

**REVISED**  
**City of Mission**  
**Regular Meeting Agenda**  
**Wednesday, September 20, 2017**  
**7:00 p.m.**  
**Mission City Hall**

*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**

**PUBLIC HEARING**

**1. SPECIAL PRESENTATIONS**

- Proclamation Honoring United Community Services 50th Anniversary Presented to Mike Hockley, UCS Board President and Brian Brown, UCS Board Member, and Julie Brewer, UCS Executive Director
- Presentation of Trophies, Mission Marlins Swim Club
- Presentation to Cub Scouts Receiving Forensic Award
- Introduction of Luis Benavides, Aquatics Manager

**2. ISSUANCE OF NOTES AND BONDS**

**3. 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**

- 3a. [Minutes of the August 16, 2017 City Council Meeting](#)

**CONSENT AGENDA - Finance & Administration Committee**

[Finance & Administration Committee Meeting Packet 9-6-17](#)  
[Finance & Administration Committee Meeting Minutes 9-6-17](#)

- 3b. CMB Permit Application, Target  
3c. November City Council Meeting Moved to November 8, 2017

**CONSENT AGENDA - Community Development Committee**

[Community Development Committee Meeting Packet 9-6-17](#)  
[Community Development Committee Meeting Minutes 9-6-17](#)

- 3d. Resolution Designating Mission Parks and Park Facilities

**COMMUNITY COMMITTEE REPORTS**

Approved Minutes from Board and Commission meetings are available on the City of Mission website under the "[Agendas & Minutes](#)" tab.

#### **4. PUBLIC COMMENTS**

#### **5. ACTION ITEMS**

##### **Planning Commission**

- 5a. Final Plat Approval - Downtown Mission Lot 1 & 2, The Bar (**page 3**)

##### **Miscellaneous**

#### **6. COMMITTEE REPORTS**

##### **Finance & Administration, Nick Schlossmacher**

[Finance & Administration Committee Meeting Packet 9-6-17](#)

[Finance & Administration Committee Meeting Minutes 9-6-17](#)

- 6a. Ordinance Approving Mission Trails Redevelopment Project Plan (**page 28**)
- 6b. Approval of Development Agreement, EPC Developers / Mission Trails Development (**page 28**)
- 6c. Resolution of Intent to Issue Industrial Revenue Bonds, Mission Trails Development (**page 83**)

##### **Community Development, Kristin Inman**

[Community Development Committee Meeting Packet 9-6-17](#)

[Community Development Committee Meeting Minutes 9-6-17](#)

#### **7. UNFINISHED BUSINESS**

#### **8. NEW BUSINESS**

- 8a. City Hall Emergency Stormwater Repair (**page 87**)

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

#### **10. MAYOR'S REPORT**

##### **Appointments - Sustainability Commission**

- Stuti Dalal, Youth Member
- Ingrid Worth, Youth Member

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

#### **EXECUTIVE SESSION**

#### **ADJOURNMENT**

|                              |              |                    |
|------------------------------|--------------|--------------------|
| <b>City of Mission</b>       | Item Number: | 5a.                |
| <b>ACTION ITEM SUMMARY</b>   | Date:        | September 20, 2017 |
| <b>Community Development</b> | From:        | Danielle Sitzman   |

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

**RE:**Final Plat- A subdivision of land to be known as “Downtown Mission Lot 1 & 2”

**RECOMMENDATION:** The City Council approve Case #17-09 Final Plat for Downtown Mission Lots 1 & 2 as recommended by the Planning Commission.

**DETAILS:** The Planning Commission, at their March 27, 2017 meeting, voted 9-0 to approve the preliminary and final plat for a subdivision of land formalizing the lots on which The Bar, 6101 Johnson Drive and the vacant office building, 6201 Johnson Drive are located. This was to facilitate the transfer of a portion of one parcel to another to allow for the expansion of The Bar parking lot. A public hearing was conducted and no comments were received. A copy of the staff report and minutes from the Planning Commission meeting are provided.

At the time of this approval, no dedication of land for public purposes was proposed, therefore it was not required to proceed to the City Council for consideration. As part of the normal review process to record this plat, the Johnson County Surveyor requested that the plat be amended to note the re-dedication of the existing right-of-way for Johnson Drive for clarity. Upon the advice of the City’s land use attorney, this is a minor change as to form only and the final plat may simply be forwarded to the City Council for consideration at their normal legislative meeting in September.

**Municipal Code**

According to Section 440.260 of the Municipal Code, after the City Council review land proposed to be dedicated for public purposes following approval by the Planning Commission. The City Council may by a simple majority:

1. Approve the dedication of land for public purposes;
2. Disapprove or defer the dedication and must advise the Planning Commission of the reasons for doing so.

**CFAA CONSIDERATIONS/IMPACTS:** None

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

**STAFF REPORT**  
**Planning Commission Meeting March 27, 2017**

**AGENDA ITEM NO.:** 2

**PROJECT NUMBER / TITLE:** Case # 16-09

**REQUEST:** Preliminary & Final Plat of Downtown Mission, Lots 1-2

**LOCATION:** 6101 and 6201 Johnson Drive

**PROPERTY OWNER:**  
RH Johnson Company  
4520 Madison Ave, Ste 300  
Kansas City, MO

**APPLICANT:**  
Nick Ewing  
Sullivan Palmer Architects  
8621 Johnson Dr  
Merriam, KS

**STAFF CONTACT:** Danielle Sitzman

**ADVERTISEMENT:** February 21, 2017-The Legal Record

**PUBLIC HEARING:** March 27, 2017-Planning Commission



### **Property Information**

The subject property is developed with a restaurant and office building and is currently zoned “MS1” Main Street District 1.

#### Surrounding properties are zoned and used as follows:

West,North, East- “MS1” Main Street District 1 , Midsize free-standing retail, small row building retail/restaurant, Auto service, Office buildings, Public park,  
South-“MS2” Mission Community Center, Senior Independent Housing

#### Comprehensive Plan Future Land Use Recommendation for this area:

The subject property is identified as appropriate for “Mixed Use Medium-Density” development and Parks and Pathways.

#### All surrounding properties are currently developed:

Surrounding properties are developed with a mix of attached and freestanding buildings for commercial uses. The property directly to the west contains an unoccupied office building.

### **Project Background**

In 2014 the property changed ownership and underwent a renovation to convert it from a gas/service station to a bar and grill. A site plan review was conducted administratively by staff in August of 2014 as the proposed changes to the existing building were not significant in scope. Changes included the removal of the gas pump island canopy, conversion of one overhead door into storefront, and the addition of a small outdoor patio. All new materials used matched the existing ones. The applicant also resolved all staff comments regarding improvements to the site such as street trees, landscaping, equipment and trash screening. The surrounding sidewalk and streetscape had previously been reconstructed by the City as part of the Johnson Drive improvements. A variance was granted by the Board of Zoning Appeals to allow for the installation of a monument sign on the corner of the property in October 2014.

In 2016, the property underwent an expansion adding 531 square feet to the west side of the building in the place of a drive aisle around the building. An additional 265 square feet of outdoor patio area was also added adjacent to the north side of the addition. The project expanded the service areas of the building. The applicant had originally considered adding a second story to the building but did not pursue it. The proposed west side addition matched the architectural style of the existing building and was sided with matching materials. The roofline over the addition expanded the current line. An 10’x15’ overhead door faced the patio area which was enclosed with a wrought iron fence matching the existing fence.

At this time the applicant is requesting approval of a two lot plat in order to divide the currently unplatted property into separate lots and transfer approximately 4,300 square feet of land from the office parcel to the bar parcel. The existing buildings will remain, however redevelopment of the property at 6201 Johnson Drive (office building) is anticipated.

The final plat will not include dedication of land for public purposes, therefore the City

Council is not required to review the preliminary plat. The decision of the Planning Commission to approve or deny the proposed plats will be final.

**Code Review: Consideration of Preliminary Plats (440.220)**

Preliminary plats shall be approved by the Planning Commission if it determines that:

1. The proposed preliminary plat conforms to the requirements of this Title, the applicable zoning district regulations and any other applicable provisions of this Code, subject only to acceptable rule exceptions.

-The proposed plats are in conformance. Existing buildings or site developments which may already be in nonconformance do not increase their non-conformity due to platting.

2. The subdivision or platting represents an overall development pattern that is consistent with the Master Plan and the Official Street Map.

-The plat represents a development pattern already established and supported by the Comprehensive Plan.

3. The plat contains a sound, well-conceived parcel and land subdivision layout which is consistent with good land planning and site engineering design principles.

-The plat supports good land planning and allows for future redevelopment in compliance with adopted standards.

4. The spacing and design of proposed curb cuts and intersection locations is consistent with good traffic engineering design and public safety considerations.

-The plat does not propose any changes to curb cuts or intersections.

5. All submission requirements have been satisfied.

-All of the requirements of 440.220-Submission of Preliminary Plats have been satisfied

**Code Review: Consideration of Final Plats (440.260)**

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.

-A preliminary plat matching the final plat is under review with this application.

2. The plat conforms to all applicable requirements of this Code, subject only to approved rule exceptions.

-Code requirements are described below. The proposed plat is in conformance.

3. All submission requirements have been satisfied.

-All of the requirements of 440.250-Submission of Final Plats 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:**

**Lots**

In the presented plat the applicant proposes to subdivide the subject property which is composed of two parcels into two lots. The subject property has never been platted before. The “MS1” District has no requirements for minimum lot sizes. The only yard requirements are for a front build-to line of zero. The existing buildings are 1-2 stories in height, below the maximum height of 3 stories or 45 feet.

- Lot 1: 122,669 sq ft or 2.8161 acres
- Lot 2: 25,352sq ft or .5820 acres

**Right-of-way**

No right-of-way is being dedicated at this time. The previous Johnson Drive street rehabilitation acquired land for public use at that time. Right-of-way needs will be reevaluated at the time of redevelopment of Lot 1.

**Easements**

No additional public easements are needed at this time.

**Staff Recommendation**

Staff recommends the Planning Commission approve the preliminary and final plat for Case # 16-09 the plat of land to be known as “Downtown Mission Lots 1-2”.

**Planning Commission Action**

The Planning Commission, at their March 27,2017 meeting, voted 9-0 to approve the preliminary and final plat for Case # 16-09 the plat of land to be known as “Downtown Mission Lots 1-2”.

Note: At the time of this approval, no dedication of land for public purposes was proposed, therefore per City ordinances it was not required to proceed to the City Council for consideration. As part of the recording process, the Johnson County Surveyor requested that the plat be amended to note the re-dedication of the existing right-of-way for Johnson Drive for clarity. Upon the advice of the City’s land use attorney, this is a minor change as to form only and the final plat may simply be forwarded to the City Council for consideration at their normal legislative meeting in September.







## MINUTES OF THE PLANNING COMMISSION MEETING

March 27, 2017

The regular meeting of the Mission Planning Commission was called to order by Chairman Mike Lee at 7:00 PM Monday, March 27, 2017. Members also present: Jim Brown, Scott Babcock, Robin Dukelow, Stuart Braden, Dana Buford, Brad Davidson, Charlie Troppito and Frank Bruce. Also in attendance: Danielle Sitzman, City Planner; Brian Scott, Assistant City Administrator; and Nora Tripp, Secretary to the Planning Commission.

### Approval of Minutes from the January 23, 2017, Meeting

**Ms. Dukelow moved and Mr. Davidson seconded** a motion to approve the minutes of the January 23, 2017, meeting.

The vote was taken (9-0). The **motion carried**.

### Case #16-09 Preliminary and Final Plat of Mission Downtown Lots 1-2 – Public Hearing

**Ms. Sitzman**: Thank you, Mr. Chair. I'll give a brief staff report. This is the first of two items pertaining to this site. This is for the platting of the site. The next agenda item will be the site planning for the site. Both are because the project being undertaken is the expansion of the southern parking lot. This is for The Bar restaurant at 6101 Johnson Drive. They are acquiring some land to their parcel and creating a lot that includes that land for the expansion of that parking lot. So, because the site has never been platted, they are required to go through the platting process.

As you are aware, this property has redeveloped over the years, starting in 2014 when it changed from a gas station to a restaurant. And then, undergoing an addition to the west side of the building in 2016. At this time, the applicant is requesting approval of a 2-lot plat in order to divide the currently unplatted property into separate lots for development of that parking lot. It has been reviewed for all the findings required for a preliminary plat, which does require a public hearing this evening, as you noted, and for consideration of final plats. They are not dedicating any land for public purposes. Therefore, City Council is not required to review this application.. It's simply the decision of the Planning Commission this evening.

As I said, there are two lots. After creation, one will be about 0.5 acre in size; the other lot will be 2.8 acres. No additional easements are required. Staff does recommend approval of the preliminary and final plats for this case, and the subdivision will be known as Downtown Mission Lots 1 and 2. That concludes staff's report.

**Mr. Lee**: Thank you. Would anyone like to discuss this application? [*None.*]

[*Chairman Lee opened the public hearing.*]

**Chairman Lee**: If not, we'll conduct the public hearing at this point. If anyone would like to speak for or against, now would be the time to do so. [*None.*] Not seeing anyone, we will close the public hearing and open it up for discussion.

**Mr. Babcock**: The only question I had – and this is for staff is – does it meet the tree requirement?

**Ms. Sitzman**: That's a good question. Street trees or site trees?

**Mr. Babcock**: Well, being that there are no street trees, I was wondering if there should have been, and if there should have been, should we take that direction now?

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Ms. Sitzman: That's probably a better question for the next case, which is the site planning.

Mr. Babcock: Okay. I can wait until then.

Chairman Lee: Any other questions? [*None.*] If not, I would be open to a motion.

**Mr. Braden moved and Ms. Dukelow seconded** a motion to approve the preliminary and final plats for Case #16-09, the plat of land to be known as "Downtown Mission Lots 1-2".

The vote on the motion was taken, (9-0). **The motion carried.**

### **Case #16-10 Revised Final Site Plan-Parking Lot Expansion**

Ms. Sitzman: This is the final site plan for the development of that additional land into a parking lot. As I said, they are proposing additional park that would result in approximately 18 additional stalls, reconfiguring the dumpster collection area, and then, the line of evergreen screening trees that runs along the southern border. To answer Mr. Babcock's question about street trees, there is a section in the staff report that talks about that under Design Review Guidelines. That's actually mixed in with parking, which is maybe why it was overlooked. At the time of their first application in 2014, we looked at street tree counts. They are providing the required number of street trees for their number of feet of frontage. In this review, we only concentrated on the Beverly side, since that's the primary frontage affected by the site development. There is one additional tree that's actually on the property that they're requiring, which will count as a street tree. So, their count is sufficient.

The other complicating factor with this property is that the streetscape on Johnson Drive was actually installed by the City as part of the Johnson Drive street project. So, they went through and did improvements to the sidewalk and streetscape there, as well. So, I think they're okay, and I don't know that I would require additional trees at this point. However, you're certainly welcome to review that with the applicant.

As far as other elements of the site, to highlight, I mentioned there were additional parking stalls on site. This zoning district does not require any onsite parking, so any parking provided is above and beyond the requirement. The intention in the downtown district is that the on-street parking would be shared amongst different businesses. We looked at the supply of parking and demand of parking created by this use in a previous application, where we asked them to quantify some of their parking requirements. Certainly, adding additional parking at this point helps any kind of demand and flow that they might create.

Of course, when you cover previous green space with pavement, you also generate more stormwater runoff. So, we've asked them to address the stormwater runoff because of the additional pavement that they're adding to the site. They propose to collect water into an infiltration area on the southeast corner of the lot, basically to slow down and collect some of that water as it starts to run off the site, allow it to infiltrate into the groundwater system here, rather than simply running into our stormwater collection system and eventually ending up in our streets. So, that has been addressed on the site.

As I said, the southern edge of the property currently has evergreen trees, which will have to be removed for construction. They are proposing to re-plant evergreen trees to the south of their parking lot. We have reviewed the findings for a final site plan and they have met all of those, as well.

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The applicant is here, so if you'd like to have them come up and answer any questions, they are available. Staff does recommend approval of the final site plan in this case, and for expansion of the parking lot. That is staff's report.

Chairman Lee: Thank you. Are there any questions?

Mr. Brown: I have a question for the applicant.

*Nick Ewing, Sullivan Palmer Architects, appeared before the Planning Commission and stood for questions.*

Mr. Brown: I see this as maybe a little bit a day late and a dollar short, because most of the site is laid out already. But, I would have liked to have seen an attempt to connect the sidewalk around the building to the public way in a manner that complied with the guidelines. An accessible route off of the public way up to the building. So, going by the site, it looks like the only opportunity for that would have been in the northwest corner where it's relatively flat on the approach, and with the drive entrance being placed there already, I'm not sure it's really achievable at this time.

Mr. Ewing: The drive entrance was already there, so *[inaudible]*.

Mr. Brown: Did you guys investigate that at all when you were evaluating the extension of the parking lot, whether that was achievable to the south?

Mr. Ewing: We did not. We provided the necessary and required ADA and the two *[inaudible]* parking stalls and drop-off zone, and the curb ramp that we have there were added. Those were not there in the past. We added them with the project before this.

Mr. Brown: Okay. From the parking into the building, it appeared to be fine on just *[inaudible]*. But, you know, in the future, with the project, I would personally like to see you make an attempt to connect them to a public sidewalk moving forward. However, I'm not sure that's achievable at this time. I just wanted to bring it up and make the statement that it should be important for us to accomplish.

Mr. Ewing: Thank you.

Mr. Davidson: I have a question for Danielle. There's been concerns about parking lot lighting on the facility. I don't have the drawing in front of me. Is the parking lot lighting -?

Ms. Sitzman: Mr. Ewing can probably speak to that. That was a condition placed on the last application that they had for the addition of the building to the west, a condition that they improve the site lighting along the rear of the building. I think they have accomplished that.

Mr. Ewing: Yes, we have. The wall packs were added with the last submittal last year, I believe it was, for the west extension of the building. There's a power pole in the parking lot, and the contractor added a light on that power pole. He worked with the power company to get that set up, and we believe that will be sufficient site for this new parking lot. If we need to add some additional wall packs, we can.

Ms. Sitzman: And probably the expansion of the parking lot and pulling those evergreens farther away from the building is going to open the area up a little bit more. I think it will be less

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secluded and less dark because the screening trees will be further from the building. So, there will be less shadow from the trees at night.

Mr. Davidson: Okay, I get that. And this will be a question that I would have since I've been, again, City regulations as far as adding lighting onto a panel or power pole versus a single unit pedestrian-type parking lot lighting.

Ms. Sitzman: There are street lights along the roadway around this area, so we don't have a requirement for certain foot candle illumination on site. So, it's subjective consideration in every case.

Mr. Davidson: All right. I just wanted to bring it up for discussion.

Chairman Lee: Are there additional comments? [*None.*]

**Ms. Dukelow moved and Mr. Troppito seconded** a motion to approve the Final Site Plan for Case #16-10, The Bar site expansion.

The vote on the motion was taken, (9-0). **The motion carried.**

### **Case #17-01 Final Site Plan Gateway**

Ms. Sitzman: This application is for a final site development plan for the entire Gateway site. As you may recall, the preliminary site plan was approved by City Council in January 2016. There was a public hearing at that time as required by statute. They are requesting site plan approval for the entire site, and they have indicated their intention to proceed with construction in three sequential phases. As you reviewed the plans, you probably saw the limits of where those phases were. The timing of those phases will be considered by the City Council as part of their review of the development agreement, but essentially, I've spoken with the City Manager, and that previous condition that you've seen in the past where they wanted to place a limit on phasing has been removed. They are comfortable proceeding with those negotiations, as they will in their process with the City Council.

So, in your staff report, there is a review of what changed between that preliminary site plan in 2016 and what is proposed this evening. The plan still identifies six buildings around the perimeter of the site, surrounding a partially freestanding three-level parking garage. Building B on the southwest corner of the site is a 200 room, 7-story hotel. To the north, buildings C, D and E along Roeland Drive and Johnson Drive will contain 168 apartments over ground-floor retail in 4-story buildings. Building A is a single-story building with three retail tenant spaces defined in it, as shown on the floor plan drawings. Building F is an approximately 58,000 square feet 3-story office building. There is a boardwalk system proposed to connect the surface parking lot along Roeland Drive to green space adjacent to Buildings C, D and E. The courtyard there is proposed to benefit residents and for use by the public. It does include a space with built-in seating and a small performance area.

So, the table in the staff report shows a quick tally of the components of that project and how they compare from preliminary to final. Essentially, the project was reduced in square footage by almost 5,000 square feet. They lost five parking stalls. The hotel rooms remain the same, while the square footage dedicated to the hotel use increased slightly. There are 14 fewer dwelling units in the office units proposed, but an almost 4,000 square feet increase. Staff does not consider those changes to be significant under the definition of what "significant" means in our

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code. Therefore, the site plan is essentially or substantially in compliance with the preliminary site plan.

We did conduct a review of the site plan. The applicant has been given comments from staff. Joining me this evening is Dave Mennenga with GBA. He is our consulting engineer for this project, and the one who reviewed the traffic study. His firm also reviewed the stormwater study. So, he is here tonight to help answer any questions.

Included in the staff report is a summary of the issues that were discussed during the review that staff conducted. I'll highlight just a few of them. I wanted to give you all the information, but these are essentially only a few issues that are probably worth discussing. There will also be time for the applicant to give a presentation, so I don't want to steal his thunder.

Essentially, the building design and material palette review we conducted were based on the Johnson Drive design guidelines. They are proposing a modern architectural theme, as reflected in their drawings. Included is a materials board, which you probably have not had a chance to see until this evening. Materials for Building A are going to be painted pre-cast concrete with thin brick and thin block. They have included a higher percentage of glass along the ground floor, and they have minimized the amount of stucco they use to meet both standards in the Johnson Drive design guidelines. The Johnson Drive design guidelines essentially encourage detailed and articulated building elevations that create interesting facades, complementary massing, human scales elements, and high-quality appearance materials. Those design guidelines were basically developed around the studies that were performed in the early re-development stages of our downtown, where we looked at what in the downtown was worth preserving, and what kind of standards we could adopt to promote the preservation of those features. This project is on the far east end of that study area and is subject to those design guidelines. It would allow for a modern style of architecture, which is not prohibited. The design guidelines actually say that a diversity of architectural style is sort of in the Mission flavor and theme, and it would not be prohibited.

As part of this particular project design, there is a unified design within its boundaries. It's a large development, essentially establishing its own architecture for its portion of Johnson Drive. I'll let the architects speak more to the architectural part of that; I only play one on TV. [Laughter.]

There's discussion about public open space and the courtyard that I mentioned. That has not changed since the preliminary site plan. There are sufficient elements of screening included in the plan to address rooftop HVAC units that we have been concerned about in the past. It proposed a way to screen the loading docks and utility pad sites that might be on the site. And then, that surface parking lot along Roeland Drive would have a 3-foot-high wall around it. They have screened the parking lot from the view of the public way. Building A continues to be screened from view through a curved precast concrete and brick wall, and a large number of evergreen plantings along Roe.

One of the elements that was a concern to staff when we reviewed these plans was the amount of spacing allocated along Johnson Drive between the buildings and the back of the street curb. There are a lot of elements that need to be placed in that area and still maintain a clear walking path, so that the sidewalks are adequate. Based on previous studies and the Johnson Drive design guidelines, we do encourage quite a few amenities such as benches, trash cans and

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bike racks be placed in that corridor, as well as the street trees and street lighting. We were concerned that there might not be enough space allocated to have all those elements added in and still maintain a wide enough sidewalk. So, highlighted in the staff report are what we are concerned about in that area, basically stating that those finer details may not be required in the site plan, [inaudible] something that's included in construction drawings that come sometime between a site plan being approved, and actual construction in the right-of-way. So, we're indicating that we still need to work with the applicant to hammer out those details. We have talked with our engineers and the applicant, and we think there are some ways to work around those restrictions that we're concerned about. But, when we looked at the plans, we were not going to be able to make everything fit.

We did an analysis of street trees for the site. There are more trees shown in a table in the staff report, but we only count a tree as a street tree when it is a certain species, and that it's located between the sidewalk and the back of the curb. So, it is truly along the street and is providing shade for pedestrians along that corridor. So, you will notice that there are a few locations where there are currently not sufficient street trees provided. Honestly, the frontage along Roe Avenue, there are quite a few trees shown along that corridor, but they're largely evergreens, which contribute to screening of the loading docks, which we think is an important purpose along that corridor. They fit in as many street trees/shade trees as possible, so staff's opinion is that the screening is actually a priority there, and that it's a better use of the planting area available as screening. Along Johnson Drive, the number of street trees are reduced because there's some on-street parking provided, which we think is a valuable component of the development, too. So, when you consider the on-street parking, you take away land that you would otherwise be able to have street trees. We indicated in our conditions that we would like to see as many street trees in there as possible. We continue to work with the applicant to find ways to make those numbers go up, if possible.

The right-of-way has not been set because they have not actually finalized their plat. You may remember that they had a plat a couple versions ago where they established the lot lines and where right-of-way would be. This development is different than when the plat was recorded, so they'll have to go back through the replat, actually. That would be the point at which we would want to double-check all those boundaries and make sure that they are sufficient.

Also included in the staff report is an entire page devoted to the sign code that's proposed. In the MXD zoning district, there is not a specific section of our sign code that regulates [inaudible], so, we asked the applicants to come up with sign criteria. They have taken a crack at that. Unfortunately, a lot of the information about sign sizes does not lend itself to easy evaluation. Typically, the Planning Commission takes a look at what the applicant has proposed and tries to evaluate it against a similar district. With MXD, there's no really calculable comparison, but I think maybe some of the information you normally like to see is still lacking. So, it was noted that a revised version of that document should be submitted for your review at a future meeting.

As I mentioned, GBA is with me this evening to talk about traffic, if they need to. We feel like they have successfully studied the potential traffic impacts and accommodated the necessary improvements in their plan. And, since they haven't actually dedicated right-of-way specifically, we will need to continue to work on the specific markings and land signs that would need to happen. There are some conditions included that address those ongoing issues.



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In regards to stormwater, I will say that while there is significant improvements that will be made to the site by the City in underground stormwater conveyances, we do ask that as they go forward with planning and designing their buildings, they take where those facilities are into consideration, because they will have to be careful about putting in foundations that will not impact the facilities. Also, for the proper function of water to flow through their systems, air has to vent out of it. So, where the vents for those occur will impact some of their building design. So, that's something we'll continue to look at when they get to the actual building construction.

We did review this against, like I said, the [*inaudible*] for a final site plan, and it is in compliance with all of those things, if the conditions are taken into account. So, staff's recommendation is therefore for approval, with some conditions. You'll notice there are four conditions at the end. If you reference the handout at your desk, it will look like this. It's the motion's list. There's a back page to that, which was just for this application. Actually, at the eleventh hour, I added a fifth condition, which I will explain in a moment. The conditions are grouped into things that need to happen before this body, as the revised documents; things that need to be simply submitted for staff's review and approval; or, things that need to be submitted at the time they get to the infrastructure and construction drawing stage.

So, condition number 1 are things that we think, if they revise and submit to staff for review, we can work through with them. Those include things like correcting minor typos, showing the 3-foot high wall as a minimum height rather than a maximum; including details for one of the exterior dumpster areas; continuing to hash out the 8-foot clear path for the Johnson Drive sidewalk. There was a choke point in that sidewalk [*inaudible*] by Building E that we were concerned about. I think there are ways for them to address that; they just need to make it into a revised plan. Continuing that 8-foot-wide walking path sidewalk along the entire width of Johnson Drive. And then, there's a sign that has been proposed at one of the entrances on Johnson Drive, which we think would be a sight distance concern. And then, anywhere possible, increasing the number of street trees provided along Johnson Drive.

The second condition are things that we think they need to address at the time they get to infrastructure construction drawings. That would be things like: Provide revisions to the streetlight layout and the site lighting details, as noted by GBA in their review, which is also included in your packet. There are some minimum lighting standards required for walkways, which we think they have a couple dark areas that they still need to address there. Another element would be moving or shifting of street trees so that [*inaudible*] count as street trees actually to the location, allow them to be counted as street trees. Also, continue to work with them about the exact location of benches, bike racks and trash receptacles along both Johnson Drive and Roeland Drive; to provide a safe north-south pedestrian crossing at the intersection of Shawnee Mission Parkway and Roeland Drive; to provide any regulatory signs on site where appropriate. So, the "Yield Here" signs, the "Stop Here" signs, those kinds of internal regulatory signs. And then, some markings for the vehicular pathway at Driveway 6.

The third and fourth conditions are items that we would require prior to the issuance of building permits. The first one is submittal and approval of a revised plat. Like I said, the previous plat does not match up with the current design, so they will need to do that before we would issue building permits. The fourth condition has to do with issuance of building permits for any

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buildings spanning, like I said, the underground infrastructure for stormwater, making sure that the proper functioning of the stormwater system will be maintained.

The fifth condition that I added – which is on your sheet – reads: *The approval of a revised private sign criteria by the Planning Commission*. That would be an item that would need to come back before you, and it goes to the separate motion, separate item on the staff report dealing with the private sign criteria. I feel like there's some information missing from their submittal that makes it difficult for you to evaluate their private sign criteria. So, I would have you ask them to submit that for consideration at a future meeting. Our ordinances do say that a final site plan must include consideration of sign criteria, so, I added that fifth condition to clear that up. You could approve the site plans tonight and have those sign criteria catch up at a future meeting. So, rather than hold up this application for the sign package, it really isn't going to be an issue for them until they go to construction and want to hang a sign on something. We would just add that as a final condition. This concludes staff's report.

Chairman Lee: Thank you. Would the applicant like to make a statement?

*Thomas Valenti, Developer, appeared before the Planning Commission and made the following comments:*

Mr. Valenti: Good evening. I'm with Gateway Developers. We're here again. This is a plan that should be relatively familiar to you. The major difference is Building A no longer being the 146,000 square foot Wal-Mart, but rather, at least at this point, three potential buildings. They are placeholders until we have tenants for those buildings. As Danielle said at the outset, our intention to start as soon as possible with the first phase, which would be the residential and the retail below. And then, the second phase would be the hotel, and the third phase would be the other junior anchor stores, with the office falling somewhere in there, depending on when we have an office tenant. Steve Salzer of El Dorado, our architects, is here tonight, and it might be good to run through it one more time, to go through each of the buildings and how it all works.

*Steve Salzer, Project Manager, El Dorado Architects, appeared before the Planning Commission and made the following comments:*

Mr. Salzer: Thank you, Tom. At the request of the Commission, we put together a series of enlargements of the façade elevations that help to supplement the material sample board that you see to the right. I just want to take you through each of the building palate and talk about how the materials work together to form a cohesive development.

Starting off here is Building A. This is an enlargement of Building A, which is that three-tenant anchor building that Tom described at the corner of Roe Avenue and Johnson Drive. This is a snippet of the Johnson elevation right as that entryway comes in. In previous iterations, there have been a lot of discussions about how to get an entry facing Johnson Drive. We have an entry facing Johnson Drive, and we have the display cases on the side here that helped meet the glazing standards. What we've got on this building is some very nice brick, thin brick that is part of the precast system, but it's actual brick. Above, we have a couple colors of painted precast. You can see an example of the brick that we're considering here. It's nice, dark, has a bit of an iridescence to it if you view it from the side in the light. It's a very nice brick. We have a couple of paint colors here, so you can see on the board – it's kind of hard to see from where you're sitting, but this says Building A; these are the two paint colors. I apologize for the color

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condition on the screen; it's a little difficult to see. So, here's the material pallet, basically, of Building A.

Buildings C, D and E on the site plan are the residential building that turns the corner from Johnson Drive and Roeland Drive. It basically has three masses that are connected by these glassy linkages here. This building is clad in a metal panel system that has three color variations. Each building has what's called a "body color," which is one color tone. And then, there are two other color tones that create a striping effect or a patterning that is then repeated on the other mass. So, Building C, for instance, if the body color is this color, a majority of the building is this color, then there will be accents in these two colors. And then, with Building D, a majority of that building would be this color, with these two accents, and so on, as you go around the color.

The lower level, which has been previously shown as largely stucco, is now shown as a very dark stained cedar, which is here. So, kind of a deep stain. What we're proposing is a [*inaudible*] clad, which is set on a sealer system with joints that are open. It gets a lot of air ventilation on hot days, so it will last a lot longer than if it was directly applied as a moisture barrier. We'll vary the widths, so there will be a nice variation to the scale of the panel that's at that level. And then, we have storefront glazing and connector glazing, and residential windows that are all represented by this glass. So, all of the glass is very transparent, not reflective or dark, so there should be a lot of visual transparency to what's going on with the inside of the retail spaces, which would be nice during the day. These inset balconies are shown to be plaid and stucco. They have a yellow color, which is here. This is a true stucco, not a synthetic stucco. And then, an aluminum railing system that will match that color.

This is Building B, which is the hotel. Building B has a different style metal panel on it. It's a smooth panel, but it's a larger-scale, similar panel size. That is represented by this guy right here. This is like a resin core metal panel system. The outside is aluminum and it has a baked-on finish. They are all baked-on finishes that are 10, 20-year warranties. Very long-lasting. What we're showing here is, in hotel design, you'll often see PTEC units. They stick out through the wall of the building, so it ends up looking unsightly. What we're representing here is that the PTEC will actually be integrated behind the wall, and a perforated section of the same cladding will cover that. So, it will look much more integrated. It will be a very subtly venting on the outside. It will actually help modulate the façade and pick up light in interesting ways, rather than being kind of an eyesore that's stuck onto the building. It doesn't pick up well here, but this lower band, we're calling this the pedestrian level, as well. So, on Buildings C, D and E, that band is right at street level. On Building B, if you think about how the site rises up, Roeland, as you get towards Shawnee Mission Parkway, that is actually at level three. So, you're at-grade is level three by the time you get up the hill. So, that at-grade experience for pedestrians also has a similar cladding that's set back under the overhang of the building in similar size to the paneling I showed you before, but in a richer, kind of warmer tone, which will work well with the silver-ish panels.

And then, when you see concrete around the site, we're talking about board-form concrete, which we couldn't provide you a sample of that. There's a picture of it here. Board-form concrete is formed concrete where there's a liner that's placed in the form that makes it look like it was

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formed out of boards like it was a century ago. So, it creates a nice linear texture that is more than just a foundation wall.

This is the office. Similar panel as the hotel. There are kind of interconnected volumes. If you remember the plan, there's a big terrace level at level three, and you can kind of intermingle between the residential building and the hotel and office. This is the hotel and plaza, and then the terrace that's connected to the residential, and also connected to the office, which, at this level, is a story up. So, very similar palate to the hotel.

Parking garage. The parking garage is a metal panel that's silvery, too. We have a piece of the preformatted metal panel. This isn't the exact pattern that we're suggesting. There's actually a scaled drawing of it in the final development plan set that we submitted, which shows the exact percent of openness, the size of the hole, the offset, and all of that. This façade is considered to be more of a sculptural move. So, the panels will appear to be more random than maybe you see on the screen, but there is a repeating pattern that happens, like, every 50 panels or so. But, it's designed to modulate and move around the site as it folds around the four sides of the parking garage. The perforations help us screen the vehicles while also providing the required amount of free open area for natural ventilation of a parking garage. The top portion extends eight feet above the deck on the top level to help screen views of the surrounding portions of the deck.

So, that is it on materials. We can take questions on that, or we could also run through a slide we put together that talks about the public space amenities.

Ms. Buford: I have a question on the coating. What is the coating on the aluminum storefront and on the corrugated?

Mr. Salzer: It's anodized aluminum.

*[Overlapping comments.]*

Ms. Buford: Do we know, within 100 mile radius, where I could take a look at that product? Where it's been used before?

Mr. Salzer: Clear anodized aluminum?

Ms. Buford: Just something *[inaudible]*. The corrugated is mostly what I have my eye on.

Mr. Salzer: This stuff?

Ms. Buford: Yeah. Can you find me something within 100 miles that I could go -?

Mr. Salzer: One hundred miles is a long way. Hopefully I can find something closer. *[Laughter.]*

Ms. Buford: If you could find something, you could also see it larger.

Mr. Salzer: Sure. It's not that color, but if you've ever been to 75<sup>th</sup> and Washington, right near 75<sup>th</sup> and Wornall, it's called the Bobbin Building. There is a horizontal metal panel on that building. That's a different finish. It looks much more industrial than this will look, but it's the same scale panel. It's one block west of 75<sup>th</sup> and Wornall. I can give more information to Danielle.

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Mr. Braden: I have a question about materials. As with any wood stuff, it looks great when it's first stained and everything. Is that prefinished? Is it going to be a maintenance issue? Is somebody going to have to stain it all the time?

Mr. Salzer: We would discuss very high-quality stain and finish, and it would probably be field-finished. Or, it could be a first coat applied in the shop, and then, a second coat in the field, depending on the level of stain we want to get on that stuff. But yes, you're right, it will need to be maintained. What's great about where we have it placed on the building is, where the building overhangs are five feet in most cases, it's not getting pummeled from above all the time. That's not to say the bottom level won't get a little. Like any material, even stone or brick, regular maintenance will be required, for sure.

Mr. Valenti: Did you want to mention about the panels?

Mr. Salzer: Yes. The other thing that's nice about the cedar is that we're mounting it on a [*inaudible*] system. So, if a board gets damaged, somebody carves into it, or something, it's not a fancy system that you have to order and take apart because it's all interlocked. You can literally take that board off, buy another piece of cedar, stain it, and put it right back up. So, it's easily repaired.

Mr. Braden: I have another question on the precast. You say that that's a painted precast, or is the color of it precast?

Mr. Salzer: What we're representing on here is that it's painted. It would be applied after it's formed. It's not an integral color.

Mr. Brown: Is there a benefit to that?

Mr. Salzer: Well, there's a wider range of color possibilities when you're field-applying the paint. It could be pigmented, but it's also a cost consideration if you're pigmenting all the concrete through, you know, you're paying for the full thickness of the thing, where you really just want the face effect of it. That might be one consideration.

Mr. Braden: On the precast, is it a framed building? It's not a tilt-up precast, is it? Building A?

Mr. Salzer: It would be a steel-framed building with a precast exterior.

Mr. Brown: On the sign package, I didn't see anything there about wayfinding signs. Is there going to be a wayfinding package involved here?

Mr. Valenti: It should have alluded to some wayfinding signs. There are wayfinding signs. There's actually three wayfinding signs right now at the exists of Roeland, Johnson Drive and Roe. And then, we'll have a couple of interior within the deck itself that aren't labeled on there right now.

Ms. Sitzman: Mr. Brown, are you asking about monument signs, or are you asking about on-site, like, this way to parking, this way to -?

Mr. Brown: Exactly. Directional signs. If you're looking for this, it's that way; those types of wayfinding signs.

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Mr. Valenti: The three monument signs I mentioned will have tenant names on them with arrows at the entrances. The product will be smaller wayfinding signs for pedestrians. We can add more specifics to that to the signage package.

Mr. Brown: I would appreciate that. It would be nice if it was coordinated with the architecture of the buildings or the other signage.

Mr. Valenti: Yes. Steve talked about the board-formed concrete siding along the terrace. That same board-formed concrete will be used for those three directional signs at Roeland, Johnson Drive and Roe. If we can get the Johnson Drive one to work.

Mr. Brown: Okay. Also, I'm personally concerned about the volume of the corrugated metal on the residential building. It just seems like a lot of corrugated metal. Could you put that image back up?

Mr. Ewing: I think what might be misleading about the image you're seeing here, in the full package, there are complete building elevations that show how the façade is broken down by these punches, these color punches, these inset balconies, and the window patterns. And then, with the modulation of color of the metal panel, panel façade.

Mr. Brown: Do you have an example of what that will look like in mass along the drive there?

Mr. Ewing: The color ones are back. I think it would be hard to see it in that context.

*[Low questions and responses, inaudible.]*

Ms. Buford: Would this be light grey, the corrugated?

Mr. Ewing: Yes. It's all corrugated, and what you're seeing are the different color panels. So, a majority of the body color here, and you'll see accent color one, accent color two. It's hard to see on this screen. I hear your concern, and we have some similar projects with a lot of corrugated metal on them, and when you get a distance from them, it just reads as a color field. You don't see corrugated metal. At least I don't see corrugated metal. It's not in-your-face. You see color tones moving down a façade. Not unlike if there were all Hardie board or something that we painted. It kind of reads as a uniform mass that reinforces the modern architectural aesthetic.

Mr. Brown: I'd like to ask the rest of the panel their take on the volume of corrugated metal on the outside of a building. To me, I don't like it.

Mr. Braden: I don't have a problem with it. The recesses *[inaudible]*. Are the windows flush with the panels, too? What I'm a little afraid of, if you're looking on the site, it's going to look like one big, long mass if there's nothing popping out. I mean, the recesses can make it interesting from the side, but if you're looking down the site line of the building, is it going to read as one big, massive wall?

Mr. Ewing: Well, when you get to a *[inaudible]* angle, I think you'll pick up on the windows slightly recessed, but it is designed as a taut skin currently, with the counterpoint to that being the recessed balconies. So, when you're looking at it at a very sharp angle, you'll see the shadow play moving down the façade of these angles. So, really, the big move, it's not the corrugated, but the arrangement of these openings.



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Mr. Babcock: What's the lifespan of this corrugated stuff?

Mr. Ewing: I think it's 20 years.

Mr. Babcock: What happens then?

Mr. Ewing: Well, you'd have to replace it or paint it.

Mr. Davidson: I have a question on material board over here. Are the windows anodized aluminum frames? Around all the windows?

Mr. Ewing: Yes.

Mr. Davidson: So, you have the black color?

Mr. Ewing: It's dark, yes.

Mr. Davidson: All right. One question I have – and I know it's just personal preference – why was, like, that color canary yellow, as far as the punch -? Why was that picked out? Are there other colors that could be used to bring some attention to those areas?

Mr. Ewing: Obviously, there are a lot of yellows. We think this one is a nice, warm yellow that works well with the warm metal color. That's why we chose it. We thought it needed that, I don't know if I'd call it punctuation, but if we had this warm palette, in making bold moves like that, it really called for a color that could hold that move.

Mr. Davidson: I'd like to ask Mr. Brown and the panel, as far as that color being used as a punch color -? I know Robin is good with that color, so it might be a question for you.

Ms. Dukelow: It's rain screen, right?

Mr. Ewing: It is rain screen, yes.

Ms. Dukelow: Okay. Honestly, it doesn't bother me at all. I think it's kind of fun. But that's just my opinion. So, with regards to the question about the windows, that corrugation will have to be trimmed out. That's a detail that we'll get to, I'm sure. But, the intent is that the frame and the trim be flush with the face of the corrugated metal, correct? They're not undulating.

Mr. Ewing: These windows are pretty much in plane with the metal panel. Now, they may recess just a bit, but the big move is not to create a depth with these moves that competes with the bigger recessed balcony.

Mr. Brown: [*Inaudible*] going to be [*inaudible*] glass like that? Or are they going to have some sort of other -?

Mr. Ewing: No, they will not be colored. They will be clear like the glass that's on the wood. Which is the basis of design – not to get technical – is based on Viracon VE 1-2M, which is a good balance between energy efficiency and clarity. We use it on a lot of our projects, our historic preservation projects that require clear glass. We like it, just from a modern aesthetic. We like to be able to see in and out of buildings. We think that connects them more to the pedestrian experience. So, we would propose using that glass everywhere you see glass on this project.

Mr. Babcock: To answer your question, I don't like it either. But, the thing is, I don't think we get to vote on that stuff. My question is on this corrugated stuff again. Is that a coating?

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Mr. Ewing: It's a baked-on finish.

Mr. Babcock: And what is the durability of that coating?

Mr. Ewing: It has a 20-year warranty.

Mr. Babcock: So, is it going to chip off over time?

Mr. Ewing: It will probably last longer than 20 years, but it may start to fade after 20 years.

Mr. Babcock: So, it's a color issue, not a surface flaking-off type issue?

Mr. Ewing: I think that is correct.

Mr. Brown: Is it a metal panel, or a composite metal panel?

Mr. Ewing: This is just a really good steel panel. The panels on the office and the hotel are a composite. They have a resin core, a fire-rated resin core to meet code. This is an actual piece. Apolick (?) is one manufacturer. So, it has aluminum on the back and a baked-on finish on the front, and the core is resin. It's less than a quarter-inch thick. The joints will be routed and turned so that they're detailed with a reveal at the edges.

Mr. Davidson: Regarding the brick, you said it was part of the wall system. Is it just thin set onto that concrete panel? There's no mortar between the brick, so the brick actually has recesses around -?

Mr. Ewing: I think we would propose it with a mortar set so it would look like brick. That's a natural piece stuck to the board, so that's its actual thickness. But it would be grouted around the edge so it would look like brick. Probably a dark grout. We like to stay close to natural on grout colors for maintenance and other reasons. It gets tricky down the road to try and match. But, natural gray grout might be a little light for that brick.

Mr. Davidson: It would give it a totally different look.

Mr. Ewing: Right. In the spirit of the other tones we use, we want that mortar to blend in with the brick, to kind of unify the masonry.

Mr. Brown: What do you think the durability of that metal panel is going to be in a hail storm? With a composite metal panel, I'd be a lot less worried about that because it's pretty hail-resistant. But, just a metal panel, especially with the ribs sticking out on that, on the back side of a building on Roeland Drive, I think it's going to take a beating.

Mr. Ewing: A substantial hailstorm, they'll probably be replacing roofs and everything else. So, a shingle on a wall or wood siding in a significant hail storm will also take damage. That kind of metal panel is used a lot on buildings. I don't know that it's more susceptible than other materials. Maybe it is. That's something to look into, I suppose.

Chairman Lee: Any questions?

Mr. Ewing: Also, we did have the public space plan that I could walk through.

Ms. Sitzman: Does anyone have questions about that? [*Inaudible*] to be made in construction drawings, so I'm not sure how much of a final representation this actually is for you.

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Mr. Troppito: I have a few questions. First, staff reports in here that KDOT will also need to review any proposed changes to the intersection of Shawnee Mission Parkway and Roeland Park. Is there any kind of timeline on that?

Ms. Sitzman: In the past, we expected KDOT's review to be more involved because there were access points proposed off of the KDOT right-of-way into the development, in the middle of that bridge. That's not the case anymore. Do you have any idea of how extensive that review -?

Mr. Mennenga: I think it's a cursory review for them. I would hope they would get that done in about a month. I think the changes that they're going to see are all in the right direction, in their opinion, but it's not really a direct impact on US 56 like there was before.

Mr. Troppito: The second question has to do with the first page of the staff report. It says the property owner is Aryeh Realty, LLC. Does that represent a change in ownership? I thought all along this was a Cameron project. I don't understand the relationship between the two.

Mr. Valenti: This was never a Cameron Group project. This was always Gateway Developers. When we had to refinance the project, we had to transfer ownership to Aryeh, which is the same owners. Cameron Group is still involved, as is GFI, are partners from New York. And there has been an assignment and assumption of all of the obligations from Gateway to Aryeh, so it should be seamless. And we've done that through the City's attorneys, both Pete Heaven and Gary Anderson.

[*End of first recording.*] - need transition inserted - didn't realize it had stopped

Mr. Babcock: ...at drive number 6. This is in the staff's comments. It talks about traffic going from, I think Drive 5 to be going out through Drive 6 for, I think it's westbound traffic. I can't find Drive 6 on there. And I think there's a comment that staff made that they needed it to be designated where this Drive 6 was. Drive 5 is designated very well, and what I'm getting at is that when a truck leaves that lot – and we talked about this at other meetings – as it stands right now, they make a right turn out of Drive 5 onto Roe. The thing that people aren't picking up, that I've heard from friends from Prairie Village, is I think that's not a truck route as you go farther south on Roe. My question is, how is that truck going to get to a main thoroughfare? Is it going to go through the neighborhood? Is it still Roeland when it goes across Shawnee Mission Parkway? [*No audible response.*] Okay. You go down Roe, south, and you have to make a right to get back up to Shawnee Mission Parkway.

Mr. Bruce: Sixtieth Street.

Mr. Babcock: Which is more residential. I have a concern about taking trucks through residential areas.

Mr. Ewing: Drive 5 is here, and Drive 6 is here. I think what is different from the plans you've seen before is there is a connection now here, through the site, and truck traffic can actually go through the site and out the Roeland exist, like this. Instead of up and around.

Mr. Babcock: Perfect. The other thing was trees. There's a staff comment where it appears you're saying there weren't enough trees on the property.

Ms. Sitzman: There are sufficient site trees to meet the requirements, and number of parking stalls, and things like that. What is sufficient is the street tree count on Roe Avenue and along parts of Johnson Drive. So, staff's comment is that on Roe Avenue, they use a lot of that

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planting area for a tree of some kind, such as evergreen trees, which would contribute to the screening of that dock area, rather than being considered a street tree, which is primarily for shade. We think that's a higher prior in that corridor, to provide the screening than to use the same planting area for street trees. So, we would be comfortable with that. And again, along Johnson Drive, where they've [*inaudible*] on-street parking, which is also a benefit to the character of the neighborhood, they've had to cluster their street trees elsewhere, and then, don't have quite as much space. So, they do have a significant number of street trees along Johnson Drive along Building A, but then, where those on-street parking stalls are near Building E, they are a little sparser. So, it contributes to a lower count.

Mr. Babcock: In your conditions, it says "locate trees," but I didn't see it said to increase trees.

Ms. Sitzman: Under 1 (h), it says to increase the number of street trees provided along –

Mr. Babcock: Oh, there it is. Okay.

Ms. Sitzman: And we work with them to see if we can't fit as many in there as we can. And then, the "locating" them has to do with placing them appropriately along Roeland Drive, where they intended to have them shown as a street tree but, for some reason, the revision of the landscape plan didn't carry that through.

Mr. Ewing: That was just an error on our end. We have them on the wrong side of the sidewalk, but they are intended to be, as staff pointed out, between the curb and the sidewalk.

Chairman Lee: Further questions of the applicant? [*None.*] Thank you. Comments?

Mr. Brown: Well, my only comment would be, I don't like the corrugated metal panels. So, I will be voting "no."

Ms. Sitzman: So, as you make a motion, please remember to reference the updated version, which is conditions 1 through 5 instead of 1 through 4. And then, if you would still make a separate motion regarding the private sign criteria.

**Mr. Braden moved and Mr. Troppito seconded** a motion to approve the Final Site Plan Case #17-01 The Gateway with the staff recommended conditions 1 through 5.

The vote on the motion was taken, (8-1), with Mr. Brown voting in opposition to the motion, for reasons previously stated. **The motion carried.**

**Mr. Braden moved and Mr. Troppito seconded** a motion to table the Gateway Private Sign Criteria until such time as the applicant provides a revised draft for consideration containing the following: (1) The size and number of signs by type, tenant or building; (2) Additional exhibits to illustrate proposed sign locations for tenant main and secondary signs and freestanding signs.

The vote on the motion was taken, (9-0). **The motion carried.**

[*Short break.*]

**Case #16-07 Zoning Code Text Change-Signs**

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Ms. Sitzman: Let me give you a brief update on sign code. Since we let met, this has been revised somewhat. There is a memo included in your packet that goes through the changes, but I'm going to hit on them again real quickly. Like we discussed before, the changes that we're looking at right now are really just targeting a few issues that are not intended to overhaul the entire sign code. So, we know there are other things in the sign code that aren't perfect, but we've really just been trying to concentrate on the most egregious issues that we're constantly hearing about from the public, primarily regarding temporary signs and their regulations.

So, in the staff report, we do mention that one of those other sign types that we're trying to regulate is window signs. We discussed previously about allowing 50 percent window coverage everywhere. The thought was that we still needed to be stricter about that in our downtown districts. There are a lot of windows there, and these design guidelines are really targeting storefront windows to be more for views into the buildings, to kind of activate the streetscape by tying in what's going on in the building with what's outside of them. So, 50 percent coverage was too much in the downtown district, and we should continue to limit it to 10 percent. We continue to make changes to allow 50 percent use of window signs [*inaudible*] in every other district. Basically, it's happening anyway, and also, 50 percent is an easier thing to judge with the eye. It would still require a permit. We did make these changes to the sign code based on comments last time.

We would require sign permits and permit fees for temporary signs. We took feedback from the Planning Commission saying, why not charge fees for temporary signs? It's a good way to ensure compliance and to regulate them, but it will take a certain amount of staff effort to do so. We did also hear that it might be a good idea to waive those fees in certain circumstances, so we have added in a mechanism to waive them for applications for churches, schools, community centers, libraries, and other charitable, non-profit entities. We're also proposing to waive the requirement for temporary sign permits in the R-1, R-2 and R-3 residential zones. Those are not areas where we see a large amount of temporary sign traffic. Occasionally, there are some annoying ones out there. We would be able to handle those on a complaint basis or a proactive code enforcement basis, rather than requiring a permit for them. We feel like it would be a burden on residents to have to get a temporary sign permit for things that occur in the residential districts that really are not an enforcement issue for us now.

We talked about the duration of temporary signs. The Planning Commission gave us feedback that perhaps we were being too lenient about the amount of time allowed for temporary signs, but also brought up in discussion that there were different uses of temporary signs, and maybe we needed to look at a way for the "weekly specials" sign to go up, or promotions, for example, without restricting them to only one or two instances per year. So, we came up with an overall number of days per calendar year allowed. So, 90 days per calendar year, per business. However, you could choose to do that either as consecutive days or non-consecutive days. This is modeled after how Shawnee currently structures their temporary signs. Basically, the idea is that you could pull a sign permit for consecutive days – 3, 7, 15, 30 or 60 days in a row when you could have signs. Or, you could pull a permit for 30 days or 60 days of non-consecutive days. So, if I'm selling ribs and I have a weekly rib special, and I just want to put up my sign one day a week, 52 weeks a year, I could pull a 60-day non-consecutive sign permit, and that could be done. Now, enforcement is a little difficult. If you see the rib special twice a week, okay, but, we're willing to give it a try. That's not really our biggest offender in the temporary sign category

## MINUTES OF THE PLANNING COMMISSION MEETING

March 27, 2017

anyway. We wanted to add a little extra flexibility, but still have a way to regulate if we need to. That's the proposed change.

We got rid of anything in the sign code having to do with costumed character. It didn't sound like there was a lot of interest in regulating them, and it was going to be harder to define than it was really warranted. So, that has been removed.

Also, lots of feedback regarding pole signs. There is to be no recommendation in this proposal to City Council of amortizing pole signs or making them go away over time, a set period of time. They are still a prohibited sign type. There are some out there that are grandfathered; they are still subject to the grandfathering laws for non-conforming signs. One of the other things that occurred was that we should continue to regulate and prohibit pole signs. They're still not a desirable sign type. So, as in the other version, we've continued to fix or refine the definition section of the sign code, where pole signs and monument signs are defined. Previously, a monument sign could have been considered anything with two poles over it, and we thought that that wasn't really the intent of a monument. A monument should be something that is monumental, and therefore, the base is at least a certain percentage width of the sign. So, we've taken out the allowance for a monument sign that has two supports under it, to really define it as something that has to be more monumental.

We've also removed the exemptions that were added for pole signs within 1,000 feet of the intersection of Metcalf Avenue and Johnson Drive. There are stipulations on that as far as how long the business had been there, whether there was a sign permit on file or not, the location – We took out all of that to simply, is it a prohibited sign type? Is it not? Is it non-conforming? Is it subject to the non-conforming rules?

There is a table in your packet, which was an attempt at updating which signs were going to become non-conforming because of these changes. This is not a complete list, but this is our best attempt and data that we have on hand. We tried to judge how many more signs would become non-conforming because of those changes to the definition of pole sign and monument sign. So, the ones that are highlighted in yellow are new to the list. They are signs that primarily have two poles underneath them and would not be considered monument signs anymore. They wouldn't necessarily be considered a pole sign either, just a nonconforming sign. But, I don't want anybody to think this is the whole list. This is just our best guess. So, possibly, we went from about 22 signs on the list to 38 signs. So, more than doubled it. When I looked at this list, all of the signs that are on this list are not as big an investment. They're not likely to be a sign that the new user of the business would want to use. They're a little bit more disposable, so I'm not sure these have really created an impact. They're much smaller in scale than the other pole signs that were on the list previously. Quite a few of them have to do with apartment complexes, directional signs into apartment complexes, things like that.

The last highlight, there was a change requested by representatives of Mission Bank to the definition section for sign maintenance. They asked that we consider corporate merger, consolidation, or other legal name change as allowable reasons to change copy or logo without being considered sign refacing. Basically, it could be considered as sign maintenance. We worked that into our code change revisions, as well. We don't think that would be an issue.

The rest of the changes that we discussed before we did not make any edits to, such as marquee signs, allowing monument signs in the Main Street District 1, adding fuel pricing as an



**MINUTES OF THE PLANNING COMMISSION MEETING**

**March 27, 2017**

allowable electric sign, streamlining the approval process for those kinds of signs, and standardizing the placing of liens.

That concludes staff's report about sign. I find the most useful way to look at all of these changes is this table. The highlighted boxes are the areas that we changed in the sign code. If anyone has questions, I'd be happy to answer them.

Mr. Brown: You did a good job of putting together what we asked. Thank you.

Chairman Lee: It looks like there are no questions.

Ms. Sitzman: So, the next step for this will be for me to clean up that red-lined copy, get it into ordinance format, and get it to the City Council for their meeting. So, I would request a motion for that.

**Ms. Dukelow moved and Mr. Braden seconded** a motion to recommend approval of the proposed zoning code text changes for Case #16-07 to the City Council.

The vote on the motion was taken, (8-1), with Mr. Bruce voting in opposition to the motion. **The motion carried.**

**Staff Update**

Staff provided an update on current and upcoming projects and events.

**ADJOURNMENT**

With no other agenda items, **Mr. Babcock moved and Mr. Bruce seconded a motion to adjourn.** The vote on the motion was unanimous. (no vote was taken) The **motion carried.** The meeting adjourned at 8:32 P.M.

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Mike Lee, Chair

**ATTEST:**

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Nora Tripp , Secretary

|                            |              |                    |
|----------------------------|--------------|--------------------|
| <b>City of Mission</b>     | Item Number: | 6a and 6b.         |
| <b>ACTION ITEM SUMMARY</b> | Date:        | September 18, 2017 |
| <b>ADMINISTRATION</b>      | From:        | Laura Smith        |

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

**RE:** Ordinance Adopting the Mission Trails Project Plan and approving a Redevelopment Agreement

**RECOMMENDATION:** Approve the Ordinance adopting the Mission Trails Project Plan to be used in connection with a Redevelopment District within the City and approving a Redevelopment Agreement for the Mission Trails Project.

**DETAILS:** The City has taken the steps necessary to establish a Redevelopment (TIF) District for the project area. Following creation of the Redevelopment District the developer submitted a Redevelopment Project Plan which outlined:

1. A summary of the comprehensive feasibility study prepared in conjunction with the redevelopment project;
2. A reference to the redevelopment district plan that identifies the redevelopment project area that is set forth in the comprehensive plan that is being considered;
3. A description and map of the redevelopment project area to be redeveloped;
4. The relocation assistance plan; and
5. A detailed description of the buildings and facilities proposed to be constructed or improved in such area.

In accordance with the statutory requirements, the Planning Commission reviewed the TIF Project Plan and found it to be in conformance with the City's Comprehensive Plan. Subsequent to the Planning Commission's finding, the City Council held a public hearing on the TIF Project Plan at the July 19 City Council meeting. During the public hearing, no one spoke in favor or against the use of tax increment financing for the project.

The final step in authorizing TIF for the Mission Trails project is consideration of an ordinance approving the Redevelopment Project Plan and approving a Redevelopment Agreement. The Redevelopment Agreement captures and controls the terms of the "deal" as agreed to by the City and the developer. It addresses, among other things, the project budget, the project schedule, the obligations of the developer and the City, the process for certifying and reimbursing TIF eligible expenses, requirements for transfer or sale of the property, and events of default and remedies.

The Redevelopment Agreement was prepared by Pete Heaven of Lathrop & Gage, the City's land use attorney. The Ordinance was prepared by Gary Anderson of Gilmore & Bell, P.C. the City's Bond Counsel. The ordinance requires a two-thirds majority vote (6

|                                 |   |
|---------------------------------|---|
| Related Statute/City Ordinance: | K.S.A. 12-1770 <i>et seq.</i> , as amended and Ordinance 1457 |
| Line Item Code/Description:     |   |
| Available Budget:               |   |

|                            |              |                    |
|----------------------------|--------------|--------------------|
| <b>City of Mission</b>     | Item Number: | 6a and 6b.         |
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Action items require a vote to recommend the item to full City Council for further action.

of 9, with Mayor voting) of the Governing Body for passage. All members of the City's consultant team will be present to review and answer questions regarding any of the documents and/or actions anticipated to finalize the Mission Trails Apartment project.

|                                 |   |
|---------------------------------|---|
| Related Statute/City Ordinance: | K.S.A. 12-1770 <i>et seq.</i> , as amended and Ordinance 1457 |
| Line Item Code/Description:     |   |
| Available Budget:               |   |

(Published in *The Legal Record* on September \_\_\_\_\_, 2017)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MISSION, KANSAS ADOPTING THE MISSION TRAILS PROJECT PLAN FOR USE IN CONNECTION WITH A REDEVELOPMENT DISTRICT WITHIN THE CITY AND APPROVING A DEVELOPMENT AGREEMENT (MISSION TRAILS PROJECT).**

**WHEREAS**, the City of Mission, Kansas (the “City”) desires to promote, stimulate and develop the general and economic welfare of the City by providing for the development and redevelopment of certain areas located within the City; and

**WHEREAS**, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended, (the “Act”) and Ordinance No. 1457 adopted on April 19, 2017, the governing body established a redevelopment district, consisting of a single redevelopment project area, in the City (the “Redevelopment District”); and

**WHEREAS**, pursuant to the Act, the City must prepare a redevelopment project plan in consultation with the City’s Planning Commission that such redevelopment project plan is consistent with the intent of the comprehensive plan for the development of the City; and

**WHEREAS**, pursuant to the Act, the redevelopment project plan must include:

- (a) a summary of the comprehensive feasibility study prepared in conjunction with the redevelopment project;
- (b) a reference to the redevelopment district plan that identifies the redevelopment project area that is set forth in the comprehensive plan that is being considered;
- (c) a description and map of the redevelopment project area to be redeveloped;
- (d) the relocation assistance plan;
- (e) a detailed description of the buildings and facilities proposed to be constructed or improved in such area;
- (f) any other information the governing body deems necessary to advise the public of the intent of the plan; and

**WHEREAS**, a proposed The Mission Trails Redevelopment Project Plan dated as of May 9, 2017 (the “Original Plan”), has been prepared for the Redevelopment District in consultation with the Planning Commission of the City; and

**WHEREAS**, on May 22, 2017, the Planning Commission of the City reviewed the Original Plan and approved Resolution PC-7, thus finding and determining that the Original Plan is consistent with the comprehensive plan for the development of the City of Mission, Kansas; and

**WHEREAS**, following adoption of Resolution 982 on May 24, 2017 it was discovered that Johnson County, Kansas Parcel KF251208-4056 was inadvertently included in the Redevelopment District; and

**WHEREAS**, the City Council has adopted Ordinance No. 1460 on June 7, 2017 removing said parcel from the Redevelopment District; and

**WHEREAS**, a redevelopment project plan known as “The Amended Mission Trails Redevelopment Project Plan” (“Amended Plan”) has been proposed for the Redevelopment District to update the legal description only of the Redevelopment District and was filed with the City Clerk on June 7, 2017; and

**WHEREAS**, a copy of the Amended Plan has been delivered to the Board of County Commissioners of Johnson County, Kansas and to the Board of Education of Unified School District No. 512, Johnson County, Kansas; and

**WHEREAS**, prior to the adoption of any redevelopment project plan, the governing body must conduct a public hearing on such matters after giving notice of such hearing in accordance with the provisions of the Act; and

**WHEREAS**, the governing body of the City has heretofore, pursuant to Resolution No. 984 adopted by the governing body on June 7, 2017, called for a public hearing under the provisions of the Act in order to determine whether it is advisable to adopt the Amended Plan; and

**WHEREAS**, a public hearing was held on July 19, 2017, after due published, delivered and mailed notice in accordance with the provisions of the Act;

**WHEREAS**, the Redevelopment Agreement (Mission Trails) (the “Development Agreement”) between the City and Mission Apartments, LLC, a Kansas limited liability company, has been presented for consideration in connection with the Amended Plan.

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

**SECTION ONE:** The Amended Plan in the form presented to and reviewed by the City at this meeting (a copy of which shall be filed in the official records of the City) is hereby adopted for use in the Redevelopment District.

**SECTION TWO:** The governing body of the City finds and determines that the Amended Plan does not require a relocation assistance plan under the Act since no relocation assistance will be provided under the Amended Plan and finds and determines that all required notice of the public hearing and the Amended Plan were properly given in accordance with the Act.

**SECTION THREE:** The Development Agreement in substantially the form presented to the governing body of the City is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver the Development Agreement.

**SECTION FOUR:** The Mayor, City Administrator, City Clerk and other officials and employees of the City, including the City Attorney and City’s Financial Advisor, are hereby authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance and the Development Agreement.

**SECTION FIVE:** This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

**PASSED** by no less than two-thirds members-elect of the Governing Body this 20th day of September, 2017.

**SIGNED** by the Mayor this 20th day of September, 2017.

\_\_\_\_\_  
Steve Schowengerdt, Mayor

ATTEST:

\_\_\_\_\_  
Martha Sumrall, City Clerk

(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_ City Attorney

**EXECUTIVE SUMMARY**  
**MISSION TRAILS REDEVELOPMENT AGREEMENT**

*The following summarizes the key terms and deal points associated with the redevelopment of the property at 6201 Johnson Drive, Mission, KS.*

**Parties.** The City of Mission (the “City”) and Mission Apartments LLC, a single-purpose Kansas limited liability company (“Developer”).

**Nature of Agreement.** Generally, this is an Agreement to provide tax increment financing (TIF) on certain property located at 6201 Johnson Drive in Mission, KS. There is currently one building located on the site which the Developer wishes to demolish to redevelop the site with a 200-unit apartment building with approximately 5,000 square feet of commercial/retail space and associated structured parking facilities.

**The Developer’s Project.** The Developer agrees to acquire the property, demolish the building and construct a 5-story, wood-framed building with approximately 200 residential units for rent at market rates, along with approximately 5,000 square feet of first-floor retail and/or office space with frontage on Johnson Drive. Additionally, the Project would include a structured parking facility, on- and off-street parking, and connections to the existing Johnson Drive streetscape improvements. The total estimated cost of the Project is currently projected to be approximately \$41 million.

**Public Parking.** A portion of the TIF revenues generated by the project will be used to construct the 4-story parking structure with approximately 287 parking spaces to serve the residential and retail uses. The Agreement provides for 50 spaces in the structure to be designated as public parking at no cost to the City. The Developer will be required to maintain the parking structure at Developer’s expense.

**The TIF.** On April 19, 2017, the City approved Ordinance No. 1457 which created a TIF redevelopment district for the project site, finding the site to be eligible for TIF as a “conservation area.” The TIF for this project would be based solely on the increased (or “incremental”) real property taxes created by the project after a 2017 “base year.” The TIF will not include any sales taxes, and any increases in sales tax revenues would be retained by the City and other taxing jurisdictions. The agreement provides the Developer access to the incremental property tax revenues that Developer could use to reimburse itself for eligible project expenses or “TIF Improvement Costs.” The TIF will be pay-as-you-go only for a period of 20 years, with no opportunity to issue bonds. At the conclusion of the 20 year period, the Redevelopment District will be dissolved.

**Industrial Revenue Bonds.** The Redevelopment Agreement provides for the issuance of Industrial Revenue Bonds (IRBs) for the limited purpose of obtaining an exemption on sales taxes on construction materials, equipment and furnishings.

**Payment of City Costs/Project Fee.** The Agreement provides that the Developer will be responsible for reimbursing the City's costs for negotiating this Agreement, implementing the TIF and issuing the IRBs. The Developer will also be responsible for building permitting and inspection fees associated with the construction of the project. The Developer will provide the City with an additional Project Fee as follows:

- \$100,000 at the time of permitting
- \$100,000 upon receipt of a Certificate of Occupancy
- \$50,000 at 85% residential occupancy

The fee may be used at the City's discretion for other public improvements in the Downtown District. The Agreement also provides for a TIF administrative fee of \$1,000 annually collected during the term of the Agreement.

**Assignment Rights.** In the Agreement, the parties generally agree that the Developer may not assign this Agreement or convey the Project Site without approval of the City's Governing Body (in your reasonable discretion) and this requires analysis of a proposed assignee's qualifications, experience and financial condition. The Agreement does allow certain assignments by the Developer without City consent or approval - namely, (a) security interests granted to construction or permanent lenders, and (b) sales or leases to retail or residential tenants.

**Default and Remedies.** In the Agreement, the parties agree that if the Developer shall default, then the City may (a) refuse to approve any further certificates of expenditures and/or make any further disbursements of TIF proceeds to Developer unless and until such default is cured by the Developer, and/or (ii) terminate the TIF, in which case Developer shall have no further rights to any proceeds or reimbursements, and/or (iii) terminate the Redevelopment Agreement.



# **REDEVELOPMENT AGREEMENT**

## **MISSION TRAILS**

**THIS REDEVELOPMENT AGREEMENT** (this “Agreement”), is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2017 by and between the **CITY OF MISSION, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (“City”), and **MISSION APARTMENTS, LLC**, a limited liability company (“Developer”).

### RECITALS

A. City has authority to create a tax increment financing district (“TIF”), pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “TIF Act”), for the purpose of financing certain projects described in the TIF Act.

B. Developer is under contract to purchase that certain tract of land in City located at 6201 Johnson Drive, Mission, Kansas, which is planned to be redeveloped for a mixed use facility including approximately 200 apartment units, restaurants, retail and office to be known as “Mission Trails” (“Mission Trails”). A legal description of the boundaries of Mission Trails is set forth on **Exhibit A** attached hereto.

C. On or about February 24, 2017, the Developer submitted an application requesting the City to form a tax increment financing district (“TIF Application”).

D. On April 19, 2017, City held a public hearing on the TIF Application.

E. On April 19, 2017, City approved the creation of The Place at Mission Apartments Redevelopment District (“TIF District”) and TIF District Plan through the adoption of Ordinance No. 1457 (the “TIF Ordinance”).

F. On June 7, 2017, City removed certain real property from the TIF District through the adoption of Ordinance No. 1460.

G. On \_\_\_\_\_, 2017, the City approved the Amended Mission Trails TIF Project Plan (“TIF Project”) to be financed with Pay-As-You-Go Reimbursement from real property tax increment within the District, a copy of which is attached hereto as **Exhibit B**.

H. City and Developer now desire to enter into this Agreement to address issues regarding implementation of the Project.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## ARTICLE I

### DEFINITIONS AND RULES OF CONSTRUCTION

#### Section 1.01.

#### Definitions of Words and Terms.

In addition to words and terms defined elsewhere in this Agreement, the following capitalized words and terms as used in this Agreement shall have the following meanings:

**“Captured Taxes”** means the incremental ad valorem property tax revenue captured under K.S.A. 12-1774(a)(1)(A). The term Captured Taxes shall not include sales taxes nor any special assessments levied upon the Redevelopment District.

**“Captured Tax Fund”** means the separate fund established by City for deposit of the Captured Taxes.

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

**“City Representative”** means the City Administrator of City, or such other person or persons at the time designated to act on behalf of the City Administrator in matters relating to this Agreement.

**“City Expenses”** means all reasonable documented, out-of-pocket administrative expenses incurred in connection with the Project, including attorney’s fees, postage, mileage, copying costs, recording costs and similar expenses. City Expenses shall also include a one-time project fee of \$250,000, \$100,000 payable upon receipt of a building permit, \$100,000 upon receipt of a certificate of occupancy and \$50,000 upon 85% residential occupancy (the "Project Fee") and an administrative fee of \$1,000 per year during the TIF Term. City Expenses are in addition to routine fees charged by the City in the normal course of business, such as third-party inspection fees, estimated to be \$50,000, but billed as incurred, and building permit fees.

**“Consent”** means a written document evidencing agreement or concurrence with the performance of an act.

**“Developer”** means Mission Apartments, LLC, a limited liability company and its permitted successors and assigns.

**“Developer Financing”** means the nonpublic financing of a portion of the costs of the Project by Developer from Developer’s equity and/or conventional loans.

**“Developer Representative”** means Steve Coon and such other person or persons at the time designated to act on behalf of Developer in matters relating to this Agreement as evidenced by a written certificate furnished to City containing the specimen signature of such person or persons and signed on behalf of Developer.

**“Development Schedule”** means the development schedule attached as Exhibit C.

**“District”** means the Mission Trails Redevelopment District.

**“Eligible Project Costs”** means “redevelopment project costs” as defined in the TIF Act and as set forth in the approved Project Plan, and including the categories of expenses set forth on **Exhibit D**.

**“Funds”** means the Captured Tax Fund.

**“Infrastructure Improvements”** means demolition, grading, utility installation, internal road paving and guttering, stormwater management and other similar improvements to the real property within the District to make such real estate “pad ready” for vertical construction of structures as shown on the Project Plan. A structured parking garage containing approximately 287 parking spaces (“Parking Garage”) is also included in the definition of “Infrastructure Improvements”.

**“Pay-As-You-Go Reimbursement”** means the reimbursement of Eligible Project Costs with Captured Taxes from time to time as such expenses are incurred and documented as provided herein and in accordance with the TIF Act.

**“Project”** means the improvements described in the Project Plan and Zoning Approvals.

**“Project Budget”** means the project budget attached hereto as **Exhibit D** as amended from time to time in accordance with this Agreement.

**“Related Entity”** means any entity in which the ownership or membership of such entity is controlled by Developer or the majority owners or members of Developer. For purposes hereof, “control” shall mean the power to direct or cause the direction of the management or policies of such entity.

**“Site Plan”** means such Preliminary Development Plans and such Final Development Plans as may be approved from time to time by City on file or to be filed with City of Mission Planning Department.

**“Zoning Approvals”** means the approvals granted and associated preliminary development plan approvals, as may be revised and approved, and such final plan approvals as may be approved by City from time to time.

**Section 1.02.**

**Rules of Construction.**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

C. All references herein to “generally accepted accounting principles” refer to such principles in general on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

D. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

## ARTICLE II

### CONSTRUCTION OF PROJECT

#### **Section 2.01.**

#### **Authorization to Construct.**

Subject to the approval of the Project Plan, in order to further the development of the Project, City hereby authorizes Developer to develop, and City and Developer hereby agree to share in the development obligations and expenses for the Project in accordance with the requirements of this Agreement, the approved Project Plan and all Zoning Approvals. Nothing contained herein shall be construed as creating a partnership or other entity between Developer and City.

#### **Section 2.02.**

#### **Development Schedule.**

It is the intention of the parties that the Developer Project Work (as defined below) shall be carried out in accordance with the Development Schedule. The parties recognize and agree that the Development Schedule is an estimated schedule, subject to reasonable change based upon conditions (including, without limitation, tenant and purchaser availability and financing). The Development Schedule is subject to further change and/or modification, provided that any change will require the written approval of City and Developer, which approval will not be unreasonably withheld or delayed. Developer will report at least quarterly to the City Administrator or City’s designated consultant on the progress of construction. In all events the Project shall be completed no later than November 30, 2020.

#### **Section 2.03.**

#### **Project Budget.**

The Project Budget sets forth in detail the total cost of the Project and designating by category (i) total project costs, (ii) that portion of the total costs that are Eligible Project Costs that may be reimbursed in accordance with this Agreement out of the Captured Tax Fund, and (iii) that portion of the total project costs to be wholly or partially financed by Developer Financing (“Developer Costs”). The Project Budget is subject to reasonable changes and/or modifications based on market or other conditions, however only with the written approval of Developer and City.

Without the prior written consent of City, total reimbursements of potential Eligible Project Costs by category will not exceed 125% of the total amount specified in the Project Budget for such category. For example, if demolition costs are estimated to be \$1,000,000 in the Project Budget, and the actual costs of demolition are \$1,300,000, Developer must seek approval by the City of such actual costs; in the event the Developer does not seek such approval, or the City fails to approve such costs, the Eligible Project Costs for demolition will be restricted to \$1,250,000.

**Section 2.04.**

**Construction Obligations of Developer.**

Developer shall cause its construction obligations relating to the Project (as set forth below) to be completed at its expense (such expenses, to the extent they constitute Eligible Project Costs, to be reimbursed, as applicable and to the extent provided in **Section 3.05** hereof, from Pay-As-You-Go TIF) in accordance with the provisions of this Agreement. Developer shall be responsible for causing the following construction work or other development related activity (“Developer Project Work”) to be completed:

1. Acquire all real property within the Project Area.
2. Construct the Project, including Infrastructure Improvements pursuant to the Project Plan and Zoning Approvals.
3. Competitively bid the construction work for the Infrastructure Improvements and vertical improvements constructed by Developer, if any; provided, however, that the foregoing shall not apply to vertical structures to be built on pad sites owned by third-parties. Developer shall provide to City a copy of Developer's competitive bid procedure and all construction contracts after execution.
4. Acquire the real property within the District no later than June 1, 2018, commence or cause to be commenced construction of the Project as quickly as possible, but no later than December 1, 2018 and the Project shall be substantially completed on or before November 30, 2020.

For purposes hereof, receipt by Developer of a demolition permit shall constitute commencement of construction. Developer acknowledges and agrees that receipt by Developer of benefits under the TIF Act is conditioned upon the timely completion by Developer of the Developer Project Work in accordance with this Agreement.

**Section 2.05.**

**Insurance.**

Developer shall provide commercial general liability insurance coverage relating to Developer Project Work subject to a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Developer shall provide reasonable verification thereof to City, and shall have City named as an additional insured thereunder as appropriate. This Section shall not modify or waive the immunities and rights available to City contained in the Kansas Tort Claims Act, Chapter 75, Article 61 of the Kansas Statutes Annotated.

**Section 2.06.**

**Building, Subdivision Codes.**

Developer acknowledges that the contemplated uses and occupancies of the Project shall comply with all federal, state and City building codes, subdivision, zoning, environmental and other developmental regulations and that the Project shall be constructed in compliance with all such codes and regulations. The requirements as a result of any Plat/Rezoning/Plan Review shall be adhered to.

**Section 2.07.**

**Zoning Approvals and Project Plan.**

Developer and City shall complete the development in accordance with the Zoning Approvals, subject to the requirements of City's zoning ordinances, federal law and the laws of the State of Kansas, from time to time amended, this Agreement and the Project Plan.

Developer shall use good faith efforts to develop Project expeditiously and in accordance with the projections set forth in the Project Budget and Development Schedule.

**Section 2.08.**

**Delay.**

For the purposes of any of the provisions of this Agreement, neither City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage, destruction by fire or other casualty, strike, shortage of material, unusually adverse weather condition such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other events or conditions beyond the reasonable control of the party affected which, in fact, interferes with the ability of such party to discharge its respective obligations hereunder or during any delay thereafter.

**Section 2.09.**

**Modifications.**

The construction of the Project may be modified or revised by Developer, with City's and Developer's approval, to provide for other improvements consistent with the Project Plan and the requirements set forth on the Site Plan.

**Section 2.10.**

**Assistance to Developer.**

City agrees to use reasonable efforts, without cost to City, in assisting Developer, its agents, contractors and subcontractors, with respect to obtaining building permits from City, whenever reasonably requested to do so.

**ARTICLE III**

**PROJECT FINANCING**

**Section 3.01.**

**Initial Capital.**

Prior to commencement of construction of the Project, Developer shall have purchased all property within the District with the Developer Financing. City hereby acknowledges that such

action shall constitute sufficient verification to City that Developer has the requisite capability to carry out the Developer Project Work in accordance with this Agreement.

**Section 3.02.**

**Funding of Eligible Project Costs.**

Developer and City agree to the reimbursement of all Eligible Project Costs from the Captured Tax Fund on a Pay-As-You-Go Reimbursement basis; provided, however, that nothing herein shall constitute an assurance by City that such funds will be adequate to fully reimburse Developer for Eligible Project Costs.

A. Term. The term of the Project Plan shall be for a period ending on the twentieth (20<sup>th</sup>) anniversary of the publication of the ordinance approving the Project Plan (the “Term”), unless City takes actions to terminate or amend the Term. Except as provided in **Section 9.02**, City shall not, without the consent of Developer, and except as otherwise provided herein, terminate or reduce the TIF Term prior to such time as Developer has been reimbursed for all Eligible Project Costs incurred or to be incurred by Developer as part of the Project. The City shall terminate the TIF District at the end of the Term.

**Section 3.03.**

**Bond Issuance.**

A. No Bonds. No TIF bonds will be issued by the City in connection with the Project.

**Section 3.04.**

**Certification of Expenditure.**

In order to receive reimbursement, Developer shall submit to City a Certification of Expenditure attesting to the expenditure of Eligible Project Costs in accordance with the procedures outlined in **Section 3.05** below.

**Section 3.05.**

**Procedures for Certification of Expenditures.**

A. For Certifications of Expenditures to be made in connection with the Eligible Project Costs:

1. Developer shall submit to City a written request in the form attached hereto as **Exhibit E** setting forth the amount for which certification is sought and identification of the Eligible Project Costs.

2. The request for Certification of Expenditure shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as reasonably necessary to document appropriate payment pursuant to the Project Plan and this Agreement.

3. City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a request is submitted, to examine the records relating to all Eligible Project Costs to be paid, and to obtain such other information as is reasonably necessary to evaluate compliance with the terms hereof.



4. City shall have twenty (20) calendar days after receipt of any request hereunder to review and respond to any such request by written notice to Developer. If the submitted documentation demonstrates that: (1) the request relates to Eligible Project Costs that are in compliance with this Agreement, (2) the expense was incurred, and (3) Developer is not in default under this Agreement; and (4) there is no fraud or misrepresentation (negligent or intentional) on the part of Developer, then City shall approve the request and make, or cause to be made, reimbursement (to the extent funds are actually available) within ten (10) days of the certification. If City disapproves the request, City shall notify Developer in writing of the reason for such disapproval within such twenty (20) calendar-day period, and the reason for disapproval must be supported by evidence. Approval of Developer's requests for reimbursement will not be unreasonably withheld, conditioned or delayed. If City disapproves a portion of a request, the approved portion of such request shall be paid without delay as provided herein.

B. In the event the request is granted, City shall take such further action as is necessary to have Developer reimbursed; provided, however, that City shall be under no duty or obligation to pledge or provide its general funds for such reimbursement.

**Section 3.06.**

**Right to Inspect.**

Developer agrees that, up to one year after completion of the Project, City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, all Developer's books and records relating to the Eligible Project Costs incurred by Developer paid from the Funds (including all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

**Section 3.07.**

**Certificates of Completion.**

A. Upon completion of the Developer Project Work, Developer shall submit a report to City certifying that the Developer Project Work has been completed in accordance with the Project Plan and that it is in compliance with all other provisions of the Agreement.

B. City may conduct an investigation, and if City determines that the Project Improvements have been constructed in accordance with Project Plan, as evidenced by certificates of occupancy, City shall issue to Developer a written confirmation that the Project Improvements have been completed ("Certificate of Completion"). If City determines that the Developer Project Work has not been completed in accordance with the Project Plan or Developer is not in compliance with this Agreement, then it shall not issue a Certificate of Completion and shall, within ten (10) business days of such finding, specify in writing to Developer the reasons for withholding its certification. At Developer's request, City shall, within 45 days of Developer's request, hold a special hearing at which Developer may present additional evidence of compliance or seek further clarification of City's finding of non-compliance. City shall conduct any further investigation in order to issue its Certificate of Completion within ten (10) business days of Developer's request. The Certificate of Completion shall be issued by City in such form as to allow the Certificate to be recorded in the office of the Register of Deed of Johnson County, Kansas.

**Section 3.08.**

**Limitation on Reimbursement from the Funds.**

City and Developer covenant and agree:

- A. No otherwise Eligible Project Costs incurred prior to January 1, 2017 (regardless of when paid) shall be reimbursed from the Funds.
- B. No otherwise Eligible Project Costs related to travel, entertainment or meals shall be reimbursed from the Funds unless otherwise approved in advance in writing by City.
- C. No otherwise Eligible Project Costs paid to third-parties in which Developer and/or its principals have an ownership interest will be eligible for reimbursement.

**Section 3.09. Interim Construction Financing – Issuance of Industrial Revenue Bonds (IRBs) – Sales Tax Exemption for Construction Materials.** Developer may make application to the City, at Developer’s sole cost and expense, for the issuance by the City of private placement taxable IRBs for the sole purpose of qualifying for a sales tax Project Exemption Certificate pursuant to K.S.A. 79-3606(b). If approved by the City the IRBs will be purchased by the Developer or its lender and costs of the IRBs will be paid by the Developer. The term of the IRBs will not exceed five years. If approved, City shall cooperate with Developer in securing the sales tax Project Exemption Certificate.

**ARTICLE IV**

**DEVELOPER OF RECORD**

**Section 4.01.**

**Developer Designation.**

Developer currently owns or otherwise has all land within the District under contract and intends to develop the District in a manner consistent with the Zoning Approvals and Project Plan for the purposes of carrying out that intent. Developer is hereby designated the exclusive Developer of Record for the District for a period of 5 years from the date of publication of the Ordinance adopting the Project Plan; provided, however, any amounts spent by Developer during such 5-year period shall be reimbursable beyond such 5-year period.

**ARTICLE V**

**REAL ESTATE TAXES**

**Section 5.01.**

**Agreement to Pay Taxes.**

Developer agrees that to the extent it is obligated to pay any portion of the real estate tax bills for the District it shall pay such taxes and assessments promptly on or before the due date of such tax bills. Developer or its successors shall have the right to pay said taxes under protest in accordance with applicable law.

**Section 5.02.**

**Notice of Protest.**

Developer and any other owners of real property in the District shall promptly notify City in writing of protest of real estate taxes or valuation of Developer's property by the County Assessor.

**ARTICLE VI**

**OTHER DEVELOPER COVENANTS**

**Section 6.01.**

**Maintenance and Repair.**

At all times during the Term, Developer shall maintain in good repair and condition the District and the buildings and improvements therein owned or controlled by it from time to time.

**Section 6.02.**

**Local, State and Federal Laws.**

Developer and City shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

**Section 6.03.**

**Parking Garage.**

Due to the fact that TIF revenues are being utilized, in part, to construct the Parking Garage, Developer agrees to designate fifty (50) parking spaces in the Parking Garage for public parking at no cost to the City. The location of the parking spaces shall be subject to the reasonable approval of the City. Developer agrees to enter into a recordable agreement with the City to memorialize the public use of a portion of the Parking Garage, which shall be binding on the successors, grantees and assigns of the Developer. Said agreement, among other things, will require the Developer to maintain the Parking Garage, at Developer's expense and provide reasonable rules for use by the public. Provided, however, that the foregoing shall not obligate to replace the Parking Garage as and when it becomes functionally obsolete. Developer shall cause its lender(s) to subordinate its mortgage interest(s) to the terms and conditions of such agreement.

**ARTICLE VII**

**ASSIGNMENT, SALES, LEASING, & MANAGEMENT**

**Section 7.01.**

**Sale or Disposition of Property within Redevelopment District.**

A. Control of Uses. Within the categories of land uses approved with the zoning and preliminary and final development plans, as those approvals may be amended from time-to-time, Developer shall have complete and exclusive control over sales and/or leasing of the property which it owns within the District, including, without limitation, the fixing of rentals and the selection or rejection of tenants.

B. Sale or Lease. Developer may sell, transfer, convey, lease or otherwise dispose of real property owned by Developer within the District. From and after the date of this Agreement, Developer shall notify City in writing of any sale or disposition of any or all of the real property in the District.

C. Transfer of Obligations. This Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by Developer without City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Developer may, without the prior written consent of City, assign its rights under this Agreement to a Related Entity, provided that prior to such assignment Developer furnishes City with the name of any such Related Entity, together with a certification from Developer, and such other proof as City may reasonably request, that such assignee is a Related Entity of Developer and continues to remain such during the term of this Agreement. Developer (or a Related Entity in the case of an assignment to same) shall also have the right, without City's consent, to collaterally assign to any lender or financial institution as collateral all of Developer'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 Developer 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 Developer. No lender or financial institution shall be personally liable or obligated to perform the obligations of Developer 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. Developer may assign all or a portion of its rights to reimbursement from the Funds in accordance with this Agreement to any person or entity upon the written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. City's consent shall not be required in order for Developer to assign such reimbursement rights to a Related Entity.

D. Time of Performance for City's Approval Rights. Any approval rights of the City under this Article VII must be exercised in the form of a written authorization or rejection within sixty (60) days of receipt of written notice from the Developer or said rights shall be waived.

## ARTICLE VIII

### AUTHORITY

#### **Section 8.01.**

#### **Actions.**

City agrees that upon application of Developer, it has taken, or will take, such action(s) as may be required and necessary to process the amendments, variations, and special use approvals relating to its zoning ordinances and its other ordinances, codes and regulations, as may be necessary or proper in order to insure the development of the District in accordance with the Zoning Approvals and to enable City to execute this Agreement and to carry out fully and perform the terms, covenants, agreements, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

#### **Section 8.02.**

#### **Powers.**

City hereby represents and warrants that City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

#### **Section 8.03.**

#### **Authorized Parties.**

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreement, request, demand, approval, notice or consent of City or Developer is required, or City or Developer is required to agree or to take some action at the request of the other, such approval or such consent or such request shall be given for City, unless otherwise provided herein, by the City Representative and for Developer by Developer Representative; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither party hereto shall have any complaint against the other as a result of any such action taken.

#### **Section 8.04.**

#### **Representations of Developer.**

Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

A. Due Authority. Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of Developer, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. To Developer's actual knowledge following reasonable inquiry, the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any material agreement or instrument to which it is now a party, and do not constitute a default under any of the foregoing.

C. No Litigation. No litigation, proceedings or investigations are pending or, to the actual knowledge after reasonable inquiry of Developer, threatened against Developer (or any member of Developer) or the District or the Project Plan. In addition, no litigation, proceedings or investigations are pending or, to the actual knowledge after reasonable inquiry of Developer (including the actual knowledge after reasonable inquiry of any member of Developer executing this Agreement), threatened against Developer (or any member of Developer) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Developer (or any member of Developer) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Developer (or any member of Developer) of, the terms and provisions of this Agreement.

D. No Material Change. (i) Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for or arising out of or relating to the transactions contemplated by this Agreement, and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of Developer, which could affect Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by Developer to City prior to the execution of this Agreement.

E. Governmental or Corporate Consents. To Developer's actual knowledge after reasonable inquiry, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by Developer of this Agreement except as contemplated herein and except for City approvals pursuant to this Agreement and except for local, state and federal approvals in connection with the project and public improvements to be performed by City.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of Developer under this Agreement, or any other material agreement or material instrument to which Developer is a party or by which Developer is or may be bound.

G. Approvals. Developer has or intends to obtain with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to complete the Developer Project Work. Developer has no reason to believe that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will not be obtained in due course.

H. Compliance with Laws. To Developer's actual knowledge after reasonable inquiry, Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

I. Developer Financing. Developer warrants and represents to City that at the time of commencement of construction of the Project, it will have financing that will enable Developer to timely implement the Developer Project Work as required in this Agreement. The financial statements of Developer and members of Developer furnished to City or its consultants present fairly and accurately the financial position of such persons as of the dates indicated. There has been no material adverse change in the financial position of such persons since the date of such financial information. Developer understands and agrees that City has relied upon the financial capacity of Developer and its members in its decision to enter into this Agreement.

J. Other Disclosures. The information furnished to City by Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

## ARTICLE IX

### EVENTS OF DEFAULT

#### Section 9.01.

#### Events of Default.

The following events shall constitute an Event of Default under this Agreement:

A. Developer shall fail to acquire all real property in the District and commence the Developer Project Work by June 1, 2018;

B. Failure of the Developer to timely pay the Project Fee, timely pay ad valorem taxes or maintain or cause to be maintained the insurance required by this Agreement;

C. Failure by Developer to observe and perform any other covenant, condition or agreement on the part of Developer under this Agreement, including failure to perform and complete the Developer Project Work in substantial accordance with the Development Schedule, for a period of 60 days after written notice of such default has been given to Developer by City during which time such default is neither cured by Developer nor waived in writing by City, provided that, if the failure stated in the notice cannot be corrected within said 60-day period, City may consent in writing to an extension of such time prior to its expiration and City will not unreasonably withhold their consent to such an extension if corrective action is instituted within the 60-day period and diligently pursued to completion and if such consent, in its judgment, does not materially adversely affect the interests of City.

D. Failure by City to observe and perform any covenant, condition or agreement under this Agreement for a period of 60 days after written notice of such default has been given to City by Developer during which time such default is neither cured by City nor waived in writing by Developer, provided that, if the failure stated in the notice cannot be corrected within said 60-day period, Developer may consent in writing to an extension of such time prior to its expiration and Developer will not unreasonably withhold its consent to such an extension if corrective action is instituted within the 60-day period and diligently pursued to completion and if such consent, in its judgment, does not materially adversely affect the interests of Developer.

E. The entry of a decree or order by a court having jurisdiction in the premises for relief in respect of Developer, or adjudging Developer a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of Developer under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, or trustee, of or for Developer or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstated and in effect for a period of 30 consecutive days, or evidence of means of alternative financing is not otherwise provided by Developer to City.

F. The commencement by Developer, any member of Developer of a voluntary case, by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to Developer, any member of Developer of bankruptcy or insolvency proceedings against it, or the filing by any of them of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee of Developer, any member of Developer or any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by Developer, any member of Developer in furtherance of any such action.

**Section 9.02.**

**Remedies on Developer's Default.**

Whenever any Event of Default by Developer shall have occurred and be continuing, subject to applicable cure periods, City may take any one or more of the following remedial steps:

- A. Refuse to approve any further disbursements or reimbursements until the Default is cured.
- B. Terminate this Agreement, including the respective rights and obligations of the parties except those specified herein to survive termination.
- C. Terminate the TIF District.
- D. Pursue any remedy at law or in equity.



**Section 9.03.**

**Limitations on City Remedies.**

Specific performance shall not be available to City to require Developer to construct any improvements within the District. Further, any damage recovery against either party shall exclude consequential, special, and punitive damages, which are hereby waived by each party against the other under this Agreement.

**Section 9.04.**

**Remedies on City Default.**

Whenever any Event of Default by City shall have occurred, Developer shall have available to it all remedies at equity and at law.

**Section 9.05.**

**Agreement to Pay Attorneys' Fees and Expenses.**

In connection with any Event of Default by Developer or City to perform its obligations hereunder, if either party files a lawsuit for the enforcement of the performance or observance of any covenants or agreements on the part of the other party herein contained, the non-prevailing party agrees that it will, on demand thereof, pay to the prevailing party the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**ARTICLE X**

**GENERAL PROVISIONS**

**Section 10.01.**

**City Expenses.**

With the exception of the Project Fee, which shall be paid directly to the City by Developer, City shall be reimbursed for the City Expenses from the Captured Tax Fund.

**Section 10.02.**

**Time of Essence.**

Time is of the essence of this Agreement.

**Section 10.03.**

**Amendment.**

This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an ordinance or resolution of City approving said amendment, as provided by law, and by the execution of said amendment by Developer and City or their successors in interest.

**Section 10.04.**

**Liens.**

Developer agrees that no mechanics' or other liens shall remain against the District or any part thereof for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements made to the District. However, Developer shall not be in default if mechanics' or other liens are filed or established and Developer contests in good faith said mechanics' liens and in such event may permit the items so

contested to remain undischarged and unsatisfied during the period of such contest and any appeal there from.

**Section 10.05.**

**Indemnity and Release.**

Developer covenants and agrees, at its expense, to pay and to indemnify and save City and its respective members, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of any and all claims, demands, expenses, penalties, fines, taxes of any character or nature whatsoever regardless of by whom imposed, and losses of every conceivable kind, character and nature whatsoever arising from the Developer Project Work, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with any property of Developer, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Project by Developer or its agents. Developer also covenants and agrees at its expense to pay, and to indemnify and save City and their respective members, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty, fine or tax. If any action or proceeding is brought against City or their respective members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from City, covenants to resist and defend such action or proceeding on demand of City or their respective members, directors, officers, employees or agents. Notwithstanding the foregoing, neither City nor their respective members, directors, officers, employees and agents shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by their own negligent, willful and malicious acts or omissions or negligent, willful and malicious acts or omissions of their own members, directors, officers, employees or agents.

**Section 10.06.**

**Immunity of Officers, Employees and Members of City.**

No recourse shall be had for the payment of the principal of or interest on the Project or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee or agent of City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

**Section 10.07.**

**No Other Agreement.**

Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter of tax increment financing and is a full integration of the agreement of the parties.

**Section 10.08.**

**Assigns and Transfers.**

This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

**Section 10.09.**

**Severability.**

If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

**Section 10.10.**

**Kansas Law.**

This Agreement shall be construed in accordance with the laws of the State of Kansas.

**Section 10.11.**

**Notice.**

All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To Developer:

Mission Apartments, LLC  
c/o EPC Real Estate Group  
411 Nichols Road, Suite 225  
Kansas City, Missouri 64112

With copies to:

Scott Anderson  
SA Legal Advisors LC  
8801 Renner Blvd., Suite 403  
Lenexa, Kansas 66219

To City:

Ms. Laura Smith  
City Administrator  
City of Mission, Kansas  
6090 Woodson  
Mission, KS 66202

With copies to:

Lewis A. Heaven, Jr.  
Lathrop & Gage LLP  
10851 Mastin, Suite 1000  
Overland Park, KS 66210

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

**Section 10.12.**

**Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**Section 10.13.**

**Recordation of Agreement.**

The parties agree to execute and deliver a memorandum of this Agreement in proper form for recording in the real property records of Johnson County, Kansas.

**Section 10.14.**

**Consent or Approval.**

Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

**Section 10.15.**

**Term of Agreement.**

Except as otherwise provided in this Agreement, and subject to survival provisions herein, this Agreement will become effective upon approval of the Project Plan in accordance with the TIF Act, and will remain in full force and effect until the end of the Term.

**Section 10.16. Tax Implications.** The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

**Section 10.16.**

**Conditions to the Effective Date of this Agreement.**

Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer shall submit the following documents to the City:

- A. A copy of the Developer's Articles of Organization, certified by the Secretary of State of the State of Kansas; and
- B. A certified copy of the Operating Agreement of the Developer; and
- C. A legal opinion from counsel to the Developer in form and substance acceptable to the City covering: (i) the due organization of the Developer and the power and authority of the Developer to execute this Agreement, and (ii) the enforceability of this Agreement against the Developer; and
- D. Within ten (10) days after Developer completes the purchase of the real estate within the District, a title insurance commitment regarding the Developer's fee simple ownership to such real estate, subject only to title exceptions of record that have no effect on the Developer's ability to construct the Project.

*[Remainder of this page intentionally left blank]*

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

**CITY OF MISSION**, a Kansas municipal corporation

By: \_\_\_\_\_  
Steve Schowengerdt, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Martha Sumrall, City Clerk

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, to me personally known, appeared Steve Schowengerdt and Martha Sumrall, who, being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Mission, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the City’s seal and that said instrument was signed, sealed and delivered in behalf of said City by authority of its City Council.

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

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

My Commission Expires:

\_\_\_\_\_



## **EXHIBITS**

- Exhibit A      Legal Description of District
- Exhibit B      Project Plan
- Exhibit C      Development Schedule
- Exhibit D      Project Budget with Eligible Expenditures
- Exhibit E      Certification of Expenditures Form



**EXHIBIT A**

**LEGAL DESCRIPTION OF DISTRICT**

LEGAL DESCRIPTION - #6201 JOHNSON DRIVE – PROPOSED LOT 1 – DOWNTOWN MISSION:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW 1/4, SE 1/4) OF SECTION 8, TOWNSHIP 12, RANGE 25, IN MISSION, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID 1/4, 1/4 SECTION THAT IS S 87° 59' 16" W 824.08' (825' DEED) WEST OF THE NORTHEAST CORNER THEREOF; THENCE S 2° 04' 52" E, PARALLEL TO THE EAST LINE OF SAID 1/4, 1/4 SECTION 60.00' TO A POINT ON THE SOUTH LINE OF JOHNSON DRIVE, AS ESTABLISHED; THENCE S 87° 59' 16" W ALONG SAID SOUTH LINE, 1.00', SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS TRACT; THENCE S 2° 04' 52" E 180.00'; THENCE N 87° 59' 16" E, PARALLEL TO SAID NORTH LINE, 141.00' FEET TO A POINT 684.08' (685' DEED) WEST OF SAID EAST LINE OF SAID 1/4, 1/4 SECTION, BEING ALSO ON THE WEST LINE OF BEVERLY AVE., AS ESTABLISHED; THENCE S 2° 04' 52" E ALONG SAID WEST LINE, AND PARALLEL TO THE EAST LINE OF SAID 1/4, 1/4 SECTION, 135.00' TO A POINT 375.00' SOUTH OF SAID NORTH LINE; THENCE S 87° 59' 16" W, PARALLEL TO SAID NORTH LINE, 470.00' TO A POINT 167.23' (167.13', MORE OR LESS, DEED) EAST OF THE WEST LINE OF SAID 1/4, 1/4 SECTION; THENCE N 2° 04' 52" W 315.00' TO A POINT ON THE SOUTH LINE OF SAID JOHNSON DRIVE, AS ESTABLISHED, 60.00' SOUTH OF THE NORTH LINE OF SAID 1/4, 1/4 SECTION, SAID POINT BEING ALSO 167.39' (167.13' DEED) EAST OF THE WEST LINE OF SAID 1/4, 1/4 SECTION; THENCE N 87° 59' 16" E ALONG SAID SOUTH LINE, 329.00' TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 122,759 SQUARE FEET, OR, 2.8181 ACRES, MORE OR LESS.

**EXHIBIT B**  
**PROJECT PLAN**

# Mission Trails

6201 Johnson Drive  
Mission Kansas

## Amended Redevelopment Plan



June 7, 2017

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## **Exhibit List**

**Exhibit A:** TIF Revenue Projections

**Exhibit B:** Tax Parcel ID

**Exhibit C:** Legal Description

**Exhibit D:** Building Elevation and Site Plan

**Exhibit E:** EPC Real Estate

## **1. Introduction:**

This Redevelopment Project Plan is presented on behalf of Mission Apartments, LLC to redevelop approximately 2.7 acres incorporated within a redevelopment district established in accordance with the Kansas tax increment financing statutes, K.S.A. 12-1770 by the City of Mission on April 19, 2017 via Ordinance No. 1457.

Mission Apartments, LLC as represented by EPC Real Estate Group (“Developer”) plans to redevelop the 2.7 acre property, last occupied by Pyramid Life Insurance in 2008. The building has been vacant since that time.

On December 20, 2016, EPC Real Estate Group, as developer for Mission Apartments, LLC entered into a contract to purchase the property, which contract remains in place. Following approval of the Redevelopment Plan and further upon closing, which is anticipated to occur during the 4<sup>th</sup> quarter of 2017, Developer expects to commence complete demolition of the existing 46,000 square foot building followed immediately by construction of a single 215,000 square building and a 287 car parking garage consisting of 52 stalls for retail and public and 235 residential stalls.

This project offers several advantages to the City of Mission. First, it will anchor the west side of the downtown area with a new beautiful structure. Second, the economic benefit of adding 200 Class A apartments (approximately 300 people) will have tremendous economic benefit for local retailers and tax revenue for the City. Third, the parking garage will contain public parking spaces to help accommodate parking in the downtown business district as well as at the Sylvester Powell, Jr. Community Center. Fourth, the building’s architecture will complement the “mission” style of architecture already present at Sylvester Powell and other buildings along Johnson Drive. Lastly, the building’s location along Johnson Drive will entice its residents to have street level experiences on a daily basis. That is to walk and ride bikes as much as possible thus reducing dependence on their automobiles. This not only is a very sustainable approach to living it also significantly adds to the overall sense of community.

In total the Mission Trails project, through the use of private debt and equity and TIF, will constitute and investment of over \$40,000,000.

## 2. Mission Trails Redevelopment Project Plan

### a. The Property

The property included in the established Redevelopment District and subject to this plan is a 2.7 acre area within the City of Mission, Kansas located at 6201 Johnson Drive near the intersection of Johnson Drive and Lamar. A portion of the property fronts Beverly Street. Refer to **Exhibit C** for a complete legal description and **Exhibit B** for a map of the boundaries.

### b. Established Redevelopment District

The Project comprises the entirety of an established Redevelopment District approved by the City of Mission on April 19, 2017. Boundaries of the Redevelopment District are shown below.



### c. Project Description

Mission Trails will consist of a five-story wood frame building with approximately 200 residential units for lease and a structured parking garage with approximately 287 spaces consisting of 52 stalls for retail and public and 235 residential stalls. The total number of spaces, including surface parking is 325 stalls. It is anticipated that a certain number of the spaces (TBD) will be designated as public parking. The building will include a clubhouse with a leasing office on the first floor adjacent to an enclosed courtyard with all the amenities. A second open courtyard is planned on the west side of the building. The building will be mixed-use and include approximately 5,000 square feet of retail along with a 2,500 square foot courtyard fronting on Johnson Drive. Refer to **Exhibit D** for building elevations.

This project will enhance Mission’s downtown area by bringing more residents living in a high-density environment. Furthermore, the 5,000 square feet of retail/restaurants facing an open courtyard will attract Mission residents to the location and thereby enhance the street environment.

Mission Trails will be very similar in quality and character to many of EPC’s other projects in the Kansas City metro area including: Village at Mission Farms, Highlands Lodge in Overland Park, Mission 106 in Leawood, and The Domain in Lenexa. **Refer to Exhibit E.**

Current zoning for the site is MS-1.

EPC anticipates a schedule of 9 months to complete planning, zoning and development incentive approvals and hope to start construction in January 2018. Construction is estimated to take 18 months.

**d. Financing Plan**

Mission Trails proposes to finance the Project mostly through private financing, both private debt and equity financing. Tax increment financing will provide necessary assistance for eligible expenses as defined herein.

**e. Feasibility Study**

As required by the TIF Act, a study has been performed to determine if the project benefits will exceed the cost, and the income derived will be sufficient to pay the cost of the project. EPC Real Estate Group, an experienced developer of multifamily projects in the Kansas City area have provided their expertise and experience in income, expense and cost analysis.

**i. Project Costs**

| <b><u>Project Costs</u></b> |                  |
|-----------------------------|------------------|
| <b><u>Land</u></b>          | \$3,400,000      |
| <b><u>Hard Costs</u></b>    |                  |
| Demo                        | \$250,000        |
| Building:                   | \$24,863,563     |
| Garage                      | \$3,780,000      |
| Site Costs:                 |                  |
| Onsite:                     | \$1,500,000      |
| Offsite:                    | <u>\$500,000</u> |
| Subtotal Hard Cost          | \$34,293,562     |
| <b><u>Soft Costs</u></b>    |                  |
| A&E Fees                    | \$1,157,000      |
| Legal Fees                  | \$100,000        |



|                                     |                     |
|-------------------------------------|---------------------|
| Financing Fees and Closing          | \$250,000           |
| Permit, Fees, Insurance, FF&E       | \$1,894,438         |
| Interest                            | \$1,240,000         |
| Misc Fees                           | \$531,000           |
| Marketing, Advertising, Commissions | \$250,000           |
| Studies, Inspections and Testing    | \$275,000           |
| Contingencies                       | <u>\$500,000</u>    |
| Subtotal Soft Costs                 | <u>\$6,197,438</u>  |
| Total Hard and Soft Costs           | <u>\$40,491,832</u> |

## ii. Eligible Costs

According to the TIF Act, only certain costs are eligible to be financed with TIF, with the primary exclusion being vertical development, subject to certain exceptions. The following costs are eligible expenses:

### ELIGIBLE PROJECT COSTS

#### Hard Costs

|   |                  |
|---|------------------|
| Land acquisition                            | \$3,400,000      |
| Demo  | \$250,000        |
| Garage                                      | \$3,780,000      |
| Onsite Site Costs                           | \$1,500,000      |
| Offsite Site Costs                          | \$500,000        |
| A&E Costs                                   | \$1,157,000      |
| Legal Fees (Est.)                           | \$100,000        |
| Financing Fees and Closing                  | \$250,000        |
| Interest During Construction- TIF Share 28% | \$327,200        |
| Contingencies                               | <u>\$500,000</u> |
| Total                                       | \$11,784,200     |

## iii. Project Revenues

TIF Revenues will be generated within the district over a period of 20 years and are estimated to generate a total projected property tax increment of \$9,227,820. This calculation is based on 2016 taxes of \$56,066.08 and an assessed value of \$437,001. The current mill levy rate is 122.308, less School and State of 21.5 for a net mill levy of 100.808.

## f. Summary

In summary, this project will have a significant impact on the City of Mission. The existing building has deteriorated over time and continues to be vacant. A Conservation Study, prepared by the applicant and confirmed by the City, indicates the property qualifies as a “conservation area” per the TIF Act.

**g. City of Mission Minutes**

Upon the approval of this plan, the City Clerk shall attach the minutes of all City meetings at which the Project was discussed as **Exhibit F**.

**h. Relocation Plan**

There are no relocations necessitated by the Project Plan.

**3. Conclusion**

Mission Trails hereby submits the Plan, as well as all Exhibits hereto, which are incorporated by reference, for consideration at a public hearing in accordance with the TIF Act.

**EXHIBIT A  
TIF Revenue Projections- Mission Trails**

| <b>Year of TIF (1)</b>                        | <b>Distribution Year (2)</b> | <b>Total Assessed Value (3)</b> | <b>Base Year Assessed Value (4)</b> | <b>Captured Assessed Value (Column 3 - Column 4) (5)</b> | <b>Projected Property Tax Increment (6)</b> |
|---|------------------------------|---------------------------------|-------------------------------------|--|---|
| 0   | 2017                         | \$437,001                       | \$437,001                           | \$0  | \$0   |
| 1   | 2018                         | \$437,001                       | \$437,001                           | \$0  | \$0   |
| 2   | 2019                         | \$2,278,207                     | \$437,001                           | \$1,841,206  | \$185,608                                   |
| 3   | 2020                         | \$4,556,415                     | \$437,001                           | \$4,119,414  | \$415,270                                   |
| 4   | 2021                         | \$4,647,543                     | \$437,001                           | \$4,210,542  | \$424,456                                   |
| 5   | 2022                         | \$4,740,494                     | \$437,001                           | \$4,303,493  | \$433,827                                   |
| 6   | 2023                         | \$4,835,304                     | \$437,001                           | \$4,398,303  | \$443,384                                   |
| 7   | 2024                         | \$4,932,010                     | \$437,001                           | \$4,495,009  | \$453,133                                   |
| 8   | 2025                         | \$5,030,650                     | \$437,001                           | \$4,593,649  | \$463,077                                   |
| 9   | 2026                         | \$5,131,263                     | \$437,001                           | \$4,694,262  | \$473,219                                   |
| 10  | 2027                         | \$5,233,889                     | \$437,001                           | \$4,796,888  | \$483,565                                   |
| 11  | 2028                         | \$5,338,566                     | \$437,001                           | \$4,901,565  | \$494,117                                   |
| 12  | 2029                         | \$5,445,338                     | \$437,001                           | \$5,008,337  | \$504,880                                   |
| 13  | 2030                         | \$5,554,244                     | \$437,001                           | \$5,117,243  | \$515,859                                   |
| 14  | 2031                         | \$5,665,329                     | \$437,001                           | \$5,228,328  | \$527,057                                   |
| 15  | 2032                         | \$5,778,636                     | \$437,001                           | \$5,341,635  | \$538,480                                   |
| 16  | 2033                         | \$5,894,209                     | \$437,001                           | \$5,457,208  | \$550,130                                   |
| 17  | 2034                         | \$6,012,093                     | \$437,001                           | \$5,575,092  | \$562,014                                   |
| 18  | 2035                         | \$6,132,335                     | \$437,001                           | \$5,695,334  | \$574,135                                   |
| 19  | 2036                         | \$6,254,981                     | \$437,001                           | \$5,817,980  | \$586,499                                   |
| 20  | 2037                         | \$6,380,081                     | \$437,002                           | \$5,943,079  | \$599,110                                   |
| <b>Total Projected Property Tax Increment</b> |                              |                                 |                                     |  | <b>\$9,227,820</b>                          |

**Anticipated Assessed and Appraised Values:**

| <b>Use</b>    | <b># of Units</b> | <b>Year of Completion</b> | <b>Appraisal Value</b> | <b>Assessment Rate</b> | <b>Assessed Value</b> |
|---------------|-------------------|---------------------------|------------------------|------------------------|-----------------------|
| Apartments    | 200               | 2020                      | \$39,621,000           | 11.5%                  | \$4,556,415           |
| <b>Totals</b> |                   |                           | <b>\$39,621,000</b>    |                        | <b>\$4,556,415</b>    |
|               |                   |                           |                        | Current Mill Levy      | 122.308               |
|               |                   |                           |                        | Less Sch/State         | 21.500                |
|               |                   |                           |                        | Net Mill Levy          | 100.808               |

**Assumptions:**

- a) Development is fully stabilized on 1/1/2021 valuation date.
- b) Fully stabilized development generates property taxes of \$2,551 per unit annually.
- c) Appraised value increases by 2% annually after fully stabilized.
- d) Property tax collection rate will be 100%.
- e) Property tax increment is distributed twice each year.

**EXHIBIT B**

**Tax Parcel ID:** KF251208-4005

Legal Desc. 8-12-25 BG 825' W NE CR NW1/4 SE1/4 W 330' S 300' W 167.13' S 75' E 636.73' N 165' W 140' N 210' TO  
(abbreviated) POB EX .29 AC & EX .1 AC 3.275 ACS ML

**Property Map for KF251208-4005**



## EXHIBIT C

### Legal Description

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW 1/4, SE 1/4) OF SECTION 8, TOWNSHIP 12, RANGE 25, IN MISSION, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID 1/4, 1/4 SECTION THAT IS S 87° 59' 16" W 824.08' (825' DEED) WEST OF THE NORTHEAST CORNER THEREOF; THENCE S 2° 04' 52" E, PARALLEL TO THE EAST LINE OF SAID 1/4, 1/4 SECTION 60.00' TO A POINT ON THE SOUTH LINE OF JOHNSON DRIVE, AS ESTABLISHED; THENCE S 87° 59' 16" W ALONG SAID SOUTH LINE, 1.00', SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS TRACT; THENCE S 2° 04' 52" E 180.00'; THENCE N 87° 59' 16" E, PARALLEL TO SAID NORTH LINE, 141.00' FEET TO A POINT 684.08' (685' DEED) WEST OF SAID EAST LINE OF SAID 1/4, 1/4 SECTION, BEING ALSO ON THE WEST LINE OF BEVERLY AVE., AS ESTABLISHED; THENCE S 2° 04' 52" E ALONG SAID WEST LINE, AND PARALLEL TO THE EAST LINE OF SAID 1/4, 1/4 SECTION, 135.00' TO A POINT 375.00' SOUTH OF SAID NORTH LINE; THENCE S 87° 59' 16" W, PARALLEL TO SAID NORTH LINE, 470.00' TO A POINT 167.23' (167.13', MORE OR LESS, DEED) EAST OF THE WEST LINE OF SAID 1/4, 1/4 SECTION; THENCE N 2° 04' 52" W 315.00' TO A POINT ON THE SOUTH LINE OF SAID JOHNSON DRIVE, AS ESTABLISHED, 60.00' SOUTH OF THE NORTH LINE OF SAID 1/4, 1/4 SECTION, SAID POINT BEING ALSO 167.39' (167.13' DEED) EAST OF THE WEST LINE OF SAID 1/4, 1/4 SECTION; THENCE N 87° 59' 16" E ALONG SAID SOUTH LINE, 329.00' TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 122,759 SQUARE FEET, OR, 2.8181 ACRES, MORE OR LESS.

**EXHIBIT D**

**Building elevation looking east:**



*View along Johnson Drive looking west. The corner is an open plaza contiguous to retail*

**Site Plan:**





## EXHIBIT E

### **EPC Real Estate Group Description:**

In general, EPC specializes in identifying infill locations in both urban and suburban markets. We select locations that are walkable, convenient, and have great access. Downtown Mission, Kansas is exactly that type of neighborhood. EPC designs a product that is not viewed as a typical apartment. Our customer is looking for a special place to live. That is, a building in a walkable community that is constructed of high quality materials and finishes. When combined with the appropriate mix of amenities our projects attract renters of all ages who were not necessarily part of the renter pool for existing apartments.

**Developer Organizational Structure:** EPC consists of approximately 50 employees. Jobs range from lawn maintenance, sales, leasing, and management. The following shows upper management positions.

Example of two of EPC's recent developments in the KC metro area:

#### Avenue 80



|                        |   |
|------------------------|---|
| <b>Project Mix</b>     | 218 Units – 15,443 SF of Office / Retail  |
| <b>Location</b>        | 80th & Metcalf, Overland Park, KS <ul style="list-style-type: none"><li>• Adjacent to Historic Downtown Overland Park.</li><li>• Extremely walkable small town Main Street with Farmers Market.</li></ul> |
| <b>Unique Features</b> | Four story full garage wrap with office tower integrated into building with street level retail. 5th floor club level for entertaining and meetings.  |
| <b>Status</b>          | Commenced: June 2015<br>Completion: January 2017  |
| <b>Cost</b>            | \$42 Million  |
| <b>Developer</b>       | EPC   |

#### 51MAIN



|                        |  |
|------------------------|--|
| <b>Project Mix</b>     | 176 Units – 9,000 SF of Retail   |
| <b>Location</b>        | 51st & Main St, Kansas City, Missouri <ul style="list-style-type: none"><li>• True Neighborhood Main Street environment with many of Kansas City's Favorite Restaurants.</li></ul> |
| <b>Unique Features</b> | Four to eight story garage wrap with two level courtyard featuring infinity pool. Street level retail complements the already vibrant pedestrian space.                            |
| <b>Status</b>          | Completed: March 2015, in Lease-Up<br>Stabilized: November 2015  |
| <b>Cost</b>            | \$41 Million   |
| <b>Developer</b>       | EPC / VanTrust   |



Terence O'Leary  
Steve Coon  
Michael McKeen



| Terence O'Leary



| Steve Coon



| Michael McKeen

EPC specializes in identifying opportunities to acquire land and create unique projects in the marketplace that deliver the "WOW Factor". By branding, differentiating and marketing our projects, EPC has had great success with project lease-up and since being formed in 1999.

Terence P. O'Leary and Steven W. Coon, as principals of EPC, provide full development services on each project including planning and zoning approvals, design, construction management, leasing and sales. With over 60 years of combined experience, Terry and Steve provide the ability to interpret market demand factors, procure land, and develop almost any type of commercial or residential project. Both are directly involved in all aspects of the project and pride themselves in the ability to assemble a team of experts to execute all facets of the development. As developers, EPC understands its responsibility for environmentally conscious development and as a result incorporates many of the industries best practices in its designs.

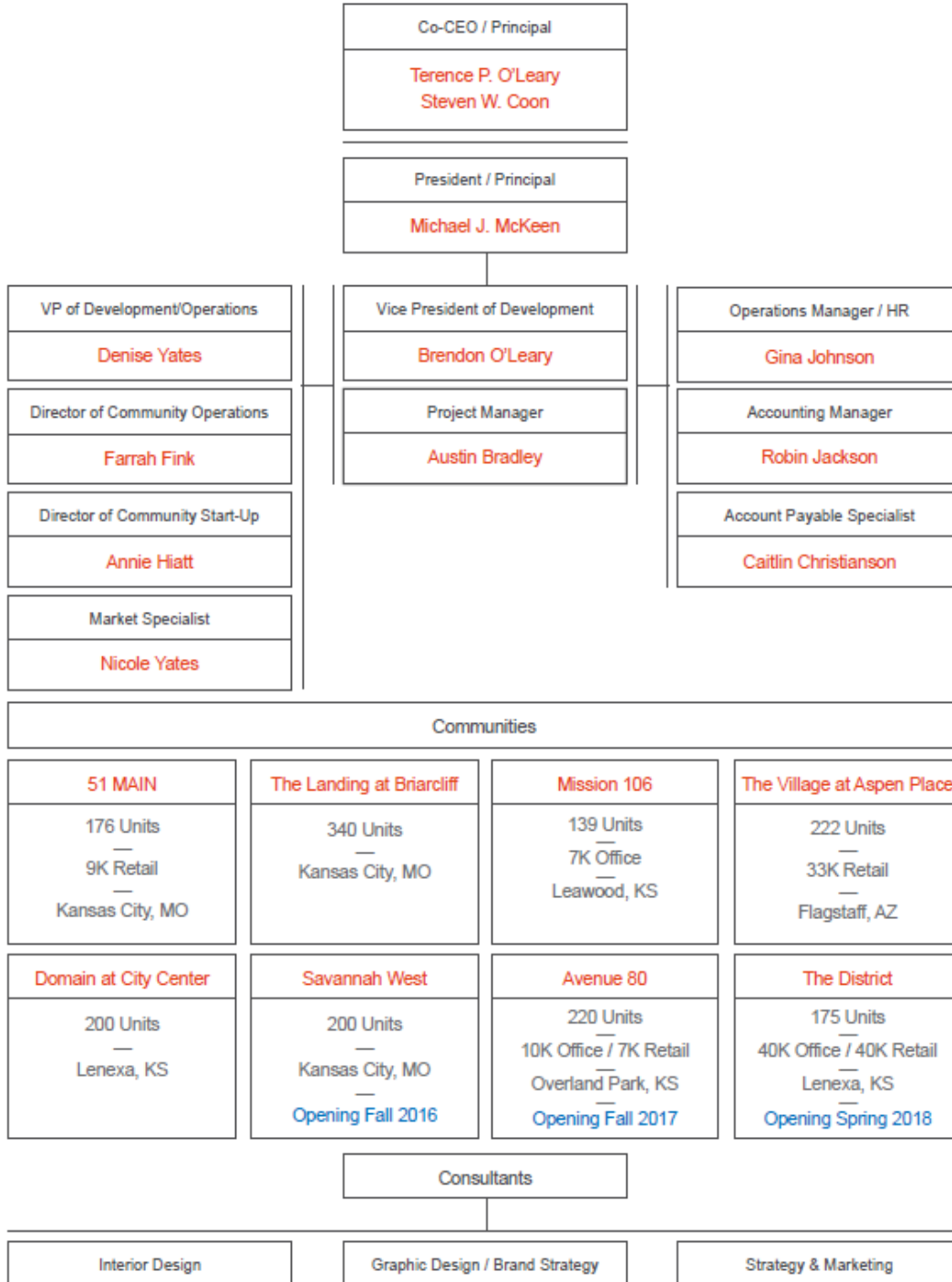
#### Vision

The EPC vision is centered on an in depth understanding of market demand factors unique to a site and designing a project to match that demand. Our core belief is recognizing that there is always a better way to plan, build and market property.

#### Awards and Recognition

EPC's first project, BarreWoods, won the Kansas City Apartment Association's highest achievement, "Outstanding Overall Apartment Property" three consecutive years, 2006 – 2008. BarreWoods also won thirteen Awards of Excellence, more than any other apartment property in the Kansas City metropolitan area.





## **EXHIBIT C**

### **DEVELOPMENT SCHEDULE**

June 1, 2018 - Acquire the real property within the District

December 1, 2018 - Commence or cause to be commenced construction of the Project.

November 30, 2020 - Project shall be substantially completed.

**EXHIBIT D**

**PROJECT BUDGET WITH ELIGIBLE EXPENSES**

# MISSION TRAILS PROJECT BUDGET

| USES OF FUNDS                     | Total Cost           | TIF Eligible        | Private              |
|-----------------------------------|----------------------|---------------------|----------------------|
| <b>Land</b>                       |                      |                     |                      |
| Land Acquisition                  | \$ 3,400,000         | \$ 3,400,000        | \$ -                 |
| Closing Costs                     | \$ 30,000            | \$ -                | \$ 30,000            |
| Other                             | \$ -                 | \$ -                | \$ -                 |
| Subtotal Land                     | <u>\$ 3,430,000</u>  | <u>\$ 3,400,000</u> | <u>\$ 30,000</u>     |
| <b>Sitework</b>                   |                      |                     |                      |
| Demolition                        | \$ 250,000           | \$ 250,000          | \$ -                 |
| On-site improvements              | \$ 1,500,000         | \$ 1,500,000        | \$ -                 |
| Other                             | \$ -                 | \$ -                | \$ -                 |
| Subtotal Sitework                 | <u>\$ 1,750,000</u>  | <u>\$ 1,750,000</u> | <u>\$ -</u>          |
| <b>Building Construction</b>      |                      |                     |                      |
| Apartment Construction            | \$ 22,344,840        | \$ -                | \$ 22,344,840        |
| Retail/Restaurant Construction    | \$ 550,000           | \$ -                | \$ 550,000           |
| Parking Structure                 | \$ 3,780,000         | \$ 3,780,000        | \$ -                 |
| Other                             | \$ -                 | \$ -                | \$ -                 |
| Subtotal Building Construction    | <u>\$ 26,674,840</u> | <u>\$ 3,780,000</u> | <u>\$ 22,894,840</u> |
| <b>Tenant Improvements</b>        |                      |                     |                      |
| Tenant Improvements               | \$ 254,925           | \$ -                | \$ 254,925           |
| Other                             | \$ -                 | \$ -                | \$ -                 |
| Subtotal Tenant Improvements      | <u>\$ 254,925</u>    | <u>\$ -</u>         | <u>\$ 254,925</u>    |
| <b>Off-site Improvements</b>      |                      |                     |                      |
| Off-site improvements             | \$ 500,000           | \$ 500,000          | \$ -                 |
| Other                             | \$ -                 | \$ -                | \$ -                 |
| Subtotal Off-site Improvements    | <u>\$ 500,000</u>    | <u>\$ 500,000</u>   | <u>\$ -</u>          |
| <b>Construction Contingency</b>   |                      |                     |                      |
| Construction Contingency          | \$ 1,025,000         | \$ 250,000          | \$ 775,000           |
| Subtotal Construction Contingency | <u>\$ 1,025,000</u>  | <u>\$ 250,000</u>   | <u>\$ 775,000</u>    |
| <b>Professional Fees</b>          |                      |                     |                      |
| Architectural/Engineering Costs   | \$ 1,157,000         | \$ 1,157,000        | \$ -                 |
| Subtotal Professional Fees        | <u>\$ 1,157,000</u>  | <u>\$ 1,157,000</u> | <u>\$ -</u>          |

**Furniture, Fixtures and Equipment**

|                                   |                   |             |                   |
|-----------------------------------|-------------------|-------------|-------------------|
| Furniture, Fixtures and Equipment | \$ 680,000        | \$ -        | \$ 680,000        |
| Other                             | \$ -              | \$ -        | \$ -              |
| Subtotal FF&E                     | <u>\$ 680,000</u> | <u>\$ -</u> | <u>\$ 680,000</u> |

**Soft Costs**

|                            |                     |                   |                     |
|----------------------------|---------------------|-------------------|---------------------|
| Building Permits/City Fees | \$ 600,000          | \$ -              | \$ 600,000          |
| Market/Feasibility Studies | \$ 6,500            | \$ -              | \$ 6,500            |
| Construction Management    | \$ 900,000          | \$ -              | \$ 900,000          |
| Marketing                  | \$ 92,920           | \$ -              | \$ 92,920           |
| Start-up Reserves          | \$ 225,566          | \$ -              | \$ 225,566          |
| Insurance                  | \$ 180,000          | \$ -              | \$ 180,000          |
| Taxes during construction  | \$ 100,000          | \$ -              | \$ 100,000          |
| Development Fee            | \$ 900,000          | \$ -              | \$ 900,000          |
| Legal Fees                 | \$ 100,000          | \$ 100,000        | \$ -                |
| Leasing Commissions        | \$ 33,000           | \$ -              | \$ 33,000           |
| Other                      | \$ 150,676          | \$ -              | \$ 150,676          |
| Subtotal Soft Costs        | <u>\$ 3,288,662</u> | <u>\$ 100,000</u> | <u>\$ 3,188,662</u> |

**Soft Cost Contingency**

|                                |                   |                   |                   |
|--------------------------------|-------------------|-------------------|-------------------|
| Soft Cost Contingency          | \$ 450,000        | \$ 250,000        | \$ 200,000        |
| Subtotal Soft Cost Contingency | <u>\$ 450,000</u> | <u>\$ 250,000</u> | <u>\$ 200,000</u> |

**Financing**

|                                 |                     |                   |                     |
|---------------------------------|---------------------|-------------------|---------------------|
| Construction Loan Interest      | \$ 1,284,984        | \$ 327,200        | \$ 957,784          |
| Fees                            | \$ 495,525          | \$ 250,000        | \$ 245,525          |
| Appraisal                       | \$ 6,500            | \$ -              | \$ 6,500            |
| Other                           | \$ 36,378           | \$ -              | \$ 36,378           |
| Subtotal Construction Financing | <u>\$ 1,823,387</u> | <u>\$ 577,200</u> | <u>\$ 1,246,187</u> |

|                            |                      |                      |                      |
|----------------------------|----------------------|----------------------|----------------------|
| <b>TOTAL PROJECT COSTS</b> | <b>\$ 41,033,814</b> | <b>\$ 11,764,200</b> | <b>\$ 29,269,614</b> |
|----------------------------|----------------------|----------------------|----------------------|

**EXHIBIT E**

**CERTIFICATION OF EXPENDITURES FORM**

Request No. \_\_\_\_\_

Date: \_\_\_\_\_

Pursuant to the Redevelopment Agreement for Mission Trails (the "Agreement") between the City of Mission, Kansas and the undersigned ("Developer"), Developer requests payment or reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Agreement.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.
4. These costs have been incurred and are presently due and payable and are reasonable costs that are payable or reimbursable under the Agreement.
5. Each item listed above has not previously been paid or reimbursed and no part thereof has been included in any other Disbursement Request previously filed with the City.
6. There has not been filed with or served upon Developer any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.
7. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the plans and specifications therefore.
8. Lien waivers for costs for which payment is hereby requested have been received and are attached hereto as **Attachment II** hereto.

**MISSION APARTMENTS, LLC**

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

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

**CITY OF MISSION**

By: \_\_\_\_\_  
City Representative

**ATTACHMENT I  
TO CERTIFICATION OF EXPENDITURE  
REDEVELOPMENT AGREEMENT FOR MISSION TRAILS**

REQUEST NO. \_\_\_\_\_

DATED \_\_\_\_\_

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**SCHEDULE OF PAYMENTS REQUESTED**

| Person, firm<br>or corporation<br>to whom payment<br>is due | Amount to<br>be paid | General classification and<br>description of the costs of issuance for<br>which the Obligation to be paid<br>was incurred <sup>1</sup> |
|---|----------------------|--|
|---|----------------------|--|



|                            |              |                    |
|----------------------------|--------------|--------------------|
| <b>City of Mission</b>     | Item Number: | 6c.                |
| <b>ACTION ITEM SUMMARY</b> | Date:        | September 18, 2017 |
| <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 to issue Industrial Revenue Bonds for the Mission Trails Project

**RECOMMENDATION:** Approve the Resolution establishing the intent and authority of the City to issue Industrial Revenue Bonds (IRBs) in one or more series in an aggregate principal amount not to exceed \$20,000,000 to finance the costs of acquiring, constructing, and equipping multiple facilities for the benefit of Mission Apartments, LLC.

**DETAILS:** The Mission Apartments, LLC has requested the City issue Industrial Revenue Bonds (IRBs) for the Mission Trails project located at 6201 Johnson Drive. The City's Bond Counsel, Gilmore & Bell, has prepared a Resolution which establishes the intent and authority of the City to proceed with the transaction.

The IRBs and the associated interest shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement. The bonds are not a general obligation of the City, and are not backed by the full faith and credit of the City. The bonds are not payable in any manner by taxation, but shall be payable solely from the funds provided for in the 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 or to make any appropriation for their payment. **The City is in no way responsible for the repayment of these bonds.**

The Resolution authorizes an issuance not to exceed \$20,000,000. This Resolution establishes the intent and authority of the City to issue the IRBs. The actual bond issuance is expected to occur in 2018, at which time the size of the issuance will be finalized. The IRBs are anticipated to provide a benefit of approximately \$1.1 million to the project.

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

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

**RESOLUTION DETERMINING THE INTENT OF THE CITY OF MISSION, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE AGGREGATE AMOUNT NOT TO EXCEED \$20,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF MISSION APARTMENTS, LLC AND ITS SUCCESSORS AND ASSIGNS (SALES TAX EXEMPTION)**

---

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

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

**WHEREAS**, Mission Apartments, LLC, a Kansas limited liability company (the “Company”) has requested that the City finance the cost of acquiring, constructing and equipping an approximately 200-unit apartment and an approximately 5,000 square foot commercial facility (the “Project”) through the issuance of its industrial revenue bonds in the amount not to exceed \$20,000,000, and to lease the Project to the Company or its successors and 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 industrial revenue bonds under the Act in a principal amount not to exceed \$20,000,000 said bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company.

**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 and equipping of the Project will promote the general welfare and economic prosperity of the City of Mission, Kansas, and the issuance of the City’s industrial revenue 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 located in the City at 6201 Johnson Drive.

**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 industrial revenue bonds of the City in a principal amount not to exceed \$20,000,000 to be issued pursuant to the Act.

**Section 3. Provision for the Bonds.** Subject to the conditions of this Resolution, the City will (i) issue its industrial revenue 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 said bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

**Section 4. Conditions to Issuance.** The issuance of said 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 policies relating to the issuance of industrial revenue bonds; and (iv) the Company paying all costs and expenses of the City in connection with said issuance.

**Section 5. Sale of the Bonds.** The sale of the bonds shall be the responsibility of the Company; provided, however, arrangements for the sale of the bonds shall be acceptable to the City.

**Section 6. 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 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 Trustee and in favor of the owners of the bonds, as provided in the 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 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 7. Required Disclosure.** Any disclosure document prepared in connection with the placement or offering of the bonds shall contain substantially the following disclaimer:

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE CITY CONTAINED UNDER THE CAPTIONS "THE CITY" AND "LITIGATION - THE CITY" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE CITY, AND THE CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

**Section 8. 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, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the bonds.

**Section 9. Benefit of Resolution.** This Resolution will inure to the benefit of the City and the Company. The Company may, with the prior written consent of the City, assign all or a portion of its 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 10. 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 11. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

**ADOPTED** this 20th day of September, 2017.

**CITY OF MISSION, KANSAS**

By: \_\_\_\_\_  
Steve Schowengerdt, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Martha Sumrall, City Clerk

|                            |              |                      |
|----------------------------|--------------|----------------------|
| <b>City of Mission</b>     | Item Number: | 8a.                  |
| <b>ACTION ITEM SUMMARY</b> | Date:        | September 15th, 2017 |
| <b>Public Works</b>        | From:        | John Belger          |

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

**RE:** City Hall Emergency Stormwater Repair

**RECOMMENDATION:** Approve the invoice from Kissick Construction for the emergency repairs to the storm and sanitary sewer at City Hall in the amount of \$29,098.71.

**DETAILS:** During the rain event in early August, a section of corrugated metal pipe failed underneath the east lawn at City Hall. This failure also damaged the only sanitary sewer line that served the building. Due to the severity of the failure, three contractors were contacted to survey the area and offer solutions to repair the damage. Kissick Construction responded the same day and offered to complete the work on a time and material basis.

Work started the following day and was completed in one week. Scope included the replacement of 60 feet of 30" corrugated metal pipe, repair to the 6 inch sanitary service, and restoration of the project area.

City resources were used to supplement the work and save on the total cost from the contractor.

A copy of the invoice and supporting documents have been included in the packet.

The repair cost have been expensed to the General Fund.

City code requires that all expenses more than \$10,000 be approved by the City Council with the exception of emergency repairs to City facilities. Because of the necessity for getting this work completed prior to the next available City Council meeting, staff is presenting this item for approval ex post facto.

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

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



# WAIVER & RELEASE OF LIEN

PROJECT: City Hall - Mission Kansas  
6090 Woodson Street  
Mission KS 66202

OWNER: CITY OF MISSION KANSAS  
Public Works Department

JOB # 17-003-28

CONTRACT OR REFERENCE NO: EMERGENCY STORMWATER REPAIR

WHEREAS THE UNDERSIGNED [ ] Contractor, [X] Subcontractor, [ ] Supplier, [ ] Architect or Engineer, or [ ] \_\_\_\_\_  
has provided labor, services, materials or equipment, for the above project, under an agreement with:

City of Mission Kansas

in its capacity as [X] Owner or Owners Agent, [X] Contractor, [ ] Subcontractor, [ ] Architect or Engineer.

**Section A:** (check and initial only one of the following)

<sup>initial</sup> PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT for labor, services, materials or equipment provided in the amount of: \_\_\_\_\_ covering the following Partial Payment Request(s) or Invoice(s): (attach additional pages if necessary)

DATE:  
9/8/2017

PAY REQUEST or INVOICE NUMBER:  
17-003-28

AMOUNT:  
\$29,098.71

together with any previous payment(s) already received, but excluding any retainage or labor, services, materials or equipment after the date of 08/31/2017

<sup>initial</sup> FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT for labor, services, materials or equipment provided which total the amount of: \$29,098.71

**THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE** all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above and as limited below:

**Section B:** (check and initial only one of the following)

<sup>initial</sup> CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT and final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$0.00 in previous payment and does hereby grant unconditional release of all described claims for that amount.

OR

<sup>initial</sup> UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES receipt OF PAYMENT in the above amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute the instrument.

COMPANY NAME:  
KISSICK CONSTRUCTION CO., INC.  
ADDRESS:  
8131 Indiana Ave.  
Kansas City, MO 64132

SIGNED:   
David Kissick  
TITLE: Project Manager

State of: MISSOURI)  
) SS  
County of: JACKSON

Subscribed and sworn to before me this  
8th day of September, 2017

NOTARY PUBLIC:

SIGNED:   
My Commission Expires: April 05, 2019

TINA AMOS  
Notary Public - Notary Seal  
State of Missouri - Clay County  
My Commission Expires: April 5, 2019  
Commission # 15034534



KANSAS CITY, MISSOURI

# EXTRA WORK TICKET

Location: 6090 Woodson St

Project: 17-003-28

Owner/Contractor: city of Mission KS

Date: 8/18/2017

DESCRIPTION OF WORK COMPLETED: emergency repair - mission city hall

| <u>Description - Labor/name</u>           | <u>Craft</u>                               | <u>S.T. Hours</u>               | <u>Unit Price</u>        | <u>O.T. Hours</u>                     | <u>OT Unit Price</u> | <u>TOTAL</u>          |
|---|--|---------------------------------|--------------------------|---------------------------------------|----------------------|-----------------------|
| WIEDENMANN, JOHN C                        | OPFHVY                                     | 1                               | \$ 82.36                 | 10                                    | \$ 113.86            | \$ 1,220.96           |
| JOHNSON, RICK J                           | LSHVY                                      | 6                               | \$ 65.08                 | 4                                     | \$ 89.14             | \$ 747.04             |
| BRYANT, BRADLEY                           | LSHVY                                      | 10                              | \$ 65.08                 | 0                                     | \$ 89.14             | \$ 650.80             |
| HEIDER, JEFFREY P                         | OPJHVY                                     | 8                               | \$ 78.52                 | 2                                     | \$ 108.11            | \$ 844.38             |
| <b>LABOR TOTAL</b>                        |  |                                 |                          |                                       |                      | <b>\$ 3,463.18</b>    |
| <u>Type of Equipment-Model/Size</u>       | <u>Hours</u>                               | <u>Rental Vendor</u>            | <u>Unit Price</u>        |                                       |                      | <u>TOTAL</u>          |
| PC138 Excavator (R145)                    | 10   |                                 | \$ 110.00                |                                       |                      | \$ 1,100.00           |
| TL12 Skidsteer                            | 10   |                                 | \$ 73.00                 |                                       |                      | \$ 730.00             |
|   |  |                                 |                          |                                       |                      | \$ -                  |
| <u>Mob/Demob?</u>                         | <b>EQUIPMENT TOTAL</b>                     |                                 |                          |                                       |                      | <b>\$ 1,100.00</b>    |
| <u>Materials Used/Subcontractor***</u>    | <u>Quantity</u>                            | <u>Unit Type (SQ, CY, etc.)</u> | <u>Kissick Stock Y/N</u> | <u>VENDOR NAME order # / ticket #</u> | <u>Unit Price</u>    | <u>Extended Price</u> |
| Mobilize TL12 & R145                      | 1  | LS                              | N                        | Ernie Rieke Eqmt.                     | \$ 250.00            | \$ 250.00             |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
| <b>MATERIAL/SUBS TOTAL</b>                |  |                                 |                          |                                       |                      | <b>\$ 250.00</b>      |
| <b>***Attach receipts or pick tickets</b> | <b>Mark Up on Materials at <u>10</u> %</b> |                                 |                          |                                       |                      | <b>\$ 25.00</b>       |
| <b>GRAND TOTAL:</b>                       |  |                                 |                          |                                       |                      | <b>\$ 4,838.18</b>    |

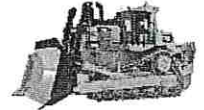
KISSICK CONSTRUCTION CO. REPRESENTATIVE

OWNERS REPRESENTATIVE



**Ernie Rieke Equipment Company Inc**

3311 Merriam Lane  
Kansas City, KS 66106-4698  
(816)223-0929  
riekeequipment@aol.com



**BILL TO**

Kissick Construction  
8131 Indiana Ave  
Kansas City, Missouri  
64132

**INVOICE # 26682**

**DATE 08/26/2017**

**DUE DATE 09/25/2017**

**TERMS Net 30**

**APPROVED**

| DATE       | ACTIVITY  |           | AMOUNT   |
|------------|---|-----------|----------|
| 08/16/2017 | ex 400-03. RB yard to latan                                 | EX-490-03 | 450.00   |
| 08/17/2017 | TC 963-9. Purcell Pit to Hawthorne                          | 17-036    | 250.00   |
| 08/18/2017 | OR 400-04. Junction City to Lake Deanna                     | 16-110    | 1,500.00 |
| 08/18/2017 | (rental) TL 12 / 145 Hyundia. VLP to Mission City Hall      | 17-003-28 | 250.00   |
| 08/18/2017 | ex 360-01. LaCygne to 27th & Gillham                        | 17-038    | 400.00   |
| 08/18/2017 | (rental) Cat 235. 27th & Gilham to Foley Tractor            | 17-038    | 300.00   |
| 08/18/2017 | RC 120-2 & Street Plate. 10 & Forest to Kissick yard        | 17-040    | 250.00   |
| 08/18/2017 | (rental) TL 12. 10th & Forest to RB yard                    | 17-040    | 150.00   |
| 08/18/2017 | PC 88. RB yard to LaCygne Plant                             | 29-200    | 250.00   |
| 08/18/2017 | (rental) Taku Hoe. Kissick yard to LaCygne                  | 17-053    | 200.00   |
| 08/18/2017 | (rental) BW 213. RB yard to UPS                             | 17-026    | 250.00   |
| 08/18/2017 | 8 Pipe. UPS to Kissick yard                                 | 17-026    | 250.00   |
| 08/18/2017 | (rental) Cat Forklift. Kissick yard to Granite yard         | 10-031    | 250.00   |
| 08/18/2017 | PC 160-1. Arleta to Granite yard                            | 10-031    | 250.00   |
| 08/18/2017 | (rental) 210 Hitachi Hoe. Corporate Plaza to Murphy Tractor | 16-090    | 300.00   |
| 08/18/2017 | BM 1300-1. Mid Blue to Kissick yard                         | 16-052    | 250.00   |
| 08/21/2017 | (rental) WA 500. RB yard to Granite yard                    | 10-031    | 250.00   |
| 08/21/2017 | 750-1. Murphy Tractor to UPS                                | 17-026    | 300.00   |
| 08/21/2017 | (rental) D65i. UPS to RB yard                               | 17-026    | 250.00   |
| 08/21/2017 | PC 150-1. Kissick yard to St Pius                           | 17-076    | 250.00   |
| 08/21/2017 | PC 228-04. St Teresa's to St Line Hospital                  | 16-103    | 250.00   |

THANK YOU FOR YOUR BUSINESS

BALANCE DUE

**\$6,850.00**

PLEASE READ CAREFULLY: All merchandise sold "As is where is" "Specified or otherwise." Payments tendered by check or other than cash are conditional only; and title to merchandise shall not pass to buyer until check or other instruments shall have first been paid by drawee. Rieke Equipment Co., shall have no liability or be held accountable for any consequential damage or loss of profits.



KANSAS CITY, MISSOURI

# EXTRA WORK TICKET

Location: 6090 Woodson St

Project: 17-003-28

Owner/Contractor: City of Mission

Date: 8/19/2017

DESCRIPTION OF WORK COMPLETED: mission city hall emergency repair

| <u>Description - Labor/name</u>           | <u>Craft</u>                               | <u>S.T. Hours</u>               | <u>Unit Price</u>        | <u>O.T. Hours</u>                     | <u>OT Unit Price</u> | <u>TOTAL</u>          |
|---|--|---------------------------------|--------------------------|---------------------------------------|----------------------|-----------------------|
| WIEDENMANN, JOHN C                        | OPFHVY                                     | 0                               | \$ 82.36                 | 12                                    | \$ 113.86            | \$ 1,309.39           |
| JOHNSON, RICK J                           | LSHVY                                      | 0                               | \$ 65.08                 | 11                                    | \$ 89.14             | \$ 935.97             |
| DAVIS, JEREMY M                           | LSHVY                                      | 0                               | \$ 65.08                 | 11                                    | \$ 89.14             | \$ 935.97             |
| HEIDER, JEFFREY P                         | OPJHVY                                     | 0                               | \$ 78.52                 | 11                                    | \$ 108.11            | \$ 1,135.16           |
| MILLER, TYLER                             | TEAMHVY                                    | 1                               | \$ 66.67                 | 10                                    | \$ 92.04             | \$ 941.05             |
| <b>LABOR TOTAL</b>                        |  |                                 |                          |                                       |                      | <b>\$ 5,257.54</b>    |
| <u>Type of Equipment-Model/Size</u>       | <u>Hours</u>                               | <u>Rental Vendor</u>            | <u>Unit Price</u>        |                                       |                      | <u>TOTAL</u>          |
| PC138 Excavator (R145)                    | 11   |                                 | \$ 110.00                |                                       |                      | \$ 1,210.00           |
| TL12 Skidsteer                            | 11   |                                 | \$ 73.00                 |                                       |                      | \$ 803.00             |
|   |  |                                 |                          |                                       |                      | \$ -                  |
| <u>Mob/Demob?</u>                         | <b>EQUIPMENT TOTAL</b>                     |                                 |                          |                                       |                      | <b>\$ 1,210.00</b>    |
| <u>Materials Used/Subcontractor***</u>    | <u>Quantity</u>                            | <u>Unit Type (SQ, CY, etc.)</u> | <u>Kissick Stock Y/N</u> | <u>VENDOR NAME order # / ticket #</u> | <u>Unit Price</u>    | <u>Extended Price</u> |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
| <b>MATERIAL/SUBS TOTAL</b>                |  |                                 |                          |                                       |                      | <b>\$ -</b>           |
| <b>***Attach receipts or pick tickets</b> | <b>Mark Up on Materials at <u>10</u> %</b> |                                 |                          |                                       |                      | <b>\$ -</b>           |
| <b>GRAND TOTAL:</b>                       |  |                                 |                          |                                       |                      | <b>\$ 6,467.54</b>    |

\_\_\_\_\_  
KISSICK CONSTRUCTION CO. REPRESENTATIVE

\_\_\_\_\_  
OWNERS REPRESENTATIVE



**KANSAS CITY, MISSOURI**

# EXTRA WORK TICKET

Location: 6090 Woodson St

Project: 17-003-28

Owner/Contractor: City of Mission

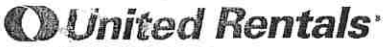
Date: 8/21/2017

DESCRIPTION OF WORK COMPLETED: emergency repair - Mission City Hall

| <u>Description - Labor/name</u>           | <u>Craft</u>                               | <u>S.T. Hours</u>               | <u>Unit Price</u>        | <u>O.T. Hours</u>                     | <u>OT Unit Price</u> | <u>TOTAL</u>          |
|---|--|---------------------------------|--------------------------|---------------------------------------|----------------------|-----------------------|
| WIEDENMANN, JOHN C                        | OPFHVY                                     | 10                              | \$ 82.36                 | 2                                     | \$ 113.86            | \$ 994.39             |
| JOHNSON, RICK J                           | LSHVY                                      | 10                              | \$ 65.08                 | 1                                     | \$ 89.14             | \$ 695.37             |
| HEIDER, JEFFREY P                         | OPJHVY                                     | 10                              | \$ 78.52                 | 1                                     | \$ 108.11            | \$ 839.26             |
| <b>LABOR TOTAL</b>                        |  |                                 |                          |                                       |                      | <b>\$ 2,529.02</b>    |
| <u>Type of Equipment-Model/Size</u>       | <u>Hours</u>                               | <u>Rental Vendor</u>            | <u>Unit Price</u>        |                                       |                      | <u>TOTAL</u>          |
| PC138 Excavator (R145)                    | 11   |                                 | \$ 110.00                |                                       |                      | \$ 1,210.00           |
| TL12 Skidsteer                            | 11   |                                 | \$ 73.00                 |                                       |                      | \$ 803.00             |
|   |  |                                 |                          |                                       |                      | \$ -                  |
| <u>Mob/Demob?</u>                         | <b>EQUIPMENT TOTAL</b>                     |                                 |                          |                                       |                      | <b>\$ 1,210.00</b>    |
| <u>Materials Used/Subcontractor***</u>    | <u>Quantity</u>                            | <u>Unit Type (SQ, CY, etc.)</u> | <u>Kissick Stock Y/N</u> | <u>VENDOR NAME order # / ticket #</u> | <u>Unit Price</u>    | <u>Extended Price</u> |
| Trenching/Shoring Rental 8/21 to 8/22     | 1  | LS                              | N                        | United Rentals                        | \$ 291.44            | \$ 291.44             |
| 8 CY concrete - 4K AE FA (curb)           | 1  | LS                              | N                        | Fordyce (191449)                      | \$ 960.10            | \$ 960.10             |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
| <b>MATERIAL/SUBS TOTAL</b>                |  |                                 |                          |                                       |                      | <b>\$ 1,251.54</b>    |
| <b>***Attach receipts or pick tickets</b> | <b>Mark Up on Materials at <u>10</u> %</b> |                                 |                          |                                       |                      | <b>\$ 125.15</b>      |
| <b>GRAND TOTAL:</b>                       |  |                                 |                          |                                       |                      | <b>\$ 5,115.71</b>    |

\_\_\_\_\_  
KISSICK CONSTRUCTION CO. REPRESENTATIVE

\_\_\_\_\_  
OWNERS REPRESENTATIVE



TRENCH SAFETY  
 BRANCH 009  
 3505 MANCHESTER TRAFFICWAY  
 KANSAS CITY MO 64129  
 816-921-4141  
 816-921-4242 FAX



RENTAL RETURN  
 INVOICE

# 149478243-001

Job Site  
 KISSICK  
 61ST & WOODSON  
 X: .@.  
 MISSION KS 66201  
 Office: 816-363-5530 Cell: 816-365-1365

Customer # : 758664  
 Invoice Date : 08/23/17  
 Rental Out : 08/21/17 01:00 PM  
 Rental In : 08/22/17 08:35 AM  
 UR Job Loc : 61ST & WOODSON, MISS  
 UR Job # : 642  
 Customer Job ID:  
 P.O. # : 17-003-28 **KAT**  
 Ordered By : JOHN WEIDEMAN  
 Reserved By : JENNIFER SKIME  
 Salesperson : BRETT WEIPERT

KISSICK CONSTRUCTION  
 8131 INDIANA AVE  
 KANSAS CITY MO 64132-2507

RECEIVED

AUG 25 2017

KISSICK CONSTRUCTION CI

Invoice Amount: \$291.44

Terms: Due Upon Receipt  
 Payment options: Contact our credit office 704-916-4122  
 REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
 PO BOX 840514  
 DALLAS TX 75284-0514



| RENTAL ITEMS:              |                 |                           |         |       |                 |                      |               |
|----------------------------|-----------------|---------------------------|---------|-------|-----------------|----------------------|---------------|
| Qty                        | Equipment       | Description               | Minimum | Day   | Week            | 4 Week               | Amount        |
| 6                          | 942/1030        | KIT:1.5' SHORE 34-55" CYL | 8.00    | 8.00  | 23.00           | 61.00                | 48.00         |
| 4                          | 940/6960        | FIN BOARD 4' X 8'         | 15.00   | 15.00 | 45.00           | 69.00                | 60.00         |
| 1                          | 940/6850        | RELEASE TOOL 48"          |         | 6.36  | 18.13           | 41.41                | 6.36          |
| 1                          | 940/6910        | REMOVAL HOOK 48"          |         | 6.55  | 18.66           | 42.63                | 6.55          |
| 1                          | 940/6950        | SHORING PUMP HAND         | 25.00   | 25.00 | 55.00           | 155.00               | 25.00         |
|                            |                 |                           |         |       |                 | Rental Subtotal:     | 145.91        |
| SALES/MISCELLANEOUS ITEMS: |                 |                           |         |       |                 |                      |               |
| Qty                        | Item            |                           | Price   |       | Unit of Measure |                      | Extended Amt. |
| 1                          | DELIVERY CHARGE |                           | 60.000  |       | EACH            |                      | 60.00         |
| 1                          | PICKUP CHARGE   |                           | 60.000  |       | EACH            |                      | 60.00         |
|                            |                 |                           |         |       |                 | Sales/Misc Subtotal: | 120.00        |
|                            |                 |                           |         |       |                 | Agreement Subtotal:  | 265.91        |
|                            |                 |                           |         |       |                 | Tax:                 | 25.53         |
|                            |                 |                           |         |       |                 | Total:               | 291.44        |

COMMENTS/NOTES:

CONTACT: JOHN WEIDEMAN  
 CELL#: 816-365-1365

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?  
 CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM  
 TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

17-003-28 033000-800 -5



**FORDYCE**  
 CONCRETE COMPANY, INC.  
 PO BOX 412173  
 KANSAS CITY, MO 64121-2173  
 PHONE: 913-345-2030 FAX: 913-345-8027

# INVOICE

| CUSTOMER NO. | DELIVERY DATE | INVOICE NO. | PAGE |
|--------------|---------------|-------------|------|
| 00010750     | 08/21/2017    | 191449      | 1    |

RECEIVED

AUG 29 2017

KISSICK CONSTRUCTION CO

Your account is subject to hold if payment is not received within 60 days of invoice date.

KISSICK CONSTRUCTION COMPANY  
 8131 INDIANA  
 KANSAS CITY, MO 64132

**TERMS: NET 30 DAYS**

A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE FINANCE CHARGE IS COMPUTED BY A PERIODIC RATE 1% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% OR A MINIMUM SERVICE CHARGE OF \$5.00 WHICHEVER IS GREATER

| PRODUCT CODE | JOB NUMBER - JOB LOCATION - ADDRESS |           |                     | UNIT PRICE | TAX   | TOTAL  |
|--------------|-------------------------------------|-----------|---------------------|------------|-------|--------|
|              | QUANTITY                            | UNIT      | DESCRIPTION         |            |       |        |
|              | 001263 61ST & WOODSON               |           |                     |            |       |        |
|              | PO NUMBER: 17-003-28                |           |                     |            |       |        |
| A1C1542401   | 8.00                                | CY        | 4K AE FA (CURB)     | 89.500     | 68.74 | 716.00 |
| ME23         | 8.00                                | CY        | DELIVERY CHARGE     | 20.000     | 15.36 | 160.00 |
|              |                                     |           | TICKET DATE TOTALS: |            | 84.10 | 876.00 |
|              | TICKETS:                            | 051-14049 | 052-22459           |            |       |        |
|              | JOB TOTALS                          |           |                     | 876.00     | 84.10 | 960.10 |

COPY

Tax code for the invoice is: [53] KS MISSION JO 9.600%

17-003-28 033000-800 -2

ATTN: MISSOURI CUSTOMERS - It is the express intent of the parties to this sale that delivery and/or transportation charges (separately stated) constitute a separate service apart from the sale. Title to the concrete passes to the buyer when the truck leaves the premises of the seller.

| AMOUNT DUE |
|------------|
| 960.10     |



KANSAS CITY, MISSOURI

# EXTRA WORK TICKET

Location: 6090 Woodson St

Project: 17-003-28

Owner/Contractor: Mission City Hall

Date: 8/22/2017

DESCRIPTION OF WORK COMPLETED: Excavated out for sanitary 8" sewer line had to break concrete off around 8" clay line. Reconnected with 8" sdr26 pipe. Encased both ends around around strong back ferncos. Back filled.

| <b>Description - Labor/name</b>           | <b>Craft</b>                               | <b>S.T. Hours</b>               | <b>Unit Price</b>        | <b>O.T. Hours</b>                     | <b>OT Unit Price</b> | <b>TOTAL</b>          |
|---|--|---------------------------------|--------------------------|---------------------------------------|----------------------|-----------------------|
| WIEDENMANN, JOHN C                        | OPFHVY                                     | 10                              | \$ 82.36                 | 1                                     | \$ 113.86            | \$ 937.46             |
| SCOTT, DONALD                             | OPJHVY                                     | 10                              | \$ 78.52                 | 0                                     | \$ 108.11            | \$ 785.20             |
| JOHNSON, RICK J                           | LSHVY                                      | 10                              | \$ 65.08                 | 0                                     | \$ 89.14             | \$ 650.80             |
| HEIDER, JEFFREY P                         | OPJHVY                                     | 10                              | \$ 78.52                 | 0                                     | \$ 108.11            | \$ 785.20             |
| <b>LABOR TOTAL</b>                        |  |                                 |                          |                                       |                      | <b>\$ 3,158.66</b>    |
| <b>Type of Equipment-Model/Size</b>       | <b>Hours</b>                               | <b>Rental Vendor</b>            | <b>Unit Price</b>        |                                       |                      | <b>TOTAL</b>          |
| PC138 Excavator (R145)                    | 10   |                                 | \$ 110.00                |                                       |                      | \$ 1,100.00           |
| TL12 Skidsteer                            | 10   |                                 | \$ 73.00                 |                                       |                      | \$ 730.00             |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
| <b>Mob/Demob?</b>                         | <b>EQUIPMENT TOTAL</b>                     |                                 |                          |                                       |                      | <b>\$ 1,830.00</b>    |
| <b>Materials Used/Subcontractor***</b>    | <b>Quantity</b>                            | <b>Unit Type (SQ, CY, etc.)</b> | <b>Kissick Stock Y/N</b> | <b>VENDOR NAME order # / ticket #</b> | <b>Unit Price</b>    | <b>Extended Price</b> |
| 2 CY Concrete - 4K AE FA (curb)           | 1  | LS                              | N                        | Fordyce (191479)                      | \$ 240.02            | \$ 240.02             |
| Piping supplies                           | 1  | LS                              | N                        | KC Winwater (226778)                  | \$ 653.95            | \$ 653.95             |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
| <b>MATERIAL/SUBS TOTAL</b>                |  |                                 |                          |                                       |                      | <b>\$ 893.97</b>      |
| <b>***Attach receipts or pick tickets</b> | <b>Mark Up on Materials at <u>10</u> %</b> |                                 |                          |                                       |                      | <b>\$ 89.40</b>       |
| <b>GRAND TOTAL:</b>                       |  |                                 |                          |                                       |                      | <b>\$ 5,972.03</b>    |

\_\_\_\_\_  
KISSICK CONSTRUCTION CO. REPRESENTATIVE

\_\_\_\_\_  
OWNERS REPRESENTATIVE





**FORDYCE**  
 CONCRETE COMPANY, INC.  
 PO BOX 412173  
 KANSAS CITY, MO 64121-2173  
 PHONE: 913-345-2030 FAX: 913-345-8027

# INVOICE

| CUSTOMER NO. | DELIVERY DATE | INVOICE NO. | PAGE |
|--------------|---------------|-------------|------|
| 00010750     | 08/22/2017    | 191479      | 1    |

RECEIVED  
 AUG 29 2017  
 KISSICK CONSTRUCTION CO

Your account is subject to hold if payment is not received within 60 days of invoice date.

KISSICK CONSTRUCTION COMPANY  
 8131 INDIANA  
 KANSAS CITY, MO 64132

TERMS: NET 30 DAYS  
 A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE FINANCE CHARGE IS COMPUTED BY A PERIODIC RATE 1% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% OR A MINIMUM SERVICE CHARGE OF \$5.00 WHICHEVER IS GREATER

| PRODUCT CODE   | JOB NUMBER - JOB LOCATION - ADDRESS |           |                     | UNIT PRICE | TAX   | TOTAL  |
|--|-------------------------------------|-----------|---------------------|------------|-------|--------|
|  | QUANTITY                            | UNIT      | DESCRIPTION         |            |       |        |
|  | 001263 61ST & WOODSON               |           |                     |            |       |        |
|  | PO NUMBER: 17-003-28                |           |                     |            |       |        |
| A1C1542401   | 2.00                                | CY        | 4K AE FA (CURB)     | 89.500     | 17.18 | 179.00 |
| ME23   | 2.00                                | CY        | DELIVERY CHARGE     | 20.000     | 3.84  | 40.00  |
|  |                                     |           | TICKET DATE TOTALS: |            | 21.02 | 219.00 |
|  | TICKETS:                            | 052-22528 |                     |            |       |        |
|  | JOB TOTALS                          |           |                     | 219.00     | 21.02 | 240.02 |
| Tax code for the invoice is: [53] KS MISSION JO 9.600% |                                     |           |                     |            |       |        |

COPY

17-003-28 033000-800 -2

ATTN: MISSOURI CUSTOMERS - It is the express intent of the parties to this sale that delivery and/or transportation charges (separately stated) constitute a separate service apart from the sale. Title to the concrete passes to the buyer when the truck leaves the premises of the seller.

|            |        |
|------------|--------|
| AMOUNT DUE | 240.02 |
|------------|--------|

Remit To: KANSAS CITY



KANSAS CITY WINWATER CO.  
3939 A NE 33RD TERRACE  
KANSAS CITY, MO 64117

Original Invoice

| Page | Date Printed | Invoice No. |
|------|--------------|-------------|
| 1    | 8/22/17      | 226778 00   |

To Reorder Contact Us At  
Phone No. : (816) 459-8600  
Fax No .. : (816) 459-8622 DB# 16

RECEIVED  
AUG 24 2017  
KISSICK CONSTRUCTION CO

Sold To:

KISSICK CONSTRUCTION  
8131 INDIANA AVE  
KANSAS CITY, MO 64132-2507

Ship To:

JOHN: 816-365-1365  
61ST & WOODLAND

61ST & WOODLAND

|                                 |  |                             |                        |    |          |                         |
|---------------------------------|--|-----------------------------|------------------------|----|----------|-------------------------|
| Customer Number<br>00269-000338 | Customer Purchase Order<br>EMERGENCY BREAK | Salesman<br>017-CLINTON HOY | Type Shipment<br>Stock | OT | Ship VIA | Date Shipped<br>8/22/17 |
|---------------------------------|--|-----------------------------|------------------------|----|----------|-------------------------|

WINWATER APPRECIATES YOUR BUSINESS

| Units Ordered           | U/M | Item Description               | Units Shipped | B/C | Price   | Per | Discount | Extended | Tax |
|-------------------------|-----|--------------------------------|---------------|-----|---------|-----|----------|----------|-----|
| 28                      | FT  | 8X14 PVC SDR26 GASKET PIPE     | 28            |     | 4.8000  |     | .00      | 134.40   | T   |
| 2                       | EA  | 1002-88RC 8" STRONGBACK COUP   | 2             |     | 56.0000 |     | .00      | 112.00   | T   |
| 1                       | EA  | 1056-44RC PL X PL REPAIR COUP  | 1             |     | 19.7500 |     | .00      | 19.75    | T   |
| 2                       | EA  | 4 SDR26 HW SEWER 45            | 2             |     | 14.0000 |     | .00      | 28.00    | T   |
| 14                      | FT  | 4X14 PVC SDR26 GASKET PIPE     | 14            |     | 1.4000  |     | .00      | 19.60    | T   |
| 1                       | EA  | 6 SDR26 HW SEWER WYE           | 1             |     | 45.0000 |     | .00      | 45.00    | T   |
| 1                       | EA  | 067506 6X4 SDR26 SPGXGJ RED    | 1             |     | 24.0000 |     | .00      | 24.00    | T   |
| 2                       | EA  | 1056-66RC PL X PL REPAIR COUP  | 2             |     | 38.0000 |     | .00      | 76.00    | T   |
| 14                      | FT  | 6X14 PVC SDR26 GASKET PIPE     | 14            |     | 2.8000  |     | .00      | 39.20    | T   |
| 2                       | EA  | 1002-66RC STRONG BACK FERNCO 6 | 2             |     | 49.5000 |     | .00      | 99.00    | T   |
| 2                       | EA  | 1 QT OF LUBE                   | 2             |     | 4.0000  |     | .00      | 8.00     | T   |
| 17-003-28 033000-800 -2 |     |                                |               |     |         |     |          | 317.81   |     |
|                         |     |                                |               |     |         |     |          | 336.14   |     |

COPY

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.  
NET 30 DAYS

Pay full balance by 9/21/17

|                                |                |        |
|--------------------------------|----------------|--------|
| Tax Area ID:<br>MO - 260470690 | Net Sales      | 604.95 |
|                                | Freight        | .00    |
| State Tax % 4.225              | State Tax      | 25.56  |
| Local Tax % 3.875              | Local Tax      | 23.44  |
|                                | Invoice Amount | 653.95 |



When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (816) 459-8600.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at [www.winsupplyinc.com/tcsale](http://www.winsupplyinc.com/tcsale).





KANSAS CITY, MISSOURI

# EXTRA WORK TICKET

Location: 6090 Woodson St

Project: 17-003-28

Owner/Contractor: Mission City Hall

Date: 8/23/2017

DESCRIPTION OF WORK COMPLETED: Cut sidewalk grade. Poured sidewalk approx. 52' Hauled dirt back from parking lot. Helped Teague electric set 3 light poles.

| <b>Description - Labor/name</b>           | <b>Craft</b>                               | <b>S.T. Hours</b>               | <b>Unit Price</b>        | <b>O.T. Hours</b>                     | <b>OT Unit Price</b> | <b>TOTAL</b>          |
|---|--|---------------------------------|--------------------------|---------------------------------------|----------------------|-----------------------|
| WIEDENMANN, JOHN C                        | OPFHVY                                     | 10                              | \$ 82.36                 | 0                                     | \$ 113.86            | \$ 823.60             |
| SCOTT, DONALD                             | OPJHVY                                     | 9                               | \$ 78.52                 | 0                                     | \$ 108.11            | \$ 706.68             |
| JOHNSON, RICK J                           | LSHVY                                      | 9                               | \$ 65.08                 | 0                                     | \$ 89.14             | \$ 585.72             |
| RICHARDS, ANTHONY J                       | LSHVY                                      | 4                               | \$ 65.08                 | 0                                     | \$ 89.14             | \$ 227.78             |
| ALEMAN, AARON                             | FJHVY                                      | 4                               | \$ 70.36                 | 0                                     | \$ 93.92             | \$ 246.26             |
| KNUDSEN, ERIK                             | LSHVY                                      | 6                               | \$ 65.08                 | 0                                     | \$ 89.14             | \$ 357.94             |
| HAYES, ROGER                              | LSHVY                                      | 6                               | \$ 65.08                 | 0                                     | \$ 89.14             | \$ 357.94             |
| KISSICK, LLOYD J                          | CJBLD                                      | 5                               | \$ 86.55                 | 0                                     | \$ 115.41            | \$ 432.75             |
| <b>LABOR TOTAL</b>                        |  |                                 |                          |                                       |                      | <b>\$ 2,116.00</b>    |
| <b>Type of Equipment-Model/Size</b>       | <b>Hours</b>                               | <b>Rental Vendor</b>            | <b>Unit Price</b>        |                                       |                      | <b>TOTAL</b>          |
| PC138 Excavator (R145)                    | 10   |                                 | \$ 110.00                |                                       |                      | \$ 1,100.00           |
| TL12 Skidsteer                            | 9  |                                 | \$ 73.00                 |                                       |                      | \$ 657.00             |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
| <b>Mob/Demob?</b>                         | <b>EQUIPMENT TOTAL</b>                     |                                 |                          |                                       |                      | <b>\$ 1,757.00</b>    |
| <b>Materials Used/Subcontractor***</b>    | <b>Quantity</b>                            | <b>Unit Type (SQ, CY, etc.)</b> | <b>Kissick Stock Y/N</b> | <b>VENDOR NAME order # / ticket #</b> | <b>Unit Price</b>    | <b>Extended Price</b> |
| supplies - edger/groover                  | 1  | LS                              | N                        | Logan (inv.M40213)                    | \$ 28.41             | \$ 28.41              |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
|   |  |                                 |                          |                                       |                      | \$ -                  |
| <b>MATERIAL/SUBS TOTAL</b>                |  |                                 |                          |                                       |                      | <b>\$ 28.41</b>       |
| <b>***Attach receipts or pick tickets</b> | <b>Mark Up on Materials at <u>10</u> %</b> |                                 |                          |                                       |                      | <b>\$ 2.84</b>        |
| <b>GRAND TOTAL:</b>                       |  |                                 |                          |                                       |                      | <b>\$ 3,904.25</b>    |

KISSICK CONSTRUCTION CO. REPRESENTATIVE

OWNERS REPRESENTATIVE



**SALES INVOICE**

**REMIT TO:**  
 LOGAN CONTRACTORS SUPPLY, INC.  
 PO BOX 5283  
 DES MOINES, IOWA 50305-5283

RECEIVED

AUG 30 2017

KISSICK CONSTRUCTION

|              |          |
|--------------|----------|
| Invoice #    | M40213   |
| Invoice Date | 08-23-17 |
| Order #      | 548523   |
| Page         | 1        |

B 10819  
 I KISSICK CONSTRUCTION COMPA  
 L 8131 INDIANA AVENUE  
 L KANSAS CITY MO 64132  
 T UNITED STATES  
 O

S 00002  
 H KISSICK CONSTRUCTION COMPAN  
 I CPU AT OLATHE  
 P 00  
 T  
 O

| Order Date | Terms       | Customer P.O. # | Sales Rep | Ship Date | Ship Via | Loc/Whse |
|------------|-------------|-----------------|-----------|-----------|----------|----------|
| 08-23-17   | NET 30 DAYS | EXTRA WORK      | 000402    |           | CLM      | 04 KANP  |

| Part No | Description | Qty Ordered | Qty Shipped | Qty B/O | Unit Price | Extended Price |
|---------|-------------|-------------|-------------|---------|------------|----------------|
|---------|-------------|-------------|-------------|---------|------------|----------------|

|       |                            |   |   |  |       |       |
|-------|----------------------------|---|---|--|-------|-------|
| CF034 | EDGER/GROOVER, 6"X8"-3/8"R | 1 | 1 |  | 25.95 | 25.95 |
|-------|----------------------------|---|---|--|-------|-------|

*plu for  
 Wage*

**COPY**

*17-003-28 033000-800 -2*

*Gus L Cox*

4114 State Street - Bettendorf, IA 52722 - 563-441-2949 - (Fax) 563-441-2953  
 4101 106th Street - Des Moines, IA 50322 - 515-253-9048 - (Fax) 515-253-9491  
 1325 S. Enterprise Dr. - Olathe, KS 66061 - 913-768-1551 - (Fax) 913-768-1171  
 6544 L Street - Omaha, NE 68117 - 402-339-3900 - (Fax) 402-597-0694  
 www.logancontractors.com

|              |              |
|--------------|--------------|
| SUBTOTAL     | 25.95        |
| TAX          | 2.46         |
| <b>TOTAL</b> | <b>28.41</b> |

A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS



KANSAS CITY, MISSOURI

# EXTRA WORK TICKET

Location: 6090 Woodson St

Project: 17-003-28

Owner/Contractor: City of Mission KS - Mission City Hall

Date: 8/24/2017

DESCRIPTION OF WORK COMPLETED: Spread black dirt and cleaned up

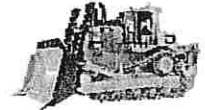
| <u>Description - Labor/name</u>            | Craft                                      | S.T. Hours               | Unit Price        | O.T. Hours                     | OT Unit Price | TOTAL            |
|--|--|--------------------------|-------------------|--------------------------------|---------------|------------------|
| WIEDENMANN, JOHN C                         | OPFHVY                                     | 3                        | \$ 82.36          | 0                              | \$ 113.86     | \$ 247.08        |
| SCOTT, DONALD                              | OPJHVY                                     | 2                        | \$ 78.52          | 0                              | \$ 108.11     | \$ 157.04        |
| JOHNSON, RICK J                            | LSHVY                                      | 2                        | \$ 65.08          | 0                              | \$ 89.14      | \$ 130.16        |
| KNUDSEN, ERIK                              | LSHVY                                      | 5                        | \$ 65.08          | 0                              | \$ 89.14      | \$ 325.40        |
| KISSICK, LLOYD J                           | CJBLD                                      | 5                        | \$ 83.55          | 0                              | \$ 115.41     | \$ 417.75        |
| <b>LABOR TOTAL</b>                         |  |                          |                   |                                |               | \$ 534.28        |
| <u>Type of Equipment-Model/Size</u>        | Hours                                      | Rental Vendor            | Unit Price        |                                |               | TOTAL            |
|  |  |                          |                   |                                |               | \$ -             |
|  |  |                          |                   |                                |               |                  |
|  |  |                          |                   |                                |               |                  |
| <u>Mob/Demob?</u>                          | <b>EQUIPMENT TOTAL</b>                     |                          |                   |                                |               | \$ -             |
| <u>Materials Used/Subcontractor***</u>     | Quantity                                   | Unit Type (SQ, CY, etc.) | Kissick Stock Y/N | VENDOR NAME order # / ticket # | Unit Price    | Extended Price   |
| Demob of R145 & TL12                       | 1  | LS                       | N                 | Ernie Rieke Eqmt.              | \$ 250.00     | \$ 250.00        |
|  |  |                          |                   |                                |               | \$ -             |
|  |  |                          |                   |                                |               | \$ -             |
|  |  |                          |                   |                                |               | \$ -             |
|  |  |                          |                   |                                |               | \$ -             |
|  |  |                          |                   |                                |               | \$ -             |
|  |  |                          |                   |                                |               | \$ -             |
|  |  |                          |                   |                                |               | \$ -             |
| <b>MATERIAL/SUBS TOTAL</b>                 |  |                          |                   |                                |               | \$ 250.00        |
| <b>*** Attach receipts or pick tickets</b> | <b>Mark Up on Materials at <u>10</u> %</b> |                          |                   |                                |               | \$ 25.00         |
| <b>GRAND TOTAL:</b>                        |  |                          |                   |                                |               | <b>\$ 809.28</b> |

KISSICK CONSTRUCTION CO. REPRESENTATIVE

OWNERS REPRESENTATIVE

**Ernie Rieke Equipment Company Inc**

3311 Merriam Lane  
 Kansas City, KS 66106-4698  
 (816)223-0929  
 riekeequipment@aol.com



**BILL TO**

Kissick Construction  
 8131 Indiana Ave  
 Kansas City, Missouri  
 64132

APPROVED

**INVOICE #** 26692

**DATE** 09/06/2017

**DUE DATE** 10/06/2017

**TERMS** Net 30

| DATE       | ACTIVITY   | AMOUNT             |
|------------|--|--------------------|
| 08/17/2017 | BM 1300-1. 69th & Bales to Kissick yard          | 16-052 - 250.00    |
| 08/18/2017 | (rental) 210. Corporate Plaza to Murphy Tractor  | 16-090 - 300.00    |
| 08/21/2017 | (rental) PC 138. RB yard to 38th & Freemont      | 16-052 - 250.00    |
| 08/21/2017 | (rental) 750. Herc to Grain Valley Dump          | 16-106 - 300.00    |
| 08/21/2017 | D 61-1. Grain Valley Dump to Kissick yard        | D-6-01 - 300.00    |
| 08/21/2017 | (rental) PC 138. RB yard to 38th & Freemont      | Dont pay - 250.00  |
| 08/22/2017 | (rental) WA 500. Granite yard to RB yard         | 10-031 - 250.00    |
| 08/23/2017 | ex 228-03. UPS to Tri County                     | 17-018 - 300.00    |
| 08/23/2017 | (rental) PC 360i. Tri County to UPS              | 17-026 - 300.00    |
| 08/23/2017 | MG 655-02. Tonganoxie Armory to LaCygne Plant    | 17-050 - 400.00    |
| 08/23/2017 | MG 773-01. LaCygne to Murphy yard                | 17-050 - 350.00    |
| 08/24/2017 | BM 1300-1. Kissick yard to 69th & Bales          | 16-052 - 250.00    |
| 08/24/2017 | TR 3588-1. Kissick yard to LaCygne               | 17-050 - 400.00    |
| 08/24/2017 | PC 138-6. 100 Acres to 3612 Karnes               | 17-001-30 - 250.00 |
| 08/24/2017 | RC 815-01. latan to Hawthorne                    | 17-036 - 400.00    |
| 08/24/2017 | (rental) R 145 / TL 12. Mission City Hall to VLP | 17-003-28 - 250.00 |
| 08/25/2017 | ex 360-03. Move on Site @ Tri County             | 17-018 - 250.00    |
| 08/25/2017 | WA 200-1. Hawthorne to latan                     | 16-053 - 250.00    |
| 08/25/2017 | WA 280-1. RB Service to UPS                      | 17-026 - 250.00    |
| 08/25/2017 | WA 500-2. UPS to Kissick yard                    | 17-026 - 300.00    |
| 08/25/2017 | ex 360-05. OP-1 to Mid Blue                      | 16-052 - 300.00    |
| 08/25/2017 | ex 228-02. Mid Blue to Arterra                   | 17-062 - 300.00    |

THANK YOU FOR YOUR BUSINESS

BALANCE DUE

~~\$6,450.00~~

\$6,200.00

PLEASE READ CAREFULLY: All merchandise sold "As is where is" "Specified or otherwise." Payments tendered by check or other than cash are conditional only; and title to merchandise shall not pass to buyer until check or other instruments shall have first been paid by drawee.

Rieke Equipment Co., shall have no liability or be held accountable for any consequential damage or loss of profits.

Riek  
 White  
 Jhans





# EXTRA WORK TICKET

**KANSAS CITY, MISSOURI**

**Location:** 6090 Woodson St **Project:** 17-003-28

Owner/Contractor: City of Mission Kansas Date: 8/25/2017

DESCRIPTION OF WORK COMPLETED: emergency repair work - sodding

| <u>Description - Labor/name</u>        | Craft                                      | S.T. Hours               | Unit Price        | O.T. Hours                     | OT Unit Price | TOTAL              |
|--|--|--------------------------|-------------------|--------------------------------|---------------|--------------------|
| KNUDSEN, ERIK                          | LSHVY                                      | 6                        | \$ 65.08          | 0                              | \$ 89.14      | \$ 357.94          |
| KISSICK, LLOYD J                       | CJBLD                                      | 6                        | \$ 83.55          | 0                              | \$ 105.35     | \$ 459.53          |
| <b>LABOR TOTAL</b>                     |  |                          |                   |                                |               | <b>\$ 817.47</b>   |
| <u>Type of Equipment-Model/Size</u>    | Hours                                      | Rental Vendor            | Unit Price        |                                |               | TOTAL              |
|  |  |                          |                   |                                |               | \$ -               |
| Mob/Demob? _____                       | <b>EQUIPMENT TOTAL</b>                     |                          |                   |                                |               | <b>\$ -</b>        |
| <u>Materials Used/Subcontractor***</u> | Quantity                                   | Unit Type (SQ, CY, etc.) | Kissick Stock Y/N | VENDOR NAME order # / ticket # | Unit Price    | Extended Price     |
| Fescue (sodding)                       | 1  | LS                       | N                 | Austin Farms                   | \$ 1,147.50   | \$ 1,147.50        |
| credit for pallet deposit              | 4  | EA                       | N                 | Austin Farms                   | \$ (20.00)    | \$ (80.00)         |
|  |  |                          |                   |                                |               | \$ -               |
|  |  |                          |                   |                                |               | \$ -               |
|  |  |                          |                   |                                |               | \$ -               |
|  |  |                          |                   |                                |               | \$ -               |
|  |  |                          |                   |                                |               | \$ -               |
|  |  |                          |                   |                                |               | \$ -               |
| <b>MATERIAL/SUBS TOTAL</b>             |  |                          |                   |                                |               | <b>\$ 1,067.50</b> |
| ***Attach receipts or pick tickets     | <b>Mark Up on Materials at <u>10</u> %</b> |                          |                   |                                |               | <b>\$ 106.75</b>   |
| <b>GRAND TOTAL:</b>                    |  |                          |                   |                                |               | <b>\$ 1,991.72</b> |

\_\_\_\_\_  
KISSICK CONSTRUCTION CO. REPRESENTATIVE

\_\_\_\_\_  
OWNERS REPRESENTATIVE

# Austin Farms Sodding, Inc.

1120 SE Century Drive  
 Lee's Summit, MO 64081  
 816-246-4489 Office 816-246-4355 Fax  
 www.austinfarms.com

# Invoice

|   |           |             |
|---|-----------|-------------|
| ACCEPTING ALL<br>MAJOR CREDIT CARDS<br>2% Convenience Fee Charged | DATE      | INVOICE NO. |
|   | 8/25/2017 | 16167       |

|  |  |
|--|--|
| BILL TO  | Job Location   |
| Kissick Construction<br>8131 Indiana Ave<br>Kansas Ciy, MO 64132 | 6090 Woodson Road<br>Mission, KS<br><i>Mission City Hall</i> |

|                        |              |           |         |              |     |
|------------------------|--------------|-----------|---------|--------------|-----|
| EMAIL                  | TERMS        | DUE DATE  | CONTACT | PHONE        | REP |
| dkissick@kissickco.com | UPON RECEIPT | 8/25/2017 | David   | 816-363-5530 | AW  |

| ITEM                    | DESCRIPTION  | QTY   | RATE  | AMOUNT             |
|-------------------------|--|-------|-------|--------------------|
| Fescue                  | Fescue Delivered   | 190   | 5.50  | 1,045.00           |
| Pallet Deposit          | <b>Pallet Deposit</b><br>*Refundable upon return of pallets to office<br>*Pallets can not be picked up by Austin Farms Sodding | 4     | 20.00 | 80.00              |
| Other                   | 2% Convenience Charge  | 1,125 | 0.02  | 22.50              |
| <b>TOTAL</b>            |  |       |       | <b>\$1,147.50</b>  |
| <b>Total Due</b>        |  |       |       | <b>\$1,147.50</b>  |
| <b>Payments/Credits</b> |  |       |       | <b>-\$1,147.50</b> |
| <b>Balance Due</b>      |  |       |       | <b>\$0.00</b>      |

**COPY**

*Not Present*

AUSTIN FARMS SODDING  
 1120 SE CENTURY DR  
 LEES SUMMIT, MO. 64081  
 TERMIDH. I.D.: 001234000002490630900  
 MERCHANT #: 8022405305  
 VISA P/CARD \*\*\*\*\*0033 \*  
 SALE  
 RECORD #: 3  
 DATE: AUG 24, 17  
 TIME: 10:17  
 BATCH: 363  
 AUTH: 024383  
 JUST CODE: 6090  
 BUS RESPONSE: Y  
 CUV2 RESPONSE: S  
 ADDRESS AND 5 DIGIT ZIP MATCH

I AGREE TO PAY ABOVE TOTAL AMOUNT  
 ACCORDING TO CARD ISSUER AGREEMENT  
 (MERCHANT AGREEMENT IF CREDIT VOUCHER)  
 MERCHANT COPY

### WARRANTY

**SOD DOES NOT HAVE A WARRANTY !!**

SOD IS DELIVERED AND INSTALLED IN A LIVE AND VIABLE CONDITION. DUE TO THE FACT IT IS A PERISHABLE PRODUCT, WE ARE UNABLE TO OFFER A GUARANTEE AFTER IT LEAVES OUR CONTROL. SOD CONSISTS OF LIVING PLANTS, AND ITS CONTINUED SURVIVAL IS DEPENDENT UPON THE BUYER'S HANDLING AND MAINTENANCE. BUYER ASSUMES ALL RISKS OF DAMAGE TO OR LOSS OF THE SOD FROM ANY CAUSE AFTER THE POINT OF DELIVERY, INSTALLATION, OR AGREED UPON MAINTENANCE.

### NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.,RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

17-003-28 - 033000 - 800 (2)