

ITEM: Discuss Multi-Purpose Community Facility – Supporting Workforce, Health/Wellness, and Childcare

Meeting DATE: December 7, 2023
TO: City of De Soto Council and Mayor
FROM: Mike Brungardt, P.E., City Administrator
CC: City Staff via Electronic Packet Distribution
EXHIBITS: Exhibit A: Project Need
Exhibit B: BNIM Agreement
Exhibit C: Letters of Support

Summary:

- At the October 4th, 2023 Council workshop there was a discussion about pursuing a grant opportunity through the [Kansas Children’s Cabinet & Trust Fund](#) (KCCTF) under the Capital Projects Fund Accelerator grants (CPF Accelerator) program to construct a community center that could house childcare, recreation, and health-related services. The grant application is due December 18th.
- We have spent the past few months pursuing the issue and have concluded that the grant application submittal would require significant policy decisions from the governing body relating to financial and operational commitments that are too broad to resolve in such a short timeframe and are therefore recommending that we forgo the grant application.
- We place this item on the agenda as a discussion item to update the Council on the progress of the last few months, outline the resulting scope of the project and potential partner entity relationships, and begin the process of a more deliberate conversation about the City’s role in the construction and operation of a community center facility.
- Submitting the grant application does not commit the city to implement the project. That obligation would come later if funds are awarded. If the Council desires to move forward with the KCCTF grant, there is still an opportunity to do so. In that event, the Council would need to take the following actions at the December 7, 2023 meeting:
 - a. Authorize the City Administrator to request up to \$20 Million from the Kansas Children’s Cabinet & Trust Fund (KCCTF) under the Capital Projects Fund Accelerator grants (CPF Accelerator) program to construct a space designed to provide a community-driven, holistic approach to meeting the unique needs of regional workers and resident families with young children. (40,000 square foot facility including 10,000 square feet childcare facility).
 - b. Authorize the City Administrator to enter into an agreement with BNIM to prepare a conceptual design of the building required for grant application submittal.
 - c. Authorize the City Administrator enter negotiations with the University of Kansas Health Systems to purchase up to 10 acres of property at North of K-10, South of De Soto High

acres). This site is ideal because it is within the City Limits of De Soto and north of K-10 where most of the community is currently located. It has excellent highway access and is already on a primary arterial road. It is near existing and proposed job centers and next to De Soto High School. The facility would be allowed by right because the land is zoned commercial. It is currently undeveloped agricultural land use with existing infrastructure to support development.

Timeline:

If we pursue the KCCTF grant, construction would need to be completed by June 30, 2026. Otherwise, the timeline is TBD.

City of De Soto, Kansas Role & Obligation Under the KCCTF Grant Process: The City of De Soto, Kansas would serve as the project sponsor for the facility and lead applicant for the CPF Accelerator grant. The grant is administered by the KCCTF is funded on a cost reimbursement basis. The City of De Soto, Kansas would need to front the project design, programming, and construction funds for reimbursement by the grant if awarded and follow all state and federal requirements.

Design, programming, and construction dollars will be requested from [Kansas Children's Cabinet & Trust Fund](#) (KCCTF) will fund Capital Projects Fund Accelerator grants (CPF Accelerator) to eligible applicants. The City of De Soto will apply for a CPF Accelerator grant to construct a space designed to provide a community-driven, holistic approach to meeting the unique needs of regional workers and resident families with young children.

Application Deadline (if pursued): December 18 (Round 2), at 5:00 p.m. CT

Project Timeline: The CPF Accelerator grant funding timeline runs through September 30, 2025. There may be an opportunity for a no-cost time extension through June 30, 2026, to complete the project if sufficient progress has been documented.

Project Budget & Source of Funding

\$20 Million Design & Construction Funds (Grant): A maximum of \$38 Million will be awarded through this RFP, supporting capital investments and construction incurred during the project period. No operating expenses can be supported by these grant funds. The (KCCTF) will fund a limited number of Capital Projects Fund Accelerator grants (CPF Accelerator) to eligible applicants.

There is no set minimum or maximum award amount. The KCCTF aims to make individual awards in the range of \$500,000 to \$5,000,000 and issue between \$26 Million - \$28 Million total in the second round (due Dec 18). This grant application will exceed the \$5 million range. Information about the CPF Accelerator is available on the (AIFKK) website (Communities tab) <https://allinforkansaskids.org/communities/>.

The Capital Projects Fund Accelerator grant is made possible by the US Treasury (Treasury) under the Coronavirus Capital Projects Fund (CPF) program established by section 604 of the Social Security Act

(SSA), as added by section 9901 of the American Rescue Plan Act (ARPA) of 2021.

\$3 Million Minimum Match from City: There is a **15% asset match amount** required for this grant. Assets considered eligible for the 15% match include cash from non-federal sources, land (appraised at fair market value), or other physical facilities and resources deemed necessary for project operations. The more local funds contributed, the more points awarded on the grant application. \$3 million is the minimum match on a \$20 million grant application.

The city of De Soto will need to extend utilities to serve the site. Costs to extend utilities to the site are not eligible for federal grant funding. Utilities and infrastructure needed on the site to support the facility are part of the eligible grant costs.

To complete the grant application by the December 18 deadline, conceptual design of the facility is needed. An agreement for the work needed to submit the grant is included as **Exhibit B. Design Services Agreement with BNIM.**

Facility Operational Costs: For the grant application, the City would partner with the YMCA of Greater Kansas City to operate the facility’s wellness and childcare programming. A partnership with the YMCA makes sense for this type of facility for the following reasons:

- The YMCA of Greater Kansas City has delivered high-quality youth development, healthy living and social responsibility programs to the Kansas City region for more than 160 years.
- Local governments across the region partner with the YMCA to provide healthy living programming and
- YMCA Of Greater Kansas City operates a multi-level childcare operation across the Kansas City metropolitan area and serves over 3,500 children in childcare services each day.
- As a non-profit organization, the YMCA can make memberships and all programs and services accessible to all by providing financial assistance that is not funded by tax revenue.
- Within a 5-year period, the YMCA has a track record of fully recovering costs of facility and operations. Local governments operating similar facilities subsidize from 10% to 40% of their annual operating budgets with tax revenues, with some larger and more comprehensive facilities requiring even higher subsidies.
- Contracting for operations, facilities and programming offers more flexibility in programming and reduces the risk to local taxpayers.

Pro Forma Financials (based upon a 60,000 square foot facility including 10,000 sqft for childcare)					
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Revenues					
Contributions	25,000	30,000	45,000	50,000	55,000
United Way	-	-	-	-	-
Grants	-	-	-	-	-

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Membership Dues	253,366	760,097	1,013,463	1,043,867	1,075,183
Child Care Fees	100,000	102,000	104,000	106,100	108,200
Camp Fees	75,000	76,500	78,000	79,600	81,200
Program Fees	100,000	102,000	104,000	106,100	108,200
Facility Rentals	10,000	10,200	10,400	10,600	10,800
Total Revenue	\$563,366	\$1,080,797	\$1,354,863	\$1,396,267	\$1,438,583
Expenses					
Salaries	728,353	739,300	750,400	761,700	773,100
Taxes & Benefits	160,238	162,646	165,088	167,574	170,082
Supplies	66,000	66,700	67,400	68,100	68,800
Occupancy	400,000	404,000	408,000	412,100	416,200
Equipment Expenses	45,000	45,500	46,000	46,500	47,000
Marketing	45,000	30,000	18,000	18,200	18,400
Fitness Equipment Lease	75,000	75,000	75,000	75,000	75,000
Total Expense	1,519,591	1,523,146	1,529,888	1,549,174	1,568,582
DIRECT NET	(956,225)	(442,349)	(175,025)	(152,907)	(129,999)
Management Fee	(84,505)	(162,120)	(203,229)	(209,440)	(215,787)
NET AFTER MGMT FEE	\$(1,040,730)	\$(604,468)	\$(378,254)	\$(362,347)	\$(345,787)
The City of De Soto would fund the operating cost deficit for the first 5 years. The facility is projected to operate in the black after the first five years.					
MEMBERSHIP UNITS	575	1,150	1,150	1,150	1,150

Project Partners to Potentially Offset First Five-Year Operational Deficit: We've been in discussions with leaders from the City of De Soto, business, education, and health sectors to best meet the multi-layered needs of their community's employees, patients, and families in pursuit of this grant application. These partners can benefit the City of De Soto long-term as follows:

-
- Partner agencies can expand services and programming offered from the facility benefiting community quality of life and business expansion efforts.
 - De Soto city taxpayers benefit when partner agencies offset operational and facility costs by leasing space to offer programming and utilize these facilities.

De Soto School District

Programming: De Soto School District is actively preparing students for careers in manufacturing, distribution, and tech through programs like USD 232's Cedar Trails Exploration Center, part of De Soto's award-winning school district. This program prepares students with STEM classes and hands-on partnerships with local businesses and industries so that they're ready to take on the in-demand jobs in the region. The proximity of this facility to De Soto high school and expanding businesses offer more space to connect major employers and students through job fairs and other innovative programming.

Facility Use: De Soto School District sees opportunity to use the facility to accomplish their goals:

- De Soto School District is also interested in exploring opportunities to train students in early childhood education at the facility.
- De Soto School District is interested in potentially contributing to the costs of an 8-lane pool and diving well for their swim/dive team practice.

University of Kansas Health Systems

The University of Kansas Health System is interested in leasing 10,000 sf to 16,000 square feet for a clinical presence in the facility. Specific services will be determined by several factors, including community and business needs, health system resources to support those needs and timing. Service offerings would be determined through continued planning and needs assessments.

The facility could be designed to be able to add on space for this type of request.

Workforce Partnership

We are in discussions with Workforce Partnership, Inc about offering services in the facility. Workforce Partnership offers a workforce development system that meets the needs of both job seekers and employers throughout the Kansas City area. They operate a network of career centers in Johnson, Leavenworth, and Wyandotte counties offering professional expertise and funding resources to employers and eligible job seekers.

Major Employers

De Soto is already home to global manufacturing companies as well as educational and government agencies with childcare, wellness and workforce development needs.

A nearby wellness, childcare, and healthcare facilities can contribute to a healthier, happier, and more productive workforce, ultimately benefiting employers by reducing costs, attracting and retaining talent, and enhancing their overall corporate image and competitiveness.

We've been in discussions with these employers and will work with them to design a facility and programming that benefit them and further economic expansion and attraction to De Soto.

Major Employer	# of Employees 2022	NAICS Industry	Industry Description
De Soto USD 232	990	Educational services, and health care and social assistance	Education
Huhtamaki Americas, Inc.	450	Manufacturing	Paper Products Mfg.
Engineered Air	281	Manufacturing	Large HVAC Mfg.
Merck Animal Health	213	Manufacturing	Large Animal Pharmaceutical
Custom Foods	130	Manufacturing	Frozen Bread Mfg.
Rehrig Pacific	100	Manufacturing	Plastic Containers/Pallets Mfg.
Hillside Village of De Soto	80	Educational services, and health care and social assistance	Skilled Nursing & Assisted Living
City of De Soto	35	Public Administration	Local Government

We will ask these employers and others to guarantee a certain number of childcare slots and employee membership and programming for future employees.

CONCLUSOIN:

Staff recommends that we forgo the grant opportunity from the KCCTF but continue the work that has been started with partner entities with more in-depth discussions with the Council and community throughout 2024.

If the Council wants to move forward with the grant application, please consider the following:

- Authorize the City Administrator to request up to \$20 Million from the Kansas Children’s Cabinet & Trust Fund (KCCTF) under the Capital Projects Fund Accelerator grants (CPF Accelerator) program to construct a space designed to provide a community-driven, holistic approach to meeting the unique needs of regional workers and resident families with young children. (40,000 square foot facility including 10,000 square feet childcare facility).
- Authorize the City Administrator to enter into an agreement with BNIM to prepare a conceptual design of the building required for grant application submittal.
- Authorize the City Administrator enter negotiations with the University of Kansas Health Systems to purchase up to 10 acres of property at North of K-10, South of De Soto High School at 91st/Lexington Avenue if the grant application is awarded to the City of De Soto and the grant award is accepted by the City Council.

**End of Memo
Exhibits to Follow**



Project Drivers

Southwest Growth Area: The Southwest Growth Area, with its 10,000+ acres of developable land, could mean 20,000 jobs are coming to De Soto over the next decade. The area includes the Flint Commerce Center and Astra Enterprise Park.

Flint Commerce Center: Flint Commerce Center, a \$390 million industrial-space park occupies 108 acres at 103rd St. & Edgerton. The space will house six facilities, ranging from 7 - 30 acres in size, used for industrial, manufacturing, and distribution purposes.

Astra Enterprise Park: Astra Enterprise Park (formerly known as Sunflower Army Ammunitions Plant) is the new home to Panasonic. Panasonic is a \$4 billion investment with an estimated annual economic impact of \$2.5 Billion per year to our region. The manufacturing facility is expected to produce 4,000 direct jobs with an average salary of \$60,000 per year and 3,800 ancillary jobs. The facility will run 24/7 with various shifts expected to begin production in Spring, 2025. The manufacturing facility will be built on 300 acres, which is less than 10 percent of the entire Astra Park.

Other Development Opportunity Areas: There are 1,000 – 1,500 Acres located along K-10 zoned for retail, multi-family housing, hotel, convenience, and entertainment. This is another 500 – 1,000 potential jobs.

Project Need

The De Soto community, led by the City of De Soto, KS is positioned to make transformational investments in coordinated solutions to accommodate the current and future needs for childcare, employment, education, wellness, and health monitoring.

During the Designing De Soto planning process, the De Soto community identified the top community needs as: housing, childcare, workforce development, health and wellness opportunities. The community participated in a statistically valid community survey, online questionnaires, public workshops, and advisory committee meetings to come to consensus on the community priorities and needs.

- *Housing:* Prior to Panasonic announcement, De Soto was positioned to grow rapidly. Today, over 1,500+ housing units are in the planning pipeline.
- *Workforce Development:* De Soto is already home to manufacturing jobs at Huhtamaki Americas, Inc., Merck Animal Health, Engineered Air, Custom Foods, and Rehrig Pacific. But the jobs of the future will require different technical skills than current manufacturing jobs.
- *Childcare:* Prior to the development boom in De Soto, there was a lack of quality childcare facilities. One facility recently closed.
- *Health & Wellness:* A community center and indoor fitness facility was requested by community members during the community survey and Designing De Soto process.



**De Soto, Kansas was projected to
GROW PRIOR to the announcement of Panasonic**

DE SOTO, KANSAS Population Projection		DE SOTO, KANSAS Households Projection		DE SOTO, KANSAS Employment Projections	
2020 Population	7,579	2020 Households	2690	2020 Employment	3016
2030 Population	10,982	2030 Households	4241	2030 Employment	3676
Pct. Change	45%	Pct. Change	37%	Pct. Change	18%
2040 Population	17,936	2040 Households	7531	2040 Employment	4672
Pct. Change	63%	Pct. Change	44%	Pct. Change	21%
2050 Population	21,082	2050 Households	9110	2050 Employment	5424
Pct. Change	18%	Pct. Change	17%	Pct. Change	14%



Projected impact of Panasonic Facility #1:

In addition to the 4,000 new Panasonic manufacturing jobs, 55 additional manufacturing jobs are projected. The next largest increase in jobs includes: 2,332 in service industry, 911 in trade and 402 in TIPU (transportation, information, and public utilities). Many of these workers will come from outside De Soto within a 10-to-30-mile radius.

	Panasonic Impact	10-mile radius	Impact to Workforce 10-mile radius	30-mile radius	Impact to Workforce 30-mile radius	45-mile radius	Impact to Workforce 45-mile radius
Industry	Additional Jobs	Current # of Employees	% Change	Current # of Employees	% Change	Current # of Employees	% Change
Manufacturing	4,055	3,151	129%	61,661	7%	82,694	5%
Retail Trade	2,332	2,678	115%	110,467	2%	155,026	2%
Wholesale Trade	911	1,691	186%	45,154	2%	59,399	2%
TIPU	402	389	97%	30,305	1%	38,201	1%
TOTAL	7,700	7,909	103%	247,587	3%	335,320	2%

WSU & ESRI, 2023

Childcare facilities for children aged birth to 5 are indispensable for manufacturing and shift workers, as they address the unique challenges these employees face due to their non-traditional work schedules. Providing such facilities can lead to improved work-life balance, higher job satisfaction, reduced absenteeism, and increased productivity, benefiting both the employees and the manufacturing company. Most workers prefer their child age birth to 5 in childcare near their workplace rather than near their home.





11/22/23

Sheila Shockey
Shockey Consulting
7944 Santa Fe Dr
Overland Park KS 66204

Re: DeSoto YMCA and Childcare Center (the "Project")
Agreement for Conceptual Design Services

Dear Sheila and City of DeSoto:

BNIM is pleased to provide the following agreement for architectural services for the conceptual design of a community center and childcare facility in DeSoto Kansas. The following is our understanding of the project scope, proposed fee, duration and other terms and conditions.

Project Goals, Scope, and Understanding

This agreement is based on our understanding of the project's intent from phone calls with Steve Scraggs (YMCA) Sheila Shockey (Shockey Consulting,) and Brandon Mills (City of DeSoto.) The square footage for the building was provided by Mark Hulet of the YMCA and anticipates a 50,000 GSF community center with an additional 10,000 GSF of childcare space. The intent of this conceptual plan development is to meet the grant requirement for architectural floor plans and building renderings.

Deliverables

The deliverables for this project are a conceptual site plan, conceptual building plans, and 3D rendering of the proposed project for inclusion via addendum to a grant application written by Shockey Consulting on behalf of the city of DeSoto Kansas.

The Owner's anticipated dates for commencement and Substantial Completion of the work are as follows:

Project Schedule

Commencement: 11/17/2023
Substantial Completion: 12/16/2023

BNIM will manage services, consult with your team, research applicable design criteria, communicate with members of the Project team and report progress. Based on the short duration of this effort, BNIM will provide one progress set of

2460 PERSHING RD
SUITE 100
KANSAS CITY
MO 64108
816 783 1500

317 6TH AVE
SUITE 100
DES MOINES
IA 50309
515 974 6462

845 15TH ST
SUITE 103
SAN DIEGO
CA 92101
619 795 9920

BNIM.COM

documents (anticipated December 7th) and meet virtually to discuss owner feedback and comment.

The Client shall provide full information regarding the requirements for the Project, and BNIM shall be entitled to rely upon the accuracy and completeness of such information.

Fees, Invoices, and Payments

BNIM proposes to be compensated based on a Lump Sum Fee of \$20,000 plus Reimbursable Expenses as further defined below. The Fee shall not be exceeded without the written approval of the Client.

Reimbursable Expenses are in addition to compensation for basic and additional services and include expenses incurred by BNIM and its consultants directly related to the Project as follows: long distance phone calls, express mail, delivery services, photography, copying, scanning, printing, computer plotting costs, travel expenses, mileage. Please see **Exhibit A** for a breakdown of these expenses. Reimbursable Expenses shall be billed at one and one-tenth (1.1) times actual cost for administrative handling.

Payment for services shall be made monthly in proportion to the services performed. Payments are due and payable within thirty (30) days of receipt of BNIM's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at one and one-half percent (1.5%) per month (18% annual percentage rate) on the balance owed. Client agrees to pay all expenses incurred in connection with the collection of amounts owed, including, but not limited to, collection fees, attorneys' fees, and court costs.

Additional Services

Services not included in BNIM's scope, above, will be invoiced at BNIM's hourly rates per **Exhibit A**, as attached hereto, or at the rate charged by the professional involved. Those services might include, but are not necessarily limited to: detailed specifications, subsurface investigation, estimating, construction administration and observation, shop drawing review, site visits, meetings with the City, interior design and/or elevations, landscape design, civil engineering, mechanical and electrical engineering, site plan, surveying, and permit application.

BNIM will ask the Client to authorize any additional services in writing prior to the commencement of such Additional Services.

If the services covered by this Agreement have not been completed by the dates defined by the agreed upon project schedule, through no fault of the BNIM, extension of BNIM's services beyond that time shall be compensated as Additional Services.

Please see **Exhibit B** Miscellaneous Terms and Conditions for this Agreement, attached hereto, for other terms and conditions that are to be incorporated into this letter agreement.

BNIM appreciates the opportunity to team with you regarding this exciting Project. I would gladly meet with you to discuss this document to answer any questions you and/or your associates may have regarding this proposed scope and fee. If this proposal meets with your approval, please sign below and return one copy to our office.

Sincerely,



Craig Scranton
Principal
BNIM

Attachments

Approved: _____

Date: _____

Exhibit A

Effective February 1, 2023

Hourly Professional Service Rates

Principal	\$260 - \$500
Vice President	\$300
Associate Principal 1	\$225
Associate Principal 2	\$190
Associate 1	\$185
Associate 2	\$160
Associate 3	\$145
Senior Design Professional	\$175
Design Professional 1	\$150
Design Professional 2	\$125
Design Professional 3	\$110
Intern	\$75
Administrative	\$100
Senior Administrative	\$185
Information Services	\$210
Graphics	\$175

Reimbursable Expense Rates

Mileage	65.5¢ per mile*
Parking	At Cost
Car Rental	At Cost
Air Travel	At Cost
Hotel	At Cost
Meals	At Cost
Telephone	At Cost
Delivery / Postage	At Cost
B&W copies / prints	15.4¢ per s.f. - (10¢ per 8.5 x 11)
Color prints	\$1.54 per s.f. - (\$1.00 per 8.5 x 11)
PDF copies	7.69¢ per s.f. - (5¢ per 8.5 x 11)
Bond plots	30.0¢ per s.f.
Color plots	\$3.00 per s.f.
Mylar / Color photo plots	\$6.00 per s.f.

* Or current allowable reimbursement rate established by the Internal Revenue Service.

Exhibit B

Miscellaneous Terms and Conditions for this Agreement

I. Ownership of Documents

BNIM and its consultants shall be deemed the authors and owners of their respective instruments of service, including but not limited to drawings and specifications ("Instruments of Service"), and shall retain all common law, statutory and other reserved rights, including copyrights. In the event Instruments of Service are used without retaining the author of the Instruments of Service to complete its services, Client releases BNIM and its consultants from all claims and causes of action arising from such uses. Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless BNIM and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the use of the Instruments of Service without the direct professional involvement of BNIM and its consultants.

II. Transfer of Documents

It is understood that from time-to-time Client may request BNIM to transfer its Instruments of Service to third parties for use in cost estimating purposes. The transfer or distribution of Instruments of Service to third parties is not to be construed as a publication in derogation of the reserved rights of BNIM and its consultants consistent with the terms described above. Payment in full for all

amounts due and owing BNIM is an express condition precedent to any transfer of Instruments of Service. The use of BNIM's Instruments of Service shall be at Client's sole risk and without any liability, risk or legal exposure to BNIM. Client agrees to indemnify, defend, waive and release all claims or potential claims against BNIM, its consultants, its sub consultants, and their respective officers, directors, employees, agents and servants relating to, or arising out of, the use of the Instruments of Service and the information contained in it, by any act or omission of the user of the Instruments of Service, under any legal theories whatsoever, specifically including the negligence of any released party.

III. Claims and Disputes

The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of

the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the

arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the City of the Architect's office, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

IV. Limitation of Liability

To the fullest extent permitted by law, Client agrees to limit the total liability, in the aggregate, of BNIM and its officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client, anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to BNIM's services, the Project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of BNIM or BNIM's officers, directors, employees, agents or independent professional associates or consultants, or any of them. Such liability shall not exceed the total compensation actually received by BNIM under this agreement.

V. Miscellaneous Provisions

- A.** The law of the city and state where project is located shall govern this Agreement.

- B.** BNIM shall exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional architectural practices (as appropriate) in BNIM's community. No warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.
- C.** In no event will BNIM be liable for any special, indirect or consequential damages including, without limitation, damages or losses in the nature of increased project costs, loss of revenue or profit, loss in production, extended overhead or equipment costs, claims by purchasers or customers of Client, or governmental fines or penalties.
- D.** Client acknowledges that BNIM has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.
- E.** Client may terminate BNIM's services in writing at any time upon five (5) day's written notice and pay only for the hours worked and expenses incurred to the date BNIM receives Client's termination letter. Services may also be terminated by BNIM upon five (5) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the Client including, but not limited to, non-payment of BNIM's invoice. If so terminated, Client shall pay BNIM all amounts due for services rendered and expenses incurred to the date of termination, plus reasonable costs incurred by BNIM in terminating the services and any outstanding invoices and interest.
- F.** In the event a dispute shall arise between the parties to this contract in excess of \$5,000, then as a condition precedent to any legal action by either party, the parties agree to participate in at least one session of mediation in an effort to resolve the dispute. The parties agree to split the mediation fees equally. The mediation shall be administered by a mutually agreeable mediator, jointly selected, and shall be held in the location of the BNIM office this Agreement generated from. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs of defense.
- G.** Client hereby irrevocably submits to the jurisdiction of any state or federal court sitting in the city and state where this project is located any action or proceeding arising out of or related to this Agreement and Client further

agrees and warrants that Client shall not bring any such action or proceeding in any other court, or seek to remove such action or proceeding to any other court. Client agrees and consents that service of process by registered or certified mails shall be sufficient to obtain jurisdiction.

- H. These Terms and Conditions contain the entire agreement between BNIM and Client relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to BNIM's services described herein are superseded.
- I. Lien Rights. Notice: 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 the labor and material twice.
- J. Force de Majeure Clause: In the event that performance by either Party is delayed due to causes beyond the reasonable control of such party, including, but not limited to: (a) acts of God; (b) epidemics, pandemics,

and quarantines, (c) flood, fire, earthquake or explosion; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) law; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (i) delays caused by contractors, consultants, or other parties not under the control of such party (a "Force Majeure Event"), such Party shall not be held responsible for or liable to the other for any unavoidable loss, damage or delay caused by same. Should a Force Majeure Event occur, the Party affected by the Force Majeure Event shall give notice to the other Party, and the Parties shall use commercially reasonable efforts to overcome and mitigate any and all resulting losses, damages or delays and to resume as soon as reasonably possible the normal pursuit and schedule of the Services. The only remedy for a Force Majeure Event shall be a reasonable extension of time agreed to by the Parties in writing.

- K. Amounts due are considered paid when they are credited to the account of, or made available to, BNIM and are not subject to setoff, chargeback or other debit ("Credited Payment"). Customer bears the risk of loss of any payment not a Credited Payment.



Alvie L. Cater, II
Assistant Superintendent



Melissa A. Rooker
Executive Director
Kansas Children’s Cabinet and Trust Fund
Landon State Office Building
900 SW Jackson St., Rm. 152
Topeka, Kansas 66612

RE: Capital Projects Fund Accelerator Grant Application – City of De Soto, KS

Dear Ms. Rooker:

I am writing this letter to express support for the City of De Soto’s Capital Projects Fund Accelerator (CPF Accelerator) grant application, funded by the Coronavirus Capital Projects Fund (CPF) and the American Rescue Plan Act (ARPA) of 2021.

USD 232 is consistently ranked one of the top school districts in the state due, in part, because of our unwavering commitment to prepare all students for their future through excellent and innovative learning opportunities. The project proposed by the City of De Soto would enhance our efforts by increasing access to early childhood education, improving community health services, expanding broadband access, and enhancing childcare services for children aged birth to five years.

The importance of such a project cannot be overstated, especially considering the lingering challenges posed by the COVID-19 pandemic. The proposed facility will help address critical needs in our community and create a lasting positive impact in several key areas.

Access to Early Childhood Education: Expanding access to early childhood education is a fundamental building block for the future of our community. This facility will play a pivotal role in giving more children the foundation they need for a lifetime of learning and success. Research overwhelmingly supports the valuable role early childhood education plays in a student’s life. Investing early – from birth to five years – results in a multitude of benefits for both the student and the community. Children afforded access to early childhood education programs are:

- More prepared academically for later grades
- Less likely to repeat a grade
- More likely to graduate from high school
- And become higher earners in the workforce

Childcare Services: Expanding access to childcare services for children aged birth to five years is essential for working parents and caregivers. It will empower them to participate in the workforce, contributing to economic growth while ensuring their children receive high-quality care and early childhood education.

As you know, the importance of quality childcare services can't be overstated. A significant amount of research shows that high-quality early environments, like childcare are critical determinants of school readiness, cognitive and social outcomes – and later educational and career success.

Community Health: The provision of physical, mental, and behavioral health services within the facility will promote community well-being. Accessible healthcare facilities are vital, and this project will contribute to improving healthcare accessibility in our area.

Workforce Development: De Soto is already home to manufacturing jobs at Huhtamaki Americas, Inc., Merck Animal Health, Engineered Air, Custom Foods, and Rehrig Pacific. But future jobs will require different technical skills than current manufacturing jobs. Workforce development programs will open job opportunities to new workers and raise Kansas families' standard of living.

Through our Cedar Trails Exploration Center, students have access to profession-based learning focused on bioscience, design and emerging technologies. Expanding access to this program – and others like it – will only enhance opportunities for area students while ensuring our community's economic viability.

By supporting this grant application, we are investing in bricks and mortar and our community's future prosperity and well-being. The collaboration between the Kansas Children's Cabinet and Trust Fund and the federal government through ARPA represents a significant opportunity to make a lasting and transformative impact. I wholeheartedly support this project and believe it aligns perfectly with the objectives and priorities of the De Soto community and the State of Kansas.

I urge you to consider this grant application favorably, recognizing the potential for a brighter future that it represents. Thank you for your time and consideration. If you require any additional information or would like to discuss this project further, please do not hesitate to reach out to me at acater@usd232.org or 913-667-6200].

Sincerely,



Alvie L. Cater, II
Assistant Superintendent

Cc: Brandon Mills, Assistant City Administrator, City of De Soto, KS

Amy Peterson
Vice President of Human Resources
Huhtamaki
9201 Packaging Drive
De Soto, KS 66018
Amy.peterson@huhtamaki.com
913-583-8769

November 29, 2023

Melissa A. Rooker
Executive Director
Kansas Children's Cabinet and Trust Fund
Landon State Office Building
900 SW Jackson St., Rm. 152
Topeka, Kansas 66612

RE: Capital Projects Fund Accelerator Grant Application – City of De Soto, KS

Dear Ms. Rooker,

I am writing this letter to express my enthusiastic support for the City of De Soto's Capital Projects Fund Accelerator (CPF Accelerator) grant application, funded by the Coronavirus Capital Projects Fund (CPF) and the American Rescue Plan Act (ARPA) of 2021. I am fully committed to the vision of this project, which aims to construct a facility that will significantly increase access to early childhood education, improve community health services, expand broadband access, and enhance childcare services for children aged birth to 5 years.

The importance of such a project cannot be overstated, especially considering the challenges posed by the ongoing COVID-19 pandemic. The proposed facility will address critical needs in our community and create a lasting positive impact in several key areas:

Access to Early Childhood Education: Increasing the number of individuals who have access to early childhood education is a fundamental building block for the future of our community. This facility will play a pivotal role in providing educational opportunities for children ensuring that learning remains a lifelong pursuit.

Huhtamaki believes in continuing education and learning at all levels and supports our employees through training and development, and tuition reimbursement. Furthermore, we support our employees' dependents through scholarships and tuition assistance. Having access to early childhood education simply begins this lifelong learning desire at an early age.

Childcare Services: The increased access to childcare services for children aged birth to 5 years is essential for working parents and caregivers. It will empower them to participate in the workforce,

contributing to economic growth while ensuring that their children receive high-quality care and early childhood education.

Access to quality, reliable and affordable childcare has been an issue for many years in the De Soto area and is something we receive feedback on from our employees regularly. If our employees have access to great childcare close to their job, they have peace of mind and better engagement while at work. Having available childcare in De Soto would also attract more workers to the area which is better for all local businesses and continues to add jobs to the community.

Community Health: The provision of physical, mental, and behavioral health services within the facility will promote community well-being. Accessible healthcare facilities are vital, and this project will contribute significantly to improving healthcare accessibility in our area.

Huhtamaki continually strives to provide convenient access to quality healthcare for all our employees and that can be challenging when running a 24/7 operation. Having a community health center in De Soto would be a huge benefit for our 400+ employees and would allow us the opportunity to provide even more health and wellbeing services to them.

Workforce Development: De Soto is already home to manufacturing jobs at Huhtamaki Americas, Inc., Merck Animal Health, Engineered Air, Custom Foods, and Rehrig Pacific. But future jobs will require different technical skills than current manufacturing jobs. Workforce development programs will open job opportunities to new workers and raise Kansas families' standard of living.

Workforce development is key to the success of not only our own organization but all of those in the community. Huhtamaki is continually investing in our employees' training and development to keep their skills relevant with the changing needs. In addition, we invest in and partner with the local schools and other Kansas resources to help develop the skills of both students and candidates to sustain our workforce talent for the future. Having additional workforce development partners in the community would be a welcomed resource we could partner with for the growth of the entire community.

By supporting this grant application, we are investing in bricks and mortar and our community's future prosperity and well-being. The collaboration between the Kansas Children's Cabinet and Trust Fund and the federal government through ARPA represents a significant opportunity to make a lasting and transformative impact. I wholeheartedly endorse this project and believe it aligns perfectly with the objectives and priorities of the De Soto community and the State of Kansas.

I urge you to consider this grant application favorably, recognizing the potential for a brighter future that it represents. Your support will empower our community to overcome challenges and thrive in a post-pandemic world. Together, we can create a more inclusive, resilient, and prosperous community for all.

Thank you for your time and consideration. If you require any additional information or would like to discuss this project further, please do not hesitate to reach out to me at amy.peterson@huhtamaki.com or 913-219-2002.

Sincerely,

A handwritten signature in black ink that reads "Amy Peterson". The signature is written in a cursive, flowing style.

Amy Peterson
Vice President of Human Resources, North America
Huhtamaki

Cc: Brandon Mills, Assistant City Administrator, City of De Soto, KS



November 28, 2023

Melissa A. Rooker
Executive Director
Kansas Children's Cabinet and Trust Fund
Landon State Office Building
900 SW Jackson St., Rm. 152
Topeka, Kansas 66612

RE: Support for De Soto, KS CPF Accelerator Grant Application

Dear Ms. Rooker,

On behalf of Sunflower Redevelopment, LLC, owner and developer of Astra Technology Park, I am writing to express our enthusiastic support for the City of De Soto's CPF Accelerator grant application, funded by the Coronavirus Capital Projects Fund (CPF) and the American Rescue Plan Act (ARPA) of 2021. A new community multipurpose facility near our property holds immense promise for driving economic development in our community.

The project's economic development advantages include:

Access to a Skilled Workforce: By expanding access to early childhood education, this project will ensure a future workforce that receives high-quality education and care, providing businesses with a pool of well-prepared potential employees.

Enhanced Workforce Participation: Improved childcare services for working parents will empower them to be more actively engaged in the workforce, increasing productivity, and contributing to economic growth.

Workforce Skill Development: The project's emphasis on workforce development will align skills with the evolving demands of the job market. This will not only attract new workers to our area but also enhance the capabilities and competitiveness of our existing workforce, a significant benefit to industrial landowners.

Economic Growth: A stronger and more resilient community, with accessible healthcare facilities and quality childcare services, is a magnet for economic prosperity. A thriving community is beneficial to all, including Astra Enterprise Park.

This grant application presents a unique opportunity to invest in our community's future and aligns perfectly with the economic development priorities of Astra Enterprise Park. We strongly encourage you to consider this application favorably, recognizing its potential to create a more



prosperous, competitive, and vibrant community, which will, in turn, benefit industrial development in our area.

Thank you for your time and consideration. For further information or discussion, please feel free to contact me at [Email Address] or [Phone Number].

Sincerely,

A handwritten signature in blue ink, appearing to read "John DeHardt".

John DeHardt
Managing Partner
Sunflower Redevelopment, LLC

Cc: Brandon Mills, Assistant City Administrator, City of De Soto, KS

Melissa A. Rooker
Executive Director
Kansas Children's Cabinet and Trust Fund
Landon State Office Building
900 SW Jackson St., Rm. 152
Topeka, Kansas 66612

RE: Support for De Soto, KS CPF Accelerator Grant Application

Dear Ms. Rooker,

Flint Commerce Center supports De Soto's CPF Accelerator grant application, funded by CPF and ARPA. This project promises substantial economic development benefits for industrial landowners:

- **Skilled Workforce:** Expanding early childhood education ensures a well-prepared future workforce, benefiting businesses with skilled potential employees.
- **Workforce Participation:** Improved childcare services empower working parents, boosting workforce participation, productivity, and economic growth.
- **Workforce Skill Development:** Focusing on workforce development aligns skills with job market demands, attracting new workers and enhancing existing workforce capabilities.
- **Economic Growth:** A stronger, resilient community with healthcare access and childcare services promotes economic prosperity, benefiting industrial development landowners.

This grant aligns with our economic development priorities. Please consider it favorably, recognizing its potential to create a prosperous and competitive community.

For more information, contact me at [Email Address] or [Phone Number].

Sincerely,



John F. Hassler
Executive Managing Director
Newmark Zimmer

Cc: Brandon Mills, Assistant City Administrator, City of De Soto, KS