



**REGULAR MEETING AGENDA**  
**Wednesday, October 18, 2023 at 7:00 p.m.**

**CITY HALL**  
**6090 Woodson Street**  
**Mission, KS 66202**

**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. 58/Nall Tax Abatement Public Hearing

**2. SPECIAL PRESENTATIONS**

2a. Consolidated Fire District No. 2 Update, Chief Steve Chick

2b. Mission Marlins Season Wrap Up

2c. Domestic Violence Awareness Month Proclamation

**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 September 20, 2023 City Council Meeting](#)

## **CONSENT AGENDA - Finance & Administration Committee**

[Finance & Administration Committee Meeting Packet October 4,2023](#)  
[Finance & Administration Committee Meeting Minutes October 4, 2023](#)

- 4b. Automated License Plate Reader Policy
- 4c. MOU with the Johnson County Sheriff's Office for ALPR Data Storage

## **CONSENT AGENDA - Community Development Committee**

[Community Development Committee Meeting Packet October 4,2023](#)  
[Community Development Committee Meeting Minutes October 4,2023](#)

- 4d. 61st Street and Broadmoor Street Pedestrian Improvements Project
- 4e. 2025 Street Preservation Program Projects (SMP Funding)
- 4f. Powell Community Center Kitchen Floor Replacement
- 4g. Adult Lounge Furniture (Powell Community Center)

## **5. PUBLIC COMMENTS**

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

- 6a. Final Plat – Swig 5959 Barkley ([page 4](#))
- 6b. Final Plat Morrison Ridge Park Second Plat and Use and Maintenance Agreement ([page 8](#))

## **Miscellaneous**

## **7. COMMITTEE REPORTS**

### **Finance & Administration, Mary Ryherd**

[Finance & Administration Committee Meeting Packet October 4,2023](#)  
[Finance & Administration Committee Meeting Minutes October 4,2023](#)

- 7a. Resolution of Intent – 58/Nall Project ([page 22](#))

## **Community Development, Lea Loudon**

[Community Development Committee Meeting Packet October 4,2023](#)  
[Community Development Committee Meeting Minutes October 4,2023](#)

7b. Johnson Drive Phase II (Metcalf to Lamar) Project Survey ([page 99](#))

7c. Mohawk Park Playground Equipment Purchase ([page 108](#))

### **8. UNFINISHED BUSINESS**

### **9. NEW BUSINESS**

### **10. COMMENTS FROM THE CITY COUNCIL**

### **11. COUNCIL COMMITTEE LIAISON REPORTS**

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

### **12. MAYOR'S REPORT**

#### **Appointments**

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

13a. Business Updates

### **14. EXECUTIVE SESSION**

14a. Executive Session – Discussion of Personnel Matters of Non-Elected Personnel,

## **ADJOURNMENT**

<b>City of Mission</b>	Item Number:	6a.
<b>ACTION ITEM SUMMARY</b>	Date:	October 18, 2023
<b>Community Development</b>	From:	Brian Scott

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

**RE:** Final Plat of Swig 5959 Barkley - PC Case #23-19

**RECOMMENDATION:** Approve the resolution accepting the easements associated with the final plat of Swig, located at 5959 Martway.

**DETAILS:** Superstar Holdings, LLC recently submitted a preliminary development plan for the construction of a Swig soda shop at 5959 Martway. This property is located at the northeast corner of Barkley and Martway and is the site of the former Backyard Burger restaurant and more recently the Kaw Valley seasonal, pop-up nursery.

The preliminary development plan was considered by the Planning Commission at their June 26, 2023 meeting and approved by the City Council at the July 19, 2023 legislative meeting.

A preliminary plat was submitted at the same time as the preliminary plan and considered by the Planning Commission at their June 26th meeting as well. A final development plan and final plat were recently considered by the Planning Commission at their September 25, 2023 meeting and approved.

The final plat shows the dedication of a new sanitary sewer easement and the dedication of a storm water easement which was previously recorded. These dedications require the review and approval of the City Council.

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

Related Statute/City Ordinance:	Chapter 440.260 of the Mission Municipal Code
Line Item Code/Description:	N/A
Available Budget:	N/A



**CITY OF MISSION, KANSAS**

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

**A RESOLUTION ACCEPTING THE FINAL PLAT OF SWIG – 5959 BARKELY - AND UTILITY EASEMENTS AND CONSTRUCTION EASEMENT WITHIN SAID PLAT AS THOSE OF THE CITY OF MISSION TO HOLD IN PERPETUITY**

**WHEREAS**, the parcel of property known as 5959 Barkley (Property ID KF251208-2050) is located in Mission, Johnson County, Kansas; and

**WHEREAS**, Superstar Holding, LLC presented an application to the Community Development Department of the City of Mission for a preliminary plat (PC Case #23-09) for said parcel of property; and

**WHEREAS**, A public hearing was held before the Planning Commission at their regularly scheduled meeting on June 26, 2023 at which time public comment was taken regarding PC Case #23-03, after which the Planning Commission voted 6-0 to approve the application; and

**WHEREAS**, Superstar Holdings, LLC submitted an application for a final plat of Swig – 5959 Barkley to the Community Development Department of the City of Mission (PC Case #23-20) and said application was considered by the Planning Commission at their regularly scheduled meeting on September 25, 2023 at which time the Planning Commission approved the application by a vote of 8-0.

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

**Section 1. Approval of Final Plat** – Pursuant to Section 440.240 through Section 440.260 of the Mission Municipal Code, approval of the final plat of Swig – 5959 Barkley (Exhibit A) is hereby granted.

**Section 2. Acceptance of Utility Easement** - The City of Mission hereby accepts a non-exclusive easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and under those areas outlined and designated on the Final Plat of Swig – 5959 Barkley as "Storm Sewer Easement", "Sanitary Sewer Easement" and "Permanent Construction Easement."

**Section 3. Mayor's Signature** - The Mayor shall affix her signature to the final plat of Swig – 5959 Barkley attesting to the acceptance.

**Section 4. Recording of Plat** - Said Plat shall be recorded with the Johnson County Register of Deeds within 18 months of the date of this resolution.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION**  
on this 18 day of October 2023.

**APPROVED BY THE MAYOR** on this 18 day of October 2023.

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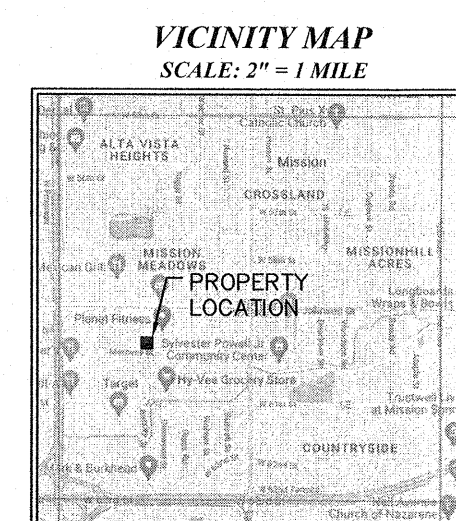
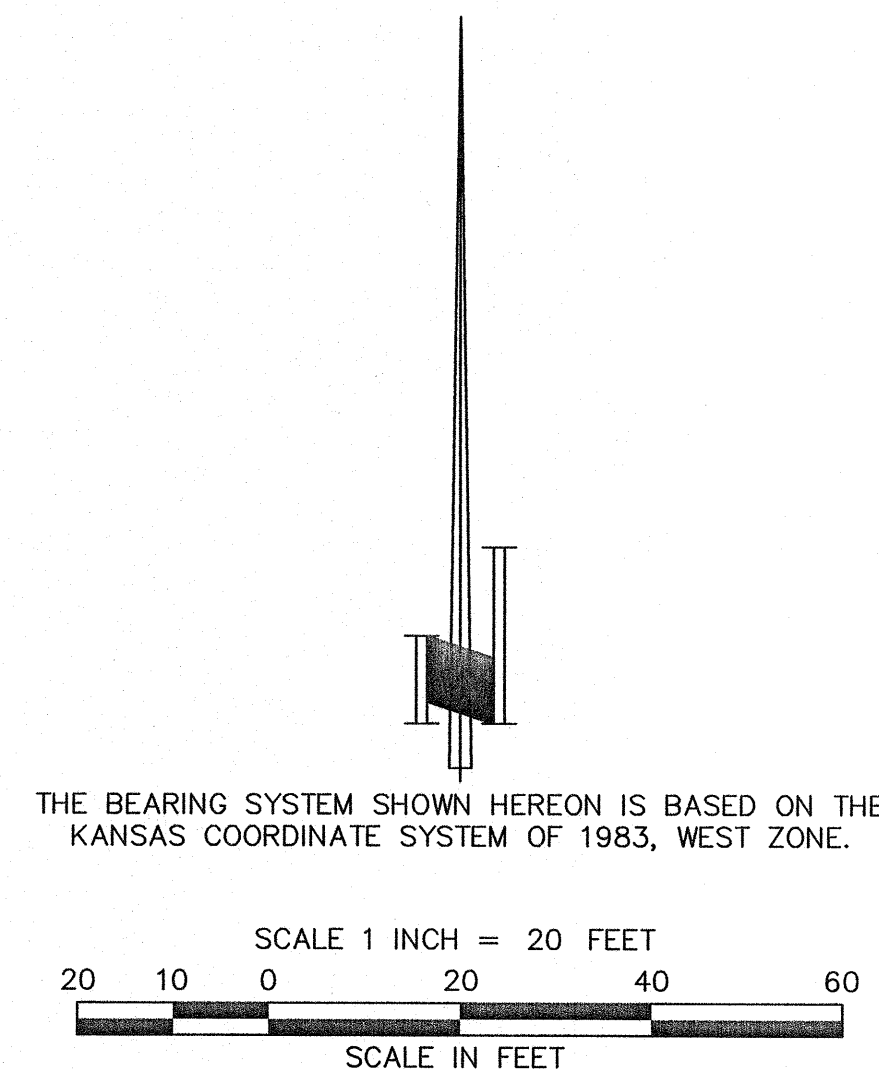
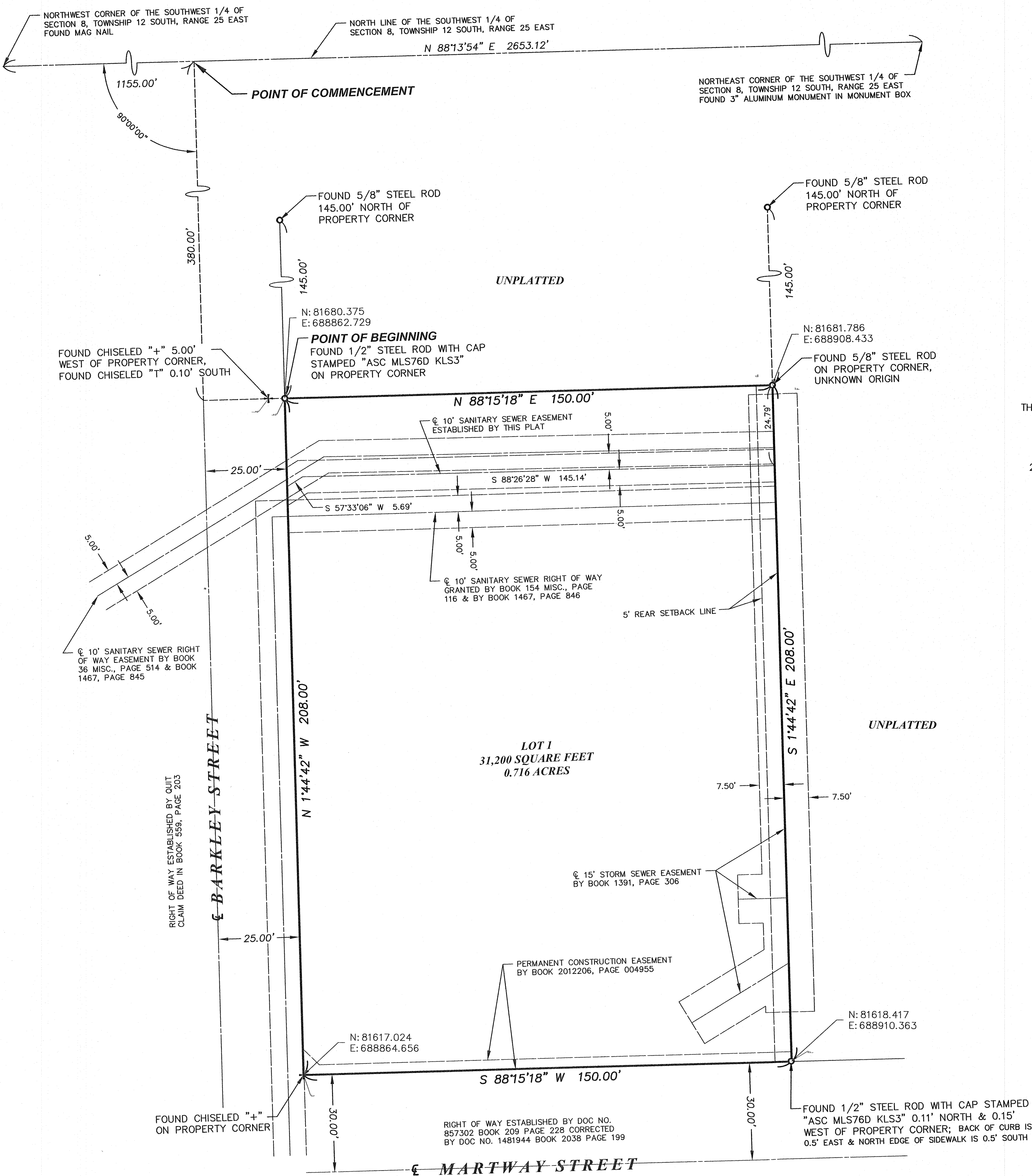
Solana Flora, Mayor

ATTEST:

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Robyn L. Fulks, City Clerk

FINAL PLAT OF  
**SWIG - 5959 BARKLEY**  
A MINOR SUBDIVISION IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS  
PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 25 EAST



**DESCRIPTION:**  
ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 12, RANGE 25, NOW IN THE CITY OF MISSION, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8 AND 1,155 FEET EAST OF THE NORTHWEST CORNER THEREOF, AS MEASURED ALONG SAID NORTH LINE, SAID POINT ALSO BEING ON THE CENTERLINE OF BARKLEY, AS NOW ESTABLISHED, THENCE SOUTHERLY, ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, AND ALONG THE CENTERLINE OF SAID BARKLEY, A DISTANCE OF 380 FEET; THENCE EASTERLY, ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 25 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BARKLEY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 150 FEET; THENCE SOUTHERLY, ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 208 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MARTWAY (60TH STREET), AS NOW ESTABLISHED, THENCE WESTERLY, ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MARTWAY, A DISTANCE OF 150 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BARKLEY; THENCE NORTHERLY, ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BARKLEY, A DISTANCE OF 208 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT.

THE ABOVE DESCRIPTION HAS BEEN TAKEN FROM AN ALTA COMMITMENT FOR TITLE INSURANCE, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY BY ITS AGENT, THOMAS-AFFINITY TITLE, LLC, FILE NO. 233788, DATED JANUARY 25, 2023.

**PLAT DEDICATION:**  
THE UNDERSIGNED OWNER(S) OF THE PROPERTY DESCRIBED HEREIN HAS/HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT AND THE PROPERTY SHALL HEREAFTER BE KNOWN AS:

"FINAL PLAT OF SWIG - 5959 BARKLEY"

**DEDICATION:**  
ALL EASEMENTS, STREETS, ALLEYS, ACCESS CONTROL AND ALL OTHER PUBLIC AREAS NOT PREVIOUSLY DEDICATED SHALL BE MADE AND UNDERSIGNED BY THE OWNERS.

**EASEMENT INFORMATION:**  
ALL EASEMENT INFORMATION SHOWN HEREON HAS BEEN TAKEN FROM AN ALTA COMMITMENT FOR TITLE INSURANCE, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY BY ITS AGENT, THOMAS-AFFINITY TITLE, LLC, FILE NO. 233788, DATED JANUARY 25, 2023.

**FLOOD INFORMATION:**  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 20091C0023G, DATED AUGUST 3, 2009, THIS PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN THEREON.

**ZONING INFORMATION:**  
THE SUBJECT PROPERTY IS ZONED C-2A: PEDESTRIAN ORIENTED BUSINESS.

**NOTES:**  
1. THE SUBJECT PROPERTY ADDRESS IS 5959 BARKLEY STREET, MISSION, KANSAS.  
2. THE SUBJECT PROPERTY CONTAINS 31,205 SQUARE FEET OR 0.716 ACRES, MORE OR LESS.

**APPROVALS:**  
APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, JOHNSON COUNTY, KANSAS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MIKE LEE, PLANNING COMMISSION CHAIR  
KIMBERLY STEFFENS, PLANNING COMMISSION SECRETARY

APPROVED BY THE GOVERNING BODY OF THE CITY OF MISSION, JOHNSON COUNTY, KANSAS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

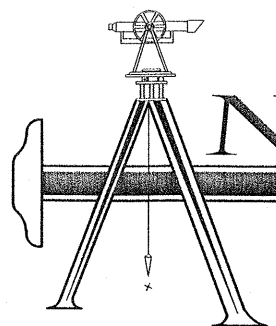
SOLANA FLORA, MAYOR  
ROBYN FULKES, CITY CLERK

**IN WITNESS WHEREOF:**  
"OWNER NAME(S)", "RELATIONSHIP", HAS CAUSED THESE PRESENTS TO BE SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

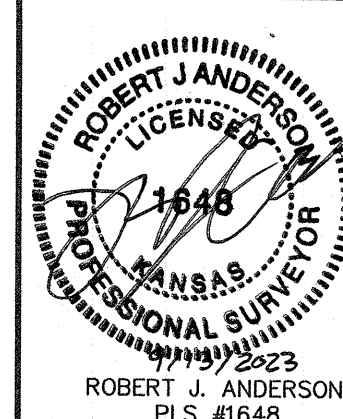
MARLENE J. LEINMILLER  
**NOTARY CERTIFICATION:**  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) S.S.  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED MARLENE J. LEINMILLER, OWNER, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN DID SAY THAT SHE IS THE OWNER OF THE PREMISES HEREON, AND THAT SAID MARLENE J. LEINMILLER ACKNOWLEDGED SAID INSTRUMENT TO BE HER FREE ACT AND DEED.  
I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN MY OFFICE THE DAY AND YEAR LAST WRITTEN ABOVE.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC  
PRINTED NAME

DATE PREPARED: JULY 12, 2023

**FINAL PLAT**



**ANDERSON**  
SURVEY COMPANY  
1270 N.E. DELTA SCHOOL ROAD  
LEE'S SUMMIT, MISSOURI 64064  
(816) 246-5050



ROBERT J. ANDERSON  
LICENSED PROFESSIONAL SURVEYOR  
KANSAS  
#1648

KANSAS STATE CERTIFICATE OF AUTHORITY, LS-3

I HEREBY CERTIFY THAT THE FINAL PLAT OF "SWIG - 5959 BARKLEY" IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE KANSAS BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS, AND LANDSCAPE ARCHITECTS, AND I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS, TO THE BEST OF MY PROFESSIONAL INFORMATION, KNOWLEDGE AND BELIEF.

<b>City of Mission</b>	Item Number:	7b.
<b>ACTION ITEM SUMMARY</b>	Date:	October 18, 2023
<b>Community Development</b>	From:	Brian Scott

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

**RE:** Final Plat of Morrison Ridge Park Second Plat (5200 Block of Riggs Avenue) – PC Case #23-12

**RECOMMENDATION:** Approve the resolution accepting the easements associated with the final plat of Morrison Ridge Park Second Plat.

**DETAILS:** Morrison Ridge Park was first platted in April of 1913 by William Stang. Lots were subsequently developed along Riggs Avenue and Ridge Avenue (which would later become Walmer Street) from the 1920s until the 1980s.

The plat identified Morrison Avenue to the west of Riggs Avenue with a connector street between the two called Florence Street. However, Morrison Avenue and Florence Street were never built.

The City was contacted about a year ago by Mr. England whose family had built a home on Riggs Avenue in the 1960s and owned a parcel of property at what would be the northeast corner of Morrison Avenue and Florence Street. His inquiry was regarding the feasibility of splitting the lot into two lots and building a home on each. Further discussions with staff resulted in Mr. England contacting the family who owned the parcel at the southeast corner of Morrison Avenue and Florence Street and making an offer to purchase that parcel as well.

The two parcels were eventually sold to Mr. Kevin Klassen, a home builder in the area. Mr. Klassen has filed an application for a preliminary and final plat that would split both parcels (each a little under an acre) into two lots for a total of four lots to be developed for single family homes.

Florence Street is identified as right-of-way on the proposed plat as it was on the original. Mr. Klassen is proposing to build Florence Street as a private street to serve the four lots and has agreed to enter into a maintenance agreement for the street that would be recorded with the Register of Deeds and may ultimately be transferred to the owners of the individual lots.

Mr. Klassen has obtained a storm water easement from the two properties at 5230 and 5234 Riggs Avenue for an existing storm water sewer that runs through their properties and would adjoin his. He has also obtained an easement from the apartment complex (Hillsborough) to the west to allow storm water to be directed on to their land through a

Related Statute/City Ordinance:	Chapter 440.260 of the Mission Municipal Code
Line Item Code/Description:	N/A
Available Budget:	N/A

<b>City of Mission</b>	Item Number:	7b.
<b>ACTION ITEM SUMMARY</b>	Date:	October 18, 2023
<b>Community Development</b>	From:	Brian Scott

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

storm channel that runs to the west.

The Planning Commission approved the preliminary plat in March of this year and reviewed the final plat at their September 25, 2023 meeting. The Planning Commission voted to recommend approval of the Final Plat of Morrison Ridge Park Second Plat to the City Council by a vote of 7-1.

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

Related Statute/City Ordinance:	Chapter 440.260 of the Mission Municipal Code
Line Item Code/Description:	N/A
Available Budget:	N/A



**CITY OF MISSION, KANSAS**

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

**A RESOLUTION ACCEPTING THE FINAL PLAT OF MORRISSON RIDGE PARK SECOND PLAT AND ACCESS AND DRAINAGE EASEMENTS WITHIN SAID PLAT AS THOSE OF THE CITY OF MISSION TO HOLD IN PERPETUITY**

**WHEREAS**, Morrison Ridge Park was first platted in 1913 and certain lots of that original plat have never been developed; and

**WHEREAS**, Lots 351 through 356 of the Morrison Ridge Park plat are contained within a parcel identified as KP42500000 0351 and lots 357 through 362 of the same plat are contained within a parcel identified as KP42500000 0357; and

**WHEREAS**, Mr. Kevin Klassen of Klassen Construction submitted an application to the Community Development Department of the City of Mission (PC Case # 23-03) for a preliminary plat of Morrison Ridge Second Plat that would combine undeveloped lots 351 through 362 of the original Morrison Ridge Park plat into Lots 1 through 4 of a new plat to be known as Morrison Ridge Park Second Plat.

**WHEREAS**, A public hearing was held before the Planning Commission at their regularly scheduled meeting on March 27, 2023 at which time public comment was taken regarding PC Case #23-03, after which the Planning Commission voted 8-1 to approve the application; and

**WHEREAS**, Mr. Klassen submitted an application for a final plat of Morrison Ridge Park Second Plat to the Community Development Department of the City of Mission (PC Case #23-12) and said application was considered by the Planning Commission at their regularly scheduled meeting on September 25, 2023 at which time the Planning Commission approved the applications by a vote of 7-1.

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

**Section 1. Approval of Final Plat** – Pursuant to Section 440.240 through Section 440.260 of the Mission Municipal Code, approval of the final plat of Morrison Ridge Park Second Plat (Exhibit A) is hereby granted.

**Section 2. Acceptance of Utility Easement** - The City of Mission hereby accepts a non-exclusive easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and under those areas outlined and designated on the Final Plat of Morrison Ridge Park Second Plat as "Storm Sewer Easement" or "Drainage Easement" or "D/E."

**Section 3. Mayor's Signature** - The Mayor shall affix her signature to the final plat of Morrison Ridge Park Second Plat attesting to the acceptance.

**Section 4. Recording of Plat** - Said Plat shall be recorded with the Johnson County Register of Deeds within 18 months of the date of this resolution.

**Section 5. Maintenance Agreement** – In conjunction with the acceptance of the said Plat, the City shall enter into an “Agreement for Use and Maintenance of Right of Way” (Exhibit B) granting the right to the owner(s) of Lots 1-4 designated on the final plat of Morrison Ridge Park Second Plat to use the City owned right-of-way designated on said Plat as “Florence Street” and the obligation of the same to maintain said right-of-way.

**Section 6. Recording of Maintenance Agreement** – The “Agreement for Use and Maintenance of Right of Way” shall be executed by all parties and recorded with the Johnson County Register of Deeds at the time the Plat is recorded.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION**  
on this 18 day of October 2023.

**APPROVED BY THE MAYOR** on this 18 day of October 2023.

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Solana Flora, Mayor

ATTEST:

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Robyn L. Fulks, City Clerk





## AGREEMENT FOR USE AND MAINTENANCE OF RIGHT OF WAY

This Agreement made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **Klassen Construction, LLC**, a limited liability company, its grantees, successors and assigns (“**Klassen**”), and the **City of Mission, Kansas** (the “**City**”).

### WITNESSETH:

WHEREAS, Klassen is developing a residential project within the City of Mission, Kansas, generally located at 52<sup>nd</sup> Street and Riggs Street, to be platted into four lots and known as Morrison Ridge Park, 2<sup>nd</sup> Plat (the “**Klassen Parcel**”);

WHEREAS, the legal description of the Klassen Parcel is attached hereto as Exhibit “A”; and

WHEREAS, the Klassen Parcel is **landlocked**, however can be accessed from Riggs Street through an unimproved portion of City right of way known as Florence Street, as shown on the plat of Morrison Ridge Park, 2<sup>nd</sup> Plat (the “**Florence Street Area**”); and

WHEREAS, the City has no present plans to improve or maintain the Florence Street Area, and Klassen is willing to improve and maintain same to provide access to the Klassen Parcel.

WHEREAS, the parties wish to enter into an Agreement whereby Klassen would be responsible for the improvement and maintenance of the Florence Street Area in consideration of this Agreement and the City’s willingness to allow Klassen to utilize the Florence Street Area as a driveway for access to the Klassen Parcel.

NOW THEREFORE, Klassen and the City agree as follows:

### ARTICLE I - Obligations of Klassen

1.1 Klassen, or its grantees or successors, shall be responsible for the construction and maintenance of a concrete driving surface to City standards over and upon the Florence Street Area, including replacement, repairs, cleaning, and snow removal, as well mowing and maintenance of any landscaping in areas adjacent to the drive and within the Florence Street Area. The City shall have the right, however no obligation, to determine when repairs or cleaning are necessary, and to otherwise protect its right of way. In the event Klassen, or its grantees or successors, fails to repair or clean the Florence Street Area as directed by the City, the City shall have the right, however no obligation, to perform such repairs or cleaning and assess the costs thereof as a lien on the Klassen Parcel.

1.2. The Florence Street Area shall be used as a private drive to provide access to the owners and invitees of the Klassen Parcel to Riggs Street and for no other purpose.

1.3 Klassen, and its grantees and successors, shall maintain commercial general liability insurance in the amount of \$1,000,000 from a provider approved by the City,  naming the City as an additional insured , which will protect the City from liability related to the use of, and activities in, the Florence Street Area described herein.

1.4 Klassen, and its grantees and successors, hereby release the City, the Mayor and the members of the City Council (collectively the “**Governing Body**”), and employees of the City from any and all past, present or future liability related to use of the Florence Street Area; provided, however, that the foregoing release shall not apply to the gross negligence or willful misconduct of the City, Governing Body, or employees of the City.

1.5 Klassen, and its grantees and successors, shall indemnify and hold harmless the City, the Governing Body and employees of the City from and against any and all losses incurred or suffered by any person or to any real or personal property as a result of, or in connection with, the use of the Florence Street Area as described herein; provided,

however, that the foregoing indemnity shall not apply to the gross negligence or willful misconduct of the City, Governing Body, or employees of the City.

1.6 The owners of the Klassen Parcel shall be jointly and severally responsible for performance of this Agreement, and shall decide among themselves any sharing of costs; the City shall have no responsibility to oversee the collection or application of funds.

## ARTICLE II – Miscellaneous

2.1 Klassen may not assign the rights or obligations under this Agreement without the express written consent of the City.

2.2 This Agreement shall be binding upon the parties and their respective successors and assigns. It is the intention of the parties hereto that this Agreement shall be a covenant running with the land and shall bind all successive owners of any interest in the property subject to this Agreement.

2.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

2.4 At Klassen's expense, this Agreement shall be filed of record with the Johnson County, Kansas Register of Deeds.

2.5 This Agreement may only be altered or amended by written, mutual agreement of the parties, and such amendment shall be filed with the Johnson County, Kansas Register of Deeds.

2.6 It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and Klassen and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.

2.7 Pursuant to K.S.A. 10-1101 *et seq.*, the City is obligated only to expend funds under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. The City shall not incur any indebtedness in excess of funds budgeted and appropriated for products and services set forth in this Agreement during the City's current budget year.

2.8 City may terminate this Agreement at its option if Klassen, or its grantees or successors fails to perform its obligations under this Agreement.

2.9 This Agreement shall be in all respects subordinate and inferior to existing utility easements and the rights of the City in and to its right of way.

2.10 This Agreement shall terminate at such time as the City provides public notice that it will assume control and maintenance of the Florence Street Area.

*[Remainder of page intentionally left blank.]*

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

**CITY OF MISSION, KANSAS**  
**(the "City")**

By: \_\_\_\_\_  
Solana Flora, Mayor

ATTEST:

\_\_\_\_\_  
Robyn Fulks, City Clerk

MUNICIPAL CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  )  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, That on this \_\_\_\_ day of \_\_\_\_\_ 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Solana Flora, Mayor of the City of Mission, a Kansas municipal corporation and Robyn Fulks, City Clerk of said municipal corporation, who are personally known to me to be the same persons who executed the within instrument on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My appointment expires:

\_\_\_\_\_

**KLASSEN CONSTRUCTION, LLC**

("Klassen")

By:   
Kevin Klassen, Managing Member

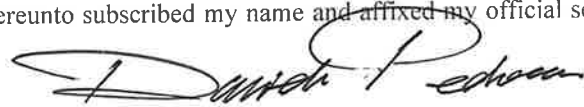
**LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT**

STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

BE IT REMEMBERED, That on this 30<sup>th</sup> day of May, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Klassen, Managing Member of Klassen Construction, LLC, a Limited Liability Company duly formed under the provisions of the Kansas Limited Liability Company Act, who is personally known to me to be the such Managing Member who is personally known to me to be the same person who executed the foregoing instrument on behalf of said company, and such person duly acknowledged the execution of same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Appointment Expires  
08/23/2026

  
Notary Public

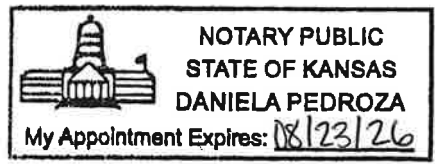


Exhibit "A"

Lots 1 – 4, inclusive, MORRISON RIDGE PARK, SECOND PLAT, a replat of Lots 351 through 362, Morrison Ridge Park, a subdivision in the City of Mission, Johnson County, Kansas

**AT A GLANCE**

**Applicant:**  
Kevin Klassen

**Case Number:**  
#23-12

**Location:**  
Riggs Road between 52nd and 53rd Street

**Project Name:**  
Morrison Ridge Final Plat

**Property ID:**  
KP425000000357; KP425000000351

**Project Summary:**  
The applicant is requesting approval of the final plat for two properties that are currently vacant. The proposed plat splits the two current lots into four lots in preparation for construction of four new single-family homes.

**Current Zoning:**  
R-1

**Proposed Zoning:**  
N/A

**Current Land Use:**  
Vacant

**Staff Contact:**  
Karie Kneller, City Planner

**Proposed Land Use:**  
Single-Family

N/A Public Hearing Required

**Legal Notice:**  
N/A



## BACKGROUND AND PROPERTY INFORMATION

The subject property is located at approximately Riggs Street, half a block north of 53rd Street and west of properties on the west side of Riggs Street. Each of the properties are .47 acres. The lots are zoned R-1 “Single-Family Residential” and are surrounded by R-4/RP-4 “Garden Apartment District” zoning on the west and R-1 zoning on the east with multi-family and single-family uses.

The original 1913 plat of Morrison Ridge Park includes the lots on the north (labeled 357-362) and lots on the south (351- 356), and provides a 40-foot right-of-way for a public street, “Florence Street,” that was not constructed. These lots are under ownership by the applicant. The original plat does not provide for public utility easements.

There is underground private storm water infrastructure that runs between two single-family homes at 5230 Riggs Street and 5234 Riggs Street, which currently empties into a storm water inlet at the back of the properties and into a drainage ditch to the west. Additionally, sanitary sewer infrastructure is located in the public right-of-way (Florence Street) and west of the subject properties.

## PROJECT PROPOSAL

This re-plat will consolidate lots 357-362 and lots 351-356 and split the consolidated lots north to south to create four lots. Lot 1 and Lot 2 are north of the public right-of-way, and Lot 3 and Lot 4 are south of the public right-of-way. The original 40-foot right-of-way will remain public, but a private driveway is proposed to be constructed that will be privately maintained. Public utility rights-of-way are also proposed.

## PLAN REVIEW AND ANALYSIS

### Municipal Code

Mission municipal code at §440.260 states that Preliminary Plats shall be approved by the Planning Commission if it determines that:

A. Prior to consideration of any final plat, City staff shall determine whether dedication of right-of-way will be required.

***Analysis: No additional right-of-way is required behind what was on the original plat.***

B. Final plats shall be approved by the Planning Commission if it determines that:

1. The final plat substantially conforms to the approved preliminary plat and rule exceptions granted thereto.
2. The plat conforms to all applicable requirements of this Code, subject only to approved rule exceptions.

3. All submission requirements have been satisfied.
4. Approval of a final plat shall require the affirmative vote of a majority of the membership of the Planning Commission.

***Analysis: The final plat conforms to the approved preliminary plat and conforms to requirements of the municipal code. Easement agreements between property owners at 5230 Riggs Street and 5234 Riggs Street were submitted as part of the final plat.***

C. Following approval of the final plat by the Planning Commission, the final plat shall be submitted to the City Council for review of land proposed to be dedicated for public purposes. The City Council shall approve or disapprove the dedication of land for public purposes within thirty (30) days after the first (1st) meeting of the City Council following the date of the submission of the plat to the City Clerk. The City Council may defer action for an additional thirty (30) days for the purpose of allowing for modifications to comply with the requirements established by the City Council. No additional filing fees shall be assessed during that period. If the City Council defers or disapproves any such dedication, it shall advise the Planning Commission of the reasons therefor. No plat shall be filed with the Register of Deeds unless such plat bears the endorsement that the land dedicated to public purposes has been approved by the City Council

***Analysis: The final plat, upon Planning Commission's recommended approval, will be considered by the City Council to approve the dedicated easements for stormwater utilities.***

D. Final plats shall be recorded with the Register of Deeds within eighteen (18) months following City Council approval of land dedicated to public purposes. Final plats which are not recorded within said time period shall be deemed null and void.

***Analysis: Staff will ensure the plat is recorded within the stipulated timeframe.***

## RECOMMENDATION

For the Preliminary Plat, the Planning Commission approved Case # 23-03, the Preliminary Plat for Morrison with the following conditions:

- A. Prior to submittal of the final plat, the applicant is required to obtain a permanent drainage easement from the existing property to the east of Lot 4 in order to tie into existing storm water infrastructure.
- B. Prior to submittal of the final plat, the applicant is required to obtain a permanent drainage easement for the existing property to the west of Lot 3 in order to install rip-rap.
- C. Prior to submittal of the final plat, the applicant is required to submit a storm water management study that documents existing versus proposed storm water flow and analysis that shows that the additional storm water flow does not have an adverse impact on downstream properties.



D. The final plat shall note that the private drive shall be maintained in perpetuity by the property owner(s) of Lots 1-4.

E. A maintenance agreement shall be recorded with the Johnson County Register of Deeds.

***Analysis: The above conditions A-E have been satisfied with the submittal of this final plat.***

Staff recommends that the Planning Commission recommend approval of Case #23-12, the Final Plat of Morrison Ridge to the City Council with the following conditions:

1. The property owner will attain an easement agreement with adjacent property owner to the west (5285 Foxridge Drive) to gain access and to install rip rap for drainage on the adjacent property; construction permitting is contingent upon this easement agreement and feasibility of construction details.
2. Permitting drawings for building construction shall be submitted to the City of Mission for review and approval prior to construction.
3. Permitting drawings for stormwater utility construction shall be submitted to the City of Mission for review and approval prior to construction.

## **PLANNING COMMISSION ACTION**

The Planning Commission will hear Case #23-12, the Final Plat of Morrison Ridge, at its September 25, 2023 meeting.

## **CITY COUNCIL ACTION**

The City Council will hear Case #23-12, the Final Plat of Morrison Ridge, at its October 18, 2023.

<b>City of Mission</b>	Item Number:	7a.
<b>ACTION ITEM SUMMARY</b>	Date:	October 18, 2023
<b>Administration</b>	From:	Laura Smith

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

**RE:** Resolution of Intent – 58/Nall Project

**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 \$20,000,000 to finance the costs of acquiring, constructing, improving and equipping a commercial multifamily facility for the benefit of MOJO Built, LLC and its successors and assigns.

**DETAILS:** John Moffitt, Jr., of MOJO Built, LLC has formally applied for consideration of both sales and property tax abatement in connection with a proposed 77-unit multi-family project located at 58th Street and Nall. The Developer’s team has worked for the last several months with staff and the City’s outside consultants to reach a recommendation for Council consideration and action.

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 the October 4, 2023 Finance & Administration Committee meeting, a recommendation was made to bring the Resolution of Intent forward for public hearing on October 18, 2023 granting a 70% abatement, with the percentages attributed to various criteria as follows:

Baseline – Meets Policy Criteria	45%
Capital Investment Adjustment	5%
Target Area Adjustment	10%

Related Statute/City Ordinance:	K.S.A. 12-1740 <i>et seq.</i> , City Council Policy 131
Line Item Code/Description:	N/A
Available Budget:	N/A

<b>City of Mission</b>	Item Number:	7a.
<b>ACTION ITEM SUMMARY</b>	Date:	October 18, 2023
<b>Administration</b>	From:	Laura Smith

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

Attainable Housing Adjustment	7.5%
Environmental Design Adjustment	2.5%
<b>Total Abatement Percentage</b>	<b>70%</b>

A detailed memorandum, cost benefit analysis report and additional materials outlining the potential financial benefits of the project to the City and other taxing jurisdictions is included in the packet.

On October 18, the City Council will conduct the public hearing on the IRB application. 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 which will govern the responsibilities and commitments of both the City and the Developer. Staff and the City’s consultants will review the performance agreement and answer any remaining questions the Governing Body might have.

If, following the Public Hearing, the Governing Body is not prepared to act on the Resolution staff recommends continuing the public hearing to a Special Meeting to be held at 6 pm on Wednesday, October 25, 2023.

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 attached memorandum will occur following construction of the project to satisfy the requirements outlined in the IRB statutes.

**CFAA CONSIDERATIONS/IMPACTS:** The Community for All Ages initiative is an effort to consider the needs of residents of all ages when evaluating projects. There is demographic evidence that points to an emerging trend of shifting needs and desires for housing options in communities with high walkability across multiple generations. Projects of this type can aid in providing attainable housing to meet the needs of a variety of current and future Mission residents.

Related Statute/City Ordinance:	K.S.A. 12-1740 <i>et seq.</i> , City Council Policy 131
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 \$20,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING A COMMERCIAL MULTIFAMILY FACILITY FOR THE BENEFIT OF MOJO BUILT LLC AND ITS SUCCESSORS AND ASSIGNS**

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**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**, MOJO Built LLC, a Kansas 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 commercial multifamily facility located generally at 5808 Nall 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 \$20,000,000 (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 \$20,000,000, 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 5808 Nall 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 \$20,000,000 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> <sup>1</sup>	<u>Approximate Percentage of Payments in Lieu</u>
1	30%
2	30%
3	30%
4	30%
5	30%
6	30%
7	30%
8	30%
9	30%
10	30%

<sup>1</sup>Year refers to the first full calendar year following the issuance of the bonds.

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 18<sup>th</sup> day of October, 2023.

**CITY OF MISSION, KANSAS**

[SEAL]

By: \_\_\_\_\_  
Solana Flora, Mayor

ATTEST:

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

Resolution of Intent  
58 Nall IRB



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**PERFORMANCE AGREEMENT**

**Dated as of** \_\_\_\_\_

**BETWEEN THE**

**CITY OF MISSION, KANSAS**

**AND**

**MOJO BUILT, LLC**

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## PERFORMANCE AGREEMENT

**THIS PERFORMANCE AGREEMENT**, dated as of \_\_\_\_\_, 2023 (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 **MOJO BUILT, LLC**, a Kansas 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 the credit of the City in a principal amount not to exceed \$20,000,000 (the “**Bonds**”), for the purpose of acquiring, constructing, furnishing, and equipping an approximately 89,427 square foot, three story, 77 unit multiple family housing project to be located at 5808 Nall Avenue, Mission, Kansas, including land, buildings, structures, improvements and fixtures (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 A**, 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 \_\_\_\_\_, 2023 between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

**“Applicable Percentage”** means 30%, 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 A**.

**“Attainable Unit”** means a residential apartment unit for a lessee with income at or below sixty percent (60%) of 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.

**“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 \$20,000,000.

**“Company”** means **MOJO BUILT, LLC**, a Kansas limited liability company, and its successors and assigns.

**“Credit”** means an upward percentage adjustment of the tax abatement; the Credits for the Project are set forth on **Exhibit E**.

**“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.

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

**“Project”** means acquiring, constructing, and equipping an approximately 89,427 square foot, three story, 77 unit multiple family housing project, including land, buildings, structures, improvements, fixtures, machinery, equipment, all located within the municipal boundaries of the Issuer at the property set forth in **Exhibit B** 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 B** 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 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 \_\_\_\_\_.

**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 were 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 20<sup>th</sup>), 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 10<sup>th</sup> of the immediately succeeding calendar year).

The basis for the Applicable Percentage and Credits received is set forth on **Exhibit E**. 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) 30%. 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 real property portion of 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 Lease Agreement 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

**Section 2.14. Construction Schedule.** Subject only to Force Majeure, the Company shall commence and substantially complete construction of the Project as in accordance with the schedule set forth on **Exhibit C**. "Substantially complete," for purposes of this Section, shall mean that 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. Failure of the Company to actually commence or substantially complete construction of the Project in accordance with the schedule set forth on **Exhibit C** (after any applicable notice and cure period) shall constitute an Event of Default under this Agreement. Notwithstanding anything to the contrary contained herein, the schedule for the commencement and completion of construction activities described on **Exhibit C** 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 continuously operate the Project at a standard commensurate with similar multiple-family housing projects.

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 multiple-family housing projects, including, but not limited to, the implementation of the maintenance procedures set in **Exhibit D**.

**Section 3.5. Attainable Housing Certification.** During the Term, Company shall maintain not less than eight (8) Attainable Units, with a mix of two (2) studio units, four (4) one bedroom units and two (2) two bedroom units. By not later than May 1 of each year while the Bonds are outstanding, Company shall submit an annual report to the City in substantially the form attached as **Exhibit F** (“**Annual Report**”) for the prior calendar year or portion of any prior calendar year that the Attainable Units start or cease being required under the terms of this Agreement with a certification that the Project complies with this Agreement. The Company shall use its best efforts to obtain the following information for each Attainable Unit in the Project for inclusion in the Annual Report: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; and (vi) total gross household income of all residents living in the unit.

Company shall honor the terms of tenancies in effect at the time of the expiration of the Term. For avoidance of doubt, if at the time of the expiration of the Term, there are two years or more remaining on a lease of an Attainable Unit, Company shall continue to observe the requirements of this Section 3.5 for the balance of the lease term. In the event during the term of a lease the income of the household member(s) of an Attainable Unit exceeds 60% of the AMI, Company may continue to honor the lease, however if two or more years remain in the lease term, the unit will no longer be considered an Affordable Unit.

Attainable Units must be located proportionally throughout floors of the building compared to market rate units. Attainable Units must be indistinguishable from market rate units and shall be architecturally equivalent; interior layouts, designs, materials and finishes must be functionally equivalent, however do not have to be identical. Attainable Units must share the same entrances, common areas and amenities as market rate units.

**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 designated by City and reasonably approved by Company. 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 designated by City and reasonably approved by Company. Said initial certification shall be obtained within twelve (12) months of completion of the Project. 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 G**.



### **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 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.

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, and that the Project is not located in a redevelopment project area.

## 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, assign 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. 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; provided that, if such Event of Default is of a nature that it cannot reasonably be cured within 60 days, then such occurrence will not constitute an Event of Default so long as Company: (a) commences to cure such failure within such 60-day period; and (b) diligently pursues such cure to completion. 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 were 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 Attainable Housing and Environmental Design Credits, compliance with which is mandatory, in the event of a failure to comply with the requirements of a Credit (as shown on **Exhibit G**), and as an alternative to terminating this Agreement, the Issuer may adjust (upward) 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.

[Remainder of page intentionally blank.]

**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)

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Solana Flora, Mayor

ATTEST:

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Robyn L. Fulks, City Clerk

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

**MOJO BUILT, LLC, a Kansas limited liability company**

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

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

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

**Address:** 5300 College Boulevard  
Overland Park, Kansas 66211  
Attn: John Moffitt

**EXHIBIT A**

**APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS**





Applicant's Attorney (Name and Firm) Chris Kline - Husch Blackwell LLP

Mailing Address: 4801 Main Street, Suite 1000  
Street and/or P.O. Box

Kansas City MO 64112  
City State Zip

Telephone Number: 816-983-8285 E-mail: chris.kline@huschblackwell.com

Estimated amount of issue: \$20,000,000 Number of years for the loan: 5 yr construction loan

Is Applicant requesting a property tax abatement? (Yes or No) Yes

Part II – Bond Information

Briefly describe the proposed financing. Construction of a three-story, 77-unit apartment complex w/ 97 parking spaces, attainable housing options, and a level 1 green globes certification.

Is the proposed project a new facility, expansion, or replacement of another existing facility? New facility

Please state the reason for the establishment of the new facility, expansion or replacement of the existing facility: Site includes the former Sunflower Medical Group office building and three parcels to the south along Nall Avenue. Existing buildings will be demolished.

Is it the applicant's understanding that the interest on the proposed issue is tax-exempt or taxable? Tax-exempt

Proposed number of years to amortize the bond issue 10

Describe proposed call features: N/A

Describe the proposed security for the bonds (i.e. pledge of collateral, corporate/personal guarantees, debt service reserve fund, credit enhancements, etc.). N/A

Proposed date of issue: Fourth Quarter 2023

Proposed date of closing: Fourth Quarter 2023

Will the bonds be rated? N/A By whom? N/A

Interest rate to be fixed for variable rate Fixed. If variable, please describe:

Please indicate whether the bonds will be sold or offered to individuals or entities other than the applicant (if so, please describe) Bonds will be purchased by applicant or an affiliate of applicant.

Please attach proposed debt service schedule, if available.

Anticipated source and use of project financing.

Sources:

Bond Proceeds \$20,000,000

Cash \_\_\_\_\_

Other \_\_\_\_\_

Interest on bond proceeds during construction \_\_\_\_\_

TOTAL = \$ \$20,000,000

Uses:

Land Cost	\$ <u>1,650,000</u>
Construction Costs	<u>\$15,197,560</u>
Machinery/Equipment	<u>\$35,000</u>
Cost of Issuance (specify)	<u>\$43,000</u>
<u>Financing Costs</u>	<u>\$829846</u>
<u>Total</u>	<u>\$17,755,406</u>

_____	_____
_____	_____
Capitalized Interest	_____
Debt Service Reserve Fund	_____
Underwriting Fee	_____
Other	_____
	TOTAL = \$ <u>\$17,755,406</u>

Please indicated proposed trustee: BOKF, N.A.

Part III – Project Information

Location of the proposed facility: 5555 W.58th Street and 5808, 5818, 5822 Nall Avenue

Size of the proposed facility (include size of building and amount of real property): \_\_\_\_\_  
 An approx. 89,427 sq ft apartment complex with 77 units and amenities.

Name the architect and contractor if designated (name, address and phone). \_\_\_\_\_  
Klover Architects  
Neighbors Construction Company Inc.

What business is proposed by the applicant at this location? \_\_\_\_\_  
77-unit apartment complex with 25 enclosed parking spaces, 58 surface parking spaces,  
and 8 parallel parking spaces.

List the products or services to be rendered. (Include details of the nature and scope of the operation of the business): Apartment will include amenities such as a dog park, bicycle storage, fitness center, and charging stations for electric vehicles. The unit mix will include  
10 studio units, 55 one-bedroom units, and 12 two-bedroom units.

What percentage of the facility will be occupied by the applicant? (If less than 100%, please specify other occupants): Applicant will lease the 77-units to residential users.

Describe type of building construction proposed: Stick framed

Current zoning: Downtown Neighborhood District

Anticipated date of completion: Fourth Quater 2024

Part IV -- Business Information

Describe the organizational structure of the firm (proprietorship, partnership, subsidiary, corporation, not-for-profit, etc.) Limited liability company.

Name of parent company, if applicable: N/A

Is the applicant's stock publicly held? No

If so, which stock exchange? \_\_\_\_\_

In what state is the applicant incorporated? Kansas

Date of incorporation? 1/29/2014

Indicate applicant's principal bank? Arvest Bank - David Hughes

Which CPA firm does the accounting/audit? CBIZ - or alternate

CONTACT PERSON

ADDRESS

TELEPHONE/FAX

Please indicate what company will be performing the environmental audit. \_\_\_\_\_

Marston Design Studio - or alternate

CONTACT PERSON

ADDRESS

TELEPHONE/FAX

Describe any pending or threatened litigation: N/A

If Applicant, or any partner, director, member, employee, affiliate, or representative, has (i) been a debtor in bankruptcy, (ii) defaulted on any financial commitment, (iii) been charged with or convicted of a criminal offense (other than traffic violations), or (iv) been accused by any regulatory agency with violations of professional regulations, please explain. N/A

Total employment of applicant: Anticipate generating 3 new FTEs

How many locations does applicant currently have? 1

List Locations:

5300 College Blvd., Overland Park, KS 66211

Percentage of building to occupied by applicant business: 100 %

Applicant business is (Please check one)  New  Existing in Mission

Relocating from \_\_\_\_\_

The amount set aside for new employee training is: N/A Less than 1% of total new payroll

N/A Between 1% and 2% of total new payroll N/A More than 2% of total new payroll

Is applicant a retailer? Yes  No

Please indicate any notable characteristics of the employees for this facility: \_\_\_\_\_

Describe the economic benefits to the city's economy if the transaction is completed. \_\_\_\_\_

See Cost-Benefit Analysis prepared by Municipal Consulting, LLC.

Please note any other data or information you deem pertinent to the consideration of this project's financing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Part V – Attachments

In order to facilitate the timely processing of the application, please attach as part of the proposal the following items:

1. Narrative describing all incentives the applicant has or is requesting from the State of Kansas along with the status of such requests.
2. Tax clearance certificate from the Kansas Department of Revenue.

Part VI - Certification of Applicant

The following conditions are also understood and agreed to:

1. The City may, upon making a determination that it is in the public interest, to require payment in lieu of taxes to the City during all or part of the term of the Industrial Revenue Bonds.
2. The applicant agrees to pay any and all costs associated with the review of the proposal prior to issuance of Industrial Revenue Bonds.
3. The applicant agrees to maintain the facilities funded by the bonds proceeds in a manner appropriate for the market.
4. The City reserves the right to waive any procedural requirements herein unless it is in contravention of State statutes. However, no such waiver shall be made except upon a finding by the City that such waiver is in the public interest.

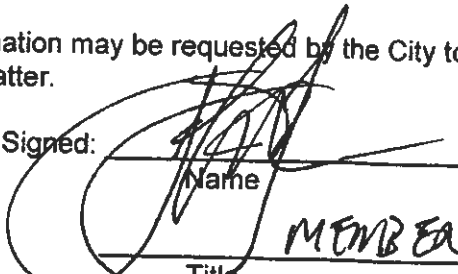
I, JOHN MURPHY, MEMBER, hereby certify  
(Name) (Title)

that the foregoing and attached information is true and correct to the best of my knowledge.

By signing this application, the applicant agrees to pay for all legal and consultant fees and City expenses related to the review of this application.

Further, it is understood that additional information may be requested by the City to assist the Governing Body in its consideration of this matter.

Date: JULY 19 2023

Signed:   
Name \_\_\_\_\_  
Title MEMBER

Part VII - Acknowledgement of Receipt:

Receipt is hereby acknowledged:

Date: \_\_\_\_\_ City Clerk: \_\_\_\_\_

Receipt of Application Fee is hereby received:

Application Fee: \$ \_\_\_\_\_

Date: \_\_\_\_\_ City Clerk: \_\_\_\_\_

**EXHIBIT B**

**PROJECT SITE**

Lots 16, 17, 18 and 46, MISSIONHILL ACRES, a subdivision in the City of Mission, Johnson County, Kansas



**EXHIBIT C**

**ESTIMATED CONSTRUCTION SCHEDULE**

<b><u>Event</u></b>	<b><u>Projected Date</u></b>
Commencement of Construction	July 1, 2024
Substantial Completion of Construction	June 30, 2026

## EXHIBIT D

### 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 multiple-family 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 multiple-family 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 \_\_\_\_\_, 2022.

**EXHIBIT E**

**ABATEMENT CREDITS**

<b>1. Project Investment Adjustment.</b>	<b>5%</b>
<b>2. Target Area Adjustment.</b>	<b>10%</b>
<b>3. Attainable Housing Adjustment.</b>	<b>7.5%</b>
<b>4. Environmental Design Adjustment.</b>	<b>2.5%</b>
<b>5. Base.</b>	<b>45%</b>
	<b>Total – 70%</b>

**100% - 70% = Applicable Percentage (30%)**

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

**EXHIBIT F**  
**FORM OF ANNUAL REPORT**

[Date]

City of Mission, Kansas  
Attn: City Administrator

**Business Name:** MOJO BUILT, LLC (the "Company")

**Contact Address:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Phone No.:** \_\_\_\_\_

**Contact email:** \_\_\_\_\_

This Annual Report is submitted in compliance with Section 3.5 of the Performance Agreement between the Company and the City of Olathe, Kansas, dated as of \_\_\_\_\_, 2023. All capitalized terms used herein shall be as defined in the Performance Agreement.

<b>Unit No.</b>	<b>No. of Bedrooms</b>	<b>Rent and Other Charges</b>	<b>Dates of Any Vacancies in Previous Year</b>	<b>No. of People Residing in unit</b>	<b>Total Gross Household Income</b>

**MOJO BUILT, LLC, a Kansas limited liability company**

**By:**

**Name:**

**Title:**

**EXHIBIT G**  
**(Green Globe Worksheet)**



February 3, 2023

John Moffitt  
John Moffitt & Associates  
JMoffitt@MoffittRealty.com  
913-491-6800

**Re : Green Globes Certification  
Mojo Apartments  
58<sup>th</sup> & Nall  
Mission, KS 66202**

Dear John:

MARSTON design studio, LLC (MDS) has completed a preliminary analysis of the project and the pursuit of Green Globes Certification. The project will be pursuing a One (1) Green Globes Certification in compliance with the Green Building Initiative. See below the projected Green Globes points being pursued for Green Globes Compliance along with the attached Green Globes Preliminary Scorecard.

Green Globes Multifamily for NC

- 345.0 points out of 748.0 Applicable Points, 46.1% - 1 Green Globes projected score.

The project can achieve the targeted One (1) Green Globes Green Globes Certification. We recommend the project submit for Design Review and then finalize the certification process once substantial completion is reached for the project. The pursuit of Green Globes Multifamily New Construction Certification will include the whole property.

Please do not hesitate to contact me if you require additional information or if you have any questions.

Sincerely,

Donald Martin, AIA, NCARB, BECxP, CxA+BE  
GGF, GPCF, LEED AP BD+C / ID+C / O+M,  
CGP, Fitwel Ambassador, NGBS Green Verifier  
Principal  
MARSTON design studio, LLC

Attachments: Mojo Apartments-GG Scorecard-23-0203

Date: 02/03/2023

Project Name: Mojo Apartments-Misison, KS



PROJECT MANAGEMENT		Maximum Points: 50	Expected Points	Applicable Points
<b>1.1</b>	<b>Integrated Design Process (IDP)</b>	<b>9</b>		
1.1.1	Pre-Design Meetings	3	3	3
1.1.2	IDP Performance Goals	3	0	0
1.1.3	IDP Progress Meeting for Design	3	0	0
1.1.4	Capital Asset Plan & Business Case Summary (Federal only)	0	0	0
<b>1.2</b>	<b>Environmental Management During Construction</b>	<b>12</b>		
1.2.1	Environmental Management Systems (EMS)	3	0	0
1.2.2	Clean Diesel Practices	2	0	0
1.2.3	Building Materials and Building Envelope	2	2	2
1.2.4	IAQ During Construction	5	0	2
<b>1.3</b>	<b>Commissioning</b>	<b>29</b>		
1.3.1	Pre-Commissioning	3	0	3
1.3.2	Whole Building Commissioning	19	0	19
1.3.3	Training	1	0	0
1.3.4	Operations and Maintenance Manual	6	3	6
			<b>8</b>	<b>35</b>

SITE		Maximum Points: 115	Expected Points	Applicable Points
<b>2.1</b>	<b>Development Area</b>	<b>30</b>		
2.1.1	Urban Infill and Urban Sprawl	10	5	10
2.1.2	Greenfields, Brownfields and Floodplains	20	10	20
<b>2.2</b>	<b>Ecological Impacts</b>	<b>32</b>		
2.2.1	Site Disturbance and Erosion	8	5	8
2.2.2	Tree Integration	5	0	0
2.2.3	Tree Preservation	4	0	0
2.2.4	Heat Island Effect	13	6	13
2.2.5	Bird Collisions	2	0	2
<b>2.3</b>	<b>Stormwater Management</b>	<b>18</b>	<b>8</b>	<b>18</b>
<b>2.4</b>	<b>Landscaping</b>	<b>28</b>	<b>13</b>	<b>28</b>
<b>2.5</b>	<b>Exterior Light Pollution</b>	<b>7</b>	<b>7</b>	<b>7</b>
			<b>54</b>	<b>106</b>

ENERGY		Maximum Points: 390	Expected Points	Applicable Points
<b>3.1</b>	<b>Energy Performance</b>	<b>100</b>	<b>84</b>	<b>100</b>
<b>3.2</b>	<b>Energy Demand</b>	<b>35</b>		
3.2.1	Passive Demand Reduction	19	0	19
3.2.2	Power Demand Reduction	16	0	16
<b>3.3</b>	<b>Metering, Measurement, and Verification</b>	<b>12</b>		
3.3.1	Metering	8	1	8
3.3.2	Measurement and Verification	4	0	0
<b>3.4</b>	<b>Building Opaque Envelope</b>	<b>31</b>		
3.4.1	Thermal Resistance and Transmittance	10	10	10
3.4.2	Orientation	5	0	0
3.4.3	Fenestration Systems	16	8	16
<b>3.5</b>	<b>Lighting</b>	<b>36</b>		

3.5.1	Lighting Power Density	10	5	10
3.5.2	Interior Automatic Light Shut-off Controls	3	0	3
3.5.3	Light Reduction Controls	4	4	4
3.5.4	Daylighting	8	3	6
3.5.5	Controls for Daylighted Zones	6	0	3
3.5.6	Exterior Luminaires and Controls	5	5	5
<b>3.6</b>	<b>HVAC Systems and Controls</b>	<b>59</b>		
3.6.1	Building Automation System	10	0	0
3.6.2	Cooling Equipment	13	2	13
3.6.3	Cooling Towers	8	0	0
3.6.4	Heat Pumps	6	2	6
3.6.5	Heating Equipment	8	0	8
3.6.6	Condensate Recovery	3	0	0
3.6.7	Steam Traps	2	0	0
3.6.8	Domestic Hot Water Heaters	3	2	2
3.6.9	Variable Speed Control of Pumps	6	0	0
<b>3.7</b>	<b>Other HVAC Systems and Controls</b>	<b>32</b>		
3.7.1	Minimizing Re-heat and Re-cool	6	6	6
3.7.2	Air Economizers	3	0	2
3.7.3	Fans and Ductwork	7	0	6
3.7.4	Demand Controlled Ventilation	10	0	0
3.7.5	Variable Refrigerant Flow Systems	6	0	0
<b>3.8</b>	<b>Other Energy Efficient Equipment and Measures</b>	<b>11</b>		
3.8.1	Elevators and Escalators	5	0	3
3.8.2	Other Energy Efficient Equipment	6	3	6
<b>3.9</b>	<b>Renewable Energy</b>	<b>50</b>		
3.9.1	On-site Renewable Energy	32	0	9
3.9.2	Off-site Renewable Energy	18	0	18
<b>3.10</b>	<b>Energy Efficient Transportation</b>	<b>24</b>	<b>15</b>	<b>24</b>
			<b>150</b>	<b>303</b>

<b>WATER</b>		Maximum Points: 110	Expected Points	Applicable Points
<b>4.1</b>	<b>Water Consumption</b>	<b>42</b>	<b>18</b>	<b>40</b>
<b>4.2</b>	<b>Cooling Towers</b>	<b>9</b>	<b>0</b>	<b>0</b>
<b>4.3</b>	<b>Boilers and Water Heaters</b>	<b>4</b>	<b>0</b>	<b>0</b>
<b>4.4</b>	<b>Water Intensive Applications</b>	<b>18</b>		
4.4.1	Commercial Food Service Equipment	6	0	0
4.4.2	Laboratory and Medical Equipment	5	0	0
4.4.3	Laundry Equipment	4	0	0
4.4.4	Special Water Features	3	0	0
<b>4.5</b>	<b>Water Treatment</b>	<b>3</b>	<b>0</b>	<b>0</b>
<b>4.6</b>	<b>Alternate Sources of Water</b>	<b>5</b>	<b>0</b>	<b>5</b>
<b>4.7</b>	<b>Metering</b>	<b>11</b>	<b>3</b>	<b>6</b>
<b>4.8</b>	<b>Irrigation</b>	<b>18</b>	<b>5</b>	<b>18</b>
			<b>26</b>	<b>69</b>

<b>MATERIALS &amp; RESOURCES</b>		Maximum Points: 125	Expected Points	Applicable Points
<b>5.1</b>	<b>Building Assembly (Core &amp; Shell Including Envelope)</b>	<b>33</b>	<b>8</b>	<b>33</b>
<b>5.2</b>	<b>Interior Fit-Out (including Finishes and Furnishings)</b>	<b>16</b>	<b>8</b>	<b>16</b>
<b>5.3</b>	<b>Reuse of Existing Structures</b>	<b>26</b>		
5.3.1	Facades	6	0	0
5.3.2	Structural Systems	6	0	0
5.3.3	Non-Structural Elements	14	0	4
<b>5.4</b>	<b>Waste</b>	<b>9</b>		



5.4.1	Construction Waste	7	0	6
5.4.2	Operational Waste	2	1.5	2
<b>5.5</b>	<b>Building Service Life Plan</b>	<b>7</b>	<b>0</b>	<b>7</b>
<b>5.6</b>	<b>Resource Conservation</b>	<b>6</b>		
5.6.1	Minimized Use of Raw Materials	3	3	3
5.6.2	Multi-Functional Assemblies	1	0	1
5.6.3	Deconstruction and Disassembly	2	0	2
<b>5.7</b>	<b>Building Envelope - Roofing/Openings</b>	<b>10</b>		
5.7.1	Roofing Membrane Assemblies and Systems	3	1.5	3
5.7.2	Flashings	3	1.5	3
5.7.3	Roof and Wall Openings	4	2	4
<b>5.8</b>	<b>Envelope - Foundation, Waterproofing</b>	<b>6</b>		
5.8.1	Foundation Systems	4	1.5	4
5.8.2	Below Grade Wall Slabs and Above Grade Horizontal	2	1	2
<b>5.9</b>	<b>Envelope - Cladding</b>	<b>5</b>		
5.9.1	Exterior Wall Cladding Systems	3	1	3
5.9.2	Rainscreen Wall Cladding	2	1.5	2
<b>5.1</b>	<b>Envelope - Barriers</b>	<b>7</b>		
5.10.1	Air Barriers	4	2	4
5.10.2	Vapor Retarders	3	1	1
			<b>33.5</b>	<b>100</b>

EMISSIONS		Maximum Points: 50	Expected Points	Applicable Points
<b>6.1</b>	<b>Heating</b>	<b>18</b>	<b>0</b>	<b>0</b>
<b>6.2</b>	<b>Cooling</b>	<b>29</b>		
6.2.1	Use of New or Existing Cooling Equipment (informational)	0	0	0
6.2.2	Ozone-Depleting Potential	10	10	10
6.2.3	Global Warming Potential	10	0	10
6.2.4	Leak Detection	9	0	0
<b>6.3</b>	<b>Janitorial Equipment</b>	<b>3</b>	<b>3</b>	<b>3</b>
			<b>13</b>	<b>23</b>

INDOOR ENVIRONMENT		Maximum Points: 160	Expected Points	Applicable Points
<b>7.1</b>	<b>Ventilation</b>	<b>37</b>		
7.1.1	Ventilation Air Quantity	11	11	11
7.1.2	Air Exchange	8	4	8
7.1.3	Ventilation Intakes and Exhausts	8	6	8
7.1.4	CO2 Sensing and Ventilation Control Equipment	5	0	0
7.1.5	Air Handling Equipment	5	0	0
<b>7.2</b>	<b>Source Control and Measurement of Indoor Pollutants</b>	<b>46</b>		
7.2.1	Volatile Organic Compounds	10	5	10
7.2.2	Leakage, Condensation and Humidity	8	4	8
7.2.3	Access for HVAC Maintenance	4	3	4
7.2.4	Carbon Monoxide Monitoring	4	0	0
7.2.5	Wet Cooling Towers	2	2	2
7.2.6	Domestic Hot Water Systems	2	2	2
7.2.7	Humidification and Dehumidification Systems	3	0	0
7.2.8	Pest and Contamination Control	3	2	3
7.2.9	Other Indoor Pollutants (Tobacco, Radon)	8	1	2
7.2.10	Ventilation and Physical Isolation for Specialized Activities	2	0	0
<b>7.3</b>	<b>Lighting Design and Systems</b>	<b>30</b>		
7.3.1	Daylighting	17	12	17
7.3.2	Lighting Design	13	7	7
<b>7.4</b>	<b>Thermal Comfort</b>	<b>18</b>		
7.4.1	Thermal Comfort Strategies	12	2	3

7.4.2	Thermal Comfort Design	6
<b>7.5</b>	<b>Acoustic Comfort</b>	<b>29</b>
7.5.1	Acoustic Comfort Design	18
7.5.2	Mechanical, Plumbing, and Electrical	11

0	6
0	12
0	9
<b>61</b>	<b>112</b>

**TOTAL:**

Expected Points	Applicable Points
<b>345</b>	<b>748</b>

**46.1% 1 Green Globes**



## MEMORANDUM

Date: October 12, 2023  
To: Mayor and City Council  
From: Laura Smith, City Administrator  
RE: 58/Nall Tax Abatement Request

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### **58/Nall Tax Abatement Request**

John Moffitt, Jr., of MOJO Built, LLC has formally applied for consideration of both sales and property tax abatement in connection with a proposed 77-unit multi-family project located at 58th Street and Nall. The Developer's team has been working for the last several months with staff and the City's outside consultants to reach a recommendation for Council consideration and action.

A work session was held on September 27, 2023 to update the Council on the conversations held with the developer to date and to resolve any questions, concerns or issues prior to the public hearing scheduled for the October 18, 2023 City Council Legislative meeting.

### **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 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.

As referenced above, the IRBs may be used to grant a sales tax exemption, a property tax exemption or both for a particular project. 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 report, conduct a public hearing, adopt an ordinance authorizing the issuance of the revenue bonds and follow certain other procedural requirements prior to issuing revenue bonds.

### **City of Mission Tax Abatement Policy**

Over the last 12-18 months, two developers have indicated their intent to apply to the City for consideration of a property tax abatement. This prompted Council to direct Staff to develop an updated policy with clearer parameters and guidance for both developers and the Governing Body as Council Policy 116 didn't seem to align with the Council's goals and objectives related to redevelopment and incentives. A new tax abatement policy (Council Policy 131) was developed, reviewed, and adopted in July 2023.

The goal was to more clearly define the purpose, scope and policy statements for the Governing Body's consideration of property tax abatement requests. It is important to note that, like any other economic development incentive, the decision to approve the tax abatement tool is completely discretionary, and no decision to grant or deny property tax abatement and/or tax incentives serves as a precedent for any future decisions.

Mission's policy sets out a baseline standard of a 45% real property tax abatement, assuming the project meets all the other criteria outlined in Section 3. The policy requires a project to have a minimum capital investment of \$3 million to even be considered, and a minimum capital investment of \$10 million to be considered for the full abatement (up to 75%). The policy then outlines additional abatement criteria and potential adjustments

(over the 45% baseline) that could be earned by a developer.

The criteria were developed to provide some flexibility for both the City and a developer when evaluating each project on a case-by-case basis. Additionally, the criteria (or the percentages) can be adjusted over time to be reflective of the City’s highest redevelopment and community investment priorities. Staff expects that the policy will need to be reviewed and refined in the future as the Council has more experience in evaluating projects against its framework.

The policy also speaks generally to the procedure to be followed, includes the obligations of the developer to cover costs incurred by the City in the review and evaluation of any request, and the bond origination fees to be paid by the developer should the City approve the request for a tax abatement.

### **58/Nall Performance Agreement**

Using the new Council Policy preliminary terms for a performance agreement have been developed in concert 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. Council Policy 131 allows the Council to mandate one or more of the additional criteria for a project to receive consideration, and the 58/Nall project was required to include both an attainable housing component and a sustainability certification.

The September 22, 2023 memo from Bruce Kimmel outlines the evaluation of the project’s underlying need for incentives as well as the staff and City consultant team’s analysis and scoring of the project against the additional abatement criteria from the tax abatement policy to reach a recommended abatement percentage of 70% over 10 years. The allocation of percentages detailed in Table 1 below illustrates what was presented during the September 27 work session.

Table 1

Baseline – Meets Policy Criteria	45%
Capital Investment Adjustment	5%
Target Area Adjustment	5%
Attainable Housing Adjustment	10%
Environmental Design Adjustment	5%
<b>Total Abatement Percentage</b>	<b>70%</b>

Following discussion at the October 4, 2023 Finance & Administration Committee meeting, a recommendation was made to bring the Resolution of Intent forward for public hearing on October 18, 2023 granting a 70% abatement, but with the percentages attributed to various criteria modified as follows in Table 2

Table 2

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

Key highlights included in the performance agreement for the 58/Nall 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 30% of the taxes due, and 70% 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.
- While the Bonds are outstanding, the developer shall maintain not less than 10% Attainable Units, with a mix of units to be agreed upon between studio, one-bedroom and two-bedroom. By no later than May 1 of each year during the term of the performance agreement, the developer shall submit an annual report to the City for the prior calendar year or portion of any prior calendar year that the Attainable Units start or cease being required under the terms of this agreement with a certification that the project complies with this agreement. The annual report

shall, at a minimum, include the following information for each Attainable Unit in the Project: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; and (vi) total gross household income of all residents living in the unit.

- The agreement specifies that the developer shall honor the terms of tenancies in effect at the time of the expiration of the term. For avoidance of doubt, if at the time of the expiration of the term, there are two years or more remaining on a lease of an Attainable Unit, Company shall continue to observe the requirements of the relevant section/provisions for the balance of the lease term. In the event during the term of a lease the income of the household member(s) of an Attainable Unit exceeds 60% of the AMI, developer may continue to honor the lease, however if two or more years remain in the lease term, the unit will no longer be considered an attainable unit.
- 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 City and reasonably approved by the developer. 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 City and reasonably approved by the developer 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).

During the October 4, 2023 Finance & Administration Committee meeting, Mr. Kimmel also made a brief presentation on the actual dollar impacts the City might anticipate should the abatement be granted. A copy of that presentation is included in the packet.

### **Next Steps**

The City published notice of the October 18, 2023 Public Hearing in the Legal Record on October 10, 2023. Additionally, in accordance with the statutory requirements, notice was provide via email to the Board of County Commissioners and the Shawnee Mission School District.

On October 18, 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 October 18, 2023 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 October 18, 2023 meeting, staff recommends continuing the public hearing to a Special Meeting to be held at 6 pm on Wednesday, October 25, 2023.

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 statutes.

- **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.

If you have questions prior to the October 18, 2023 City Council meeting please do not hesitate to contact me.

# Memo

**To:** City of Mission, Kansas  
**From:** Bruce Kimmel, Senior Municipal Advisor  
**Date:** September 22, 2023  
**Subject:** **58 / Nall Project – Proforma Analysis and Tax Abatement Policy**

---

Ehlers, the City's development finance advisor, has engaged with MOJO BUILT LLC, the Developer of the proposed Mojo Apartments at 58<sup>th</sup> and Nall, to analyze the Developer's fiscal projections and proposed Industrial Revenue Bond (IRB) sales tax exemption and property tax abatement agreement between the City and Developer.

This memo is intended to inform the City Council's September 27 work session regarding the Mojo Apartments and its IRB incentive proposal, prior to Committee and Council consideration of actual IRB assistance terms next month.

## Baseline Need for City Assistance

The Developer submitted to Ehlers a comprehensive Excel workbook detailing its assumptions for the project's development budget, debt and equity financing plan, unit composition and planned rents, and operating revenues and expenses – and projecting its return on investment. Ehlers evaluated each assumption and calculation, asked the Developer to provide further detail in certain areas, and determined that:

- the Mojo Apartments financing plan was valid, with no missing or unconnected pieces that caused us to question the project's fundamental viability;
- the Developer's pre-development estimates were reasonable and comparable to similar apartment projects with which Ehlers is familiar; and
- there was a demonstrated economic gap and rationale for City assistance, in order to achieve a market rate of return – including some level of the Developer's proposed Industrial Revenue Bond (IRB) sales tax exemption on project construction materials and abatement of property taxes.

## City Tax Abatement Policy

As noted above, Ehlers' baseline analysis indicated it was unlikely that the Developer would undertake the project without some level of City incentives via the proposed sales tax exemption and tax abatement mechanisms. For example, with only the sales tax exemption and no tax abatement, we estimated the Developer's average cash-on-cash return at 7.92%, vs. an industry threshold of 10-12% for multifamily housing projects. Tax abatement levels of 70% and 80%, meanwhile, yielded average cash-on-cash returns of 10.26% and 11.29%, respectively.

On a working basis, therefore, we determined that a tax abatement in the range of 70-80%, for a term of 10 years, would allow the Developer to achieve a market-appropriate rate of return.

Concurrently but separately this past summer, the City completed and adopted a new policy relating to the granting of tax abatements. Among other things, this policy lays out eligibility criteria for the provision of tax abatement assistance, and states: “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.” (Section 3)

Note also that Policy Section 3H state that applicants “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”.

The City’s application of its policy criteria and adjustments (see Section 4) yielded the following potential tax abatement percentage:

Baseline – Meets Policy Criteria	45%
Capital Investment Adjustment	5%
Target Area Adjustment	5%
Attainable Housing Adjustment	10%
Environmental Design Adjustment	5%
<b>Total Abatement Percentage</b>	<b>70%</b>

This is an instance in which the policy guidance of a 70% abatement happens to coincide with Ehlers’ economic need indication of a 70-80% abatement for 10 years. We anticipate there will be instances in which the demonstrated economic need exceeds the regular policy adjustments, leading the Council to consider whether and how to surpass the 75% policy maximum. And conversely, there likely will be other projects for which the policy criteria point to a percentage that surpasses the actual need for assistance, leading the Council to deviate downward.

In this case, however, Ehlers’ analysis supports the 70% abatement indicated by the City’s evaluation of the project through the lens of its policy criteria.

Please contact me at [bkimmel@ehlers-inc.com](mailto: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.

# A Tax Abatement Cost-Benefit Analysis of MOJO BUILT LLC for the City of Mission

Revised by  
Municipal Consulting, LLC  
9/28/2023

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## 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	1.62	6%
Johnson County	2.76	18%
Shawnee Mission USD 512	3.19	22%
Johnson Co. Comm. Coll.	2.66	17%
County Parks & Recreation	2.42	14%
Johnson County Library	2.21	12%
Johnson Co. CFD #2	2.57	16%
State of Kansas	2.08	11%

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 70% for 10 years. The analysis assumes that the city, county and state sales taxes would remain at the existing levels. A PILOT payment equal to the existing property taxes is included in this analysis. The projected salaries of the created jobs would be significantly 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 per capita average.

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

*Steve Robb*

R. Steven Robb, Sole Owner  
 Municipal Consulting, LLC  
 Cell: 620-704-6495 E-Mail: steverobb@ckt.net  
 2207 N. Free King Hwy, Pittsburg, KS 66762-8418

<b>COST-BENEFIT ANALYSIS PROJECT SUMMARY</b>		
<b>PROJECT NAME:</b>	MOJO BUILT LLC	
<b>DATE:</b>	9/28/2023 (Revised)	
<b>GOVERNMENTAL ENTITIES INVOLVED:</b>		
<b>CITY:</b>	City of Mission	
<b>COUNTY:</b>	Johnson County	
<b>SCHOOL DISTRICT:</b>	Shawnee Mission USD 512	
<b>SPECIAL TAXING DISTRICT #1</b>	Johnson Co. Comm. Coll.	
<b>SPECIAL TAXING DISTRICT #2</b>	Johnson County Parks	
<b>SPECIAL TAXING DISTRICT #3</b>	Johnson County Library	
<b>SPECIAL TAXING DISTRICT #4</b>	Johnson Co. CFD #2	
<b>STATE:</b>	State of Kansas	
<b>INFLATION RATE:</b>	2.20%	<b>DISCOUNT RATE</b> 7.50%

The assumed inflation rate is based on the lower of the 2023 estimated rate or the previous 7-year average without the highest or lowest annual rates. The discount rate is based on current commercial loan rates.

**EXECUTIVE SUMMARY**

The project consists of the construction of a 77-unit apartment complex and numerous amenities. The complex will include 10 studio units, 55 one bedroom units and 12 two-bedroom units. There will be 25 enclosed parking spaces, 67 surface parking spaces and 5 parallel parking spaces. Amenities will include a dog park, bicycle storage, fitness center and charging stations for electric vehicles. The developer and the city have agreed on a 70% property tax abatement for 10 years. The taxing entity mill levy rates are as published for the respective budget hearings and could possibly change slightly. None of the changes are expected to have a significant impact on the cost-benefit results.

**MOJO BUILT LLC**

<b>Community Data Inputs:</b>								
	City of Mission	Johnson County	USD 512	Comm. Coll.	County Parks	County Library	County CFD#2*	State
Mill Levy	18.500	17.522	50.799	8.116	3.021	3.815	16.072	1.500
Sales Tax	1.750%	1.475%	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
Utility Revenue/HsHld	\$0.00	\$156.83	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
Other Revenues/Res.	\$500.81	\$342.15	n/a	\$210.71	\$49.81	\$52.50	\$494.14	\$2,462
Marg. Cost/Res./Student	\$363.50	\$167.65	\$1,463.40	\$60.49	\$14.94	\$14.72	\$143.26	\$943
Other Revenues/Worker	\$382.84	\$261.55	n/a	\$161.07	\$38.07	\$40.13	\$377.73	\$2,086
Marginal Cost/New Worker	\$277.87	\$128.15	n/a	\$46.24	\$11.42	\$11.26	\$109.51	\$799
State Funding/Pupil	n/a	n/a	\$8,181.06	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	\$2,114
Visitor Daily Spending	\$75.00	\$75.00		Total Mill Levy				\$75
Average Hotel Room Rate	\$105	\$105		119.345				n/a
Retail Pull Factor	1.29	1.25						n/a
Percent of County Share	2.00%	100.00%		* 2023 levy - 2024 levy not published as of the report date.				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

**MOJO BUILT LLC**

<b>Firm Data Inputs:</b>		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		\$1,650,000	\$1,650,000								\$1,650,000	\$1,650,000	
Investment in Building & Improvements		\$15,197,560	\$12,158,048	\$0	\$0						\$15,197,560	\$12,158,048	
Investment in Furniture, Fixtures & Equip.		\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000	\$35,000	
Soft Costs (Design, legal, bonding, contingencies)		\$3,117,440	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,117,440	\$3,117,440	
<b>Total Project Investment</b>		<b>\$20,000,000</b>		<b>\$0</b>							<b>\$20,000,000</b>	<b>\$16,960,488</b>	
Value of City Sales Tax Exemption		\$94,362	Value of County Sales Tax Exemption	\$84,802	Value of State sales tax exemption	\$420,132					\$94,362	\$599,296	
	<b>Growth Rate</b>	<b>Construction Period</b>	<b>Yr. 1</b>	<b>Yr. 2</b>	<b>Yr. 3</b>	<b>Yr. 4</b>	<b>Yr. 5</b>	<b>Yr. 6</b>	<b>Yr. 7</b>	<b>Yr. 8</b>	<b>Yr. 9</b>	<b>Yr. 10</b>	<b>Total</b>
Sales	n/a	\$0	\$0	\$271,944	\$1,369,382	\$1,616,237	\$1,664,292	\$1,714,816	\$1,766,365	\$1,819,474	\$1,874,193	\$1,930,569	\$14,027,272
Purchases	n/a	\$0	\$0	\$110,860	\$81,693	\$87,248	\$89,429	\$91,665	\$93,956	\$96,306	\$98,713	\$101,181	\$851,051
Net City Util. Revenue	2.20%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City Franchise Fees	2.20%	\$0	\$0	\$4,519	\$9,218	\$9,629	\$9,847	\$10,071	\$10,299	\$10,533	\$10,772	\$11,016	\$85,903
PILOT - City		\$0	\$7,145	\$7,145	\$7,145	\$7,145	\$7,145	\$7,145	\$7,145	\$7,145	\$7,145	\$7,145	\$71,448
PILOT - County		\$0	\$6,767	\$6,767	\$6,767	\$6,767	\$6,767	\$6,767	\$6,767	\$6,767	\$6,767	\$6,767	\$67,671
PILOT - State		\$0	\$579	\$579	\$579	\$579	\$579	\$579	\$579	\$579	\$579	\$579	\$5,793
PILOT - School		\$0	\$19,619	\$19,619	\$19,619	\$19,619	\$19,619	\$19,619	\$19,619	\$19,619	\$19,619	\$19,619	\$196,188
PILOT - Comm. Coll.		\$0	\$3,134	\$3,134	\$3,134	\$3,134	\$3,134	\$3,134	\$3,134	\$3,134	\$3,134	\$3,134	\$31,344
PILOT - County Parks		\$0	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$1,167	\$11,667
PILOT - County Library		\$0	\$1,473	\$1,473	\$1,473	\$1,473	\$1,473	\$1,473	\$1,473	\$1,473	\$1,473	\$1,473	\$14,734
PILOT - CFD #2		\$0	\$6,207	\$6,207	\$6,207	\$6,207	\$6,207	\$6,207	\$6,207	\$6,207	\$6,207	\$6,207	\$62,071
<b>Total PILOT</b>			<b>\$46,092</b>	<b>\$46,092</b>	<b>\$46,092</b>	<b>\$46,092</b>	<b>\$46,092</b>	<b>\$46,092</b>	<b>\$46,092</b>	<b>\$46,092</b>	<b>\$46,092</b>	<b>\$46,092</b>	<b>\$460,915</b>
New Employee Households		0	0	2	1	0	0	0	0	0	0	0	3
New Tenant Households		0	0	39	35	0	0	0	0	0	0	0	74
Households new to the city	60%	0	24	21	0	0	0.0	0.0	0.0	0.0	0.0	0.0	45.0
Households new to the county	80%	0	32	28	0	0	0.0	0.0	0.0	0.0	0.0	0.0	60.0
Households new to the state	0.0%	0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	0.0
New students in K-12		0	3	3	0	0	0.0	0.0	0.0	0.0	0.0	0.0	6.0
Students new to the state	0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
New employee average salary	2.20%	\$0	\$27,723	\$32,427	\$33,237	\$34,068	\$34,920	\$35,793	\$36,688	\$37,605	\$38,545		N/A
Tax Abatement-Land		70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	N/A
Tax Abatement-Bldg.		70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	N/A
Visitors	0.0%	0	0	1	0	0	0	0	0	0	0	0	1
			<b>City</b>	<b>County</b>	<b>State</b>								
Percentage of sales taxable in the			0%	0%	0%								
Percentage of purchases taxable in the			0%	0%	0%								
Assumed Inflation Rate			2.20%										



COST-BENEFIT ANALYSIS PROJECT SUMMARY									
<b>PROJECT NAME:</b>	MOJO BUILT LLC						Ratio of		
<b>DATE:</b>	9/28/2023						NPV of Net		
	Total	Total	Net	Net	NPV	Benefits to	Actual	Avg.	
	Benefits	Costs &	Benefits	of Net	of	NPV of	Benefit to	Annual	
Entity	Benefits	Incentives	Benefits	Benefits	Incentives	Incentives	Actual	Rate	
				Value	& Taxes	and Taxes	Cost	of	
				of Net	Abated	Abated	Ratio	Return	
City of Mission	\$1,341,151	\$828,120	\$513,031	\$319,946	\$248,338	1.29	1.62	6%	
Johnson County	\$1,671,421	\$606,677	\$1,064,744	\$675,532	\$230,638	2.93	2.76	18%	
Shawnee Mission USD 512	\$1,943,590	\$609,461	\$1,334,130	\$877,519	\$356,216	2.46	3.19	22%	
Johnson Co. Comm. Coll.	\$559,549	\$210,437	\$349,113	\$227,063	\$67,550	3.36	2.66	17%	
Johnson County Parks	\$155,870	\$64,455	\$91,414	\$59,777	\$25,144	2.38	2.42	14%	
Johnson County Library	\$146,097	\$66,097	\$80,000	\$52,736	\$31,752	2.20	2.21	12%	
Johnson Co. CFD #2	\$981,042	\$382,075	\$598,967	\$390,363	\$133,767	2.92	2.57	16%	
State of Kansas	\$1,084,272	\$522,316	\$561,956	\$306,858	\$432,616	0.71	2.08	11%	
<b>Totals</b>	<b>\$7,882,991</b>	<b>\$3,289,637</b>	<b>\$4,593,354</b>	<b>\$2,909,794</b>	<b>\$1,526,021</b>	<b>1.91</b>	<b>2.40</b>	<b>13.96%</b>	

**SUMMARY OF COSTS AND BENEFITS FOR:**  
**PROJECT: MOJO BUILT LLC**

City of Mission

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **1.62**

DATE: 9/28/2023

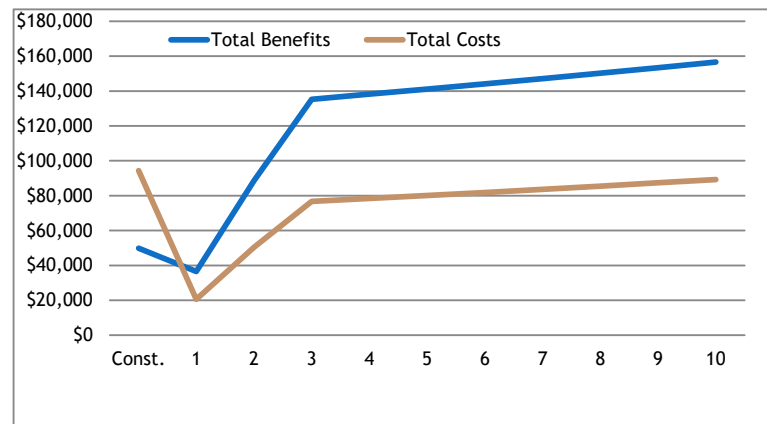
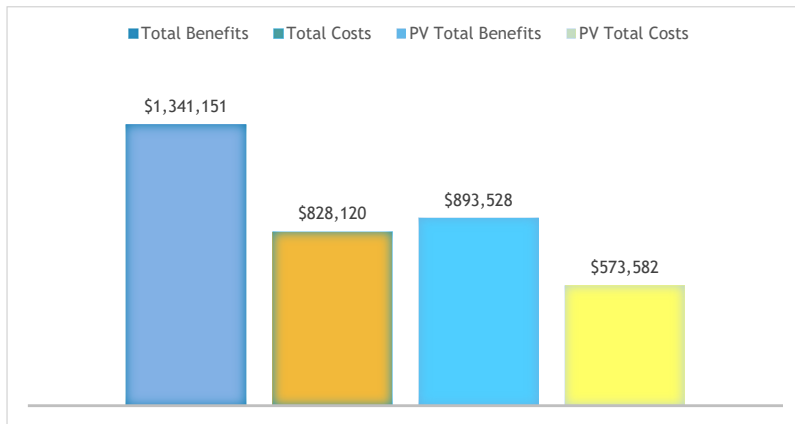
DISCOUNT RATE: 7.50%

Ratio of Present Value of Total Benefits to Present Value of Total Costs: **1.56**

(Typical desired ratio would be 1.3 to 1)

Average Return on Investment: **6.20%**

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.	\$49,867	\$0	\$0	\$0	\$0	\$49,867	\$49,867	\$0	\$94,362	\$94,362	\$94,362	-\$44,495	-44,495	-\$44,495	\$94,362
1	\$0	\$29,377	\$0	\$7,145	\$0	\$36,521	\$33,973	\$0	\$20,564	\$20,564	\$19,129	\$15,958	-28,538	\$14,844	\$19,129
2	\$6,403	\$30,023	\$4,519	\$7,145	\$40,475	\$88,564	\$76,638	\$29,378	\$21,016	\$50,394	\$43,607	\$38,171	9,633	\$33,031	\$18,186
3	\$12,148	\$30,683	\$9,218	\$7,145	\$76,052	\$135,246	\$108,868	\$55,200	\$21,478	\$76,679	\$61,723	\$58,568	68,201	\$47,145	\$17,289
4	\$12,417	\$31,358	\$9,629	\$7,145	\$77,726	\$138,275	\$103,540	\$56,415	\$21,951	\$78,366	\$58,680	\$59,909	128,110	\$44,860	\$16,437
5	\$12,691	\$32,048	\$9,847	\$7,145	\$79,435	\$141,167	\$98,331	\$57,656	\$22,434	\$80,090	\$55,787	\$61,078	189,187	\$42,544	\$15,626
6	\$12,972	\$32,753	\$10,071	\$7,145	\$81,183	\$144,124	\$93,387	\$58,924	\$22,927	\$81,852	\$53,037	\$62,272	251,459	\$40,350	\$14,856
7	\$13,258	\$33,474	\$10,299	\$7,145	\$82,969	\$147,145	\$88,693	\$60,221	\$23,432	\$83,652	\$50,422	\$63,493	314,952	\$38,271	\$14,124
8	\$13,552	\$34,210	\$10,533	\$7,145	\$84,794	\$150,234	\$84,236	\$61,545	\$23,947	\$85,493	\$47,936	\$64,741	379,693	\$36,300	\$13,427
9	\$13,851	\$34,963	\$10,772	\$7,145	\$86,660	\$153,390	\$80,006	\$62,899	\$24,474	\$87,374	\$45,573	\$66,017	445,710	\$34,433	\$12,765
10	\$14,157	\$35,732	\$11,016	\$7,145	\$88,566	\$156,617	\$75,989	\$64,283	\$25,013	\$89,296	\$43,326	\$67,321	513,031	\$32,664	\$12,136
Total	\$161,316	\$324,623	\$85,903	\$71,448	\$697,861	\$1,341,151	\$893,528	\$506,522	\$321,598	\$828,120	\$573,582	\$513,031	\$513,031	\$319,946	\$248,338



**SUMMARY OF COSTS AND BENEFITS FOR:**

Johnson County

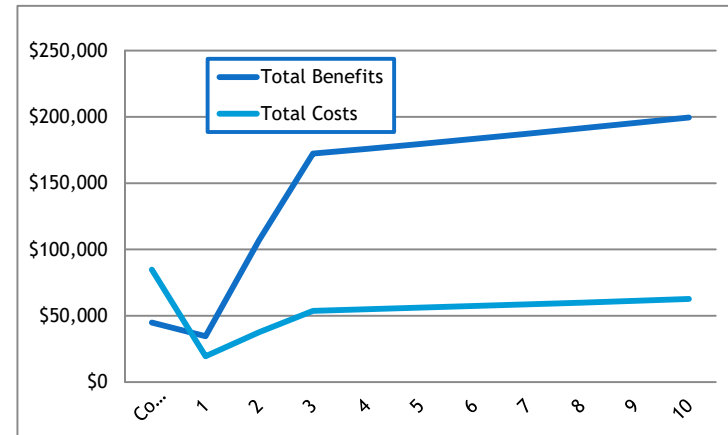
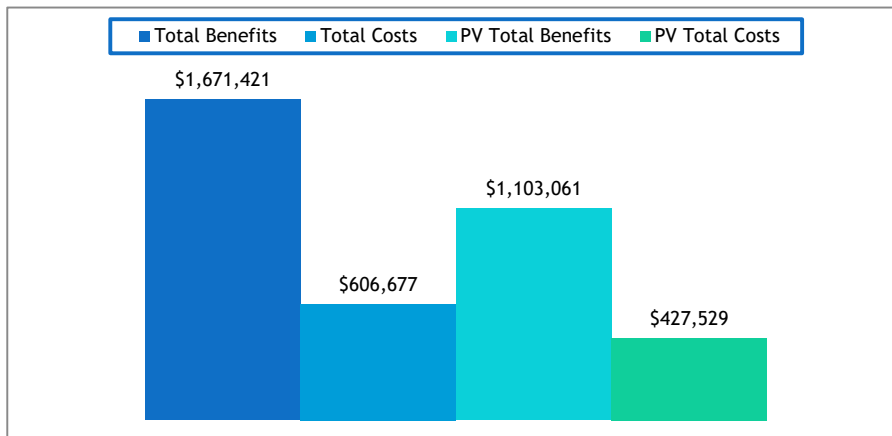
**PROJECT: MOJO BUILT LLC**

**DATE: 9/28/2023**

**DISCOUNT RATE: 7.50%**

<b>Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:</b>	<b>2.76</b>
<b>Ratio of Present Value of Total Benefits to Present Value of Total Costs:</b>	<b>2.58</b>
<b>(Typical desired ratio would be 1.3 to 1)</b>	
<b>Average Return on Investment:</b>	<b>17.55%</b>

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.	\$44,833	\$0	\$0	\$0	\$44,833	\$44,833	\$0	\$84,802	\$84,802	\$84,802	-\$39,969	-\$39,969	-\$39,969	\$84,802
1	\$0	\$27,824	\$6,767	\$0	\$34,591	\$32,177	\$0	\$19,477	\$19,477	\$18,118	\$15,114	-\$24,855	\$14,060	\$18,118
2	\$35,883	\$28,436	\$6,767	\$36,179	\$107,265	\$92,820	\$17,727	\$19,905	\$37,632	\$32,564	\$69,633	\$44,778	\$60,256	\$17,224
3	\$68,204	\$29,061	\$6,767	\$68,219	\$172,252	\$138,656	\$33,425	\$20,343	\$53,768	\$43,281	\$118,484	\$163,262	\$95,375	\$16,375
4	\$69,710	\$29,701	\$6,767	\$69,720	\$175,898	\$131,713	\$34,161	\$20,790	\$54,951	\$41,148	\$120,947	\$284,209	\$90,565	\$15,568
5	\$71,249	\$30,354	\$6,767	\$71,254	\$179,625	\$125,119	\$34,912	\$21,248	\$56,160	\$39,119	\$123,464	\$407,673	\$86,000	\$14,800
6	\$72,822	\$31,022	\$6,767	\$72,822	\$183,433	\$118,858	\$35,680	\$21,715	\$57,396	\$37,190	\$126,037	\$533,710	\$81,667	\$14,071
7	\$74,430	\$31,704	\$6,767	\$74,424	\$187,326	\$112,911	\$36,465	\$22,193	\$58,658	\$35,357	\$128,667	\$662,377	\$77,555	\$13,377
8	\$76,074	\$32,402	\$6,767	\$76,061	\$191,304	\$107,264	\$37,268	\$22,681	\$59,949	\$33,614	\$131,355	\$793,732	\$73,651	\$12,717
9	\$77,754	\$33,115	\$6,767	\$77,734	\$195,370	\$101,902	\$38,088	\$23,180	\$61,268	\$31,956	\$134,102	\$927,834	\$69,945	\$12,090
10	\$79,470	\$33,843	\$6,767	\$79,445	\$199,525	\$96,808	\$38,925	\$23,690	\$62,616	\$30,381	\$136,910	\$1,064,744	\$66,428	\$11,494
<b>Total</b>	<b>\$670,430</b>	<b>\$307,462</b>	<b>\$67,671</b>	<b>\$625,859</b>	<b>\$1,671,421</b>	<b>\$1,103,061</b>	<b>\$306,652</b>	<b>\$300,025</b>	<b>\$606,677</b>	<b>\$427,529</b>	<b>\$1,064,744</b>	<b>\$1,064,744</b>	<b>\$675,532</b>	<b>\$230,638</b>



**SUMMARY OF COSTS AND BENEFITS FOR:**

Shawnee Mission USD 512

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **3.19**

**PROJECT: MOJO BUILT LLC**

Ratio of Present Value of Total Benefits to Present Value of Total Costs: **3.14**

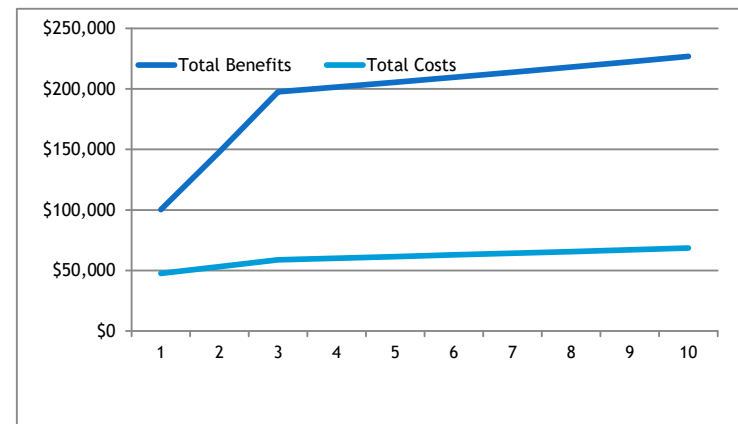
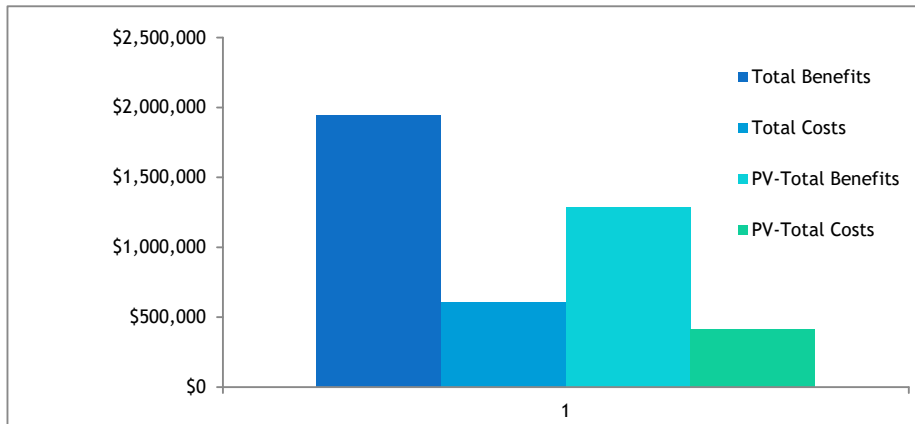
**DATE:** 9/28/2023

**DISCOUNT RATE:** 7.500%

(Typical desired ratio would be 1.3 to 1)

Average Return on Investment: **21.89%**

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	\$67,962	\$19,619	\$12,703	\$0	\$100,284	\$93,287	\$0	\$47,573	\$47,573	\$44,254	\$52,711	\$52,711	\$49,033	\$44,254
2	\$69,457	\$19,619	\$12,983	\$45,855	\$147,913	\$127,994	\$4,487	\$48,620	\$53,107	\$45,955	\$94,807	\$147,518	\$82,039	\$42,072
3	\$70,985	\$19,619	\$13,269	\$93,728	\$197,600	\$159,060	\$9,171	\$49,689	\$58,860	\$47,380	\$138,739	\$286,257	\$111,680	\$39,998
4	\$72,546	\$19,619	\$13,560	\$95,790	\$201,515	\$150,895	\$9,373	\$50,783	\$60,155	\$45,044	\$141,360	\$427,617	\$105,850	\$38,026
5	\$74,143	\$19,619	\$13,859	\$97,897	\$205,517	\$143,155	\$9,579	\$51,900	\$61,479	\$42,824	\$144,038	\$571,655	\$100,331	\$36,151
6	\$75,774	\$19,619	\$14,164	\$100,051	\$209,607	\$135,817	\$9,790	\$53,042	\$62,831	\$40,712	\$146,776	\$718,431	\$95,105	\$34,369
7	\$77,441	\$19,619	\$14,475	\$102,252	\$213,787	\$128,861	\$10,005	\$54,208	\$64,214	\$38,705	\$149,573	\$868,004	\$90,156	\$32,674
8	\$79,144	\$19,619	\$14,794	\$104,501	\$218,058	\$122,266	\$10,225	\$55,401	\$65,626	\$36,797	\$152,432	\$1,020,436	\$85,469	\$31,063
9	\$80,886	\$19,619	\$15,119	\$106,800	\$222,424	\$116,013	\$10,450	\$56,620	\$67,070	\$34,983	\$155,354	\$1,175,790	\$81,030	\$29,532
10	\$82,665	\$19,619	\$15,452	\$109,150	\$226,886	\$110,084	\$10,680	\$57,866	\$68,546	\$33,258	\$158,340	\$1,334,130	\$76,826	\$28,076
Total	\$751,002	\$196,188	\$140,377	\$856,024	\$1,943,590	\$1,287,431	\$83,760	\$525,701	\$609,461	\$409,912	\$1,334,130	\$1,334,130	\$877,519	\$356,216



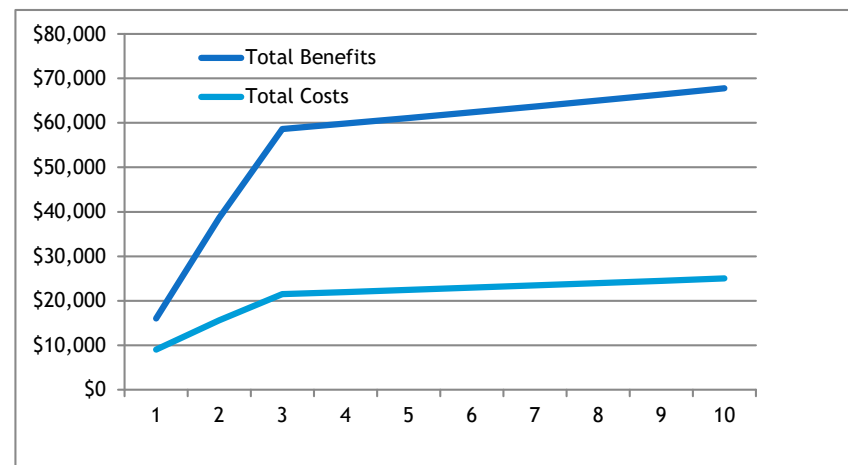
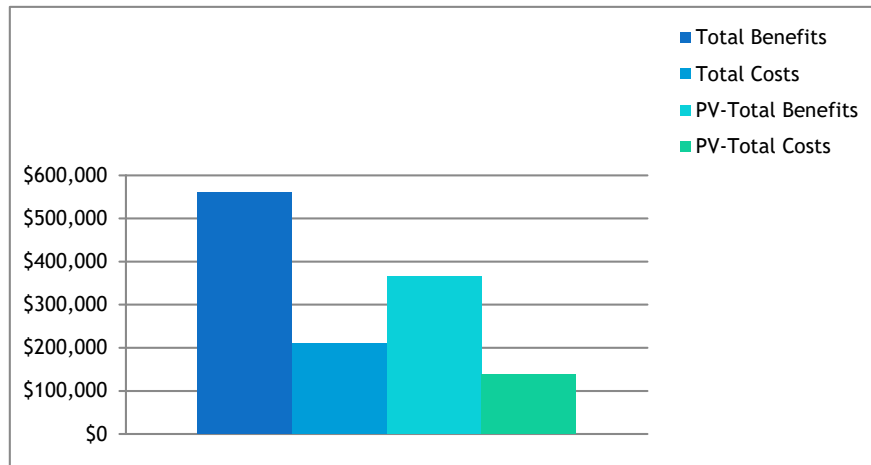
**SUMMARY OF COSTS AND BENEFITS FOR:** Johnson Co. Comm. Coll.  
**PROJECT:** MOJO BUILT LLC

**DATE:** 9/28/2023

**DISCOUNT RATE:** 7.50%

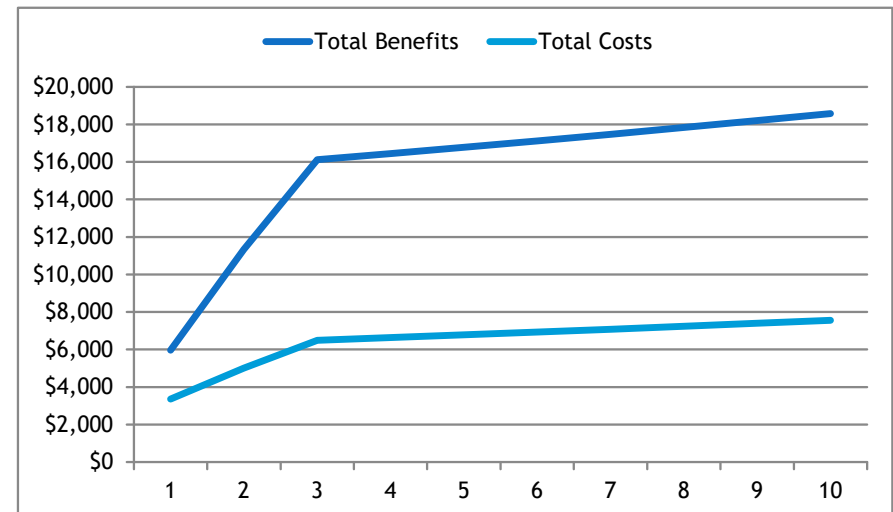
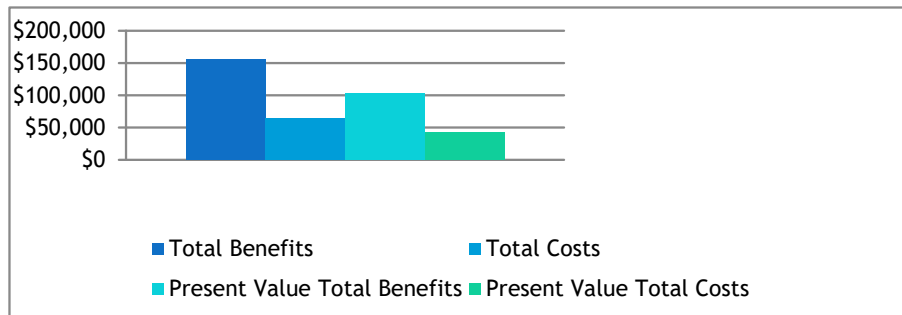
**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:** **2.66**  
**Ratio of Present Value of Total Benefits to Present Value of Total Costs:** **2.64**  
(Typical desired ratio is 1.3 to 1) **Average Return on Investment:** **16.59%**

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	\$12,888	\$3,134	\$0	\$16,022	\$14,904	\$0	\$9,021	\$9,021	\$8,392	\$7,001	\$7,001	\$6,512	\$8,392
2	\$13,171	\$3,134	\$22,306	\$38,612	\$33,412	\$6,403	\$9,220	\$15,623	\$13,519	\$22,989	\$29,989	\$19,893	\$7,978
3	\$13,461	\$3,134	\$42,051	\$58,647	\$47,208	\$12,071	\$9,423	\$21,494	\$17,302	\$37,153	\$67,142	\$29,906	\$7,585
4	\$13,757	\$3,134	\$42,976	\$59,868	\$44,829	\$12,337	\$9,630	\$21,967	\$16,449	\$37,901	\$105,043	\$28,380	\$7,211
5	\$14,060	\$3,134	\$43,922	\$61,116	\$42,571	\$12,608	\$9,842	\$22,450	\$15,638	\$38,666	\$143,709	\$26,933	\$6,855
6	\$14,369	\$3,134	\$44,888	\$62,392	\$40,427	\$12,886	\$10,058	\$22,944	\$14,867	\$39,448	\$183,156	\$25,560	\$6,517
7	\$14,685	\$3,134	\$45,876	\$63,695	\$38,393	\$13,169	\$10,280	\$23,449	\$14,134	\$40,246	\$223,402	\$24,259	\$6,196
8	\$15,008	\$3,134	\$46,885	\$65,028	\$36,461	\$13,459	\$10,506	\$23,965	\$13,437	\$41,063	\$264,465	\$23,024	\$5,891
9	\$15,338	\$3,134	\$47,917	\$66,389	\$34,628	\$13,755	\$10,737	\$24,492	\$12,775	\$41,897	\$306,363	\$21,853	\$5,600
10	\$15,676	\$3,134	\$48,971	\$67,781	\$32,887	\$14,058	\$10,973	\$25,031	\$12,145	\$42,750	\$349,113	\$20,742	\$5,324
<b>Total</b>	<b>\$142,413</b>	<b>\$31,344</b>	<b>\$385,792</b>	<b>\$559,549</b>	<b>\$365,720</b>	<b>\$110,747</b>	<b>\$99,689</b>	<b>\$210,437</b>	<b>\$138,657</b>	<b>\$349,113</b>	<b>\$349,113</b>	<b>\$227,063</b>	<b>\$67,550</b>



**SUMMARY OF COSTS AND BENEFITS FOR:** Johnson County Parks  
**PROJECT:** MOJO BUILT LLC  
**DATE:** 9/28/2023  
**DISCOUNT RATE:** 7.50%  
**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:** 2.42  
**Ratio of Present Value of Total Benefits to Present Value of Total Costs:** 2.40  
 (Typical desired ratio would be 1.3 to 1) **Average Return on Investment:** 14.18%

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	\$4,797	\$1,167	\$0	\$5,964	\$5,548	\$0	\$3,358	\$3,358	\$3,124	\$2,606	\$2,606	\$2,424	\$3,124
2	\$4,903	\$1,167	\$5,273	\$11,342	\$9,815	\$1,581	\$3,432	\$5,013	\$4,338	\$6,329	\$8,935	\$5,477	\$2,970
3	\$5,011	\$1,167	\$9,940	\$16,117	\$12,974	\$2,981	\$3,507	\$6,488	\$5,223	\$9,629	\$18,564	\$7,751	\$2,823
4	\$5,121	\$1,167	\$10,159	\$16,446	\$12,315	\$3,047	\$3,585	\$6,631	\$4,965	\$9,815	\$28,379	\$7,350	\$2,684
5	\$5,233	\$1,167	\$10,382	\$16,782	\$11,690	\$3,114	\$3,663	\$6,777	\$4,721	\$10,005	\$38,384	\$6,969	\$2,552
6	\$5,349	\$1,167	\$10,611	\$17,126	\$11,097	\$3,182	\$3,744	\$6,926	\$4,488	\$10,200	\$48,584	\$6,609	\$2,426
7	\$5,466	\$1,167	\$10,844	\$17,477	\$10,534	\$3,252	\$3,826	\$7,078	\$4,267	\$10,398	\$58,982	\$6,268	\$2,306
8	\$5,586	\$1,167	\$11,083	\$17,836	\$10,001	\$3,324	\$3,911	\$7,234	\$4,056	\$10,602	\$69,584	\$5,944	\$2,193
9	\$5,709	\$1,167	\$11,326	\$18,202	\$9,494	\$3,397	\$3,997	\$7,393	\$3,856	\$10,809	\$80,393	\$5,638	\$2,085
10	\$5,835	\$1,167	\$11,576	\$18,577	\$9,014	\$3,471	\$4,084	\$7,556	\$3,666	\$11,021	\$91,414	\$5,347	\$1,982
<b>Total</b>	<b>\$53,010</b>	<b>\$11,667</b>	<b>\$91,192</b>	<b>\$155,870</b>	<b>\$102,480</b>	<b>\$27,348</b>	<b>\$37,107</b>	<b>\$64,455</b>	<b>\$42,703</b>	<b>\$91,414</b>	<b>\$91,414</b>	<b>\$59,777</b>	<b>\$25,144</b>

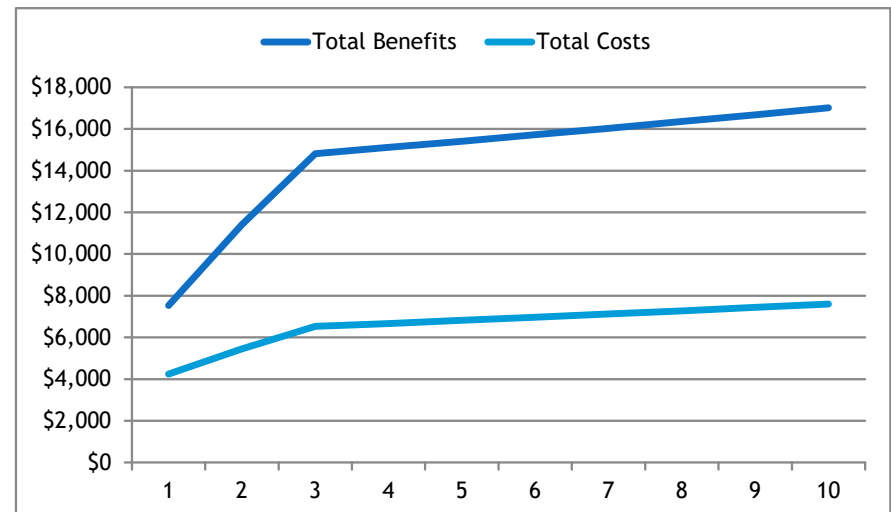
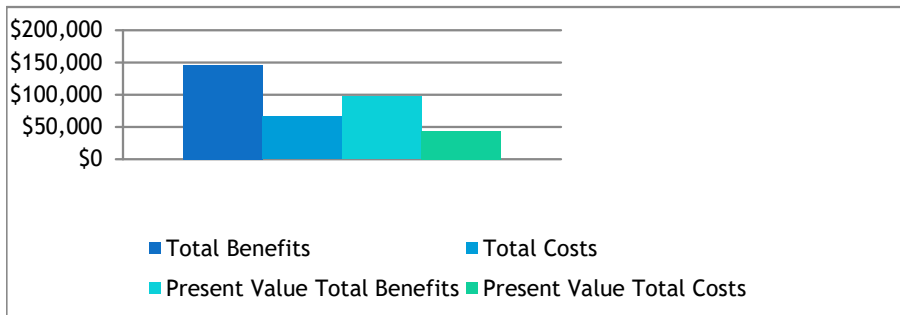


**SUMMARY OF COSTS AND BENEFITS FOR:** Johnson County Library  
**PROJECT:** MOJO BUILT LLC  
**DATE:** 9/28/2023

**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:** **2.21**  
**Ratio of Present Value of Total Benefits to Present Value of Total Costs:** **2.20**  
 (Typical desired ratio would be 1.3 to 1) **Average Return on Investment:** **12.10%**

**DISCOUNT RATE:** 7.50%

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	\$6,058	\$1,473	\$0	\$7,531	\$7,006	\$0	\$4,241	\$4,241	\$3,945	\$3,291	\$3,291	\$3,061	\$3,945
2	\$6,191	\$1,473	\$3,743	\$11,407	\$9,871	\$1,117	\$4,334	\$5,451	\$4,717	\$5,957	\$9,248	\$5,155	\$3,750
3	\$6,327	\$1,473	\$7,020	\$14,821	\$11,930	\$2,096	\$4,429	\$6,525	\$5,253	\$8,295	\$17,543	\$6,677	\$3,565
4	\$6,467	\$1,473	\$7,174	\$15,114	\$11,317	\$2,142	\$4,527	\$6,669	\$4,994	\$8,445	\$25,988	\$6,324	\$3,390
5	\$6,609	\$1,473	\$7,332	\$15,414	\$10,737	\$2,190	\$4,626	\$6,816	\$4,748	\$8,598	\$34,586	\$5,989	\$3,222
6	\$6,754	\$1,473	\$7,493	\$15,721	\$10,187	\$2,238	\$4,728	\$6,966	\$4,514	\$8,755	\$43,341	\$5,673	\$3,064
7	\$6,903	\$1,473	\$7,658	\$16,034	\$9,665	\$2,287	\$4,832	\$7,119	\$4,291	\$8,915	\$52,257	\$5,374	\$2,913
8	\$7,055	\$1,473	\$7,827	\$16,355	\$9,170	\$2,337	\$4,938	\$7,276	\$4,079	\$9,079	\$61,336	\$5,091	\$2,769
9	\$7,210	\$1,473	\$7,999	\$16,682	\$8,701	\$2,389	\$5,047	\$7,436	\$3,878	\$9,246	\$70,583	\$4,823	\$2,632
10	\$7,369	\$1,473	\$8,175	\$17,017	\$8,256	\$2,441	\$5,158	\$7,599	\$3,687	\$9,417	\$80,000	\$4,569	\$2,503
<b>Total</b>	<b>\$66,942</b>	<b>\$14,734</b>	<b>\$64,420</b>	<b>\$146,097</b>	<b>\$96,840</b>	<b>\$19,237</b>	<b>\$46,860</b>	<b>\$66,097</b>	<b>\$44,105</b>	<b>\$80,000</b>	<b>\$80,000</b>	<b>\$52,736</b>	<b>\$31,752</b>



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

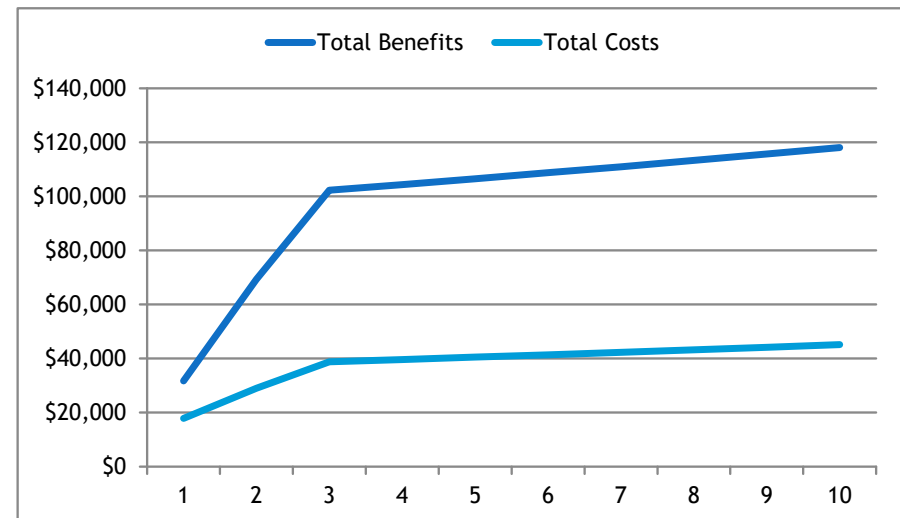
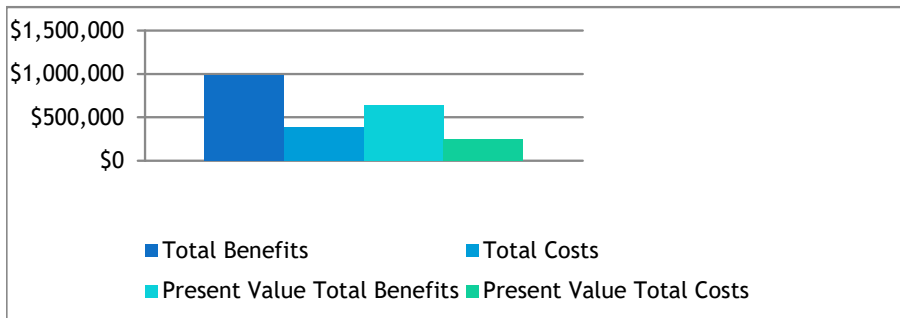
PROJECT: **MOJO BUILT LLC**

DATE: 9/28/2023 (Phases 1 & 2)

DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **2.57**  
 Ratio of Present Value of Total Benefits to Present Value of Total Costs: **2.55**  
 (Typical desired ratio would be 1.3 to 1) Average Return on Investment: **15.68%**

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	\$25,521	\$6,207	\$0	\$31,728	\$29,515	\$0	\$17,865	\$17,865	\$16,618	\$13,863	\$13,863	\$12,896	\$16,618
2	\$26,083	\$6,207	\$36,981	\$69,271	\$59,942	\$10,721	\$18,258	\$28,979	\$25,077	\$40,292	\$54,155	\$34,866	\$15,799
3	\$26,656	\$6,207	\$69,410	\$102,274	\$82,326	\$20,123	\$18,659	\$38,782	\$31,218	\$63,491	\$117,646	\$51,108	\$15,020
4	\$27,243	\$6,207	\$70,937	\$104,387	\$78,165	\$20,566	\$19,070	\$39,636	\$29,679	\$64,751	\$182,398	\$48,486	\$14,280
5	\$27,842	\$6,207	\$72,498	\$106,547	\$74,216	\$21,018	\$19,490	\$40,508	\$28,216	\$66,039	\$248,437	\$46,000	\$13,576
6	\$28,455	\$6,207	\$74,093	\$108,755	\$70,469	\$21,481	\$19,918	\$41,399	\$26,825	\$67,356	\$315,793	\$43,644	\$12,906
7	\$29,081	\$6,207	\$75,723	\$111,011	\$66,912	\$21,953	\$20,357	\$42,310	\$25,502	\$68,701	\$384,493	\$41,410	\$12,270
8	\$29,721	\$6,207	\$77,389	\$113,316	\$63,537	\$22,436	\$20,804	\$43,240	\$24,245	\$70,076	\$454,569	\$39,292	\$11,665
9	\$30,374	\$6,207	\$79,091	\$115,673	\$60,333	\$22,930	\$21,262	\$44,192	\$23,050	\$71,481	\$526,050	\$37,283	\$11,090
10	\$31,043	\$6,207	\$80,831	\$118,081	\$57,292	\$23,434	\$21,730	\$45,164	\$21,913	\$72,917	\$598,967	\$35,379	\$10,543
<b>Total</b>	<b>\$282,018</b>	<b>\$62,071</b>	<b>\$636,953</b>	<b>\$981,042</b>	<b>\$642,707</b>	<b>\$184,662</b>	<b>\$197,413</b>	<b>\$382,075</b>	<b>\$252,344</b>	<b>\$598,967</b>	<b>\$598,967</b>	<b>\$390,363</b>	<b>\$133,767</b>





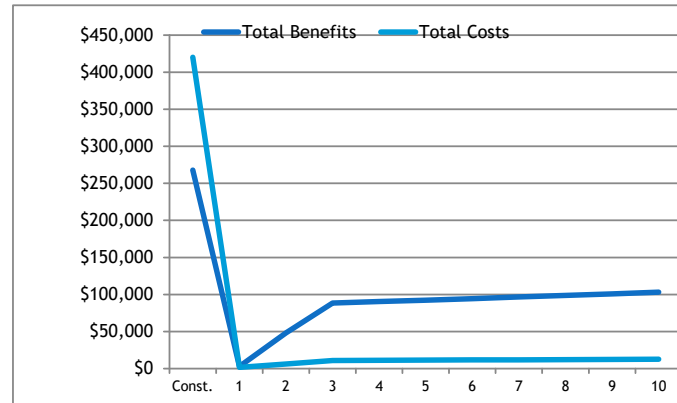
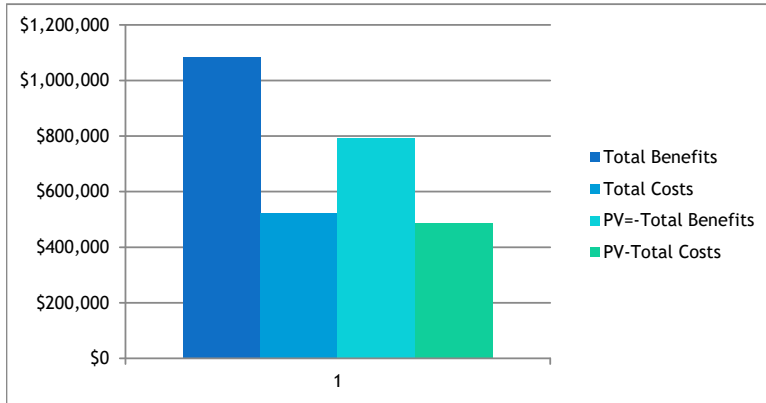
SUMMARY OF COSTS AND BENEFITS FOR:  
PROJECT: MOJO BUILT LLC  
DATE: 9/28/2023

State of Kansas

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **2.08**  
Ratio of Present Value of Total Benefits to Present Value of Total Costs: **1.63**  
Average Return on Investment: **10.76%**

DISCOUNT RATE: 7.50% (Typical desired ratio would be 1.3 to 1)

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.	\$222,264	\$0	\$45,593	\$0	\$0	\$267,857	\$267,857	\$0	\$0	\$0	\$420,132	\$420,132	\$420,132	-\$152,275	-\$152,275	-\$152,275	\$420,132
1	\$0	\$2,382	\$0	\$579	\$0	\$2,961	\$2,755	\$0	\$0	\$1,667	\$0	\$1,667	\$1,551	\$1,294	-\$150,981	\$1,204	\$1,551
2	\$5,202	\$2,434	\$40,085	\$579	\$0	\$48,300	\$41,796	\$0	\$4,487	\$1,704	\$0	\$6,191	\$5,357	\$42,109	-\$108,872	\$36,439	\$1,475
3	\$9,106	\$2,488	\$76,282	\$579	\$0	\$88,455	\$71,203	\$0	\$9,171	\$1,741	\$0	\$10,912	\$8,784	\$77,542	-\$31,329	\$62,419	\$1,402
4	\$9,333	\$2,543	\$77,963	\$579	\$0	\$90,419	\$67,706	\$0	\$9,373	\$1,780	\$0	\$11,153	\$8,351	\$79,266	\$47,937	\$59,354	\$1,333
5	\$9,567	\$2,599	\$79,682	\$579	\$0	\$92,426	\$64,380	\$0	\$9,579	\$1,819	\$0	\$11,398	\$7,939	\$81,028	\$128,965	\$56,441	\$1,267
6	\$9,806	\$2,656	\$81,438	\$579	\$0	\$94,479	\$61,219	\$0	\$9,790	\$1,859	\$0	\$11,649	\$7,548	\$82,830	\$211,795	\$53,671	\$1,205
7	\$10,051	\$2,714	\$83,233	\$579	\$0	\$96,577	\$58,212	\$0	\$10,005	\$1,900	\$0	\$11,905	\$7,176	\$84,672	\$296,468	\$51,037	\$1,145
8	\$10,302	\$2,774	\$85,067	\$579	\$0	\$98,723	\$55,354	\$0	\$10,225	\$1,942	\$0	\$12,167	\$6,822	\$86,556	\$383,023	\$48,532	\$1,089
9	\$10,560	\$2,835	\$86,942	\$579	\$0	\$100,916	\$52,636	\$0	\$10,450	\$1,984	\$0	\$12,435	\$6,486	\$88,482	\$471,505	\$46,151	\$1,035
10	\$10,824	\$2,897	\$88,858	\$579	\$0	\$103,159	\$50,052	\$0	\$10,680	\$2,028	\$0	\$12,708	\$6,166	\$90,451	\$561,956	\$43,886	\$984
Total	\$307,015	\$26,321	\$745,143	\$5,793	\$0	\$1,084,272	\$793,169	\$0	\$83,760	\$18,425	\$420,132	\$522,316	\$486,312	\$561,956	\$561,956	\$306,858	\$432,616



# MOJO BUILT LLC

## Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	0	3
Construction jobs created	151	
Number of New Residents in the Community	0	143
Number of Additional Students in the Local School District	0	6
Increase in Local Personal Incomes	\$0	\$25,549,743
Increase in Local Retail Sales	\$2,849,543	\$31,371,407
Increase in the Community's Property Tax Base	\$13,808,048	\$13,808,048
		<b>Property Taxes</b>
Estimated new annual tax revenues after 10 years:	City	\$36,518
	County	\$34,588
	School	\$100,275
	Comm. Coll.	\$16,021
	Co. Parks	\$5,963
	Co. Library	\$7,531
	CFD #2	\$31,043
	State	\$2,961
	<b>Totals</b>	<b>\$234,900</b>

MOJO BUILT LLC

OVERALL COST-BENEFIT SUMMARY

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	\$161,316	\$71,448	\$324,623			\$85,903	\$643,290	\$697,861	\$1,341,151	\$321,598	\$506,522	\$828,120	\$513,031
Johnson County	\$670,430	\$67,671	\$307,462			\$0	\$1,045,562	\$625,859	\$1,671,421	\$300,025	\$306,652	\$606,677	\$1,064,744
Shawnee Mission USD 512		\$196,188	\$891,379	\$856,024			\$1,943,590	\$0	\$1,943,590	\$525,701	\$83,760	\$609,461	\$1,334,130
Johnson Co. Comm. Coll.		\$31,344	\$142,413				\$173,757	\$385,792	\$559,549	\$99,689	\$110,747	\$210,437	\$349,113
Johnson County Parks		\$11,667	\$53,010				\$64,677	\$91,192	\$155,870	\$37,107	\$27,348	\$64,455	\$91,414
Johnson County Library		\$14,734	\$66,942				\$81,676	\$64,420	\$146,097	\$46,860	\$19,237	\$66,097	\$80,000
Johnson Co. CFD #2		\$62,071	\$282,018				\$344,089	\$636,953	\$981,042	\$197,413	\$184,662	\$382,075	\$598,967
State of Kansas	\$307,015	\$5,793	\$26,321		\$745,143		\$1,084,272	\$0	\$1,084,272	\$438,556	\$83,760	\$522,316	\$561,956
<b>TOTALS</b>	<b>\$1,138,761</b>	<b>\$460,915</b>	<b>\$2,094,168</b>	<b>\$856,024</b>	<b>\$745,143</b>	<b>\$85,903</b>	<b>\$5,380,913</b>	<b>\$2,502,077</b>	<b>\$7,882,991</b>	<b>\$1,966,949</b>	<b>\$1,322,687</b>	<b>\$3,289,637</b>	<b>\$4,593,354</b>



# **Tax Abatement Cost-Benefit Analysis**

City of Mission, Kansas

September 26, 2023

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# What is a Cost-Benefit Analysis?

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- Required by Kansas Statutes for proposed tax abatements
- Distinct from development proforma (but-for) analysis and City's tax abatement policy considerations.
- Purpose of analysis is to estimate and compare (a) the public entity benefits received over the 10-year project life to (b) the public costs incurred over the same period.
  - ✓ Logical to measure benefit-cost instead of cost-benefit

# Benefit-Cost Ratio

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- Benefit-Cost Ratio: Compares public entity benefits to public entity costs over incentive period.
  - ✓ Ratio should be above 1.0 in order to proceed (higher is better)
- Example: City benefits are \$1.10 in year 1, \$1.20 in year 2, \$1.30 in year 3, etc. City costs are \$1 each year for 10 years.
  - ✓ Total benefits are \$15.50 and costs are \$10, with B-C ratio of 1.55.
  - ✓ Present values (PVs) of benefits and costs are \$10.23 and \$6.86, respectively, using 7.5% discount rate. PV B-C ratio is 1.49%.
    - With PV, benefits received earlier are worth more than those received later.

# Rate of Return

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- Average Rate of Return: Calculates the public entity's average return on investment over incentive period.
  - ✓ ROI should be a positive percentage in order to proceed
- Example: City benefits (returns) are \$1.10 in year 1, \$1.20 in year 2, etc. City costs (investment) are \$1 each year for 10 years.
  - ✓ Annual ROI ranges from 10% in year 1 to 100% in year 10
  - ✓ Average return over the 10 years = 55%

# Analysis Factors

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- 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

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- 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

# 58 / Nall Cost-Benefit Analysis Results

Taxing Entity	Benefit-to-Cost Ratio	Average ROI
City of Mission	1.64	6%
Johnson County	2.84	18%
USD 512	3.33	23%
JCCC	2.72	17%
County Parks	2.48	15%
County Library	2.27	13%
Fire District #2	2.63	16%
State of Kansas	2.22	12%



## **58 / Nall Tax Abatement**

City of Mission, Kansas

October 4, 2023

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# City Tax Calculation

	Actual	Estimated
	<u>Assess 2023 / Fiscal 2024</u>	<u>After Development</u>
Appraised Value	1,530,000	19,000,000
times Class Rate	25.0%	11.5%
Assessed Value	382,500	2,185,000
times Mission Mill Rate	1.850%	1.850%
Mission Property Taxes	7,076	40,423
times Percent Retained	100%	<b>30%</b>
<b>Mission Retained Taxes</b>	<b>7,076</b>	<b>12,127</b>

# City Retained Taxes Over Time

	Est. Inflation in Value and/or City Mill Rate	Est. Mission Retained Taxes
Year 1	0.00%	<b>12,127</b>
Year 2	3.00%	12,491
Year 3	3.00%	12,865
Year 4	3.00%	13,251
Year 5	3.00%	13,649
Year 6	3.00%	14,058
Year 7	3.00%	14,480
Year 8	3.00%	14,914
Year 9	3.00%	15,362
Year 10	3.00%	15,823
Year 11	3.00%	<b>54,324</b>
Year 12	3.00%	<b>55,954</b>

# Different Abatement Levels

<u>Abatement Level</u>	Est. Total Taxes with <u>No Abatement</u>	Est. Total Taxes with <u>Abatement</u>
60%	247,421	98,968
62.5%	247,421	92,783
65%	247,421	86,597
67.5%	247,421	80,412
<b>70%</b>	<b>247,421</b>	<b>74,226</b>
<u>Abatement Level</u>	Est. Mission Taxes with <u>No Abatement</u>	Est. Mission Taxes <u>with Abatement</u>
60%	40,423	16,169
62.5%	40,423	15,158
65%	40,423	14,148
67.5%	40,423	13,137
<b>70%</b>	<b>40,423</b>	<b>12,127</b>

<b>City of Mission</b>	Item Number:	7b.
<b>ACTION ITEM SUMMARY</b>	Date:	October 18th, 2023
<b>Public Works</b>	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) Survey

**RECOMMENDATION:** Approve a task order with Olsson for engineering services for survey work associated with the Johnson Drive Phase II (Metcalf to Lamar) project in an amount not to exceed \$76,869.00

**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 improvement.

The stormwater and sidewalk improvements will trigger the need for the City to acquire easements or additional right-of-way as a significant portion of the existing stormwater facilities and sidewalks are located outside of the right-of-way or existing easements. The estimated right-of-way/easements needed for the project total 31,515 sq. ft. with an estimated cost of \$1,135,000.00. The acquisition of the additional right-of-way and easements would be handled through an outside appraiser/consultant in 2025 due to the Federal guidelines associated with this project.

The attached task order with Olsson includes survey services for the roadway and stormwater infrastructure. An additional task order will be presented to Council in 2024 for design services, utility coordination, project management and bid and construction phase services.

On May 23, 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, completing the survey work in 2023 will keep this project on track to advertise for bids in December 2025.

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 or 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:	\$76,869.00

## Exhibit "A" – Task Order

### TASK ORDER: Johnson Drive – Metcalf to Lamar (Survey)

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 survey services for Johnson Drive – from Metcalf to Lamar. Design elements will be scoped in January 2024 per the city's request.

#### 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 October 2023 and ending in November 2024.

#### Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, Owner shall pay to OLSSON the estimated amount of \$76,869.00, 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 Moore, P.E. \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Date: 9/21/2023 \_\_\_\_\_

## **Exhibit “C” – SCOPE OF SERVICES:**

### **JOHNSON DRIVE – METCALF TO LAMAR ROADWAY RECONSTRUCTION (SURVEY)**

**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.

**This scope of work is for the survey component of the project only. Design elements will be scoped in January 2024 per the city’s request.**

#### **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.

#### **GENERAL SURVEY REQUIREMENTS**

##### **Vertical Control:**

Elevations for plans must be obtained from a benchmark on the Leavenworth County Vertical Control Network. Project benchmarks and elevation datum will be based off the NAVD 88 Datum and shown on the plans.

##### **Horizontal Control:**

As part of the design survey, all Section Corners and Quarter Section Corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and City's Project Engineer within 30 days of the survey as required by state law.

**Plan Notes - Control Benchmarks:**

Any Benchmarks, Horizontal Control monuments and any Section Corner and Quarter Section Corners within the area surveyed for the project must be conspicuously indicated on the plans. All benchmarks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

**SCOPE OF SERVICES**

**Task I. Survey and Geotechnical Investigation**

**1.01 Topographic Survey**

- A. Complete topographic survey for the project limits. Survey shall include shots at pavement tie-in locations, existing back of curb, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, fences, trees, building corners, etc. to create project mapping. See attached map for the limits. This includes time to re-survey areas within the project limits that change (due to development, etc.) during the design process.
- B. All topographical surveys shall include field locating utilities. Consultant to contact adjoining property owners for assistance in location of private irrigation heads within the affected areas.
- C. Pick up additional information resulting from Field Check review and evaluation.
- D. Contact utility companies and one call center as appropriate for field marking of utility locations.
- E. Staking for the Geotechnical services will be performed by Olsson survey crews including shooting locations of borings after they are drilled. These locations will then be depicted on the plans.
- F. Establish hubs for utility verification efforts including staking proposed storm conflict locations.
- G. Staking Easements for 2 tracts to help facilitate acquisition

**1.02 Office Survey Services**

- A. Gather and research information such as boundary records, utility information, easements, benchmark data, and attend external meetings regarding surveying and base mapping.
- B. Order Ownership and Encumbrance (O&E) reports from a local title company for 27 tracts to determine current owner information and any existing easements.

- C. Create a base map at a scale of 1" = 20 ft showing both contours at one-foot intervals and property lines using the plat information, field boundary data, topography information, and legal descriptions. We will use local GIS data for areas outside of the immediate project limits to help depict the corridor.
- D. Provide legal descriptions (for 27 tracts) sealed by an RLS licensed in the State of Kansas. The legal descriptions are to be provided in digital format PDF files. Also provide color exhibit drawings for property acquisition purposes.
- E. Provide separate internal review of the legal descriptions prior to City submittal for property acquisition. Exhibit Drawings are to include:
  - 1. Title block
  - 2. Ownership boundaries
  - 3. Existing rights-of-way and easements
  - 4. Proposed takings identified with text and graphics
  - 5. Legend for taking type
  - 6. Graphical scale and north arrow
  - 7. Ownership information
  - 8. Legal description of all takings

**Compensation**

<b>Task I – Survey</b>	<b>\$65,214.00</b>
<b><u>Expenses</u></b>	
<b>Title Work</b>	<b>\$10,800.00</b>
<b>Milage, Public Meeting Exhibits</b>	<b>\$855.00</b>
<b>TOTAL PROJECT FEE</b>	<b><u>\$76,869.00</u></b>

**MAN-HOUR ESTIMATE - Johson Drive - Metcalf to Lamar - Mission Kansas**

9/21/2023

		Billing Rate	\$261	\$222	\$126	\$159	\$126	\$168			
Task No.	Description of Work Items / Tasks	Team Leader	Technical leader	Senior Tech	Senior Surveyor	Survey Crew 1 Person	Survey Crew 2 Person	Total Man-hours	Total Fee	Total Per Phase	
<b>1.0</b>	<b>Survey</b>										
	Establish Control and benches			10			8	18	\$2,604.00		
	Topographic Survey	5				115		120	\$15,795.00		
	Section corners	1		3			4	8	\$1,311.00		
	Base file creation	5		87	16			108	\$14,811.00		
	Establish hubs for utility verification efforts	2		8	4	10		24	\$3,426.00		
	Legals and tract maps for 27 tracts			102	54			156	\$21,438.00		
	Utility relocation verification at future storm crossings (Shoot relocations)	2	4	1	5	20		32	\$4,851.00		
	Staking ROW and easements for 2 tracts		1	2		4		7	\$978.00		
<b>1.0</b>	<b>SUBTOTAL</b>	15	5	213	79	149	12	473		<b>\$65,214.00</b>	
								473			
	<b>Total Man-hours</b>	15	5	213	79	149	12	473			
	<b>Total</b>	\$3,915	\$1,110	\$26,838	\$12,561	\$18,774	\$2,016	\$65,214.00	<b>\$65,214.00</b>		
	<b>Total Labor, OH &amp; Profit</b>	\$3,915	\$1,110	\$26,838	\$12,561	\$18,774	\$2,016		<b>\$65,214.00</b>		

**SUMMARY**

Total Labor	\$65,214.00
Total Expenses	\$11,655.00
<b>Total Project Fee</b>	<b>\$76,869.00</b>

TOTAL EXPENSES	Johson Drive - Metcalf to Lamar			
Expenses	Amount		\$ Ea.	Cost
O&E Reports (Commercial Parcels)	27	LS	\$400.00	\$10,800.00
Survey Mileage	1140	Each	\$0.75	\$855.00
			<b>Total</b>	<b>\$11,655.00</b>



**JOHNSON DRIVE - METCALF TO LAMAR**  
**SURVEY LIMITS**  
**8-29-23**



Lamar Ave

Johnson Dr

Kansas Driver License

Mission West Shopping Center

Marway St

Plato's Closet Mission

Starbucks

Planet Fitness

Riggs Ave

Barkley St

Johnson Dr

Natural Grocers

Marway St

W 58th St

Village Inn

Chipotle Mexican Grill

Broadmoor St

Panera Bread

Metcalf Ave

ontage



<b>City of Mission</b>	Item Number:	7c.
<b>ACTION ITEM SUMMARY</b>	Date:	October 18, 2023
<b>PARKS &amp; RECREATION</b>	From:	Penn Almoney

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

**RE:** Mohawk Park Playground Equipment Purchase

**RECOMMENDATION:** Approve a contract with Cunningham Recreation for Mohawk Park inclusive playground equipment partial order in an amount not to exceed \$226,428.

**DETAILS:** The playground at Mohawk Park was installed in 1996, prior to the City’s acquisition of the property. In August 2020, the playground received a significant infusion of replacement pieces to bring it up to the American Society for Testing and Materials (ASTM) standards. Playgrounds can generally be expected to have an anticipated useful life of 20 years depending on various elements. Continued impact, use and temperature changes along with UV rays deteriorate the structure components and play features over time. With the conceptual redesign of Mohawk Park, replacement of the playground was identified as a component of the Phase II project.

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 design goes beyond meeting the minimum accessibility requirements to create interactive play that meets a variety of needs and interests.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$600,000



<b>City of Mission</b>	Item Number:	7c.
<b>ACTION ITEM SUMMARY</b>	Date:	October 18, 2023
<b>PARKS &amp; RECREATION</b>	From:	Penn Almoney

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

All Abilities play features and spaces follow the tenets of ‘Universal Design’, which according to the Center for Inclusive Design and Environmental Access (IDeA Center) at the University of Buffalo School of Architecture and Planning is, “. . . a process that enables and empowers a diverse population by improving human performance, health and wellness, and social participation.” 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. The 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.

Confluence reached out to the several major playground manufacturers and solicited quotes for inclusive playground concepts. Berliner, Landscape Structures and Game Time each submitted concepts for an “All Abilities” layout. Staff and Confluence reviewed each option, weighing public and stakeholder feedback, and chose Game Time’s conceptual layout from the regional distributor - Cunningham Recreation.

Staff discussed the associated costs with Cunningham Recreation representatives along with the need to generate additional funding and was educated about a unique program that Game Time runs. Game Time purchases material inputs based on annual order estimates. Cunningham Recreation can procure significant discounts, which they call “grants,” when equipment is ordered in bulk prior to the end of year. These grants have a limited funding period and would require Mission to purchase the equipment by October 27, 2023 and store it until the project is bid and ready for construction. Taking advantage of this funding option will save the City approximately \$216,744.

In addition to the Game Time grant, staff recently 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 will be on site the last week of September 2023 to review the layout and improvement locations. A grant of approximately \$400,000 was secured from the LWCF for Phase I improvements.

Related Statute/City Ordinance:	N/A
Line Item Code/Description:	45-90-805-09
Available Budget:	\$600,000

<b>City of Mission</b>	Item Number:	7c.
<b>ACTION ITEM SUMMARY</b>	Date:	October 18, 2023
<b>PARKS &amp; RECREATION</b>	From:	Penn Almonev

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

Staff sees value in ordering the equipment early and is recommending approval of a contract with Cunningham Recreation for inclusive playground pieces in an amount not to exceed \$226,428.

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 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:	\$600,000



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

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## Mohawk Park Units - Grant CWO

Mission Parks and Recreation  
 Attn: Penn Almoney  
 67th & Lamar  
 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	RDU	GameTime - 5-12 Yr Old Powerscape Structure [Accent:_____] [Arch:_____] [Deck:Pvc:_____] [RotoPlastic:_____] [Tube:_____] [Accent2:_____] [Basic:_____] [HDPE:_____] [Handgrip:_____] [Fabric1:_____] [2ColorHDPE:_____] [Cabling:_____]	\$369,908.00	\$369,908.00
		(1) 4958 -- Hypno Wheel		
		(1) 4962 -- Echo Chamber		
		(2) 6050RP -- Altus X2 Tower Base		
		(1) 91756 -- Altus Tower Seat Barrier		
		(1) 91755 -- Altus Tower Barrier Panel		
		(1) 91769 -- Altus X Tower Tube To S Slide		
		(1) 153651 -- 24" St Section 30"Dia		
		(1) 153651 -- 24" St Section 30"Dia		
		(1) 153655 -- 30 Deg Elbow Sec 30" Dia		
		(1) 153655 -- 30 Deg Elbow Sec 30" Dia		
		(1) 153655 -- 30 Deg Elbow Sec 30" Dia		
		(1) 153655 -- 30 Deg Elbow Sec 30" Dia		
		(1) 203582 -- Tube Entrance Section		
		(1) 205962 -- Straight Section		
		(1) 205962 -- Straight Section		
		(1) 205964 -- Curved Right Section		
		(1) 207602 -- TRANSITION SECTION		
		(1) 207603 -- End Cap		
		(1) 207772 -- Wilder Tube Section		
		(1) 220066 -- SMASHED FOOTBUCK 114" LG. C/O		
		(1) 220066 -- SMASHED FOOTBUCK 114" LG. C/O		
		(1) 220068 -- SMASHED FOOTBUCK 152 1/2" LG. C/O		



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## Mohawk Park Units - Grant CWO

Quantity	Part #	Description	Unit Price	Amount
	(1)	220068 -- SMASHED FOOTBUCK 152 1/2" LG. C/O		
	(1)	220117 -- FOOTBUCK ASSY 40 11/16" LG		
	(1)	220120 -- SLIDE GUARD PLATE 37 13/16" C/O		
	(1)	312637 -- Support Assy 82 13/16"Lg		
	(1)	6057HW -- HDW - ALTUS X TOWER TUBE TO S SLIDE		
	(1)	X20379 -- OUTRIGGER PLATE 19.75"LG		
	(1)	X20379 -- OUTRIGGER PLATE 19.75"LG		
	(1)	91770 -- Altus X2 Tower Spiral Slide		
	(1)	153653 -- 49" Tube Section		
	(1)	153844 -- 90 Deg Elbow Sec 30" Dia		
	(1)	153844 -- 90 Deg Elbow Sec 30" Dia		
	(1)	153844 -- 90 Deg Elbow Sec 30" Dia		
	(1)	153844 -- 90 Deg Elbow Sec 30" Dia		
	(1)	160199 -- 90 Deg 30"W/15 Deg Flange		
	(1)	160202 -- 24"St Sec 15 Deg Flange		
	(1)	200172 -- STRAIGHT EXIT 30"DIA		
	(1)	203582 -- Tube Entrance Section		
	(1)	220028 -- FORMED FOOTBUCK 108 3/16" C/O		
	(1)	220120 -- SLIDE GUARD PLATE 37 13/16" C/O		
	(1)	220128 -- FOOTBUCK ASSY 38 1/4" C/O		
	(1)	6058HW -- HDW - ALTUS X2 TOWER SP SL		
	(1)	V10792 -- FORMED FOOTBUCK 54 1/4"LG		
	(1)	V10792 -- FORMED FOOTBUCK 54 1/4"LG		
	(1)	V10794 -- FORMED FOOTBUCK 91 1/4"LG		
	(1)	V10794 -- FORMED FOOTBUCK 91 1/4"LG		
	(1)	X18007 -- FOOTBUCK SADDLE 15DEG		
	(1)	X18009 -- FOOTBUCK SADDLE 30DEG		
	(1)	X18020 -- 30 DEG ELBOW W/10*OFFSET		
	(1)	X27812 -- FORMED SADDLE 19"LG		
	(2)	91771 -- Modern Hex Roof		
	(2)	91762 -- Altus Overlook		
	(2)	91764 -- AltusTower Slide Panel		
	(1)	91759 -- Altus Modern Tower Barrier Panel		
	(1)	91760 -- Altus ModernTower Steering Whl.Pnl		
	(2)	6232 -- Pod (1'-0")		
	(2)	16465 -- Slide Transfer (Ada)		



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## Mohawk Park Units - Grant CWO

Quantity	Part #	Description	Unit Price	Amount
	(1) 16700	-- Ada49"Sq Punch Steel Deck		
	(2) 16701	-- Ada 49"Tri Punch Steel Dk		
	(1) 16806	-- Ada 6"Stepped Platform		
	(1) 26068	-- Oval Climbing Wall Attachment		
	(1) 26080	-- Stretched Loop Ladder		
	(2) 26092	-- Ps Plus Single Link Cross Beam		
	(11) 26094	-- Triangular Shroud		
	(1) 26095	-- Hanging Pod Link		
	(1) 26099	-- Rock Wall Link		
	(2) 26142	-- Single With Step		
	(1) 26143	-- 90 Deg 2 Way X-Pod Step		
	(1) 27074	-- Trapezoid Overhead Ladder - 60 degrees		
	(1) 36063	-- Narrow End Balance Beam		
	(2) 36082	-- Free Standing X-Pod Step		
	(2) 5655RP	-- 8' Extension w/Cap		
	(8) 5656RP	-- 8' Extension w/out Cap		
	(4) 5656RP	-- 8' Extension w/out Cap		
	(11) 80001	-- 49"Tri Punched Steel Deck		
	(2) 80602	-- 2'-0"Entrance Barrier		
	(2) 80687	-- Handhold/Kick Plate Pkg		
	(2) 81665	-- Seat And Table For Two		
	(1) 81670	-- Crunch Bar		
	(1) 90004	-- Two Piece Hex Deck		
	(2) 90005	-- Two Piece Hex Deck, Ada Ramp Access		
	(2) 90019	-- Archway W/ Barrier		
	(1) 90176	-- Ada Crow'S Nest W/ Gizmo		
	(1) 90182	-- Ada Crow'S Nest W/ Thunderring		
	(2) 90264	-- 6' Upright, Alum		
	(3) 90265	-- 7' Upright, Alum		
	(4) 90266	-- 8' Upright, Alum		
	(4) 90268	-- 10' Upright, Alum		
	(1) 90269	-- 11' Upright, Alum		
	(1) 90354	-- Counter Panel		
	(1) 90355	-- Store Front Panel, Below Dk		
	(1) 90507	-- 2'-6"/3' Rumble & Roll Zip Slide		
	(1) 90530	-- 2'/2'-6" Little Foot Slide W/Enclosu		



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## Mohawk Park Units - Grant CWO

Quantity	Part #	Description	Unit Price	Amount
	(1)	90654 -- 3'-6"/4'-0" Zip Swerve Slide Right		
	(1)	90668 -- Spiral Step Climber (4'-0" & 4'-6")		
	(1)	90700 -- Single Entrance Wilderslide li		
	(3)	90704 -- Left Curve Section Wilderslide li		
	(1)	90709 -- Support Wilderslide li		
	(1)	90715 -- Twist Ball Run-Gadget Pnl Above Dk		
	(1)	90732 -- Kinetic Spinner 1 Color Pnl Above Dk		
	(1)	90762 -- Long Exit ( Use On 7' & 8' Slides)		
	(1)	90791 -- Sloped Funner Climber Guardrail (Dbl)		
	(1)	90853 -- Quadratic Shade Canopy		
	(1)	90854 -- Equilateral Shade Canopy		
	(1)	90855 -- Hexagonal Shade Canopy		
	(1)	90870 -- Splitter 8'		
	(1)	91006 -- Climber Offset Archway (3D)		
	(1)	91010 -- Archway W/ Socket (3D)		
	(1)	91039 -- Ramp (3D) 1'-0"		
	(1)	91049 -- Ramp Link (3D) 1'-6" & 2'-0"		
	(4)	91137 -- Entryway - 3D		
	(3)	91138 -- High Point / Low Point Entryway - 3D		
	(2)	91146 -- Entryway - Guardrail		
	(1)	91209 -- Climber Entryway - Barrier		
	(4)	91210 -- Climber Entryway - 3D		
	(1)	91268 -- Sprouts Climber		
	(1)	91324 -- Erractic Climber W/Hex Net 4'-5'		
	(3)	91335 -- Climber Offset Entryway (3D)		
	(1)	91378 -- PS S Wave Up & On LNK (4'-4'6)		
	(2)	91457 -- Sensory Wave Entryway		
	(1)	91486 -- Vertical Wiggle Climber 4'-4'-6"		
	(1)	91537 -- Hex Step Link		
	(1)	91538 -- Around the World Link		
	(1)	91564 -- Face Creator Panel		
	(1)	91581 -- Space Race Panel		
	(1)	91602 -- HDPE Vertical Ladder 3'0"		
	(1)	91604 -- HDPE Vertical Ladder 4'0"		
	(1)	91621 -- Hi-Line Climbing Link 2' Rise		
	(1)	91683 -- Wave Link		



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## Mohawk Park Units - Grant CWO

Quantity	Part #	Description	Unit Price	Amount
		(1) 91714 -- Modern Transfer w/Guardrail 3' Rise		
		(4) G90262 -- 4' Upright, Galv		
		(1) G90266 -- 8' Upright, Galv		
		(1) G90267 -- 9' Upright, Galv		
		(10) G90268 -- 10' Upright, Galv		
		(2) G90269 -- 11' Upright, Galv		
		(2) G90270 -- 12' Upright, Galv		
		(1) G90271 -- 13' Upright, Galv		
		(14) G90272 -- 14' Upright, Galv		
		(3) 91210 -- Climber Entryway - 3D		
		(1) 27084 -- Geocentrix 3 Connection		
		(1) 81669 -- Hand Cyclor		
1	RDU	GameTime - 2-5 Yr Old PrimeTime Structure [Basic: _____] [Arch: _____] [RotoPlastic: _____] [Accent: _____] [HDPE: _____] [2ColorHDPE: _____] [Accent2: _____] [Deck:Pvc: _____] [MetalRoof: _____] [Cabling: _____]	\$63,580.00	\$63,580.00
		(2) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		
		(12) 12650 -- 3 1/2" Uprt Ass'Y Alum 4'		
		(1) 19057 -- Wave (Standard)		
		(1) 19106 -- Clover Leaf (3' & 3'-6")		
		(1) 19121 -- Curved Zip Slide		
		(1) 19122 -- Wave Zip Slide (2'-6" & 3')		
		(1) 19171 -- Leaning Wall (3')		
		(1) 19241 -- Maze Panel		
		(1) 19433 -- Wrinkle Wall Attachment 3'		
		(2) 19491 -- 3' Odyssey Pod w/thunderring		
		(1) 19834 -- Flower Spinner Half Panel		
		(1) 19835 -- Face Creator Panel		
		(1) 19849 -- Animal Race Panel		
		(1) 19881 -- Hi Line Climb Link 1 Deck 0' Rise		
		(1) 19912 -- Modern Transfer w/Barrier 2' Rise		
1	178749	GameTime - Owner's Kit	\$84.00	\$84.00



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## Mohawk Park Units - Grant CWO

Quantity	Part #	Description	Unit Price	Amount
1	14928	GameTime - NDS Inclusive Play Sign Package		
1	14927	GameTime - NDS Play On Sign Package		
1	2023 GT- Grant	<p>MISC - 2023 Matching Funds Grant-  <b>Grant Rules and Limitations:</b>  <b>To qualify for up to 100% matching grant</b>, list price of the qualifying playground system must exceed \$75,000, and <b>payment in full must accompany your order</b>. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 90%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, IONiX®, Modern City®, and The Stadium@systems only. THRIVE (up to \$15,000) and Challenge Course (up to \$50,000) are also eligible for funding from GameTime. VistaRope, freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be validated by the project administrator by October 20, 2023. GameTime reserves the right to decline any application for a GameTime grant. <b>GameTime will accept grant orders until October 27, 2023, or until eligible funds are disbursed, whichever comes first. Customer must be able to receive order by December 31, 2023, subject to transportation availability.</b> GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2023 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included.</p>		
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$433,572.00
			<b>Grant</b>	(\$216,744.00)
			<b>Freight</b>	\$9,600.00
			<b>Total</b>	<b>\$226,428.00</b>

**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.





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## Mohawk Park Units - Grant CWO

### 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 8-10 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.



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## Mohawk Park Units - Grant CWO

### 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: **\$226,428.00**

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: \_\_\_\_\_



# Mohawk Park Mission, KS

Design • Build • PLAY!



Color Palette: Ocean | Purple HDPE