



Agenda

**REGULAR MEETING
GOVERNING BODY
CITY OF LENEXA, KANSAS
17101 W. 87th STREET PARKWAY**

**JANUARY 17, 2023
7:00 PM
COMMUNITY FORUM**

CALL TO ORDER Pledge of Allegiance

ROLL CALL

APPROVE MINUTES December 20, 2022 and January 3, 2023 City Council meetings draft minutes (located in the Appendix)

**MODIFICATION OF
AGENDA**

CONSENT AGENDA **Item Numbers 1 through 9**

All matters listed within the Consent Agenda have been distributed to each member of the Governing Body for review, are considered to be routine, and will be enacted by one motion with no separate discussion. If a member of the Governing Body or audience desires separate discussion on an item, that item may be removed from the Consent Agenda and placed on the regular agenda.

1. Acceptance of the 2021 Pipe Lining Project for maintenance

This project lined corrugated metal pipe throughout the city. The areas were chosen due to poor pipe conditions and proximity to other storm drainage projects. The total cost of construction was \$473,633.25.

2. Resolution authorizing the Mayor to execute an addendum to the Master Services Agreement with ConvergeOne, Inc. to purchase a backup general purpose storage system

The City's backup storage system for user, department, and public safety data has reached the end of its maintenance agreement. Replacement of this hardware with current generation hardware would cost less than extending support for the existing hardware and provide for additional growth over the next five years. The total not-to-exceed cost is \$149,868.24.

3. Resolution authorizing the Mayor to execute an interlocal agreement with the City of Shawnee for the 83rd Street & Monticello Road Project

The City has received requests for the installation of a traffic signal at 83rd Street & Monticello Road due to increased traffic. This area abuts Shawnee and both cities will contribute to this project through an interlocal agreement. The total cost of the project is \$1,627,500 and Lenexa's portion will be \$888,750.

4. Resolution authorizing the Mayor to execute an agreement with Mid-America Regional Council for continued funding and operations of the Operation Green Light traffic control system

Operation Green Light (OGL) is a regional program that regulates traffic signals on key corridors across jurisdictional boundaries. There are 35 traffic signals in the city included in the OGL system. This is a two-year agreement with an automatic two-year renewal with an annual cost of \$28,000.

5. Resolution authorizing the Mayor to execute an encroachment agreement with Southern Star Central Gas Pipeline, Inc. for the Brierstone Apartments Public Improvement Project

Southern Star Central Gas Pipeline, Inc. has agreed to permit construction over their easement for this project. Improvements include a northbound right-turn lane along Renner Boulevard, along with a trail, street lighting and storm sewer.

6. Resolution authorizing the Mayor to execute the Kansas Department of Transportation Form 1302 - Project Programming Request, for the 95th Street & Loiret Boulevard Intersection Improvement Project

The execution of Form 1302 - Project Programming Request, is required to initiate the 95th Street & Loiret Boulevard Intersection Improvement Project. The estimated project cost is \$2,179,500.

7. Resolution authorizing the Mayor to execute an engineering agreement with Bartlett and West for design services for the 81st Terrace to 81st Street Storm Drainage Improvements Project

Several pipes in this area are in need of replacement or rehabilitation. The design services contract is for \$74,366.

8. Resolution calling for a public hearing to consider establishing a community improvement district for the City Center Area A Building Project - Restaurant Row

AC City Center Lenexa, LLC has petitioned to establish a Community Improvement District (CID). In order to establish a CID, a public hearing must be held. The resolution provides notice of a public hearing to consider the

establishment of a CID over property located at the southwest corner of 87th Street Parkway & Renner Boulevard.

9. Resolution calling for a public hearing to consider approving Redevelopment (TIF) Project Plan 1J in the City Center TIF District (City Center Area A Restaurant Row Buildings A1 & A4 Project)

In accordance with state law, after the Planning Commission finds a TIF project plan consistent with the City's Comprehensive Plan, the City Council must pass a resolution calling for a public hearing. This action sets a public hearing for February 21, 2023, at which time the Governing Body will consider adoption of a TIF Project Plan covering 2.96 acres located in the southwest corner of 87th Street Parkway & Renner Boulevard.

END OF CONSENT AGENDA

PUBLIC HEARINGS

10. Consideration of right-of-way vacation located at the north end of Belmont Drive, north of 83rd Street

- a. Public hearing to consider a request to vacate right-of-way
- b. Ordinance vacating the right-of-way

This vacation application is related to plat applications that will be considered by the City Council on February 7, 2023, for a replat of lots 8-13 of Belmont Estates to reconfigure the parcels into two single-family residential lots. The development includes the vacation of the existing right-of-way at the north end of Belmont Drive and the dedication of necessary right-of-way to move the planned cul-de-sac farther south. The project will result in Belmont Drive terminating in a new cul-de-sac and construction of related infrastructure improvements.

NEW BUSINESS

11. Consideration of an amendment to the 2023-2027 Capital Improvement Program (CIP) and a bid award for the Parks, Recreation, and Open Space Comprehensive Plan Project
 - a. Resolution amending the 2022-2026 Capital Improvement Program to adjust the budget for the Project
 - b. Bid award to Landworks Studio LLC for consultant services for the Project

The purpose of the Parks & Recreation Master Plan is to create a clear set of goals, policy recommendations and objectives that will provide direction for the next 5-10 years. Landworks Studio LLC has been selected as the consultant for the project.

COUNCILMEMBER REPORTS

STAFF REPORTS

END OF RECORDED SESSION

BUSINESS FROM FLOOR

Comments will be accepted from the audience on items not listed on the agenda. Please limit remarks to a maximum of five (5) minutes per person/issue.

ADJOURN

APPENDIX

12. December 20, 2022 City Council meeting draft minutes
13. January 3, 2023 City Council meeting draft minutes
14. Item 4 -- MARC Agreement
15. Item 5 -- Brierstone Apartments Encroachment Agreement
16. Item 8 -- City Center Area A CID Petition
17. Item 9 -- City Center TIF Project Plan 1J
18. Item 11 -- Parks Master Plan Exhibits
19. Item 11 -- Parks Master Plan Presentation

Dist. Governing Body; Management Team; Agenda & Minutes Distribution List

IF YOU NEED ANY ACCOMMODATIONS FOR THE MEETING, PLEASE CONTACT THE CITY ADA COORDINATOR, 913/477-7550. KANSAS RELAY SERVICE 800/766-3777. PLEASE GIVE 48 HOURS NOTICE



**CITY COUNCIL
MEMORANDUM**

ITEM 1

SUBJECT: Acceptance of the 2021 Pipe Lining Project for maintenance
CONTACT: Tim Green, Deputy Community Development Director
DATE: January 17, 2023

ACTION NEEDED:

Accept the 2021 Pipe Lining Project for maintenance.

PROJECT BACKGROUND/DESCRIPTION:

This project included lining 4,578 linear feet of corrugated metal pipe located in various areas throughout the city. The areas were chosen due to poor pipe conditions and proximity to other storm drainage projects. The contractor was SAK Construction, LLC.

Staff performed a final inspection on December 15, 2022 and advised that all work had been completed in accordance with the plans and specifications. The maintenance bonds for this project shall go into force upon acceptance by the Governing Body on January 17, 2023 and will expire on January 17, 2025.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This project was funded by stormwater cash. The total cost of construction was \$473,633.25.

STAFF RECOMMENDATION:

Acceptance for maintenance.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

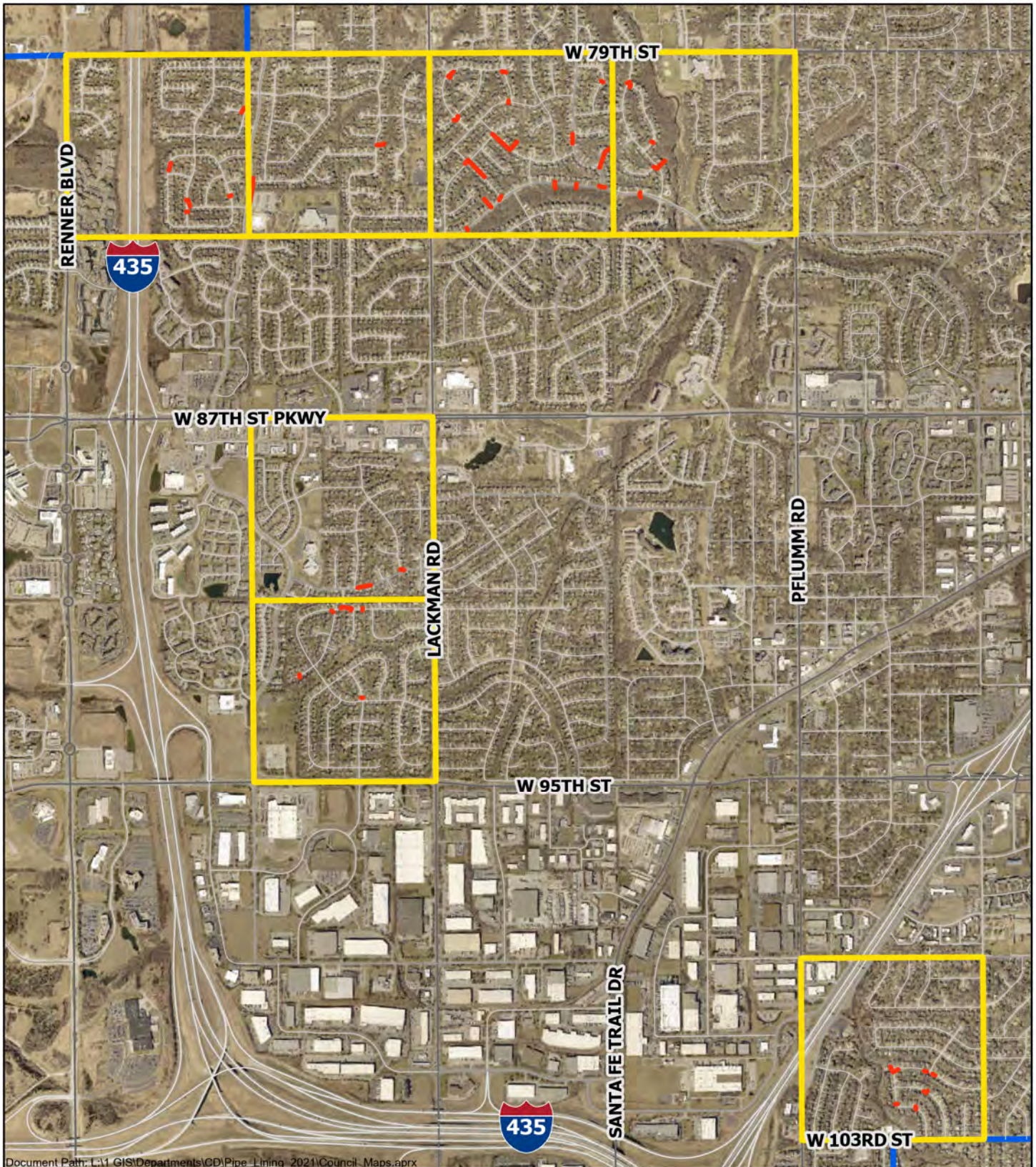
Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment

ATTACHMENTS

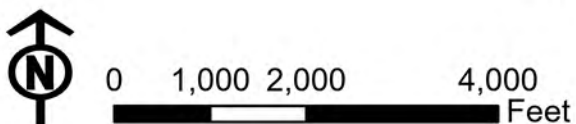
1. Map



Document Path: L:\GIS\Departments\CD\Pipe Lining 2021\Council Maps.aprx

Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

Stormwater Pipe Lining Project Locations





**CITY COUNCIL
MEMORANDUM**

ITEM 2

SUBJECT: Resolution authorizing the Mayor to execute an addendum to the Master Services Agreement with ConvergeOne, Inc. to purchase a backup general purpose storage system

CONTACT: Anthony Sitzes, Assistant Information Technology Director
Jerry Swingle, Director of Information Technology

DATE: January 17, 2023

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute an addendum to the Master Services Agreement with ConvergeOne, Inc. to purchase a backup general purpose storage system.

PROJECT BACKGROUND/DESCRIPTION:

The City currently uses a general purpose storage system (Isilon) that has reached the end of the five-year maintenance agreement. This existing hardware is no longer sold and will no longer be supported after March 2026. The cost of support for the existing hardware over the next five years would be in excess of replacement with current generation hardware. This storage is used to store a backup of user, department, and public safety data. This proposal updates our storage to current generation hardware and provides for additional growth over the next five years using current data modeling. If data was to increase faster than projected with the new current generation hardware, the City would be capable of purchasing additional nodes to gradually increase the storage.

On February 18, 2011, the City and Alexander Open Systems, Inc. ("AOS") entered into a Master Services Agreement (MSA) to provide networking and technology consulting services. Pursuant to the MSA, the City is able to purchase hardware, software, and support through AOS. In February 2019, the City received notice that ConvergeOne, Inc. ("ConvergeOne") merged with AOS and assumed the rights and performance obligations contained in the MSA. As such, ConvergeOne, successor-in-interest to AOS, will provide the networking and technology consulting services in accordance with the MSA.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The total not-to-exceed cost of the hardware, software, and support purchase is \$149,868.24. This amount is less than the Kansas state contract price. Payment would be made from the Information Technology small item equipment replacement fund.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Guiding Principles

Sustainable Policies and Practices
Superior Quality Services

ATTACHMENTS

1. Addendum
2. Resolution

**ADDENDUM TO MASTER SERVICES AGREEMENT (“MSA”)
DATED FEBRUARY 18, 2011**

ISILON REFRESH SERVICES PURCHASE

This Statement of Work (the “SOW”) is made this _____ day of _____, 2023 (the “Effective Date”) pursuant to and as an addendum (the “Addendum”) to the MSA entered into by the City of Lenexa, Kansas (the “City”) and Alexander Open Systems (“AOS”). This Addendum incorporates by reference all of the terms of the MSA. In the event there is a conflict between this Addendum and the MSA, this Addendum governs.

1. Acknowledgement of assignment and assumption of rights.

On February 4, 2019, AOS merged with ConvergeOne, Inc. (“ConvergeOne”). Pursuant to Section 17 of the MSA, the City consented to the assignment and ConvergeOne acknowledges and agrees that all terms and conditions of the MSA shall remain in full force and effect and that ConvergeOne assumes the rights and performance obligations contained in the MSA between the City and AOS.

2. Description of SOW.

The City is purchasing from ConvergeOne Isilon Refresh Services as described in Solution Quote document numbers OP-000721091 and SO-000806631 dated December 27, 2022, attached hereto as Exhibit A and incorporated herein by reference. The purchase includes all licenses, hardware, software and other items (collectively the “Products”), as well as any manufacturer provided support associated with the identified hardware and software (the “Maintenance & Support”).

ConvergeOne shall pass through, without alteration, the full manufacturers’ warranties for all Products provided. The warranties shall be included in the cost of the Products.

3. Purchase Price.

The purchase price for the Products and Maintenance & Support is \$149,968.24 (the “Purchase Price”) including shipping. This pricing is below with the pricing set forth in Kansas State Contract Number KS-C062518.

The City will be invoiced when individual Products are ordered and the invoice will include the shipping date. The City shall remit payment within thirty (30) days of invoice or receipt of the Product associated with the invoice, whichever is later.

4. Installation and Implementation.

Installation of the Products shall be performed ConvergeOne.

5. Maintenance & Support.

ConvergeOne is a reseller of the Maintenance & Support from the manufacturer and shall be provided pursuant to the manufacturer's agreement with ConvergeOne of which the City is a third party beneficiary. The Support Term shall commence on the date each Product is shipped and extend for a period of sixty (60) months as set forth in Exhibit A. ConvergeOne shall remain responsible for providing support equivalent to the support purchased to the City for the Support Term, at its expense, regardless of the existence, or lack thereof, of an agreement with manufacturer.

6. Delivery.

The Purchase Price is F.O.B. Destination, prepaid and allowed, which means delivered to the City at a designated point without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

All orders shall be shipped F.O.B. destination, prepaid and allowed, clearly marked within thirty (30) days of the Effective Date. If delays in delivery are anticipated, ConvergeOne shall immediately notify the City of the revised delivery or partial delivery date. The order may be canceled if delivery time is unsatisfactory.

7. Dispute Resolution.

The parties agree that disputes relative to this Addendum should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests: provided, however, that notwithstanding any such dispute, ConvergeOne shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

8. Confidentiality.

The parties acknowledge that the City is subject to and must act in accordance with the Kansas Open Records Act (KORA) and as such, the parties expressly agree that the Exhibits attached hereto are not protected documents and are subject to disclosure by the City under KORA.

9. Termination.

This Addendum may be terminated by either party for default if the defaulting party fails, within fourteen (14) days after written notice, to cure a material breach. Upon termination by the City for default by ConvergeOne, ConvergeOne will refund to the City the amount of the prepaid Support fee that corresponds to the period between the date of termination and the end of the Support term and the City may take whatever further legal action it

deems appropriate. Upon termination by ConvergeOne for default by the City, ConvergeOne may take whatever further legal action it deems appropriate.

10. Entire Agreement.

This Addendum, with Exhibits, and the MSA constitute the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the subject of this Addendum. All terms and provisions of the MSA not otherwise amended herein remain in full force and effect. This Addendum may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Addendum.

11. Authority to Bind.

The parties represent that the individuals executing this Addendum on behalf of the parties have the authority to bind the parties and agree to the terms contained herein.

IN WITNESS WHEREOF, the parties set their hands the day and year shown above.

CONVERGEONE, INC.

By: _____

Printed Name: _____

Title: _____

CITY OF LENEXA, KANSAS

By: _____
Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

Approved as to Form:

Steven D. Shrout, Assistant City Attorney

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE MASTER SERVICES AGREEMENT (“MSA”) BETWEEN THE CITY AND ALEXANDER OPEN SYSTEMS, INC. (“AOS”) FOR THE PURCHASE OF INFRASTRUCTURE HARDWARE, SOFTWARE, AND SUPPORT FROM CONVERGEONE, INC. (“CONVERGEONE”).

WHEREAS, The City and AOS entered into a MSA on February 18, 2011, which remains in effect; and

WHEREAS, in February 2019, ConvergeOne purchased AOS and assumed the rights and performance obligations contained in the MSA between AOS and the City; and

WHEREAS, ConvergeOne is an authorized reseller of Isilon Refresh Services, including, but not limited to all licenses, hardware, software, and support (“Isilon Refresh Services”); and

WHEREAS, the City desires to purchase Isilon Refresh Services for installation at City facilities; and

WHEREAS, the parties desire to execute an addendum to the MSA for the purchase of the Isilon Refresh Services at a price not to exceed \$149,968.24.

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute an Addendum to the MSA with AOS to purchase Isilon Refresh Services, including, but not limited to, all licenses, hardware, software, and support for installation at City facilities. The Addendum is attached hereto as Exhibit A and incorporated herein by reference.

SECTION TWO: This Resolution shall become effective upon passage.

ADOPTED by the City Council January 17, 2023.

SIGNED by the Mayor January 17, 2023.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Steven D. Shrout, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 3

SUBJECT: Resolution authorizing the Mayor to execute an interlocal agreement with the City of Shawnee for the 83rd Street & Monticello Road Project

CONTACT: Tim Green, Deputy Community Development Director

DATE: January 17, 2023

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute an agreement with the City of Shawnee for the 83rd Street & Monticello Road Project.

PROJECT BACKGROUND/DESCRIPTION:

The City has received requests in recent years for the installation of a traffic signal at the 83rd Street & Monticello Road intersection due to increased traffic in the area. In addition, the City of Shawnee is in the process of constructing Phase 2 of the Monticello Road Project from 71st Terrace to 79th Street, which will increase traffic on Monticello Road once completed. The proposed 83rd Street & Monticello Road Project will include:

- design of a traffic signal;
- addition of an eastbound right-turn lane and a westbound right-turn lane;
- modifications to street lighting along 83rd Street from Monticello Road to Woodsonia Drive;
- addition of sidewalk on the south side of 83rd Street from Monticello Road to Woodsonia Drive;
- extension of the sidewalk on the north side of 83rd Street from McCoy Street to Woodsonia Drive;
- full mill and overlay of 83rd Street from K-7 Highway to approximately 420 feet east of 83rd Street & Valley Road;
- curb and gutter replacement;
- concrete pavement replacement on 83rd Street just east of K-7 Highway; and
- addition of a north/south pedestrian crossing at the existing 83rd Street & Woodsonia Drive traffic signal.

The agreement uses the City's standard form and is available in the City Clerk's Office for review.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This Capital Improvement Program Project (Project No. 60122) is being funded as follows:

City of Shawnee	\$738,750
TIP Zone 2	\$463,750
2022 Pavement Management Program	\$250,000
Capital Improvement Funds	\$100,000
Street Light Replacement	\$75,000
TOTAL	\$1,627,500

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment

ATTACHMENTS

1. Map
2. Resolution

RESOLUTION NO. _____ - _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT (“AGREEMENT”) WITH THE CITY OF SHAWNEE, KANSAS FOR 83RD AND MONTICELLO TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS.

WHEREAS, the City of Shawnee (“Shawnee”) and the City of Lenexa (“Lenexa”) have determined it is in the best interests of the general public to make certain traffic signal and intersection improvements to the 83rd Street and Monticello Road intersection; and

WHEREAS, 83rd Street serves as a city limit between Shawnee and Lenexa in the vicinity of the public improvements and the public improvements will be located partially within the jurisdictional boundaries of each Party; and

WHEREAS, K.S.A. 68-129 and K.S.A. 12-2908 authorize the cities to cooperate in making the public improvements; and

WHEREAS, Shawnee and Lenexa desire to enter into an agreement setting forth the responsibilities for completion and future maintenance of the public improvements.

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Interlocal Agreement between the City of Shawnee, Kansas and the City of Lenexa, Kansas for 83rd and Monticello Traffic Signal and Intersection Improvements, attached hereto as Exhibit A, and incorporated herein by reference.

SECTION TWO: This Resolution shall take effect immediately after its adoption.

ADOPTED by the Lenexa City Council on January 17, 2023.

SIGNED by the Mayor on January 17, 2023.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

Approved As To Form:

Steven D. Shrout, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 4

SUBJECT: Resolution authorizing the Mayor to execute an agreement with Mid-America Regional Council for continued funding and operations of the Operation Green Light traffic control system

CONTACT: Tim Green, Deputy Community Development Director

DATE: January 17, 2023

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute an agreement with Mid-America Regional Council for continued funding and operations of the Operation Green Light (OGL) traffic control system.

PROJECT BACKGROUND/DESCRIPTION:

OGL is a regional program to improve traffic flow and reduce vehicle emissions. OGL works with federal, state and local agencies to develop and implement a system that coordinates traffic signal timing and communication between traffic signal equipment across jurisdictional boundaries. OGL coordinates over 700 traffic signals throughout the Kansas City region. Coordinated signal systems have been shown to significantly improve travel times, and reduce travel delays, fuel consumption and air pollution on highly congested corridors.

The City has 35 traffic signals in OGL on key corridors including 87th Street Parkway, 95th Street, Quivira Road and Lackman Road. In addition to the signals on the OGL system, staff is able to operate the other 43 non-OGL signals using OGL's software system to better manage, control and operate all the signals throughout the city.

The initial term of this agreement will be two years. The term of this agreement will automatically renew for one additional two-year period unless terminated by either party.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

Federal funding through the Surface Transportation Program (STP) has been committed to cover 50% of OGL's operating expenses. Local agencies pay a matching 50% of the operating cost. The total cost to Lenexa is \$28,000 per year. Funding for OGL has been reserved in the Municipal Services Traffic Division operating budget.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment

ATTACHMENTS

1. Resolution
2. Agreement located in the Appendix

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LENEXA AND MID-AMERICA REGIONAL COUNCIL FOR THE COOPERATIVE FUNDING OF THE OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM.

WHEREAS, the Mid-America Regional Council ("MARC") performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (hereafter, the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light" ("OGL"), for the Kansas City Urban Area including facilities under the jurisdiction of the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission,, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, Westwood and the Unified Government of Wyandotte County (collectively, the "Member Agencies" or "Member Agency"); and

WHEREAS, the Strategic Plan 2021 established the vision, mission, objectives and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality, and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, several Missouri agencies and political subdivisions are contracting with MARC to participate in OGL for coordination in the Missouri Portions of the Kansas City Urban Area; and

WHEREAS, the Kansas Department of Transportation is also contracting with MARC to participate in OGL; and

WHEREAS, the Member Agencies which are political subdivisions or agencies of the State of Kansas are authorized pursuant to the provisions of Section 12-2908 of the Kansas Statutes Annotated to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System, and to mutually cooperated regarding the operation of the same; and

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Agreement, in

substantially the same form as the document attached and hereto as Exhibit "A" and incorporated herein by reference.

SECTION TWO: This resolution shall become effective upon adoption by the Governing Body.

PASSED by the City Council this 17th day of January, 2023.

SIGNED by the Mayor this 17th day of January, 2023.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Steven D. Shrout, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 5

SUBJECT: Resolution authorizing the Mayor to execute an encroachment agreement with Southern Star Central Gas Pipeline, Inc. for the Brierstone Apartments Public Improvement Project

CONTACT: Tim Green, Deputy Community Development Director

DATE: January 17, 2023

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute an encroachment agreement with Southern Star Central Gas Pipeline, Inc. ("SSC") for the Brierstone Apartments Public Improvement Project ("Project").

PROJECT BACKGROUND/DESCRIPTION:

SSC has agreed to permit construction over their easement to allow necessary work for the Project. Improvements related to the encroachment agreement include a northbound right-turn lane along Renner Boulevard along with a trail, street lighting and storm sewer. The Project is associated with the Brierstone Apartments, a private development located at the northeast corner of 87th Street Parkway & Renner Boulevard.

Key provisions of the agreement include:

- Any damage to the City's encroachments resulting from SSC's need to maintain, operate, or replace any portion of the pipeline facilities, will be the sole responsibility of the City.
- No permanent structures, including without limitation landscaping, irrigation systems and signage not explicitly approved by this agreement shall be allowed within the SSC easement.
- City will restrict all equipment traffic over the pipeline until the pipeline has undergone a load study conducted and approved by SSC.
- City shall indemnify, defend, and hold SSC harmless from any claims directly or indirectly arising out of the City's occupation and use of the pipeline easement.
- City shall notify SSC at least 48 hours prior to the performance of any construction or excavation work upon the pipeline easement.
- Under no circumstances shall SSC be required to relocate the pipeline facility.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

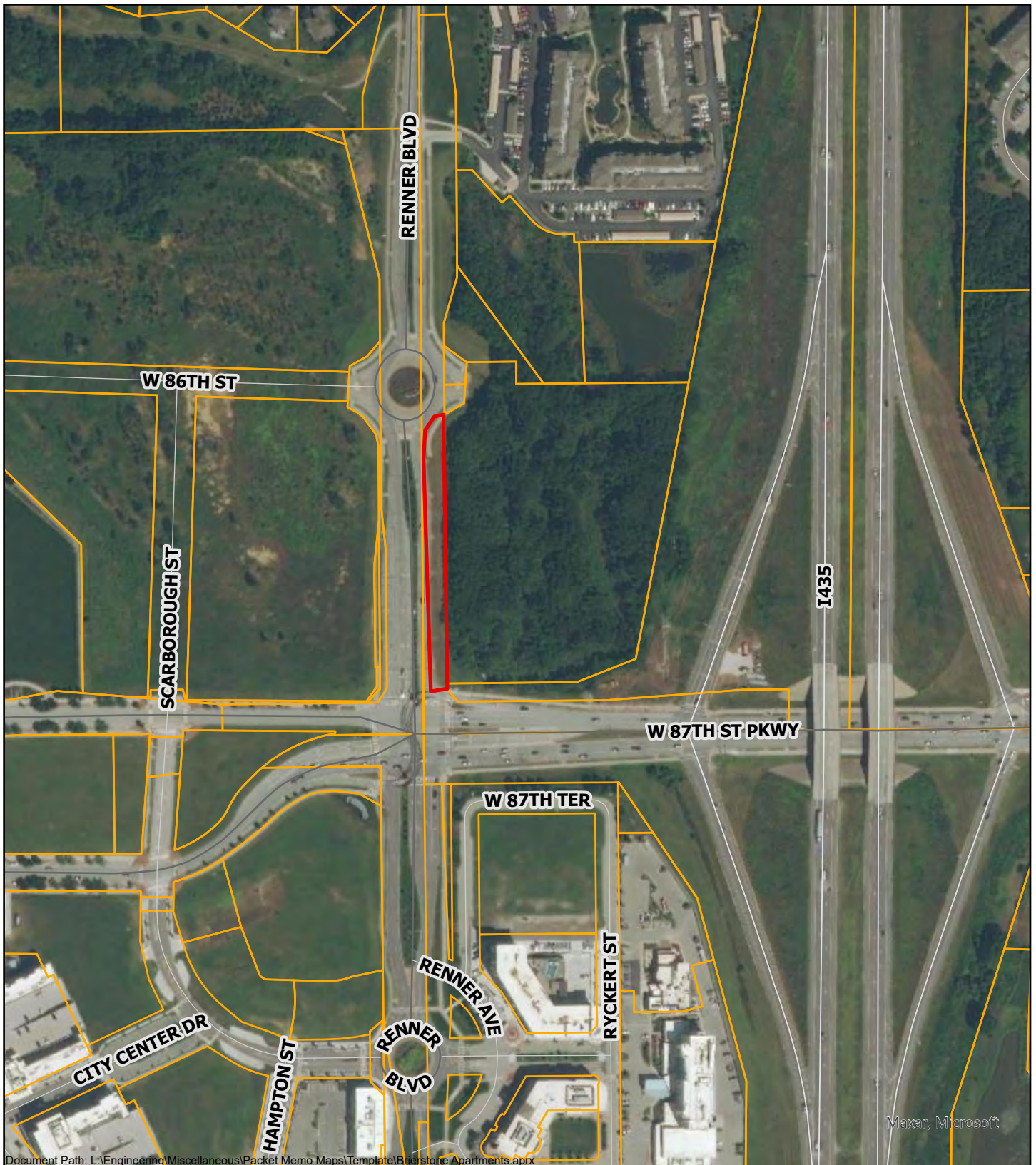
Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment

ATTACHMENTS

1. Map
2. Resolution
3. Agreement located in the Appendix



Document Path: L:\Engineering\Miscellaneous\Packet Memo Maps\Template\Brierstone Apartments.aprx

Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

Brierstone Apartments Public Improvements



0 150 300 600 Feet

RESOLUTION NO. _____ - _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC. (“SSC”) AND THE CITY OF LENEXA FOR WORK ASSOCIATED WITH BRIERSTONE APARTMENTS PUBLIC IMPROVEMENT PROJECT.

WHEREAS, SSC is the owner of an easement containing natural gas pipeline facilities located near the intersection of 87th Street and Renner Boulevard; and

WHEREAS, as part of the construction of the Briestone Apartments Public Improvement Project the City needs to construct a northbound right turn lane along Renner Boulevard, a trail, street lighting, and storm sewer in SSC’s easement; and

WHEREAS, The City and SSC have reached agreement regarding the conditions upon which SSC will permit encroachment into its easement for said construction and desire to enter into an encroachment agreement to evidence those understandings.

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby authorize the Mayor to execute an Encroachment Agreement with SSC, attached hereto as Exhibit A and incorporated herein by reference.

SECTION TWO: This Resolution shall take effect immediately after its adoption.

ADOPTED by the Lenexa City Council this 17th day of January, 2023.

SIGNED by the Mayor this 17th day of January, 2023.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

Approved As To Form:

Steven D. Shrout, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 6

SUBJECT: Resolution authorizing the Mayor to execute the Kansas Department of Transportation Form 1302 - Project Programming Request, for the 95th Street & Loiret Boulevard Intersection Improvement Project

CONTACT: Tim Green, Deputy Community Development Director

DATE: January 17, 2023

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute the Kansas Department of Transportation (KDOT) Form 1302 - Project Programming Request, for the 95th Street & Loiret Boulevard Intersection Improvement Project.

PROJECT BACKGROUND/DESCRIPTION:

Continued development adjacent to the project has increased traffic flow through the existing intersection, warranting traffic signalization. The project will provide capacity and operational improvements along 95th Street & Loiret Boulevard to meet current and future demands.

The Project will include:

- auxiliary turn lanes,
- sidewalk,
- mixed-use trail,
- bus stop,
- traffic signalization, and
- street lighting.

The Project also includes a mixed-use trail along Loiret Boulevard from 95th Street to Electric Park.

KDOT Form 1302 initiates the project and allows KDOT to assign a project number and program the federal funds.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This Capital Improvement Program (CIP) Project (Project No. 60114) will be funded as follows:

Congestion Mitigation & Air Quality (CMAQ)	\$753,500
County Assisted Road Systems (CARS)	\$575,000
2023-2027 CIP	\$851,000
Total estimated cost	\$2,179,500

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

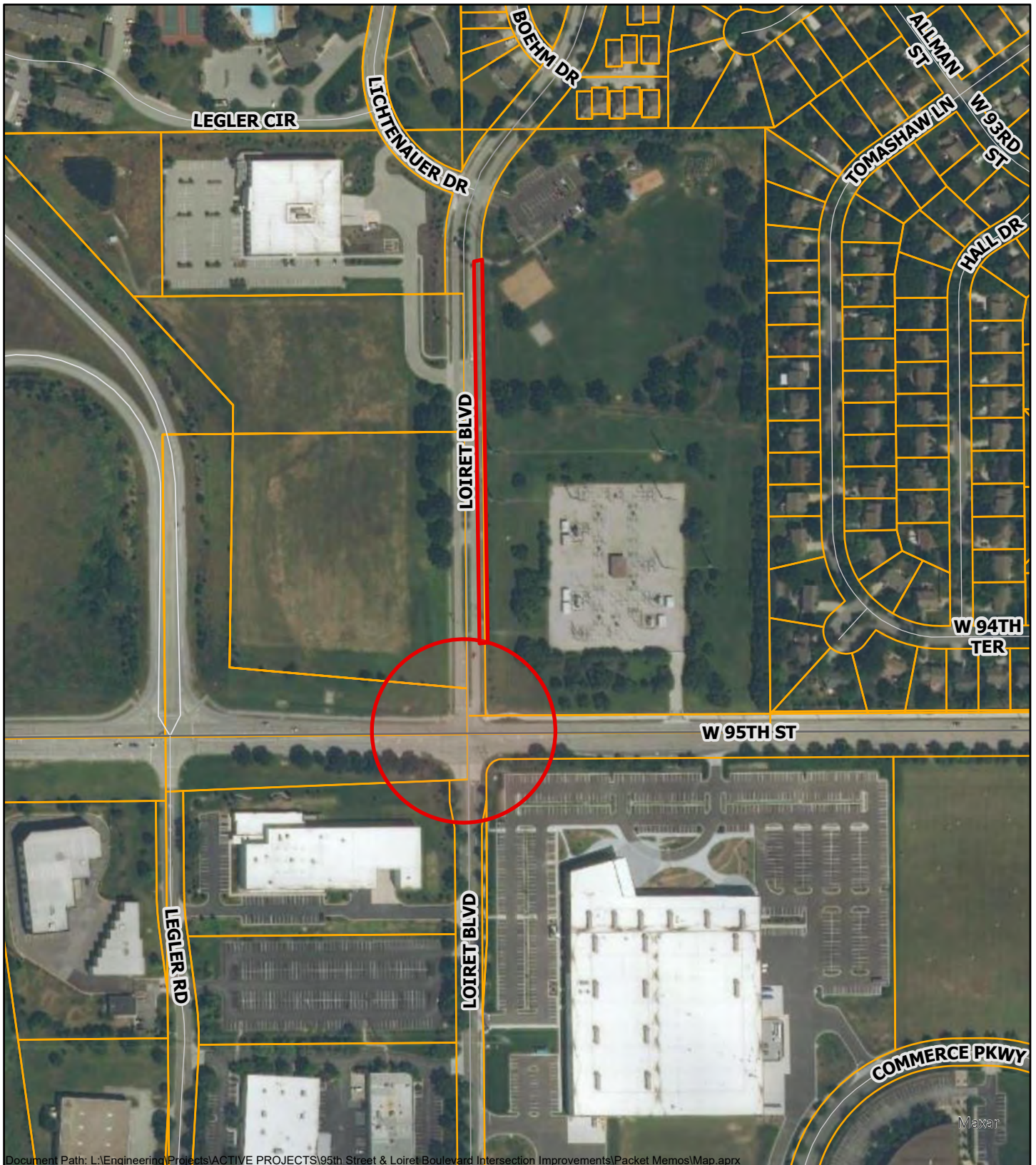
Integrated Infrastructure & Transportation

Guiding Principals

Prudent Financial Management

ATTACHMENTS

- 1. Map
- 2. Exhibit
- 3. Resolution



Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

95th Street & Loiret Boulevard Intersection Improvements



0 150 300 600
Feet

PROJECT PROGRAMMING REQUEST

<input checked="" type="checkbox"/> New Project		<input type="checkbox"/> Amend Existing Project		Date:	1/4/2023
Program Year: 2025		Funding Program:		CMAQ (Congestion Mitigation & Air Quality)	
KDOT District		MPO		MPO TIP #	
1		MARC		345130	
County	City	Route / Corridor		Functional Classification	
Johnson	Lenexa	N/A		3 = Other Principal Arterial	
Project Sponsor / Lead Agency					
City of Lenexa					
Project Mgr / Contact		Phone		E-mail Address	
Ben Clark		913-477-7795		bclark@lenexa.com	
Project Title					
95th and Loiret Intersection Improvements					
Project Length: 0.100 miles		Desired Letting Date:		July 2023	
Letting Type:		<input type="checkbox"/> KDOT		<input checked="" type="checkbox"/> LPA	
				<input type="checkbox"/> Force Account	
Location, Project Limits, Description, Scope of Work					
Improve the intersection of 95th Street and Loiret Boulevard. Project will include auxiliary turn lanes, sidewalk, mixed-use trail, bus stop, traffic signalization, and street lighting. The project also includes a mixed-use trail along Loiret Blvd. from 95th Street to Electric Park.					
Purpose and Need					
Continued development adjacent to the project has increased traffic flow through the existing intersection warranting traffic signalization. The project will provide capacity and operational improvements along 95th Street and Loiret Boulevard to meet current and future demands.					
Project Benefits					
This project will improve the safety and efficiency of the transportation system providing services for goods movement, pedestrians, cyclists, and includes a transit stop.					
RR within 1/2 mile?	RR Company Name		No. of Tracks	Existing Crossing Protection	
No					

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below:

Project Cost Estimate			
	Participating	Non-Participating	Total
PE (Design)	\$ -	\$ 280,000.00	\$ 280,000.00
Utilities	\$ -	\$ 71,000.00	\$ 71,000.00
ROW	\$ -	\$ 38,000.00	\$ 38,000.00
CE (Inspection)	\$ 90,000.00	\$ -	\$ 90,000.00
Construction Total	\$ 1,700,500.00	\$ -	\$ 1,700,500.00
Grading and Surfacing	\$ 643,907.00	\$ -	\$ 643,907.00
Sodding	\$ 19,900.00	\$ -	\$ 19,900.00
Signing and Pavement Marking	\$ 38,372.00	\$ -	\$ 38,372.00
Traffic Signalization	\$ 601,172.50	\$ -	\$ 601,172.50
Pedestrian/Bike Path	\$ 169,390.00	\$ -	\$ 169,390.00
Culvert	\$ 106,766.00	\$ -	\$ 106,766.00
Other	\$ 120,992.50		\$ 120,992.50
Project Totals	\$ 1,790,500.00	\$ 389,000.00	\$ 2,179,500.00

PROJECT PROGRAMMING REQUEST

BE IT RESOLVED: That sufficient funds from City of Lenexa

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

Please sign below in accordance with your local policy.

Recommended for Approval:

Appropriate Local Officials

Title

Title Michael A. Boehm, Mayor

ATTEST:

Title

Title Jennifer Martin, City Clerk

Title

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A REQUEST FOR CONSTRUCTION PROJECT [FORM 1302] FROM KANSAS DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF THE 95TH STREET AND LOIRET BOULEVARD INTERSECTION.

WHEREAS, the Federal-Aid Highway Act of 1956, as amended, provides federal-aid funds to assist cities in improving their roads and streets; and

WHEREAS, the City desires to construct improvements to the 95th street and Loiret Boulevard Intersection ("Project"); and

WHEREAS, the Secretary of Transportation of the State of Kansas ["Secretary"] will be designated as Agent for the City of Lenexa, Kansas ["City"]; and

WHEREAS, the Secretary is hereby requested to program, for construction, the above named Project; and

WHEREAS, the City pledges to the Secretary that it has or will have sufficient funds available in the amount and at the time required to supplement federal funds available for the completion of this Project; and

WHEREAS, the City has read and understands the terms and conditions of the Kansas Department of Transportation ["KDOT"] Request for Construction Project.

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

SECTION ONE: The City of Lenexa, a municipal corporation, hereby does hereby authorize the Mayor to execute the Request for Construction Project [Form 1302] from KDOT for the 95th Street and Loiret Boulevard Improvements, attached hereto as Exhibit "A" and incorporated herein by reference, and pledges that sufficient funds will be available upon receipt of federal funding approval. The City of Lenexa also hereby approves and authorizes the Mayor to execute such other documents as may be necessary to complete all required certifications for the Project without further Governing Body action as approved by the Community Development Director.

SECTION TWO: This resolution shall become effective upon passsge by the Governing Body.

ADOPTED by the City Council this 17th day of January, 2023.

SIGNED by the Mayor this 17th day of January, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Steven D, Shrout, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 7

SUBJECT: Resolution authorizing the Mayor to execute an engineering agreement with Bartlett and West for design services for the 81st Terrace to 81st Street Storm Drainage Improvements Project

CONTACT: Tim Green, Deputy Community Development Director

DATE: January 17, 2023

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute an engineering consultant agreement with Bartlett and West for design services for the 81st Terrace to 81st Street Storm Drainage Improvements Project.

PROJECT BACKGROUND/DESCRIPTION:

Routine inspections by City staff identified several corrugated metal pipes in the residential area, east of Maurer Road, between 81st Terrace and 81st Street that are in poor condition. Because of the size and related risk of failure, this project was a good candidate for Johnson County Stormwater Management funding. Staff submitted the project to Johnson County in spring 2022 and the project was awarded 2023 funding. Originally, this project was smaller in scope and encompassed the area between 81st Terrace and 81st Street as named. To encourage better bids, the area was expanded to include an area from approximately 80th Place to 82nd Street between Swarner Drive and Christa McAuliffe Elementary School.

Annually, the City requests a Statement of Interest (SOI) from consulting firms related to roadway design, storm drainage design, traffic engineering services, construction observation services, and parks facility design. Staff shortlists and reviews SOIs for each Capital Improvement Program (CIP) project. A staff committee reviewed the SOIs and selected Bartlett and West, Inc. to perform design services based on review of the proposal and past experience.

The engineering consultant agreement is standard and available for review in the City Clerk's office.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This is a CIP project (Project No. 90064) and the design services contract with Bartlett and West is \$74,366.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

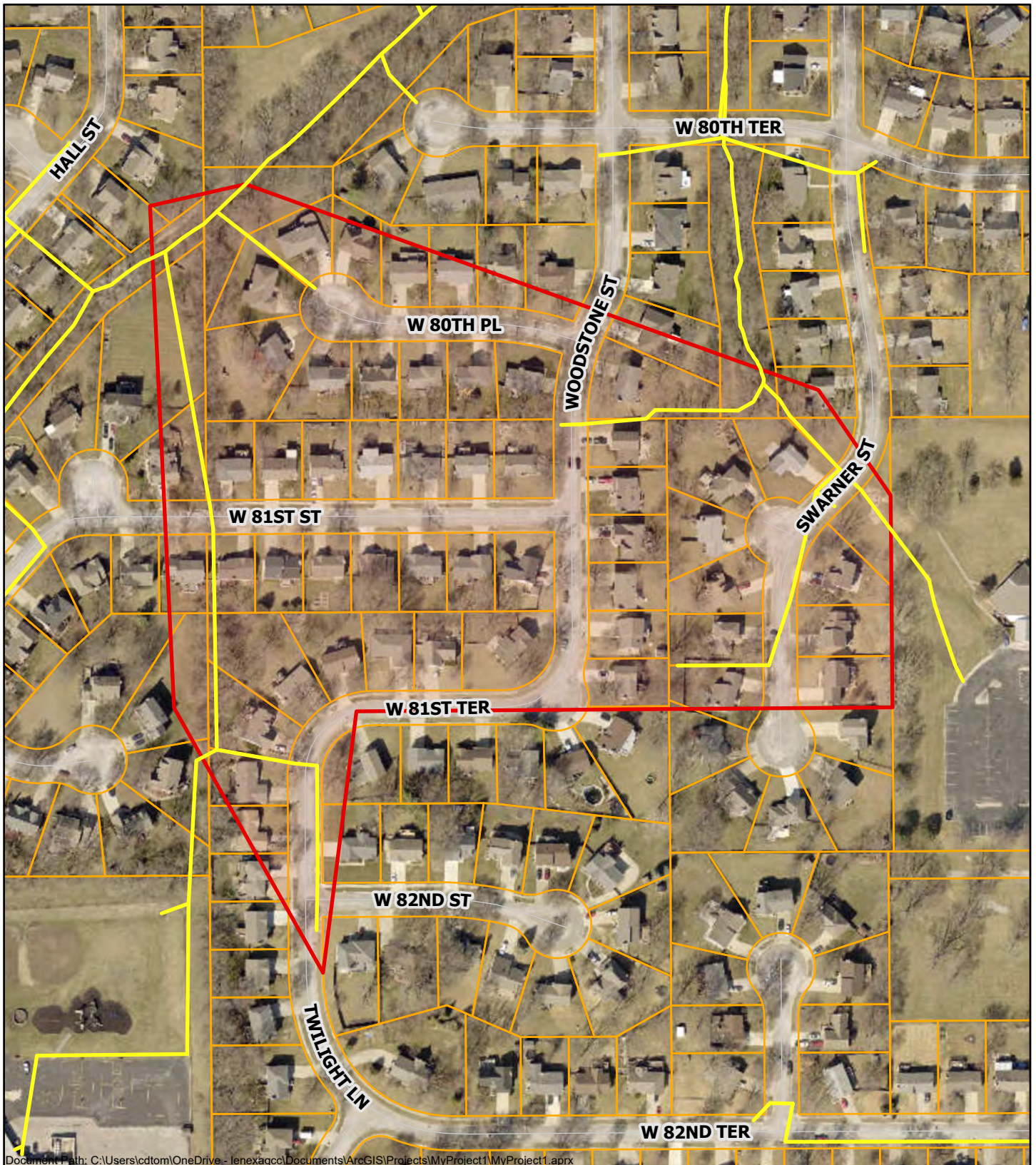
Integrated Infrastructure & Transportation

Guiding Principles

Sustainable Policies and Practices

ATTACHMENTS

1. Map
2. Resolution



81st Terrace to 81st Street Storm Drainage Improvements Project



0 100 200 400
Feet

RESOLUTION NO. 2023 - _____

A RESOLUTION APPROVING AN AGREEMENT WITH BARTLETT & WEST, INC. [“CONSULTANT”] TO PROVIDE DESIGN SERVICES FOR THE 81ST STREET STORM DRAINAGE IMPROVEMENTS PROJECT [“PROJECT”].

WHEREAS, the City of Lenexa, Kansas (“City”) has defined a need for design services for the above Project; and

WHEREAS, Consultant has submitted an Engineering Consultant Services Agreement [“Agreement”] to provide such services; and

WHEREAS, both parties have read and understand the terms and conditions of said Agreement, which is attached hereto as Exhibit A and incorporated herein by reference.

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby authorize the Mayor to execute the Consultant Services Agreement, in substantially the same for as attached hereto as Exhibit A and incorporated herein by reference.

SECTION TWO: This Resolution shall take effect immediately after its adoption.

ADOPTED by the Lenexa City Council this 17th day of January, 2023.

SIGNED by the Mayor this 17th day of January, 2023.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

Approved As To Form:

Steven D. Shrout, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 8

SUBJECT: Resolution calling for a public hearing to consider establishing a community improvement district for the City Center Area A Building Project - Restaurant Row

CONTACT: Sean McLaughlin, City Attorney

DATE: January 17, 2023

ACTION NEEDED:

Adopt a resolution calling for a public hearing to consider establishing a community improvement district (CID) for the City Center Area A Building Project - Restaurant Row.

PROJECT BACKGROUND/DESCRIPTION:

The City received a petition from AC City Center Lenexa, LLC, which owns 100% of the land within the proposed CID. In order to establish a CID, the City must hold a public hearing. The attached resolution provides notice of a public hearing to consider the establishment of a CID over property located at the southwest corner of 87th Street Parkway & Renner Boulevard. The public hearing will be held at the Tuesday, February 21st City Council meeting at 7 PM or as soon thereafter as may be heard. At the public hearing, staff will present more detailed information regarding the proposed CID Project. After the presentation, all interested persons will be provided an opportunity to be heard. Following the public hearing, the Governing Body, by a majority vote, may adopt an ordinance establishing the CID.

The proposed CID is proposing to levy a 2% CID sales tax on all property within the CID, which covers 4.43 acres ("Property"). The Developer anticipates constructing a two-phase project including:

- Phase One - Two retail buildings consisting of approximately 17,903 square feet, intended for restaurant use, as well as associated site work, utilities, lighting, landscaping, hardscape and parking facilities including footings for a future parking deck.
- Phase Two - Approximately 10,604 square feet of retail and 51,400 square feet of office and construction of an approximate 70 space parking deck.

The CID sales tax will commence on or about October 1, 2024 and the funds will be used to pay for approved CID eligible costs associated with the CID Project.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

There are no financial implications to the City. It is proposed that this will be a reimbursement CID financed with a 2% CID sales tax on retail sales with the CID area.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

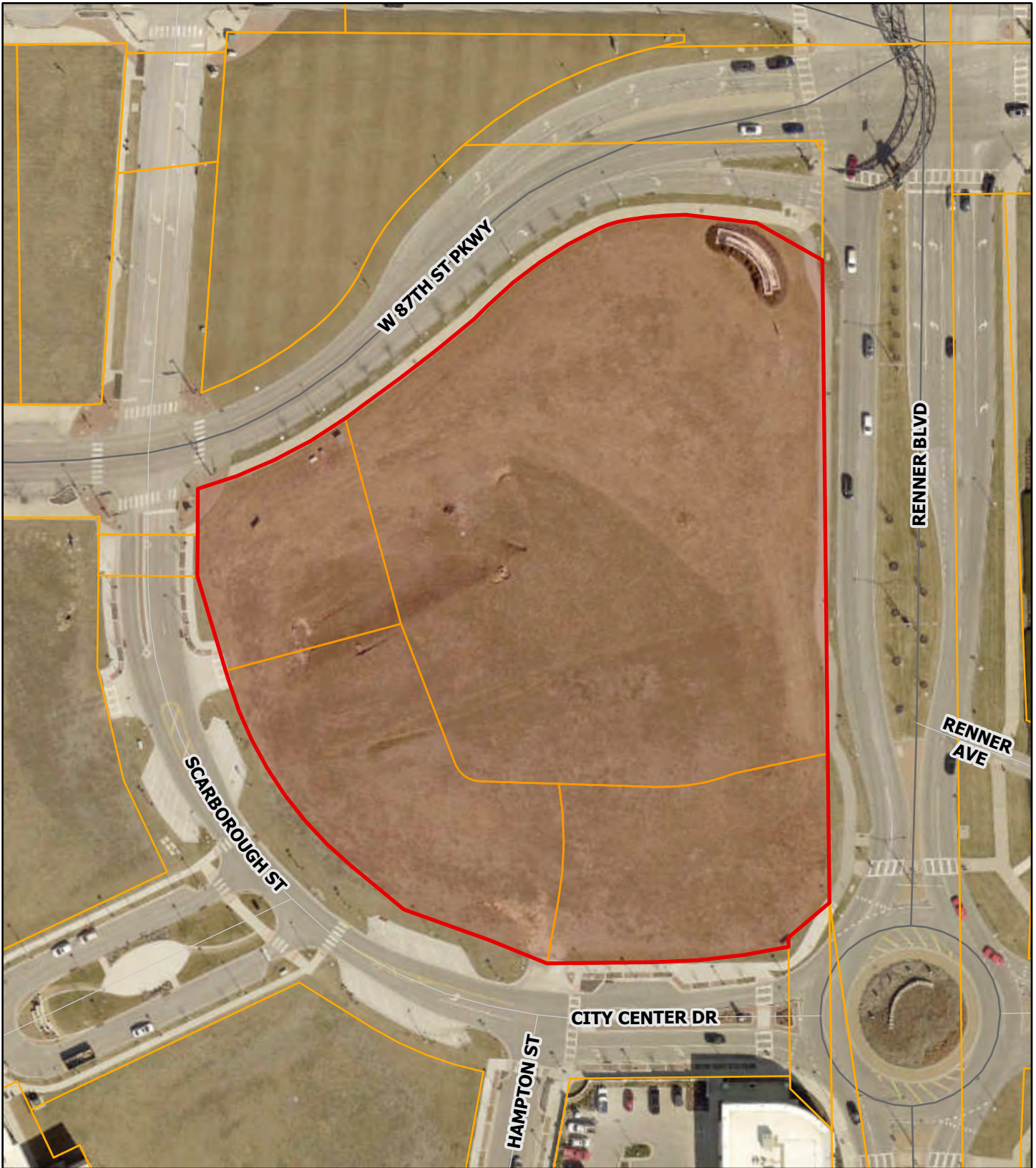
Thriving Economy

Guiding Principles

Responsible Economic Development

ATTACHMENTS

1. Map
2. Resolution
3. CID Petition located in the Appendix



Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

City Center Lenexa Area A Proposed CID Boundaries



0 50 100 200
Feet

RESOLUTION NO. _____

**A RESOLUTION GIVING NOTICE OF A PUBLIC HEARING TO CONSIDER THE
ADVISABILITY OF ESTABLISHING A COMMUNITY IMPROVEMENT DISTRICT
OVER A PORTION OF LAND IN THE CITY OF LENEXA, KANSAS (CITY
CENTER AREA A BUILDING PROJECT – RESTAURANT ROW).**

WHEREAS, K.S.A. 12-6a26 *et seq.*, as amended, establishes the Community Improvement District Act (the “Act”) for economic development and any other purpose for which public money may be expended; and

WHEREAS, cities are authorized to create a community improvement district (“CID”) to assist with the financing of eligible projects provided cities comply with the procedures set forth in the Act; and

WHEREAS, the City received a petition from the owners of record of 100% of the land within the proposed CID and the owners of 100% by assessed value of the land area within the proposed CID generally described as the southwest corner of 87th Street Parkway and Renner Boulevard (the “Project”) and legally described in Section 8 herein; and

WHEREAS, in order to assist in the development and redevelopment of the CID Project, the City desires to consider the establishment of a CID as requested by Petitioners and in accordance with the Act; and

WHEREAS, K.S.A. 12-6a29 provides that any city proposing to establish a CID must adopt a resolution stating that the city is considering the establishment of a CID and include in such resolution notice that a public hearing will be held to consider the establishment of the CID.

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

SECTION 1. A public hearing to consider the advisability of creating a CID shall be held at the Lenexa City Council meeting on February 21, 2023 at 7:00 p.m., central daylight time or as soon thereafter as it may be heard, in the Council Chambers at the Lenexa City Hall, 17101 W. 87th St. Pkwy, Lenexa, Kansas.

SECTION 2. The general nature of the CID Project includes the construction of an a two phase project: Phase I will include two retail buildings consisting of approximately 17,903 square feet intended for restaurant use, as well as associated site work, utilities, lighting, landscaping, hardscape and parking facilities including footings for a future parking deck on the Petitioner Property and Phase II is anticipated to include approximately 10,604 square feet of retail and 51,400 square feet of office and construction of an approximate 70 space parking deck on the Petitioner Property. The Petitioner is requesting that revenues

generated from a CID Sales Tax be used to pay for or reimburse some or all of the Project costs. The general components of the Project include but are not limited to such items as site preparation, construction of buildings and tenant finish improvements, including FF&E, construction of infrastructure and surface parking; ongoing operation and maintenance costs and other any other items or uses associated with the CID Project as authorized by the Act.

SECTION 3. The estimated total cost of the CID Project is \$37,500,000.

SECTION 4. The proposed method of financing the Project is through a combination of private equity, private debt and Pay-as-you-go financing reimbursed with a CID sales tax in the proposed amount of two percent (2%). The City may entertain a future request to issue CID Special Obligation Bonds if the City deems it is feasible and in the best interest of the City, but the City is not obligated to approve such issuance. Further, the City will not be issuing full faith and credit bonds to finance this proposed Project.

SECTION 5. The proposed amount of the CID sales tax to be levied is two percent (2%) for a term of twenty-two (22) years from the date the CID sales tax is first collected and the Petition proposes an October 1, 2024 commencement date for the CID sales tax.

SECTION 6. There will be no CID special assessment levied on the property as a result of the CID petition.

SECTION 7. A map of the proposed CID is included in Exhibit A attached to this Resolution and incorporated herein.

SECTION 8. The legal description of the proposed CID is as follows:

Tract A, Lot 10, Lot 11 and Lot 12, CITY CENTER LENEXA NINTH PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas.

SECTION 9. The Governing Body shall consider findings necessary for the establishment of the proposed CID.

SECTION 10. A copy of this Resolution shall be mailed by certified mail, return receipt requested, to each owner and occupant of land within the proposed CID project area at least 10 days prior to the date of the public hearing. The City Clerk shall publish this resolution at least once each week for two consecutive weeks in the official city newspaper with the second publication occurring at least seven days prior to the date fixed for the public hearing.

SECTION 11. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Lenexa City Council this 17th day of January, 2023.

SIGNED by the Mayor this 17th day of January, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

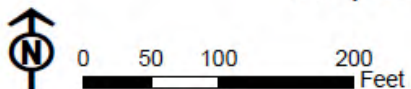
Approved As To Form:

Sean McLaughlin, City Attorney

Exhibit A – Map of Proposed CID District



City Center Lenexa Area A
Proposed CID Boundaries





**CITY COUNCIL
MEMORANDUM**

ITEM 9

SUBJECT: Resolution calling for a public hearing to consider approving Redevelopment (TIF) Project Plan 1J in the City Center TIF District (City Center Area A Restaurant Row Buildings A1 & A4 Project)

CONTACT: Sean McLaughlin, City Attorney

DATE: January 17, 2023

ACTION NEEDED:

Adopt a resolution calling for a public hearing to consider approving Redevelopment (TIF) Project Plan 1J in the City Center TIF District (City Center Area A Restaurant Row Buildings A1 & A4 Project).

PROJECT BACKGROUND/DESCRIPTION:

This resolution provides notice of a public hearing on February 21, 2023, at which time the Governing Body will consider approving Redevelopment (TIF) Project Plan 1J ("Project Plan 1J") encompassing 2.96 acres located in the southwest corner of 87th Street Parkway & Renner Boulevard in the City Center TIF District.

Pursuant to state law, before a TIF project plan is considered by a governing body, the city's planning commission must first examine the proposed project plan in light of the city's comprehensive plan and make a finding that the two plans are consistent. The Planning Commission made such a finding at the January 9, 2023 meeting. The project is to be completed on behalf of AC2CCL, LLC ("Developer") and contemplates construction of a 9,000 square foot restaurant/retail building and a 8,800 square foot restaurant, as well as associated site work, utilities, and parking facilities.

The TIF increment generated from the Project Plan 1J area would be used to reimburse the Developer for its TIF eligible costs. The eligible costs, priority, and terms of reimbursement would be set forth in a Disposition and Development Agreement (DDA), but generally provide for the Developer to be reimbursed with TIF increment up to a maximum reimbursement of \$3.7 million, commencing upon substantial completion of the construction in accordance with approved plans and permits. Project Plan 1J also contemplates up to \$1.77 million in public TIF reimbursable costs for eligible public improvements.

Adoption of the DDA will be considered at the February 21, 2023 City Council meeting if Project Plan 1J is approved. A copy of Project Plan 1J is also included for your information and will be available for the public after publication of this resolution.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Thriving Economy

Guiding Principles

Responsible Economic Development

ATTACHMENTS

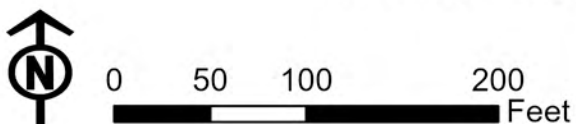
1. Map
2. Resolution
3. Project Plan 1J located in the Appendix



Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

City Center Lenexa Area A

Restaurant Row Buildings A1 & A4



RESOLUTION NO. 2023 -

A RESOLUTION PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADOPTION OF REDEVELOPMENT PROJECT PLAN 1J FOR THE CITY CENTER TIF DISTRICT (City Center Area A Restaurant Row Buildings A1 & A4 Project).

WHEREAS, on September 11, 2001, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”) and Ordinance No. 4427 of the City of Lenexa, Kansas (“City”), and in order to promote, stimulate and develop the general and economic welfare of the City, the Governing Body established a redevelopment district consisting of approximately 190 acres referred to as the City Center TIF District (“Original District”); and

WHEREAS, on December 20, 2005, the Governing Body adopted Ordinance No. 4824 amending the City Center Redevelopment District to encompass a total of approximately 424 acres (“District”); and

WHEREAS, the Governing Body desires to consider adoption of Redevelopment (TIF) Project Plan 1J (“Project Plan 1J”) in accordance with the Act. The purpose of Project Plan 1J is to redevelop approximately 2.96 acres (the “Project Plan 1J Area”) to construct an approximately 9,000 sq. ft. restaurant/retail building and an approximately 8,800 sq. ft. restaurant, surface parking, landscaping, hardscaping, sidewalks, related site amenities, signage, and associated infrastructure improvements (the “Private Project”); and

WHEREAS, Project Plan 1J is located on the southwest corner of Renner Blvd. and 87th Street Parkway; and

WHEREAS, a feasibility study was completed which indicates the benefits derived from Project Plan 1J are significant. Revenues from the redevelopment (TIF) project area included in Project Plan 1J and other available revenues are expected to be sufficient to pay for the eligible TIF reimbursable project costs; and

WHEREAS, on January 9, 2022, the City Planning Commission reviewed Project Plan 1J and passed a resolution finding that Project Plan 1J is consistent with the comprehensive general plan for the development of the City.

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

SECTION 1: A public hearing to consider adoption of Project Plan 1J shall be held at the City Council meeting on Tuesday, February 21, 2023, at 7:00 p.m.,

Central Standard Time, or as soon thereafter as it can be heard, at the Lenexa City Hall, 17101 W. 87th Street Parkway, Lenexa, Kansas.

SECTION 2: The amended redevelopment district was approved on December 20, 2005, and its boundaries are as follows:

Beginning at the Northwest corner of the Northeast Quarter of Section 31, Township 12 South, Range 24 East; thence South along the West line of the Northeast Quarter of said Section 31 to the Southwest corner of the Northeast Quarter of said Section 31; thence East along the South line of the Northeast Quarter of said Section 31 to the Southeast corner of the Northeast Quarter of said Section 31, and continuing East along the South line of the Northwest Quarter of Section 32, Township 12 South, Range 24 East to the Easterly right-of-way line of Renner Boulevard as it now exist; thence North along the Easterly right-of-way line of said Renner Boulevard to the intersection with the South line of the Northwest Quarter of the Northwest Quarter of Said Section 32; thence East along the South line of the Northwest Quarter of the Northwest Quarter of said Section 32, to the intersection with the centerline of Interstate Route 435, as it now exists; thence South along the centerline of said Interstate Route 435 to the South line of the Northwest Quarter of said Section 32; thence East along the South line of the Northwest Quarter of said Section 32, to the Southeast corner of the Northwest Quarter of said Section 32; thence North along the East line of the Northwest Quarter of said Section 32, to the Northeast corner of the Northwest Quarter of said Section 32; thence West along the North line of the Northwest Quarter of said Section 32, to the centerline of Interstate Route 435, as it now exists; thence North along the centerline of said Interstate Route 435 to the North line of the Southwest Quarter of Section 29, Township 12 South, Range 24 East; thence West along the North line of the Southwest Quarter of said Section 29, to the Northwest corner of the Southwest Quarter of said Section 29; thence South along the West line of the Southwest Quarter of said Section 29, to the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 30, Township 12 South, Range 24 East; thence West along the South line of Stonecreek of Parkhurst 1st Plat, Stonecreek of Parkhurst 2nd Plat, and Estates of Parkhurst 1st Plat, all subdivisions of land in Johnson County, Kansas, to the Northeast corner of Horizons West Re-Plat 3rd Plat, a subdivision of land in Johnson County, Kansas; thence South along the East line of said Horizons West Replat 3rd Plat, and its extension South, to the South line of the Southeast Quarter of said Section 30; thence West along the South line of the Southeast Quarter of said Section 30 to the Point of Beginning, containing approximately 424 acres.

SECTION 3: The boundary of the area proposed to be included within the project area that is the subject of Project Plan 1J is legally described as:

All of Tract A and Lots 10 and 12, City Center Lenexa Ninth Plat, a subdivision in the City Lenexa, Johnson County, Kansas, EXCEPT that part of Tract A, as prepared by Michael Dean LS-1612, on December 30, 2022; and being more particularly described as follows:

BEGINNING at the Northeast corner of said Tract A, said point also being the point of intersection of the South Right-of-Way line of W. 87th Street Parkway and the West Right-of-Way line of Renner Boulevard, as both are now established; thence South 02°26'40" East, along the East line of said Tract A, and along the West Right-of-Way line of said Renner Boulevard, a distance of 143.89 feet; thence North 90°00'00" West, departing the East line of said Tract A and the West Right-of-Way line of said Renner Boulevard, a distance of 175.69 feet; thence North 45°00'00" West, a distance of 16.97 feet; thence North 00°00'00" East, a distance of 47.16 feet; thence North 40°07'25" West, a distance of 49.95 feet; thence North 12°14'39" East, a distance of 39.31 feet, to a point on the North line of said Tract A, said point also being on the South Right-of-Way line of said W. 87th Street Parkway, said point also being on a non-tangent curve; thence Northeasterly, along the North line of said Tract A, and along the South Right-of-Way line of said W. 87th Street Parkway, and along a curve to the right, whose initial tangent bearing is North 53°26'22" East, having a radius of 282.00 feet, and through a central angle of 09°58'36", an arc length of 49.10 feet, to a point of compound curvature; thence Northeasterly and Easterly, continuing along the North line of said Tract A and along the South Right-of-Way line of said W. 87th Street Parkway, and along a curve to the right, having a radius of 82.00 feet, and through a central angle of 15°06'48", an arc length of 21.63 feet, to a point of compound curvature; thence Easterly, continuing along the North line of said Tract A, and along the South Right-of-Way line of said W. 87th Street Parkway, and along a curve to the right, having a radius of 266.00 feet, and through a central angle of 09°15'33", an arc length of 42.99 feet, to a point on a non-tangent line; thence South 85°10'52" East, continuing along the North line of said Tract A, and along the South Right-of-Way line of said W. 87th Street Parkway, a distance of 52.05 feet; thence South 62°24'31" East, continuing along the North line of said Tract A, and along the South Right-of-Way line of said W. 87th Street Parkway, a distance of 54.99 feet, to the POINT OF BEGINNING of that part being excepted from said Tract A.

The hereon described TIF Plan Area contains 128,973.72 square feet, or 2.9608 acres, more or less.

SECTION 4: Project Plan 1J, including the feasibility study and a description and map of the area to be redeveloped, are available for inspection during regular business hours in the office of the City Clerk. Because no relocation is required by the Project Plan, no relocation assistance plan is included, and there are no financial guarantees of prospective developers.

SECTION 5: The City Clerk shall mail a copy of this Resolution, Exhibit A, and a courtesy copy of Project Plan 1J by certified mail, return receipt requested, to the Board of County Commissioners of Johnson County, Kansas, and the Board of Education of Unified School District No. 512, Johnson County, Kansas. The City Clerk shall also mail copies of the above by certified mail to each owner and occupant of land within the proposed redevelopment project area not more than 10 days following the date of adoption of this Resolution.

SECTION 6: This Resolution and Exhibit A (which includes a sketch of the area to be included in the project plan) shall be published by the City Clerk once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing.

ADOPTED by the Governing Body this 17th day of January, 2023.

SIGNED by the Mayor this 17th day of January, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

Approved As To Form:

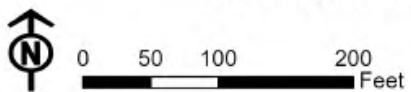
Sean McLaughlin, City Attorney

EXHIBIT A



Data Source: City of Lenexa and Johnson County, Kansas
For further information, please call 913.477.5700

City Center Lenexa Area A
Restaurant Row Buildings A1 & A4





**CITY COUNCIL
MEMORANDUM**

ITEM 10

SUBJECT: Consideration of right-of-way vacation located at the north end of Belmont Drive, north of 83rd Street

CONTACT: Stephanie Kisler, Planning & Development Administrator

DATE: January 17, 2023

ACTION NEEDED:

- a. Conduct a public hearing; and
- b. Pass an ordinance vacating the right-of-way located at the north end of Belmont Drive, north of 83rd Street.

PROJECT BACKGROUND/DESCRIPTION:

This vacation application is related to plat applications (PT23-01PR & PT23-02F), which will be considered by City Council on February 7, 2023, for a replat of lots 8-13 of Belmont Estates to reconfigure the parcels into two single-family residential lots. The development includes the vacation of the existing right-of-way at the north end of Belmont Drive and the dedication of necessary right-of-way to move the planned cul-de-sac farther south. The project will result in Belmont Drive terminating in a new cul-de-sac and construction of related infrastructure improvements.

The original 20-lot plat for Belmont Estates was approved in 1966. The subdivision was annexed into the City in 1986. The proposed use of the subject site is changing from six single-family lots to two single-family lots. The existing lots on the northernmost portion of Belmont Drive are within Flood Zone X and include stream buffer, which makes these existing lots undevelopable in their current form. The applicant requests to combine the six current lots and replat them into two developable lots at the north end of Belmont Drive. The vacation request is necessary in order to allow the previously planned cul-de-sac to be shifted south on Belmont Drive.

The standards for approval of a vacation are:

1. Legal notice has been given by publication:

- As required by law, a notice of public hearing was published on Tuesday December 27, 2022 in the Legal Record.

2. That no private rights will be injured or endangered by such vacation:

- It is staff's opinion that no private rights will be injured or endangered by this vacation.

3. That the public will suffer no loss or inconvenience by said vacation:

- Staff does not anticipate any loss or inconvenience imposed on the public by this vacation.

4. That justice to the petitioner, the vacation should be granted:

- It is staff's opinion the vacation should be approved.

STAFF RECOMMENDATION:

Passage of the ordinance.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

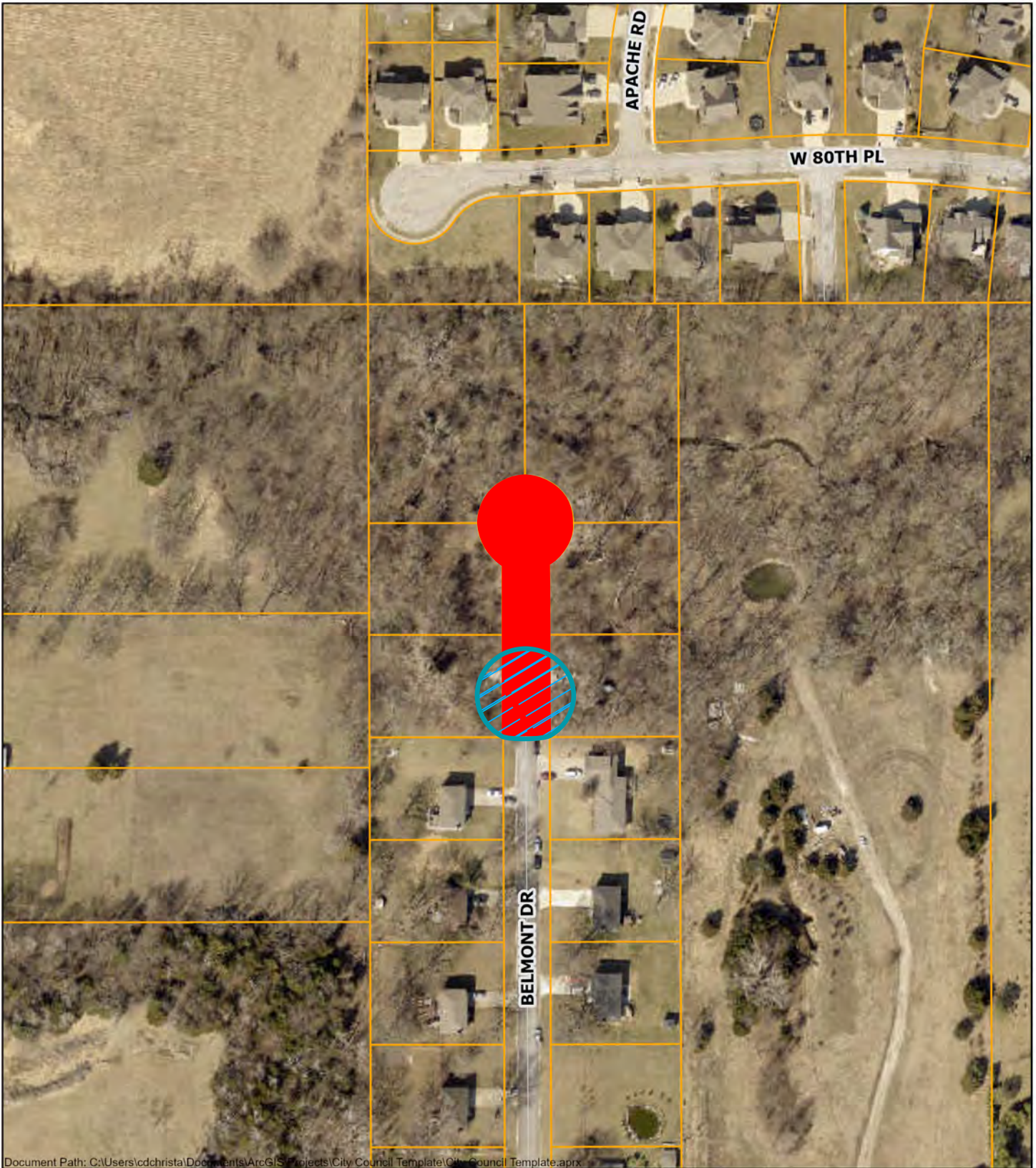
Vibrant Neighborhoods

Guiding Principles

Responsible Economic Development

ATTACHMENTS

1. Map
2. Ordinance



Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

Vacation of Belmont Drive Right-of-Way

VA23-01



ORDINANCE NO. _____

AN ORDINANCE VACATING RIGHT OF WAY, OR A PART THEREOF, LOCATED IN THE VICINITY OF THE NORTH END OF BELMONT DRIVE, NORTH OF WEST 83RD STREET IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS.

WHEREAS, the City of Lenexa, Kansas has received a request for the vacation of right-of-way or a portion thereof, located at the north end of Belmont Drive, north of West 83rd Street; and

WHEREAS, the right-of-way was recorded in 1966 as a part of Belmont Estates; and

WHEREAS, the City has caused Notice of Public Hearing to be published in the official City newspaper according to K.S.A. 12-504, *et seq.*, and amendments thereto; and

WHEREAS, the Governing Body of the City has held a hearing on said Petition and evidence has been presented, and the Governing Body has determined that due and legal notice has been given by publication as required by statute; and

WHEREAS, the Governing Body heard the evidence at the public hearing on January 17, 2023; and

WHEREAS, the Governing Body having reviewed and weighed the evidence finds:

1. No private rights will be injured or endangered by this vacation; and
2. The public will suffer no loss or inconvenience by this vacation; and
3. The petitioner should in the interest of justice be granted this request.

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

SECTION ONE: The following described real estate, previously dedicated as right-of-way should be and is hereby vacated, to wit:

A tract of land being a part of Belmont Drive right of way, platted as Brier Drive right of way in BELMONT ESTATES, a subdivision in the Northwest One-Quarter of Section 28, Township 12 South, Range 23 East, now in the City of Lenexa, as recorded in book 29 at page 9, Johnson County, Kansas being described as follows:

All of Belmont Drive right of way, platted as Brier Drive right of way lying adjacent to Lots 8, 9, 10, 11, 12 and 13, of said BELMONT ESTATES and containing 0.389 acres more or less.

SECTION TWO: The City of Lenexa, Kansas reserves to itself any property rights it may hold in the area that are not expressly vacated herein.

SECTION THREE: That said Ordinance shall take effect from and after its passage and publication as required by law.

SECTION FOUR: That the City Clerk shall certify a copy of this Ordinance to the Register of Deeds of Johnson County, Kansas, for filing all in accordance with K.S.A. 12-504, et seq., and amendments thereto.

PASSED by the Governing Body this 17th day of January 2023.

SIGNED by the Mayor this this 17th day of January 2023.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Steven Shrout, Assistant City Attorney II



**CITY COUNCIL
MEMORANDUM**

ITEM 11

SUBJECT: Consideration of an amendment to the 2023-2027 Capital Improvement Program (CIP) and a bid award for the Parks, Recreation, and Open Space Comprehensive Plan Project

CONTACT: Mandy Danler, Assistant Parks & Recreation Director

DATE: January 17, 2023

ACTION NEEDED:

- a. Adopt a resolution amending the 2023-2027 CIP to adjust the budget for the Parks, Recreation, and Open Space Comprehensive Plan; and
- b. Approve a bid award to Landworks Studio LLC for consultant services for the Parks, Recreation, and Open Space Comprehensive Plan.

PROJECT BACKGROUND/DESCRIPTION:

The purpose of the Parks, Recreation, and Open Space Comprehensive Plan ("Parks & Recreation Master Plan") is to create a clear set of goals, policy recommendations and objectives that will provide direction regarding development, re-development, and enhancement of the City's parks system, open space, recreation facilities, and recreation programs and services for the next 5-10 years. The Parks & Recreation Master Plan will also provide direction on program offerings, facility construction and management, general capital improvements, park amenities, future park and trail locations and types, in addition to budgetary and financial matters. This process will develop a comprehensive needs assessment and implementation strategies.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This CIP Project (Project No. 70029) total budget is \$128,760, which includes a budget increase of \$30,000. The original budget was established in 2019 and costs to achieve the goals set for the project have increased.

STAFF RECOMMENDATION:

Adoption of the resolution and awarding the bid.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Healthy People
Inviting Places

Guiding Principles
Strategic Community Investment
Inclusive Community Building

ATTACHMENTS

1. Resolution
2. Exhibit located in the Appendix
3. Presentation located in the Appendix

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2023-2027 CAPITAL IMPROVEMENT PROGRAM TO ADJUST THE BUDGET FOR THE PARKS, RECREATION AND OPEN SPACE COMPREHENSIVE PLAN AND AUTHORIZING THE MAYOR TO EXECUTE A CONSULTANT AGREEMENT WITH LANDWORKS STUDIO, LLC, FOR SERVICES ASSOCIATED WITH THE PARKS, RECREATION AND OPEN SPACE COMPREHENSIVE PLAN.

WHEREAS, on December 6, 2022, the City of Lenexa ("City") adopted, by Resolution 2022-117, a financial planning instrument known as the 2023-2027 Capital Improvement Program ("CIP"); and

WHEREAS, since adoption of the CIP, the City has determined the need to increase the budget for the Parks, Recreation and Open Space Comprehensive Plan ("Master Plan"); and

WHEREAS, City has determined that it is in the City's best interest to obtain the services of a consultant in developing the Master Plan; and

WHEREAS, City has determined that it is in the City's best interest to award the consultant role to Landworks Studio, LLC; and

WHEREAS, the overall change to the CIP will be an increase of \$30,000, the budget for the Master Plan having originally been set in 2019 and costs having increased since then; and

WHEREAS, City desires to amend the CIP to reflect such change and more accurately depict the current status of the above-referenced project and the entire program.

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

SECTION ONE: The Governing Body hereby amends the City's 2023-2027 Capital Improvement Program (CIP) to increase the budget for the City's Parks & Recreation Department Projects by \$30,000, to reflect a total cost of \$130,000 on the Master Plan Project. The increased project costs will be funded through a combination of the Parks & Recreation General Fund and the Recreation Center Fund.

SECTION TWO: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Consultant Agreement with Landworks Studio, LLC, in substantially the same form as attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION THREE: This resolution shall become effective upon adoption by the Governing Body.

ADOPTED by the City Council this 17th day of January, 2023.

SIGNED by the Mayor this 17th day of January, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Spencer L. Throssell, City Attorney

APPENDIX



**MINUTES OF THE
DECEMBER 20, 2022
LENEXA CITY COUNCIL MEETING
COMMUNITY FORUM, 17101 W 87th STREET PARKWAY
LENEXA, KS 66219**

CALL TO ORDER

Mayor Boehm called the meeting to order at 7 PM.

ROLL CALL

Councilmembers Karlin, Eiterich, Nicks, Nolte, Roh, Arroyo, Sayers, and Denny were present with Mayor Boehm presiding.

Staff present included Beccy Yocham, City Manager; Todd Pelham, Deputy City Manager; Scott McCullough, Community Development Director; Sean McLaughlin, City Attorney; Melyn Bounous, Acting City Clerk; and other City staff.

MODIFICATION OF AGENDA

There were no modifications to the agenda.

APPOINTMENTS

Mayor Boehm announced Councilmember Sayers as Council President from January 1, 2023 through June 30, 2023. He thanked Councilmember Roh for his service as Council President the past six months.

Mayor Boehm recommended the reappointment of Geoff Garcia and Jeff Boone to the Police Community Advisory Board with terms expiring December 31, 2025.

Councilmember Sayers made a motion to reappoint these members and Councilmember Denny seconded the motion. Motion passed unanimously.

PRESENTATIONS

Julie Brewer, United Community Services of Johnson County, presented the Alcohol Tax Fund and Human Service Fund annual reports.

CONSENT AGENDA

1. Consideration of approval of two new Cereal Malt Beverage licenses for 2023
 - a. Approval of a new CMB license for MOD Pizza, located at 8742 Loiret Boulevard
 - b. Approval of a new CMB license for El Rinconcito Salvadoreno 2, located at 7936 Quivira Road

The owners of MOD Pizza and El Rinconcito Salvadoreno 2 have applied for Cereal Malt Beverage licenses for 2023.

2. Acceptance for maintenance

- a. Acceptance of the Arbor Lake, Sixth Plat, 91st Street Public Improvements Project for maintenance

This project constructed public street, storm, and streetlight improvements along 91st Street from Green Street east approximately 565 feet and was funded by private development.

- b. Acceptance of the Eurofins Viracor Turn Lane Improvements Project for maintenance

This project constructed public street and streetlight improvements in the Eurofins Viracor Turn Lane Improvements Project and was funded by private development.

- c. Acceptance of the College West Business Park Turn Lane Improvements Project for maintenance

This project constructed public street, storm, and streetlight improvements for the College West Business Park Turn Lane Improvements Project and was funded by private development.

- d. Acceptance of the Villas at Waterside Lot 1 Public Sidewalk Improvements Project for maintenance

This project constructed public sidewalk improvements for the Villas at Waterside Lot 1 and was funded by private development.

- e. Acceptance of the Kansas Commerce Center Lot 4 Right-Turn Lane Public Improvements Project for maintenance

This project constructed public street and streetlight improvements for the Kansas Commerce Center Lot 4 Right-Turn Lane Public Improvements project and was funded by private development.

3. Acceptance of drainage, utility, sewer, and landscape easements as shown on Watercrest Landing, Sixth Plat

This final plat is a replat of Watercrest Landing Third and Fourth Plats, both of which were approved in the spring of 2021. The replat increases the size of several lots in the subdivision, resulting in a net reduction of 4 lots. The streets are not part of the replat.

4. Acceptance of right-of-way and drainage and utility easements as shown on CubeSmart Lenexa Plat

This is a one lot final plat to join an unplatted 2.68-acre parcel and a second lot (consisting of the northernmost 20 feet of Lot 3, College Crossings Business Park Replat) into one 2.83-acre parcel for development of a self-storage facility. Right-of-way and drainage and utility easements are being dedicated to the City with the final plat.

5. Acceptance of right-of-way, utility, drainage, sewer, and landscape easements as

shown on Arbor Lake South, First Plat

The final plat is a 43-lot subdivision at the northwest corner of Prairie Star Parkway and Shady Bend Road. The final plat is being reconsidered due to a change to the perimeter boundary of the plat. The plat was originally approved in the fall of 2021. The boundary change requires reapproval of the plat. The public streets are identical to the original plat. Additional easements are shown on this plat that were not shown on the previously approved plat.

6. Acceptance of right-of-way, drainage, utility, landscape, and sidewalk easements as shown on Mize Hill, Second Plat
This is a 43-lot final plat for the second phase of Mize Hill to facilitate construction of two-family homes (duplexes). Right-of-way, drainage, utility, landscape, and sidewalk easements are being dedicated to the City with the final plat. PT22-24F
7. Consideration of resolutions adopting the FY 2023 Alcohol Tax Fund and Human Service Fund distributions
 - a. Resolution authorizing the Mayor to execute an agreement with United Community Services of Johnson County ("UCS") for the administration of Alcohol Tax Funds for FY 2023
 - b. Resolution authorizing the City Manager to execute an agreement with UCS for the administration of funds appropriated to the Human Service Fund for FY 2023
The City budgets and appropriates funds to support drug abuse and alcoholism prevention programs and human service programs through United Community Services of Johnson County's (UCS) Drug and Alcoholism Council and Human Service Fund. The amounts the City allocated for FY 2023 are \$135,000 and \$22,350, respectively.
8. Resolution approving and authorizing the Mayor to execute an amendment to the agreement with Trustmark Health Benefits, Inc. for the 2023 healthcare benefit plan term
Trustmark Health Benefits, Inc. ("Trustmark") serves as the third-party administrator for the provision of medical services and benefits for the City's healthcare plans. The City's current agreement expires on December 31, 2022. Staff proposes amending the agreement with Trustmark for fiscal year 2023 for an estimated total cost of \$227,546.
9. Resolution approving Addendum #2 to the contract with Custom Lighting Services, LLC d/b/a Black & McDonald for the streetlight maintenance agreement
In 2021, the City Council approved an agreement with Black & McDonald for streetlight maintenance with the option to extend the contract up to two additional one-year terms. This addendum will update the unit price schedule and extend the contract for an additional one-year term. The contract amount for 2023 is \$329,765.21.
10. Resolution authorizing the Mayor to execute a Community Development Block Grant project extension request with Johnson County
Pursuant to the sub-recipient agreement with Johnson County, the City must formally

request an extension of the Community Development Block Grant funds for any work not completed by December 31, 2022. Due to the extended delay times for the delivery of street light poles, the City requested that the project completion be extended until June 30, 2023.

11. Resolution establishing the fiscal year 2023 Schedule of Fees
Staff has reviewed the 2022 Schedule of Fees to determine if any adjustments are appropriate for fiscal year 2023. Based on this review, staff proposes changes for certain parks and recreation fees, right-of-way management fees, dumpster fees, and cemetery fees. If approved, the fee changes will be effective January 1, 2023.
12. Resolution amending the fiscal year 2023 Transportation Improvement Program fees
Staff is adding three new land uses to the proposed fiscal year 2023 Transportation Improvement Program (TIP) Fees, including Medical Office, Sit-Down Quality Restaurant and Sit-Down High Turnover Restaurant. In addition, staff revised the Bank w/Drive-Thru land use to the more generic Bank use.
13. Ordinance amending the fiscal year 2023 Tow and Storage fees
The Police Department is requesting an increase to the City's fiscal year 2023 tow and storage fees. City code requires that tow and storage fees be set by Council with the passage of an ordinance.
14. Resolution approving the City Council's 2023 Legislative Priorities
Each year, the City Council adopts a set of policy positions pertaining to the governance and finances of the City, which may be affected by action at the state or federal level. These Legislative Priorities are organized according to the City Council's Guiding Principles and guide staff in advocating for municipal issues to state legislators and the state's Congressional delegation.
15. Resolution consenting to an assignment and assumption of lease, bond documents, and the payment in lieu of taxes agreement and transfer of bonds (Lackman Business Center - Building D)
On April 1, 2013, the City issued its industrial revenue bonds in the amount of \$6,276,700 to finance the construction of Building D in the Lackman Business Center and authorizing a tax abatement for the project as set forth in a payment in lieu of tax (PILOT) agreement. The Developer is conveying the property to new entities to own the property as tenants-in-common. The Developer has requested the City consent to the assignment and assumption of the lease, and the PILOT by the new entities.
16. Resolution authorizing the assignment and assumption of base lease, lease and the payment in lieu of taxes agreement and transfer of bonds (Lackman Business Center - Building E)
On July 1, 2017, the City issued its industrial revenue bonds in the approximate amount of \$2 million to finance the construction of Building E in the Lackman Business Center and authorizing a tax abatement for the project as set forth in a payment in lieu of tax (PILOT) agreement. The Developer is selling the property to new entities to own the property as tenants-in-common. The Developer has requested the City consent to the assignment and assumption of the base lease, lease, and the PILOT by the new entities.

END OF CONSENT AGENDA

Councilmember Roh made a motion to approve items 1 through 16 on the consent agenda and Councilmember Sayers seconded the motion. Motion passed unanimously.

BOARD RECOMMENDATIONS

17. Consideration of rezoning and companion preliminary plat (plan) for Creekside Park located at the southeast corner of 91st Street and Clare Road from the AG, Agricultural, and RP-1, Planned Residential Single-Family (Low-Density), Zoning Districts to the RP-1, Planned Residential Single-Family (Low-Density) Zoning District
 - a. Ordinance rezoning property from AG, Agricultural and RP-1, Planned Residential Single-Family (Low-Density) districts to RP-1, Planned Residential Single-Family (Low-Density) district
 - b. Approval of companion preliminary plat (plan) for Creekside Park
The applicant is requesting approval to rezone 44.45 acres, located at the southeast corner of 91st Street and Clare Road, and approval of companion preliminary plat (plan) to develop a 60-lot single-family subdivision.

Stephanie Kisler, Planning and Development Administrator, said that Creekside Park is located at the southeast corner of future 91st Street & Clare Road. She presented a location map reflecting the 44 acres to be developed between Clare Road and Gleason Road.

Ms. Kisler discussed the Golden criteria and said staff's in-depth responses to each is contained in the Planning Commission report.

Ms. Kisler said there is a city-owned parcel on the north side of this project and a privately-owned parcel on the south. The City has partnered with the private owner to facilitate a development in this area. She noted that there will have to be some ownership changes of City property as development expands to the north toward future 91st Street. She added that construction of 91st Street will be phased with development.

Ms. Kisler presented the existing zoning map reflecting the existing zoning of AG for the north parcel and RP-1 for the south parcel. She then presented the proposed zoning map reflecting the change to RP-1, making it into a single family, low density zoning district, which would be comparable with everything around it. She noted there is property to the north that remains zoned AG. She said the future land use map designates this area as suburban density residential, as well as some parks and open space that would be the City-owned parcel.

Ms. Kisler presented the preliminary plat, which would have a total of 60 lots and nine tracts with stream buffer. She pointed out the street connections and access points. She said there is an existing home on the private property, and

the applicant intends to keep that home on this large lot, which is currently accessed by Clare Road.

Ms. Kisler explained the phasing of the project, including triggers for the construction of 91st Street. She presented the development concept, explaining that there is a City-owned, existing wetland area in the center of this site, a future trail access, a future park connection, and a landscape buffer. She said the applicant requested a waiver of a buffer fence requirement and staff and the Planning Commission were supportive of that request.

Ms. Kisler said both staff and the Planning Commission recommend approval.

The applicant was present.

Discussion followed regarding the stream buffer, future trails and public access, responsibility for maintenance, and ownership of a portion of the city buffer area for the bridge.

Councilmember Eiterich asked if the existing home matches the character of the neighborhood and Ms. Kisler said the architecture for the new development has not been defined yet. She noted that the existing home will be on acreage. She added that the homes in that cul-de-sac are large, on estate-size lots.

Mayor Boehm said that is creative way to deal with a house that was built on acreage 40 years ago.

Mayor Boehm said this is a good plan for maximizing the developable area while respecting the stream.

Councilmember Arroyo made a motion to approve Item 17a and Councilmember Nolte seconded the motion. Motion passed unanimously.

Councilmember Roh made a motion to approve Item 17b and Councilmember Nicks seconded the motion. Motion passed unanimously.

18. Ordinance approving a permanent Special Use Permit for Lenexa Smart Storage located at the northwest corner of 87th Street Parkway and Maurer Road within the CP-2, Planned Community Retail District
 - a. Ordinance approving a permanent Special Use Permit for Lenexa Smart Storage
 - b. Approval of a preliminary plan for Lenexa Smart Storage

The applicant is requesting approval of a special use permit to allow self-service storage and approval of a preliminary plan for a three-story, 118,560 square foot building consisting of 697 storage units. The site is an undeveloped lot west of an existing multi-tenant commercial building near the northwest corner of 87th Street Parkway & Maurer Road.

Mayor Boehm disclosed ex parte contact with the applicant saying they had lunch recently but refrained from talking about this specific item.

Ms. Kisler said this is a request for a special use permit (SUP) for a self-service storage facility and a preliminary plan near the northwest corner of 87th Street Parkway and Maurer Road. She presented a location map reflecting the site's access through private drives within a commercial shopping center.

Ms. Kisler presented the considerations staff reviewed for the SUP and said that staff's in-depth responses to each are contained in the staff report.

Ms. Kisler presented the site plan reflecting existing, adjacent development. She noted there is one building on this 2.17-acre site that is approximately 118,000 square feet and three stories.

Ms. Kisler said there are almost 700 storage units planned for this building, most of which would be accessed internally. She pointed out where there would be external access storage units on the first floor, as well as the building setbacks.

Ms. Kisler presented the landscape plan and said there would be some work done on the detention basin to the northwest as part of this project, improving drainage in the area. She noted there would also be some improvements made to the drive aisle that runs along the southeast corner of the site within that commercial center, as well as adding landscaping around the perimeter and parts of the building along the east side.

Ms. Kisler presented the building elevations and pointed out where the exterior doors are located and existing foliage along the I-435 corridor that would screen the building.

Ms. Kisler said that both staff and the Planning Commission recommend approval.

The applicant was present.

Councilmember Nicks said he thinks this is a good use.

Councilmember Sayers asked why the SUP is required and Ms. Kisler explained why this zoning district requires it for self-storage.

Bucky Brooks, Copaken Brooks, said they are pleased to be proposing this project and have worked with City staff to integrate the project into the shopping center and its surroundings.

Stan Hurley, project architect, discussed the development's proximity to the existing commercial center and restaurants. He said they would clean up the overgrown trees in stormwater detention area. He said there was some discussion about rerouting some of the traffic at the southeast corner of the site. He pointed out the fence that wraps around the drive and then connects back to the building at a controlled-access gate, as well as the loading area. He reviewed the building's architecture and elevations, saying they would work out details with City staff through the rest of the process.

Sharon Knewtson, 8630 Maurer Road, said she is the owner of Knewtson Properties, which has Dentures Plus, the building that is south of the proposed development. She said this proposed building does look nicer than the one proposed two years ago, but she would like to see some parts of the plan changed.

Ms. Knewtson discussed how they purchased their property and constructed the building on it. She said it was their understanding that this area was supposed to be retail, small business and office buildings, not a giant, three-story storage building that looks like it should be an industrial zone. She talked about her concerns with traffic, water flowing through a ditch onto her property, use of their private drive for the storage facility where there is not a shared maintenance agreement, the need for more storage units in the area, causes of asphalt deterioration, and small businesses storing inventory in the units and accessing them regularly.

Ms. Knewtson discussed her concerns with the water coming from the site and into the creek, a big hole where the water collects and erodes the creek, and how the creek is getting closer to her building. She said correcting the erosion problem should happen before changing the use of the property.

Judd Claussen, Phelps Engineering, said there is a plan for a future lot in the area between the storage building and the dental office. He said that the storage project should help with some of the drainage issues with the cleanup of the overgrown detention basin, which will be an improvement for the overall center. He pointed out the path of the water from the parking lot and where it drains to a low area, depositing into a creek that has been there since the Kmart was originally built. He noted that the plan has been to improve the drainage so that this future lot could be built; installing some storm sewer will help that situation. He added that the ditch would not be addressed with the storage project, but with the development of that other piece of property.

Mr. Claussen discussed the site access and its tie-in to the private drive to the south, saying there are access easements, and the pad sites are also served by an access easement on those private drives throughout the entire development so everyone has access for their customers and employees.

Mayor Boehm said he did not realize there was another lot to be developed where the ditch is and asked for staff guidance.

Scott McCullough, Community Development Director, talked about the open-channel ditch being on both properties and how the problem is an existing maintenance issue that needs to be addressed by the property owners. He added that this new development should not add to the problem, but likely help with the water flow by cleaning up the basin.

Mr. McCullough said the City has codes to protect drainage areas, but this is a commercial area, and staff believes this is a civil issue between neighboring

property owners.

Tim Green, Deputy Community Development Director/City Engineer, explained how the site drainage operates and that this new development would not make drainage worse. He said everything from this site is curb and gutter around the outside, so any of the hard surface from the site drains to the northwest to the pond. He added that it is not unusual to have a site like this on a large site where each developer builds their storm sewer infrastructure, passes it down the line, the next one is responsible for passing theirs to the next property owner.

Beccy Yocham, City Manager, added that to the extent there is a problem on that parcel, that is an issue between the Knewtson property and the ownership of that particular property.

Councilmember Sayers asked about traffic this development would generate and Mr. Brooks said 30 cars a day would be a big number.

Councilmember Roh asked how a private drive is maintained and who is responsible. Mr. Claussen said he confirmed there is an access easement on the survey, which defines who is responsible for what portions.

Ms. Yocham said she does not know what the overall situation is for maintenance of the various segments, but that when the Knewtson's purchased the property from the developer, that would have been the time to negotiate for shared maintenance.

Ms. Knewtson said there is shared maintenance with the restaurants and then the other two pieces are with the whole shopping center. She said they anticipated other small businesses like theirs to the north, so there is no shared maintenance on her drive. She is concerned there will be more traffic than anticipated with the storage facility.

Mayor Boehm said that the current zoning would allow a large retailer, a small Target or a Walmart, without an SUP and that would generate much more traffic than this.

Councilmember Denny asked about the sign deviation recently approved for the swim tenant in this development and if this storage facility will block that sign's visibility.

Mr. McCullough responded that the swim place is accessed from the west side and their intent with the larger sign was to draw people coming onto the site to that end of the building, not to draw attention from 87th Street Parkway. The Planning Commission granted the deviation for that sign, but their access from the parking lot will be unchanged with this project.

Mayor Boehm talked about the placement and size of the building's windows, the sawtooth nature of the doors and the ground access, as well as cross easements and roads, and access between shopping centers.

Councilmember Eiterich asked how this facility compares in number of units to others in the city. Mr. Hurley said this is a fairly common size on a three-story, 115,000 square foot facility.

Councilmember Eiterich asked how the shared access would work for this new building. Mr. Brooks said that as a representative of the applicant, he does not know if there was a shared agreement with the doctor and the developer.

Councilmember Eiterich said she is concerned about the traffic backing up even more than it currently does with this added development.

Chris Tschirhart, Copaken Brooks, showed the site plan and explained that some drive repairs have already been made. He said the City's recent improvements to the 87th Street Parkway & Maurer Road intersection will also improve the access. He explained how the shared access agreement works. He also said there would be a drive loop around the entire property for access.

Discussion followed regarding use of the back drive to access the storage facility, access gates into the facility, uses that could develop on the remaining tract south of the facility, the future of the stream, and phase 3 of the CID.

Councilmember Roh said he would take the back drive to get to the storage and not go by the restaurants and he likes this design better than the first one because it esthetically fits much better to the neighborhood. He is in favor of approving.

Councilmember Karlin spoke on the Golden criteria and how this is a much improved proposal compared to what was proposed a couple of years ago. As far as the zoning and SUP, he said this makes sense; the amount of time it has sat vacant and undeveloped works in the project's favor, and he is not concerned about traffic with the provided access. He is in favor of approval.

Mayor Boehm said that there is precedent in the city for placing storage facilities next to major interstate corridors, and that is congruent with this.

Councilmember Karlin made a motion to approve Item 18a and Councilmember Denny seconded the motion. Motion passed unanimously.

Councilmember Roh made a motion to approve Item 18b and Councilmember Nicks seconded the motion. Motion passed unanimously.

19. Consideration of a revised preliminary plan for Prairie Star Medical Office Building located at 9741 Meadow View Drive in the CP-1, Planned Neighborhood Commercial, Zoning District to allow for a multi-tenant medical office building
The applicant is requesting preliminary plan approval to allow the development of an 11,641 square-foot medical office building at the northeast corner of Prairie Star Parkway and Meadow View Drive. The one-story building includes three separate medical office tenants. The overall site includes space for bicycle parking, sidewalk connections, and patio areas on both the east and west sides of the building.

Ms. Kisler said this is a request for a preliminary plan for a medical office building on Prairie Star Parkway & Meadowview Drive. She presented the location map reflecting the 1.35-acre site, zoned CP-1.

Ms. Kisler said a preliminary plan was approved in 2006, and some slight revisions have been made to that plan. She said this proposed plan has same type of layout with parking to the north and west of a 11,500 square foot building. The site has two access points, but there is no access off of Prairie Star Parkway.

Ms. Kisler presented the site plan and pointed out the sidewalk connection for pedestrian crossing, the trash enclosure, bike parking, a public space amenity with some benches and seating in front of the building, and a private concrete patio and outdoor seating area for employees on the east side of the building. She said there is an existing retaining wall.

Ms. Kisler presented the landscape plan reflecting the existing trees to be preserved and those to be removed. She said there would be some new trees planted as well. She said there would be foundation plantings, and some low shrubs and mulch in the islands. She noted that due to a drainage easement, there will not be trees in the islands.

Ms. Kisler presented the proposed architecture reflecting the two-story appearance and said there are three tenants planned for the space.

Ms. Kisler said both staff and the Planning Commission recommend approval. She added that pending approval of this plan, the applicant has submitted for final approval and is hoping to get on the January 9th Planning Commission agenda.

The applicant was present.

Andy Gabbert, Renaissance Infrastructure Consulting, thanked staff for their work on this project.

Councilmember Roh asked about the distance to K-7 Highway and the water to the east and Ms. Kisler said she believes it is only for retention.

Councilmember Karlin asked about traffic flow on the Casey's property and its potential interference with the traffic flow on the project property.

Mr. Green said that a drive this wide would not be allowed on a city street, but that is a private street, and it is wider to help get the tankers unloaded. Staff is requiring that the exit from Casey's and the exit from the new project line up so the left does not have a problem.

Mayor Boehm said it is an attractive building that will work well here. He added that in 20 years there may be some disappointment that all these one-story buildings are along K-7 Highway, but it looks good now.

Councilmember Nolte made a motion to approve Item 19 and Councilmember Eiterich seconded the motion. Motion passed unanimously.

Mayor Boehm called for a five minute break.

PUBLIC HEARINGS

20. Consideration of a resolution to amend the fiscal year 2022 budget

a. Public Hearing to consider amending the fiscal year 2022 budget

b. Resolution amending the fiscal year 2022 budget

State law requires cities to publish notice and hold a public hearing before considering amendments to increase the annual budget. The Governing Body adopted a resolution setting the public hearing for December 20, 2022 to consider amendments to the fiscal year 2022 budget for the Special Parks and Recreation Fund and the Prairie Creek Community Improvement District Fund. Staff published the public hearing notice in the Kansas City Star on December 9, 2022.

Nate Blum, Chief Financial Officer, said this 2022 budget amendment is for the Special Parks and Recreation fund, which is increasing \$200,000, and also the Prairie Creek Community Improvement District (CID), which is increasing \$50,000, because the City received more revenue than anticipated. He added that this will allow the City to make transfers to Parks capital projects and also to reimburse the developer and the City.

Mayor Boehm asked why this happens every year and Mr. Blum said it is partly due to the budget schedule, but also inflation.

Ms. Yocham said it also has to do with estimates that were made based on the pandemic.

Mayor Boehm opened the public hearing at 8:42 PM.

No one from the public spoke.

Councilmember Roh made a motion to close the public hearing and Councilmember Denny seconded the motion. Motion passed unanimously.

The public hearing closed at 8:42 PM.

Councilmember Nicks made a motion to approve Item 20b and Councilmember Eiterich seconded the motion. Motion passed unanimously.

21. Consideration of right-of-way vacation located at the southeast corner of 95th Street and Aurora Street

a. Public hearing to consider a request to vacate right-of-way

b. Ordinance vacating the right-of-way

The applicant requests approval to vacate a portion of right-of-way south of 95th Street and east of Aurora Street in order to create a tract for the purpose of landscaping and buffering 95th Street from the adjacent Brampton West subdivision.

Ms. Kisler said this is a public hearing for a right-of-way vacation near 95th Street & Aurora Street. She presented a site map showing the location north of the Brampton West subdivision and south of the Silverleaf subdivision. She said this is a 20-foot by 364-foot strip of land that the applicant is proposing to vacate, which is currently platted right-of-way. She explained that the land was supposed to remain as a tract for buffering for the Silverleaf subdivision, but it was overlooked at first plat and caught with the second plat.

Ms. Kisler presented Silverleaf, First Plat reflecting the vacation area, noting that the extra 20 feet of width is not needed for right-of-way and would be preferred as a tract for buffering between 95th Street right-of-way and the Brampton West subdivision. She showed a closer aerial view of the area and said there would still be another 20 feet between this tract and the sidewalk.

Ms. Kisler said that that Silverleaf would hopefully bring forward a plat for these two tracts following approval of this vacation in order to convey them over to the Brampton West homeowner's association (HOA); the developer of Silverleaf has been in touch with the HOA, which has wanted to be able to plant in this area to beautify their community and subdivision. She added that the City understands this is a private agreement, so by vacating this piece of right-of-way it will go back to the Silverleaf developer that will convey ownership of these two pieces at some time in the near future to Brampton West.

Ms. Kisler said that staff recommends approval. She added that additional plats will be considered in the future to help correct the situation.

Mayor Boehm asked for clarification that this is not an ownership change at this time.

Mr. McCullough said it will be a platted tract owned by the Brampton West HOA.

Discussion followed regarding property taxation, ownership, maintenance, and fence locations, and property regulation in the future.

Mayor Boehm complimented staff and the owners and developers on both sides for pulling this item together.

Mayor Boehm opened the public hearing at 8:48 PM.

No one from the public spoke.

Councilmember Nolte made a motion to close the public hearing and Councilmember Karlin seconded the motion. Motion passed unanimously.

The public hearing closed at 8:48 PM.

Councilmember Sayers made a motion to approve Item 21b and Councilmember Roh seconded the motion. Motion passed unanimously.

NEW BUSINESS

22. Resolution approving Amendment No. 3 to the construction contract with J.E. Dunn Construction Company for the Lenexa Justice Center Project
J.E. Dunn Construction Company ("Dunn") proposes to amend the Construction Agreement for the Lenexa Justice Center for GMP #3. Dunn has submitted the third guaranteed maximum price package consisting of several major trade packages including: HVAC, electrical, carpentry, and plumbing for a total of \$39,622,036.

Todd Pelham, Deputy City Manager, said this is the third and final GMP for the Lenexa Justice Center. He introduced the project team present, Bill Crandall, owner's representative, and Zack Smith, project manager with J.E. Dunn. He said that this \$39.6 million GMP covers about 70% of the project and a lot of the scope, bringing the contract with JE Dunn to almost \$56.2 million.

Mr. Crandall reflected on his involvement with the Civic Campus project years ago, saying that seeing how beautiful the Civic Campus is tonight made him proud to be involved in this new project. He said that this approval is for the final J.E. Dunn contract of \$56.194 million, which when combined with the other dollars contracted, brings the total project cost to \$63 million, so the project is about 86% fully contracted. He added that furniture, fixtures, equipment, and some other things have yet to be contracted. He added that this last GMP \$136,000 under budget, which equates to about a quarter of a percent.

Mr. Crandall said the design team, the construction team, and the project team have been working very closely with staff and the police department to optimize what goes into the building to make it a long-term building.

Mr. Crandall reviewed the construction schedule, noting that the early amendments that were done to get the project under construction have paid off. He said the project's target completion is mid-May 2024, but the structure will be up and weather-tight by the third quarter 2023. He presented some site photographs.

Mr. Smith said construction has begun and mass excavation continues, which is 60 to 70% complete. He said that the building corners have been staked, so it is starting to take shape. He noted that the site development permit is expected to be issued tomorrow, foundation permits would follow, and the full building permit is under review.

Mr. Smith said it has been a long process to get to this point and there is a strong list of trade partners on board; there was a lot of interest in this project in the construction community.

Councilmember Denny made a motion to approve Item 22 and Councilmember Roh seconded the motion. Motion passed unanimously.

BUSINESS FROM FLOOR

Connor O'Reilly, 9212 Lichtenauer Drive #520, spoke about his concerns about homelessness and housing costs in Lenexa.

COUNCILMEMBER REPORTS

Councilmember Roh thanked Mr. Green and staff for their work on the Quivira Road project.

Councilmember Eiterich said she did not get to attend the Sar-Ko-Aglow lighting, but that the park looks awesome, and she wants to thank staff for their work.

STAFF REPORTS

Ms. Yocham said that this would be the last meeting of the year. She thanked the Governing Body for its work this year and wished everyone a happy holiday.

Nick Arena, Municipal Services, reported on inclement weather plans for the expected winter storm.

Mayor Boehm recognized Chief Layman's mother Marilyn, who attended the meeting.

ADJOURN

Councilmember Nolte made a motion to adjourn and Councilmember Roh seconded the motion. Motion passed unanimously.

The meeting adjourned at 9:04 PM.



**MINUTES OF THE
JANUARY 3, 2023
LENEXA CITY COUNCIL MEETING
COMMUNITY FORUM, 17101 W 87th STREET PARKWAY
LENEXA, KS 66219**

CALL TO ORDER

Mayor Boehm called the meeting to order at 7 PM.

ROLL CALL

Councilmembers Karlin, Eiterich, Nicks, Nolte, Roh, Arroyo, Sayers, and Denny were present with Mayor Boehm presiding.

Staff present included Beccy Yocham, City Manager; Mike Nolan, Assistant City Manager; Scott McCullough, Community Development Director; Sean McLaughlin, City Attorney; Jennifer Martin, City Clerk; and other City staff.

APPROVE MINUTES

Councilmember Karlin made a motion to approve the December 6, 2022 City Council meeting draft minutes and Councilmember Roh seconded the motion. Motion passed unanimously.

MODIFICATION OF AGENDA

There were no modifications to the agenda.

PRESENTATIONS

Julie Steiner presented the Lenexa Convention and Visitors Bureau annual report.

Blake Schreck presented the Lenexa Economic Development Council annual report.

CONSENT AGENDA

1. Resolution authorizing the Mayor to execute an engineering consultant agreement with Cook, Flatt & Strobel Engineers for design services for the Lackman Road Right-Turn Lane at I-435 Improvement Project
Northbound Lackman Road traffic at the eastbound I-435 intersection currently backs up to 105th Street during peak hours. The proposed right-turn lane to eastbound I-435 would add capacity, reduce delays, and improve safety. The project has been selected for KDOT Safety Funds. The design contract is for \$114,009.
2. Resolution authorizing the Mayor to execute an engineering agreement with SK Design Group for design services for the 95th Street & Alden Street Storm Drainage Improvements Project
Several pipes at this intersection have reached the end of their useful life and are in

need of replacement or rehabilitation. This project was selected by Johnson County for partial funding under the Stormwater Infrastructure Rehabilitation Program, receiving \$231,590. The design services contract is for \$92,880.

3. Consideration of agreements with the Lenexa Chamber of Commerce to provide economic development, tourism, and convention services for the City
 - a. Resolution approving and authorizing the Mayor to execute an agreement for economic development services through the Lenexa Economic Development Council

- b. Resolution approving and authorizing the Mayor to execute an agreement for tourism and convention services through the Lenexa Convention and Visitors Bureau

The Lenexa Chamber of Commerce provides economic development services on behalf of the City through its subsidiary Lenexa Economic Development Council (LEDC). Similarly, the Chamber provides tourism and convention services through its Convention and Visitor's Bureau (CVB). Transient guest tax revenues fund these services via the City's Tourism and Convention Fund. The amounts for each service are established through the annual budgeting process. In FY 2023, those amounts are \$335,000 and \$270,000, respectively. The agreements are for two years and extend through December 31, 2024.

END OF CONSENT AGENDA

Councilmember Roh made a motion to approve items 1 through 3 on the consent agenda and Councilmember Karlin seconded the motion. Motion passed unanimously.

PUBLIC HEARINGS

4. Consideration of tax abatement and issuance of industrial revenue bonds (IRBs) for Lenexa Logistics Centre South Building 2, located at the northwest corner of 113th Street & Renner Boulevard

- a. Public hearing to consider exemption from ad valorem taxes for property financed with IRBs

- b. Adopt a resolution determining the intent of the City to issue approximately \$14.5 million in IRBs and approving a 10-year tax abatement with payment in lieu of taxes agreement

The City received an application requesting the City issue approximately \$14.5 million in industrial revenue bonds to finance the acquisition, construction, and equipping of an 82,500 square foot office/warehouse facility located in the northwest corner of 113th Street & Renner Boulevard in the Lenexa Logistics Centre South business park. The applicant has also requested a 10-year, 55% tax abatement for the project. Pursuant to state law, the City must hold a public hearing to consider the cost benefit analysis and the granting of a tax abatement for the project.

Sean McLaughlin, City Attorney, said this is a fixed tax abatement for the

issuance of up to \$14.5 million in IRBs for the construction of an approximately 82,000 square foot office/warehouse building in the Lenexa Logistics Centre South business park located at the northwest corner of 113th Street & Renner Boulevard.

Mr. McLaughlin said that this is a staff review only plan, which is typical for business parks, so it will not have Governing Body approval. He said the request is for a fixed payment in lieu of taxes (PILOT) payment, based on a total annual tax of \$1.20/square foot with a 2% annual increase. This is a 10-year abatement that equates to a 55% tax abatement, which is similar to other projects in Lenexa Logistics Centre South.

Mr. McLaughlin said the property currently pays approximately \$3,300 in property taxes annual, and in year 1 of the PILOT will pay \$44,000 plus \$59,000 in special assessments. He said the cost benefit analysis showed a positive net benefit.

Mr. McLaughlin said staff recommends approval.

The applicant was present.

Councilmember Nicks asked about the original amount approved and Mr. McLaughlin explained how the master resolution of intent and tax abatements for the developments work, saying each development project gets its own abatement.

Mayor Boehm said full development is anticipated to the south of College Boulevard and west of Renner Boulevard within the city limits north of 117th Street. He explained how the master resolution of intent is like an umbrella approval and developers come later for pieces as the property builds out.

Mayor Boehm said it is great to retain existing businesses and this a great example of the development the city has seen over the last 25 years.

Matt Goff, Barber Emerson Law Firm, said that Standard Beverage Corporation is a current Lenexa tenant that wants to stay in Lenexa.

Mayor Boehm opened the public hearing at 7:31 PM.

No public comment was made.

Councilmember Eiterich made a motion to close the public hearing and Councilmember Nicks seconded the motion. Motion passed unanimously.

The public hearing closed at 7:31 PM.

Councilmember Denny made a motion to approve Item 4b and Councilmember Sayers seconded the motion. Motion passed unanimously.

NEW BUSINESS

There was no new business.

COUNCILMEMBER REPORTS

Councilmember Eiterich welcomed Ashley Sherard to her new role at the Chamber of Commerce and thanked Mr. Schreck for his service.

Councilmember Nolte talked about the longevity of Lenexa's elected officials.

STUDENT INTRODUCTIONS

Members of a Boy Scout Troop attended the meeting to listen to the skatepark update: Mason, Ben, Doug, Gracen, Colton, Andrew, Carden, and John. They had been visiting City Hall touring the art gallery for a badge.

Another student, Sam, also attended the meeting.

STAFF REPORTS

5. Skatepark Reconstruction Project Update – Final Concept and Branding

Logan Wagler, Parks and Recreation Director, said staff is excited to bring this update to the Governing Body. He said the public engagement process is complete and a final conceptual design is ready to be presented. He added that theming or naming the skatepark is something to also consider.

Kanten Russell, Newline Skateparks, talked about the positive public engagement process and showed how the design team develops conceptual plans. He presented examples of modern, integrated skateparks that are not only for skateboarders, but any non-motorized wheeled activity.

Mr. Russell said they focus on creating gathering spaces and community, as well as balancing the terrain, creating what Lenexa wants, making an inviting and open park with natural components like plantings.

He reviewed the concept design process, site analysis, and said they have been working to improve and add new things to the new park, while keeping similar, existing features that current users still want.

Mr. Russell presented and reviewed the in-person and online survey results. He then presented the final, preferred design, and discussed its visibility, safety, access, and said that a majority of the park can be used by everyone. He added that the color palettes selected give life and character to the park and break up the concrete gray look.

Councilmember Karlin said this is an impressive, great amenity and asked if lighting would be considered for a future phase. He also asked if the current skatepark would remain in use while new one is built. Mr. Russell said lighting would come later and the current park would remain accessible as long as possible.

Councilmember Karlin said he appreciated the process and was glad the youth community had been involved.

Councilmember Eiterich asked how new enthusiasts learn about the rules and culture of the skatepark and Mr. Russell said there would be signs for rules, regulations, and etiquette, and the park's design would help with that. He also talked about seasoned enthusiasts mentoring new ones.

Councilmember Nicks said this is truly an upgrade and he really liked the landscaping and softening of the park. He liked the public engagement.

Councilmember Nolte told the story of students requesting the original skatepark and talked about the evolution to bring the park to this level. He said it has been great to have real skaters and professionals involved in creating a place for all wheels, and he appreciated that the team stayed focused on what was important.

Councilmember Roh echoed the others' comments and thanked Mr. Russell for the education. He added that it would be fun to use the new skatepark in its ribbon-cutting ceremony. Mr. Russell said that would probably be in mid-September at Spinach Festival.

Councilmember Arroyo said this is an exciting project and she is looking forward to seeing it, thanking Mr. Russell for guiding them through the process. She asked if there is space to add the pump track in the future. Mr. Russell said there is probably not the space that would be needed and that might need to go elsewhere in the city. Mr. Wagler said staff will look at the Parks Master Plan.

Councilmember Sayers said she appreciates that it is unique to Lenexa and looks like it belongs here. She asked if there was any potential for "controlled graffiti" or art in the park. Mr. Wagler said that is something to explore and could be considered with when determining the park's identity.

Councilmember Denny echoed the others' comments and said he liked the plan. He added that he was on the Park Board when the first one was constructed and no one knew what to expect back then.

Mayor Boehm said he appreciated the remarks and the design team's work with staff. He thanked Mr. Russell for coming from San Diego and for following the "Lenexa way" and focusing on specific amenities, which is consistent with our practice and the process allowed for input that was clearly considered. He added that he thinks Sar-Ko Par Trails Park is full and staff should look to put the pump track in some other location in the city.

Mr. Russell said this has been a good experience and said he has been shown the Lenexa way, the vision and goals for the city, and this skatepark it is going to be great.

Mr. Wagler talked about the history of skateparks in Lenexa and Lenexa's original skatepark built in the 1970s called Rolling Magic. He said there is a documentary on

skating in Kansas City that talks about Rolling Magic. He talked about considering incorporating historical elements of Rolling Magic into this new park and asked if the Governing Body would have any concerns with doing that. He said the process of naming the skatepark would formally go through the Park Board. There were no concerns shared.

Mr. Wagler said the sign could be an art element and there have been conversations about the idea of a graffiti wall; there will be continued discussions on these pieces.

END OF RECORDED SESSION

BUSINESS FROM FLOOR

There was no business from the floor.

ADJOURN

Councilmember Sayers made a motion to adjourn and Councilmember Eiterich seconded the motion. Motion passed unanimously.

The meeting adjourned at 8:29 PM.

**COOPERATIVE AGREEMENT
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROLS SYSTEM (this “Agreement”) is made and entered into by and between Mid-America Regional Council (“MARC”), a consortium of cities in the nine county Kansas City Metropolitan Area, a Regional Planning Commission and a Missouri not for profit corporation and the City of Lenexa, Kansas (“City”)

WHEREAS, MARC performed a feasibility study “*Operation Green Light Feasibility Report, June 2000*” (the “Feasibility Report”), which created a regional arterial traffic signal coordination system known as “Operation Green Light” (“OGL”), for the Kansas City Urban Area; and

WHEREAS, the Strategic Plan 2021 established the vision, mission, objectives, and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality, and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, several Missouri agencies and political subdivisions are contracting with MARC to participate in OGL for coordination in the Missouri portions of the Kansas City Urban Area; and

WHEREAS, the Kansas Department of Transportation (“KDOT”) is also contracting with MARC to participate in OGL; and

WHEREAS, the Member Agencies which are political subdivisions or agencies of the State of Kansas are authorized pursuant to the provisions of Section 12-2908 of the Kansas Statutes Annotated to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System, and to mutually cooperate regarding the operation of the same; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the Member Agencies (collectively, the “Parties”) mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in K.S.A. 12-2908 the parties enter into this Agreement for the funding of the operations of the Regional Traffic Control System for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a regional perspective.

Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached

hereto and incorporated herein by this reference, the following words shall have the meanings set forth herein:

Exhibit 1 – Steering Committee Document

Exhibit 2 – Scope of Services

Exhibit 3 – Compensation

Exhibit 4 – Insurance Requirements

Exhibit 5 – Ownership Matrix

Exhibit 6 – Concept of Operations

Communications Network – all telecommunication infrastructure between Regional Traffic Management Centers and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

Jurisdictional Boundaries – the geographical boundaries of the governmental entities acting as political subdivisions of the States of Kansas.

Jurisdictional Control Center – the site or location designated by the Member Agency containing various equipment, computer hardware, and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

Member Agencies – agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction, and operations of the Regional Traffic Control System.

Private Firms – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2.

Regional Traffic Control System – an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

Regional Traffic Management Center – the site or location designated by the Steering Committee containing various equipment, computer hardware, and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the Traffic Operations Center ("TOC").

Steering Committee – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction, installation, and operation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies, KDOT and participating agencies and political subdivisions of the

State of Missouri which have entered into similar agreements with MARC regarding OGL. The membership structure and policy are set forth in Exhibit 1.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC is hereby designated the administrator and is by virtue of this designation responsible for administering this cooperative undertaking. As administrator, MARC shall perform or cause to be performed the services set forth in Exhibit 2.

(b) Member Agencies. In addition to the obligations set forth in this Agreement, the Member Agencies shall each also perform all the obligations set forth in the document entitled “OGL Concept of Operations: Roles and Responsibilities”, attached hereto as Exhibit 6. Furthermore, the Member Agencies each individually agree that they shall not interfere with MARC’s exercise of its obligations under this Agreement, including, but not limited to MARC’s deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the Member Agencies shall each make payment to MARC the sum set forth in Exhibit 3, which is attached hereto and incorporated by reference as if fully set forth herein. The cost associated with Member Agencies represent each individual agency’s share of the cost for the maintenance and operation of the Regional Traffic Control System, as set forth in said Exhibit 3. The “Operation Green Light Location/ Ownership Matrix” set forth in Exhibit 5 identifies the location and ownership of the software, hardware, and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri and the Member Agencies shall cooperate in sharing information among themselves, KDOT, with the participating agencies and political subdivisions of the State of Missouri and with MARC necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid, or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties.

Sec. 9. TERMINATION FOR CONVENIENCE. Any party to this Agreement may terminate this Agreement by giving one hundred eighty (180) days' written notice to the other party. Financial obligations will be honored up to the effective date of termination. A Member Agency that terminates this Agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the Member Agency terminating the Agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between the parties with respect to this subject matter.

Sec. 11. NO AUTHORITY ON BEHALF OF OTHER PARTIES. This agreement does not give any party hereto authority to take any action or execute any documents on behalf of any other party to this Agreement.

Sec. 12. COMPLIANCE WITH LAWS. All parties to this Agreement shall comply with and shall require any Private Firms contracted pursuant to this Agreement to comply with all federal, state, and local laws, ordinances, and regulations applicable to the work and this Agreement. Pursuant to applicable laws, e.g., K.S.A. §12-2908 and RS Mo. §§70.230 and 70.230, each of the representatives of the City and MARC, on behalf of the party they represent, warrant to the other party that they are authorized by their appropriate governing body to enter into this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If any party of this Agreement is in Default or breach of any provision of this Agreement, any non-defaulting party may terminate their participation and cooperation in this Agreement, withhold payment, or invoke any other legal or equitable remedy after giving written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then any non-defaulting party shall notify the party in default in writing and commence to cure within thirty (30) days.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

Sec. 14. WAIVER. Waiver by the any party to this Agreement of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of all of the Parties to this Agreement, and forbearance or indulgence by any party to this Agreement in any regard whatsoever shall not constitute a waiver of same to be performed by said party to which the same may apply and, until complete performance of the term, covenant, or condition, the Parties to this Agreement shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except in writing signed by each party to this Agreement; provided, however, the Exhibits to this Agreement may be modified by agreement of a majority vote of the Steering Committee without each Member Agency approving and executing an amendment to this Agreement.

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine, or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 17. AUDIT. Each Member Agency shall have the right to audit this Agreement and all books, documents, and records relating thereto upon written request to MARC. MARC shall maintain all its books, documents, and records relating to this Agreement and any contract during the period of this Agreement for three (3) years after the date of final payment of the contract or this Agreement, whichever expires last. The books, documents, and records shall be made available for any and each of the Member Agencies' review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION; NON-DISCRIMINATION.

(a) MARC shall require Private Firms to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation ("USDOT") relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 C.F.R. 21 through Appendix H and 23 C.F.R. 710.405, which are herein incorporated by reference and made a part of this Agreement.

(b) During the performance of this Agreement or any subcontract resulting thereof, MARC, Private Firms, and all subcontractors and vendors (the Private Firms, together with all subcontractors and vendors, shall for purposes of this Section 18 be collectively referred to as the "Other Contractor Parties") shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001 et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income. In all solicitations or advertisements for employees, MARC and the Other Contractor Parties shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission"). If MARC fails to comply with the manner in which MARC reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or if MARC is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, MARC shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated, or suspended, in whole or in part, by any of the Member Agencies.

(c) MARC shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.), as well as all other federal, state, and local laws, ordinances, and regulations applicable to this project, and shall furnish any certification required by any federal, state, or local laws, ordinances, and regulations applicable to this project and shall furnish any certification required by any federal, state, or local governmental agency in connection therewith.

(d) MARC shall include the provisions of paragraphs (b) through (c) above in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign, or transfer any part or all of MARC's obligations or interests without the Member Agencies prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of the Member Agencies, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of any of the Member Agencies, or no spouse of such officer or employee, has or will have a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of any of the Member Agencies, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

MARC
Attention: Executive Director, Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Kansas. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Kansas, and in no other. The Parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

Sec. 24. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the Member Agencies and any of its agencies, officials, officers, agents or employees from and against all claims, damages, liabilities, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services preformed

pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the Member Agencies for the negligent acts of a Member Agency or any of its agencies, officials, officers, or employees.

Sec. 25. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

Sec. 26. INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be two (2) years (“Term”) unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one (1) additional two (2) year period (the “Renewal Term”) on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew as to each individual member agency if such member agency provides written notice to MARC of its intention not to renew within one hundred eighty (180) days prior to the expiration of the Term.

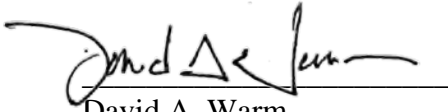
Sec. 27. CASH BASIS LAW & UNFUNDED OBLIGATIONS. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto as it applies to Member Agencies which are agencies or political subdivisions of the State of Kansas. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Member Agencies. This Agreement shall be construed and interpreted so as to ensure that the Member Agencies shall at all times stay in conformity with such laws and, as a condition of this Agreement, each member agency reserves the right to unilaterally sever, modify, or terminate its participation in this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of the Kansas Cash Basis Law to the extent it prohibits unfunded obligations. The Member Agencies are obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Member Agencies’ current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Sec. 28. EXECUTION IN MULTIPLE COUNTER PARTS. This Agreement may be executed by the parties in multiple counterparts which shall be taken together as one complete document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

MID-AMERICA REGIONAL COUNCIL

A handwritten signature in black ink, appearing to read "David A. Warm", written over a horizontal line.

David A. Warm
Executive Director, Mid-America Regional Council

Date: 01/06/2023

***Notices:** Notices pursuant to this Agreement to LENEXA, KS shall be sent to:

City of Lenexa
Attention: Community Development Director
Steve Schooley
12350 W 87th Street Pkwy
Lenexa, KS 66215-2882

EXECUTION OF AGREEMENT

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE,

Responsibility and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including:* approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues rise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of November 2022)

	Participating Agency Non-Funding Agency in Bold	Membership (voting)
1	Belton	1
2	Blue Springs	1
3	Bonner Springs	1
4	Fairway	1
5	FHWA – MO & KS	Ex Officio
6	Gladstone	1
7	Grandview	1
8	Independence	1
9	Kansas City, MO	1
10	KC Scout	Ex Officio
11	KDOT	1
12	Lansing	1
13	Leavenworth	1
14	Leawood	1
15	Lee's Summit	1
16	Lenexa	1
17	Liberty	1
18	MARC	1
19	Merriam	1
20	Mission	1
21	Mission Woods	1
22	MoDOT	1
23	North Kansas City	1
24	Olathe	1
25	Overland Park	1

26	Prairie Village	1
27	Raymore	1
28	Roeland Park	1
29	Shawnee	1
30	Unified Government/KCK	1
31	Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

- 1.1 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a two-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's two-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating terms.

- 1.2 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any six of the voting members of the Steering Committee, including at least one member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

EXHIBIT 2

SCOPE OF WORK

1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the program;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the program;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain budgets and schedules;
- Develop and maintain databases;
- Publish and distribute documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

3. Operations and Maintenance

3.1. Computer Software and Databases

MARC will procure all required software and may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. Computer Network

MARC will procure all required hardware and software. Any equipment (e.g., switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. Field Communications System

All field communications equipment purchased by MARC will be maintained by MARC except where specifically transferred to the local agency for ownership. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. Traffic Signal Equipment

Each member agency shall be responsible for all maintenance to the traffic signal related equipment. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal equipment that has been purchased and/or installed as part of an OGL construction project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement equipment that are compatible with the OGL system should the MARC- purchased equipment fail.

EXHIBIT 3
COMPENSATION

- A. The amount the City will pay MARC under this contract will not exceed **ONE-HUNDRED AND TWELVE-THOUSAND DOLLARS and 00/100 (\$112,00.00)**. This amount represents the city share of the total program cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoiced, on a yearly basis.

Table 1			
Operation Green Light Program			
Annual Operations Costs			
Total Agency Signals in OGL			35
Cost per Year Subsidized			
Year	No. of Signals	Cost Per Signal	Local Agency Cost
2023	35	\$800	\$28,000
2024	35	\$800	\$28,000
2025	35	\$800	\$28,000
2026	35	\$800	\$28,000
Total			\$112,000

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- D. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. **Commercial General Liability Insurance:** with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. **Workers’ Compensation Insurance:** as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. **Commercial Automobile Liability Insurance:** with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. **Professional Liability Insurance** (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Fee Minimum Limits</u>	<u>Professional Liability Minimum</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. **Cyber Liability Coverage Summary:** with \$3,000,000 Annual Aggregate Limit of Liability for each Insured/Member for Information Security & Privacy Liability. Each Member of MPR will have a \$3,000,000 Limit Each

C. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

D. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

E. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm’s failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days’ notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

EXHIBIT 5

Operation Green Light Location / Ownership Matrix

Component	Location	Purchased By	Owned By	Maintained By	Comments
Software/Firmware					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Genetec Video System	OGL TOC	MARC	MARC	MARC*	
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
Computer Hardware					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
Field Hardware					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extension of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL may own switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
Miscellaneous					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MARC	MARC	MARC*	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

* MARC maintained components to be maintained by joint-funded agreement

Exhibit 6

OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work, each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR MARC to collect traffic counts as needed.
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies.
- MARC will develop initial timing plans.
- MARC and the member agencies will;
 - Review the regional timing plans developed
 - Review any software models developed
 - Determine if any changes to initial timings need to be made to optimize the operation of the corridor



- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.

Providing Maintenance Timing Plans

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency-maintained traffic signals
- The member agency will develop timing plans for member agency-maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization, if necessary, by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

Incident Management

The member agency will inform MARC about construction and roadway closures to their knowledge in advance of work zones or construction that may require lane closures or require signal timing plan adjustments.

The OGL team monitors the freeways and arterials working closing with KC Scout to locate and respond to incidents that affect signal operations. Traffic signal changes will be initiated by the OGL team in response to incidents by modifying the plan mode of changing timing parameters that aid the movement of traffic.

When appropriate, the OGL team may command pre-developed and agreed to incident timing plans.

The OGL team will also take lead efforts to coordinate special event timing plans for various concerts, sporting events, and other special events.

Citizen Complaints

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.



Dispute Resolution

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, each member agency is responsible for the operation of the signals it owns and thus that agency has final say.

Emergency Provisions

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

Field Communication Operation and Maintenance

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies maintain their own communication infrastructure outside the MARC-owned equipment. MARC will provide technical support for the central system software.

Work inside the Traffic Controller Cabinet

When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.



STATE OF KANSAS

Tract: 24190

COUNTY OF JOHNSON

Line: XQA

ENCROACHMENT AGREEMENT

THIS AGREEMENT, entered into by and between **SOUTHERN STAR CENTRAL GAS PIPELINE, INC.**, (formerly Williams Gas Pipelines Central, Inc., Williams Natural Gas Company, Northwest Central Pipeline Corporation and Cities Service Gas Company), a Delaware corporation, whose mailing address is P.O. Box 20010, Owensboro, Kentucky 42304, hereinafter referred to as "Company", and City of Lenexa, whose mailing address is 17101 West 87th Street Parkway, Lenexa, Kansas 66219, hereinafter referred to as "Owner".

WHEREAS, Company is the current owner/holder of a valid and subsisting right-of-way(s), easement(s), lease(s), agreement(s) and/or similar rights located in the Southwest Quarter (SW/4) of Section 29, Township 12 South, Range 24 East, Johnson County, Kansas pursuant to the instrument recorded with the Register of Deeds in Johnson County, Kansas and as more fully described on **Exhibit A** (the "Pipeline Easement(s)") for the installation, modification and/or operation of Pipeline Facilities defined, without limitation, as being pipelines currently existing on or in the Pipeline Easement(s), together with all substitutions or replacements thereto and together with all appurtenances thereto, including but not limited to compressor stations, pump stations, valves, meters, tanks, fittings, connections, corrosion control and pressure detection devices, wires, cables, pig traps, and any other appurtenances associated with the pipelines.

WHEREAS, Owner is in possession of leases and/or easement rights and/or owns (the "Owner's Tracts") a portion of which cover the parcels listed on **Exhibit B** (the "Property") for the development, construction, operation, maintenance, repair, replacement and improvements to be located in Southwest Quarter (SW/4) of Section 29, Johnson County, Kansas (the "Project").

WHEREAS, Owner has or shall construct certain improvements upon, over or under the Pipeline Easements as part of its Project and as specifically described on **Exhibit C** attached hereto and made a part hereof (collectively referred to herein as the "Encroachments").

Encroachment Agreement between Southern Star Central Gas Pipeline, Inc. & City of Lenexa located in the SW/4 Section 29 Township 12 South, Range 24 East, Johnson, County, Kansas T24190.

WHEREAS, under the terms of this Agreement, Company is willing to permit said encroachments and,

NOW THEREFORE, Company grants Owner a limited right to encroach upon the Pipeline Easements, subject to the terms and conditions set forth herein; and Owner, in consideration of this limited right of Encroachments, agrees to the following covenants and obligations set forth herein:

1. Owner specifically acknowledges Company's need for access to its facilities and recognizes its rights under the Pipeline Easements, which, are to remain in full force and effect notwithstanding this Agreement. As consideration for this Agreement, any cost to Owner or damage to the Encroachments resulting from Company's need to maintain, operate, repair or replace any portion of the Pipeline Facilities, including, but not limited to, costs for the maintenance, replacement or repair of any portion of the Encroachments, will be the sole responsibility of Owner and Company will not, under any circumstances, be responsible for loss or damage to the Encroachments.
2. Owner will cause to be furnished to Company contemporaneously with the execution of this Agreement, detailed plans, including a certified survey, for the construction of the Encroachments upon, over or under the Pipeline Easements. The plans shall be deemed incorporated herein by reference and made a part of this Agreement. Owner agrees that any review or approval by Company of any plans and/or specifications relating to the Encroachments or the identity of any contractors, subcontractors and materialmen is solely for Company's benefit, and without any representation or warranty whatsoever to Owner with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company's approval does not absolve Owner of any liability hereunder. Further, Owner, in connection with the construction, maintenance and/or removal of the Encroachments, agrees to observe and fully comply with all laws, rules and regulations of the United States, the State of Kansas and all agencies and political subdivisions thereof. Owner agrees and acknowledges that all work on the easement shall be performed in a workman like manner.
3. This Agreement shall be terminable by Company in the event of Owner's material noncompliance with the requirements, conditions or specifications of this Agreement and the continuation thereof for a period of thirty (30) days following written notice to Owner or immediately after such written demand by Company if such non-compliance will result in Company's reasonable opinion to a substantial risk to health or safety. Should Company terminate this Agreement, Owner will relocate and/or remove the Encroachments at no expense or risk to Company.
4. No permanent structures, including without limitation landscaping, irrigations systems and signage not explicitly approved by this Agreement shall be allowed within Company's easement.

5. Owner agrees and understands that its work and encroachments are to strictly adhere to Company's Land Use and Developers Handbook located on-line at <https://www.southernstar.com/safety/pipeline-safety/>.
6. Owner will restrict all equipment traffic over the Company's pipeline until the pipeline has undergone a load study conducted and approved by Company. In order for that study to be conducted, Owner agrees to submit to Company (at sscencroachments@southernstar.com) a comprehensive list of equipment to be used on the pipeline easement. Owner understands that it shall be financially responsible for any and all outside engineering services required for Company to perform the Load Study and for complying with the requirements of said Load Study.
7. Indemnity/Hold Harmless/Insurance.
 - (A) To the fullest extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, Owner shall indemnify, defend and hold harmless Company and Company's affiliated companies, partners, shareholders, employees and agents (collectively, "indemnitees") for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and reasonably incurred out of pocket expenses (including, without limitation, court costs, reasonable attorneys' fees and costs of investigation) (collectively, "liabilities") of any nature, kind or description of any indemnitee directly or indirectly arising out of, resulting from or related to (in whole or in part): (i) Owner's occupation and use of the existing pipeline easement area; (ii) construction, use, state of repair or presence of the encroachments; or (iii) any act or omission of Owner or Owner's officers, agents, employees, or contractors, or anyone directly or indirectly employed by any of them, or anyone they control or exercise control over, even if such liabilities arise from or are attributed to, in whole or in part, to the negligence of any indemnitee. The only liabilities with respect to which Owner's obligation to indemnify the indemnitees does not apply are liabilities wholly caused by the sole negligence or willful misconduct of an indemnitee.
 - (B) Owner acknowledges that having the encroachments, whether permitted or not, on the existing Pipeline Easements provides some risk that the encroachments may be damaged in the course of Company's operations or activities. Therefore, notwithstanding any other provision in this agreement, to the fullest extent permitted by law, Owner releases the indemnitees from any loss, damage and/or claim from loss or damage to their property, including the encroachments, that Owner may have against the indemnitees resulting from the activities of Company in the ordinary course of its operations, provided that such release shall not apply to any loss, damage or claim wholly caused by the gross negligence or willful misconduct of an indemnitee.

8. Owner shall notify or cause Company to be notified, at least forty-eight (48) hours prior to the performance of any construction or excavation work upon the Pipeline Easement. Owner covenants and agrees to notify or cause its representative to notify the appropriate state one-call center as required by law no less than forty-eight (48) hours prior to the commencement of excavation in or near the existing pipeline easement area. Company shall have the absolute right to perform any work upon, over or under the Pipeline Easements it reasonably deems necessary for the maintenance or operation of its facilities without prior notice to Owner.
9. During the exercise of its easement rights to construct, maintain and operate the pipeline and appurtenances, in the event Company or its contractors destroy or damage the encroachments herein permitted, including without limitation landscaping and/or irrigation systems, all such damages to said permitted items and all costs thereof shall be the sole responsibility of Owner, its successors and assigns, unless such loss, or cost or expense is directly and solely caused by the gross negligence or willful misconduct of Company, its agents, contractors and/or subcontractors.
10. During the exercise of its easement rights to construct, maintain and operate the pipeline and appurtenances, in the event Company or its contractors restrict or block access to the Encroachment or any of its facilities, Company will not be responsible for providing an alternate source of access, liable for the loss of any and all income and/or any and all damages caused by such activities.
11. Prior to commencement of construction of the above referenced work and Encroachment(s), Owner or Owner's contractor, shall provide Company certificates of insurance expressly naming Company as an additional insured and evidencing coverage in the amount of one million dollars (\$1,000,000.00) general liability, one million dollars (\$1,000,000.00) auto liability, and one million dollars (\$1,000,000.00) workers compensation and employers' liability insurance for the construction area described herein, and containing thirty (30) days prior written notice of cancellation. Certificates of Insurance and this signed Agreement will be submitted to the following address:

Southern Star Central Gas Pipeline, Inc.
Attn: Land Department
4700 State Route 56
P.O. Box 20010
Owensboro, KY 42304
12. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

13. In the event it shall become necessary for either party to commence litigation to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and attendant expenses in conjunction with such litigation.
14. Owner warrants that it is the current owner of the real property and/or the holder of the easement right(s) described herein and has the right, title and capacity to enter into this Agreement.
15. Under no circumstance shall Company be required to relocate a Pipeline Facility.
16. Owner agrees to abide by the Company's guidelines, procedures and requirements for working in and around Company's easement(s) and/or facilities and failure to do so will be considered a breach of this Agreement.
17. The terms of this Agreement shall constitute covenants running with the land and will be binding upon and inure to the benefit of the parties hereto, or their successors and assigns. The obligations of Owner herein shall survive the termination of this Agreement.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year indicated below our signatures.

COMPANY:

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

Belinda Bell, Executive Vice President and
Chief Operations Officer

Date: _____

Owner:

Michael A. Boehm - Mayor

Date: _____

Encroachment Agreement between Southern Star Central Gas Pipeline, Inc. & City of Lenexa located in the SW/4 Section 29 Township 12 South, Range 24 East, Johnson, County, Kansas T24190.

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF DAVIESS

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____ day of _____, 2022, personally appeared Belinda Bell, who being by me duly sworn, did say that she is the Executive Vice President and Chief Operations Officer of Southern Star Central Gas Pipeline, Inc., a corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Belinda Bell acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Notary Public

My Commission Expires _____, 20____.

ACKNOWLEDGEMENT OF CITY

STATE OF KANSAS

COUNTY OF JOHNSON

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____ day of _____, 2022, personally appeared, Michael A. Boehm, who being duly sworn, did say that he is the Mayor of the City of Lenexa, Kansas, a Kansas municipal corporation and that said instrument was signed on behalf of said City by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Notary Public

My Commission Expires: _____, 20____.

Exhibit A

Acquired by that certain Right-of-Way Agreement located in the Southwest Quarter of the Southwest Quarter of Section 29, Township 12 South, Range 24 East, to Cities Service Gas Company by Florian V. Ryckert and Sylvia Ryckert on September 1, 1954, and recorded in Misc. Book 66, Page 456 of the Register of Deeds Office, Johnson County Kansas.

Exhibit B

Pt. of the Southwest Quarter (SW/4), Section 29, Township 12 South, Range 24 East, Johnson County, Kansas.

Encroachment Agreement between Southern Star Central Gas Pipeline, Inc. & City of Lenexa located in the SW/4 Section 29 Township 12 South, Range 24 East, Johnson, County, Kansas T24190.

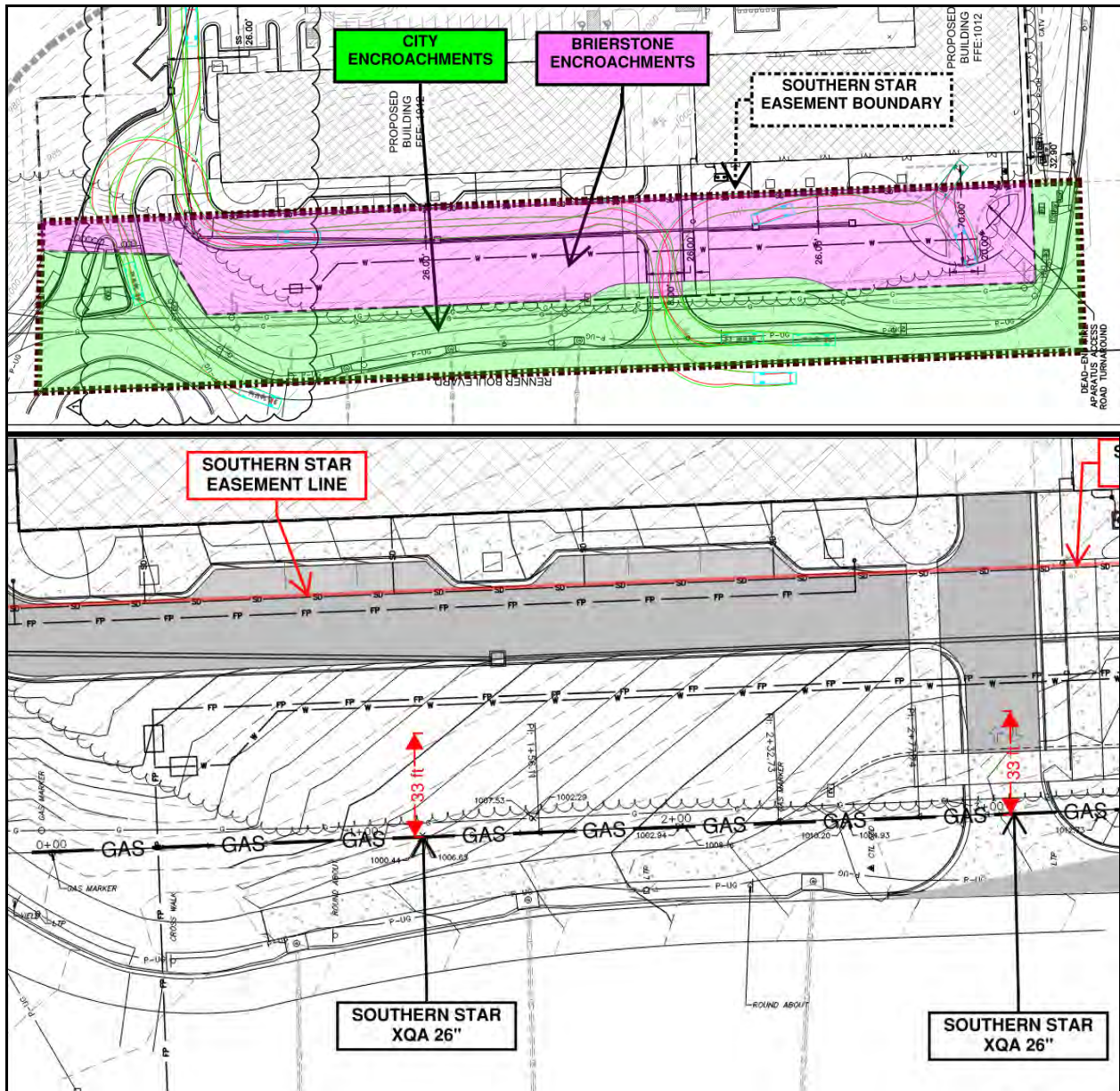
Exhibit C
(Assessment)

LINE LETTER	XQA 26''
NAME / DESCRIPTION	BRIERSTONE APARTMENTS HOMES 8601 RENNER BOULEVARD
LEGAL DESCRIPTION	SW/4 OF S29-T12S-R24E JOHNSON COUNTY, KANSAS
ENGINEER	MIKE DEGRAEVE
DATE	MARCH 18, 2022

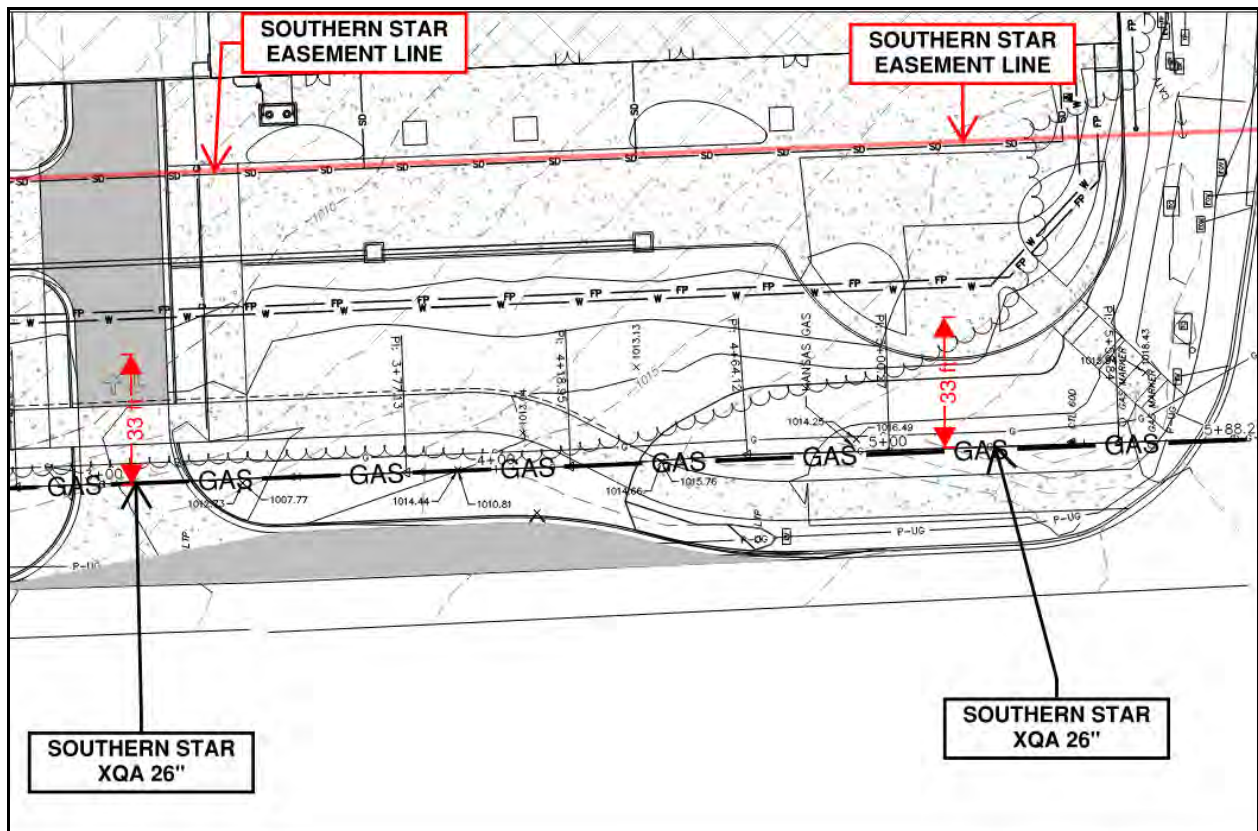
Briertstone Apartment Homes (BRIERSTONE) and the City of Lenexa (CITY) will encroach on Southern Star's easement with the improvements described below.



Encroachment Agreement between Southern Star Central Gas Pipeline, Inc. & City of Lenexa located in the SW/4 Section 29 Township 12 South, Range 24 East, Johnson, County, Kansas T24190.



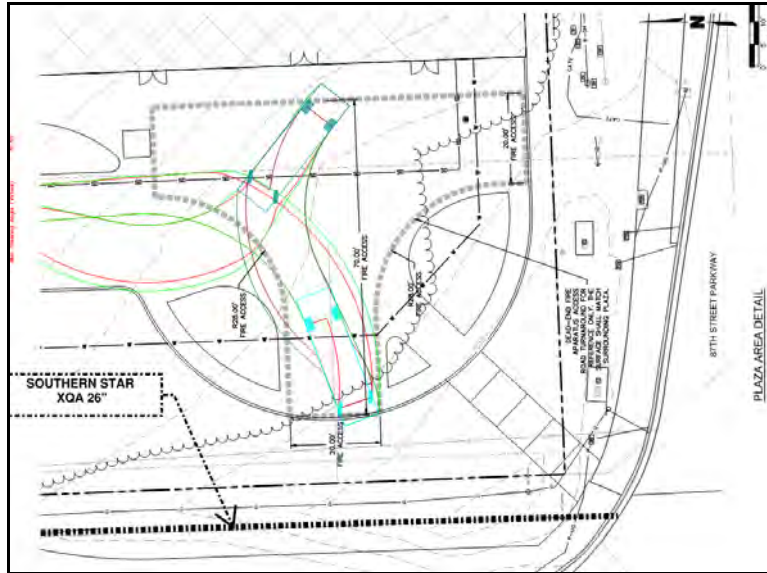
Encroachment Agreement between Southern Star Central Gas Pipeline, Inc. & City of Lenexa located in the SW/4 Section 29 Township 12 South, Range 24 East, Johnson, County, Kansas T24190.



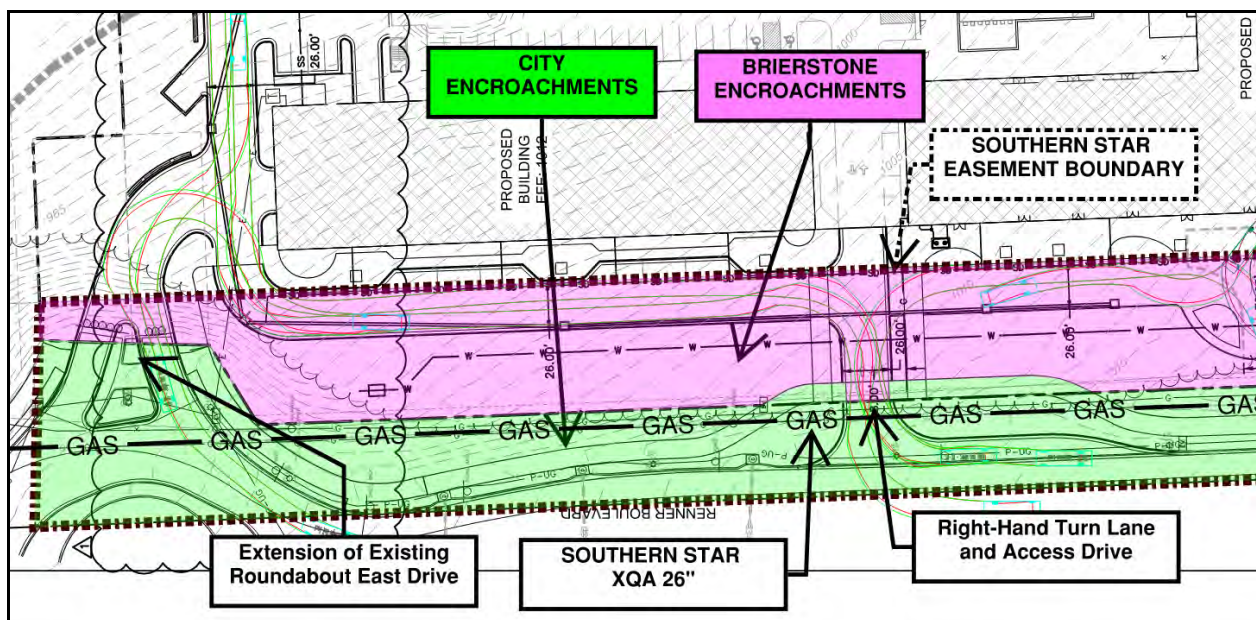
BRIERSTONE Encroachments

A Fire Access turnaround area with sidewalk to the intersection of 87th Street & Renner Boulevard. Patio furniture will be allowed inside the turnaround area provided it is not anchored to the ground.

Encroachment Agreement between Southern Star Central Gas Pipeline, Inc. & City of Lenexa located in the SW/4 Section 29 Township 12 South, Range 24 East, Johnson, County, Kansas T24190.



Right-Hand Turn Lane and Access Drive from Renner Boulevard to BRIERSTONE (including sidewalks) and the Extension of Existing Roundabout East Drive.



An Interior Access Drive, storm sewers and drains, and parking areas will be at least 33 feet from Southern Star's XQA 26".

Landscaping within 33 feet of Southern Star's XQA 26" will need to be less than 3 feet tall at full maturity and at least 5 feet from the pipeline at full maturity.

The waterlines will cross Southern Star's XQA 26":

- perpendicular and maintain the same elevation when within 33 feet
- with a minimum separation of 24 inches when conventionally installed or 60 inches when installed by HDD methods

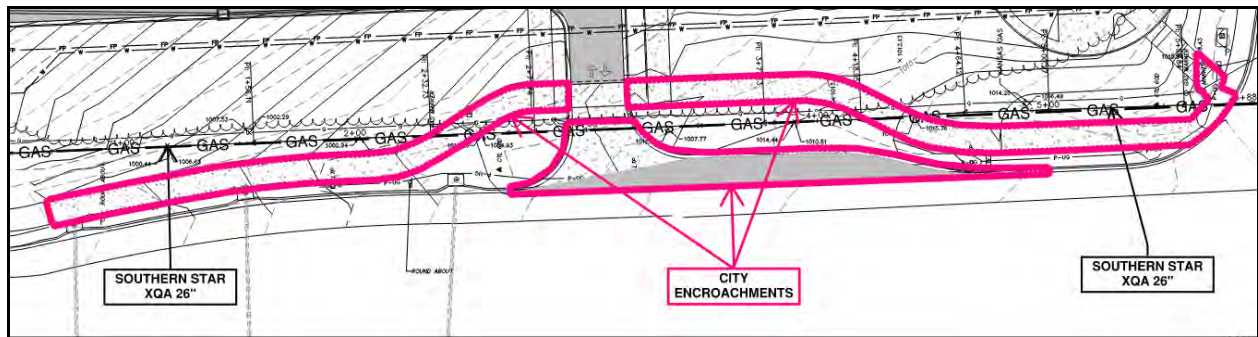
Encroachment Agreement between Southern Star Central Gas Pipeline, Inc. & City of Lenexa located in the SW/4 Section 29 Township 12 South, Range 24 East, Johnson, County, Kansas T24190.

- in steel casing pipe (minimum wall thickness Sch. 40) or PVC casing pipe (minimum wall thickness Sch. 40) for non-ductile/non-steel waterlines conventionally installed

Waterline valves, tees, meters, vaults, etc. will be at least 33 feet from Southern Star's XQA 26". Grade changes are allowed provided the contours across the easement are less than a 4% grade and Southern Star's XQA 26" maintains a minimum 48 inches of cover. Irrigation plans will require approval by Southern Star.

CITY Encroachments

A Renner Boulevard Right-hand Turn Lane and Access Drive to BRIERSTONE and concrete sidewalks running along the east side of Renner Boulevard. Grade changes are allowed provided Southern Star's XQA 26" maintains a minimum cover of 48 inches from top of pipe to top of 1) grade, 2) access drive, and 3) sidewalks.



Landscaping within 33 feet of Southern Star's XQA 26" will need to be less than 3 feet tall at full maturity and at least 5 feet from the pipeline at full maturity.

Encroachment Agreement between Southern Star Central Gas Pipeline, Inc. & City of Lenexa located in the SW/4 Section 29 Township 12 South, Range 24 East, Johnson, County, Kansas T24190.

**PETITION FOR COMMUNITY IMPROVEMENT DISTRICT (CID)
CITY CENTER AREA A BUILDING PROJECT**

Renner Boulevard and Scarborough Street, Lenexa, Kansas

To: The City of Lenexa, Kansas (the "City")

AC City Center Lenexa, LLC, a Kansas limited liability company (the "**Petitioner**") is the owner of record of certain real property contained within the hereinafter described community improvement district. Petitioner desires to establish a community improvement district, generally described in **Section 1.a.** herein, and is petitioning the City for the same.

The Petitioner owns in fee simple 100% of the land area within the proposed community improvement district and 100% of the land measured by assessed value of the land area within the proposed community improvement district. As such, Petitioner hereby requests that the City establish a community improvement district as set forth herein and authorize the proposed community improvement district project described in **Section 2** herein (hereinafter defined as the "**CID Project**") in the manner provided by K.S.A. 12-6a26 *et seq.* (the "**CID Act**") for the purpose of financing, in part, the CID Reimbursable Costs (hereinafter defined) associated with the Project.

The Petition states as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED CID

- a The area proposed to be included in the community improvement district (the "**District**") includes the approximately 4.43 acres legally described on **Exhibit A** (the "**CID Property**").
- b A general map depiction of the proposed District is attached hereto as **Exhibit B** and incorporated herein by reference.
- c The name of the proposed District is the "City Center Area A Community Improvement District."

2. GENERAL NATURE OF THE PROJECT

The general nature of the CID Project consists of a project that will be constructed in two phases by an entity affiliated with Petitioner, AC2CCL, LLC ("Developer"). Petitioner intends to convey the CID Property to Developer prior to commencement of construction of the CID Project. Phase I will include two retail buildings consisting of approximately 17,903 square feet intended for restaurant use, as well as associated site work, utilities, lighting, landscaping, hardscape and parking facilities (including footings for a future parking deck) on the CID Property. Phase II is anticipated to include approximately 10,604 square feet of retail and 51,400 square feet of office and construction of an approximate 70 space parking deck on the CID Property. The Petitioner is requesting that revenues generated from a CID Sales Tax be used to pay for or reimburse some or

all of the Project costs. The general components of the Project include but are not limited to such items as land acquisition, site preparation, utilities, landscaping, construction of buildings and tenant finish improvements, including FF&E, construction of infrastructure, surface parking, a parking deck, engineering and consultant fees, ongoing operation and maintenance costs and other any other items or uses associated with the CID Project as authorized by the Act. The CID Eligible Costs are described on **Exhibit C** attached hereto and incorporated herein by reference. The Project improvements proposed to be financed, in part, with CID financing consist of any and all improvements associated with the Project (the "**CID Reimbursable Costs**"), the costs of which are eligible for reimbursement under the CID Act subject to any limitations set forth in the Act or in the City's CID Policy and CID Procedures adopted August 3, 2010, as may be amended, and codified in Article GB05-1 and AD05-1, respectively (collectively, the "**City CID Policy**"). The CID Reimbursable Costs are generally described on **Exhibit C**, attached hereto and incorporated herein by reference.

3. ESTIMATED COST OF THE PROJECT

The estimated total cost of the proposed CID Project is approximately \$37,500,000.

4. PROPOSED METHOD OF FINANCING

The Project is proposed to be financed initially through a combination of private equity, private debt and Pay-as-you-go financing, as defined in the CID Act. Developer will be reimbursed for CID Reimbursable Costs from a CID sales tax generated solely from the Project constructed on the CID Property and such reimbursement shall be made in accordance with the provisions set forth in an approved CID Development Agreement (the "**Development Agreement**") to be entered into between the City and Developer. Petitioner and/or Developer reserves the right to request the City to issue special obligation bonds, in accordance with the CID Act and the City's CID Policy, at a future date in order to fund the CID Reimbursable Costs of the Project that have not been reimbursed previously, but understands that the City is not obligated to issue such bonds.

In addition, Developer has submitted a TIF application requesting that a portion of the Project be funded with TIF revenues. If the City approves a TIF project plan for all or part of the CID Property, certain eligible costs of the Project will also be funded in part with TIF revenues generated from the approved project plan area. In such event, the Petitioner and/or Developer cannot be reimbursed twice for the same cost in the District and the TIF project plan area.

5. PROPOSED AMOUNT AND METHOD OF ASSESSMENT

No special assessments shall be levied for the District.

6. PROPOSED AMOUNT OF CID SALES TAX

The proposed amount of the community improvement district sales tax to be levied over the District (the "**CID Sales Tax**") is:

Two percent (2.0%)

The CID Sales Tax shall be levied for 22 years (the "**CID Term**") from the date the State Director of Taxation begins collecting the CID Sales Tax, or such lesser number of years as may be required to produce the revenues sufficient for the payment of the amount of CID Reimbursable Costs the City agrees to reimburse Developer in the Development Agreement described below. Petitioner requests the City notify the Kansas Department of Revenue to commence collection of the CID Sales Tax on October 1, 2024 or as soon thereafter as possible

7. NOTICE TO SIGNERS

NAMES MAY NOT BE WITHDRAWN FROM THIS PETITION BY THE SIGNERS AFTER THE GOVERNING BODY BEGINS CONSIDERATION OF THIS PETITION, OR, LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF, WHICHEVER OCCURS FIRST.

8. ACKNOWLEDGEMENTS

- a Petitioner has received, read and understood the City's CID Policy and agrees to comply therewith.
- b Approval of the proposed CID Project or this Petition does not eliminate compliance with all applicable zoning, planning, permit and other laws relating to development of the Petitioner Property within the District.
- c The City is relying on the estimated cost of the CID Reimbursable Costs set forth in this petition without independent investigation as to the accuracy of such estimate.
- d Reimbursement from the CID Sales Tax is subject to the terms of a Development Agreement to be entered into between the City and Petitioner (or Developer) or any other entity allowed by the Development Agreement and approved by the City for reimbursement.
- e Petitioner acknowledges that it is requesting a public incentive and certifies that it has no financial interest in any real estate in Lenexa, Kansas with delinquent special assessments or ad valorem taxes.

[Remainder of Page Intentionally Left Blank. Signature Pages to follow]

AC CITY CENTER LENEXA, LLC a Kansas
limited liability company

By: Keith Cop

Keith Copaken, Manager

VERIFICATION

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

The foregoing Petition was acknowledged before me this 10th day of January, 2023, by Keith Copaken, Manager of AC CITY CENTER LENEXA, LLC, a Kansas limited liability company, and acknowledges he has authority to execute the Petition and said instrument is executed as the free act and deed of said corporation.

Subscribed and sworn to before me this 10th day of January, 2023.

(Seal)



MARY C. EDWARDS
My Commission Expires
May 23, 2023
Cass County
Commission #15458353

[Signature]
Notary Public in and for said
County and State

My Commission Expires: 5-23-23

For Office Use Only

This Petition was filed in the office of the Lenexa City Clerk this 11th day of January, 2023



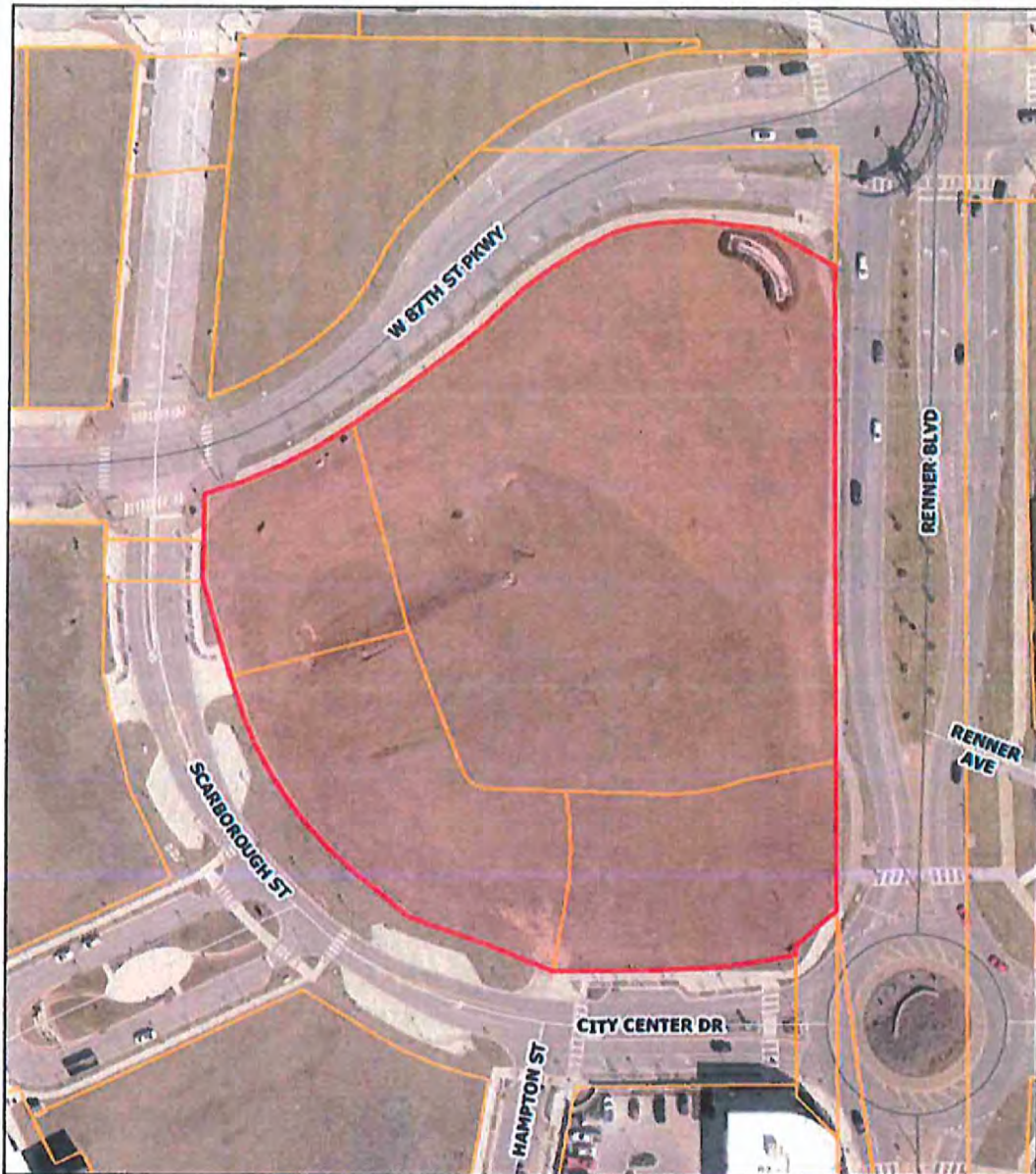
By: *Janice Martin*
Lenexa City Clerk

EXHIBIT A

Legal Description of District

Tract A, Lot 10, Lot 11 and Lot 12, CITY CENTER LENEXA NINTH PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas.

EXHIBIT B



City Center Lenexa Area A
Proposed CID Boundaries

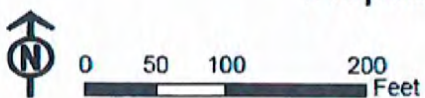


EXHIBIT C

CID ELIGIBLE COSTS

Description of Cost Item	Estimated Cost
Land Acquisition	\$1,175,785
Vertical building, structure and facility improvements, including costs associated with meeting certain standards/quality for the CID Project	\$0
Site work, including but not limited to grading, storm and sanitary sewers, drainage systems, utilities, landscaping and similar site preparation improvements	\$4,050,411
Streets, parking lots, parking deck, sidewalks and associated costs and the costs of financing the same. ¹	\$ See Above
Engineering and other professional fees, excluding attorney's fees	\$313,194
SBD Assessments	\$814,102
Tenant Improvement Costs, including FF&E	\$4,795,625
Contingency	\$137,797
Estimated Amount of CID Eligible Costs	\$11,286,914

¹Costs of associated with streets, parking lots, parking deck, sidewalks are included in site work above.

CITY CENTER REDEVELOPMENT (TIF) PROJECT PLAN 1J
CITY CENTER REDEVELOPMENT (TIF) DISTRICT AS AMENDED
(City Center Area A Restaurant Row Buildings A1 & A4 Project)

In accordance with K.S.A. 12-1770 *et seq.*, as amended (the “**Act**”), to promote, stimulate and develop the general and economic welfare of the city of Lenexa, Kansas (“**City**”), the Lenexa City Council adopted Ordinance No. 4427 on September 11, 2001, establishing a Redevelopment (TIF) District (the “**Original District**”). The Original District was amended on December 20, 2005 by Ordinance No. 4824 to include a total of approximately 424 acres (the “**District**,” also referred to as the “**City Center TIF District**”) and is legally described in attached **Exhibit A**. The City has identified multiple City Center development projects located within the City Center TIF District.

The Act allows one or more TIF projects to be undertaken by a city within an established district and any such project plan may be implemented in separate development stages. To date, the City has approved multiple TIF project plans in the area located on the southwest corner of 87th Street Parkway and Renner Boulevard, which area is commonly referred to as the “**Lenexa City Center**” area.

The City desires to establish Project Plan 1J as set forth herein (“**Project Plan 1J**”, also referred to as the “**Project Plan**”). Project Plan 1J will incorporate approximately 2.96 acres, located south of 87th Street and west of Renner Boulevard and is legally described on **Exhibit B** (the “**Project Plan 1J Area**”). The Developer for the Project Plan is AC2CCL, LLC (the “**Developer**”). .

Anticipated within Project Plan 1J is construction of two restaurant/retail buildings, land acquisition, surface parking, landscaping, hardscaping, utilities, sidewalks, related site amenities, signage, associated infrastructure improvements, and special assessments within the Project 1J Plan Area associated with the special benefit district financing of the 87th Street Parkway improvements and Scarborough Drive and Hampton Street improvements, all of which are more specifically described in **Section 5** herein (the “**Private Project**”).

Project Plan 1J shall extend for a period of twenty (20) years from the date the Project Plan is approved by the City (the “**Project Plan Term**”). The incremental ad valorem property taxes (as defined by the Act) generated from the real property within the Project Plan 1J Area during the Project Plan Term in excess of the amount of real property taxes collected for the base year assessed valuation shall constitute the “**TIF Revenues**”. In accordance with the Act and in cooperation with the Planning Commission, the City prepared Project Plan 1J.

1. Financial Feasibility.

Staff prepared a Financial Feasibility Study (“**Feasibility Study**”) for Project Plan 1J attached hereto as **Appendix 1**. Projections on development in the Project

{LR: 00696913.5 }

Plan 1J Area were provided by the Developer. The Feasibility Study incorporates a number of assumptions, including a constant mill levy of 90.733, which excludes the 20 mill school levy and the 1.5 State mill levy. The mill levy may vary each year of the TIF Term based on legislative actions and budgetary decisions made by the individual taxing jurisdictions. It also assumes property tax collection at 100%, Private Project completion by January 1, 2025 and a one percent (1%) annual increase in appraised valuation after the Private Project is fully constructed and stabilized.

The Developer will advance funds necessary to construct the Private Project and to pay the costs associated with the estimated and approved, private TIF eligible reimbursable costs set forth generally on **Exhibit C** attached hereto (the “**Private TIF Reimbursable Costs**”), and it is contemplated that Developer will subsequently be reimbursed with TIF Revenues received by the City on a “pay-as-you-go” basis. Such advances and reimbursements will be made in accordance with the terms of a Disposition & Development Agreement executed by the Developer and the City (the “**DDA**”). The Private TIF Reimbursable Costs are set forth in more detail in the DDA. The City also identified various public reimbursable costs set forth generally on **Exhibit C** which include reimbursement to the City for the City’s portion of the costs of the Public Project constructed by the City by SBD (the “**Public TIF Reimbursable Costs**”), which costs are eligible for TIF reimbursement in accordance with the City Center TIF District Plan and the terms of the DDA. Collectively, the Private TIF Reimbursable Costs and Public TIF Reimbursable Costs are referred to as the “**TIF Reimbursable Costs**”.

There is an estimated total of \$5,544,391 in TIF Reimbursable Costs identified with Project Plan 1J, but reimbursement of TIF Reimbursable Costs is dependent upon the amount of TIF Revenues generated within the Private Project 1J Area during the Project Plan Term and received by the City, and shall be paid in accordance with the amount, priority and duration set forth in the DDA. In no event will any TIF Reimbursable Costs be reimbursed in an amount that exceeds the amount of TIF Revenues available.

The Feasibility Study indicates that if projected development, assessed values and tax revenues are accurate, TIF Revenues will be sufficient to reimburse the Developer for a portion of the approved Private TIF Reimbursable Costs. Other revenue sources, including but not limited to private equity, are available to meet Private TIF Reimbursable Costs and other private development costs associated with the Project. TIF Reimbursable Costs must (1) be reasonably approved by the City in accordance with the terms of the DDA; (2) meet the definition of “redevelopment project cost” set out in K.S.A. 12-1770a(o), as amended; (3) be an eligible expense under the City’s adopted TIF Policy and/or Procedures, unless otherwise permitted in the DDA; (4) be authorized in this Project Plan 1J and in the City Center TIF District Plan; and (5) be in compliance with the terms for reimbursement and prioritization described with particularity in the DDA.

The City has identified up to \$3,737,021 in Private TIF Reimbursable Costs and anticipates reimbursing Developer for such Private TIF Reimbursable Costs incurred and paid by the Developer with available TIF Revenues generated during the twenty (20) year Project Plan Term. The Public TIF Reimbursable Costs total \$1,770,000 plus the annual TIF Administrative Fee and will be reimbursed to the City with available TIF Revenues in the time and priority set forth in the DDA. Based on the current projections and cash flow analysis contained in the Feasibility Study, it is determined that the Project benefits, TIF Revenues and other available revenues, exceed the TIF Reimbursable Costs, and that the TIF Revenues and other available revenue sources, including private revenue sources for the private costs, should be sufficient to pay for such TIF Reimbursable Costs. For any improvements constructed by Developer in Project Plan 1J, the Developer is responsible for all expenses, including but not limited to, Private TIF Reimbursable Costs, even if they exceed the amount of available TIF Revenues. The City reserves the right to amend the specific approved TIF Reimbursable Costs, and the amount, duration and prioritization thereof, to conform to the provisions of the DDA. City may also amend this Project Plan 1J in accordance with state law and the DDA.

In summary, assuming Project Plan 1J approval in the first quarter of 2023 with construction commencing immediately thereafter and complete by January 1, 2025, the City anticipates the ad valorem property tax increment will generate approximately \$2,244,024 over the Project Plan Term (the “**Estimated Total TIF Revenue Projection**”). The Developer will be responsible for all expenses of Developer, including the Private TIF Reimbursable Costs, above the TIF Revenue generated from Project Plan 1J and allocated to the Private TIF Reimbursable Costs during the Project Plan Term. If the TIF Revenue does not meet the estimated total TIF Reimbursable Costs, the City shall be under no obligation to provide financial assistance to Developer beyond the TIF Revenues actually generated from the Project Plan 1J Area in accordance with the distribution formula and term set out in the DDA. A summary of the feasibility assumptions and Estimated Total TIF Revenue Projection is included in **Exhibit E**.

2. Redevelopment District Plan and Redevelopment (TIF) Project Plan 1J.

Redevelopment District Plan (City Center TIF District Plan)

The City Center TIF District area includes the land within the City of Lenexa, Kansas as legally described on **Exhibit A**, but generally described as an area of approximately 424 acres located on all four corners of 87th Street and Renner Blvd., as well as a tract of land located east of I-435 at 87th St Pkwy. The Redevelopment (TIF) District Plan for the City Center TIF District contemplates development of a mixed use urban development project to be located on all four corners of Renner Boulevard and 87th St Pkwy and east of I-435 at 87th St Pkwy, to include office, retail, residential and public civic uses (“**City Center Project**”).

Lenexa City Center will be constructed on approximately 56.85 acres located on the southwest corner of Renner Boulevard and 87th Street Parkway and is the subject of a Development Agreement dated May 31, 2006 (as amended) between City Center Lenexa, LLC (“**CCL**”), and the City (the “**Master Development Agreement**”). Lenexa City Center is proposed to be developed in multiple phases as a mixed use project consistent with the Master Plan included in the Master Development Agreement, which is contemplated to include approximately 1,900,000 square feet of retail, residential, hotel, office, entertainment and civic uses. The Lenexa City Center project proposes to utilize on-street, structured and surface parking consistent with the Master Plan in the Master Development Agreement. Development of additional City Center projects of a smaller scale are anticipated on the other tracts of land included in the District.

In accordance with the City Center District Plan, TIF increment may be used to pay for eligible project expenses within specific project areas for such items including but not limited to public infrastructure; land acquisition; site preparation; street improvements and their appurtenances; sidewalks; storm and sanitary sewers; utility improvements as permitted in the Act; parks; parking facilities; landscaping; water mains; storm water detention; sculptures and public art; plazas; and special assessments levied pursuant to KSA 12-6a01 *et seq.* for eligible public infrastructure authorized in the District Plan.

Redevelopment (TIF) Project Plan 1J

Project Plan 1J incorporates approximately 2.96 acres of real estate and improvements. Project Plan 1J is located south of 87th Street Parkway and west of Renner Boulevard, all within the City Center TIF District. Project Plan 1J Area is legally described in **Exhibit B**. Project Plan 1J consists of two restaurant/retail buildings, surface parking, landscaping, sidewalks and other site amenities, associated infrastructure improvements all of which are more specifically described in **Section 5** herein.

3. Map of Redevelopment Project Plan 1J Area.

A map of the Project Plan 1J Area is attached as **Exhibit D**.

4. Relocation Assistance Plan.

No relocation is required with Project Plan 1J and therefore no relocation assistance plan is provided.

5. Description of the Buildings and Facilities Proposed to be Constructed or Improved.

The Private Project part of Project Plan 1J consists of an approximately 9,000 sq. ft. restaurant/retail building and an approximately 8,800 sq. ft. restaurant, surface parking, footings for a future parking deck, sidewalks, landscaping and associated infrastructure. Private TIF Reimbursable Costs incurred as a result of {LR: 00696913.5 }

Project Plan 1J include, but are not limited to, land acquisition within the Project Plan area, architectural and engineering costs associated with the site improvements (but excluding all other vertical buildings to be owned or leased by the Developer), infrastructure improvements, site development, surface parking, footings for a future parking deck, lighting, landscaping, hardscape, utilities located within the right-of-way, sidewalks, and related site amenities (insofar as landscaping, hardscaping, utilities, sidewalks and related amenities are not contained in the Public Project Improvements) and special assessments on the Project Plan 1J Area associated with the financing of the 87th St. Parkway improvements and the Scarborough Drive and Hampton Street improvements,. The Private TIF Reimbursable Costs are described in more detail in the DDA.

The Public Project part of Project Plan 1J consists of certain public improvements which include: special assessments within the Project Plan 1J Area associated with the special benefit district financing of the Scarborough Drive and Hampton Street improvements and future 87th Street Parkway and Scarborough Drive traffic signal improvements (the “Public Improvements”). Except as provided herein, the Public Improvements constitute Public TIF Reimbursable Costs. The Public TIF Reimbursable Costs and are described in more detail in the DDA. For the avoidance of doubt, the term “Public Improvements”, as used in this Project Plan 1J, is intended to only include future costs incurred by the City after the date this Project Plan 1J is approved and not costs previously incurred by the City; provided, however, the City’s share of the assessments associated with the SBD that was formed for the construction of Scarborough Drive (from Renner Boulevard to 87th Street Parkway) and Hampton Street (from its current terminus north to connect with Scarborough Drive) improvements do constitute Public Improvements and are Public TIF Reimbursable Costs.

6. Other Relevant Information.

- a. Reimbursement of TIF Reimbursable Costs shall be made from ad valorem property tax increment (as defined in the Act) actually received by the City from Project Plan 1J Area and deposited into the special fund established by the City in accordance with K.S.A. 12-1778 (the “**City Center Project Plan 1J Fund**”).
- b. If sufficient TIF Revenues are not available to pay all of the Private TIF Reimbursable Costs, the City is under no obligation to reimburse Private TIF Reimbursable Costs from any other public source. It is contemplated that TIF Reimbursable Costs also will be reimbursed by proceeds from a Community Improvement District that will be formed later.
- c. Prior to any reimbursement of Private TIF Reimbursable Costs, Developer and City shall enter into a separate, valid and enforceable DDA. A detailed description of all TIF Reimbursable Costs, and the procedure for distribution, reimbursement amount and priority of

{LR: 00696913.5 }

payment of the TIF Reimbursable Costs is set out in the DDA and consistent with this Project Plan 1J.

- d. The City does not anticipate issuing TIF Bonds, however, upon future request of Developer, the City shall reasonably consider any such request to issue TIF Bonds if the market can feasibly support such a bond issue and if the TIF Revenues and any other collateral provided for such TIF Bonds provide reasonable assurance that the principal of and interest on the TIF Bonds will be paid on a timely basis. A decision on whether or not a TIF Bond issue is feasible and adequately secured, will be the City's final decision and within the City's sole discretion. The City is under no obligation to issue TIF Bonds and makes no commitment to do so.

EXHIBIT A

LEGAL DESCRIPTION OF CITY CENTER REDEVELOPMENT DISTRICT

Beginning at the Northwest corner of the Northeast Quarter of Section 31, Township 12 South, Range 24 East; thence South along the West line of the Northeast Quarter of said Section 31 to the Southwest corner of the Northeast Quarter of said Section 31; thence East along the South line of the Northeast Quarter of said Section 31 to the Southeast corner of the Northeast Quarter of said Section 31, and continuing East along the South line of the Northwest Quarter of Section 32, Township 12 South, Range 24 East to the Easterly right-of-way line of Renner Boulevard as it now exist; thence North along the Easterly right-of-way line of said Renner Boulevard to the intersection with the South line of the Northwest Quarter of the Northwest Quarter of Said Section 32; thence East along the South line of the Northwest Quarter of the Northwest Quarter of said Section 32, to the intersection with the centerline of Interstate Route 435, as it now exists; thence South along the centerline of said Interstate Route 435 to the South line of the Northwest Quarter of said Section 32; thence East along the South line of the Northwest Quarter of said Section 32, to the Southeast corner of the Northwest Quarter of said Section 32; thence North along the East line of the Northwest Quarter of said Section 32, to the Northeast corner of the Northwest Quarter of said Section 32; thence West along the North line of the Northwest Quarter of said Section 32, to the centerline of Interstate Route 435, as it now exists; thence North along the centerline of said Interstate Route 435 to the North line of the Southwest Quarter of Section 29, Township 12 South, Range 24 East; thence West along the North line of the Southwest Quarter of said Section 29, to the Northwest corner of the Southwest Quarter of said Section 29: thence South along the West line of the Southwest Quarter of said Section 29, to the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 30, Township 12 South, Range 24 East; thence West along the South line of Stonecreek of Parkhurst 1st Plat, Stonecreek of Parkhurst 2nd Plat, and Estates of Parkhurst 1st Plat, all subdivisions of land in Johnson County, Kansas, to the Northeast corner of Horizons West Re-Plat 3rd Plat, a subdivision of land in Johnson County, Kansas; thence South along the East line of said Horizons West Replat 3rd Plat, and its extension South, to the South line of the Southeast Quarter of said Section 30; thence West along the South line of the Southeast Quarter of said Section 30 to the Point of Beginning, containing approximately 424 acres.

EXHIBIT B
LEGAL DESCRIPTION OF PROJECT PLAN 1J AREA

All Tract and Lots 10 12, City Center Lenexa Ninth Plat, subdivision in the City Lenexa, Johnson County, Kansas, EXCEPT that part of Tract A, as prepared by Michael Dean LS-1612, on December 30, 2022; and being more particularly described as follows:

BEGINNING at the Northeast corner of said Tract A, said point also being the point of intersection of the South Right-of-Way line of W. 87th Street Parkway and the West Right-of-Way line of Renner Boulevard, as both are now established; thence South 02°26'40" East, along the East line of said Tract A, and along the West Right-of-Way line of said Renner Boulevard, a distance of 143.89 feet; thence North 90°00'00" West, departing the East line of said Tract A and the West Right-of-Way line of said Renner Boulevard, a distance of 175.69 feet; thence North 45°00'00" West, a distance of 16.97 feet; thence North 00°00'00" East, a distance of 47.16 feet; thence North 40°07'25" West, a distance of 49.95 feet; thence North 12°14'39" East, a distance of 39.31 feet, to a point on the North line of said Tract A, said point also being on the South Right-of-Way line of said W. 87th Street Parkway, said point also being on a non-tangent curve; thence Northeasterly, along the North line of said Tract A, and along the South Right-of-Way line of said W. 87th Street Parkway, and along a curve to the right, whose initial tangent bearing is North 53°26'22" East, having a radius of 282.00 feet, and through a central angle of 09°58'36", an arc length of 49.10 feet, to a point of compound curvature; thence Northeasterly and Easterly, continuing along the North line of said Tract A and along the South Right-of-Way line of said W. 87th Street Parkway, and along a curve to the right, having a radius of 82.00 feet, and through a central angle of 15°06'48", an arc length of 21.63 feet, to a point of compound curvature; thence Easterly, continuing along the North line of said Tract A, and along the South Right-of-Way line of said W. 87th Street Parkway, and along a curve to the right, having a radius of 266.00 feet, and through a central angle of 09°15'33", an arc length of 42.99 feet, to a point on a non-tangent line; thence South 85°10'52" East, continuing along the North line of said Tract A, and along the South Right-of-Way line of said W. 87th Street Parkway, a distance of 52.05 feet; thence South 62°24'31" East, continuing along the North line of said Tract A, and along the South Right-of-Way line of said W. 87th Street Parkway, a distance of 54.99 feet, to the POINT OF BEGINNING of that part being excepted from said Tract A.

The hereon described TIF Plan Area contains 128,973.72 square feet, or 2.9608 acres, more or less.

EXHIBIT C
TIF Reimbursable Costs– Project Plan 1J

The following items are estimated TIF eligible private and public costs for reimbursement with TIF Revenues generated from Project Plan 1J. The priority and duration of reimbursement is set forth in the DDA.

Description of Expenditure	Reimbursement to:	Maximum Reimbursement
TIF Fee	Developer ¹	\$37,370
Itemized Private TIF Reimbursable Costs paid by Developer, excluding the TIF Fee, but including: Land acquisition within the Project Plan area; site development; A/E (excluding vertical buildings owned or leased by the Developer other than parking structures); water mains; surface and structured parking; landscaping, lighting, sidewalks, benches and similar amenities; special assessments in the Project Plan Area associated with financing the 87 th Street Parkway improvements and the Scarborough Dr. (Renner Blvd. to 87 th St. Pkwy.) and Hampton St. (current terminus north to Scarborough Dr.) improvements; temporary construction interest; and contingency.	Developer	\$3,737,021 ³
Itemized Public TIF Reimbursable Costs paid by City, excluding the Annual Administrative TIF Fee, but including: The City's share of special assessments within the Project Plan 1J Area associated with the special benefit district financing of the Scarborough Drive and Hampton Street improvements and future 87 th Street Parkway and Scarborough Drive traffic signal improvements; and public park improvements within the District	City	\$1,770,000
Annual Administrative TIF Fee: 0.5% of the annual TIF Revenues reimbursed to Developer	City	TBD
Total Maximum Aggregate of Eligible Private TIF Reimbursable Costs	Developer	\$3,774,391
Total Maximum Aggregate of Eligible Public TIF Reimbursable Costs	City	\$1,770,000 ²
Total Maximum Aggregate of TIF Reimbursable Costs		\$5,544,391²

Notwithstanding any other provision of this Plan to the contrary, reimbursable expenditures shall at all times be consistent with the Act, including judicial interpretation of the Act.

¹ The TIF Fee is based upon 1% of the Private TIF reimbursable Costs in the estimated amount of \$3,737,021 (which amount represents the Total Private TIF Reimbursable Costs less the TIF Fee). This total excludes the Annual Administrative TIF Fee as it is TBD based upon eligible TIF Revenue disbursed. This sum shall be reimbursed to Developer if it has been paid by Developer and if not, it shall be deducted from the first Private TIF Reimbursable Cost payment (and thereafter until paid in full) and paid to the City.

² The amount of the total Public TIF Reimbursable Costs does not include a sum for the Annual Administrative TIF Fee as this amount is to be determined as it is based upon the annual amount of TIF Revenues disbursed to Developer.

³ This amount includes sums which may be included in a subsequent Community Improvement District. At the time of certifying its costs to the City, Developer must elect the Project Plan and the incentive source for which it desires reimbursement and it shall not submit those same costs for reimbursement from any other reimbursement source. CID revenues are anticipated to reimburse tenant finish costs associated with the restaurant, which are not an eligible TIF reimbursable cost. This amount also includes costs associated with surface parking and footings for future parking structure, including site work, that may be reimbursed with TIF revenue in future phases that utilize the surface parking and parking structure, to the extent those TIF reimbursable costs are not reimbursed with TIF revenues from Project Plan 1J or CID revenues.

EXHIBIT D



Ordnance Source: City of Lenexa and Johnson County, Kansas
For further information, please call (913) 477-2700

City Center Lenexa Area A Restaurant Row Buildings A1 & A4

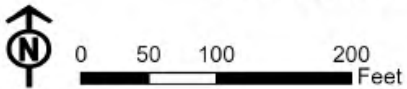


Exhibit A

**City of Lenexa
Parks and Recreation Department
Parks & Recreation Master Plan
Request for Proposals**

SUBMISSION DATE: October 26, 2022

SUBMISSION TIME: 2:00 p.m. (Central Standard Time)

SUBMISSION PLACE: City of Lenexa
 Attn: Mandy Danler
 17101 W 87th St. Parkway
 Lenexa, Kansas 66219

Requests for information regarding this Request should be directed to:

Mandy Danler, Parks & Recreation Assistant Director
City of Lenexa Parks and Recreation
mdanler@lenexa.com

SEALED PROPOSALS SHALL BE RECEIVED ON OR BEFORE THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE SHALL NOT BE CONSIDERED.

1. GENERAL DESCRIPTION

The City of Lenexa, Kansas (“City”) is requesting proposals from qualified firms to create the Parks, Recreation and Open Space Comprehensive Plan (hereinafter “Parks & Recreation Master Plan”). The first Parks & Recreation Master Plan for the City was completed in July 2012. The plan is expected to provide direction on program offerings, facility construction and management, general capital improvements, park amenities, future parks locations and types, future trail locations and types, in addition to budgetary and financial matters.

The Parks & Recreation Master Plan must also incorporate and/or give consideration to other approved plans on related matters for the City, such as the Comprehensive Plan, Complete Streets Plan, Lenexa Vision 2040, Trails Master Plan and the Aquatics Study – Public Engagement discussions regarding aquatic facilities for the City. The successful consultants will collect and analyze data to develop goals, objectives, policies and standards for the City's park system, open space, and recreation facilities as well as recreation program development.

The Parks & Recreation Master Plan will require the Parks and Recreation Advisory Board and the Lenexa Arts Council to recommend the plan to the Lenexa Governing Body for acceptance.

2. COMMUNITY AND DEPARTMENT BACKGROUND

The City is located in Johnson County, Kansas, one of the eleven counties that comprise the Kansas City metropolitan area. Lenexa was incorporated in 1907 and occupies an 11-mile east/west and 3-mile north/south portion of Johnson County. Lenexa is situated on the western side of the county and borders the cities of De Soto, Olathe, Overland Park and Shawnee.

Lenexa has an estimated population of 58,388 according to the 2020 United States Census Bureau. The City is land-locked and is predicted to meet its maximum population growth of +/-70,000 in 20 years.

The City operates under a mayor-council form of government, with day-to-day administrative leadership provided by an appointed City Manager. The City is divided into four wards with two Council members elected from each ward. The mayor is elected at-large and completes the nine-member Governing Body. The City receives property tax (mill levy) funding along with several other revenue sources, including sales/use taxes, franchise taxes, transient guest taxes, business licenses, building permits, and user fees.

The City is served by three school districts: Shawnee Mission, Olathe and De Soto. Residents of Lenexa also attend several private institutions, including the City's only high school, a private Catholic high school named St. James Academy located in western Lenexa.

The City has the following Departments within its organization: City Manager, City Clerk, Court, Community Development, Information Technology, Communications, Finance, Fire, Human Resources, Legal, Municipal Services, Parks & Recreation and Police. The City has just over 544 FTE employees.

The Lenexa Parks and Recreation Department ("LPRD") receives guidance from a nine-member Parks and Recreation Advisory Board as well as a nine-member Arts Council. Board members are appointed to three-year terms by the Mayor with the consent of the Council. There are approximately 70 full-time and 300+ part-time LPRD staff. At the present time the City's park system includes approximately 32 developed parks encompassing 611 acres. In addition to these, there are three undeveloped parks totaling 87+ acres. The Department owns, operates and maintains, three municipal swimming pools, Freedom Fields ball field complex, Legler Barn Museum & Train Depot, Little Mill Creek athletic fields, Thompson Barn, Lenexa Senior Center, Lenexa Community Center, Parks Service Center and the Lenexa Recreation Center. The Senior and Community Centers are planned to be renovated and combined in 2023/24. A new name for the complex has been adopted and after renovation the facility will be renamed to Lenexa Old Town Activity Center. LPRD will also acquire and operate the Lenexa Cemetery effective January 1, 2023. LPRD also maintains approximately 17 acres of landscaping beds and 40,000 right-of-way trees. The Parks & Recreation General Fund budget for FY23 is approximately \$8.53 million with a Recreation Center Fund budget of an additional \$5.07 million.

The Parks & Recreation Department provides recreational programs, special events and festivals that are local, regional and national. In 2021, there were over 60,000+ participants recorded in a variety of recreation programs, 56,000+ festivals/event attendees, 48,000+ outdoor pool visitations and 2980 memberships to the Lenexa Rec Center accounting for 8,563 individuals.

According to a recent 2021 citizen survey, 97 percent of respondents ranked Lenexa as a good or excellent place to live. Residents ranked the City with a 95 percent as an excellent or good place to raise children. The City rated above the national average in all 54 areas assess and significantly above the average in 53 of 54 areas. The City has a strong commitment to providing high quality parks and recreation facilities and recreation programs for the community. The recent survey indicated 97% of the residents were Very Satisfied or Satisfied with the overall quality of parks and trails and 88% felt the same regarding the quality of the recreation programs.

PARKS AND RECREATION MISSION STATEMENT

"Lenexa Parks and Recreation strengthens community through exceptional people, programs, facilities and festivals."

We feel strongly that we are partners with those people who chose to live, work and visit our City. The Parks and Recreation Department helps people to pursue their dreams by:

- Planning and developing parks and facilities that are environmentally sensitive, provide diverse leisure-time opportunities, support the community's vision and desires, and will maintain their value over time.
- Providing high quality, high impact recreation experiences by organizing, promoting, and delivering programs and services to our community.
- Responding to our customers' needs through trust and communication.
- Promoting collaborative efforts with other agencies and businesses to help obtain the vision of the community.
- Providing the quality of life for residents, businesses, and visitors that make people choose Lenexa over other areas.

By sharing the community's vision the Parks and Recreation Department feels that: "The Benefits Are Endless".

3. OBJECTIVES

The purpose of the Parks & Recreation Master Plan is to create a clear set of goals, policy recommendations and objectives that will provide direction to City staff, the Parks and Recreation Advisory Board, the Arts Council, and the City Council for development, re-development and enhancement of the City's parks system, open space, recreation facilities, and recreation programs and services for the next 5 - 10 years. The Parks & Recreation Master Plan is expected to provide direction on program offerings, facility construction and management, general capital improvements, park amenities, future park and trail locations and types, in addition to budgetary and financial matters. This process is to include developing a comprehensive inventory and an analysis of forecasted needs and implementation strategies. Specific items to consider are listed below in the scope of work.

4. SCOPE OF WORK

- A. **Related Planning Efforts and Integration** – The City has undertaken several planning efforts in recent years that have helped shape the direction of internal planning efforts. The consultant will be expected to review and incorporate as appropriate the City's previous planning efforts. In addition to other materials provided by the City, the consultant will be responsible to review all the listed materials.
- **Future Parks & Recreation Plans** – This link provides access to links associated with:

- Existing Parks & Recreation and Open Space Comprehensive Master Plan
- Black Hoof Park Master Plan
- Buffalo Meadows Park Master Plan
- Freedom Fields Phase I Master Plan
- Hidden Woods Park Master Plan
- Sar-Ko-Par Trails Park Visual Master Plan
- Sar-Ko-Par Trails Park Master Plan Report
- Trails Alignment Analysis (2009)

[Projects, Studies & Plans - City of Lenexa](#)

- **Lenexa Vision 2040** (2019) – This recently accepted update built on the success of Vision 2020 and 2030.

[Vision2040_FullDocument.pdf \(civiclive.com\)](#)

- **Lenexa Comprehensive Plan** (2016 and currently being updated. Anticipated acceptance 2023)

[Comprehensive Plan - City of Lenexa](#)

- **Lenexa Complete Streets** (2019)

[Complete Streets Study - City of Lenexa](#)

- **A New Look At Old Town Lenexa** (June 2016)

[OldTownFinalPlan.pdf \(civiclive.com\)](#)

- **Community Center and Senior Center Study** (2019) – This study addressed the consolidation of the Senior Center with the existing Community Center.

[Community Center and Senior Center Plans Presented - City of Lenexa](#)

- **Aquatics Study** (2019 and 2021) – This study addressed the city's aquatic facilities and their ability to serve the community in a fiscally responsible manner. It also examined future capital improvements scenarios.

[Aquatics Study - City of Lenexa](#)

- **Rain to Recreation Program Efforts** – This is a nationally recognized approach to stormwater management.

[Rain to Recreation - City of Lenexa](#)

- **Existing City Capital Improvement Program**

[Capital Improvement Program - City of Lenexa](#)

- **Citizen Satisfaction Survey (2021)**

[2021 Lenexa Survey Report.pdf \(civiclive.com\)](#)

- **Public Art**

- [Arts Council Master Plan \(2016\)](#)

- [Public Art - City of Lenexa](#)

- **10 Minute Walk Effort**

[10-Minute Walk - Improving Park & Green Space Access \(10minutewalk.org\)](#)

B. **Parks System and Trail Alignments** – Identify current and future opportunities and deficiencies in the number, type and location of parks, trails, natural resource properties and open space areas. This should be conducted using the 10-Minute Walk initiative.

C. **Recreation Facilities** – Conduct an evaluation of existing City recreation/sports facilities. Identify appropriate recreation/sports facility opportunities based upon community needs. Specific areas of attention need to include the following areas:

- Aquatic facilities (existing and future) – The Parks & Recreation Master Plan should incorporate the recommendations from Aquatics Study as necessary.
- City playgrounds, parks and trails (existing and future)
- Legler Barn - existing
- Thompson Barn – existing
- Recreation Center – existing
- Lenexa Cemetery-existing
- Evaluate the need/location for future additional indoor recreational space
- Address the recreational needs of the community and the various socio-economic groups in light of other private/public recreational providers
- Sports fields for practices and/or games based upon community input and need
- Identify the need for court sports such as pickleball, tennis, basketball, etc.

- Identify the need for adventure type sports such as skateboarding, single track, pump track, etc.
- D. **Recreation Programs and Services** - Examine and evaluate current recreation/sports/eSports programs and services offered by the Department as well as other providers (county, local governmental entities, private providers) within Johnson County, Kansas. Based upon the consultant's citizen survey and the Lenexa Direction Finder Survey, identify trends, opportunities and deficiencies for future recreation/sports programs and services.
- E. **Capital Development** – The City presently has a five-year Capital Improvement Program ("CIP"). The Parks & Recreation Master Plan will assess and provide recommendations for priorities and cost estimates for the LRPD's projects within the City's existing five-year capital improvement program as well as identifying projects and their costs beyond the existing five-year time frame for future CIP needs.
- F. **Implementation Plan** - Develop a prioritized plan of action incorporating probable costs and potential funding sources and mechanisms for park, facility and program recommendations.
- G. **National Accreditation Standards (CAPRA)** – The Parks & Recreation Master Plan should greatly aid the Lenexa Parks and Recreation Department in applying for reaccreditation and meet the criteria requested in the reaccreditation process. The final Parks & Recreation Master Plan should address the CAPRA standards required for accreditation:
<https://www.nrpa.org/certification/accreditation/CAPRA/>
- H. **Work Plan** - The successful consultant will provide the City with a final work plan within 30 days of the award of contract by the City.
- I. **Demographic Trends** - Review and interpret demographic trends and characteristics of Lenexa using information from existing City Plans (City's Build Out Study) and other available statistical information where appropriate and apply it to parks and recreation needs.
- J. **Physical Inventory and Evaluation: Park and Recreation Facilities Inventory** - Update the inventory of existing City parks, open space and recreation facilities and include other public and private parks, open space and recreation facilities in Lenexa and within Johnson County, Kansas. Work to include a physical inventory and evaluation of parks within the City. Utilize existing planning documents and maps from digital files (AutoCAD or GIS) in the inventory and analysis to prepare various documents and base maps. Other available sources of information may also be used in the collection of inventory data.

- K. **Program Inventory: Recreation/Sports Programs and Services Inventory** - Develop a comprehensive inventory of existing City recreation programs and services and other public and private programs and services within Johnson County, Kansas and compare them to current program offerings. This inventory should include festivals, special events as well as an inventory of city sponsored recreation programs including but not limited to art, history, sports, enrichment, senior, and fitness programs and their funding mechanisms. Identify any areas not presently being served as indicated by the consultant survey.
- L. **Benchmarking/Comparison of Parks and Recreation Resources** - Benchmark/compare the parks and recreation resources of the City with similar municipal departments in regards to number of parks per capita, park facilities, open space, recreation/sports facilities per capita, recreation/sports programs and services, usage, revenues to expenditures, overall budgets and staffing levels.
- M. **Citizen Attitude and Interest Survey** – A statistically valid Citizen Attitude and Interest Survey will be conducted focusing on the parks and recreation needs of the community. Utilize results of this statistically valid survey to determine needs and customer satisfaction for the parks system, open space, recreation/sports facilities, and recreation/sports programs and services. A bi-annual citizen survey is conducted by the ETC Institute and the successful consultant will work with them to conduct the survey. The consultant survey should provide more in-depth knowledge of citizen attitudes and interests. The consultant will detail the methodology of the survey and work with the City in the development of the questions.
- N. **Public Involvement** - The consultant will develop and utilize innovative and cost-effective methods to generate and maximize public participation in the development of a Parks & Recreation Master Plan. In addition, the consultant will work with the Park and Recreation Advisory Board, Arts Council, public officials and agencies, interested individuals and parties representing a wide range of parks and recreation user groups. The consultant can suggest methods of achieving the goal of a successful Parks & Recreation Master Plan.

The following meetings and reports are the minimum requirements to complete the Parks & Recreation Master Plan:

- a) One (1) orientation meeting with the Park and Recreation Steering Committee to review the work plan, timeline, and details of the Parks & Recreation Master Plan process.
- b) Regular meetings and/or presentations with City staff at key points throughout the process.

- c) Two (2) community meetings to provide broad-based community input. The consultant is expected to facilitate these meetings.
- d) A minimum of nine (9) opportunities for focus group meetings with stakeholders, identified officials in/around the community, community leaders, etc. (i.e., Mayor and City Council, Lenexa Chamber of Commerce, Rec Center users, field rental users, Johnson County Parks & Recreation District, Business leaders, School Districts, etc.)
- e) One (1) final presentation to the Park and Recreation Advisory Board, one (1) with the Arts Council, one (1) with the Planning Commission and one (1) with the City Council to receive final acceptance of the Parks & Recreation Master Plan.

Note: The City shall be responsible for the arrangement, notice and any other costs associated with the above meeting schedule. The consultant shall review with the project manager all prepared information for the public meetings at least three (3) days prior to the scheduled meetings.

- O. **Demand/Needs Analysis** – Establish recommendations based on public opinion surveys, focus groups, stakeholders, public meetings, and meetings with City Council, staff, boards, commissions, committees, etc. This data, along with the results of a statistically valid survey, will provide the basis for determining the priority for recreation facilities and programming, parks, trails and open space development needs of the City.
- P. **Goals, Policies and Objectives** – Establish goals, policies and standards for LPRD as part of the Parks & Recreation Master Plan. The inclusion of Best Management Practices (BMP's) will be a primary consideration in the development of the goals, policies and standards. Where appropriate, incorporate the recommendations from other city plans into these goals, policies and standards.
- Q. **Prioritize Land Acquisition** - Identify and prioritize future land acquisition needs for the development of parks, open space and recreation facilities.
- R. **Prioritize Parks, Trails, Natural Resources and Recreation Facilities Maintenance and Renovation** - Develop and/or refine a set of prioritized recommendations with associated costs to implement maintenance and renovation of existing parks, trails, natural resources and recreation facilities.
- S. **Department Action/Strategic Plan** - Develop an action plan which incorporates the City's Comprehensive Plan and includes issues, strategies, priorities and analysis for budget support and funding mechanisms for the parks system, open space, and recreation facilities, programs and services. The Parks & Recreation Master Plan will serve as a guideline for prioritizing

projects, multi-purpose trails and trailheads, park maintenance, staffing levels, park rules, recreation programming, and fiscal planning for quality-of-life enhancements in the City for the next 5 -10 years. The action plan shall include, but not be limited to, the following:

- a) Develop a prioritized list of future projects based on established goals and community input for the parks and recreation Capital Improvement Program (CIP) including suggested timelines. Projects must meet the City's criteria for inclusion in the CIP.
- b) Provide direction in the acquisition and/or distribution of park land including possible new park sites to meet future recreation and open space needs.
- c) Review and update as necessary the Trails Master Plan including trailheads, trail standards, trail signage, trail markers, and identifying trail connections to other trails not operated by the City. This should be done within the framework of the Mid-America Regional Council (MARC) connecting our region wayfinding effort: <https://www.connectingourregion.com/about>.
- d) Based upon citizen interests, needs and customer satisfaction, develop general standards of development for parks and recreation facilities.
- e) Provide a financial plan including applicable budgets and possible grants to accomplish top priorities as established by the demand/needs analysis.
- f) Identify the associated costs for the renovation, maintenance and operations of existing facilities and parks. These costs include maintenance plans and staffing levels.
- g) Provide direction on the feasibility and location of new recreation facilities. These estimates should include capital costs as well as operating expenses such as staff and maintenance of the facilities in addition to the estimated revenue potential.
- h) Identify present and future recreational programming needs of the City.
- i) Identify relevant trends and regional/national standards relating to future community and park development projects.
- j) Examine the potential for recruitment of new and expansion of existing partnerships for facilities and services.
- k) Review and update as necessary the Trails Master Plan including trailheads, trail standards, trail signage, trail markers, and identifying trail connections to other trails not operated by the City. This should be done within the framework

of the Mid-America Regional Council (MARC) connecting our region wayfinding effort: <https://www.connectingourregion.com/about>.

U. **Deliverables** - The consultant shall deliver to the City the following items:

- a) Detailed plan of work.
- b) Summary of existing conditions, inventories and analysis.
- c) Draft Parks & Recreation Master Plan, which will include all the information contained in the scope of work.
- d) Ten (10) paper copies of the Draft Parks & Recreation Master Plan to be used for distribution and review. One electronic copy for public information.
- e) Appropriate written material and graphics (maps, slides, charts, photographs, etc.) to be used for public presentations, to include a current map and a final map plan outlining future facility/park development opportunities.
- f) Final Parks & Recreation Master Plan to include all elements listed in the scope of work.
- g) Executive Summary Report summarizing the key points of the final Parks & Recreation Master Plan including but not limited to, the purpose, highlights, results, and recommendations of the plan.
- h) Ten (10) bound copies of the Final Parks & Recreation Master Plan. In addition, provide one (1) color reproducible copy of the Final Park & Recreation Master Plan and the Executive Summary Report and one (1) electronic copy of the Final Parks & Recreation Master Plan and Executive Summary Report.
- i) Final Parks & Recreation Master Plan Map, which includes all parks, open space and recreation facilities, provided in color poster format (24" x 36") and an electronic copy. The poster should include the goals, objectives and policies of the Parks & Recreation Master Plan.

All written materials, graphics, and data shall be delivered in paper, camera ready and in digital format consistent with the City's software.

Consultant should provide any anticipated costs for reimbursable expenses (copying, travel, per diem, etc.) that are outside of the lump sum quote.

5. ITEMS TO BE PROVIDED BY THE CITY

- A. **A City Project Manager** – Parks and Recreation Assistant Director, Mandy Danler.
- B. **An Advisory Committee** - A subcommittee of the Parks and Recreation Advisory Board member representative, Community Development staff, City Council member representative, Arts Council member representative and other City representatives. This Committee will work closely with the consultant to provide information and feedback on the Parks & Recreation Master Plan effort and meet with the consultants as needed.
- C. **Copies** or links to all existing studies, plans, programs and other data including the City of Lenexa Comprehensive Plan, Visions 2020, 2030 and 2040 plans, applicable planning documents and trail plans and all other relevant data in its possession.
- D. **Access** to all applicable City records.
- E. **Assistance** with community meetings.

6. QUESTIONS DEADLINE

The City requires that all questions relating to this RFP be addressed directly via email to Mandy Danler, Parks & Recreation Assistant Director, at mdanler@lenexa.com by **2:00pm (CST) on Friday, October 21, 2022. No questions will be answered over the phone.** The City may record its responses to inquiries and any supplemental instructions in the form of written addenda to this RFP. If the city issues an addenda it will be provided no later than Monday, October 24 by 5:00 p.m. (CST).

7. INSTRUCTIONS FOR PREPARING PROPOSALS

The respondent must submit five (5) copies of their proposal along with an electronic copy on a standard jump drive. Proposals are to be submitted to the City of Lenexa, Attn: Mandy Danler at the address shown on the cover page prior to the date and time indicated thereon. Proposals may be mailed or hand delivered prior to the date and time for opening, but no oral, telegraphic, telephonic, electronic or facsimile submissions will be considered. Proposals received after the date and time indicated on the cover page shall not be considered and if the respondent is identified on the proposal, will be returned unopened.

Proposals may be withdrawn or modified in writing prior to the proposal deadline. Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for submission of proposals. All proposals submitted shall remain valid and be binding upon the respondent if accepted by the City within in sixty (60) days after the submission date. Neither the City nor its representative shall be liable for expenses incurred in connection with preparation of a response to this RFP.

Any proposal, correspondence, documents, or other records submitted to the City will be considered an open public record pursuant to the Kansas Open Records Act.

In order for your RFP to be considered responsive, the following information should be divided into tabbed, marked sections and should include, but not be limited to, information regarding each of the following:

- A. Brief company history including size of staff, principal business location and any other service locations, primary line of business, and length of time firm has been providing service(s) described in this document.
- B. List of projects completed by firm during the past five years that are comparable to the Parks & Recreation Master Plan. For each project listed, provide a brief description of the project, its location, completion date and cost. Also, the names, address, telephone number, and contact person for each of these past projects must be provided. Please provide at least one sample report from such projects.
- C. Provide a list of other projects that you are currently involved with or will be involved with through July 2023.
- D. Identify the key management and operating personnel who would provide basic services, indicating their areas of responsibility to the project. Provide a resume for individuals who would have day-to-day responsibility for the development of this project giving a summary of their pertinent experiences and qualifications.
- E. Identify all outside consultants that would be employed by your firm for this project. For each consultant listed, please provide the information requested in item D.
- F. Provide at least three (3) references with names, addresses and telephone numbers. References should include at least two (2) projects similar to that described in this document. A complete list of similar projects for the past five years should be provided.
- G. Provide a schedule on each phase of the proposed project beginning with a "kick off" meeting and ending with the date of completion that will coincide with City Council approval of the Parks & Recreation Master Plan. The schedule must include all tasks that will require time in the process to complete and include a summary of work your firm proposes to perform.
- H. Describe your knowledge of, and experiences with, the City, including previous work completed and understanding of current needs and challenges related to quality-of-life issues in the community.
- I. Describe any additional experience, philosophy, approach or awards received that would demonstrate your firm's unique ability to perform the work requested. Specialties and strengths of your firm should be emphasized, along with a statement of why your firm should be selected.
- J. Describe your firm's process, planning methodology, and approach for the project and how the requested scope of services will be accomplished.
- K. Include a statement of the proposed fees and costs associated with your proposal. Included in the costs should be your policy regarding out of pocket and/or indirect costs and expenses. If you propose reimbursement from the City for these items, please itemize the types of expense and basis of billing for

- each. Include the proposed schedule for payment of services and estimate the number of hours anticipated by job classification.
- L. Include a statement that you understand the scope of work and detail any exceptions, qualifications or additions to this RFP.
- M. Include any additional information which you consider pertinent for consideration.

8. EVALUATION PROCESS AND CRITERIA

The City will evaluate the submissions and will select the consultant that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The decision of the City shall be final.

After evaluating the proposals, the City may “short list” the submissions. In addition, the City may request additional information including participation in interviews with representatives of some or all of the applicant(s). After completion of this process, a recommendation for selection will be made to the Governing Body. City staff will then endeavor to negotiate a contract with the successful applicant. In the event a mutually agreeable contract cannot be negotiated, City staff will then enter into contract negotiations with the next highest rated applicant until a mutually agreeable contract can be negotiated, or alternatively, the City may reject all remaining submissions.

The evaluation criteria may include but shall not be limited to:

- A. Firm’s overall ability to meet the City’s objectives
- B. Experience with same or similar projects
- C. Ability of firm to incorporate the requirements of the National Accreditation Standards under CAPRA into the Parks & Recreation Master Plan
- D. Qualifications of key personnel
- E. Demonstrated knowledge of the City’s current needs and challenges
- F. Project timeline for completion
- G. References
- H. Cost of services. Although a significant factor, fees and expenses may not be the dominant factor. Fees and expenses will be a particularly important factor when all other evaluation criteria are relatively equal.

The final selection will be subject to negotiation and cost of services.

9. LEGAL AND CONTRACTUAL MATTERS

a. RIGHTS RESERVED: The City reserves the right to accept or reject any or all proposals, and to waive any technicalities or irregularities in any proposal, and to negotiate any and all terms of any proposal, as well as the terms of a contract with the successful respondent. All respondents agree that rejection shall create no liability on the part of the City because of such rejection, and the filing of any proposal in response to this request constitutes agreement of respondent to these conditions.

b. DISCLAIMER OF LIABILITY: The City or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

c. INDEMNIFICATION/HOLD HARMLESS: Respondent shall, in addition to any other obligation to indemnify the City and to the fullest extent provided by law, indemnify and hold harmless the City and its elected officials, employees and agents from and against any and all claims and damages resulting from any error, omission or negligent acts of the respondent, its agents, employees or representative, in the performance of the respondent's duties under any agreement resulting from award of this proposal. The indemnification obligations hereunder shall not be limited by any limitation on amount or type of damages.

d. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

e. ANTI-DISCRIMINATION CLAUSE: No respondent to this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed. Successful respondent must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Non-Discrimination as provided in K.S.A. 44-1030.

f. INVOICING AND PAYMENTS: The Proposal shall include the terms of any specific payment schedule. Invoices shall be prepared and submitted to the address shown on any purchase orders generated as a result of the award of this proposal. Invoices shall itemize the materials and services for which payment is requested. City agrees to pay invoices within thirty (30) days of approval.

g. CONTRACT PERIOD: It is the intention of the City to enter into a contract for a specified term, not to exceed one year. The start date will be negotiated. The contract to be executed by the parties shall be in substantially the same form as the City's standard Consultant Services Agreement ("Agreement"). A copy of said Agreement is available upon request. The Agreement shall incorporate by reference the Request for Proposal and respondent's successful proposal.

h. OWNERSHIP OF DOCUMENTS: Successful respondent shall work with the City and other consultants to provide information requested in a timely manner and specified form. Any and all documents, records, disks, original drawings or other information shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City.

i. SEVERABILITY: The invalidity, illegality or unenforceability of any provision of this Request for Proposal or subsequent Agreement, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision. The parties also

agree to reform the Request for Proposal, Proposal or subsequent Agreement to replace any stricken provision with a valid provision which is as close as possible to the stricken provision.

10. PROFESSIONAL CERTIFICATIONS

The undersigned hereby certifies that they understand the scope of work, have read the document in its entirety and that the information contained in this submission has been carefully reviewed and is submitted as correct and final. Respondent further certifies and agrees to furnish any or all products/services in accordance with the terms and conditions contained herein. Respondent also agrees that acceptance of any or all services by the City of Lenexa, Kansas, within the time frame indicated in this document constitutes a contract. The undersigned hereby certifies that they have not participated in nor been party to any collusion, or any other unethical agreements with any company, firm or person concerning the information submitted in this Statement of Qualifications.

The individual signing this form certifies that they are a legal agent of the company, authorized to submit a Request for Proposals on behalf of the company, and is legally responsible for the decisions as to the supporting documentation provided.

The following information must be provided in its entirety for your RFP to be considered:

Company Name:
Address of Principal Place of Business:
Phone of Principal Place of Business:
Fax of Principal Place of Business:
E-mail Address of Representative:
Authorized Representative:
Signature Date
Printed Name

Title

11. ANTICIPATED TIMELINE

RFP Responses due	Wednesday October 26 2022, 2 p.m. CDT
Consultant Interviews (if required)	Anticipated week of November 7, 2022
Consultant Selected/Contract Awarded	Week of November 14, 2022
Parks & Recreation Master Plan Acceptance	Late 2023 (City Council Acceptance)

ADMINISTRATOR

Direct all questions regarding this RFP to:

Mandy Danler

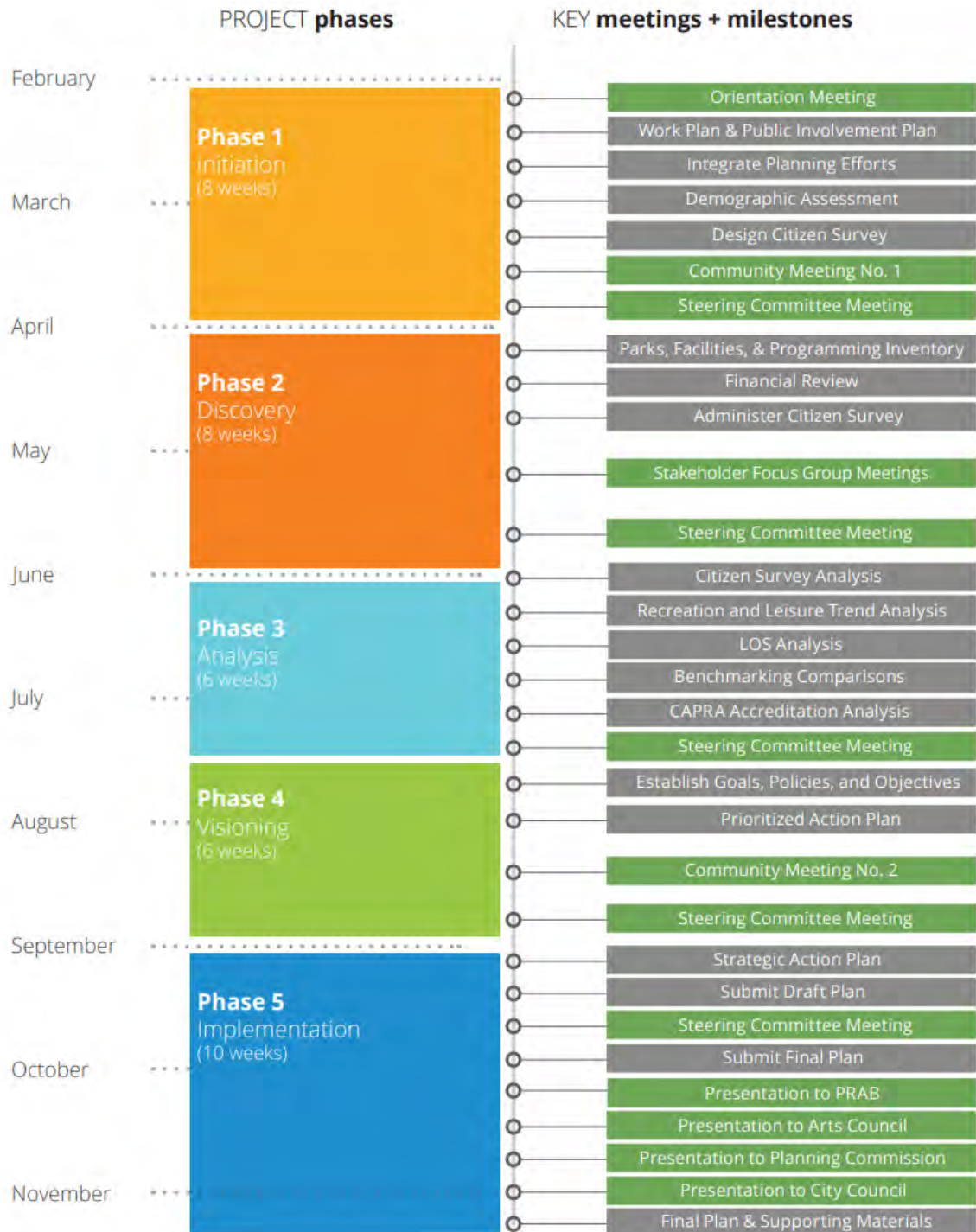
Parks & Recreation Assistant Director
Lenexa Parks and Recreation Department
17201 W 87th St. Parkway
Lenexa, KS 66219

mdanler@lenexa.com
913.477.7120

Exhibit B

PROJECT **timeline**

- Stakeholder/Public Engagement
- Key Deliverables



Proposed Scope and Fee

Parks & Recreation Master Plan - Lenexa, KS

prepared on 12/2/22 by:

Brian- Sr. LA-2

Phase 1 - Initiation		\$25,300
Meeting	Facilitate Orientation Meeting with Steering Committee	\$1,420
Task 1	Develop Detailed Work Plan	\$140
Task 2	Develop Public Involvement Plan	\$4,500
Task 3	Integrate Related Planning Efforts	\$3,720
Task 4	Conduct Demographic Assessment	\$7,040
Task 5	Design Citizen Attitude and Interest Survey	\$4,280
Meeting	Conduct Community Meeting No. 1	\$2,800
Meeting	Facilitate Steering Committee Meeting to Review Summary of Initiation	\$1,400
Phase 2 - Discovery		\$42,960
Task 1	Inventory and Evaluate Existing Park and Trail System	\$12,680
Task 2	Inventory and Evaluate Existing Recreation Facilities	\$8,800
Task 3	Inventory and Evaluate Existing Recreation Programs and Services	\$8,300
Task 4	Conduct Financial Review	\$1,120
Task 5	Conduct Lenexa CIP Review	\$560
Task 6	Administer Citizen Attitude and Interest Survey	\$4,280
Meeting	Conduct Stakeholder Focus Group Meetings (9)	\$5,820
Meeting	Facilitate Steering Committee Meeting to Review Summary of Inventory	\$1,400
Phase 3 - Analysis		\$21,020
Task 1	Analyze Citizen Attitude and Interest Survey Results	\$5,040
Task 2	Conduct Recreation and Leisure Trend Analysis	\$3,800
Task 3	Conduct Partnership and Alternative Recreation Provider Analysis	\$2,560
Task 4	Conduct Benchmarking Comparison	\$2,920
Task 5	Conduct Park and Recreation Level of Service (LOS) Analysis	\$2,760
Task 6	Conduct National Accreditation (CAPRA) Standards Analysis	\$1,140
Meeting	Facilitate Steering Committee Meeting to Review Summary of Analysis	\$2,800
Phase 4 - Visioning		\$19,160
Task 1	Establish Goals, Policies, and Objectives	\$1,380
Task 2	Develop Prioritized Action Plan	\$13,200
Meeting	Conduct Community Meeting No. 2	\$3,180
Meeting	Facilitate Steering Committee Meeting to Review Vision	\$1,400
Phase 5 - Implementation		\$10,920

Proposed Scope and Fee

Task 1	Develop Strategic Action Plan	\$4,380
Task 2	Submit Draft Master Plan	\$2,840
Meeting	Facilitate Steering Committee Meeting to Review Draft Plan	\$1,160
Task 3	Submit Final Master Plan	\$520
Meeting	Conduct Final Presentation to PRAB	\$700
Meeting	Conduct Final Presentation to Arts Council	\$280
Meeting	Conduct Final Presentation to PC	\$280
Meeting	Conduct Final Presentation to CC	\$280
Task 4	Provide Final Hard and Digital Copies	\$480

*Special Provisions or Notes

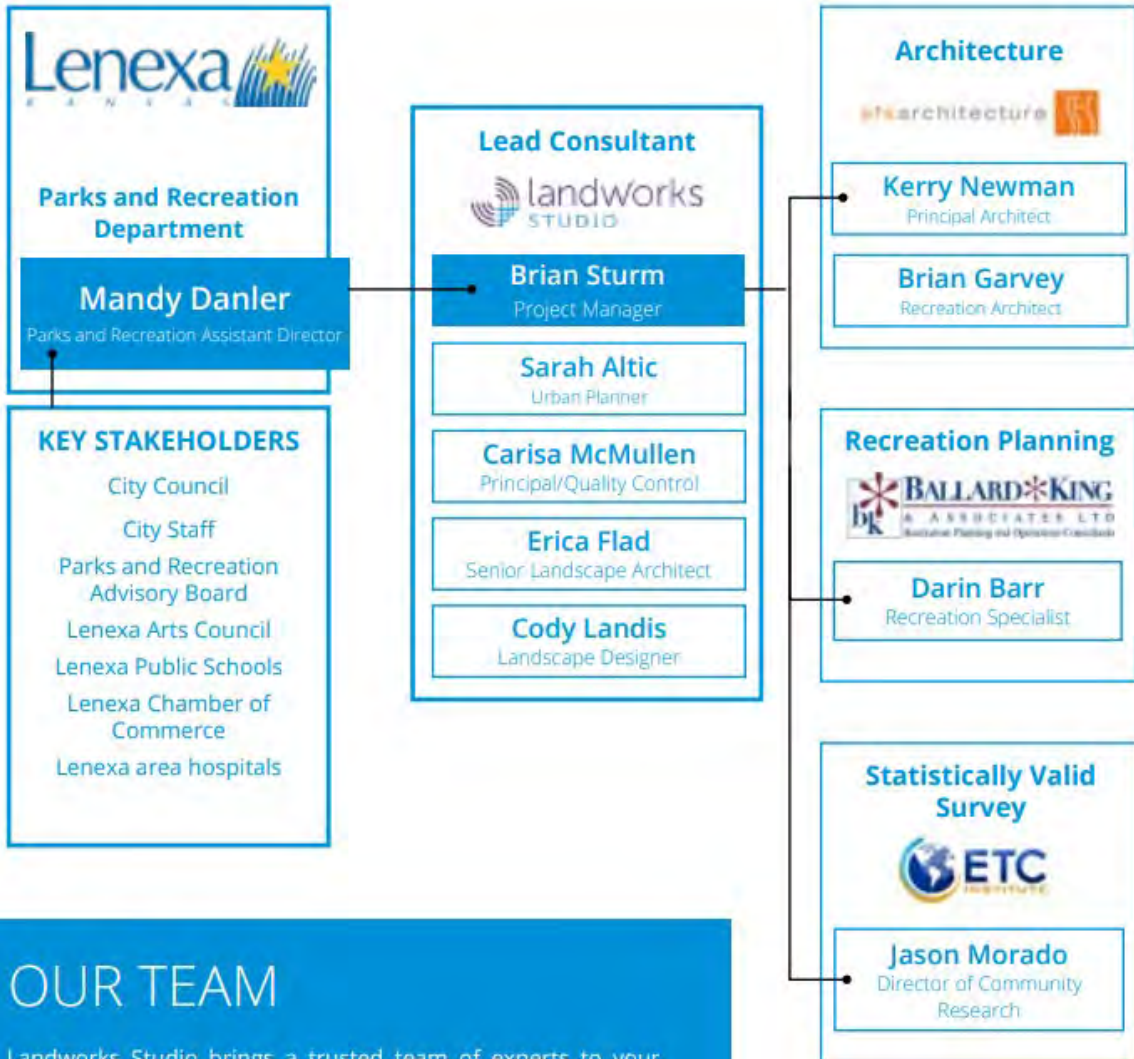
The below "Maximum Invoice Amount" represents the total not-to-exceed fee for all master planning services and reimbursable expenses.

TOTAL SERVICES AND DESIGN FEE TO BILL	\$ 119,360
+ REIMBURSABLE EXPENSES	\$ 4,700

(reimbursable expenses are on a "Not to Exceed" basis and will only be billed as needed)

Maximum Invoice Amount	\$ 124,060
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PROJECT team



OUR TEAM

Landworks Studio brings a trusted team of experts to your project; one that has collaborated frequently in the past few years to provide park and recreation system master plans to multiple cities similar to Lenexa. Landworks Studio will serve as the primary master planning consultant and your direct point of contact. SFS Architecture will assist with the inventory and assessment of parks and facilities, as well as the development of proposed recommendations. Ballard*King and Associates will provide recreational trend projections, operations, and maintenance analysis. ETC Institute will develop, administer, and analyze the results of the statistically valid citizen's survey.



Parks, Recreation and Open Space Comprehensive Master Plan

Consultant Selection and Approval

January 17, 2023

Parks and Recreation Master Plan

- 1) Current plan was completed 12 years ago**
- 2) This effort will give a fresh look at the parks and recreation needs and priorities of our community, determined by our community.**
- 3) The Parks and Recreation Master Plan will provide a rough roadmap for the following:**
 - Facility investments through identifying top priorities
 - Overall guiding vision
 - Suggested implementation plan

2012 Master Plan: Guiding Vision

1) Indoor Recreation/Aquatics/Civic Centers

- ✓ Special Use/Events Center (renovation and expansion of the existing Community Center Campus)
- ✓ New Central Recreation and Aquatics Center
- New Central Civic Center (at City Center site)
- Western Recreation and Aquatics Center

2) Bikeways and Trails

- ✓ 136 miles of interconnected multi-purpose trails and on-road bicycle lanes
- Development of major and minor trailheads
- ✓ Development of trail design and maintenance standards

3) Nature/Interpretive Center and Programs

- Nature/environmental “hub” at Black Hoof Park
- Addition of a small, free-standing classroom building
- Addition of an outdoor, lake-side learning lab

2012 Master Plan: Guiding Vision

4) Outdoor Athletic Facilities

- ✓ Improved youth recreation fields and programs at Freedom Fields
- Practice field expansion and general improvements at Centennial Park, Mill Creek, Buffalo Meadows and Electric Park
- New “destination” athletic facilities (e.g skateparks)

5) Programs, festivals, and special events

- ✓ Establish objectives evaluation criteria and continually assess the life-cycle of all programs
- ✓ Provide new festivals/events (e.g. farmers market)
- ✓ Expand or seek out additional partnerships

6) Ongoing Maintenance

- ✓ Develop automated work order system
- ✓ Develop ADA transition plan
- ✓ Require operations and maintenance estimates for all new capital projects

2023 Master Plan: Goals

- Create a clear set of goals, policy recommendations and objectives for the next 5-10 years that will provide direction to City Council and staff.
- Aid in applying for reaccreditation through National Accreditation Standards (CAPRA)
- Provide direction on development, re-development and enhancement of the City's following systems:
 - parks system, open spaces, park amenities
 - future park and trail locations and types
 - recreation facilities, recreation programs and services
 - facility construction and management
 - general capital improvements
 - Comprehensive inventory and an analysis of forecasted needs and implementation strategies

2023 Master Plan: Goals

- Incorporate any park and trail recommendations deriving from the City Comprehensive Plan.
- Use the five principals from the Vision 2040 as a guide when setting goals and objectives.



HEALTHY PEOPLE

Our vision for Lenexa is to be a community where people, throughout their lifespans, are safe, physically active and improve their mental and physical health by spending time outdoors and with each other.



INVITING PLACES

Our vision for Lenexa is to be a community full of places with beauty, social offerings and openness that draw people to them.



VIBRANT NEIGHBORHOODS

Our vision for Lenexa is to have vibrant neighborhoods that offer a variety of housing types, sizes and prices with opportunities for shopping and support services nearby, as well as convenient public facilities such as quality roads, pedestrian connections, parks and schools.



INTEGRATED INFRASTRUCTURE & TRANSPORTATION

Our vision for Lenexa is seamless transportation and connected infrastructure systems managed to enhance quality and performance while reducing resource consumption, waste and overall costs.



THRIVING ECONOMY

Our vision for Lenexa is to be a place thriving with economic activity, a variety of business types and innovative people that create jobs and sustainable businesses.

2023 Master Plan: Steering Committee

Following Committee Members

- Joe Karlin *City Council Ward One*
- Chris Poss *Planning Commission Advisory Board Chair*
- Dale Trott *Arts Council Advisory Board Chair*
- Jeff Mark *Parks and Recreation Advisory Board Chair*
- Denise Rendina *Communications*
- Stephanie Kisler *Community Development*
- Logan Wagler *Parks and Recreation*
- Mandy Danler *Parks and Recreation*
- Danny Huntsinger *Parks and Recreation*
- Marisa Shartzter *Parks and Recreation*

Selection Process

RFQ

- Released: October 4, 2022
- Responses Due: October 26, 2022

Short Listed Firm Interviews

- Three firms
- Held Nov 15th
- Selection Committee: Communications, Community Development and Parks and Recreation

Committee Decision

- Landworks Studio and supporting team

Landworks Studio

About Landworks Studio

- Professional Consulting firm comprised of landscape architects, planners and graphic designers.
- Located in Olathe, Kansas and established in 2000

Team

- Landworks Studio
- SFS Architecture
- Ballard King
- ETC

Team Experience

- Joplin Parks and Recreation Road Map (Landworks Studio, Ballard King, SFS Architecture, ETC \$130,000 2021)
- Andover Parks and Recreation Playbook 2030 (Landworks Studio, Ballard King, ETC \$90,000 2021)
- Lansing Kansas (Landworks Studio \$100,000 2020)



Landworks Studio: Fee

Phase 1 – Initiation	\$25,300
Phase 2 – Discovery	\$42,960
Phase 3 – Analysis	\$21,020
Phase 4 – Visioning	\$19,160
Phase 5 – Implementation	\$10,920
Reimbursable Expenses	\$4,700
Reserve	\$5,940
<i>Total:</i>	<i>\$130,000</i>

Scope of Services – Phase 1

Meetings

- Orientation meeting with Steering Committee
- Community Meeting No. 1
- Steering Committee Review

Tasks

- Developed Detailed Work Plan
- Develop Public Involvement Plan
- Integrate Related Planning Efforts
- Conduct Demographic Assessment
- Design Citizen Attitude & Interest Survey



Scope of Services – Phase 2

Meetings

- Stakeholder Focus Group Meetings (9)
- Steering Committee Review

Tasks

- Inventory Existing Trails and Park
- Inventory Existing Rec Facilities
- Inventory Existing Programs
- Conduct Financial Review
- Conduct Lenexa CIP Review
- Administer Citizen Attitude & Interest Survey



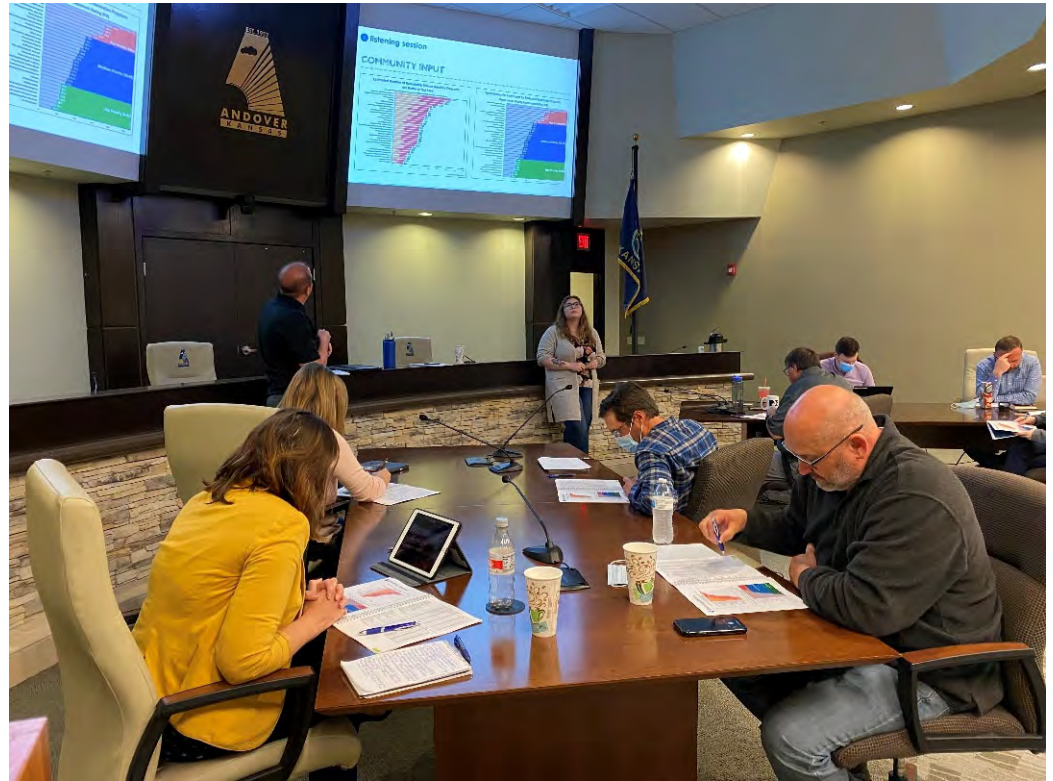
Scope of Services – Phase 3

Meetings

- Steering Committee Review

Tasks

- Analyze Citizen Attitude & Interest Survey
- Conduct Rec and Leisure Trend Analysis
- Conduct Partnership Analysis
- Conduct Benchmarking Comparison
- Conduct Park LOS Analysis
- Conduct CAPRA Standards Analysis



Scope of Services – Phase 4

Meetings

- Community Meeting No. 2
- Steering Committee Review

Tasks

- Establish Goals, Policies, and Objectives
- Develop Prioritized Action Plan



Scope of Services – Phase 5

Meetings

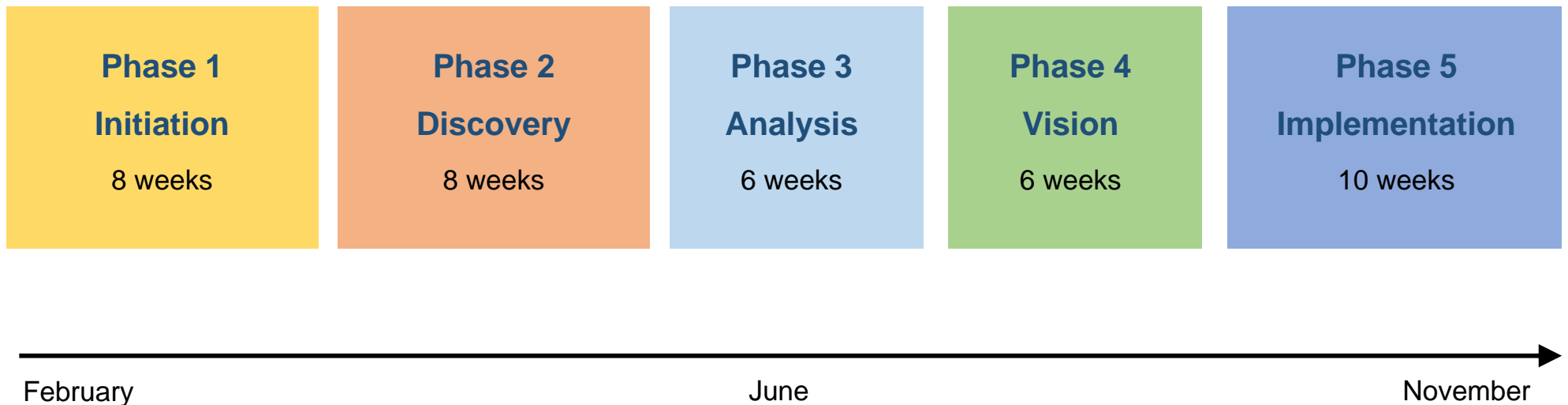
- Steering Committee Review
- Presentation to the PRAB
- Presentation to the Arts Council
- Presentation to the City Council

Tasks

- Develop Strategic Action Plan
- Submit Draft Master Plan
- Submit Final Master Plan
- Provide Final Hard and Digital Copies



Schedule



Next Steps

Staff recommending and seeking approval for:

- a. Approve resolution further amending the City's 2022-2026 Capital Improvement Program to adjust the budget for the Parks, Recreation and Open Space Comprehensive Plan Project .
- b. Award the bid for the consultant of Parks, Recreation and Open Space Comprehensive Plan Project to Landworks Studio LLC.