefit-cost ratio and rate of return if they have the following, as compared to other entities:
 - ✓ Higher mill rate
 - ✓ Higher non-abated taxes (e.g. school capital outlay taxes)
 - ✓ Higher sales tax rate
 - ✓ Higher utility and/or franchise fees
 - ✓ Higher other sources of revenue (e.g. state funding per pupil)
 - ✓ Lower marginal cost of providing services to residents

Mission Beverly Cost-Benefit Analysis @ 75%

Taxing Entity	Benefit-to-Cost Ratio	Average ROI
City of Mission	1.61	6%
Johnson County	2.55	15%
USD 512	4.72	37%
JCCC	2.47	15%
County Parks	2.12	11%
County Library	1.87	9%
Fire District #2	1.89	3%
State of Kansas	1.34	3%

Finance & Administration Committee

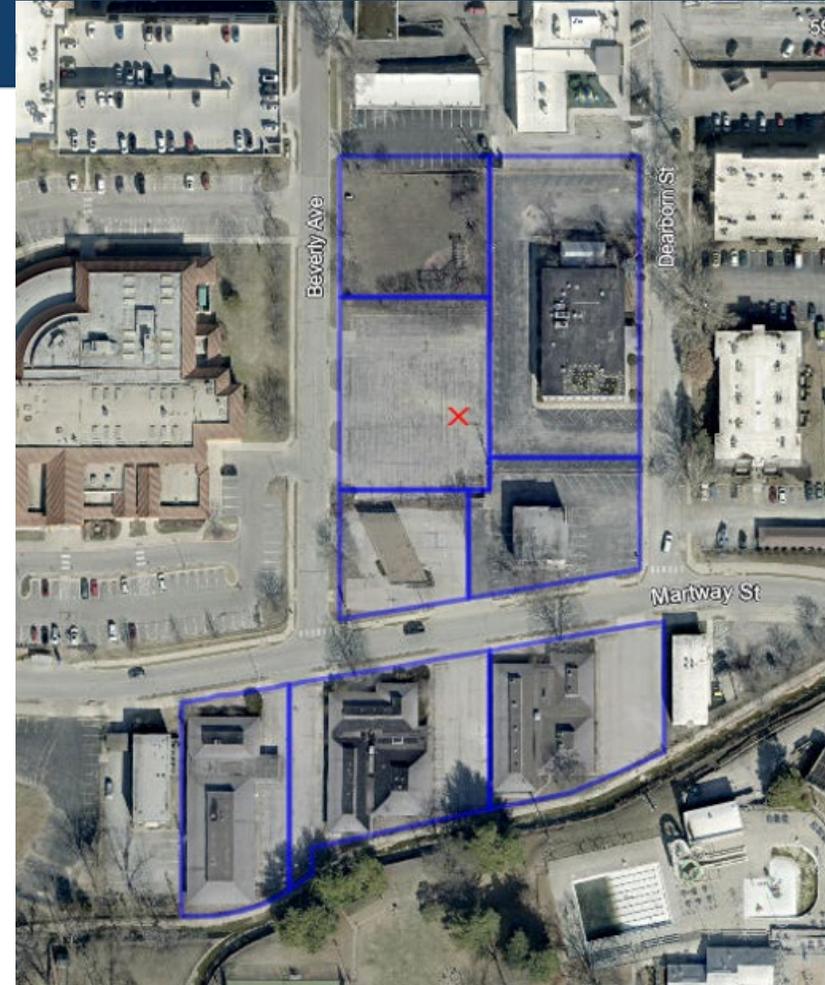
February 7, 2024

Mission & Beverly (Milhaus) Project



Factors Considered in Recommending Tax Abatement

- Local/Established Developer
- \$75+ million capital investment with proximity to downtown and other amenities
- Demonstrated gap in market return if no incentive provided
- Willingness and ability to assemble multiple parcels which are currently vacant or blighted
- Mission tax revenues double over existing even during the 10 year abatement period
- Allows for more development on south side of Martway to be more sensitive to neighborhood concerns raised in previous proposals
- Flood plain limitations required building on the south side of Martway to be linear, eliminating the ability to facilitate the "land swap" initially proposed
- Willingness to increase cash contribution from \$300,000 to \$500,000 to allow for potential expansion and enhancement of park/green space
- Commitment to Sustainable Building certification process (1 Globe under Green Globe rating system)
- Additional sustainability considerations incorporated into the project



Recommended Abatement Credits/Adjustments

Tax Abatement Allocation	
Baseline – Meets Policy Criteria	45%
Capital Investment Adjustment	15%
Target Area Adjustment	10%
Attainable Housing Adjustment	0%
Environmental Design Adjustment	2.5%
Community Benefit Adjustment	2.5%
Total Abatement Percentage	75%*

*Recommendation increased by 2.5% to account for increase in cash contribution



NSPJ ARCHITECTS 4 - PERSPECTIVE FROM MARTWAY ST. LOOKING EAST
MILHAUS, MISSION BEVERLY | MISSION, KS



NSPJ ARCHITECTS 3 - PERSPECTIVE FROM MARTWAY ST. LOOKING WEST
MILHAUS, MISSION BEVERLY | MISSION, KS



How can we address loss of greenspace?

- Designate current City-owned parcels adjacent to Rock Creek Trail as parks (total of 1.35 acres)
- Can be done with a Council Resolution, making disposal or reuse of these parcels subject to certain statutory notice and petition requirements
- Allows for designated parkland to more than triple in area when compared to existing Beverly Park size (.43 acres)
- Increased cash contribution allow for improvements identified through the Rock Creek Corridor Study to be "jumpstarted" and/or provides resources to secure additional greenspace
- Maintains greenspace in roughly same proximity to residents as exists with Beverly Park
- Maximizes investment in core of Mission (both with project investment and ability to improve/add greenspace)



Potential Next Steps

- Publish notice of Public Hearing on Tax Abatement for February 21, 2024 City Council meeting
- Publish required notice regarding potential disposition of Beverly Park (2 consecutive weeks)
- Conduct Public Hearing on Tax Abatement/Consider Ordinance granting Tax Abatement





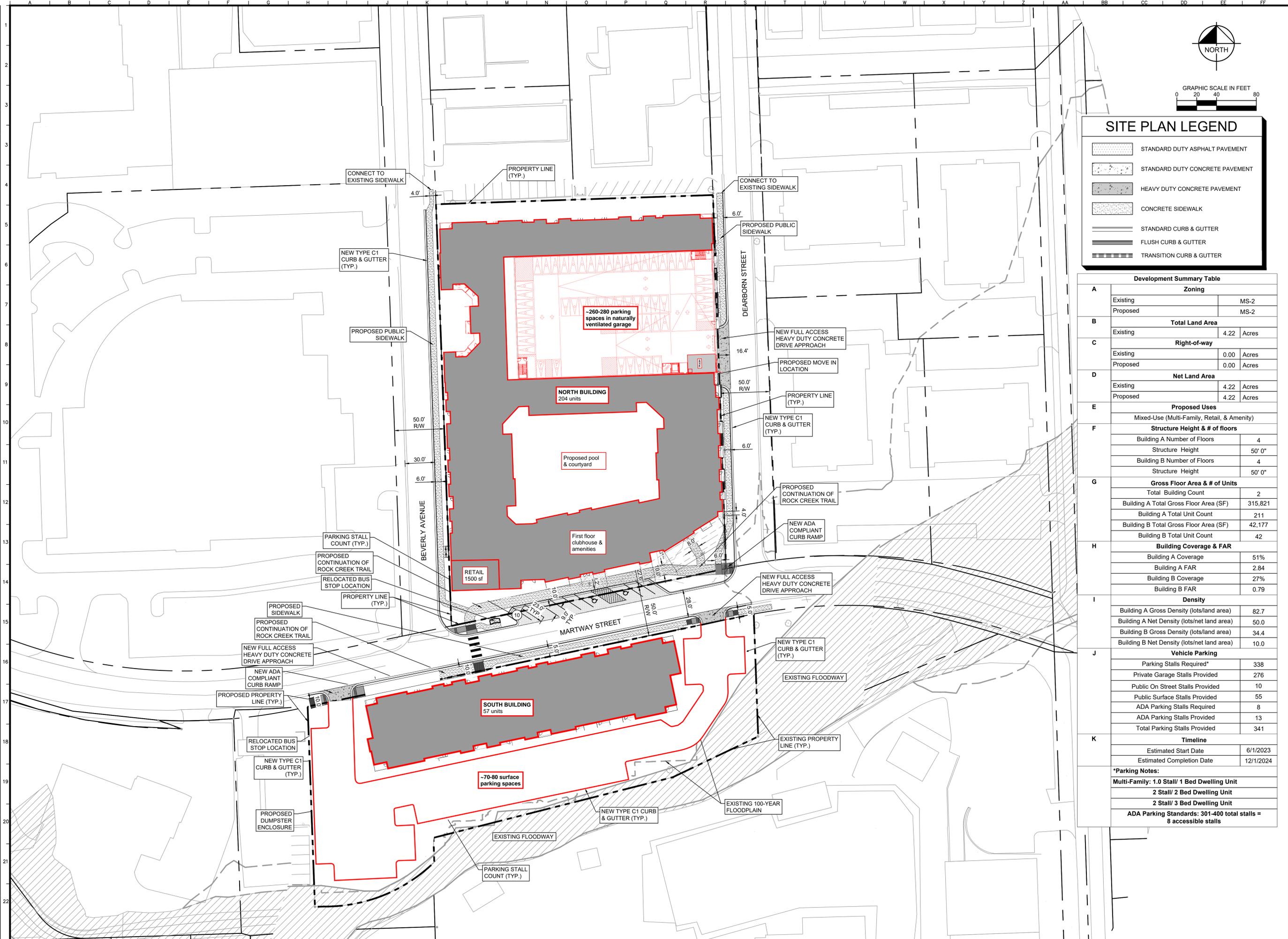




NSPJ



Drawing name: K:\VNC_DEVELOPMENT\268277001_Mission Beverly Mixed-Use\2 Design\PlanSheets\C1 - SITE PLAN.dwg
 Date: Mar 10, 2023 1:09pm
 Layout: 1
 Designer: Adam Bendick
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SITE PLAN LEGEND	
	STANDARD DUTY ASPHALT PAVEMENT
	STANDARD DUTY CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	CONCRETE SIDEWALK
	STANDARD CURB & GUTTER
	FLUSH CURB & GUTTER
	TRANSITION CURB & GUTTER

Development Summary Table		
A	Zoning	
	Existing	MS-2
	Proposed	MS-2
B	Total Land Area	
	Existing	4.22 Acres
C	Right-of-way	
	Existing	0.00 Acres
	Proposed	0.00 Acres
D	Net Land Area	
	Existing	4.22 Acres
	Proposed	4.22 Acres
E	Proposed Uses	
	Mixed-Use (Multi-Family, Retail, & Amenity)	
F	Structure Height & # of floors	
	Building A Number of Floors	4
	Structure Height	50' 0"
	Building B Number of Floors	4
	Structure Height	50' 0"
G	Gross Floor Area & # of Units	
	Total Building Count	2
	Building A Total Gross Floor Area (SF)	315,821
	Building A Total Unit Count	211
	Building B Total Gross Floor Area (SF)	42,177
	Building B Total Unit Count	42
H	Building Coverage & FAR	
	Building A Coverage	51%
	Building A FAR	2.84
	Building B Coverage	27%
	Building B FAR	0.79
I	Density	
	Building A Gross Density (lots/land area)	82.7
	Building A Net Density (lots/net land area)	50.0
	Building B Gross Density (lots/land area)	34.4
	Building B Net Density (lots/net land area)	10.0
J	Vehicle Parking	
	Parking Stalls Required*	338
	Private Garage Stalls Provided	276
	Public On Street Stalls Provided	10
	Public Surface Stalls Provided	55
	ADA Parking Stalls Required	8
	ADA Parking Stalls Provided	13
	Total Parking Stalls Provided	341
K	Timeline	
	Estimated Start Date	6/1/2023
	Estimated Completion Date	12/1/2024
*Parking Notes:		
Multi-Family: 1.0 Stall/ 1 Bed Dwelling Unit		
2 Stall/ 2 Bed Dwelling Unit		
2 Stall/ 3 Bed Dwelling Unit		
ADA Parking Standards: 301-400 total stalls = 8 accessible stalls		

NO. _____ REVISIONS _____ DATE _____	<p style="font-size: 8px;"> © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 806 PENNSYLVANIA AVENUE, SUITE 100 WWW.KIMLEY-HORN.COM PHONE: 816-625-0350 US GEOGRAPHIC NORTH ARBITRARY #481012 </p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">SCALE: AS NOTED</td> <td>DESIGNED BY: MP</td> </tr> <tr> <td style="text-align: center;">DRAWN BY: MP</td> <td>CHECKED BY: TW</td> </tr> </table> <div style="text-align: center; border: 1px solid black; padding: 5px; margin: 5px 0;"> PRELIMINARY NOT FOR CONSTRUCTION </div> <div style="text-align: center; background-color: #008000; color: white; padding: 10px; margin: 5px 0;"> </div> <div style="text-align: center; font-weight: bold; font-size: 1.2em; margin: 5px 0;"> SITE PLAN </div> <div style="text-align: center; font-weight: bold; font-size: 1.2em; margin: 5px 0;"> MISSION BEVERLY MIXED-USE MARTWAY ST & BEVERLY AVE MISSION, KS 66202 </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%;">ORIGINAL ISSUE:</td> <td>03-20-2023</td> </tr> <tr> <td>KHA PROJECT NO.</td> <td>268277001</td> </tr> <tr> <td>SHEET NUMBER</td> <td style="font-size: 1.5em; font-weight: bold;">C3</td> </tr> </table>	SCALE: AS NOTED	DESIGNED BY: MP	DRAWN BY: MP	CHECKED BY: TW	ORIGINAL ISSUE:	03-20-2023	KHA PROJECT NO.	268277001	SHEET NUMBER	C3
SCALE: AS NOTED	DESIGNED BY: MP											
DRAWN BY: MP	CHECKED BY: TW											
ORIGINAL ISSUE:	03-20-2023											
KHA PROJECT NO.	268277001											
SHEET NUMBER	C3											

City of Mission	Item Number:	7c.
ACTION ITEM SUMMARY	Date:	February 21, 2024
PARKS & RECREATION	From:	Penn Almoney

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

RE: Mohawk Playground Phase II

RECOMMENDATION: Approve a contract with Cunningham Recreation for Mohawk Park inclusive playground equipment partial order in an amount not to exceed \$583,020.40.

DETAILS: During the conceptual design process, the stakeholder group and the larger public were educated on Mission’s Communities for All Ages goals. An important consideration in all future park improvements, was making inclusive playgrounds a priority. Considerations for users with varying abilities (physical, mental, auditory and visual) were to be incorporated, along with Universal Design principles such as equitable use, flexibility in use, simple and intuitive use, perceptible information, tolerance for error, low physical effort, size and space for approach and use. These principles educated and enabled staff, stakeholders and the public, and formed the foundation of ensuring that Mission’s first inclusive playground exceeded the standard as well as expectations.

The existing design of the Mohawk Park playground does not meet the higher standard of ‘All Abilities’ or inclusive design. Great strides have been made in playground design and materials that significantly enhance the experience for all users. A universally designed, sensory-rich playground creates an environment that enables children to develop physically, socially and emotionally. In these environments, there is very little segregation based on ability or disability. These spaces create engaging areas that provide the optimal level of challenge and plentiful access points to help creativity thrive and abundant opportunities to succeed. Inclusive play areas have far-reaching benefits, not just for users but also for caregivers. They are also a welcome resource for parents with disabilities or aging caregivers who may want to interact with children on the amenities.

As the final design of Phase II improvement evolved, cost estimates for inclusive playgrounds began at \$600,000 for the play features alone, not including the poured in place rubber surfacing and shade systems. This exceeded initial budget projections and estimates by approximately \$200,000, and initiated staff to pursue discussions about addressing this gap through potential fundraising or grant funding opportunities.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$649,000

City of Mission	Item Number:	7c.
ACTION ITEM SUMMARY	Date:	February 21, 2024
PARKS & RECREATION	From:	Penn Almoney

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

Staff discussed the associated costs with Cunningham Recreation representatives along with the need to generate additional funding and was educated about a unique 'grant' program that Game Time runs each fall. City Council saw the value in saving \$216,744 by ordering some of the playground features in October 2023 and storing it at Mission Public Works prior to installation. This allowed the playground installation to proceed as planned. Staff is now ready to order the remaining play features along with the poured in place rubber, remaining shade sails and the corresponding installation costs. This will complete the playground order portion of Phase II and engage Cunningham Recreation as the contractor for this work. Mission was able to take advantage of an \$8,936.01 discount for the remaining freestanding amenities. The total remaining costs can be seen in the table below:

Freestanding Playground Features	\$157,164.80
Poured In Place Surfacing	\$205,235
Installation	\$220,620.60
TOTAL	\$583,020.40

The October 2023 order for the larger playground units and shade for \$226,428 and the remaining \$583,020.40 brings the total playground, shade and surfacing total to \$809,448.40. The estimated costs for all three components was \$875,000.00.

In addition to the Game Time grant savings, staff applied to the Land and Water Conservation Fund (LWCF) for a grant to fund the Phase II improvements at Mohawk Park for \$566,285. A LWCF coordinator was on site the last week of September 2023 to review the layout and improvement locations. The grant decision for Phase II is pending. A grant of approximately \$400,000 was secured from the LWCF for Phase I improvements.

Staff recommends approval of a contract with Cunningham Recreation for inclusive playground pieces, poured in place surfacing and installation in an amount not to exceed \$583,020.40.

This portion of the Mohawk Phase II Improvement project is approved in the 2024 CIP with funding coming from the Parks + Recreation Sales Tax Fund and 2022A Bond

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
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Action items require a vote to recommend the item to full City Council for further action.

proceeds. Installation is estimated for Summer 2024. Mission Public Works has agreed to store the playground equipment at their outdoor space south of the shop. According to Game Time, the equipment is wrapped and packaged so the outdoor elements will not damage it.

CFAA CONSIDERATIONS/IMPACTS: This work will help ensure that park patrons of all ages and abilities will be able to enjoy the playgrounds for many years to come. Playgrounds are an amenity that visually establishes a perception of the park and impacts children and families use. Parks and playgrounds provide social benefits by connecting people and neighborhoods. In addition, they serve as a physical and emotional release that builds strength and restores resiliency. Parents and guardians depend on safe and inviting playgrounds which allow their children the opportunity to explore without highly interactive supervision.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$649,000

Mohawk Park Mission, KS

Design • Build • PLAY!



Color Palette: Ocean | Purple HDPE

PROBABLE CONSTRUCTION COST OPINION

Preliminary

The amounts stated herein are our best estimate of probable construction costs based on current information. Because costs are influenced by market conditions, changes in project scope, and other factors beyond our control, we cannot ensure that actual construction costs will equal this cost opinion.

Mohawk Park - Phase II

Mission, Kansas

23093

9/13/2023

Project Summary		Remarks
Phase 2 - Description	\$ 1,806,754.56	
Total Anticipated Project Cost	\$ 1,806,754.56	

AC = acre (43,560 sf) / ALW = allowance / EA = each / LF = linear foot / LB = pound / LS = lump sum / MSF = 1,000 sf / SF = square foot / SY = square yard / TON = 2,000 pounds

Site Improvements

Demolition	Qty	Unit	Unit Cost	Item Total	Remarks
Wood Fence Demolition	370	LF	\$ 1.50	\$ 555.00	
Metal Fence Demolition	1,430	LF	\$ 1.50	\$ 2,145.00	
Vegetation Removal	1	LS	\$ 10,000.00	\$ 10,000.00	
Construction Fence	3,560	LF	\$ 16.00	\$ 56,960.00	
Silt Fence	1,964	LF	\$ 2.00	\$ 3,928.00	
Subtotal				\$ 73,588.00	

Site Amenities	Qty	Unit	Unit Cost	Item Total	Remarks
Grading & Earthwork	1	LS	\$ 75,000.00	\$ 75,000.00	
Concrete Walks	31,510	SF	\$ 7.00	\$ 220,570.00	
Asphalt Paving	248	SY	\$ 45.00	\$ 11,160.00	
Concrete Curb and Gutter	390	LF	\$ 22.00	\$ 8,580.00	
Basketball Court Surfacing	2261	SF	\$ 14.00	\$ 31,654.00	
Playground	1	LS	\$ 600,000.00	\$ 600,000.00	
Playground Surfacing	1	LS	\$ 125,000.00	\$ 125,000.00	
Shade Sails (Over Playground)	1	LS	\$ 100,000.00	\$ 100,000.00	
Benches	8	EA	\$ 1,500.00	\$ 12,000.00	
Trash Cans	1	EA	\$ 1,250.00	\$ 1,250.00	
Signage	1	LS	\$ 10,000.00	\$ 10,000.00	
Paint Striping	1	LS	\$ 5,000.00	\$ 5,000.00	
Subtotal				\$ 1,200,214.00	

Landscape Elements	Qty	Unit	Unit Cost	Item Total	Remarks
Overstory Trees	40	EA	\$ 500.00	\$ 20,000.00	
Understory Trees	18	EA	\$ 300.00	\$ 5,400.00	
Evergreen Trees	26	EA	\$ 300.00	\$ 7,800.00	
Turf Re-Seed	80,000	SF	\$ 0.20	\$ 16,000.00	
Native Grass	1	AC	\$ 13,000.00	\$ 13,000.00	
Subtotal				\$ 59,600.00	

Subtotal - Project Total		\$ 1,333,402.00
General Conditions	8%	\$ 106,672.16
Overhead and Profit	10%	\$ 133,340.20
Contingency	10%	\$ 133,340.20
Design and Engineering Fees		\$ 100,000.00
Total - Project Total		\$ 1,806,754.56



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

01/17/2024
 Quote #
 164948-02-03

Mohawk Park - Freestanding Updated

Mission Parks and Recreation
 Attn: Penn Almoney
 6649 Lamar Avenue
 Mission, KS 66202
 Phone: 913-722-8210
 Fax:913-722-8208
 palmoney@missionks.org

Ship to Zip 66202

Quantity	Part #	Description	Unit Price	Amount
1	81754	GameTime - Music Time [Accent:_____][Basic:_____][Roto Plastic:_____]	\$2,335.00	\$2,335.00
1	4677	GameTime - Melody Chimes [Accent:_____][Basic:_____][HDPE 2:_____]	\$7,931.00	\$7,931.00
1	4680	GameTime - Jazz Combo [Accent:_____][Basic:_____][HDPE 2:_____]	\$8,616.00	\$8,616.00
1	3259	GameTime - Concert Trio [Basic:_____][HDPE:_____]	\$6,019.00	\$6,019.00
1	6258	GameTime - Sensory Cove Climber - Triangle [Basic:_____][Roof:_____][Roof 2:_____]	\$3,356.00	\$3,356.00
1	6300	GameTime - Stargazer	\$2,619.00	\$2,619.00
1	0431LD	GameTime - F/S Custom Communication Board - 45 Symbols on Each Side	\$7,040.00	\$7,040.00
1	5979SP	GameTime - VistaTwist Tower 1 [Accent:_____][Basic:_____][Basic 2:_____][Netting:_____]	\$72,533.00	\$72,533.00
1	RDU	GameTime - PrimeTime Swings [Basic:_____] [RotoPlastic:_____]	\$6,551.00	\$6,551.00
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(1) 5128 -- Expression Swing 3 1/2" X 8'		
		(1) 8552 -- 3 1/2" Zero-G Chair (5-12)-Galv Chain		
		(2) 8910 -- Belt Seat 3 1/2"Od(8910)		
1	5208	GameTime - Saucer Swing (Galv) [Basic:_____][Roto Plastic:_____]	\$7,399.00	\$7,399.00
6	28009	GT-Site - 6' P/S Bench W/Back Inground [Basic:_____][Coated Site:_____]	\$1,025.00	\$6,150.00
3	QRI434	GT-Shade - HYU121208IG HYPERBOLIC UMB 12X12X8 [Basic:_____][Fabric 1:_____]	\$4,849.00	\$14,547.00
1	QRM459	GT-Shade - IS25253512 ISOSCELES SAIL 25X25X35X12 [Basic:_____][Fabric 1:_____]	\$11,981.00	\$11,981.00
Contract: OMNIA #2017001134			Sub Total	\$157,077.00
			Discount	(\$8,936.01)
			Freight	\$9,023.81
			Total	\$157,164.80



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

01/17/2024
Quote #
164948-02-03

Mohawk Park - Freestanding Updated

Comments

***MATERIALS ONLY:** Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

*Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

Vista Rope freight lead time: 12-18 weeks.

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 10-12 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

01/17/2024
Quote #
164948-02-03

Mohawk Park - Freestanding Updated

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$157,164.80**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



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 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

01/17/2024
 Quote #
 164948-03-02

Mohawk Park - Surfacing Updated

Mission Parks and Recreation
 Attn: Penn Almoney
 6649 Lamar Avenue
 Mission, KS 66202
 Phone: 913-722-8210
 Fax: 913-722-8208
 palmoney@missionks.org

Ship to Zip 66202

Quantity	Part #	Description	Unit Price	Amount
1	PIP	GT-Impax - Poured in Place Rubber Surfacing- <ul style="list-style-type: none"> 8,620 SF Surfacing Coverage Price includes materials, shipping, installation at standard wages, and trash removal. 2935 SF @ 5.25" Thick for 12' CFH 5685 SF @ 3.75" Thick for 8' CFH 50/50 Black/Standard Color: _____ Aromatic binder included. Selected colors may amber. Includes 4-Square & Hopscotch graphics 5 year standard warranty Subbase provided by others Site security by others. 	\$205,235.00	\$205,235.00
Contract: OMNIA #2017001134			Sub Total	\$205,235.00
			Total	\$205,235.00

Comments

***INSTALLATION:** Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

*Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.



GameTime c/o Cunningham Recreation
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Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

01/17/2024
Quote #
164948-03-02

Mohawk Park - Surfacing Updated

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 10-12 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



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Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

01/17/2024
Quote #
164948-03-02

Mohawk Park - Surfacing Updated

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$205,235.00**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

01/22/2024
 Quote #
 164948-04-02

Mohawk Park - Installation

Mission Parks and Recreation
 Attn: Penn Almoney
 6649 Lamar Avenue
 Mission, KS 66202
 Phone: 913-722-8210
 Fax:913-722-8208
 palmoney@missionks.org

Ship to Zip 66202

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	MISC - Installation of Units- (2) Units Included in Quote 164948-01-03	\$128,615.00	\$128,615.00
1	INSTALL	MISC - Installation of Freestanding Equipment Above	\$10,365.00	\$10,365.00
1	INSTALL	MISC - Installation of VistaTwist Tower 1	\$22,390.00	\$22,390.00
1	INSTALL	MISC - Installation of Swings Above	\$3,700.00	\$3,700.00
6	INSTALL	MISC - Installation of Benches Above	\$310.00	\$1,860.00
3	INSTALL	MISC - Installation of Single Post Shades Above	\$2,040.00	\$6,120.00
1	INSTALL	MISC - Installation of Shade Above- To be installed over 2-5 unit included in quote 164948-01-03	\$4,015.00	\$4,015.00
8620	INSTALL	MISC - Supply/Install 4" Stone Base for PIP	\$4.63	\$39,910.60
1	INSTALL	MISC - Drainage	\$2,160.00	\$2,160.00
1	INSTALL	MISC - Ancillary Services - Final grade work, Seed/Straw Disturbed Areas	\$1,485.00	\$1,485.00
Contract: OMNIA #2017001134			Sub Total	\$220,620.60
			Total	\$220,620.60

Comments

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01/22/2024
Quote #
164948-04-02

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01/22/2024
Quote #
164948-04-02

Mohawk Park - Installation

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$220,620.60**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

City of Mission	Item Number:	7d.
ACTION ITEM SUMMARY	Date:	February 21, 2024
Parks + Recreation	From:	Penn Almoney

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

RE: Solar Picnic Table Water Works Park

RECOMMENDATION: Approve the purchase of one solar picnic table as part of Water Works Park improvements in an amount not to exceed \$20,015.

DETAILS: The 2024 Water Works Park Improvement Project is officially underway with improvements that include:

- Shelter to accommodate 50+
- Two ADA accessible restrooms
- 10-foot-wide sidewalk/trail connections
- All-abilities playground/ amenities, shade system and rubber surfacing
- Water fountain/ bottle filler
- Trash and recycling receptacles
- Benches and picnic tables
- Landscaping
- New parking lot along 53rd Street
- Bike racks, EV charging port
- Educational sign boards

Purchase of the solar picnic table was carved out from the general contractor's scope of work with the hope of eliminating any "middleman markup" and finding the best product for the best price. Staff studied advances in manufacturing and sustainable inputs and considered the following when determining the appropriate solution with the best long-term value for Mission's park system:

- Table and panels meet outdoor temperature, weather and use extremes
- Standard design/style that can easily be made ADA accessible
- Powder coated steel and pre-wired
- Sustainable production
- 25-year warranty; 5-year warranty on electronics/wiring
- Rated to 1,000 lbs

Staff solicited bids from the two companies that have regional installations which include universities, libraries and business parks/corporate campuses. Their

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$20,000

City of Mission	Item Number:	7d.
ACTION ITEM SUMMARY	Date:	February 21, 2024
Parks + Recreation	From:	Penn Almoney

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

sustainability, warranty and commercial weight rating (1,000 lbs.) standards are industry leaders. Sunbolt and Lumos both submitted bids with Sunbolt determined to be the lowest and most responsive bidder as shown in the table below:

Solar Picnic Table	Bid	Shipping	Total Bid
Stantec Estimate	\$18,000	\$2,000	\$20,000
Sunbolt	\$18,450	\$1,265	\$19,715
Lumos	\$20,850	\$2,500	\$23,350

There may be shipping increases on the horizon due to seasonal demand, so staff recommends increasing the amount budgeted for shipping by \$300 if it is needed. Staff recommends the purchase of one solar picnic table from Sunbolt in an amount not to exceed \$20,015 to be paid from the Parks + Recreation Sales Tax Fund.

Manufacturing and delivery takes 10-12 weeks with anticipated arrival in late May or early June 2024.

CFAA CONSIDERATIONS/IMPACTS: The project includes improvements to park amenities and sidewalks to promote mobility and provide infrastructure that maximizes use and safety for all users, including sidewalk/ADA ramp improvements.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$20,000



725 County Line Road Unit H
Huntingdon Valley, PA United States 19006

Quote

Quote #: Q 2539

Bill To	Ship To	Date	Jan 31, 2024
Penn Almoney City of Mission, KS	Water Works Park - City of Mission, KS	Valid Through	Mar 1, 2024
		Sunbolt Contact	Vanessa Branco

Item & Description	List Price	Qty	Amount
Workstation - CampusXL with Ipe Wood 1.3 kW Solar Array; 200 Ah Battery Bank; (1) GFCI; (2) 120V Outlets; (12) 12V-USB Outlets; (2) Qi Wireless Chargers; Ipe Natural Wood Table and Bench Tops; Custom Powder Coat Color TBD	\$ 18,450.00	1	\$ 18,450.00
Shipping	\$ 1,265.00	1	\$ 1,265.00
	Sales Tax		\$ 0.00
Grand Total			\$ 19,715.00

Terms & Conditions

Pricing Assumptions and Terms

- Customer will provide installation services.
- All product pricing detailed in the table above is valid for 30 days from the date of this Quote. The shipping estimate is based on our lowest-price shipping method at the time. The actual shipping cost will be calculated closer to the ship date at which time it may be more or less than this estimate. The final invoice will reflect any freight adjustment for the actual cost.
- A deposit of 50% of the total purchase price is due upon receipt of Customer Purchase Order or Signed Sales Order to secure a final production date.
- The final balance is due upon delivery, net 15 days from date of receipt of invoice.
- Unpaid balance shall accrue interest at the rate of the greater of (i) 10%, or (ii) the highest rate allowable under the laws of the Commonwealth of Pennsylvania and the Customer shall be responsible for all costs of collection.
- * A 3% convenience fee will be assessed to each payment made using a Credit Card and will be added to the invoice prior to payment authorization.

Warranties

- Warranties for structure and components are included in the Installations and Operations Manual.
- Sunbolt is not responsible for any damage related to subsequent product alterations, misuse, or abuse once received by Customer. Component manufacturers reserve the right to change their warranty terms.

Additional Terms

- This Quote shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, and the parties hereto hereby consent to the in personam jurisdiction of the Commonwealth of Pennsylvania and the arbitration noted below in connection with all matters relating to the Quote.
- In the event that a dispute arises between the parties in connection with this Quote, the parties hereto agree that said dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, with the arbitration to be held in Montgomery County, Pennsylvania. The parties shall each bear their costs of the arbitration; provided, however, that the prevailing party shall be entitled to reimbursement of its costs of the arbitration, including arbitration fees and reasonable attorneys' fees, from the non-prevailing party.
- With regard to any dispute that arises between the parties under this Quote, the liability of SUNBOLT hereunder shall be limited to the total price to be paid by the Customer for the products and services being furnished to the Customer under this Quote and in no event, shall Customer be entitled to consequential, special or punitive damages or lost profits.



SOLAR. WORK. STATION.

The CampusXL is a fully engineered true off-grid solar powered charging station integrated into an innovative 3/16" structural steel package. With the highest solar power capacity of any charging station on the market – this workstation is extremely robust and resilient to all weather conditions.

OVERVIEW

- A highly reliable, long endurance solar powered charging station
- A powerful 1kW DC solar array and 225 amp hour gel cell battery
- Architectural design, and a fully engineered commercial grade structure
- Supports up to 75-150 hand held mobile device charges/day (typical use)
- Supports charging for tablets, laptops, cameras, and other electronic devices
- True off-grid solar power design that delivers dependable year round charging power even in worst case weather conditions
- Optimized system design includes high quality UL listed solar power components for safe and trouble-free performance
- Attractive non-glare LED table top lighting system for nighttime use
- 90mph wind speed rated self-ballasted structural steel construction
- Low maintenance with a ten to twenty year expected service life
- ADA compliant design
- Seats four comfortably with room for additional seating



120V and USB Outlets



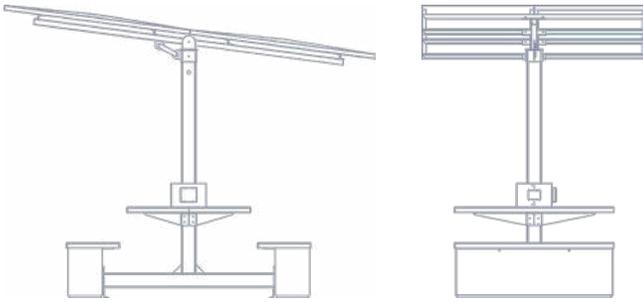
ADA Compliant



Powerful Solar Array

BENEFITS

- Reduces carbon footprint
- A high-visibility green symbol with tangible benefits for your community
- Provides off-grid electronic device power in a convenient and attractive way
- Provides continuous electronic device charging even during extended grid power outages
- Complements a wide range of landscapes and architectural aesthetics
- A green infrastructure problem solver for any outdoor public space; improves traffic flow and attracts positive interaction
- Connects users to the value of green power and your organization's concrete commitment to sustainability



DIMENSIONS

- Canopy height: 8' 3 1/2" (high side)
- Canopy head clearance height: 6' 11 3/4" (low side)
- Bench seat: 14 1/2" W x 4'6" L
- Table top: 40" W x 4'6" L
- Overall footprint: 78 3/4" W x 131 5/8" L (including solar canopy)
- Bench & table footprint: 78 3/4" W x 131 5/8" L

STRUCTURE

- 100% powder coated structural steel
 - ASTM A-500 Grade B structural steel: horizontal tube, vertical tube, and solar canopy supporting tube; thickness: 3/16"
 - ASTM A-36 structural steel: bench enclosures, miscellaneous supporting components; thickness: 3/16"
 - A1011 CS Type B steel sheet: bench enclosure access panel; thickness: 1/8"
- Wood table & bench tops: ipe and perforated steel
- Wind speed rating: 90 mph self-ballasted (no surface attachment required)
- Durable industrial strength construction with easy to clean surfaces
- Seats four comfortably with a minimum 24" centerline distance between any two parallel seats
- Total weight: 1,580 lbs (including electrical components and concrete ballast block)

MONITORING & METERING

- User monitoring/meter: MidNite Solar battery capacity meter
- Includes RM2 meter systems for current parameters
- Optional upgrade for comprehensive charge controller monitoring and control via ethernet port and manufacturer's web portal
- Customized external ethernet port available

SECURITY

- Robust ballast mount system minimizes movement
- Additional "anti-vandal" surface attachment options
- Robust, heavy gauge steel components; inherently vandal-proof
- Tamper resistant hardware and fasteners

WARRANTY

- One year warranty on installation
- Twenty-five year warranty on solar panel power output
- See individual component warranties

1. PV Array Daily Energy Production with average irradiance for Philadelphia, PA in June.
 2. Consultation with a tax advisor recommended.
 3. http://www.dsireusa.org/incentives/incentive.cfm?Incentive_Code=US02F
 4. http://www.dsireusa.org/incentives/incentive.cfm?Incentive_Code=US06F

SOLAR CHARGING SYSTEM

- Solar array capacity: 1kW DC
- Four 120V traditional electrical receptacles
- Eight USB charging ports
- Battery: 225 amp-hour sealed gel valve regulated lead acid (VRLA)
- Battery bank voltage: 12.0 volts DC
- Inverter: Morningstar SureSine300
- Charge controller: Morningstar TS-MPPT- 45 (maximum power point tracking)
- Battery replacement cycle: five years/1000 cycles (typical)
- All electrical and structural steel components bonded to NEC compliant earth grounding electrode (ground rod)

SOLAR POWER SYSTEM

- Design autonomy: three days
- Design depth of discharge: 50%
- Daily energy production: 3,800Wh¹
- Design location: Philadelphia, PA

OPTIONS

- Table and bench top material and colors
- Wide range of steel powder coat colors
- User logos or advertiser/sponsor branding
- Plug load monitoring system⁵

- Ask us about quantity discounts
- Sunbolt qualifies for a 30% Federal Business Energy Investment Tax Credit (ITC) for tax paying individuals^{2,3}
- Sunbolt qualifies for Federal MACR accelerated depreciation for a tax paying business entity⁴
- Financing available

City of Mission	Item Number:	7e.
ACTION ITEM SUMMARY	Date:	February 21, 2024
Public Works	From:	Brent Morton

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

RE: Johnson Drive Phase II (Metcalf to Lamar) Design Services

RECOMMENDATION: Approve a task order with Olsson for engineering services for design work associated with the Johnson Drive Phase II (Metcalf to Lamar) project in an amount not to exceed \$862,210.00

DETAILS: The Johnson Drive Phase II project (Metcalf to Lamar) is included in the City's Capital Improvement Program (CIP) and 5-year CARS Program for construction in 2026 at an estimated cost of \$12,609,901. The scope of work includes full depth pavement reconstruction, sidewalk and retaining walls, stormwater improvements, traffic signal buyout and replacement of streetlights, installation of a HAWK pedestrian signal at Riggs and various streetscape improvements.

The stormwater and sidewalk improvements will require the City to acquire easements or additional right-of-way. Survey work to determine the necessary easements and right-of-way was authorized as a separate Task Order in 2023 (\$75,000). Once the survey work is complete, the acquisition of the additional right-of-way and easements will be handled by an outside appraiser/consultant in 2025 due to the Federal requirements and guidelines associated with this project.

In May 2023, the Mission Johnson Drive Rehabilitation project was programmed through MARC-STP for 2026 construction with funds at 80/20 for construction and construction inspection up to the maximum of \$6,000,000. Due to the timeline provided through the Kansas Department of Transportation, The City is required to have a design contract executed no later the April 1, 2024, to keep this project on track to advertise for bids in December 2025. The attached task order with Olsson includes design services for the roadway and stormwater infrastructure. The design services also include utility coordination, project management, public engagement and bid and construction phase services.

The construction costs of the project will exceed what the city can cash flow in any given year, and staff will be bringing financing options forward at a later date for Council consideration, including proposals to secure additional outside funding.

CFAA CONSIDERATIONS/IMPACTS: The project includes improvements to street and sidewalks to promote mobility and provide infrastructure that maximizes use and safety for all users.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	Capital Improvement Fund
Available Budget:	\$875,000

Exhibit "A" – Task Order

TASK ORDER: Johnson Drive – Metcalf to Lamar

This Task Order is made as of this _____ day of _____ 20____, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated January 1, 2019 (the Agreement), between the City of Mission, Kansas (Owner) and OLSSON. This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

This task order is related to providing design services (plans and specifications) for the street reconstruction of Johnson Drive – from Metcalf to Lamar.

Section A. - Scope of Services

A.1. OLSSON shall perform the following Services as outlined in **EXHIBIT C "Scope of Services"**

Section B. - Schedule

OLSSON shall perform the Services and deliver the related Documents starting in September 2023 and ending in November 2026.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to OLSSON the estimated amount of \$862,210.00, payable according to the following terms:

Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in Item C.2. Olsson's Services will be provided on a time and expense basis. Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

C.2. Owner shall pay to OLSSON in accordance with the Schedule of Fees described in Exhibit B attached to the Master Agreement for Professional Services. Adjustments to the above Schedule of Fees will be presented to the Owner annually for approval.

Section D. - Owner's Responsibilities Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of OLSSON. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF, the Owner and OLSSON have executed this task order.

City of Mission, Kansas (Owner)

By: _____

Name: _____

Title: _____

Date: _____

OLSSON

By: Paul B. Moore

Name: Paul B. Moore, P.E.

Title: Vice President

Date: 01/25/2024

Exhibit “C” – SCOPE OF SERVICES:

JOHNSON DRIVE – METCALF TO LAMAR ROADWAY RECONSTRUCTION

Mission, Kansas

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES:

This project includes preparation of design documents and project specifications for the design of a four-lane curb and gutter roadway reconstruction and associated turn lanes, storm sewer, sidewalks, and infrastructure for Johnson Drive, Metcalf to Lamar. In addition, restoration, landscaping plans, phased traffic control and construction phasing plans will be provided. Supporting services will be provided including surveying, geotechnical services, Landscape Architecture, permitting, and public involvement. The plans will follow KDOT Local Projects requirements as they will be administering the STP funding for the project. The schedule will also follow Local Projects procedures.

The project will be one bid package that will be slated for construction in by or before early 2026. The schedule will be in accordance with all Kansas Department of Transportation (KDOT) specifications and Mid America Regional Council’s (MARC) funding cycles.

GENERAL DESIGN REQUIREMENTS

All plan development stages shall be completed no later than the current project schedule’s due dates, exclusive of delays beyond the consultant’s control.

The Consultant shall design the Project in conformity with the following: A Policy on Geometric Design of Highways and Streets (AASHTO Green Book) 2018, the current version of the Road Design Manual, Volume I, Road Section, Part C, KDOT, the current version of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Roadside Design Guide (AASHTO), ADA guidelines and standards (various publications including PROWAG and ADAAG, United States Access Board, current addition), the current version of the Basehor Design Manual and Technical Specifications for Public and Private Improvement Projects, The Kansas City Metropolitan APWA Standard Specifications and Design Criteria Section 5600, Storm Drainage Systems & Facilities, the Manual of Best Management Practices for Stormwater Quality (MARC and APWA 2012), and the current version of the AASHTO Guide to Bicycle Facilities.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Geological investigations or studies shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies. Rights of way descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions.

SCOPE OF SERVICES

Task I. Geotechnical Investigation

1.01 Geotechnical Investigation

Field Exploration

- A. Olsson to contact Kansas One Call to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections.
- B. All boring locations must be readily accessible. Any fees resulting from the use of mud-matting or clearing operations to achieve access to boring locations is Owner's responsibility and not included in this scope of work. Olsson cannot perform field work until access to boring locations is satisfactory to Olsson.
- C. Drilling and Cone Penetration Testing equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems. Olsson will not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. The Owner accepts full responsibility for site disturbance.
- D. Traffic control, city right-of-way occupation permitting, street use permitting, etc. may be necessary to complete the field exploration. Coordination time for these services is included in this proposal. Traffic control will be performed by others. The fee for these services is included as a line item in this proposal.
- E. We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:
 - 1. Ten (6) soil test borings to a depth of 15 feet eachThe soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 90 linear feet.
- F. A pavement core sample will be obtained at each location. Split spoon and thin-walled samples shall be collected from the soil test borings.
- G. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
- H. After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavements, as necessary.

Laboratory Services

- A. At our laboratory, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on representative portions of selected Shelby tube samples. Moisture content tests will be performed on all samples. Atterberg limits tests will also be performed upon representative samples of typical subsurface conditions encountered across this site.

Engineering Analysis and Report

- A. A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field

and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site. In addition, the report will present our opinions and recommendations regarding the following items:

1. Generalized geotechnical site preparation concerns addressing fill subgrade preparation, earthwork placement, fill compaction criteria, excavatability of any bedrock, and suitability of on-site materials for use as structural fill.
2. Generalized subsurface drainage requirements for fill and the reconstructed pavement.
3. Pavement subgrade preparation in conjunction with city specifications or an alternative method.
4. Pavement section thicknesses in conjunction with city specifications or an alternative method.

Task II. Preliminary Design (60%)

2.01 Data Collection – The Consultant will provide the following services:

- A. Develop design criteria for the roadway and storm sewer. Provide Design Criteria Memo to be reviewed at the predesign meeting.
- B. Compile photos of the area
- C. Develop project schedule

2.02 Develop preliminary plans 60%:

- A. Cover sheet
- B. General notes
- C. General layout
- D. Alignment layout sheet
 1. Includes horizontal and vertical control information
 2. Alignment tables
- E. Demo sheets
- F. Typical sections
- G. Plan and profile sheets
 1. Plan scale 1" = 20'
 2. Profile scale H = 1" = 20' V = 1" = 5'
- H. Subsurface drainage design
 1. Hydraulic grade calculations
 2. Storm pipe profiles
- I. Surface drainage design
 1. Drainage area map

- 2. Pavement spread calculations
- 3. Pipe and structure hydrologic and hydraulic design
- J. Length of tapers and storage lanes for turn lanes
- K. Side road profiles (assume 8) and driveway details and elevations (assume 26)
- L. Intersection layouts
- M. Curb return profiles
- N. Sidewalk ADA ramp layout (assume 66)
- O. Integral Sidewalk Retaining wall design. Layout and profile of top of bottom of wall included. (Assume 14 walls)
- P. Provide cross-sections every 25 feet derived from a proposed surface model created for the project
- Q. Define right of way and easement limits
- R. Public meeting exhibits curb return
- S. Check sight distance at all intersections and driveways
- T. Culvert layout and profile (two locations)
- U. Preliminary pavement marking and signing plans
 - 1. Layout pavement markings and signing complying with the MUTCD and applicable City of Mission Standards
- V. Preliminary traffic signal and HAWK layout
 - 1. Layout traffic signal (Johnson Dr. & Barkley) and one HAWK signal (exact location to be determined): poles, pull boxes, conduit, cabinet, etc. per City standards.
- W. Preliminary street lighting plans
 - 1. Define design parameters.
 - 2. Photometric design will be completed for the corridor will consider roadway, sidewalk, and intersections to be lit to applicable criteria. Decorative LED streetlights that match existing streetlights along the corridor will be used for design.
 - 3. Layout streetlights and controller locations with coordination with the City and Evergy.
- X. Preliminary construction sequencing
 - 1. Layout of construction sequences required to complete project. A plan sheet will be developed showing the phases hatched out to show how the project can be constructed.
- Y. Stormwater BMP Evaluation and Preliminary Design
 - 1. Based on the concept project layout and available right-of-way, potential stormwater BMP locations will be identified. BMPs will be evaluated on the initial construction cost, the magnitude and extents of the facilities required, and the associated long-term maintenance cost and level of effort for city staff. Concept

exhibits of the recommended BMP locations that meet the intent of the city's goal to incorporate BMPs into this project will be prepared and submitted to the city for review and discussion. Following clear direction from the city on the selection and location, the BMPs will be moved forward into design and included in the preliminary plans.

Z. Preliminary landscape plan

1. Olsson will assemble base maps from existing plans for use in public engagement meetings and development of preliminary design. Site analysis will be used to identify opportunities for location of pedestrian and bicyclist amenities such as benches and bicycle racks, street trees and BMPs, and for conducting a site inventory to identify properties with existing irrigation along the corridor.
2. Based on existing plans Olsson shall prepare a preliminary design plan focused on overall landscape enhancement, appropriateness of materials / massing, contextual fit, themes, and reinforcement of pedestrian scale throughout the site, including pedestrian and bicyclist amenities, landscape and BMP areas along the streetscape.
3. Olsson will prepare preliminary site landscape and amenity plans and existing irrigation plans. Preliminary landscape plans will identify locations, sizes, and types of major components, and existing irrigation plans will identify irrigation systems that will be affected by project construction. Olsson will prepare the following preliminary plans:
 - a. Landscape and amenity plan including plant masses and individual overstory, understory, and groundcover materials; and will include a preliminary planting schedule indicating suitable species and sizes. BMP design within the landscape plans will be guided by feedback from the BMP evaluation and will serve as a basis for the overall landscape scheme for the streetscape. The plan shall also develop preliminary design of amenity areas and features and begin to detail amenity elements to a level of detail for preliminary engineering and opinion of probable cost estimating purposes. Amenities include site furnishings such as benches, bicycle racks, and litter receptacles.
 - b. Existing irrigation plan identifying areas of existing irrigation within properties that will be affected by project construction.

AA. 3-Dimensional Model and Presentation Graphics

1. Olsson will develop 3Dimensional modeling of project area. The model will be updated based on feedback from preliminary design plan review for use during presentations and public meetings. Olsson will provide perspective images of key locations and fly through video. Olsson will also develop an

illustrative site plan of the streetscape and compile improvements into a color rendered plan.

- 2.03** Submit two (2) full-size sets of preliminary plans (paper) as well as a PDF copy to City for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.
- 2.04** Preliminary cost estimate shall be furnished based on standardized itemized units of work and the experience and qualifications of Olsson's judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
- 2.05** Utility coordination throughout the design process. This includes the following:
 - 1. Send notification letters to all utilities.
 - 2. Submit FC plans to utilities with utility lines in color
 - 3. Identify conflicts and develop relocation solutions that help all utilities that need to relocate have a space to do it
 - 4. Determine utilities that need potholes
 - 5. Email and phone correspondence with utilities
 - 6. Provide electronic base maps to all utilities for their use in developing relocation plans
 - 7. Create and maintain utility conflict form (KDOT 1304). The form documents the known utility conflicts and shows what dates they are anticipated to be relocated. This form will be available for KDOT prior to plans being processed for PS&E.
 - 8. Submit one (1) full-size set of preliminary plans to each utility company for preparation of relocation along with a PDF copy
 - 9. Request utility companies provide schedule for relocation in order to be done prior to bidding

2.06 Permitting

- A. Prepare the necessary plans and application for permit submission to and approval of:
 - 1. KDHE NOI

Task III Final Design (90%)

- 3.01** Prepare detailed plans and specifications: Address Field Check comments from the city and KDOT.
 - A. Typical sections
 - B. Drainage design

1. Drainage area maps
 2. Pavement spread calculations
 3. Inlet calculations
- C. Plan and profile sheets (scale as stated in preliminary design)
- D. Intersection details
- E. Curb return information
- F. Sidewalk ramp locations designed for ADA compliance including spot elevations (assume 66)
- G. Final retaining wall plans and profiles
- H. Driveway and side road profiles as needed (assume 26 entrances and 8 side roads)
- I. Final demo plans
- J. Compile necessary standard details
- K. Final pavement marking and signing plans
- L. Final traffic signal and HAWK signal plans
- M. Final streetlighting plans
- N. Final phasing and traffic control plans
1. Phase layouts based on construction sequencing plans. Plans anticipated to accommodate two phases of traffic and sign a pedestrian detour for each phase. Layouts will comply with the MUTCD and City of Mission Standards.
 2. Coordinate with City of Overland Park as traffic control will stretch into Overland Park.
- O. Final BMP design
1. The preliminary BMP design will be updated to address any city comments and incorporated into the final design plans.
- P. Final landscape and amenity plans
1. Olsson will prepare final landscape plans for bidding and construction of the proposed design plan elements, based on approved preliminary landscape plans. Olsson will prepare the following final landscape plans and necessary specifications for the following improvements.
 - a. 3D Model shall be updated based on feedback from preliminary design phase. Revisions of 3D model after preliminary design phase feedback are not included and shall be considered additional services.
 - b. Landscape and Amenity Plans - Olsson will prepare landscape and amenity construction documents identifying location, species and variety, quantity, planting sizes, and any special requirements or

conditions for plant materials within landscape beds, BMPs, and areas of seed or sod. Final landscape planting details are also included. The landscape plans will be prepared at a scale of 1-inch = 30-feet minimum. Landscape construction specifications are also included.

- c. Existing Irrigation Plans – Olsson will prepare existing irrigation plans for use by the city’s contractor to repair existing irrigation systems that will be affected by project construction.

Q. Existing and proposed right-of-way limits

R. Final cross sections every 25 feet

S. Erosion control plan sheets for contractor to mark up when developing their SWPPP document.

T. Develop final quantity recapitulation of bid items including break out tables for each bid item

3.02 Utility coordination plan during final design the Consultant shall prepare a utility coordination plan that would include gathering the proposed relocation plans for all utility companies involved with the project and graphically inputting the information into one plan to assist in determining potential conflicts. Electronic base files will be available in AutoCAD for utilities to design from.

3.03 Utility Relocation Observation and Verification. This task includes providing onsite inspection of utilities that are relocating underground facilities the cross proposed storm sewer and sanitary sewer.

A. An inspector will be present during the relocation of an underground utility when they are working in a location that will be a crossing of the proposed storm or sanitary sewer. Once the new utility is installed an elevation will be shot to verify that the utility was placed deep enough to avoid the proposed storm or sanitary sewer. This service will only be provided at conflict points with proposed storm or sanitary sewer and not for the rest of a given utilities relocation. The exact number of conflicts are not known at this time. Therefore, a \$17,125 budget will be established with this contract. If additional budget is required, then a supplemental agreement can be agreed to cover this effort.

B. Surveyors will establish hubs near each conflict location in order to provide a means to check elevation requirements for the relocated utility.

C. Olsson is providing a verification of a utility’s relocation at critical locations relative to proposed storm locations. Olsson does not accept responsibility for the placement of the relocated utility or for the contractor if they harm the utility when re-exposing it to install the new sewer. Olsson is not responsible for unforeseen construction issues

that may cause a deviation from the planned location of the proposed storm or sanitary sewer.

- 3.04** Provide a detailed opinion of probable cost (including appropriate contingency)
- 3.05** Provide office check plans to the City & KDOT
- 3.06** Upon receipt of City comments on office check submittal, make necessary modifications and submit final PDF plans
- 3.07** Provide plan modifications based on 100% review comments received from City & KDOT
- 3.08** Submit PS&E Plans to City & KDOT
- 3.09** Provide plan modifications based on PS&E comments from KDOT.
- 3.10** At the completion of the bid process, furnish to the City the CAD drawings of the project in AutoCAD format for the City's future use. The record contract documents for the project will be the original sealed drawings.
- 3.11** Develop project special provisions for contract documents. Olsson will prepare special provisions to the specs as needed.

Task IV. Project Meetings & Project Management

4.01 Meetings

- A. Attend pre-design meeting
- B. Coordination meetings with the city by phone
- C. Field check to be performed with representatives of the City and KDOT, at the project site with appropriate detailed plan.
- D. Utility coordination meetings (assume 3)

4.02 Project Management

- A. Coordination with City & KDOT
- B. Filling out and submitting KDOT 1307 form (list of permits)
- C. Filling out and submitting KDOT 1306 form (list of ROW and Easements)
- D. Monitor scope, schedule, and fee
- E. QAQC Ensure the Olsson QAQC procedures are being followed at all milestones

4.03. Public Engagement

- A. Public Engagement Management. Olsson will actively manage the public engagement process by coordinating with Client via emails, phone calls, and meetings. Olsson will manage the timing of public engagement events and communicate upcoming events and deadlines with Client on a weekly basis, as part of the weekly progress reports. Client shall designate public engagement contact person(s) for Olsson

public engagement team members to coordinate with. Olsson will prepare all public engagement materials, detailed as follows.

B. Project Outreach and Marketing

1. Project Branding Plan – Olsson will prepare a Project branding plan that details logo, colors, fonts, and theming for Project, to be integrated into all print and digital materials, with Client’s final approval. Olsson will host one (1) branding meeting with Client to discuss the brand during the brand creation process. Note that the Project branding plan only applies to marketing, outreach, and public engagement efforts for the Project to ensure a unified and consistent visual identity for Project materials.
2. Project Website – Olsson will prepare a dedicated Project website for Project information. This website will allow interested participants to view and provide feedback and learn how to get involved in the planning process. Olsson will fully develop the website and maintain website operations, updates, monitoring, and maintenance throughout the Project, and will transfer all website operations and update authority to Client once Project is complete.
3. Marketing Materials
 - a. Social Media. Project will utilize the city’s existing social media accounts and the city’s website to encourage engagement in Project. Olsson will manage the timing of social media posts, coordinate with Client, and develop branded social media graphics (Facebook, Twitter, and Instagram) with appropriate sizing and caption lengths. Client will be responsible for posting the social media posts to the appropriate accounts. Olsson will prepare and schedule up to twenty-four (24) social media posts, which include a graphic and caption for Facebook, Twitter, and Instagram.
 - b. Press Releases. Olsson will manage the timing of up to eight (8) press releases throughout the Project. Olsson will develop the press releases and then send to Client for review. Client is responsible for distributing press releases to local media outlets.
 - c. Postcard Mailer. Olsson will create a postcard-size mailer to send to adjacent property owners. Mailer will include a Project overview, a link to the Project website, and list of ways to get involved in the Project. Olsson will be responsible for printing, printing and postage costs, and mailing the mailer. The mailer will not be sent to the entire city.

- C. Public Open Houses (2). To provide the general public an opportunity to learn about the Project and provide feedback, Olsson will host two (2) public open houses throughout the Project timeline. Olsson will prepare and supply all materials (e.g., exhibits, sign-in sheets, posters, sticky dots, post-its, pens, etc.) to facilitate the public open houses. Open

houses can be designed for in-person. Client will attend each public open house to help answer questions from the public. Client shall provide an open house venue space and pay required reservation fees for the public open houses. Space requirements include:

- Walls without art and other attached materials
 - Walls that painters' tape may be affixed to
 - Tables that can be moved into various arrangements
 - Chairs for the tables
 - Electrical outlets
 - Wi-Fi
1. Public Open House #1 – Design Stage (60% design): This two-hour public open house will include visuals of design documents in a digestible format appropriate for a general member of the public. The public open house will be setup in a true open house format with no formal presentations and will include both informational stations and feedback stations. Stations will, at a minimum, include the following stations: project overview and goals; preliminary designs; property acquisition; design and construction process and schedule; and ways to stay involved in the Project.
 2. Public Open House #2 – Final Stage (100% design): This two-hour public open house will include visuals of final design documents and well as information on what can be expected during construction and once the Project is fully implemented. The public open house will be setup in a true open house format with no formal presentations and will include informational stations. Stations will, at a minimum, include the following stations: project overview and goals; final designs; property acquisition; construction process and schedule; and ways to stay involved in the Project.

Task V. Bidding

5.03. General Services during Bidding

- A. Prepare written addenda to the bidding documents
- B. Attend and prepare for the pre bid meeting
- C. Answer Contractor questions during the bid period
- D. Answer KDOT questions during the bid period

Task VI. Construction Period Services

6.01 General services during construction

- A. Prepare for and attend the preconstruction meeting as a design and engineering professional, not as an inspector
- B. Shop drawing & material submittal review
- C. Respond to contractor's request for information
- D. Complete minor plan revisions
- E. Field visits to resolve issues
- F. Attend weekly progress meetings as a design and engineering professional, not as an inspector. (Assumes 2 hours per meeting including drive time for 10 months of construction activity)
- G. Participate in final walk through
- H. Compile as built plans at the end of construction and submit to the city in PDF format

Compensation

Task I – Geotechnical Investigation	\$9,148.00
Task II – Preliminary Design 60%	\$415,322.00
Task III – Final Design 90%-100%	\$305,302.00
Task IV – Project Management & Meetings	
Public Engagement	\$9,416.00
Project Management and Meetings	\$56,940.00
Task V – Bidding	\$5,892.00
Task VI – Construction Period Services	\$45,426.00
Total Fee	\$847,446.00
<u>Expenses</u>	
Pothole Sub	\$5,000.00
Traffic Control for Drilling	\$4,000.00
Milage, Public Meeting Exhibits	\$5,764.00
TOTAL PROJECT FEE	<u>\$862,210.00</u>

Assumptions

1. Any retaining walls needed will be combined sidewalk retaining walls that will not require special structural design.
2. Special design drainage inlets and junction structure will not be required. This is a case where an inlet or junction box within the storm sewer system exceeds the design of the standard detail structurally. An example would be a very large inlet that is very deep and wide such that the length plus the depth exceeds 20'. If it did it would require a structural engineer to design as a special case. This is rare on a project like this that will not have deep fill sections. If encountered would be a signification design effort and additional fee. The purpose of this is to explain that this scope and fee developed did not account for this type of large structure that is not anticipated.
3. Asphalt pavement will be used for the roadway.
4. The contractor will be responsible for resetting property pins that are disturbed during construction.
5. The project will be bid by KDOT through their statewide bidding system.
6. Stormwater Pollution Prevention Plan (SWPPP) will be prepared by the Contractor selected by KDOT.
7. The contractor will develop erosion control plans from blank plan sheets provided by Olsson. Olsson is not required to develop erosion control plans showing the locations of erosion control measures for the project. A quantity estimate will be provided with the plans only.
8. Streetlights will be decorative and will match the lights from Lamar to Nall
9. The storm sewer main on this project will not connect to the existing storm system that runs behind the Planet Fitness building that is not in an easement. Instead, the system will be designed to connect to the Johnson Dr. Interceptor built with the Lamar to Nall Project.
10. The Metcalf Bridge over Johnson Drive will remain in place.

City Responsibilities

1. The City shall provide record drawings of the existing roadway and sewer mains, if available.
2. The City shall be responsible for all mailings informing the public of surveying, public meetings, etc.
3. The City shall be responsible for coordinating and scheduling the time and location of the public meetings.
4. The City shall arrange the time and location of the pre-bid and pre-construction meetings.
5. The City shall provide as-built irrigation drawings, if available.

Exclusions

1. A CLOMR and LOMR will not be performed with this contract
2. Fiber interconnect or utility relocation design is not included with the project.

This statement is saying Olsson will not design for example a waterline relocation for a utility. They will have to produce plans that can be bid for a waterline contractor to have relocated prior to our bid. Olsson will facilitate utility coordination with our design and be involved advising them on areas they should not relocate to, or where we suggest they relocate to, but will not be designing their plans. Olsson will help identify conflicts with the new road design and attempt to design around them if possible.

3. Septic system design is not included.
4. Environmental permitting does not include 4f or 6f parkland permits. These permits would be needed only if land was being taken from a park to be repurposed for a road or sewer project.
5. Lawn irrigation design.
6. Detention pond design is not anticipated with this project.
7. Construction observation and testing of construction
8. Permit fees
9. Construction staking for the contractor selected for construction
10. Sanitary sewer design
11. Property acquisition and appraisal services

MAN-HOUR ESTIMATE - Johson Drive - Metcalf to Lamar - Mission Kansas																							1/25/2024			
Task No.	Description of Work Items / Tasks	Billing Rate	\$261	\$222	\$223	\$184	\$156	\$132	\$126	\$201	\$134	\$134	\$159	\$101	\$123	\$126	\$168	\$221	\$100	Total Man-hours	Total Labor Fee	Overhead #REF!	Total Profit (A+B)	Total Fee	Total Per Phase	
1.0	Geotech																									
	Geotechnical Investigation (Drilling): For the field exploration of the new roadway, we plan to drill 6 borings. The borings will be drilled within the existing roadway to depths of 15 feet or practical auger refusal.																			20	\$4,420	\$0	\$4,420	\$0	\$4,420.00	
	Geotech report						10	24													34	\$4,728	\$0	\$4,728	\$0	\$4,728.00
1.0	SUBTOTAL		0	0	0	0	10	24	0	0	0	0	0	0	0	0	0	20	0	54					\$9,148.00	
2.0	Preliminary Design (60%)																									
2.01	Data Collection																									
	Develop design criteria and prepare memo			4															2	6	\$1,088	\$0	\$1,088	\$0	\$1,088.00	
	Compile photos of the project area			6																6	\$1,332	\$0	\$1,332	\$0	\$1,332.00	
	Develop schedule			6															2	8	\$1,532	\$0	\$1,532	\$0	\$1,532.00	
2.02	Roadway Plan Development																									
	Cover Sheet			1					4												5	\$726	\$0	\$726	\$0	\$726.00
	General Notes			4					4												8	\$1,392	\$0	\$1,392	\$0	\$1,392.00
	General layout			2					6												8	\$1,200	\$0	\$1,200	\$0	\$1,200.00
	Alignment layouts, table & Survey Reference Sheet			2			4		4												10	\$1,572	\$0	\$1,572	\$0	\$1,572.00
	Demo and Removals sheets			4			4		30												38	\$5,292	\$0	\$5,292	\$0	\$5,292.00
	Typical sections			6			20		40												66	\$9,492	\$0	\$9,492	\$0	\$9,492.00
	Road plan sheets			8			6	36	70												120	\$16,284	\$0	\$16,284	\$0	\$16,284.00
	Road profile sheets			8				12	36												56	\$7,896	\$0	\$7,896	\$0	\$7,896.00
	Entrance and side street plan/profiles (26 entrances and 8 sideroads)			10			4	40	60												114	\$15,684	\$0	\$15,684	\$0	\$15,684.00
	Intersection layouts			4				20	20												44	\$6,048	\$0	\$6,048	\$0	\$6,048.00
	Sidewalk ramp layout (assume 66 ramps)			12				40	80												132	\$18,024	\$0	\$18,024	\$0	\$18,024.00
	Integral sidewalk retaining walls (Assume 14 walls)			8				20	50												78	\$10,716	\$0	\$10,716	\$0	\$10,716.00
	Road Cross Sections (every 25 feet)			6				10	20												36	\$5,172	\$0	\$5,172	\$0	\$5,172.00
	Define Right of way and Easement limits			6					60												66	\$8,892	\$0	\$8,892	\$0	\$8,892.00
	Public meeting exhibits (Road)			8				20	40												68	\$9,456	\$0	\$9,456	\$0	\$9,456.00
	Roadway Design																									
	Horizontal geometry including tapers, storage lengths, sidewalk			6				4	40												50	\$6,900	\$0	\$6,900	\$0	\$6,900.00
	Vertical geometry			10				40	40												90	\$12,540	\$0	\$12,540	\$0	\$12,540.00
	Intersection sight distance			4				4	16												24	\$3,432	\$0	\$3,432	\$0	\$3,432.00
	Road template and surface model			20				90	90												200	\$27,660	\$0	\$27,660	\$0	\$27,660.00
	Curb Return Profiles			5				4	40												49	\$6,678	\$0	\$6,678	\$0	\$6,678.00
	Storm Drainage pipe network layout.			6			40		20												66	\$10,092	\$0	\$10,092	\$0	\$10,092.00
	Drainage Area map			6			16		8												30	\$4,836	\$0	\$4,836	\$0	\$4,836.00
	Inlet calculations			6			40	24													70	\$10,740	\$0	\$10,740	\$0	\$10,740.00
	Storm sewer pipe calcs			6			30	12													48	\$7,596	\$0	\$7,596	\$0	\$7,596.00
	Storm sewer calc table			6			30	12	6												54	\$8,352	\$0	\$8,352	\$0	\$8,352.00
	Pipe Profiles			10			40		40												90	\$13,500	\$0	\$13,500	\$0	\$13,500.00
	Preliminary Street Lighting Pole Layout		2		6	16			28												52	\$8,332	\$0	\$8,332	\$0	\$8,332.00
	Preliminary Pavement Marking and Signing Plans		2		4		8		28												42	\$6,190	\$0	\$6,190	\$0	\$6,190.00
	Preliminary Construction Sequencing		2		8		8		12												30	\$5,066	\$0	\$5,066	\$0	\$5,066.00
	Preliminary Signal Plan Barkley St		2		6		24		80												112	\$15,684	\$0	\$15,684	\$0	\$15,684.00
	Preliminary HAWK Signal Plan		2		4		12		40												58	\$8,326	\$0	\$8,326	\$0	\$8,326.00
	Pedestrian Detour plan				2		4		8												14	\$2,078	\$0	\$2,078	\$0	\$2,078.00
	Stormwater BMP Feasibility study and design			30			60	60													150	\$23,940	\$0	\$23,940	\$0	\$23,940.00
	Concept Landscape Design									16	32										48	\$7,504	\$0	\$7,504	\$0	\$7,504.00
	Preliminary Landscape Design									24	30	70									124	\$18,224	\$0	\$18,224	\$0	\$18,224.00
	3D Modeling and Presentation Graphics									8	30	30									68	\$9,648	\$0	\$9,648	\$0	\$9,648.00
	Quantities & Cost estimate									4	8	16									28	\$4,020	\$0	\$4,020	\$0	\$4,020.00
	Submit Preliminary Plans to City & KDOT			2			4	6	10												22	\$3,120	\$0	\$3,120	\$0	\$3,120.00
	Quantities & Cost estimate			10			20	40	60												130	\$18,180	\$0	\$18,180	\$0	\$18,180.00

MAN-HOUR ESTIMATE - Johson Drive - Metcalf to Lamar - Mission Kansas 1/25/2024

Task No.	Description of Work Items / Tasks	Billing Rate	\$261	\$222	\$223	\$184	\$156	\$132	\$126	\$201	\$134	\$134	\$159	\$101	\$123	\$126	\$168	\$221	\$100	Total	Total	Overhead	Total	Profit	Total Fee	Total
		Team Leader	Technical leader	Senior Engineer	Project Engineer	Associate Engineer	Assistant Engineer	Senior Tech	Senior Landscape Architect	Assistant Landscape Architect	Assoc. LA	Senior Surveyor	Associate Surveyor	Surveyor	Survey Crew 1 Person	Survey Crew 2 Person	GeoTech Drill Crew	Admin Coord	Man-hours	Labor Fee	#REF!	(A+B)	#REF!		Per Phase	
Utility Coordination																										
	Send notification letters to all utilities		6																	6	\$1,332	\$0	\$1,332	\$0	\$1,332.00	
	Submit FC plans to utilities with utility lines in color		2						6											8	\$1,200	\$0	\$1,200	\$0	\$1,200.00	
	Identify conflicts and develop relocation solutions		40					30	20											90	\$15,360	\$0	\$15,360	\$0	\$15,360.00	
	Determine utilities that need pot holes and coordinate pot hole sub		16																	16	\$3,552	\$0	\$3,552	\$0	\$3,552.00	
	Email and phone correspondence with utilities		40																	40	\$8,880	\$0	\$8,880	\$0	\$8,880.00	
	Provide electronic base maps to all utilities for their use in developing relocation plans.		2						3											5	\$822	\$0	\$822	\$0	\$822.00	
	Create and maintain utility conflict form (KDOT 1304)		40					20												60	\$11,520	\$0	\$11,520	\$0	\$11,520.00	
Permits																										
	NOI (includes KDWPT and KSHS)		4					16												20	\$3,000	\$0	\$3,000	\$0	\$3,000.00	
	QAQC (Road items)	20																		20	\$5,220	\$0	\$5,220	\$0	\$5,220.00	
2.0	SUBTOTAL		30	382	30	16	374	560	1119	52	100	116	0	0	0	0	0	0	4	2783						\$415,322.00
3.0 Final Design (90%- Final)																										
Prepare detailed plans and specifications																										
	Address field check comments		12				20	20	50											102	\$14,724	\$0	\$14,724	\$0	\$14,724.00	
	Final typical sections		3					6	16											25	\$3,474	\$0	\$3,474	\$0	\$3,474.00	
	Final survey reference sheet		1						3											4	\$600	\$0	\$600	\$0	\$600.00	
	Final Intersection details sheets		4				10	10	18											42	\$6,036	\$0	\$6,036	\$0	\$6,036.00	
	Final ADA ramp grading sheets (66 ramps)		6				4	10	40											60	\$8,316	\$0	\$8,316	\$0	\$8,316.00	
	Final Retaining Wall plans and profiles		2					10	10											22	\$3,024	\$0	\$3,024	\$0	\$3,024.00	
	Final Demo plans		2						6											8	\$1,200	\$0	\$1,200	\$0	\$1,200.00	
	Final Storm Drainage pipe network layout.		6				4	30	36											76	\$10,452	\$0	\$10,452	\$0	\$10,452.00	
	Final storm profiles		6					30	40											76	\$11,052	\$0	\$11,052	\$0	\$11,052.00	
	Confirm HGL calcs		10					24	12											46	\$7,548	\$0	\$7,548	\$0	\$7,548.00	
	Final plan/profile sheets		8				6	18	50											82	\$11,388	\$0	\$11,388	\$0	\$11,388.00	
	Update Road template and surface model		6				10	40	80											136	\$18,252	\$0	\$18,252	\$0	\$18,252.00	
	Curb return profiles		4				2	12	20											38	\$5,304	\$0	\$5,304	\$0	\$5,304.00	
	Final entrance and side road profiles and grading (26 entrances and 8 sideroads)		8				4	30	40											82	\$11,400	\$0	\$11,400	\$0	\$11,400.00	
	Final Cross sections		10				4	16	80											110	\$15,036	\$0	\$15,036	\$0	\$15,036.00	
	Erosion Control Plan sheets for Contractor to develop SWPPP including estimated EC quantities		3				4	10	12											29	\$4,122	\$0	\$4,122	\$0	\$4,122.00	
	Compile all standard details including project specific details		2						20											22	\$2,964	\$0	\$2,964	\$0	\$2,964.00	
	Final Street Lighting Plans	2			6	12			30											50	\$7,848	\$0	\$7,848	\$0	\$7,848.00	
	Final Pavement Marking and Signing Plans	2			2		16		30											50	\$7,244	\$0	\$7,244	\$0	\$7,244.00	
	Final Signal Plan Barkley St	2			4		8		20											34	\$5,182	\$0	\$5,182	\$0	\$5,182.00	
	Final HAWK Signal Plan	2			2		6		16											26	\$3,920	\$0	\$3,920	\$0	\$3,920.00	
	Final Traffic Control & Construction Phasing Plans	8			16		50		80											154	\$23,536	\$0	\$23,536	\$0	\$23,536.00	
	Final BMP design		24				24	40												88	\$14,352	\$0	\$14,352	\$0	\$14,352.00	
	Final Landscape Design									16	40	90								146	\$20,636	\$0	\$20,636	\$0	\$20,636.00	
	3D Model Update									8	24									32	\$4,824	\$0	\$4,824	\$0	\$4,824.00	
	Quantities and Cost Estimate									4	4	8								16	\$2,412	\$0	\$2,412	\$0	\$2,412.00	
	Final Quantity tables and recap (Road items) with breakout tables		6				12	40	70											128	\$17,304	\$0	\$17,304	\$0	\$17,304.00	
	Prepare special provisions		6																6	12	\$1,932	\$0	\$1,932	\$0	\$1,932.00	
	Prepare special provisions Traffic			2	2															4	\$814	\$0	\$814	\$0	\$814.00	
	Cost estimate (office check)		10	2	2														6	20	\$3,634	\$0	\$3,634	\$0	\$3,634.00	
	Submit Office Check Plans to City & KDOT		4						4											8	\$1,392	\$0	\$1,392	\$0	\$1,392.00	
	Provide plan modifications based on 90% review comments received from City & KDOT		10				12	20	40											82	\$11,772	\$0	\$11,772	\$0	\$11,772.00	
	Submit 100% plans to City & KDOT		2						4											6	\$948	\$0	\$948	\$0	\$948.00	
	Provide plan modifications based on 100% review comments received from City & KDOT		8				12	20	36											76	\$10,824	\$0	\$10,824	\$0	\$10,824.00	
	Submit PS&E Plans to City & KDOT		6						6											12	\$2,088	\$0	\$2,088	\$0	\$2,088.00	
	Provide plan modifications based on PS&E review comments received from KDOT		4					10	10											24	\$3,468	\$0	\$3,468	\$0	\$3,468.00	
	QAQC	20																		20	\$5,220	\$0	\$5,220	\$0	\$5,220.00	
Utility Coordination																										
	Review each utility company's relocation plans		40						10											50	\$10,140	\$0	\$10,140	\$0	\$10,140.00	
	Obtain digital plans of relocation layout from each utility		6						6											12	\$2,088	\$0	\$2,088	\$0	\$2,088.00	
	Field Verification of underground utility relocation at conflict points with proposed sewers		16					40												56	\$8,832	\$0	\$8,832	\$0	\$8,832.00	
3.0	SUBTOTAL		36	235	34	16	262	394	883	28	68	98	0	0	0	0	0	0	12	2066						\$305,302.00

MAN-HOUR ESTIMATE - Johson Drive - Metcalf to Lamar - Mission Kansas 1/25/2024

Task No.	Description of Work Items / Tasks	Billing Rate	\$261	\$222	\$223	\$184	\$156	\$132	\$126	\$201	\$134	\$134	\$159	\$101	\$123	\$126	\$168	\$221	\$100	Total Man-hours	Total Labor Fee	Overhead #REF!	Total (A+B)	Profit #REF!	Total Fee	Total Per Phase
4.0	Project Meetings & Project Management																									
	4.01 Meetings																									
	Attend pre design meeting			6																	6	\$1,332	\$0	\$1,332	\$0	\$1,332.00
	Coordination meetings with city by phone			70																	70	\$15,540	\$0	\$15,540	\$0	\$15,540.00
	Field Check meeting with City and KDOT			8				8													16	\$2,832	\$0	\$2,832	\$0	\$2,832.00
	Coordination meetings Traffic			8																	8	\$1,776	\$0	\$1,776	\$0	\$1,776.00
	Field Check meeting in the field Traffic			8			8														16	\$3,024	\$0	\$3,024	\$0	\$3,024.00
	Utility meetings (3) Paul			12																	12	\$2,664	\$0	\$2,664	\$0	\$2,664.00
	Stake Holder Engagement			8																	8	\$1,776	\$0	\$1,776	\$0	\$1,776.00
	Coordination Meetings									20											20	\$4,020	\$0	\$4,020	\$0	\$4,020.00
	4.02 Project Management																									
	Coordination with City and KDOT			60																	60	\$13,320	\$0	\$13,320	\$0	\$13,320.00
	Filling out and submitting KDOT 1307 form (List of Permits)			4																	4	\$888	\$0	\$888	\$0	\$888.00
	Filling out and submitting KDOT 1306 form (List of ROW and Easements)			4																	4	\$888	\$0	\$888	\$0	\$888.00
	Monitor scope, schedule, and fee			40																	40	\$8,880	\$0	\$8,880	\$0	\$8,880.00
	4.03 Public Engagement																									
	Public Open Houses																									
	Public Open House #1 (50% design) Architect									4		8									12	\$1,876	\$0	\$1,876	\$0	\$1,876.00
	Public Open House #2 (100% design) Architect									4		8									12	\$1,876	\$0	\$1,876	\$0	\$1,876.00
	Public Open House #1 (50% design)			8			8														16	\$2,832	\$0	\$2,832	\$0	\$2,832.00
	Public Open House #2 (100% design)			8			8														16	\$2,832	\$0	\$2,832	\$0	\$2,832.00
																					0	\$0	\$0	\$0	\$0	\$0.00
4.0	SUBTOTAL		0	244	0	0	8	24	0	28	0	16	0	0	0	0	0	0	0	0	320					\$66,356.00
5.0	Bidding Phase																									
	Bidding																									
	Prepare written addenda to the bidding documents			2					4												6	\$948	\$0	\$948	\$0	\$948.00
	Attend and prepare for the pre bid meeting			6																	6	\$1,332	\$0	\$1,332	\$0	\$1,332.00
	Answer Contractor questions during the bid period.			8					4												12	\$2,280	\$0	\$2,280	\$0	\$2,280.00
	Answer KDOT questions during the bid period.			6																	6	\$1,332	\$0	\$1,332	\$0	\$1,332.00
5.0	SUBTOTAL		0	22	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	30					\$5,892.00
6.0	Construction period Services Phase																									
	Prepare for and attend preconstruction meeting			3																	3	\$666	\$0	\$666	\$0	\$666.00
	Shop Drawing & Material Submittal Review (Road & Drainage items)			24																	24	\$5,328	\$0	\$5,328	\$0	\$5,328.00
	Shop Drawing & Material Submittal Review (Traffic, lighting, signals, pvmt. marking)					2	2		8												12	\$1,822	\$0	\$1,822	\$0	\$1,822.00
	RFI's Landscaping									4	16										20	\$2,948	\$0	\$2,948	\$0	\$2,948.00
	Shop drawing & Material Submittal Review Landscaping									4	16										20	\$2,948	\$0	\$2,948	\$0	\$2,948.00
	Plan revisions									4	4	8									16	\$2,412	\$0	\$2,412	\$0	\$2,412.00
	Answer contractor questions (RFI)(Road items)			14																	14	\$3,108	\$0	\$3,108	\$0	\$3,108.00
	Plan Revisions (minor)			2					8												10	\$1,452	\$0	\$1,452	\$0	\$1,452.00
	Field Visits to resolve issues			10																	10	\$2,220	\$0	\$2,220	\$0	\$2,220.00
	Attend Weekly progress meetings (assume 1 hour meeting plus drive time for 10 months)			80																	80	\$17,760	\$0	\$17,760	\$0	\$17,760.00
	Compile as built plans			2					12												14	\$1,956	\$0	\$1,956	\$0	\$1,956.00
	Landscape Punch list									2	8										10	\$1,474	\$0	\$1,474	\$0	\$1,474.00
	Participate in walk through			6																	6	\$1,332	\$0	\$1,332	\$0	\$1,332.00
6.0	SUBTOTAL		0	141	2	2	0	0	28	14	44	8	0	0	0	0	0	0	0	0	239					\$45,426.00
	Total Man-hours		66	1024	66	34	654	1002	2038	122	212	238	0	0	0	0	0	20	16		5492					
	Total		\$17,226	\$227,328	\$14,718	\$6,256	\$102,024	\$132,264	\$256,788	\$24,522	\$28,408	\$31,892	\$0	\$0	\$0	\$0	\$0	\$4,420	\$1,600		\$847,446.00	\$847,446.00	\$0	\$847,446.00	\$0	\$847,446.00

SUMMARY

Total Labor	\$847,446.00
Total Expenses	\$14,764.00
Total Project Fee	\$862,210.00

TOTAL EXPENSES	Johson Drive - Metcalf to Lamar			
Expenses	Amount		\$ Ea.	Cost
Public Meeting Exhibits	3	Each	1000	\$3,000.00
Misc	1	LS	\$2,000.00	\$2,000.00
Milage	1316	Each	\$0.58	\$764.00
Traffic Control for Drilling	1	LS	\$4,000.00	\$4,000.00
Pot hole sub	1	LS	\$5,000.00	\$5,000.00
			Total	\$14,764.00

City of Mission	Item Number:	7f.
ACTION ITEM SUMMARY	Date:	February 21, 2024
PUBLIC WORKS	From:	Stephanie Boyce

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

RE: Resolution Obligating Grant funds for a Carbon Reduction Program Grant for the Northeast Johnson County RideKC Bike Share Project

RECOMMENDATION: Approve a resolution obligating \$125,760 in local match for the NE Johnson County RideKC Bike Share Project

DETAILS: The City of Mission, in collaboration with Roeland Park, has submitted a joint application for the Bike Share Program extension in Northeastern Johnson County. This initiative aligns with the Carbon Reduction Program facilitated by the Mid-America Regional Council (MARC) under the Bipartisan Infrastructure Law, which allocates \$6.4 billion over five years (2022-2026) to states and metropolitan planning organizations.

The Carbon Reduction Program focuses on mitigating carbon dioxide emissions from on-road transportation sources. According to the most recent Johnson County Greenhouse Gas Emissions Inventory, on-road transportation accounts for 30% of carbon emissions in our area. To address this concern, the City of Mission is actively seeking sustainable transportation options for residents, commuters, and city employees.

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

The City of Mission is committed to "leading by example" in reducing carbon emissions. By incorporating e-bikes into our transportation infrastructure, we are taking proactive steps towards a sustainable and environmentally friendly future.

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

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

City of Mission	Item Number:	7f.
ACTION ITEM SUMMARY	Date:	February 21, 2024
PUBLIC WORKS	From:	Stephanie Boyce

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

with Roeland Park for project reimbursements and an agreement with RideKC for the maintenance and operations of the e-bikes. Below is a summary of the grant allocation per agency.

Bikes Share Grant Allocation				
	Mission - Match	Mission - Grant	Roeland - Match	Roeland - Grant
Equipment	\$23,000.00	\$92,000.00	\$15,100.00	\$60,400.00
TOTAL - EQUIPMENT	\$23,000.00	\$92,000.00	\$15,100.00	\$60,400.00
Operations - year 1	\$9,600.00	\$38,400.00	\$6,400.00	\$25,600.00
Operations - year 2	\$9,984.00	\$39,936.00	\$6,656.00	\$26,624.00
Operations - year 3	\$10,383.36	\$41,533.44	\$6,922.24	\$27,688.96
Operations - year 4	\$10,798.69	\$43,194.78	\$7,199.13	\$28,796.52
Operations - year 5	\$11,230.65	\$44,922.57	\$7,487.09	\$29,948.38
TOTAL - OPERATIONS	\$51,996.70	\$207,986.79	\$34,664.46	\$138,657.86
Other	\$459.30	\$1,843.21	\$539.54	\$2,162.14
TOTAL - OTHER	\$459.30	\$1,843.21	\$539.54	\$2,162.14
GRAND TOTAL	\$75,456.00	\$301,830.00	\$50,304.00	\$201,220.00

CFAA CONSIDERATIONS/IMPACTS: This bike share grant will add an additional transportation option for all users while reducing carbon emissions in the city and region.

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

CITY OF MISSION, KANSAS
RESOLUTION NO. _____

A RESOLUTION OBLIGATING \$125,760 OF LOCAL MATCH FOR THE CARBON REDUCTION PROGRAM GRANT IN THE AMOUNT OF \$628,810 AWARDED TO THE CITY OF MISSION, KANSAS AS PART OF THE BIPARTISAN INFRASTRUCTURE LAW.

WHEREAS, The Carbon Reduction Program funds projects designed to reduce transportation emissions, defined as carbon dioxide emissions, from on-road sources. This program, established under the Bipartisan Infrastructure Law, provides \$6.4 billion dollars over five years (2022-2026) to states and metropolitan planning organizations, to then be distributed to eligible applicants like the City of Mission; and,

WHEREAS, The City of Mission applied jointly with the City of Roeland Park for a Carbon Reduction grant for the RideKC Bike Share in Northeast Johnson County in June 2023; and,

WHEREAS, the City was notified in October 2023 that it was selected as an award recipient of a Carbon Reduction Program grant in the amount of \$628,810; and,

WHEREAS, the Carbon Reduction Program grant is a federal grant with a 20% local match; and,

WHEREAS, the local match for the Carbon Reduction Program grant is \$125,760 with \$75,456 the responsibility of the City of Mission and \$50,304 the responsibility of the City of Roeland Park; and,

WHEREAS, the City of Mission will seek reimbursement of \$50,304 from the City of Roeland through an Interlocal Agreement;

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

Section 1. The City of Mission obligates \$125,760 as the local match for the Carbon Reduction Program grant.

Section 2. The City will enter into an Interlocal Agreement with the City of Roeland Park for reimbursement of their portion of the local match.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION on this 21st day of February 2024.

APPROVED BY THE MAYOR on this 21st day of February 2024.

Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk

NON-INFRASTRUCTURE PROJECT REQUEST

<input checked="" type="checkbox"/> New Project		<input type="checkbox"/> Amend Existing Project	
Program Year:	2024	Funding Program:	CRPM-KS

KDOT District	MPO	MPO TIP #
2	MARC	347016

County	City	Desired Start Date:
Johnson	Mission	June 1, 2024

Project Sponsor / Lead Agency (LPA)		
City of Mission		
Project Mgr / Contact	Phone	E-mail Address
Stephanie Boyce	913-676-8381	sboyce@missionks.org

Project Title:	Bike Share in Northeast Johnson County
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WHEREAS, the Secretary of Transportation, Kansas Department of Transportation and the Local Public Authority (LPA) are empowered by the laws of Kansas to enter into agreements for the improvement of roads, streets and congestion mitigation activities, and upon approval by the Secretary, intend to enter into an Agreement for _____ Bike Share in Northeast Johnson County _____ (project Title) and,”

WHEREAS, the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provides Federal-Aid funds to assist the counties, cities, and other political sub-divisions in improving their roads and streets and congestion mitigation activities that provide air quality benefits, and,

WHEREAS, The above-noted county/city desires to improve a certain portion of their road or street system or other related project, now, therefore,

WHEREAS, _____ City of Mission _____ requests the Secretary program the following project:

The City of Mission, jointly with the City of Roleand park applied for the Carbon Reduction program grant for RideKC Bike share in Northeast Johnson County. This project will add three hubs with 10 bikes each in Mission and two hubs with 10 bikes each in Roeland Park. The 50 bikes would be supplied, managed and maintained by BikeWalkKC.

Project Cost Estimate			
<i>Funding</i>	<i>Participating</i>	<i>Non-Participating</i>	<i>Total</i>
Federal Funds	\$ 503,050.00	\$ -	\$ 503,050.00
Local Funds	\$ 125,760.00	\$ -	\$ 125,760.00
Project Totals	\$ 628,810.00	\$ -	\$ 628,810.00

NON-INFRASTRUCTURE PROJECT REQUEST

BE IT RESOLVED: That sufficient funds from City of Mission

are now, or will be, available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day: _____ Month: _____ Year: _____

Please sign below in accordance with your local policy.

Recommended for Approval:

Appropriate Local Official(s)

Laura Smith

_____ City Administrator

Title

ATTEST:

Title

Robyn L. Fulks

_____ City Clerk

Title

Include a copy of the TIP with the submission of this form.

City of Mission	Item Number:	9a.
ACTION ITEM SUMMARY	Date:	February 21, 2024
Public Works	From:	Stephanie Boyce

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

RE: Resolution Ratifying the Expenditure of Funds to Purchase a Ford F-550 Truck.

RECOMMENDATION: Approve the Resolution ratifying the expenditure with Shawnee Mission Ford for purchase of a Ford F-550 Truck in the amount of \$67,805.00 for the Public Works Department.

DETAILS: The 2024 budget has allocated \$138,000 in the Equipment Reserve and Replacement Fund for the replacement of two (2) Ford F-550 trucks and associated equipment. To secure the most cost-effective option and avoid having to obtain several quotes, the City leveraged the Mid America Cooperative Purchasing Program (MACPP) and obtained a quote from Shawnee Mission Ford. Cost increases since the original budget was approved, will only allow for the replacement of one truck and its associated equipment.

Due to ongoing supply chain challenges, Shawnee Mission Ford has advised that orders for vehicles must be placed by February 23, 2024, to ensure delivery within the current fiscal year. Erring on the side of caution, staff ordered the vehicle prior to the February 23rd deadline to ensure the vehicle is on order should the ordering window close early. The remaining budget will be earmarked for associated equipment, with a detailed presentation to the Council scheduled for a future committee meeting.

The Ford F-550, priced at \$67,805.00, will serve as the replacement for Truck #785, a 2015 Ford F-550, which is currently due for replacement. The F-550's versatility makes it suitable for various Public Works core duties, including asphalt patching, trash collection, concrete rehabilitation work, and snow operations. Truck #785 will be declared as surplus and sold at auction. Staff recommends depositing the proceeds from the sale of the surplus vehicle into the Equipment Replacement Fund.

In adherence to Section 120.140 (5) of the Mission Municipal Code, the City Administrator authorized the expenditure of funds for the emergency purchase of the Ford F-550 Truck on February 9, 2024. The ratification of this emergency expenditure is now sought from the City Council.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	24-20-403-01 Equipment Reserve & Replacement Fund
Available Budget:	\$138,000

SHAWNEE MISSION MISSION TO DO MORE

11501 SHAWNEE MISSION PARKWAY • SHAWNEE, KANSAS 66203-0179
(913) 631-0000 • FAX (913) 268-6521
WWW.SHAWNEEMISSIONFORD.COM

February 8, 2024

Joshua Ryun
City of Mission

Ford has implemented allocation by FIN Code
MACPP Pricing

2024 Ford F550 Ext Cab and Chassis 4x4 DRW 84" CA (X5H 192)

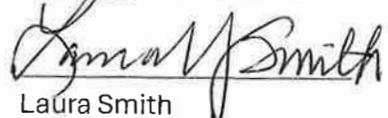
Exterior: Oxford White (Z1)
Interior: 40/20/40 Vinyl (AS)

Base Price:	\$54,620
Options:	
• 84" CA (192)	\$166
• 6.7L Diesel (99T)	\$9,096
• Engine Block Heater (41H)	\$91
• High-Capacity trailer tow (535)	\$528
• 4.30 Limited Slip (X4L)	\$360
• Cab Steps (18B)	\$405
• Skid Plates (41P)	\$91
• 120V/400W Outlet (43C)	\$160
• Snowplow prep (473)	\$228
• 410-amp alternator (67B)	\$104
• HD Payload upgrade (68M)	\$1,051
• Dual Battery (86M)	\$NC with diesel
• Backup Camera Prep Kit (872)	\$377
• 225 Max Traction Tires (TGK)	\$195
• Interior work surface (52S)	\$128
• XL Chrome Package (96V)	\$205
• Spare tire (512)	\$included in base price.
• High mount stop lamp (59H)	\$included in base price.
• PTO Provision	\$standard
• Cruise control	\$standard
• Trailer brake controller	\$standard
• Power Locks Windows Mirrors RKE	\$standard
Total	\$67,805

Thank you for your time and interest.
Sincerely,
Jay Cooper
Government Fleet Sales



Authorization – 2/9/2024


Laura Smith
City Administrator

CITY OF MISSION, KANSAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MISSION, KANSAS RATIFYING THE EXPENDITURE OF FUNDS TO PURCHASE A FORD F-550 TRUCK FOR PUBLIC WORKS.

WHEREAS, the 2024 budget includes \$138,000 in the Equipment Reserve and Replacement Fund for replacement of a F-550 vehicle and associated equipment; and

WHEREAS, The City of Mission leveraged the Mid America Cooperative Purchasing Program (MACPP) and obtained a quote from Shawnee Mission Ford; and,

WHEREAS, the remainder of the budget will be allocated for the associated equipment and those expenses will be presented to the Council at a future committee meeting; and

WHEREAS, due to supply chain issues, Shawnee Mission Ford indicated that vehicles must be ordered by February 23, 2024 in order to receive a vehicle in 2024; and

WHEREAS, staff ordered the vehicle prior to the February 23rd deadline out of precaution and to ensure the vehicle is on order should the ordering window close early; and

WHEREAS, the Ford F-550 will replace Truck #785, a 2015 Ford F-550, currently scheduled to be replaced. The new truck will be used by Public Works for daily activities, such as asphalt patching, trash, concrete rehabilitation work and snow operations; and

WHEREAS, Truck #785 will subsequently be declared as surplus and sold at auction; and

WHEREAS, WHEREAS, in accordance with Section 120.140 (5) of the Mission Municipal Code the City Administrator authorized the expenditure with Shawnee Mission Ford for purchase of a Ford F-550 Truck on February 9, 2024 and is now seeking ratification of that emergency expenditure by the City Council.

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

Section 1. That the emergency expenditure with Shawnee Mission Ford for a Ford F-550 Truck in an amount not to exceed \$67,805.00 is hereby ratified.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION on this 21st day of February 2024.

APPROVED BY THE MAYOR on this 21st day of February 2024.

Solana Flora, Mayor

ATTEST:

Robyn L. Fulks, City Clerk