



Agenda

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

**FEBRUARY 7, 2023
7:00 PM
COMMUNITY FORUM**

CALL TO ORDER Pledge of Allegiance

ROLL CALL

APPROVE MINUTES

January 17, 2023 City Council meeting draft minutes
(located in the Appendix)

**MODIFICATION OF
AGENDA**

PROCLAMATIONS

National Engineers Week Feb. 19-25

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 Little Mill Creek Trail Tunnel Project for maintenance

This project constructed a grade-separated tunnel crossing under 87th Street Parkway, connecting trails on the north side of 87th Street Parkway to Sar-Ko Par Trails Park and Indian Trails Aquatic Center on the south side. The total cost of construction was \$2,730,040.

2. Approval of a final plan for City Center Lenexa Area A Restaurant Row, Buildings 1 and 4

This final plan is for the development of two restaurant/retail buildings on a 4.51-acre site in Lenexa City Center. PL23-02F

3. Consideration of a preliminary and final plat and acceptance of right-of-way and drainage, utility, and landscape easements for Belmont Estates

- a. Approval of a preliminary plat for a two-lot replat at 8110 Belmont Drive
- b. Acceptance of right-of-way and easements for the final plat for Belmont Estates, Second plat

This is a preliminary and final plat to replat six existing lots into two lots for the development of two single-family residences and a cul-de-sac at the north end of Belmont Drive. PT23-01PR and PT23-02F

4. Resolution approving and authorizing the Mayor to execute an agreement with Conrad Fire Equipment, Inc. for the purchase of a fire truck

This purchase agreement is for a 2025 Pierce Impel PUC Pumper fire truck. The contract amount is \$1,033,996.

5. Resolution authorizing the Mayor to execute an agreement with Environmental Systems Research, Inc. (ESRI) for geographic information system (GIS) software

This is a new agreement with ESRI to renew the City's current GIS software license, which establishes a fixed price of \$60,500 per year for a three-year term at a total cost of \$181,500.

6. Resolution authorizing the Mayor to execute an engineering consultant agreement with Braun Intertech Corporation to provide sampling and testing services of construction materials

Braun Intertec Corporation has been selected to be the City's third-party firm to perform quality assurance testing during construction of Capital Improvement Program projects and Public Improvement projects. The total contract cost is not-to-exceed \$155,000.

7. Resolution authorizing the Mayor to execute a development agreement with Prairie Star Partners, LLC related to the 99th Street & Clare Road Project (Wheatley Point West)

Prairie Star Partners, LLC is the owner of property located at the northwest corner of future 99th Street & Clare Road. This development agreement sets forth the terms and conditions regarding certain easements, sanitary sewer main extension, and stormwater facilities. The total budget is \$7,765,000.

8. Resolution authorizing the Mayor to execute an engineering agreement with Lamp Rynearson for design services for the 113th Street East of Renner Boulevard Storm Drainage Improvements Project

Two pipe systems on 113th Street, east of Renner Boulevard in the Southlake Business Park are in need of replacement or rehabilitation. This project was selected by Johnson County for partial funding under the Stormwater Infrastructure Rehabilitation Program, receiving \$740,525. The design services contract is for \$156,762.29. The construction project is estimated at \$1,508,650.

9. Resolution authorizing the Mayor to execute an agreement with Multistudio for architectural and engineering services for the Lenexa Old Town Activity Center Renovations Project

City staff recommends awarding Multistudio the design and architectural services contract for the Lenexa Old Town Activity Center Renovations Project for a fixed fee of \$1,140,720.

END OF CONSENT AGENDA

BOARD RECOMMENDATIONS

10. Consideration of a rezoning and companion preliminary plat (plan) for Stone Ridge North, located north of 83rd Street & Cedar Niles Road
 - a. Ordinance rezoning property from AG, Agricultural, RP-1, Planned Residential Single-Family (Low-Density), NP-O, Planned Neighborhood Office, and CP-1, Planned Community Commercial districts to RP-1, Planned Residential Single-Family (Low-Density) and RP-2, Planned Residential (Intermediate Density) district
 - b. Approval of a companion preliminary plat (plan) for Stone Ridge North

The applicant is requesting approval to rezone 168 acres, located north of 83rd Street & Cedar Niles Road, and approval of a companion preliminary plat (plan) to develop a subdivision with 381 single-family lots and 53 two-family lots.

11. Consideration of rezoning and a companion concept plan for Cedar Canyon West, located at the northeast corner of Canyon Creek Boulevard & K-10 Highway
 - a. Ordinance rezoning property from AG, Agricultural and CP-2, Planned Community Commercial, Zoning Districts to CP-2, Planned Community Commercial; RP-2, Planned Residential (Intermediate-Density); RP-4,

Planned Residential (High-Density); CP-O, Planned General Office; and BP-2, Planned Manufacturing Zoning Districts

- b. Approval of a companion concept plan for Cedar Canyon West

The applicant is requesting approval to rezone 112 acres north of Canyon Creek Boulevard & K-10 Highway, and approval of a companion concept plan to develop two-family residential, multi-family residential, commercial, office, and business park uses in seven sub-area projects.

NEW BUSINESS

12. Resolution approving Amendment No. 1 to the construction contract with McCown Gordon Construction for the Indian Trails Aquatic Center Improvements Project, the Sar-Ko-Par Trails Park Parking and Pedestrian Improvements Project, and the parking portion of the Skatepark Project

McCown Gordon Construction, Construction Manager for the Indian Trails Aquatic Center Project, and the project team have coordinated planning, design, and budget to determine a guaranteed maximum price for construction of these park projects, a total cost of \$15,383,143.

13. Resolution renaming the skatepark at Sar-Ko-Par Trails Park as Rolling Magic

During the project engagement process, the idea of naming the reconstructed skatepark to pay homage to Lenexa's original 1970's skatepark, Rolling Magic, was considered. At its January meeting, the Parks and Recreation Advisory Board unanimously approved a motion to recommend the new name – Rolling Magic.

COUNCILMEMBER REPORTS

STAFF REPORTS

14. Public Market Annual Update

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

15. January 17, 2023 City Council meeting draft minutes
16. National Engineers Week Proclamation
17. Item 4 -- Conrad Fire Equipment Agreement
18. Item 5 -- ESRI Agreement
19. Item 7 -- Wheatley Point West Development Agreement
20. Item 12 -- McCown Gordon Construction Amendment
21. Item 12 -- Sar-Ko-Par Trails Aquatic Center Final Design Update and GMP Presentation
22. Item 13 -- Lenexa Skatepark Presentation
23. Item 14 -- Public Market Annual Update 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 Little Mill Creek Trail Tunnel Project for maintenance
CONTACT: Tim Green, Deputy Community Development Director
DATE: February 7, 2023

ACTION NEEDED:

Accept the Little Mill Creek Trail Tunnel Project for maintenance.

PROJECT BACKGROUND/DESCRIPTION:

The Little Mill Creek Trail Tunnel Project provided a grade-separated tunnel crossing under 87th Street Parkway, connecting trails on the north side of 87th Street Parkway to Sar-Ko Par Trails Park and Indian Trails Aquatic Center on the south. The contractor was Pyramid Contractors, Inc.

Staff performed a final inspection on January 6, 2023 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 February 7, 2023 and will expire on February 7, 2025.

Total trail length	1,375 linear feet
Total pipe length	567 linear feet

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This Capital Improvement Program (CIP) Project (Project No. 60116) was funded by the following:

KDOT Cost Share Program	\$1,075,000
Capital Improvement Fund & Stormwater Fund	\$1,655,040
TOTAL	\$2,730,040

STAFF RECOMMENDATION:

Acceptance for maintenance.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

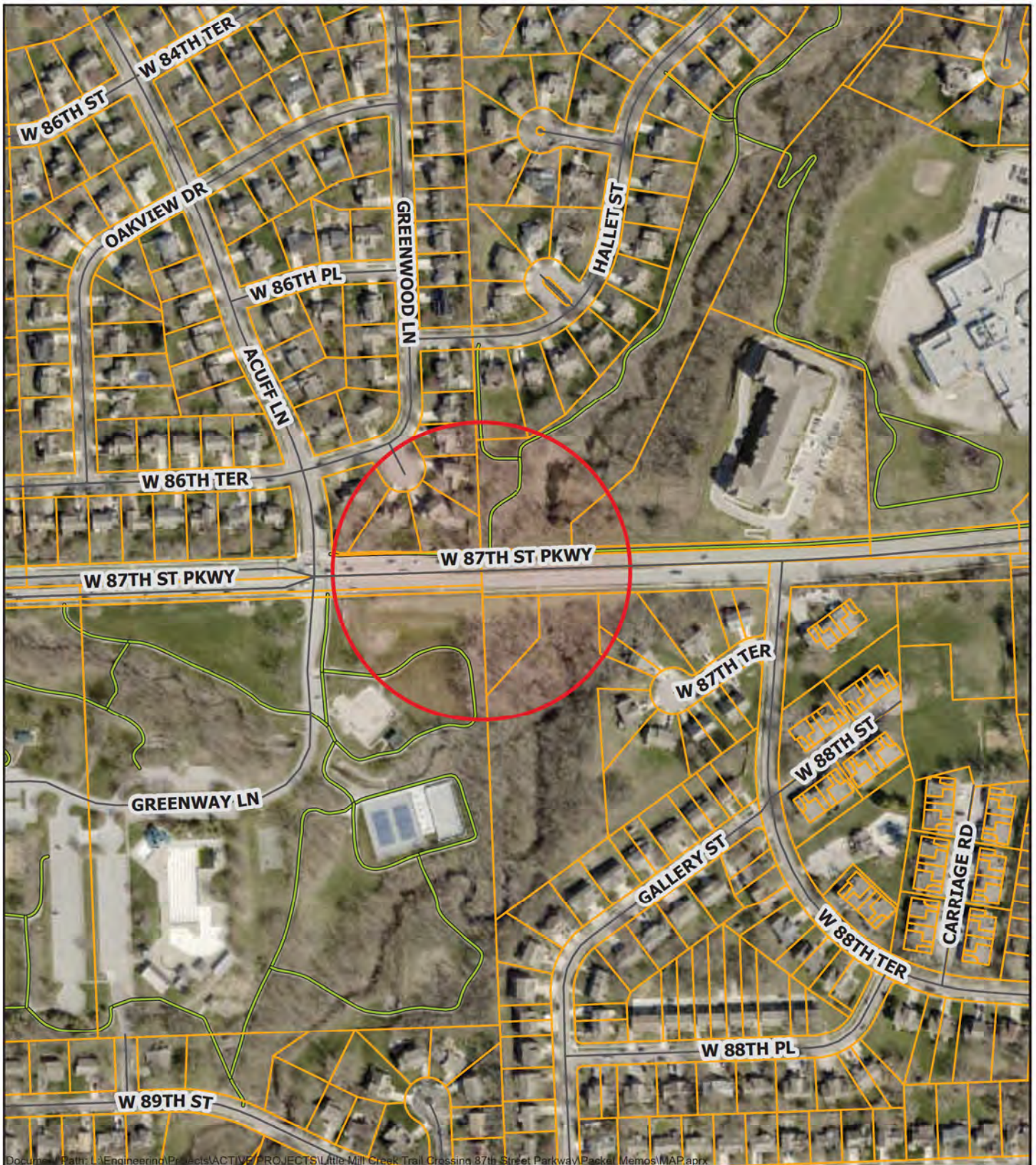
Integrated Infrastructure & Transportation
Healthy People

Guiding Principles

Strategic Community Investment

ATTACHMENTS

1. Map



Document Path: L:\Engineering\Projects\ACTIVE PROJECTS\Little Mill Creek Trail Crossing 87th Street Parkway\Packet Memos\MAP.aprx

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

LITTLE MILL CREEK TRAIL CROSSING



0 150 300 600 Feet



**CITY COUNCIL
MEMORANDUM**

ITEM 2

SUBJECT: Approval of a final plan for City Center Lenexa Area A Restaurant Row, Buildings 1 and 4
CONTACT: Stephanie Kisler, Planning & Development Administrator
DATE: February 7, 2023

ACTION NEEDED:

Approve a final plan for City Center Lenexa Area A Restaurant Row, Buildings 1 and 4.

**APPLICANT & DESIGN
PROFESSIONAL:**

Henry Klover, Klover Architects

PROPOSED USE:

Mixed-use development (to include restaurant, office, and retail uses)

PROPERTY LOCATION:

Southwest corner of 87th Street Parkway & Renner Boulevard

PROJECT BACKGROUND/DESCRIPTION:

The applicant proposes to construct a mixed-use development at the southwest corner of 87th Street Parkway & Renner Boulevard. This is the first phase of the five-building Restaurant Row development in Area A of City Center. This application is for two buildings, located on the northwest and southeast corners of the site, and the first phase of the parking area. The development will include retail and/or restaurant tenants.

The first phase of the development includes Building A1, which is 9,191 square feet, and Building A4, which is 8,534 square feet, as well as the construction of a 192-stall surface parking area and the infrastructure to support a future parking deck above a portion of the surface lot. A two-level parking structure is required to be constructed as part of the next phase of the development with Building A2, A3, and/or A5. The proposed final plan is consistent with the approved preliminary plan (PL22-04PR), which was approved by the Governing Body on December 6, 2022.

STAFF RECOMMENDATION:

Approval of the final plan.

PLANNING COMMISSION ACTION:

This item was considered at the January 9, 2023 Planning Commission meeting. This item was on the consent agenda and no further discussion occurred.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items one through seven. Moved by Commissioner Leib, seconded by Commissioner Burson, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

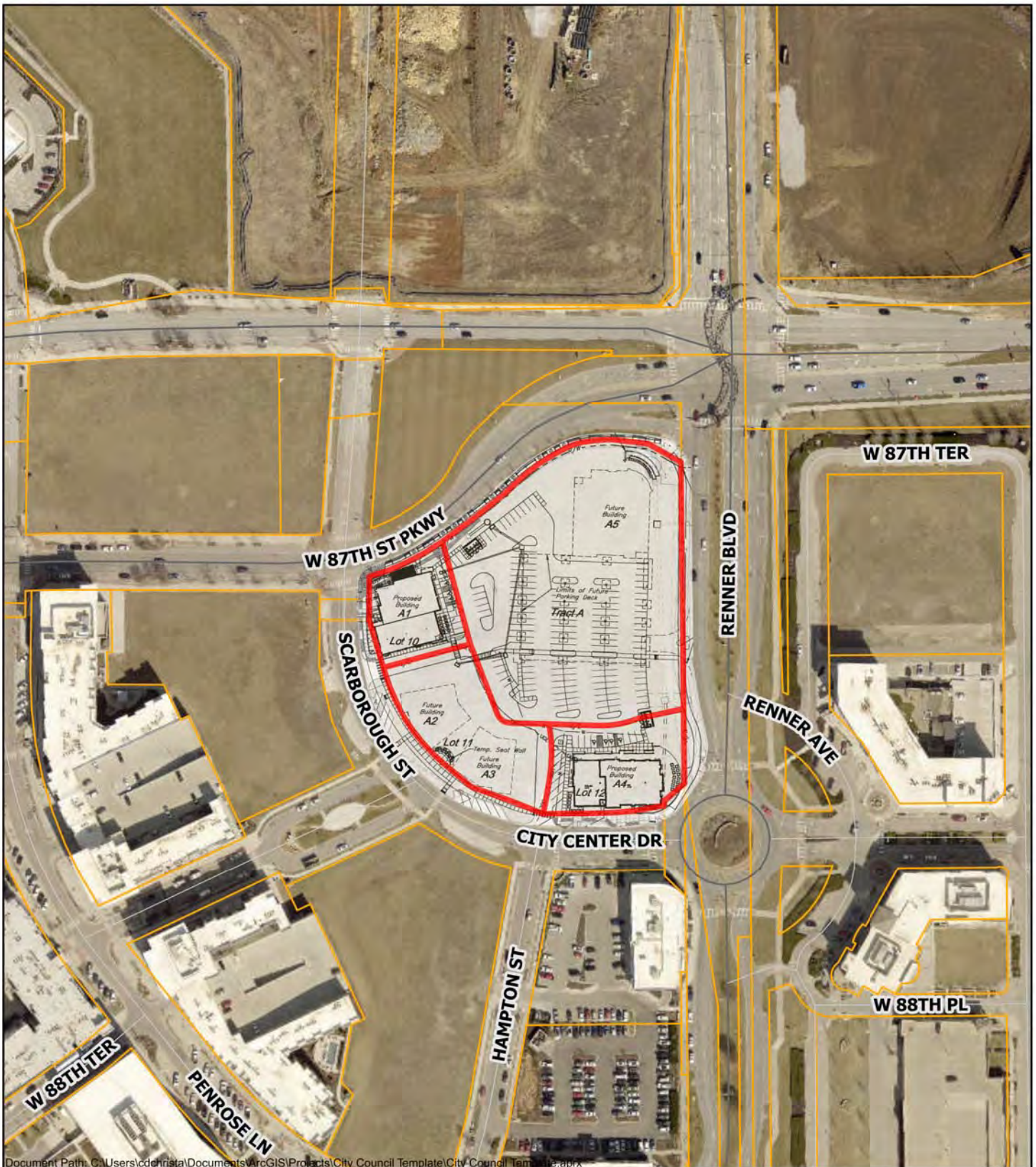
Thriving Economy

Guiding Principles

Responsible Economic Development

ATTACHMENTS

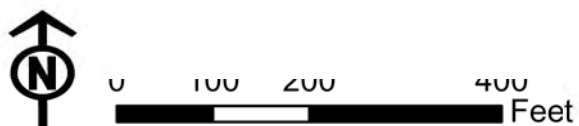
1. Map
2. PC Staff Report and Exhibits
3. PC Draft Minutes Excerpt



Document Path: C:\Users\cdhrista\Documents\ArcGIS\Projects\City Council Template\City Council Template.aprx

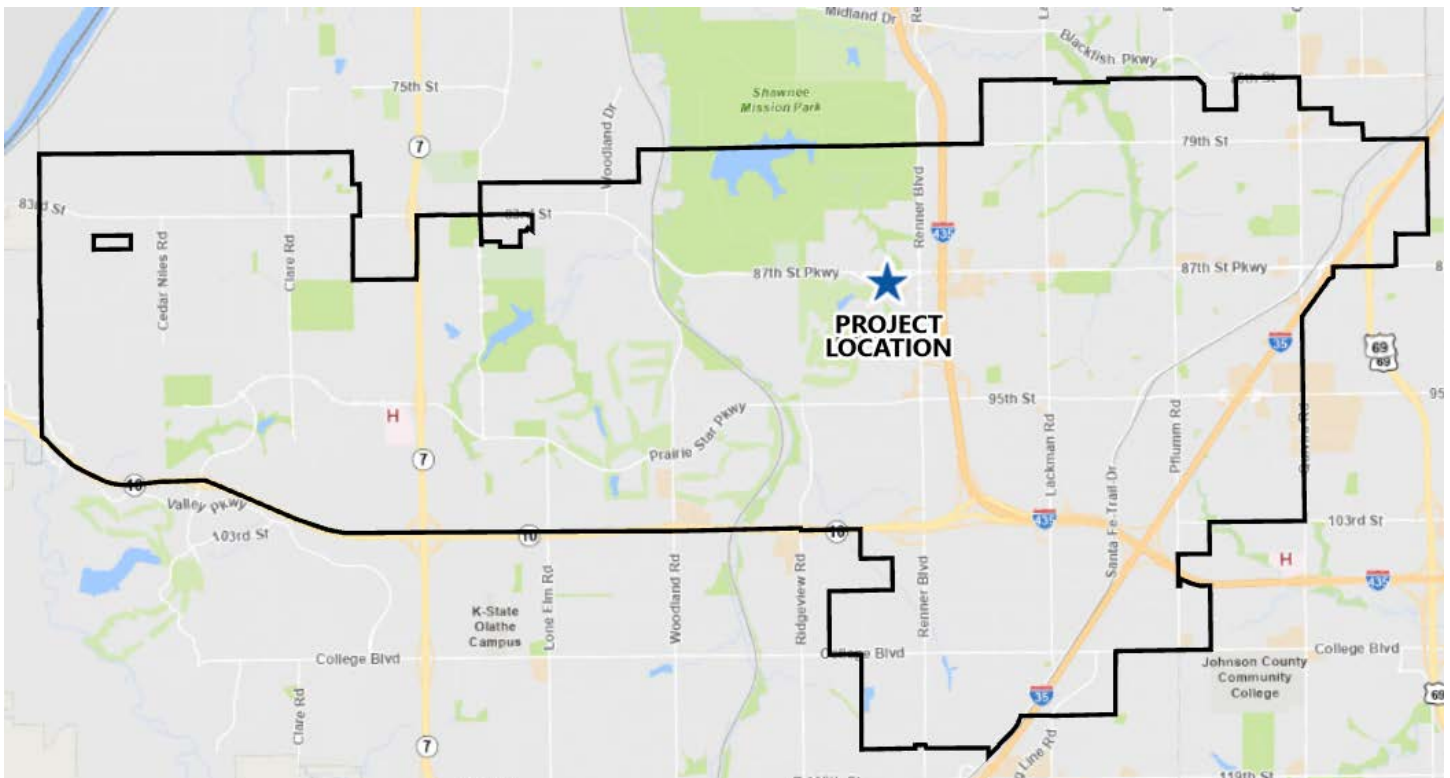
Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

City Center Lenexa Area A Restaurant Row - A1 & A4 PL23-02F



AREA A RESTAURANT ROW – A1 & A4

Project #:	PL23-02F	Location:	Southwest corner of 87 th Street Parkway and Renner Boulevard
Applicant:	Henry Klover	Project Type:	Final Plan
Staff Planner:	Christa McGaha, AICP	Proposed Use:	Mixed-use development (to include restaurant, office, and retail uses)



PROJECT SUMMARY

The applicant proposes to construct a mixed-use development at the southwest corner of 87th Street Parkway and Renner Boulevard. This is the first phase of the five building Restaurant Row development in Area A of City Center. This application is for two buildings, A1 and A4, located on the northwest and southeast corners of the site and first phase of the parking area. The development will include retail and restaurant tenants. Building A1 is 9,191 square feet and A4 is 8,534 square feet. The development includes construction of a 192-stall surface parking area. A two-level parking structure is required to be constructed as part of the next phase of the development. The applicant requests approval of a final plan for buildings A1 and A4 of Restaurant Row. The proposed final plan is consistent with the approved preliminary plan (PL22-04PR), which was approved by the Governing Body on December 6, 2022. This project does not require a Public Hearing.

STAFF RECOMMENDATION: APPROVAL

SITE INFORMATION

The final plan is for the block in City Center bordered by 87th Street Parkway on the north, Renner Boulevard on the east, Scarborough Street on the west, and City Center Drive on the south. The block is part of City Center and is referred to as Area A, and more specifically as Restaurant Row. This block has been the subject of previous plans from the inception of City Center. The various plans have been modified over the past several years with the consistent expectation of the block containing multiple restaurant tenants. Most recently, a revised preliminary plan (PL22-04PR) was approved by the Governing Body on December 6, 2022 with the condition that Buildings A1 and A4 are permitted to be constructed and occupied as part of Phase 1 with surface parking. Buildings A2, A3, and A5 shall not receive final plan approval except in conjunction with final planning and construction of the parking structure.

The street pattern for the block was established early in the development of City Center creating the triangular block shape with the long sweeping curve of Scarborough Street and City Center Drive.

LAND AREA (AC)	BUILDING AREA (SF)	CURRENT ZONING	COMP. PLAN
4.512	A1: 9,191 A4: 8,534	CC	City Center Core

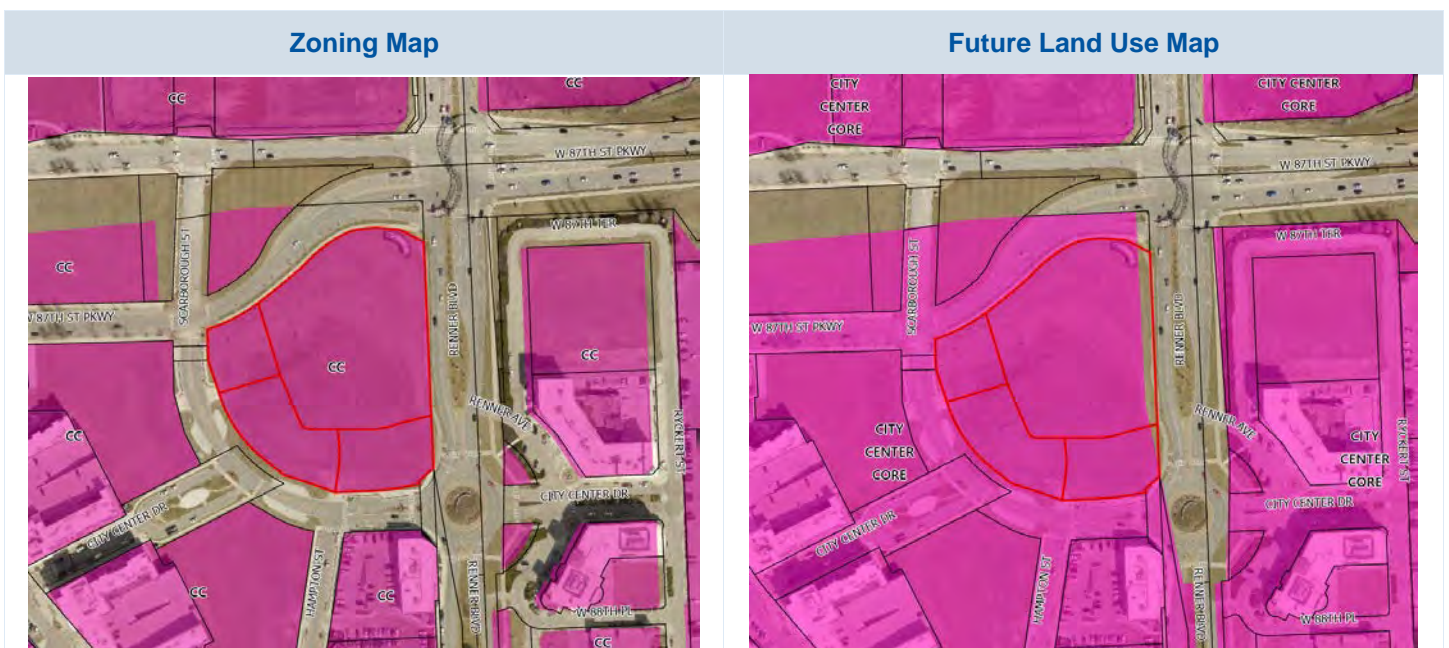


Exhibit 1: Aerial Image of Subject Site



Exhibit 2: Georeferenced Site Plan

LAND USE REVIEW



The proposed first phase will have two buildings (A1 and A4) totaling 17,903 square feet and 229 parking stalls. The first phase will include 192 spaces in the surface parking lot, 24 street parking spaces along Scarborough Street, and 13 spaces on City Center Drive. The proposed land uses are restaurant and retail.

The proposed uses are compatible in context of the existing land uses and the overall plan for the City Center area. Nearby land uses include mixed-uses such as the Lofts at City Center to the east and Martin City Brewing Company to the south of the subject site.

FINAL PLAN REVIEW

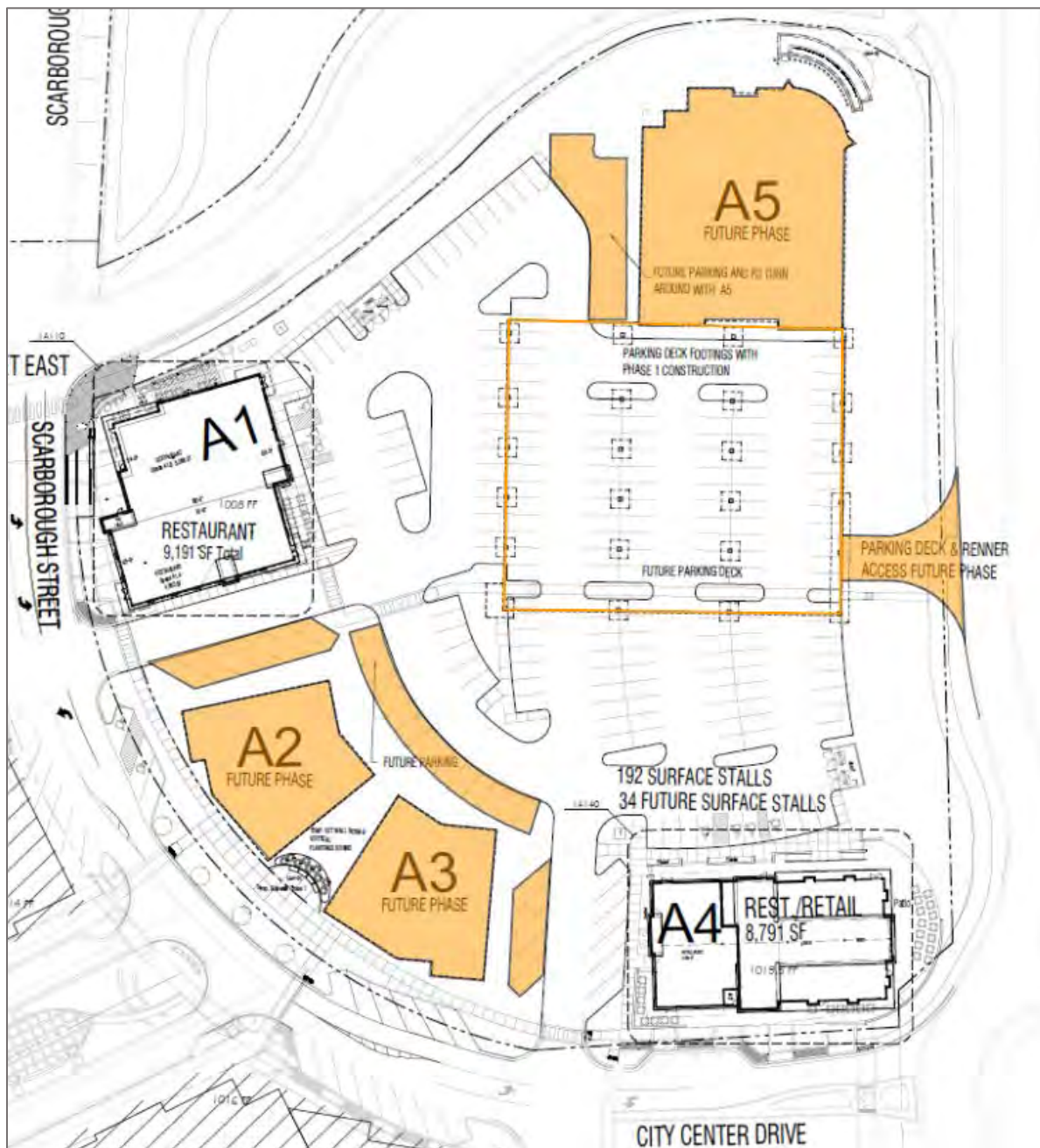


Exhibit 3: Phase 1 and Future Phases (Shown in Orange)

The proposed final plan is for Lots 10 and 12 within Area A, which consists of two restaurant/retail buildings (known as Buildings A1 and A4) at the east and west corners of Scarborough Street/City Center Drive.

The Revised Preliminary Plan (PL22-04PR) included five buildings labeled A1, A2, A3, A4, and A5. This labeling convention has been used for City Center since the initial plans were developed. Buildings A1 through A4 are intended to be restaurants (on the ground floor), while Building A5 and the upper floors of Buildings A2 and A3 are intended to be office or retail uses.

Phase 1 (current application) includes Buildings A1 and A4 and a surface parking area. The parking lot plans include structural piers with this phase to prepare for the construction of the raised level of the parking deck. Installing the structural piers as part of Phase 1 will result in minimal disruption in the future phase when the parking deck is constructed. The two-level parking deck with 105 spaces and 34 additional surface parking spaces will be constructed as part of the next phase (Phase 2) of the development for a total of 368 parking spaces for the development at full buildout.

PUBLIC IMPROVEMENTS

- There will be the complete amenity package within the site, including decorative pavers and modular planters along the streets.
- A sidewalk connection along the street outside of the developed project area will be installed with Phase 1. This includes:
 - A pedestrian seat wall area will along Scarborough Street between future building A2 and A3.
 - Installation of sidewalk and streetlights along Scarborough Street.

The area between the buildings and the street is referred to the pedestrian amenity zone. City Center has a distinctive pattern using rectangular modular blocks of contrasting brick pavers, patterned concrete, and landscape planters. Additional enhancements such as a special score pattern, grade changes using stairs and walls, and bringing seating patios into the pedestrian amenity zones are encouraged to create unique features and special spaces. The proposed streetscape along Scarborough Street and City Center Drive implements these elements in front of the restaurant tenant spaces.



Exhibit 4: Decorative Pavers and Modular Planter Pattern along Streets in City Center

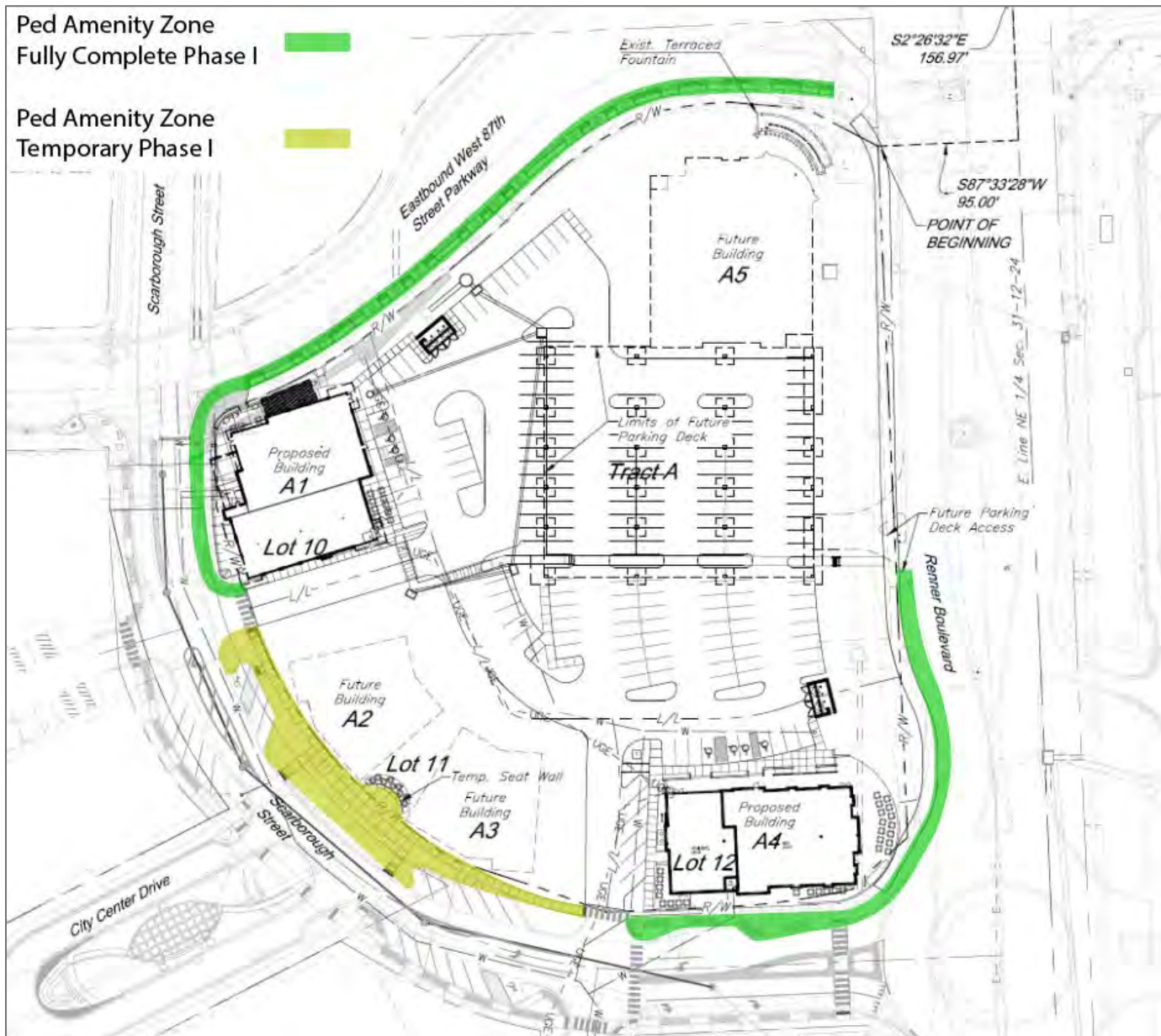


Exhibit 5: Pedestrian Amenity Areas to be Completed with Phase 1 (Current Phase)

Building A1 and 87th Street Amenity Zone – To be fully completed with Phase 1. This zone incorporates a patio with seating along the north side of the building and large patio space leading out to the pedestrian amenity zone. This space will include grade changes from the street level to the patio level. The sidewalk continues around all sides of the building to connect to a second patio space for another restaurant tenant at the building's southeast corner. The sidewalk along 87th Street Parkway is required to be updated to include the same geometric pavement pattern used in the other pedestrian amenity zones throughout the majority of City Center.

Building A4 and South Renner Boulevard Amenity Zone – To be fully completed with Phase 1. This zone incorporates seating patio spaces on the east, south and west sides of the buildings. This space will also use low walls to enclose the patio spaces and allow for grade changes from the street to the building. All seating patios are designed to integrate the space where customers of the restaurants are visible from the pedestrian amenity zones. This type of activity helps create an active presence along the street. The permanent sidewalk along Renner Boulevard is a 10-foot-wide concrete path; the sidewalk along the east side of the site is currently

a temporary asphalt surface. The wide sidewalk is considered a link in the City's Park Trail system. The developer will be required to reconstruct the sidewalk to the City standard 10-foot-wide concrete path north from Building A4's amenity area along Renner to the location of the future parking deck entrance.

Buildings A2 & A3 and Scarborough Street/City Center Drive Amenity Zone – To be completed to a temporary condition with Phase 1. A temporary sidewalk connection with semi-circular plaza area will be constructed along Scarborough Street with Phase 1 in front of future buildings A2 and A3. This amenity area is to be built out to ultimate permanent standards during the future phase when the buildings are constructed. Ultimate buildout of this amenity area will be an extension of the covered outdoor space between buildings A1 and A4 built with Phase 1.

Building A5 and North Renner Boulevard Amenity Zone – To be completed with Phase 2. Building A5, the two-story office building at the northeast corner of the block, will have a patio space to connect to the sidewalk along 87th Street Parkway. The patio space will also incorporate a grade change and will have a stair section that allows for the grade transition from the building to the street. This pedestrian area and patio space will be further developed with the final plan for the building.

TRAFFIC, ACCESS, AND PARKING

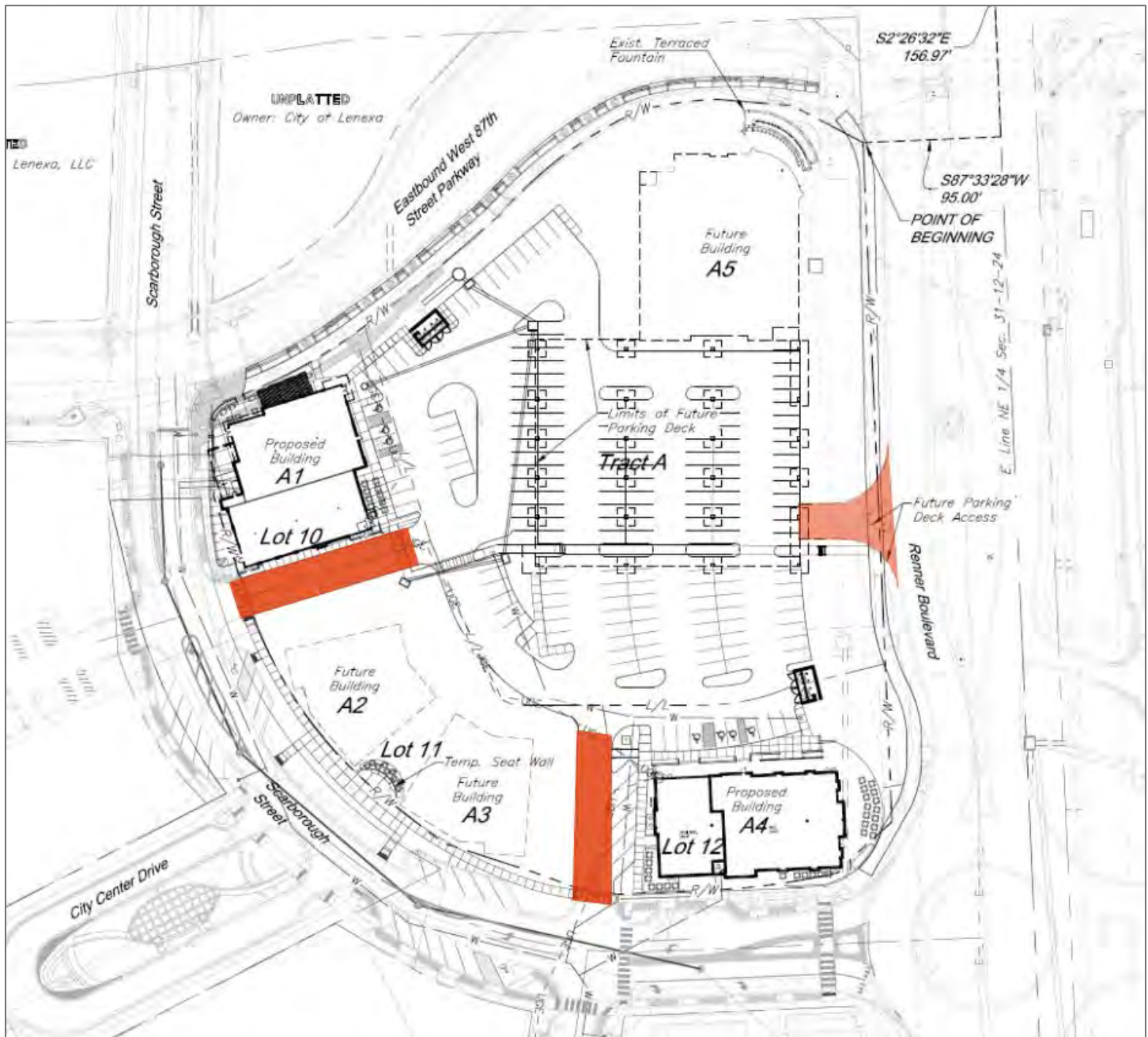


Exhibit 6: Access Points

- West 87th Street Parkway and Renner Boulevard are classified as Major Arterial roads.
- Scarborough Street and City Center Drive are classified as a Local Road.
- There are two access points into the site from Scarborough Street/City Center Drive right-of-way, which will be constructed with Phase 1.
- The top level of the future parking deck will only have access from Renner Boulevard (Phase 2) and includes a required right turn lane (not shown, also Phase 2).

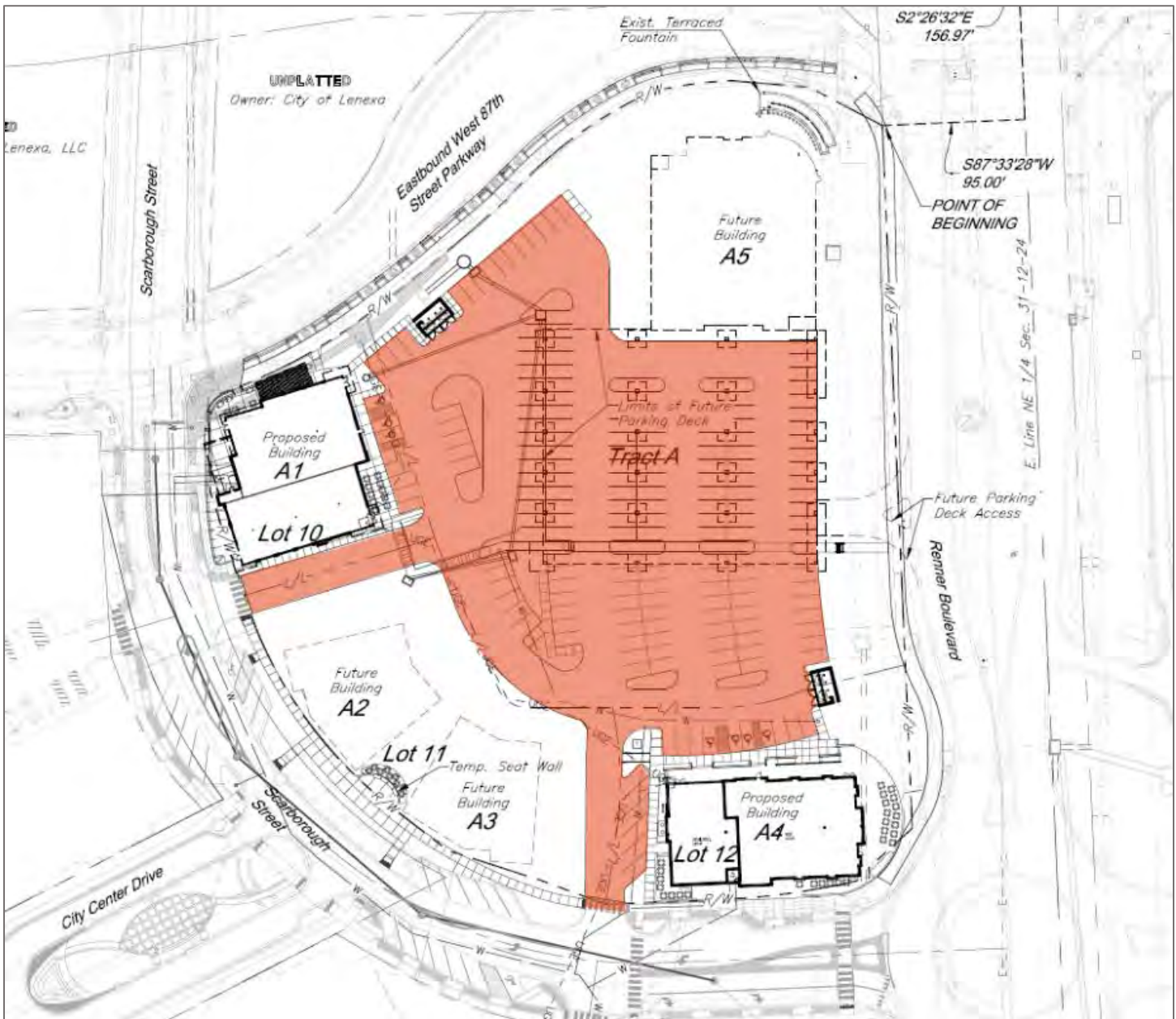


Exhibit 7: Phase 1 Proposed Parking Area

The first phase will include 192 spaces in the surface parking lot, 24 street parking spaces along Scarborough Street, and 13 spaces on City Center Drive.

It is the expectation that users will share parking and that visitors and customers will park in parking lots and structures nearby then walk among the different areas in City Center. The block does not provide for the number of parking stalls as typical requirement based on the square footage of the restaurant and office uses. The City Center Guidelines allow for the applicant to provide a plan that reflects the anticipated demand for parking and for the Planning Commission and Governing Body to approve of the proposed number of parking stalls. It is Staff's opinion that the proposed number of parking stalls are sufficient based on the complementary uses of office for daytime visitors and restaurants for evening visitors. The applicant provided a parking model of office and retail uses and noted the demand for parking being different based on peak operation times. If additional

parking is needed for the uses, City Center is designed so that alternate parking areas are nearby and visitors may park off-site and walk to the destination.

STORMWATER

This project does not require stormwater improvements. Stormwater has been accounted for within the entirety of the City Center development.

FIRE PREVENTION

The Fire Department reviewed the plans based on the current adopted fire codes and local amendments. All general planning review comments have been acknowledged or satisfied and there are no outstanding Fire Department planning review items that need to be addressed for this project to move forward. A more detailed fire code review will be conducted based on the adopted codes at the time of the building permit documentation submittal.

LIGHTING

Proposed lighting includes internal parking lot lighting in the parking lot area as well as public street lighting along Scarborough Street/City Center Drive. The photometric plan is in compliance with the performance standards of [Section 4-1-C-4-I](#) of the Unified Development Code (UDC).

LANDSCAPING

The landscape plan will be installed with Phase 1 of this development. The plans include landscaping within the pedestrian amenity zone in the geometric shaped planters along the curbs and sidewalk. Planters will be designed in the spaces next to the building that provide grade changes and include ramps and stair sections. The building tenants will also use potted plants in the outdoor seating patio and plaza spaces.

The portion of the site that has surface parking out to the edge of the block will incorporate berms, and potentially low retaining walls, to reduce the visibility into the surface parking lot. The ability to use long sections of retaining walls is limited by the location of underground utilities along Renner Boulevard and 87th Street Parkway. Where retaining walls are used, the wall will face into the parking area because the surrounding streets are at a higher elevation.



Exhibit 8: Landscape Plan.

The space along Renner Boulevard is more generous due to the placement of utility lines. This space is up to 50 feet wide. Landscaping in this space is designed to use a large sweeping arc pattern of shrubs and ornamental plantings separated by lawn. The proposed plantings provide an appropriate level of obscuring of the parking areas based on the grading of the site, with the parking lot sitting at a lower elevation than the surrounding landscaping.

ARCHITECTURE

The buildings are all a contemporary architectural style. The buildings use a mix of brick, random and cut stone, stucco, metal, and glass. The materials are applied in varying amounts and in various application to create variety and individuality among the group of buildings in the development. Different types of details are used to further develop the unique character among the buildings. Both proposed buildings with this phase are one-story and are designed with a taller roof line and use architectural elements to appear like they have a second story.

BUILDING A1		
Height	Square Footage	Units
29' 2"	9,191	2 tenant spaces



Exhibit 9: Building A1 Architectural Rendering Looking East from Scarborough.

Building A1 will be predominantly red brick and glass with a contrasting gray color brick column element on the façades. This element will provide for a plane change and roof line change. A stone pattern detail will be applied to the gray brick column element. Metal awnings will cantilever over the building entrances. A series of clerestory windows are shown atop the taller sections of the building. The cornice element along the roofline changes with the articulation and material changes of the building avoiding a continual design to this detail of the building.

BUILDING A4		
Height	Square Footage	Units
24' 4"	8,534	2 tenant spaces



Exhibit 10: Building A4 Architectural Rendering Looking Northeast from Scarborough.

Building A4 uses both red and gray brick colors on to differentiate the articulated elements along the building façade. Building A4 incorporates a vertical brick pattern detail with a tan color brick. This detail is used as a relief element in the columns. The roof form is a butterfly roof where the roof plane slope back into the middle of the building revealing a clerestory element down the central spine of the building. The roof feature is a striking design that provides interest in the roof plane and places focus on the series of clerestory windows. The proposed building meets architectural standards as outlined in [Section 4-1-C-5](#) of the UDC.

DEVIATIONS

The applicant is not requesting any deviations.

REVIEW PROCESS

- This project requires a recommendation from the Planning Commission and final approval by the City Council. Pending a recommendation from the Planning Commission, the project is tentatively scheduled for consideration from the City Council on February 7, 2023.
- The applicant should inquire about additional City requirements, such as permits and development fees.

RECOMMENDATION FROM PROFESSIONAL STAFF

- ★ **Staff recommends approval of the proposed Final Plan for Area A Restaurant Row – A1 & A4.**
 - This application is for two mixed-use buildings, A1 and A4 of the Restaurant Row development in City Center Area A. This project is consistent with Lenexa's goals through **Responsible Economic Development** to create **Vibrant Neighborhoods** and **Inviting Places**.

FINAL PLAN

Staff recommends **approval** of the final plan for PL22-04PR – **Area A Restaurant Row – A1 & A4** at the southwest corner of 87th Street Parkway and Renner Boulevard, for a mixed-use development.





A1 VIEW LOOKING EAST FROM SCARBOROUGH



A4 VIEW LOOKING NORTH FROM SCARBOROUGH

CALL TO ORDER

Chairman Poss called the regular meeting of the Lenexa Planning Commission to order at 7:00 p.m. on Monday, January 9, 2023. The meeting was held in the Community Forum at Lenexa City Hall at 17101 W. 87th Street Parkway, Lenexa, Kansas.

ROLL CALL

COMMISSIONERS PRESENT

Commissioner John Handley
Commissioner Ben Harber
Commissioner Jerry Harper
Commissioner Don Horine
Commissioner Jason Leib
Commissioner David Woolf
Commissioner Brenda Macke
Vice-Chairman Mike Burson
Chairman Chris Poss

COMMISSIONERS ABSENT

Commissioner Curt Katterhenry

STAFF PRESENT

Scott McCullough, Director of Community Development
Stephanie Kisler, Planning and Development Administrator
Tim Collins, Engineering Construction Services Administrator
Andrew Diekemper, Fire Division Chief
Stephen Shrout, Assistant City Attorney
Christa McGaha, Planner II
Kim Portillo, Planner II
Gloria Lambert, Senior Administrative Assistant

APPROVAL OF MINUTES

The minutes of the December 5, 2022 meeting were presented for approval. Hearing no changes or corrections to the minutes of the regular meeting, Chairman Poss entertained a motion to **APPROVE** the minutes as written. Moved by Commissioner Handley, seconded by Commissioner Horine and **APPROVED** by a majority voice vote.

CONSENT AGENDA

1. **City Center Lenexa Area A (Restaurant Row) - Consideration of a final plan for property located near the southeast corner of W. 87th Street Parkway & Scarborough Street within the CC, Planned City Center, Zoning District. PL23-02F**
Consideration of a final plan for the development of two restaurant/retail buildings (A1 and A4) on a 4.51 acre site in Lenexa City Center. Building A1 is 9,191 square feet and Building A4 is 8,534 square feet.
2. **Redevelopment Project Plan 1J for the City Center TIF District - Consideration of a resolution for property located near the southeast corner of W. 87th Street Parkway & Scarborough Street within the CC, Planned City Center, Zoning District.**
Consideration for adopting a resolution and making findings that the proposed Project Plan 1J is consistent with the City's Comprehensive Plan.
3. **Southlake Twenty-First Plat (DataBank Expansion) - Consideration of a final plat for property located at 11200 Lakeview Avenue within the BP-2, Planned Manufacturing District. PT23-04F**
Consideration of a final plat to replat two existing lots and one tract to facilitate the expansion of a data center and equipment yard in the BP-2, Planned Manufacturing District.
4. **Lenexa Logistics Centre, 8th Plat - Consideration of a final plat for property located at the northwest corner of 113th & Renner Boulevard within the BP-2, Planned Manufacturing District. PT23-01F**
Consideration of a final plat for a 5.96 acre industrial development.
5. **Lenexa Logistics Centre North, Sixth Plat - Consideration of a final plat for property located near the northwest corner of College Boulevard & Mill Creek Road within the BP-2, Planned Manufacturing District. PT23-03F**
Consideration of a final plat for a 6.04 acre industrial development.
6. **Prairie Star Medical Office Building - Consideration of a final plan for property located at 9471 Meadow View Drive within the CP-1, Planned Neighborhood Commercial District. PL23-03F**
Consideration of a final plan for the development of an 11,641 square foot medical office building on a 1.35 acre site.
7. **Watercrest Landing Amenity Center - Consideration of a final plan for a subdivision amenity zrea on property located at 9096 Monticello Road within the RP-1, Planned Residential (Low-Density) District. PL23-01F**
Consideration of a final plan for the development of a private residential subdivision amenity center on a 2.28 acre site in the Watercrest Landing subdivision.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items one through seven. Moved by Commissioner Leib, seconded by Commissioner Burson, and carried by a unanimous voice vote.



**CITY COUNCIL
MEMORANDUM**

ITEM 3

SUBJECT: Consideration of a preliminary and final plat and acceptance of right-of-way and drainage, utility, and landscape easements for Belmont Estates

CONTACT: Stephanie Kisler, Planning & Development Administrator

DATE: February 7, 2023

ACTION NEEDED:

Approval of a preliminary and final plat and acceptance of right-of-way and drainage, utility, and landscape easements for Belmont Estates.

APPLICANT & DESIGN PROFESSIONAL:

Jake Hattock, Schlagel Associates

PROPOSED USE:

Single-Family Residential

PROPERTY LOCATION/ADDRESS:

8110 Belmont Drive

PROJECT BACKGROUND/DESCRIPTION:

The applicant proposes a preliminary plat and final plat to be considered simultaneously for a replat of Lots 8-13 of Belmont Estates to reconfigure the parcels into two single-family residential lots. The Governing Body approved the vacation of excess right-of-way at the January 17, 2023 City Council meeting. This plat includes the dedication of the necessary right-of-way to move the planned cul-de-sac further south, the construction of a new public street, and related infrastructure improvements. The final plat also includes dedication of easements for drainage, utilities, and landscaping. A private easement for native vegetation is also included on the plat for the purposes of preserving mature trees and prohibiting development on certain areas within the private lots.

STAFF RECOMMENDATION:

Approval of the plat and acceptance of the easements.

PLANNING COMMISSION ACTION:

This item was considered at the January 9, 2023 Planning Commission meeting. This item did not include a public hearing; however, Chairman Poss asked if anyone in the audience wished to speak on the matter. No one from the public spoke. The Commission had no further discussion.

Chairman Poss entertained a motion to recommend **APPROVAL** for a preliminary plat for Belmont Estates located at 8110 Belmont Drive within the R-1, Planned Residential (Low Density) Zoning District.

Moved by Commissioner Harber, seconded by Commissioner Macke, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to recommend **APPROVAL** for a final plat for Belmont Estates

located at 8110 Belmont Drive within the R-1, Planned Residential (Low Density) Zoning District.

Moved by Commissioner Woolf, seconded by Commissioner Horine, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

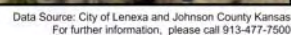
Vibrant Neighborhoods

Guiding Principles

Responsible Economic Development

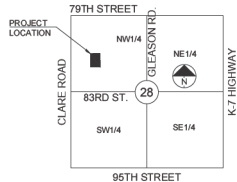
ATTACHMENTS

1. Map
2. Plat
3. PC Staff Report and Exhibits
4. PC Draft Minutes Excerpt



FINAL PLAT OF BELMONT ESTATES SECOND PLAT

A REPLAT AND SUBDIVISION OF ALL OF LOTS 8, 9, 10, 11, 12 and
13, AND PART OF BRIER DRIVE, BELMONT ESTATES
IN THE NW 1/4 OF SEC. 28-12-23 IN THE CITY OF LENEXA,
JOHNSON COUNTY, KANSAS



SECTION 28-T12-R23
LOCATION MAP
SCALE 1" = 2000'

LEGEND:

- FOUND 1/2" REBAR WITH KSLS 54 CAP UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR W/LS-54 CAP UNLESS OTHERWISE NOTED
- BL BUILDING LINE
- RW RIGHT-OF-WAY
- LE LANDSCAPE EASEMENT
- SE STREET EASEMENT
- UE UTILITY EASEMENT
- (P) PLATTED
- DE DRAINAGE EASEMENT
- AE ACCESS EASEMENT



SCALE: 1" = 400'

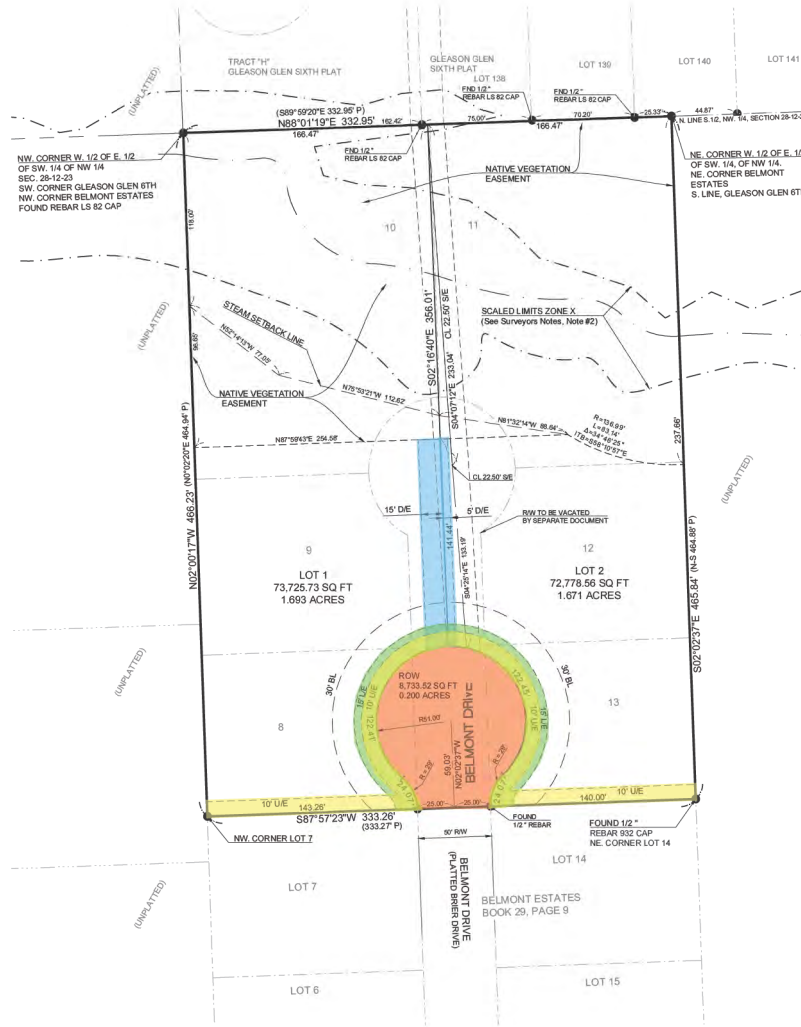
SURVEYORS NOTES:

- BELMONT ESTATES, recorded in book 29 at page 9, Johnson County Register of Deeds.
- Flood Note: A portion of this property lies within flood ZONE X, defined as areas determined to be outside the 0.2% annual chance floodplain. And a portion of this property lies within Zone X (Future Base Flood), defined as Areas of 1% annual chance flood based on future conditions hydrology. No Base Flood Elevations determined. As shown on the Flood Insurance Rate Map 20091C00320, revised August 3, 2009 prepared by the Federal Emergency Management Agency. The limits of the Zone X (Future Base Flood) as shown on this survey have been scaled from this map.
- Area: Surveyed area Lots 8-13: ±155237.8 square feet or 3.564 acres ±. Area includes platted right of way for Belmont Drive (Brier Drive plat) adjacent to Lots 8-13.
- Zoning: R-1 (Single Family Residential). Zoning codes for Lenexa as defined on Johnson County AIMS Mapping.
- Base of bearings is the Plat of GLEASON GLEN, SIXTH PLAT as recorded in Johnson County Register of Deeds in Book 200709 at Page 00374. North line of the South One-Half of the Northwest One-Quarter bearing North 88 degrees 01 minutes 19 seconds West.
- Property is subject to Declarations of Restrictions for BELMONT ESTATES as recorded in Book 189 at Page 207 in the Johnson County Register of Deeds.
- Property is Subject to Commitment for Title Insurance, Commitment No. 15100427 prepared by Continental Title Company dated October 12, 2015.

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED IN NOVEMBER 2015 AND NOVEMBER 2022. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Aaron T. Rauter - Land Surveyor
KS# LS-1429



DESCRIPTION:

A replat of all of Lots 8, 9, 10, 11, 12 and 13, and a part of Brier Drive adjacent to 8, 9, 10, 11, 12 and 13, BELMONT ESTATES, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof. And containing 3.5638 acres more or less.

DEDICATION:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat which hereafter shall be known as "BELMONT ESTATES SECOND PLAT."

The streets and roads shown on this plat and not heretofore dedicated as thoroughfares are hereby dedicated to the City of Lenexa, Johnson County, Kansas.

An easement or license to enter upon, locate, construct and maintain or authorize, the location, construction or maintenance and use of conduits, pipes, inlets, manholes, surface drainage facilities and other similar facilities, upon, over, and under those areas outlined and designated on this plat as "Drainage Easement" or "DIE," is hereby granted to the City of Lenexa, Kansas. Drainage Easements shall remain free of fences, shrubs, trees and other obstacles that would restrict the flow of drainage.

The City of Lenexa is under no duty or obligation to maintain or repair the stormwater drainage facilities placed within the limits of this easement, and in no event shall this easement be construed to impose any such obligation on the City of Lenexa.

An easement or license to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "SSE" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to the Consolidated Main Sewer District of Johnson County, Kansas or their assigns. Alteration of land contours will be permitted only with the express written approval of JCW. Any placing of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation therefor.

An easement or license to enter upon, locate, construct and maintain or authorize, the location, construction or maintenance and use of conduits, pipes, poles, wires, drainage facilities, sanitary sewers, ducts and cables, and similar facilities, upon, over and under those areas outlined and designated on this plat as "Utility Easement" or "UE" is hereby granted to the City of Lenexa, Kansas. No above ground facilities associated with the uses herein permitted shall be constructed, located, or maintained in any area of the "UE" that crosses or intersects with a "Drainage Easement" or "DIE."

A 15 foot wide Utility Easement or "UE" is hereby dedicated to the City of Lenexa, Johnson County, Kansas, off of lots adjacent to and parallel with all proposed interior Street Right-of-Way lines.

A 15 foot wide Landscape Easement or "LE" is hereby dedicated to the City of Lenexa, Johnson County, Kansas, off of lots adjacent to and parallel with all Street lines. Maintenance of the "UE's" within Lots shall be the responsibility of the Homeowner.

A private easement or license outlined and designated on this plat as "Native Vegetation Easement" is hereby dedicated for the property owners. Trees within the Native Vegetation Easement with a caliper dimension of 6" or larger shall not be removed unless such trees are dead, diseased, or pose a threat to the public or adjacent property. Maintenance of Native Vegetation Easement shall be the responsibility of the owners of the lots within which they are located. Maintenance shall include, but not be limited to removal of dead or diseased trees or trees posing a threat to the public or adjacent property. Development is prohibited within the Native Vegetation Easement.

RESTRICTIONS:

The use of all Lots and Tracts of land in this subdivision shall hereafter be subject to the covenants and restrictions which will be filed at the office of the Register of Deeds of Johnson County, Kansas and shall hereby become a part of the dedication of this plat as though fully set herein.

This plat shall not be filed by the Register of Deeds unless filing is within 730 calendar days after the City of Lenexa Governing Body approval date, inclusive.

The ground floor area classification for lots in this plat is Class "D".

CONSENT TO LEVY:

The undersigned proprietor of the above described land hereby consents and agrees that the Board of County Commissioners of Johnson County, Kansas, and the City of Lenexa, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting and abutting on such dedicated public way or thoroughfare.

APPROVALS:

Approved by the Planning Commission of the City of Lenexa, Johnson County, Kansas, this ___ day of ___, 20__.

Chris Poss, Chairman

Approved by the Governing Body of the City of Lenexa, Johnson County, Kansas, this ___ day of ___, 20__.

Michael A. Boehm, Mayor

Jennifer Martin, City Clerk

ACKNOWLEDGMENT:

IN TESTIMONY WHEREOF, the undersigned proprietors have caused this instrument to be executed this ___ day of ___, 20__.

Bryan P Rapp

Monica N Toepfer

STATE OF KANSAS

}

COUNTY OF JOHNSON

}

THIS INSTRUMENT was acknowledged before me on this ___ day of ___, 20__ by

Notary Public

My Appointment Expires



1402 West 107th Street • Lenexa, Kansas 66157
Ph (913) 402-5158 • Fax (913) 402-8405 • WWW.SCHLAGELASQS.COM
Kansas State Certificate of Authority
#C-208 #A-229 #LS-54

DATE 4-26-2022
DRAWN BY SCH
CHECKED BY AR
PROJ. NO. 15-226

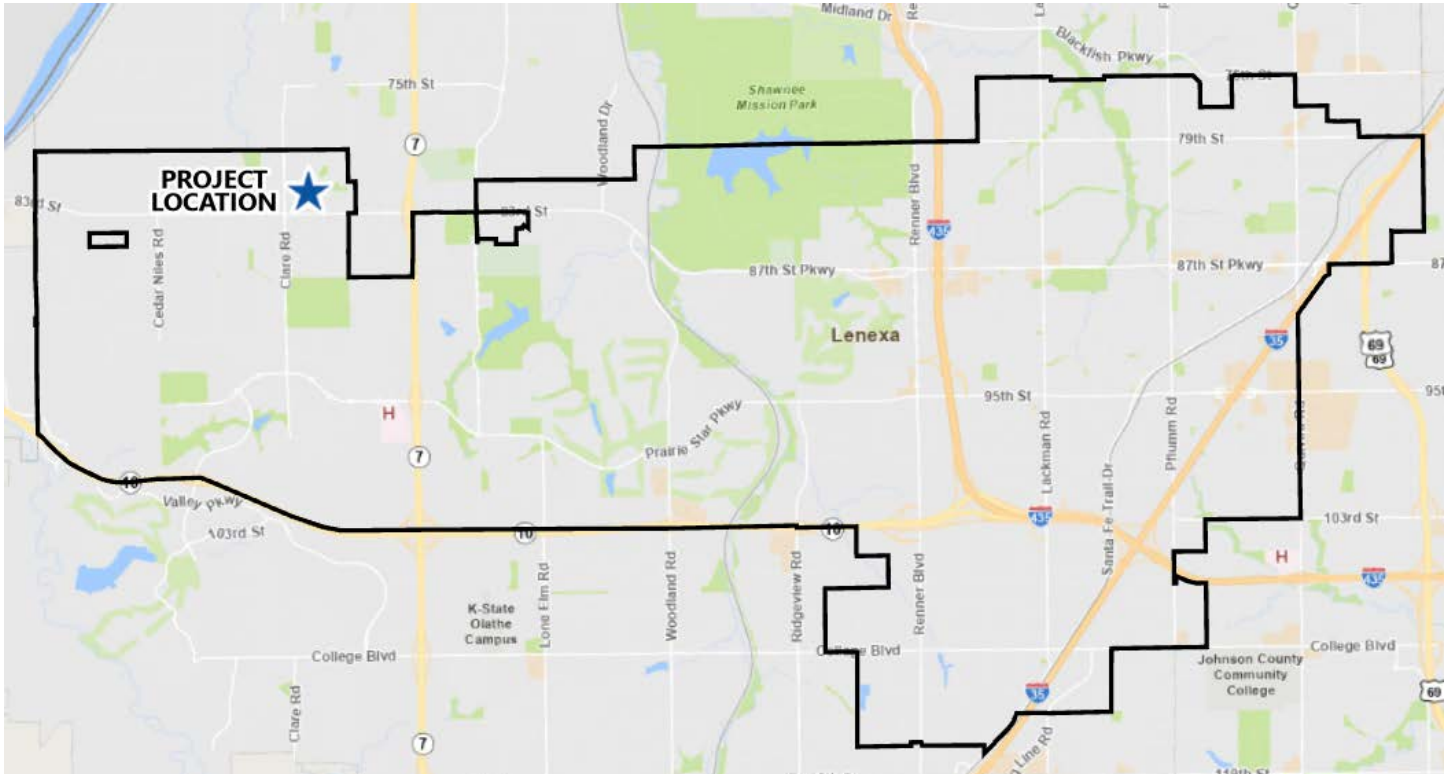
FINAL PLAT OF
BELMONT ESTATES
SECOND PLAT

SHEET NO. 1

REV: 11-29-2022

BELMONT ESTATES, SECOND PLAT

Project #:	PT23-01PR, PT23-02F	Location:	8110 Belmont Drive
Applicant:	Jake Hattock, Schlagel Associates	Project Type:	Preliminary & Final Plat
Staff Planner:	Christa McGaha, AICP	Proposed Use:	Single-Family Residential



PROJECT SUMMARY

The applicant proposes a preliminary plat and final plat to be considered simultaneously 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 and the dedication of necessary right-of-way to move the planned cul-de-sac farther south, the construction of a new public street, and related infrastructure improvements. The applicant requests approval of both a preliminary and final plat for the development. This project does not require a Public Hearing.

STAFF RECOMMENDATION: APPROVAL

SITE INFORMATION

Belmont Estates is located north of 83rd Street between Gleason Road and Clare Road. The original 20-lot plat for Belmont Estates was approved in 1966. The subdivision was annexed into the City of Lenexa in 1986.

LAND AREA (AC) 3.56	BUILDING AREA (SF) N/A	CURRENT ZONING R1	COMP. PLAN Low Density Residential
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Exhibit 1: Aerial Image of Subject Site.



Exhibit 2: Georeferenced Plat.

LAND USE REVIEW

The proposed application is for a replat of a single-family subdivision to combine six existing single-family lots into two larger single-family lots and relocate the planned cul-de-sac further south.

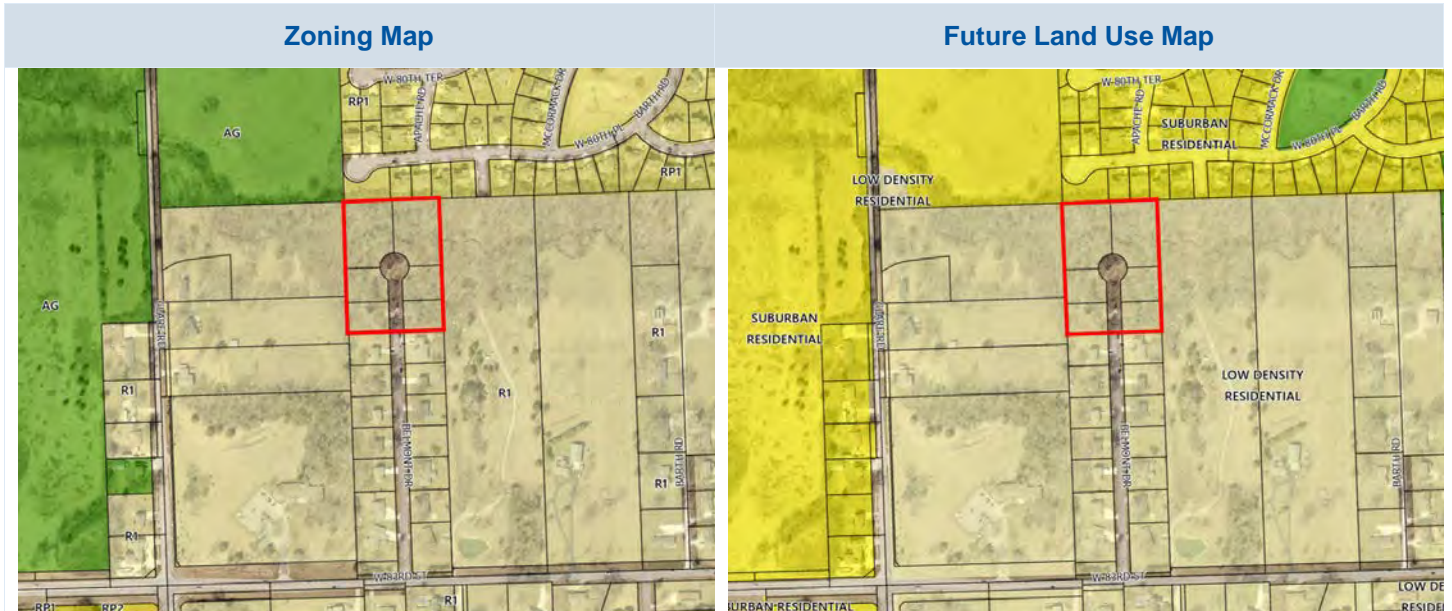


TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

Vicinity	Land Use Designation	Zoning	Current Use
Subject Property	Low Density Residential	R-1, Residential Single-Family	Undeveloped
	Suburban Density Residential	R-1, Residential Single-Family RP-1, Planned Residential Single-Family	Single-Family Subdivision, Gleason Glen, Sixth Plat
	Low Density Residential	R1, Residential Single-Family	Single-Family, Belmont Estates
	Low Density Residential	R1, Residential Single-Family	Undeveloped
	Low Density Residential	R1, Residential Single-Family	Undeveloped

The proposed use is compatible in context of the existing land uses. The proposed use of the site is changing from six possible single-family homes to two single-family homes. The existing lots on the northernmost portion of Belmont Drive are within the 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 into two developable lots at the end of Belmont Drive.



Exhibit 3: Stream Buffer on Subject Area and Surrounding Properties.

PRELIMINARY PLAT REVIEW

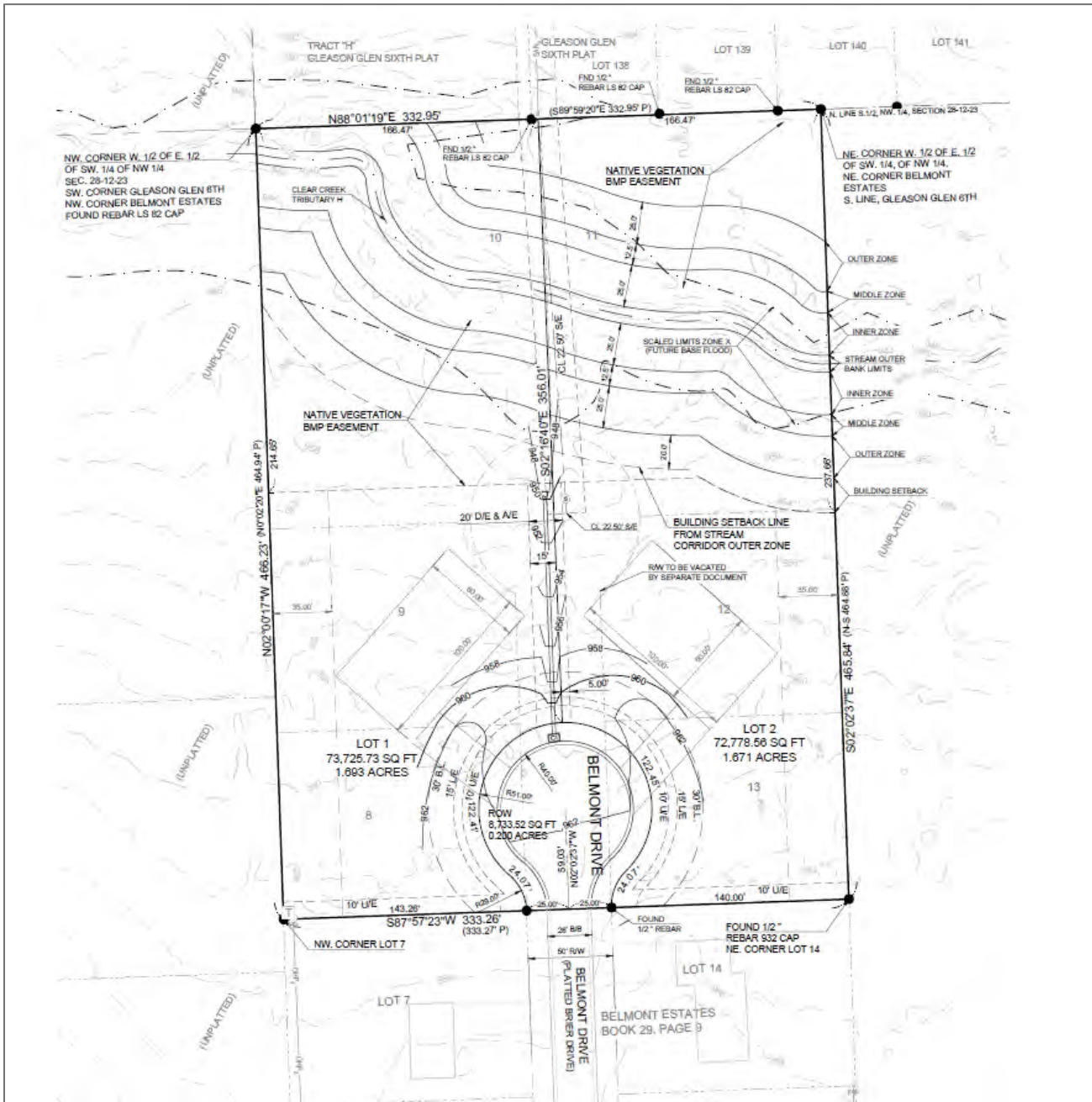


Exhibit 4: Preliminary Plat.

The two-lot preliminary plat is on 3.56 acres at the north end of Belmont Drive. This is the replat and subdivision of Lots 8, 9, 10, 11, 12, and 13 of Belmont Estates for two single-family lots and the relocation of the cul-de-sac bulb south on Belmont Drive. Lot 1 is 1.69 acres on the west side of the cul-de-sac on Belmont Drive. Lot 2 is 1.67 acres on the east side of the drive. The preliminary plat shows proposed building footprints for potential single-family homes on these lots. The Clear Creek tributary and stream setback lines are shown on the preliminary plat.

FINAL PLAT REVIEW

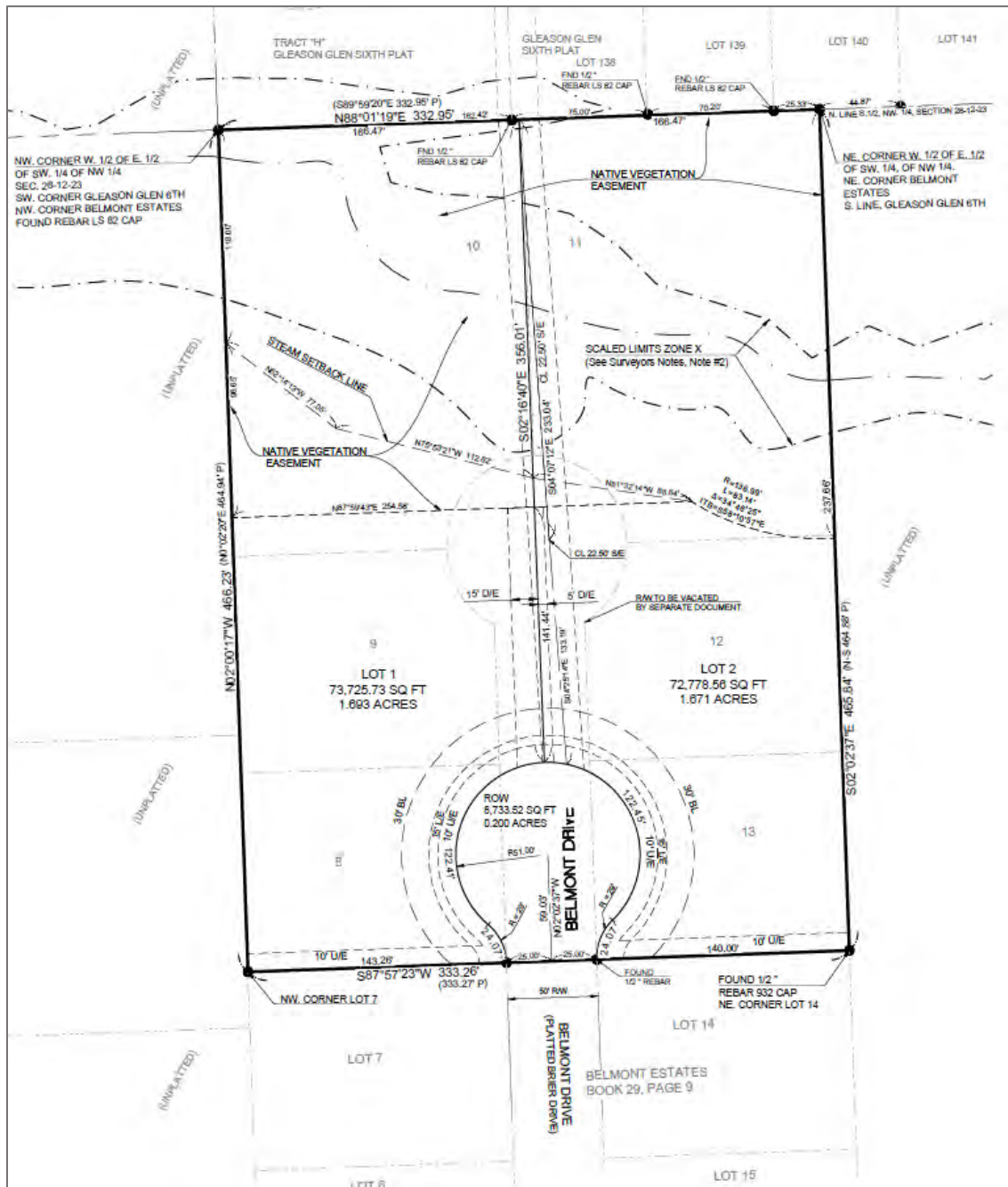


Exhibit 5: Final Plat.

The two-lot preliminary plat is on 3.56 acres at the north end of Belmont Drive. The existing right-of-way is to be vacated separately by separate document. Dedications to the City of Lenexa with the final plat include right-of-way and easements for drainage, utility, and landscaping. Additionally, a private easement is designated on this plat as "Native Vegetation Easement" will be dedicated for the property owners. Trees within the Native Vegetation Easement with a caliper dimension of 6" or larger shall not be removed unless such trees are dead, diseased, or pose a threat to the public or adjacent property. Maintenance of Native Vegetation Easement shall be the responsibility of the owners of the lots within which they are located. Maintenance shall include, but not be limited to removal of dead or diseased trees or trees posing a threat to the public or adjacent property. Development is prohibited within the Native Vegetation Easement.

DEVIATIONS

The applicant is not requesting any deviations.

REVIEW PROCESS

- *The Planning Commission is the final authority for approval of the preliminary and final plat.*
- *This project requires acceptance of right-of-way and easements by the City Council.*
- *Pending an approval from the Planning Commission, the project is tentatively scheduled for consideration from the City Council on February 7, 2023.*
- *The applicant should inquire about additional City requirements, such as permits and development fees.*

RECOMMENDATION FROM PROFESSIONAL STAFF

★ **Staff recommends approval of the Preliminary Plat and Final Plat for Belmont Estates, Second Plat.**

This application is for a replat of Lots 8-13 of Belmont Estates into two new single-family residential lots. The development includes the vacation of the existing right-of-way and the dedication of right-of-way for a new cul-de-sac farther south, the construction of a new public street, and related infrastructure improvements. This project is consistent with Lenexa's goals through **Responsible Economic Development** to create **Vibrant Neighborhoods** and **Inviting Places**.

PRELIMINARY PLAT

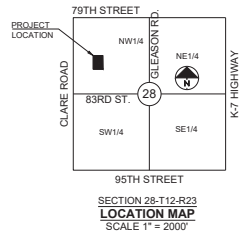
Staff recommends **approval** of the preliminary plat for PT23-01PR – **Belmont Estates, Second Plat** at 8110 Belmont Drive, for a two-lot single-family residential plat.

FINAL PLAT

Staff recommends **approval** of the final plat for PT23-02F - **Belmont Estates, Second Plat** at 8110 Belmont Drive, for a two-lot single-family residential plat.

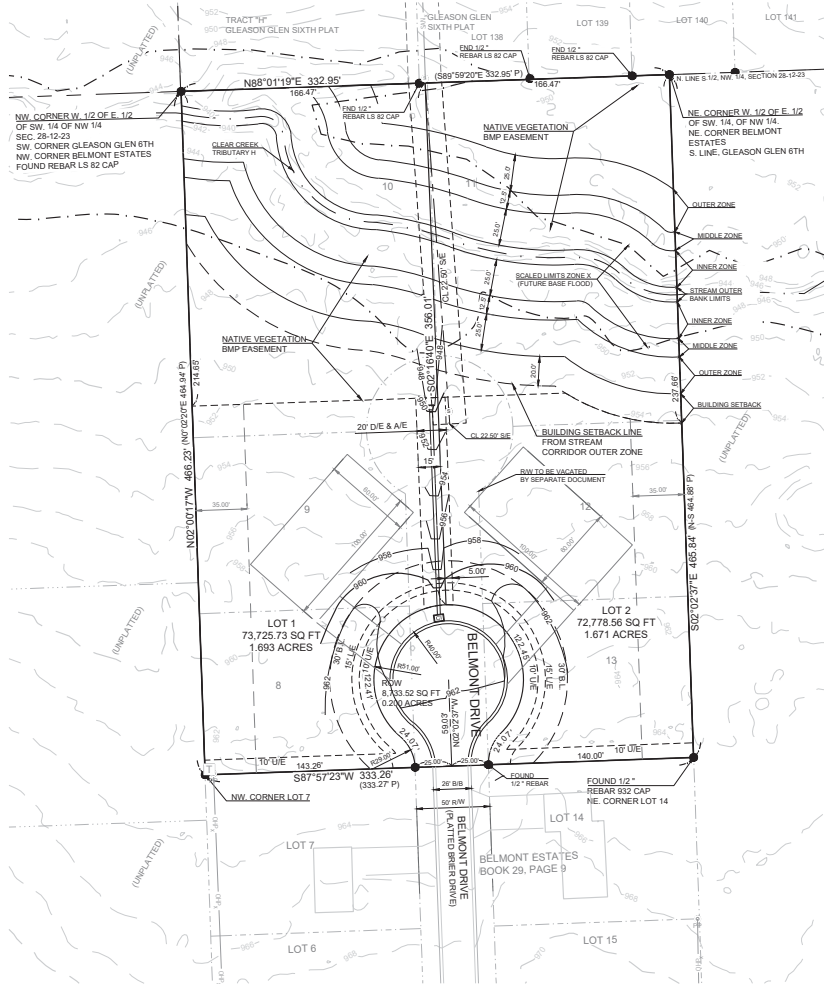
PRELIMINARY PLAT OF BELMONT ESTATES SECOND PLAT

A REPLAT AND SUBDIVISION OF ALL OF LOTS 8, 9, 10, 11, 12 and
13, AND PART OF BRIER DRIVE, BELMONT ESTATES
IN THE NW 1/4 OF SEC. 28-12-23 IN THE CITY OF LENEXA,
JOHNSON COUNTY, KANSAS



LEGEND:

- FOUND 1/2" REBAR WITH KSL S 54 CAP UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR WLS-54 CAP UNLESS OTHERWISE NOTED
- BL - BUILDING LINE
- R/W - RIGHT-OF-WAY
- L/E - LANDSCAPE EASEMENT
- S/E - STREET EASEMENT
- U/E - UTILITY EASEMENT
- (P) - PLATTED
- D/E - DRAINAGE EASEMENT
- A/E - ACCESS EASEMENT
- (T) - TELEPHONE PEDESTAL
- UT - UTILITY POLE
- OP - OVERHEAD POWER LINE
- CG - CURB & GUTTER
- EXISTING LOT AND PROPERTY LINES



100-YEAR OVERFLOW SWALE CHANNEL									
SECTION	DRAINAGE AREA (AC.)	Q ₁₀₀ (CFS)	BED SLOPE (%)	BASE WIDTH (FT.)	SIDE SLOPE	TOP WIDTH (FT.)	NORMAL DEPTH (FT.)	VELOCITY (FPS)	VELOCITY HEAD (FT.)
A	1.89	12.47	6.66	5	4:1	7.82	0.35	5.52	0.47
									0.82
									1.343

DESCRIPTION:

A replat of all of Lots 8, 9, 10, 11, 12 and 13, and a part of Briar Drive adjacent to 8, 9, 10, 11, 12 and 13, BELMONT ESTATES, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof. And containing 3.5638 acres more or less.

DEDICATION:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat which hereafter shall be known as "BELMONT ESTATES SECOND PLAT".

The streets and roads shown on this plat and not heretofore dedicated as thoroughfares are hereby dedicated to the City of Lenexa, Johnson County, Kansas.

An easement or license to enter upon, locate, construct and maintain or authorize, the location, construction or maintenance and use of conduits, pipes, inlets, manholes, surface drainage facilities and other similar facilities, upon, over, and under those areas outlined and designated on this plat as "Drainage Easements" or "D/E" is hereby granted to the City of Lenexa, Kansas. Drainage Easements shall remain free of fences, shrubs, trees and other obstacles that would restrict the flow of drainage.

The City of Lenexa is under no duty or obligation to maintain or repair the stormwater drainage facilities placed within the limits of this easement, and in no event shall this easement be construed to impose any such obligation on the City of Lenexa.

An easement or license to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "S/E" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to the Consolidated Main Sewer District of Johnson County, Kansas or their assigns. Alteration of land contours will be permitted only with the express written approval of JCM. Any placing of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation therefor.

An easement or license to enter upon, locate, construct and maintain or authorize, the location, construction or maintenance and use of conduits, pipes, poles, wires, drainage facilities, sanitary sewers, ducts and cables, and similar facilities, upon, over and under those areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Lenexa, Kansas. No above ground facilities associated with the uses herein permitted shall be constructed, located, or maintained in any area of the "U/E" that crosses or intersects with a "Drainage Easement" or "D/E".

A 10 foot wide Utility Easement or "U/E" is hereby dedicated to the City of Lenexa, Johnson County, Kansas, or its designees, off of lots or tracts adjacent to and parallel with all proposed interior Street Right-of-Way lines.

A 15 foot wide Landscape Easement or "L/E" is hereby dedicated to the City of Lenexa, Johnson County, Kansas, off of lots adjacent to and parallel with all Street lines. Maintenance of the "L/E" within Lots shall be the responsibility of the Homeowner. Maintenance of the "L/E" within Tracts shall be the responsibility of the development home owner association. In the event the HOA no longer lawfully exists or fails to maintain these tracts, then maintenance shall be the responsibility, shared equally, of the owners of property that are part of this subdivision, whether herein platted or by joining the subdivision in a later development phase.

An easement or license is hereby granted to the City of Lenexa, Johnson County, Kansas, to enter upon, construct and maintain pipes, inlets, manholes, surface drainage facilities, drainage ditches, drainage channels or water courses, other drainage facility tributary connections and appurtenant work relative to storm water drainage upon, over, or under the areas outlined and designated on this plat as "Stormwater Quality / Quantity Easement" or "BMPE".

RESTRICTIONS:

The use of all Lots and Tracts of land in this subdivision shall hereafter be subject to the covenants and restrictions which will be filed at the office of the Register of Deeds of Johnson County, Kansas and shall hereby become a part of the dedication of this plat as though fully set herein.

The "Stormwater Quality / Quantity Easement" or "BMPE" is to be maintained by the property owners and their successors and assigns.

This plat shall not be filed by the Register of Deeds unless filing is within 730 calendar days after the City of Lenexa Governing Body approval date, inclusive.

The ground floor area classification for lots in this plat is Class "E".

SURVEYORS NOTES:

- BELMONT ESTATES, recorded in book 29 at page 9, Johnson County Register of Deeds.
- Flood Note: A portion of this property lies within Flood ZONE X, defined as areas determined to be outside the 0.2% annual chance floodplain. And a portion of this property lies within Zone X (Future Base Flood), defined as Areas of 1% annual chance flood based on future conditions hydrology. No Base Flood Elevations determined. As shown on the Flood Insurance Rate Map 200912002G, revised August 3, 2009 prepared by the Federal Emergency Management Agency. The limits of the Zone X (Future Base Flood) as shown on this survey have been scaled from this map.
- Area: Surveyed area Lots 8-13: ±155237.8 square feet or 3.564 acres ±. Area includes platted right of way for Belmont Drive (Brier Drive platted) adjacent to Lots 8-13.
- Zoning: R-1 (Single Family Residential). Zoning codes for Lenexa as defined on Johnson County AIMS Mapping.
- Basin of bearings is the Plat of GLEASON GLEN, SIXTH PLAT as recorded in Johnson County Register of deeds in Book 20709 at Page 003574. North line of the South One-Half of the Northwest One-Quarter bearing North 88 degrees 01 minutes 19 seconds West.
- Property is subject to Declarations of Restrictions for BELMONT ESTATES as recorded in Book 186 at Page 207 in the Johnson County Register of Deeds.
- Property is Subject to Commitment for Title Insurance, Commitment No. 15100427 prepared by Continental Title Company dated October 12, 2015.
- All Construction is proposed to be completed in single phase.

The use of all Lots and Tracts of land in this subdivision shall hereafter be subject to the covenants and restrictions which will be filed at the office of the Register of Deeds of Johnson County, Kansas and shall hereby become a part of the dedication of this plat as though fully set herein.

The "Stormwater Quality / Quantity Easement" or "BMPE" is to be maintained by the property owners and their successors and assigns.

The ground floor area classification for lots in this plat is Class "E".

SITE DEVELOPMENT DATA PANEL:

Site Area:	3.56 acres
Total Lot Coverage (Buildings & Pavement):	20,000 sf (110,000 per lot)
Density:	0.50 units/acre
Open Space Percentage:	47% preserved native

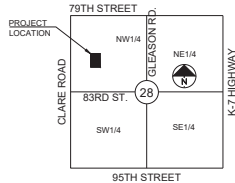


1402 West 107th Street • Lenexa, Kansas 66157
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Kansas State Certificate of Authority
#C-200-RLA-29-RLS-54

DATE: 11-28-2022
DRAWN BY: SCH
CHECKED BY: AR
PROJ. NO. 15-226
SHEET NO. 1

FINAL PLAT OF BELMONT ESTATES SECOND PLAT

A REPLAT AND SUBDIVISION OF ALL OF LOTS 8, 9, 10, 11, 12 and
13, AND PART OF BRIER DRIVE, BELMONT ESTATES
IN THE NW 1/4 OF SEC. 28-12-23 IN THE CITY OF LENEXA,
JOHNSON COUNTY, KANSAS



SECTION 28-12-R23
LOCATION MAP
SCALE 1" = 2000'

LEGEND:

- FOUND 1/2" REBAR WITH KSLS S4 CAP UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR W/LS-S4 CAP UNLESS OTHERWISE NOTED
- BL BUILDING LINE
- RW RIGHT-OF-WAY
- LE LANDSCAPE EASEMENT
- SE STREET EASEMENT
- UE UTILITY EASEMENT
- (P) PLATTED
- DE DRAINAGE EASEMENT
- AE ACCESS EASEMENT



SCALE: 1" = 40'

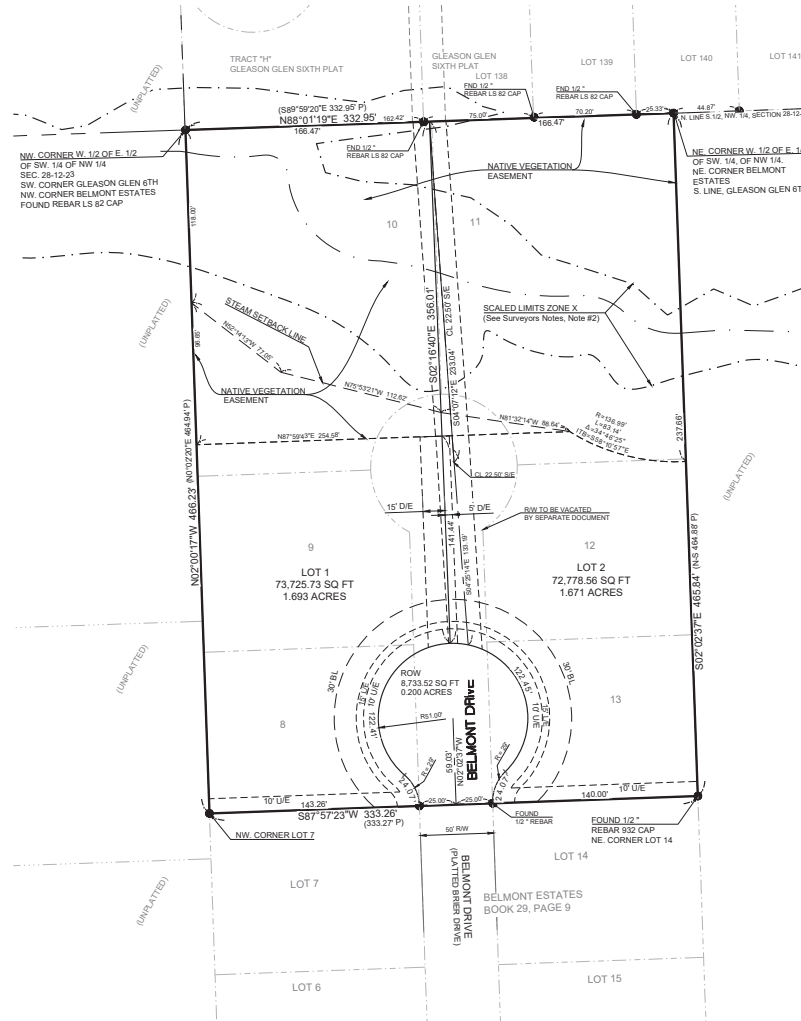
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- Area: Surveyed area Lots 8-13: ±155237.8 square feet or 3.564 acres ±. Area includes platted right of way for Belmont Drive (Brier Drive platted) adjacent to Lots 8-13.
- Zoning: R-1 (Single Family Residential). Zoning codes for Lenexa as defined on Johnson County AIMS Mapping.
- Basis of bearings is the Plat of GLEASON GLEN, SIXTH PLAT as recorded in Johnson County Register of Deeds in Book 2007/09 at Page 003574. North line of the South One-Half of the Northwest One-Quarter bearing North 88 degrees 01 minutes 19 seconds West.
- Property is subject to Declarations of Restrictions for BELMONT ESTATES as recorded in Book 186 at Page 207 in the Johnson County Register of Deeds.
- Property is Subject to Commitment for Title Insurance, Commitment No. 15100427 prepared by Continental Title Company dated October 12, 2015.

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED IN NOVEMBER 2015 AND NOVEMBER 2022. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Aaron T. Reuter - Land Surveyor
KSLS-1429



DESCRIPTION:

A replat of all of Lots 8, 9, 10, 11, 12 and 13, and a part of Brier Drive adjacent to 8, 9, 10, 11, 12 and 13, BELMONT ESTATES, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof. And containing 3.5638 acres more or less.

DEDICATION:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat which hereafter shall be known as "BELMONT ESTATES SECOND PLAT".

The streets and roads shown on this plat and not heretofore dedicated as thoroughfares are hereby dedicated to the City of Lenexa, Johnson County, Kansas.

An easement or license to enter upon, locate, construct and maintain or authorize, the location, construction or maintenance and use of conduits, pipes, inlets, manholes, surface drainage facilities and other similar facilities, upon, over, and under those areas outlined and designated on this plat as "Drainage Easement" or "DE", is hereby granted to the City of Lenexa, Kansas. Drainage Easements shall remain free of fences, shrubs, trees and other obstacles that would restrict the flow of drainage.

The City of Lenexa is under no duty or obligation to maintain or repair the stormwater drainage facilities placed within the limits of this easement, and in no event shall this easement be construed to impose any such obligation on the City of Lenexa.

An easement or license to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "SSE" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to the Consolidated Main Sewer District of Johnson County, Kansas or their assigns. Alteration of land contours will be permitted only with the express written approval of JCW. Any placing of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation thereof.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, pipes, poles, wires, drainage facilities, sanitary sewers, ducts and cables, and similar facilities, upon, over and under those areas outlined and designated on this plat as "Utility Easement" or "UE" is hereby granted to the City of Lenexa, Kansas. No above ground facilities associated with the uses herein permitted shall be constructed, located, or maintained in any area of the "UE" that crosses or intersects with a "Drainage Easement" or "DE".

A 15 foot wide Utility Easement or "UE" is hereby dedicated to the City of Lenexa, Johnson County, Kansas, off of lots or tracts adjacent to and parallel with all proposed Interior Street Right-of-Way lines.

A 15 foot wide Landscape Easement or "LE" is hereby dedicated to the City of Lenexa, Johnson County, Kansas, off of lots adjacent to and parallel with all Street lines. Maintenance of the "UE's" within Lots shall be the responsibility of the Homeowner.

A private easement or license outlined and designated on this plat as "Native Vegetation Easement" is hereby dedicated for the property owners. Trees within the Native Vegetation Easement with a caliper dimension of 6" or larger shall not be removed unless such trees are dead, diseased, or pose a threat to the public or adjacent property. Maintenance of Native Vegetation Easement shall be the responsibility of the owners of the lots within which they are located. Maintenance shall include, but not be limited to removal of dead or diseased trees or trees posing a threat to the public or adjacent property. Development is prohibited within the Native Vegetation Easement.

RESTRICTIONS:

The use of all Lots and Tracts of land in this subdivision shall hereafter be subject to the covenants and restrictions which will be filed at the office of the Register of Deeds of Johnson County, Kansas and shall hereby become a part of the dedication of this plat as though fully set herein.

This plat shall not be filed by the Register of Deeds unless filing is within 730 calendar days after the City of Lenexa Governing Body approval date, inclusive.

The ground floor area classification for lots in this plat is Class "D".

CONSENT TO LEVY:

The undersigned proprietor of the above described land hereby consents and agrees that the Board of County Commissioners of Johnson County, Kansas, and the City of Lenexa, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting and abutting on such dedicated public way or thoroughfare.

APPROVALS:

Approved by the Planning Commission of the City of Lenexa, Johnson County, Kansas, this ___ day of ___, 20__.

Chris Poss, Chairman

Approved by the Governing Body of the City of Lenexa, Johnson County, Kansas, this ___ day of ___, 20__.

Michael A. Boehm, Mayor

Jennifer Martin, City Clerk

ACKNOWLEDGMENT:

IN TESTIMONY WHEREOF, the undersigned proprietors have caused this instrument to be executed this ___ day of ___, 20__.

Bryan P Rapp

Monica N Toepfer

STATE OF KANSAS

COUNTY OF JOHNSON

THIS INSTRUMENT was acknowledged before me on this ___ day of ___, 20__ by

Notary Public

My Appointment Expires



1402 West 107th Street • Lenexa, Kansas 66157
Ph: (913) 492-6158 • Fax: (913) 492-6402 • WWW.SCHLAGEL-ASSOCIATES.COM
Kansas State Certified Public Accountant
KS-200-063629-06-54

DATE 4-26-2022
DRAWN BY SCH
CHECKED BY AR
PROJ. NO. 15-226

FINAL PLAT OF
BELMONT ESTATES
SECOND PLAT

SHEET NO. 1

REV: 11-29-2022

REGULAR AGENDA

8. **Belmont Estates - Consideration of a preliminary plat and final plat for property located at approximately 8110 Belmont Drive.**

Consideration of a preliminary plat to replat six existing lots into two lots for the development of two single-family residences and a cul-de-sac at the north end of Belmont Drive. PT23-01PR

Consideration of a final plat to replat six existing lots into two lots for the development of two single-family residences and a cul-de-sac at the north end of Belmont Drive. PT23-02F

APPLICANT PRESENTATION:

Jake Hattock of Schlagel and Associates stated the applicant is in agreement with the conditions within the Staff Report and would be available to answer any questions concerning the project.

STAFF PRESENTATION:

Christa McGaha presented the Staff Report. She noted the history of the site. The proposed use of the site is single-family residential. The existing flood zone makes the northernmost existing lots undevelopable. She displayed multiple graphics on the PowerPoint that showed the current configuration of six lots and the proposed replat that would reconfigure the area into two lots. Another graphic showed the buildable area in red and the preservation area in green. Staff recommends approval of the preliminary and final plat.

PLANNING COMMISSION DISCUSSION:

Chairman Poss asked if anyone wished to speak on this item. No one from the audience requested to speak. He said this is a routine request and it is pretty straightforward. He asked if the Commissioners had questions. There were no questions.

MOTION:

Chairman Poss entertained a motion to recommend **APPROVAL** for a preliminary plat for **Belmont Estates** located at 8110 Belmont Drive within the R-1, Planned Residential (Low Density) Zoning District.

Moved by Commissioner Harber, seconded by Commissioner Macke, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to recommend **APPROVAL** for a final plat for **Belmont Estates** located at 8110 Belmont Drive within the R-1, Planned Residential (Low Density) Zoning District

Moved by Commissioner Woolf, seconded by Commissioner Horine, and carried by a unanimous voice vote.



**CITY COUNCIL
MEMORANDUM**

ITEM 4

SUBJECT: Resolution approving and authorizing the Mayor to execute an agreement with Conrad Fire Equipment, Inc. for the purchase of a fire truck

CONTACT: Travis Vaughn, Fire Chief
Bob Welch, Battalion Chief of Logistics

DATE: February 7, 2023

ACTION NEEDED:

Adopt a resolution approving and authorizing the Mayor to execute an agreement with Conrad Fire Equipment, Inc. for the purchase of a fire truck.

PROJECT BACKGROUND/DESCRIPTION:

The 2022-2026 Capital Improvement Program (CIP) includes authorization to purchase a Pierce Impel PUC Pumper fire truck in fiscal year (FY) 2025. However, due to significant lead times in manufacturing fire trucks, which are currently 36 months, staff is requesting authorization to place the order now to maximize the possibility of actually receiving the truck in 2025.

This truck will replace fleet #9202, a 2008 Impel pumper, as a front-line truck. Fleet #9202 will remain in service and be reassigned to reserve status. Fleet #954, a 2006 Class "A" rear-mount aerial ladder truck with a 75-foot aerial ladder, will be traded/sold as part of this agreement.

This fire truck was chosen for the following reasons:

- Currently, the City attempts to maintain a balanced fleet of fire trucks that feature both aerial operation capabilities and high hydraulic volume capabilities. The front-line fleet of trucks is comprised of 3 ladder trucks and 3 pumper trucks.
- Purchasing from Conrad Fire Equipment (located in Olathe, Kansas) provides local availability of repair parts and authorized manufacturer repair/service.
- Lenexa Municipal Service fleet mechanics have specialized training to repair Pierce fire trucks.
- It is a high-quality product and Pierce stands behind their workmanship. The fire trucks have a service life of 16-20 years. The Fire Department forecasts a newly purchased truck will spend 8-10 years in front-line status and then an additional 8-10 years in reserve status before being decommissioned.

The fire truck's availability and pricing are secured through a cooperative purchasing contract between the Houston-Galveston Area Council and Pierce Manufacturing, Inc. (the "HGAC" contract). The City, while taking advantage of the preferred pricing under the HGAC contract, is entering into an independent and

negotiated Purchase Agreement with Conrad Fire Equipment, Inc., that will govern the terms of this purchase.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This purchase is included in the 2022-2026 CIP (Project No. 10037). The contract amount is \$1,033,996.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Healthy People

Guiding Principles
Superior Quality Services

ATTACHMENTS

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



RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH CONRAD FIRE EQUIPMENT, INC. FOR THE PURCHASE OF A FIRE TRUCK

WHEREAS, the Fire Department is consistently updating and replacing its capital equipment as necessary in order to best serve the City's residents and visitors; and

WHEREAS, the 2022-2026 Capital Improvement Program includes authorizing the purchase of a fire truck in FY 2025; and

WHEREAS, due to significant manufacturing lead times, the Fire Department needs to place an order now to maximize the possibility of actually receiving the truck in 2025; and

WHEREAS, the Fire Department desires to purchase a Pierce Manufacturing ("Pierce") Impel PUC Pumper fire truck (the "Fire Truck"); and

WHEREAS, the Fire Truck is replacing, and similar to, front-line fleet #9202, a 2008 Impel pumper, which will remain in service but be reassigned to reserve status due to age; and

WHEREAS, Fleet #954, a 2006 Class "A" rear-mount aerial ladder truck with a 75-foot ladder, will be traded/sold as part of this agreement due to age; and

WHEREAS, the Fire Department believes that the Fire Truck is the best available apparatus for a number of reasons including, but not limited to, maintaining a balanced fleet of fire trucks that feature both aerial and high hydraulic volume capabilities, historical performance and experience with Pierce trucks, local availability of repair and service, in-house training on repair of Pierce trucks, and competitive pricing; and

WHEREAS, Conrad Fire Equipment, Inc. and the City have read and understand the terms and conditions of the Purchase Agreement ("Agreement"), which is attached hereto as Exhibit "A", and made a part hereof by reference, and agree to be bound thereby.

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 Purchase Agreement which is attached hereto as Exhibit "A" and made a part hereof by reference. Further, the City Manager is hereby authorized to execute all other forms and documents, on forms acceptable to the City Attorney, required to carry out the terms of this Agreement.

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

ADOPTED by the City Council this 7th day of February, 2023.

SIGNED by the Mayor this 7th day of February, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

MacKenzie C. Harvison, Deputy City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 5

SUBJECT: Resolution authorizing the Mayor to execute an agreement with Environmental Systems Research, Inc. (ESRI) for geographic information system (GIS) software

CONTACT: Jerry Swingle, Director of Information Technology

DATE: February 7, 2023

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute an agreement with Environmental Systems Research, Inc. (ESRI) for geographic information system (GIS) software.

PROJECT BACKGROUND/DESCRIPTION:

ESRI has been a business partner with the City since 1994. ESRI is a market leader in GIS. Today, the City utilizes ESRI products as an integral piece to deliver GIS, data analytics, and mapping services in nearly every department and multiple publicly available applications (i.e. Service Request web application, Municipal Services Asset Management, Community Development permitting, inspections, code enforcement, land use, and Fire and Police incident mapping).

The proposed agreement details the contractual parameters of the Small Government Enterprise License Agreement. An existing agreement with ESRI of similar scope has been approved every three years since 2008. The agreement provides continued access to GIS software at a three-year fixed price from February 2023 through January 2026. This agreement with ESRI positions the City to continue to utilize the same GIS software used by all municipalities in Johnson County, by Mid-America Regional Council, and by most private contractors. This allows the City to efficiently contribute, receive, analyze, and map information from any number of municipal or private sources.

In addition to the ability to operate cohesively with all GIS stakeholders, this proposed agreement also gives the City unlimited access and all necessary licenses for many key GIS core software products, online publishing resources, knowledge bases, technical support, and online training opportunities. ESRI's products allow the City to operate effectively with both internal and external GIS stakeholders, deliver quality GIS products, and provide ample training opportunities.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The cost of this agreement is \$60,500 annually. The total cost of the three-year agreement is \$181,500. Funding for this agreement is budgeted in fiscal year (FY) 2023 and will be considered as part of the FY 2024 and 2025 budgets, respectively.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Guiding Principles

Superior Quality Services
Strategic Community Investment

ATTACHMENTS

1. Resolution
2. Agreement located in the Appendix

RESOLUTION NO. 2023 - _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND ENVIRONMENTAL SYSTEMS RESEARCH, INC. ("ESRI") FOR GEOGRAPHIC INFORMATION SYSTEM ("GIS") SOFTWARE.

WHEREAS, the City currently uses GIS Software licensed by ESRI; and

WHEREAS, the current license agreement expired on January 31, 2023; and

WHEREAS, The City desires to continue using GIS software licensed by ESRI; and

WHEREAS, the City and ESRI have negotiated a new software license agreement for a fixed price of \$60,500 per year for a term of three (3) years.

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 software license agreement with ESRI in substantially the same form as the agreement, attached hereto as Exhibit A, and all other forms and documents acceptable to the City Attorney necessary to effectuate the software license agreement.

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

ADOPTED by the Lenexa City Council this 7th day of February, 2023.

SIGNED by the Mayor this 7th day of February, 2023.

CITY OF LENEXA, KANSAS

Attest:

Michael A. Boehm, Mayor

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 an engineering consultant agreement with Braun Intertech Corporation to provide sampling and testing services of construction materials

CONTACT: Tim Green, Deputy Community Development Director

DATE: February 7, 2023

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute an engineering consultant agreement with Braun Intertec Corporation (Braun) to provide sampling and testing services of construction materials.

PROJECT BACKGROUND/DESCRIPTION:

The Community Development Department uses a third-party consultant to perform quality assurance testing during construction of Capital Improvement Program (CIP) projects and Public Improvement projects. These services include, but are not limited to:

- Obtaining samples of fill material to perform Moisture-Density Relationship tests and Atterberg limits.
- Providing a representative to perform in-place moisture and density tests for fill placed.
- Providing a representative to test concrete.
- Providing a representative to test asphaltic concrete materials.
- Special inspection services for vertical/structural construction.
- Providing a Project Manager or Staff Engineer for consulting and report review/writing or other correspondence.

The City has used Terracon Consultants for these services since February 2020. The contract with Terracon is now complete. Staff issued a Request for Proposals (RFP) on October 18, 2022 to select a new consultant. The RFP was published in the Legal Record, by Drexel Technologies, and on the City's website for four consecutive weeks. The City received no responses, so a staff selection committee contacted Braun, who performed materials testing for the City prior to Terracon, to see if they would be interested and Braun accepted. The unit costs comparison between Braun and Terracon were comparable. Payment for materials testing is based on actual time and materials used per an approved fee schedule. This is an initial one-year contract with the ability to extend by two, one-year amendments for a total of three years.

This standard form agreement is available for review in the City Clerk's office.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

Invoices will be charged to each CIP project for which testing/sampling is performed. Public Improvement permit testing will be charged to the Community Development – Engineering budget. The contract has a maximum not-to-exceed fee of \$155,000.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:**Vision 2040**

Integrated Infrastructure & Transportation

Guiding Principles

Superior Quality Services

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2023 - _____

A RESOLUTION APPROVING AN AGREEMENT WITH BRAUN INTERTECH CORPORATION [“CONSULTANT”] FOR CONSTRUCTION MATERIALS SAMPLING AND TESTING SERVICES.

WHEREAS, the City of Lenexa, Kansas (“City”) has defined a need for a quality assurance testing during construction of Capital Improvement Projects and Public Improvement Projects; and

WHEREAS, Consultant has submitted a Master Services Agreement [“Agreement”] to provide for 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 Master 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 7th day of February, 2023.

SIGNED by the Mayor this 7th day of February, 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 7

SUBJECT: Resolution authorizing the Mayor to execute a development agreement with Prairie Star Partners, LLC related to the 99th Street & Clare Road Project (Wheatley Point West)

CONTACT: Tim Green, Deputy Community Development Director

DATE: February 7, 2023

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute a development agreement with Prairie Star Partners, LLC related to the 99th Street & Clare Road Project (Wheatley Point West).

PROJECT BACKGROUND/DESCRIPTION:

Prairie Star Partners, LLC ("Developer") is the owner of property located at the northwest corner of future 99th Street & Clare Road. The Developer intends to construct a subdivision consisting of 11 two-family structures known as Wheatley Pointe West PL22-04P ("Development"), which was approved by the City Council on April 19, 2022.

On May 18, 2021, the City Council adopted Resolution 2021-043, which authorized City staff to begin the acquisition process to negotiate and approve offers for easements and rights-of-way necessary for the 99th Street & Clare Road Improvement Project ("Project") and to enter into agreements accomplishing such acquisitions. Staff has reached an agreement with the Developer for the donation of permanent right-of-way, permanent drainage easement, and temporary construction easement. In lieu of paying the Developer an estimated cost of \$29,178 for acquisitions, the City agrees to construct a northbound left-turn lane and a sanitary main extension.

The City will construct Clare Road, which requires grading for the future four-lane section, but the Project will only construct the two eastern-most lanes at this time. Should Clare Road be widened to four lanes in the future, the City agrees to construct full access to the Development, located approximately 500 feet south of the intersection of 98th Street & Clare Road with a northbound left-turn lane at the full access; furthermore, the City agrees that a southbound right-turn lane is not required.

The City agrees to construct a sanitary sewer main extension to serve the Development, which is estimated at \$62,180. The sanitary sewer main crosses future 99th Street and constructing it with the Project prevents future street cuts and road closures. The design for the sanitary sewer main extension has been completed by the Developer's consultant and approved by Johnson County Wastewater. The City will bid the sanitary sewer main extension with the Project and the Developer agrees to reimburse the City for the actual cost of construction.

The Project will construct a stormwater facility on the northwest corner of future 99th Street & Clare Road that will serve as a BMP for Clare Road and the Wheatley Point West development. The City agrees to be responsible for maintenance of the stormwater facility.

This development agreement sets forth the terms and conditions regarding the donation of permanent right-of-way, permanent drainage easement, and temporary construction easement. The development agreement will be recorded and will be binding on future owners of the property.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This is a Capital Improvement Program project (Project No. 60100), which will be funded with general obligation bonds and excise tax. The total budget is \$7,765,000.

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



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

99th Street & Clare Road



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LENEXA, KANSAS, [“CITY”], AND PRAIRIE STAR PARTNERS, LLC [“DEVELOPER”] RELATED TO THE 99TH STREET AND CLARE ROAD PROJECT .

WHEREAS, on May 18, 2021, the City Council adopted Resolution 2021-043 authorizing staff to negotiate and approve offers for easements and rights-of-way necessary for the City’s 99th Street and Clare Road Improvement Project (“Project”); and

WHEREAS, Developer is the owner of certain property at the northwest corner of future Clare Road and future 99th Street in the City of Lenexa Kansas (the “Property”); and

WHEREAS, the Developer intends to construct on the Property a subdivision known as Wheatley Point, West (“Development”) in accordance with the Preliminary Plan and Plat PL22-04P which was approved by the City on April 19, 2022; and

WHEREAS, the Developer has agreed to donate to the City permanent right-of-way, permanent drainage easement, and temporary construction easement required for the City’s Project, provided the City agrees to construct a northbound left turn lane on Clare Road to serve as full access to the Development, to include the installation of a sanitary sewer extension to the Development as part of the City’s project (costs to be reimbursed by the Developer), and to maintain a stormwater BMP constructed as part of the City’s project; and

WHEREAS, the Developer and City have reached certain understandings regarding the terms and conditions for the construction and maintenance of the Infrastructure Improvements on the Property as set forth in the Development Agreement attached hereto as Exhibit A; and

WHEREAS, Developer and City have read and understand the terms and conditions of the Development Agreement.

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 Development Agreement with Prairie Star Partners, LLC in substantially the same form as attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION TWO: This resolution shall become effective upon passage by the City Council.

ADOPTED by the City Council this 7th day of February, 2023.

SIGNED by the Mayor this 7th day of February, 2023.

[SEAL]

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 authorizing the Mayor to execute an engineering agreement with Lamp Rynearson for design services for the 113th Street East of Renner Boulevard Storm Drainage Improvements Project

CONTACT: Tim Green, Deputy Community Development Director

DATE: February 7, 2023

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute an engineering consultant agreement with Lamp Rynearson for design services for the 113th Street East of Renner Boulevard Storm Drainage Improvements Project.

PROJECT BACKGROUND/DESCRIPTION:

Routine inspections by City staff identified several corrugated metal pipes on 113th Street, east of Renner Boulevard, 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 as two projects, in an effort to increase the chances of receiving funding in the spring of 2022, and the projects were awarded 2023 and 2024 funding. The projects will be designed in 2023 and bid near the end of the year for construction in 2024.

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 Lamp Rynearson to perform design services based on review of the proposal and past experience.

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

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This design services contract will be funded with stormwater cash from 2023 Traditional Stormwater Infrastructure Project. The design services contract with Lamp Rynearson is \$156,762.29.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment

ATTACHMENTS

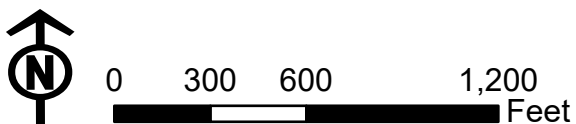
1. Map
2. Resolution



Document Path: C:\Users\cdtom\OneDrive - lenexagcc\Documents\ArcGIS\Projects\MyProject1\MyProject1.aprx

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

113th Street East of Renner Storm Drainage Improvements Project



RESOLUTION NO. 2023 - _____

A RESOLUTION APPROVING AN AGREEMENT WITH LAMP RYNEARSON, INC. ["CONSULTANT"] TO PROVIDE DESIGN SERVICES FOR THE 113TH STREET EAST OF RENNER 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 7th day of February, 2023.

SIGNED by the Mayor this 7th day of February, 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 9

SUBJECT: Resolution authorizing the Mayor to execute an agreement with Multistudio for architectural and engineering services for the Lenexa Old Town Activity Center Renovations Project

CONTACT: Logan Wagler, Parks & Recreation Director

DATE: February 7, 2023

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute an agreement with Multistudio for architectural and engineering services for the Lenexa Old Town Activity Center Renovations Project.

PROJECT BACKGROUND/DESCRIPTION:

The Lenexa Old Town Activity Center has served the community for over 40 years and is home to a wide range of recreational programs, community events, and rental spaces. This project is a result of the recommendations from the Community Center and Senior Center Study ("Study") that was completed in early 2019. The purpose of the Study was to review the feasibility of renovating and upgrading the Community Center and Senior Center and to create a master plan exploring options for the future of these two facilities. Based upon feedback received from the Governing Body, focus groups, and multiple public meetings, the final accepted study included options for improving operations, programming, and function of the facilities, while making the site a greater amenity for the surrounding neighborhood and entire community.

Staff solicited a Request For Qualifications (RFQs) from architectural design firms. Staff received eight responses and reviewed all of the proposals based on several documented criteria including:

- Past experience with this project type
- Team member availability and experience
- Project approach and creativity
- Recommendations and referrals

An internal review committee made up of representatives from Parks and Recreation, Administration, and Community Development short-listed five design firms to formally interview. After formal interviews, background and recommendation checks, the review committee rated Multistudio as the preferred design team. Staff then negotiated with Multistudio regarding the proposed design fees, the scope of work, and dedicated team members that the City desired to be contractually obligated to the project for its duration.

Multistudio has performed certain pre-design work aimed at finalizing the project scope and budget pursuant to a contract approved by the City Manager. Staff recommends Multistudio be awarded the full design and architectural services contract due to their project team experience, knowledge of municipal recreational facilities, project approach, architectural creativity, and recommendations from previous clients.

Multistudio has teamed with the following consultants for this project:

- Confluence
- Henderson Engineers
- Bob D. Campbell & Company
- SK Design Group, Inc.

Staff negotiated a not-to-exceed fixed fee of \$1,140,720 for the architectural and engineering services component of the project. Further details may be found in the agreement, which is available for review in the City Clerk's office.

Staff will bring forward a recommendation to the City Council for a Construction Manager at Risk contract with Turner Construction in the near future. Turner Construction was selected to assist with the pre-construction services and cost estimation.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This project is included in the recommended 2023-2027 Capital Improvement Program (Project No. 80019).

Fixed architectural and engineering services fee	\$1,125,720
Reimbursable Expenses	\$15,000
Total	\$1,140,720

STAFF RECOMMENDATION:

Adoption of the resolution.

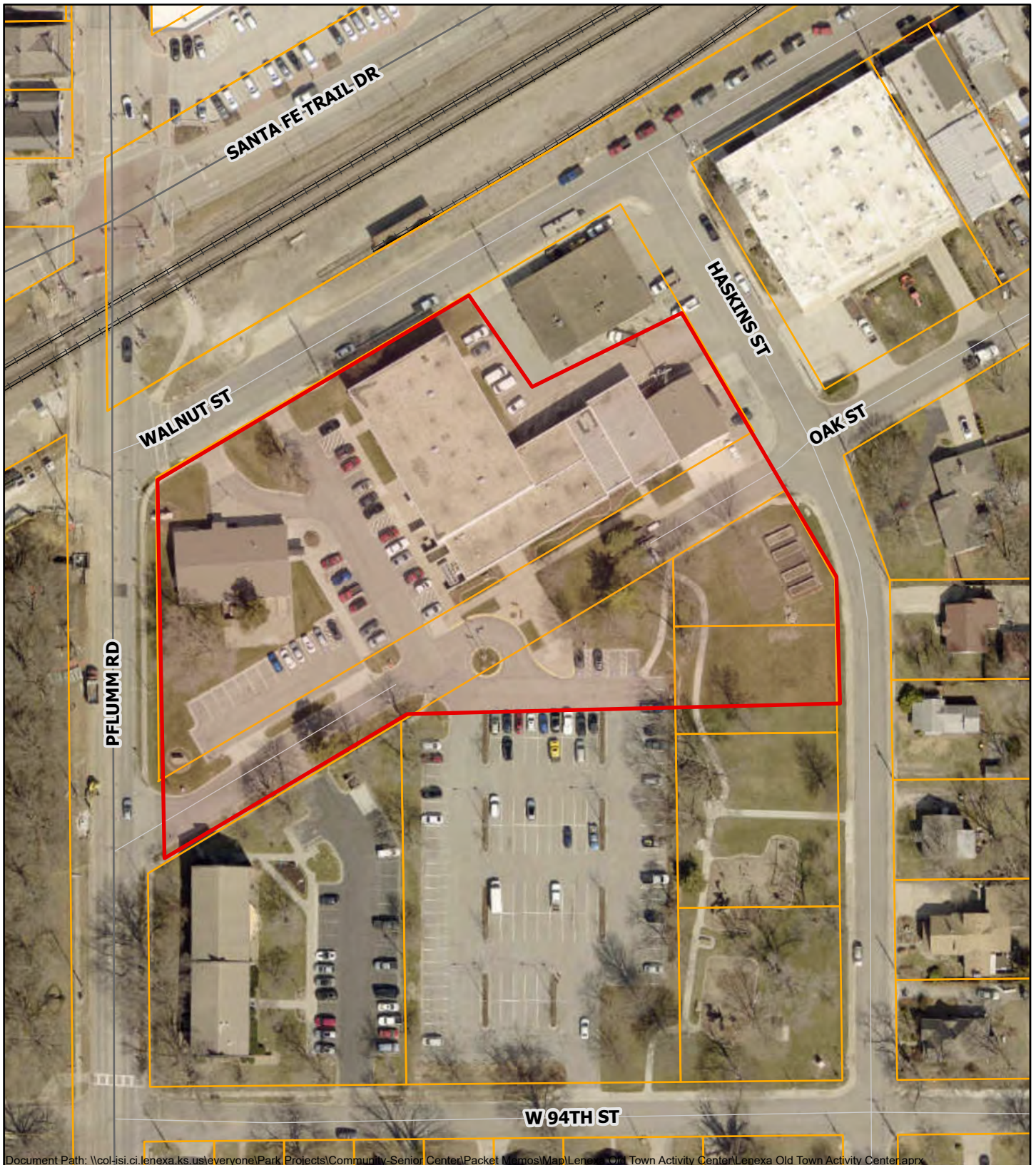
VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Inviting Places
Healthy People
Vibrant Neighborhoods

Guiding Principles
Strategic Community Investment
Extraordinary Community Pride
Inclusive Community Building

ATTACHMENTS

1. Map
2. Resolution



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

Lenexa Old Town Activity Center



0 50 100 200 Feet

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MULTISTUDIO, INC. (“ARCHITECT”) FOR ARCHITECTURAL AND ENGINEERING SERVICES RELATING TO THE LENEXA OLD TOWN ACTIVITY CENTER PROJECT.

WHEREAS, the City of Lenexa (“City”) has selected Multistudio, Inc. as the Architect (“Architect”) for the Lenexa Old Town Activity Center Project (“Project”); and

WHEREAS, City and Architect have determined the need and desire to enter an agreement for Architect services in connection with the design, bidding and construction of the Project; and

WHEREAS, City and Architect have read and understand the terms and conditions of the AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition as amended (“Agreement”), which is attached hereto as Exhibit “A”, and made a part hereof 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 approve and authorize the Mayor to execute the Agreement between City and Architect in substantially the same form as attached hereto as Exhibit “A”, and made a part hereof by reference.

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

ADOPTED by the City Council this 7th day of February, 2023.

SIGNED by the Mayor this 7th day of February, 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 10

SUBJECT: Consideration of a rezoning and companion preliminary plat (plan) for Stone Ridge North, located north of 83rd Street & Cedar Niles Road

CONTACT: Stephanie Kisler, Planning & Development Administrator

DATE: February 7, 2023

ACTION NEEDED:

- a. Pass an ordinance rezoning Stone Ridge North, located north of 83rd Street & Cedar Niles Road from the AG Agricultural, RP-1 Planned Residential Single-Family (Low Density), NP-O Planned Neighborhood Office, and CP-1 Planned Neighborhood Commercial Zoning Districts to the RP-1 Planned Residential Single-Family (Low-Density) and RP-2 Planned Residential (Intermediate-Density) Zoning Districts; and
- b. Approve the companion preliminary plat (plan) for Stone Ridge North.

APPLICANT & DESIGN PROFESSIONAL:

Justin Milburn, Milburn Civil Engineering

OWNER:

Cedar Niles Estates LLC, Alpha Venture LLC, Complete LLC

PROPERTY LOCATION/ADDRESS:

North of the intersection of 83rd Street & Cedar Niles Road

PROJECT BACKGROUND/DESCRIPTION:

The applicant proposes to develop 168 acres north of 83rd Street near Cedar Niles Road as a mixed single-family and two-family subdivision known as Stone Ridge North. The proposal includes rezoning to the RP-1 Planned Residential Low-Density and RP-2 Planned Residential Intermediate-Density Zoning Districts, as well as a preliminary plat for 381 single-family lots, 53 two-family lots, 7 community storm shelters located throughout the subdivision, multiple tracts for stormwater, landscaping, and amenities, easements, public right-of-way for new public streets, and related infrastructure improvements.

The Planning Commission approved deviations from various code requirements on the preliminary plan, including:

- lot size for 182 lots,
- lot width for 302 lots,
- corner lot width for 7 lots,
- lot depth for 28 lots,
- front yard setback for 381 lots, and
- minimum site area per dwelling unit for 32 lots.

STAFF RECOMMENDATION:

Passage of the ordinance and approval of the companion preliminary plat (plan).

PLANNING COMMISSION ACTION:

This item was considered at the January 9, 2023 Planning Commission meeting. A public hearing was held and no one from the public spoke. Commissioners asked about amenities. The applicant said that more details about subdivision amenities will come at final plan phase. Commissioners inquired about what the storm shelters would look like. The applicant said the standalone shelters would appear similar to the home structures and that buyers would have the option of adding a storm shelter within the home. Commissioners asked about 83rd Street improvements. Staff noted that incremental improvements to 83rd Street are likely due to the uncertainty of timing of future developments along 83rd Street. Commissioners were concerned with the quantity of deviations requested initially, but now feel more comfortable with the request.

Chairman Poss entertained a motion to recommend **APPROVAL** of the rezoning from AG, RP-1, NP-O, and CP-1 to RP-1 and RP-2 Zoning Districts for Stone Ridge North, located north of 83rd Street and Cedar Niles Road. Moved by Commissioner Lieb, seconded by Commissioner Horine, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to recommend **APPROVAL** of the preliminary plat (plan) for Stone Ridge North, located north of 83rd Street and Cedar Niles Road in the proposed RP-1 and RP-2 Zoning Districts with the following deviations:

1. Lot width, lot depth, lot area, corner lot width, and front yard setback in the RP-1 Zoning District as noted within the Staff Report and the proposed plans.
2. Lot width and lot area in the RP-2 Zoning District as noted within the Staff Report and the proposed plans.

Moved by Commissioner Harber, seconded by Commissioner Woolf, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

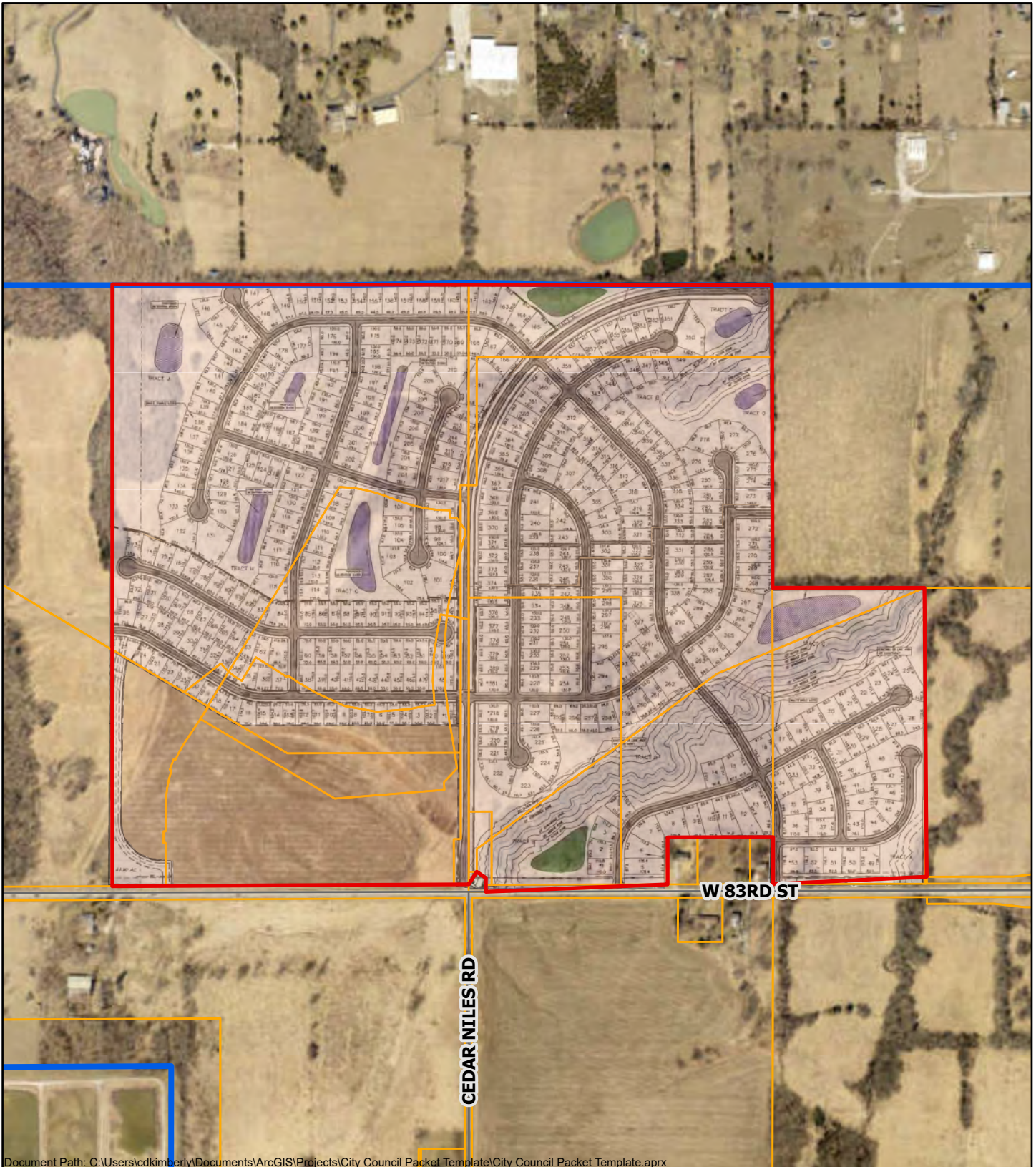
Vibrant Neighborhoods

Guiding Principles

Responsible Economic Development

ATTACHMENTS

1. Map
2. PC Staff Report & Exhibits
3. PC Draft Minutes Excerpt
4. Ordinance

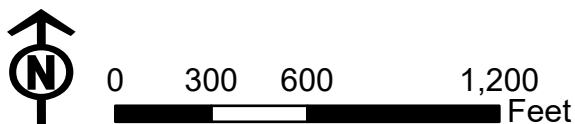


Document Path: C:\Users\cdkimberly\Documents\ArcGIS\Projects\City Council Packet Template\City Council Packet Template.aprx

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

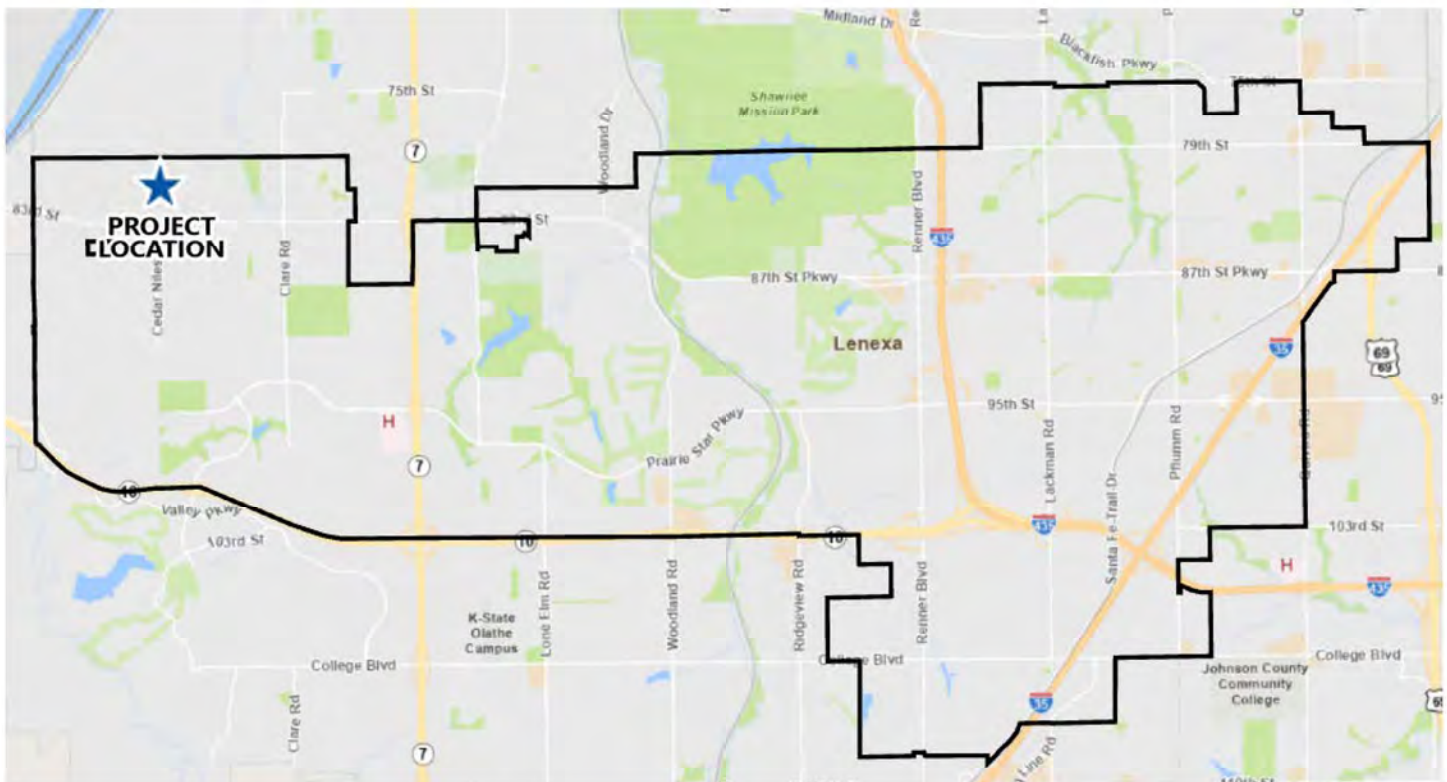
Stone Ridge North Rezoning & Preliminary Plat

RZ22-05 & PT22-01P



STONE RIDGE NORTH

Project #:	RZ22-05 & PT22-01P	Location:	North of W. 83 rd Street and Cedar Niles Road
Applicant:	Justin Milburn, Milburn C.E.	Project Type:	Rezoning & Preliminary Plat
Staff Planner:	Kimberly Portillo, AICP	Proposed Use:	Suburban Residential



PROJECT SUMMARY

The applicant proposes to develop approximately 168 acres of land north of W. 83rd Street near Cedar Niles Road as a mixed single-family and two-family subdivision to be known as Stone Ridge North. The proposal includes a rezoning from the AG Agricultural, RP-1 Planned Residential Low Density, NP-O Planned Neighborhood Office, and CP-1 Planned Neighborhood Commercial Zoning Districts to the RP-1 Planned Residential Low-Density and RP-2 Planned Residential Intermediate Zoning Districts. The proposal also includes a preliminary plat for 381 single-family lots, 53 two-family lots, multiple tracts for stormwater, landscaping, and amenities, easements, and public right-of-way for new public streets and related infrastructure improvements. The preliminary plat is intended to also serve as the preliminary plan. The applicant requests approval of the rezoning and preliminary plat for the development. The preliminary plan also includes requests for multiple deviations from the Unified Development Code (UDC) including: lot size for 182 lots, lot width for 302 lots, corner lot width for 7 lots, lot depth for 28 lots, and front yard setback for 381 lots, and minimum site area per dwelling unit for 32 lots. Staff supports the proposed deviations. This project requires a Public Hearing.

STAFF RECOMMENDATION: APPROVAL

SITE INFORMATION

This site was annexed into the City of Lenexa in November of 1986, at which time it was zoned and used as agricultural. It was subsequently rezoned to its current designation in 2009 as part of the larger Cedar Niles Estates rezoning and concept plan (RZ09-02 and PL09-01CP), which included a total of 278.63 acres north of W. 83rd Street and west of Mize Boulevard. The 2009 plan rezoned the property to RP-1, RP-3, NP-O and CP-1 with designated stream corridor buffer areas. The site has since remained vacant.

LAND AREA (AC)	BUILDING AREA (SF)	CURRENT ZONING	COMP. PLAN
168.35	N/A	AG, RP-1, NP-O, CP-1	Suburban Residential

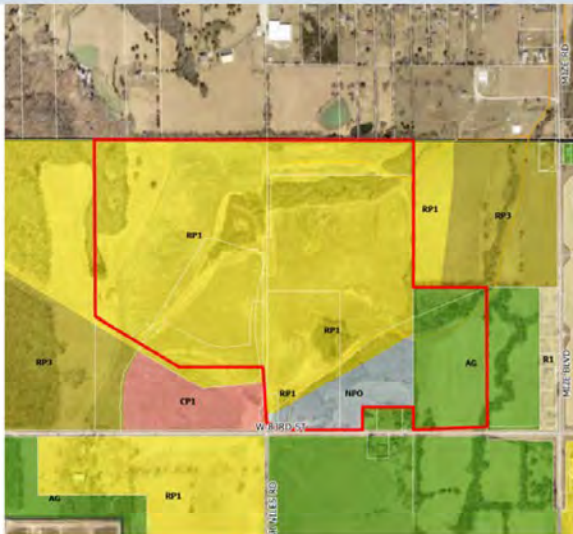


Exhibit 1: Aerial Image of Subject Site

LAND USE REVIEW

The proposed use is a residential subdivision with single-family and two-family lots. The Future Land Use designation for this location is Suburban Residential, which is defined as: *Low density detached single-family housing not exceeding a gross density of 3.5 dwelling units per acre*. Most of the proposed development is single-family and fits within this land use. A smaller portion of the site is proposed for use as two-family lots; however, the overall density for the two-family portion is 3.04 dwelling units per acre. With the low density and high-quality architectural design, Staff is comfortable that the two-family portion of the development fits within the intent of the Suburban Residential land use category, while providing a variety of housing typologies onto the Lenexa market.

Zoning Map



Future Land Use Map

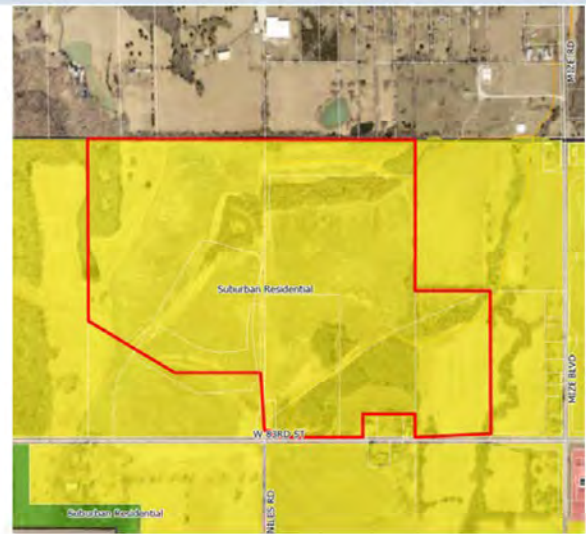


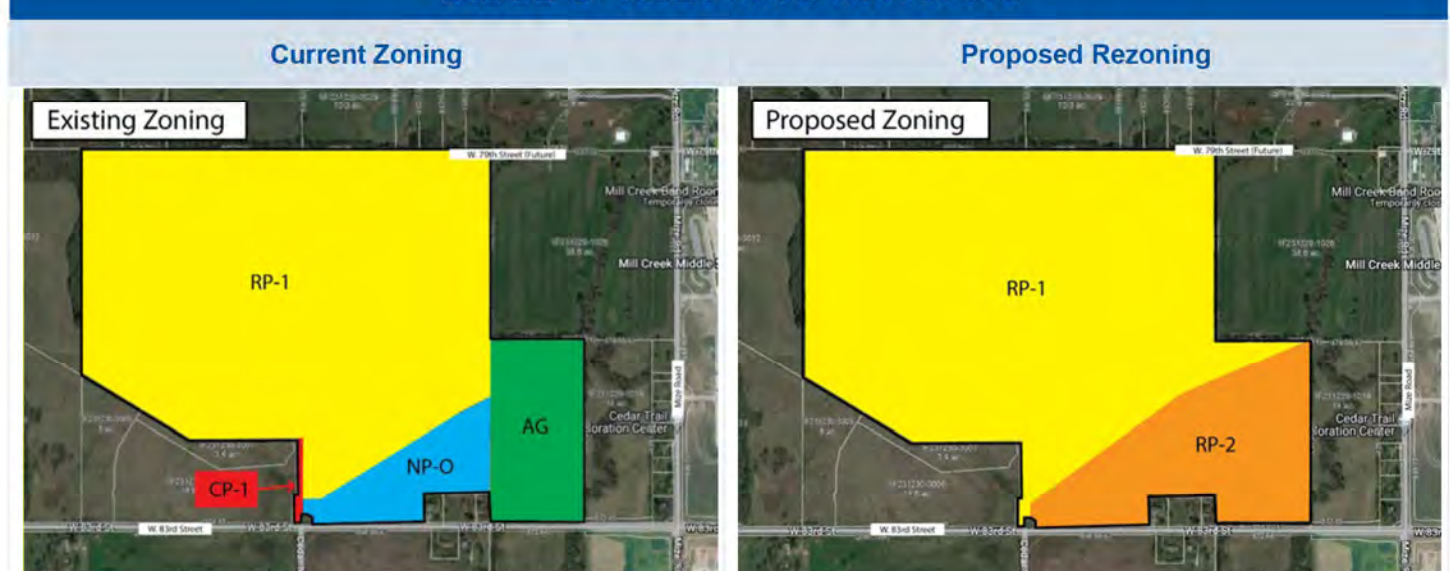
TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

Vicinity	Land Use Designation	Zoning	Current Use
Subject Property	Suburban Residential	AG, RP-1, NP-O, CP-1	Undeveloped
North	Estate Residential Neighborhood (Shawnee)	RE Residential Estates & AG Agricultural (Shawnee)	Agricultural & Single-Family Residential (Shawnee)
South	Suburban Residential	RP-1 Planned Residential Low Density & AG Agricultural	Stone Ridge Single-Family Subdivision (future) & Agricultural
East	Suburban Residential	AG Agricultural, RP-1 Planned Residential Single-Family	Undeveloped
West	Suburban Residential	RP-1 Planned Residential Single-Family & RP-3 Planned Residential Medium High-Density	Undeveloped

The proposed use is compatible in context of the existing land uses and approved plans on adjacent sites. Suburban-style development has been encroaching west toward this area for the past two decades and is anticipated by the Comprehensive Plan and Future Land Use Map. Mill Creek Middle School, located near the proposed development at 83rd and Mize Boulevard, was constructed in 2005 to serve the growing population of Unified School District 232 (DeSoto). A 20-acre parcel is reserved for park land adjacent to the school. Recent residential development in the area includes Stone Ridge, a single-family subdivision with similar lots, just south of W. 83rd Street.

REZONING REVIEW

TABLE 2: REZONING ANALYSIS



Staff provides the following analysis for the review criteria within [Section 4-1-G-5](#) of the UDC.

1. The character of the neighborhood.

This is an agricultural neighborhood that is experiencing suburban residential growth. While most of the land is still agricultural, residential developments have been approved surrounding or in the vicinity of the proposed use. Stone Ridge, a rezoning from AG to RP-1 and plat for 105 single-family lots was approved in two phases at the southwest corner of 83rd and Cedar Niles Road in 2022. A rezoning to RE, Residential Estates and preliminary plat for Riverbend, consisting of 24 single-family lots, was approved in December of 2021 to the west of the proposed Stone Ridge North development. Lots within the Riverbend subdivision have lot sizes between two and two and a half acres. The subject property abuts the City of Shawnee along the northern property line, where uses are large-lot residential and agricultural and lots range in size from two and a half to ten acres.

2. The zoning and use of properties nearby.

The zoning and uses of nearby properties are provided in the Table 2. The proposed uses of single-family and two-family residential are compatible with existing and future planned uses of the land.

3. The suitability of the subject property for the uses to which it has been restricted.

The property is suited for the rezoning to RP-1, which fits within the designated future land use of Suburban Density residential. The portion of the property to be rezoned to RP-2 is proposed to have a density of 3.04 units per acre, which, despite being zoned for two-family, fits within the character of surrounding approved single-family developments and the designated future land use.

4. The extent to which the proposed use will detrimentally affect nearby property.

The proposed use will not detrimentally affect nearby property as the use fits within the designated future land use of the property. The proposed subdivision's density, landscaping, pedestrian connections, and street networks are appropriate for this area. The plans also account for access to the three excluded lots along W. 83rd Street should they be redeveloped in the future.

5. The length of time the subject property has remained vacant as zoned.

The subject property and surrounding lots were rezoned in 2009 as part of Cedar Niles Estates, which planned for a mix of single-family homes, villas, townhomes, and apartments with small community retail and office concentrated near 83rd and future Cedar Niles Road. The project was never developed as such and has remained vacant since.

6. The relative gain to public health, safety, and welfare due to the denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

Staff is of the opinion that denial of this rezoning and preliminary plat would have no gain to public health, safety, or welfare.

7. Recommendation of City's permanent professional staff.

See Staff's recommendation and the end of this report.

8. Conformance of the requested change to the adopted or recognized Master Plan being utilized by the City.

The Master Plan designation for this area is Suburban Residential, which calls for primarily detached single-family housing at a density of less than 3.5 units per acre. This proposal does include some two-family units; however, about 88% of the proposed lots are single-family. Staff supports the variety of housing types and lot sizes provided and, with a proposed density no greater than 3.04 units per acre in the RP-2 Zoning District, feel this proposal fits within the intent of the Master Plan.

9. The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water and electrical service, police and fire protection, schools, parks and recreation facilities, etc.

Required utilities, including sewer, water, electricity, and communications, are available nearby and are adequate to service the development. The developer is responsible for extending various utilities into the site. Schools and designated future park land are located nearby and will serve the development.

10. The extent to which the proposed use would adversely affect the capacity or safety of that portion of the street network influenced by the use, or present parking problems in the vicinity of the property.

The applicant provided a traffic impact study from July 2022 that analyzed the proposed development's impact to the 83rd Street & Cedar Niles Road intersection. Engineering Staff reviewed the study and found it to be generally acceptable with a few exceptions as noted here. First, the study implies that some improvements can be deferred until later phases; however, Staff requires all improvements at the time a connection is made to the street network.

The improvements the developer will be required to construct at its cost consist of right and left turn lanes at the access connections to 83rd Street. Staff notes that the study identified turn lane lengths only accounting for storage. However, Staff will require that the turn lanes be lengthened to include necessary length for deceleration. The 83rd Street & Cedar Niles Road intersection will not warrant a traffic signal based on the existing traffic along 83rd Street, the approved Stone Ridge South development, and this proposed Stone Ridge North development. Traffic volumes along 83rd Street are projected to increase from 6,200 vehicles per day to 11,370 vehicles per day with the proposed development. A two-lane roadway such as 83rd Street is considered at full capacity near 14,000 vehicles per day.

A necessary future improvement will be construction of Cedar Niles Road from 83rd Street approximately 700-ft north. Cedar Niles Road will require auxiliary turn lanes as development of the future Roman Catholic Archdiocese property is developed. Concurrently, appropriate turn lanes must be constructed on 83rd Street into the future Roman Catholic Archdiocese property at the time this property develops.

With these intersection/access improvements at the time of connection, it is Staff's belief that the proposed development's traffic can be adequately served by the street network system.

11. The environmental impacts the proposed use will generate including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.

The development will utilize a variety of methods for stormwater maintenance and best management practices (BMPs), including maintenance of natural stream corridors and native vegetation, use of extended wet detention basins, and dry detention basins. This use is anticipated to be equal to similar subdivision developments will not generate excessive water pollution, air pollution, noise pollution, nighttime lighting, or other environmental harm.

12. The extent to which the proposed development would adversely affect the capacity or water quality of the stormwater system, including without limitation, natural stream assets in the vicinity of the subject property.

There are three streams located within the project boundaries. All three are located in tracts that encompass the stream and a required stream buffer zone. Natural vegetation will be preserved along the stream corridors. The layout has been designed around the existing topography of the site so as to not adversely affect the capacity or water quality of the stormwater system.

13. The ability of the applicant to satisfy any requirements (e.g. site plan, etc.) applicable to the specific use imposed pursuant to the zoning regulations in this Chapter and other applicable ordinances.

The applicant requested deviations from the Unified Development Code as discussed in subsequent sections of this report.

PRELIMINARY PLAT REVIEW

The layout proposes extension of future collector Cedar Niles Road north of 83rd Street, where it will arc to connect with future 79th Street when 79th Street is improved westward from Mize Boulevard. The proposed subdivision layout includes a total of 434 lots (381 single-family, 53 two-family), 20 tracts, and 13 streets and cul-de-sacs divided into four phases. The development is divided into two areas to separate the single-family lots from the two-family lots, which are divided by a stream and stream buffer zone on Tracts B and C. The portion north of the stream is proposed as 381 single-family lots on 133.52 acres with a density of 2.85 du/ac. Fifty-three two-family lots on 34.82 acres with a density of 3.04 du/ac are proposed south of the stream in the southeast corner of plat.

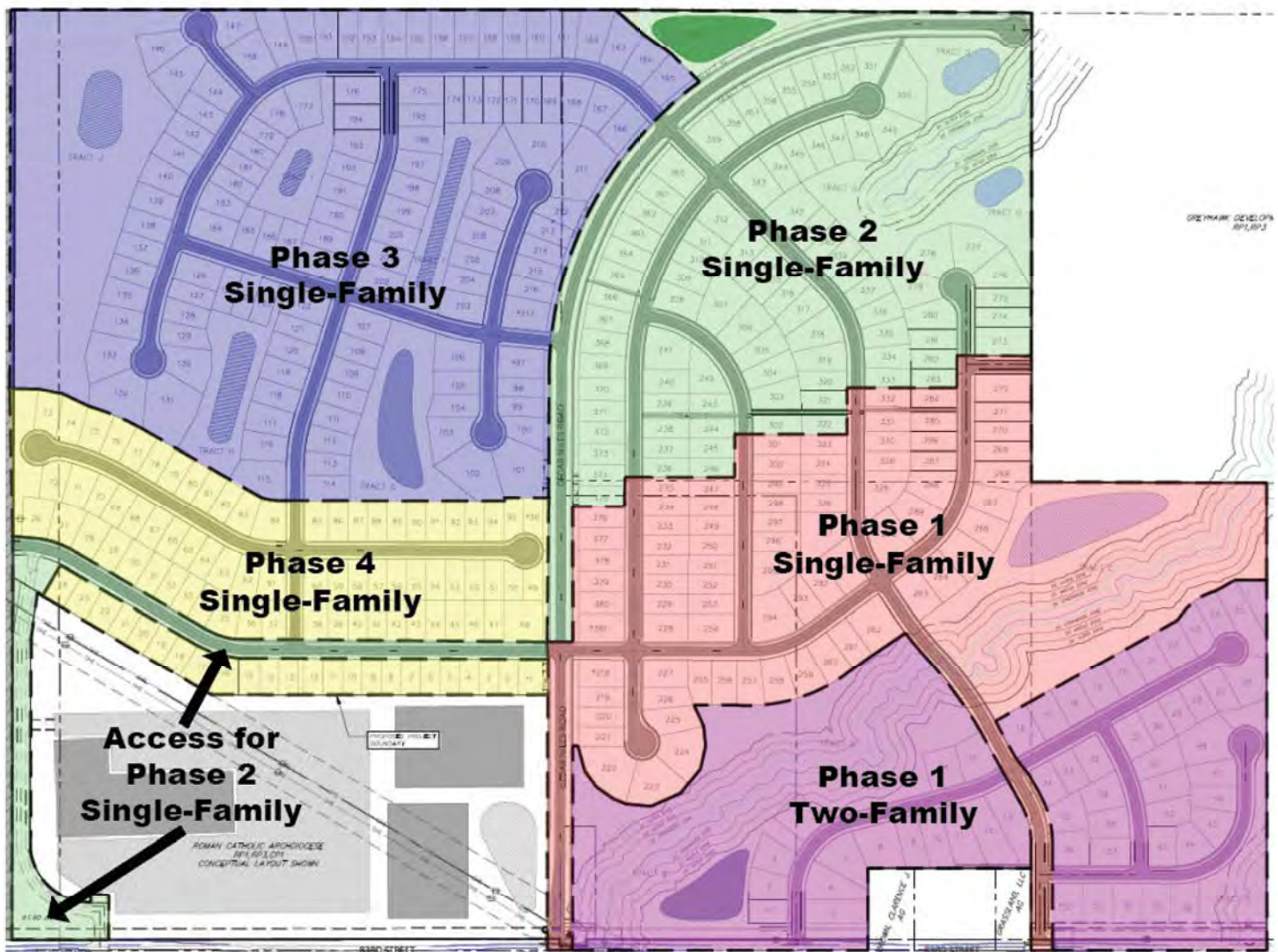


Exhibit 2: Phasing Plan

Phase 1 includes all 53 two-family lots and the 79 single-family lots immediately north of the stream buffer division. Tract A, which houses a separate stream, and Tracts B and C of stream buffer are both included in

phase 1. Tract R provides a mid-block pedestrian connection. Infrastructure to be constructed by the developer with this phase includes two access points off 83rd Street, including the initial section of Cedar Niles Road north of 83rd and a secondary access approximately a quarter mile east into the two-family area.

Phase 2 includes 86 single-family lots north of phase 1 and east of Cedar Niles, as well as expansion of Cedar Niles/ 79th Street and continuation of four streets from Phase 1. Tract D houses stream buffer while Tracts K and O provide landscape buffer areas. Due to fire code access restrictions, an access road along the western portion of the Roman Catholic Archdiocese property must be complete prior to permitting for phase 2.

Phase 3 includes 121 single-family lots at the northwestern corner of the subject site, abutting the City of Shawnee to the north and west of future Cedar Niles Road/79th Street. Tracts F, G, H, I, and J serve stormwater purposes for this phase. Two roadway connections going east from Cedar Niles Road will be constructed by the developer with this phase, with four cul-de-sacs and one through street into the phase 4 area.

Phase 4 is the final phase and includes an additional 95 single-family lots with two cul-de-sacs and a connection east-west to the adjacent future single-family residential subdivision known as Riverbend.

Multiple storm shelters are required because the homes are proposed to be slab-on-grade without standard internal storm shelters. Single-family lots 11, 62, 178, 220, 264, 366 and two-family lot 35 are designated as storm shelter locations and will be developed with a shelter structure for nearby residents instead of being developed with single-family homes. Lot 35 in the two-family area will house a storm shelter. The storm shelters are required because the homes are proposed to be slab-on-grade without internal storm shelters.

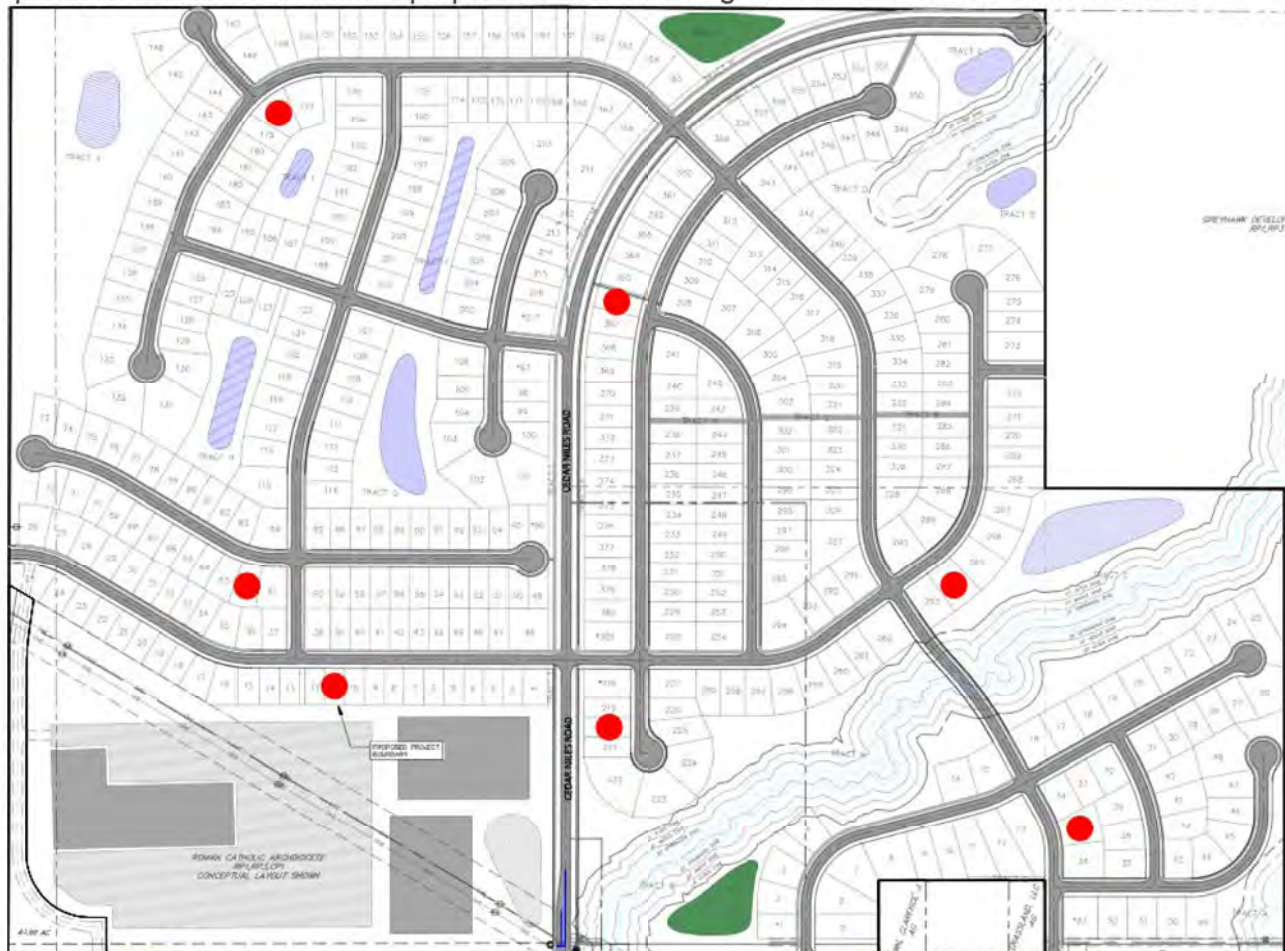


Exhibit 3: Locations of Designated Storm Shelters

Tracts A through J are provided for stormwater detention and BMPs and will be maintained by the Homeowners Association. Park areas are planned for Tracts E and B and additional amenities, such as walking trails, will be provided along the stream. Amenity areas will be owned and maintained by the Homeowners Association. Public rights-of-way and required easements will be dedicated to the City of Lenexa with the final plat.

TABLE 3: TRACTS

Tract	Phase	Purpose	Tract	Phase	Purpose
A	1	Stream buffer	K	1, 2	Landscape buffer
B	1	Stream buffer	L	3, 4	Landscape buffer
C	1	Stream buffer	M	3	Landscape buffer
D	2	Stream buffer and stormwater detention	N	2, 3	Landscape buffer
E	2	Stormwater detention	O	2	Landscape buffer
F	3	Stormwater detention	P	2	Pedestrian connection
G	3	Stormwater detention	Q	2	Pedestrian connection
H	3	Stormwater detention	R	1	Pedestrian connection
I	3	Stormwater detention	S	1	Future access reserve
J	3	Stormwater detention	T	4	Landscape buffer

Pedestrian connectivity is provided through a system of sidewalks and mid-block connections. Sidewalks are provided on both sides of Cedar Niles Road and along one side of minor roads. Pedestrian connections are provided mid-block on the eastern portion of the development where north-south blocks are longer to provide connectivity to the east in the direction of the Mill Creek Middle School. Additionally, a network of trails will be provided in designated stream buffer tracts.

DEVIATIONS

The applicant requested multiple deviations for the proposed development. The intent of the subdivision is to provide moderately sized, ranch style homes with high-quality exterior materials to appeal to a specific market that desires energy-efficient, low-maintenance homes. To achieve low-maintenance and energy-efficient homes, the applicant proposes elevating the exterior architecture beyond minimum design standards by using four-sided stone and brick exteriors and reducing lot sizes for some lots to minimize exterior maintenance needs. The lower infrastructure costs associated with smaller lots allows the applicant to use the higher-quality material while not driving up the overall cost of the home. The proposed reduced lot sizes call for reductions in the required lot size, width, depth, front yard setback, and site area per dwelling unit as listed in Tables 4 and 5.

TABLE 4: RP-1 DEVIATIONS

Deviation	# of Lots Needing Deviation	Requirement	Minimum Proposed	Maximum Difference
Front Yard Setback	381	30 ft	25 ft	-5 ft
Min. Lot Size	182	8,000 sf	5,431 sf *	- 2,569 sf
Min. Lot Width	279	70 ft	55 ft	-15 ft
Min. Corner Lot Width	7	80 ft	70 ft	-10 ft
Min. Lot Depth	28	115 ft	102 ft	-13 ft

TABLE 5: RP-2 DEVIATIONS

Deviation	# of Lots Needing Deviation	Requirement	Minimum Proposed	Maximum Difference
Min. Site Area per Dwelling Unit	32	5,000 sf	3,741 sf	- 1,259 sf
Min. Lot Width	23	80 ft	66 ft	-14 ft

**Note: The preliminary plat shows a requested deviation for 3,220 sf for a minimum lot size of 4,780 sf. Based on the lot area table also provided in the plan set, Staff found the smallest proposed lot to be 5,431 sf and thus suggests a modified request be approved.*

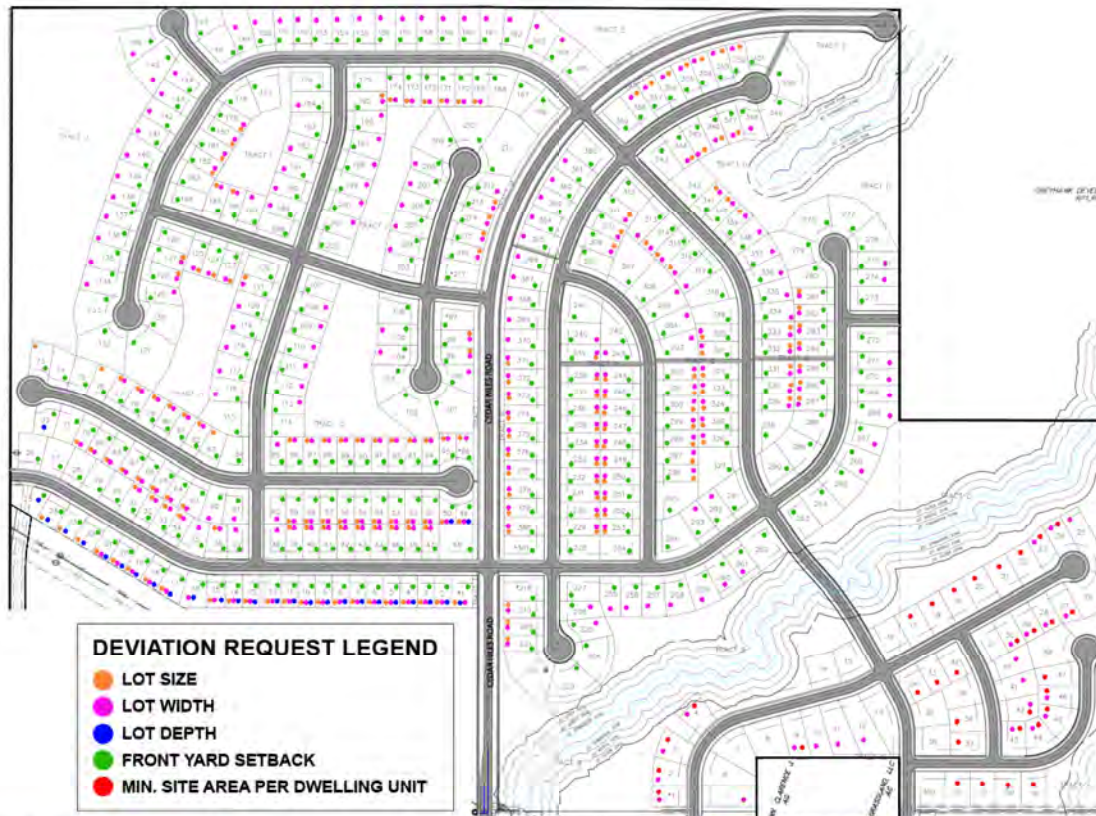


Exhibit 4: Deviation Requests by Lot

The proposal includes a variety of floorplan layouts with an average size of 2,000 square feet and Dwelling Classification E. Two primary styles are proposed for the single-family area: cottage lots and typical single-family lots. The cottage lot floorplans have a footprint of approximately 2,050 square feet and would be placed on the smaller single-family lots, which are Lots 1-96. Typical single-family ranch designs with a footprint between approximately 2,500 square feet and 3,000 square feet will be located on larger lots with greater depth. Staff reviewed the sample layouts to ensure side and rear yard setbacks are met with the proposed layouts.

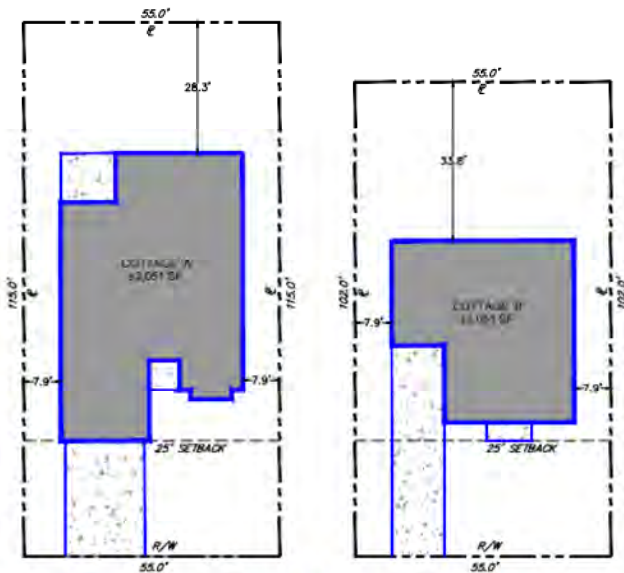


Exhibit 5: Smaller 'cottage' style floorplans of approximately 2,000 SF will be placed on the smaller single-family lots 1-96.

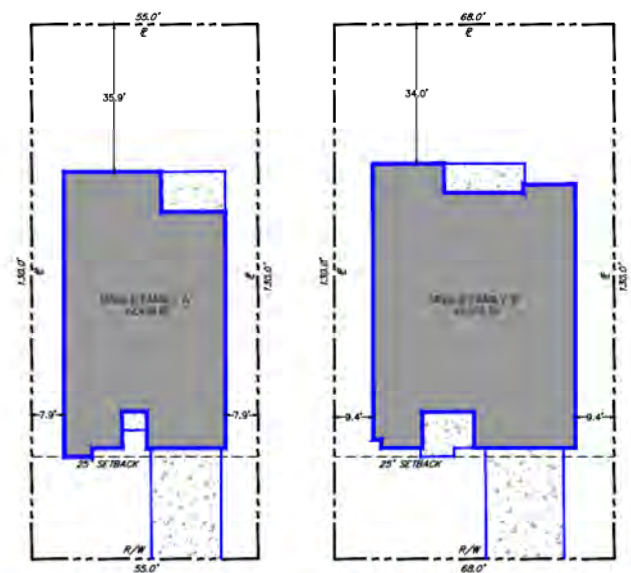


Exhibit 6: A standard ranch-style single family home floorplan of approximately 2,500 to 3,000 SF is proposed for the remaining single-family lots.

Staff worked with the applicant to modify the proposed deviations so that the development meets the applicant's intent of providing a unique product to the housing market while also remaining consistent with the quality development Lenexa is accustomed to with subdivision design. Design modification requested by Staff included greater width along primary corridors, including Cedar Niles Road/79th Street and the east-west through street that will connect to adjacent development. Staff also worked with the applicant to reduce the intensity of deviations requested, both in total quantity of deviations and degree of deviations proposed. This resulted in an overall reduction of the proposed number of single-family lots from 394 lots in the initial version of the plan to the currently proposed 381 lots.

A recently approved development south of the subject property, Stone Ridge, located at the southwest corner of 83rd and Cedar Niles Road received similar deviations for lot width, corner lot width, front yard setback, and lot area on many of the 105 approved lots.

★ **Discussion Item: The Planning Commission must consider the requested deviations for front yard setback, lot size, lot width, corner lot width, lot depth, and minimum site area per dwelling unit.**

ARCHITECTURE



Exhibit 7: Sample architectural style



Exhibit 8: Sample architectural style



Exhibit 9: Sample brick material



Exhibit 10: Sample brick material

Proposed elevations of the homes include use of brick and masonry materials. The proposed homes are slab-on-grade and do not offer a basement. Architectural details include front facing garages and covered entrances.

LANDSCAPING

Landscaping buffers are required for residential uses adjacent to arterial roads. This requirement applies to 83rd Street and Cedar Niles Road/79th Street. A tract of land for landscape buffering is provided and includes a black steel buffer fence. Street trees along all streets are required at a rate of 1 tree per 40 linear feet of street frontage. Two additional deciduous trees are to be provided per lot. The proposed development is capable of meeting landscaping and buffering requirements.

REVIEW PROCESS

- This project requires a recommendation from the Planning Commission and final approval by the City Council. Pending a recommendation from the Planning Commission, the project is tentatively scheduled for consideration from the City Council on February 7, 2023.
- The applicant should inquire about additional City requirements, such as permits and development fees.

RECOMMENDATION FROM PROFESSIONAL STAFF

★ Conduct a Public Hearing.

★ Staff recommends approval of the proposed rezoning and preliminary plat for Stone Ridge North.

- This application supports the following goal from Vision 2040:
 - Vibrant Neighborhoods

REZONING

Staff recommends **approval** for rezoning property from AG, RP-1, NP-O, and CP-1 to RP-1 and RP-2 for RZ22-05 – **Stone Ridge North** located north of 83rd Street near Cedar Niles Road, for a single-family and two-family residential subdivision.

PRELIMINARY PLAT

Staff recommends **approval** of the preliminary plat for PT22-01P – **Stone Ridge North** located north of 83rd Street near Cedar Niles Road, for a single-family and two-family residential subdivision, with the following deviations from the Unified Development Code:

1. Lot width, lot depth, lot area, corner lot width, and front yard setback in the RP-1 Zoning District as noted within the Staff Report and the proposed plans.
2. Lot width and lot area in the RP-2 Zoning District as noted within the Staff Report and the proposed plans.



- LEGEND**
- EXISTING CONTOUR
 - PROPOSED CONTOUR
 - EXISTING SANITARY
 - PROPOSED SANITARY
 - EXISTING WATER
 - PROPOSED WATER
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - EXISTING BUILDING LINE
 - PROPOSED BUILDING LINE
 - EXISTING RIGHT-OF-WAY
 - PROPOSED RIGHT-OF-WAY
 - PROPERTY LINE



Milburn Civil Engineering, LLC
 MILBURN CIVIL ENGINEERING, LLC
 33135 W 85th ST
 SCOTT, KS 66018
 913-583-0367

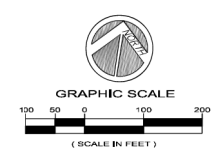


STONE RIDGE NORTH
PRELIMINARY PLAT
 83RD ST & CEDAR NILES RD
 LENEXA, KS 66227

DATE	12/29/2022
DRAWN BY	AK
CHECKED BY	ME
REVISIONS	REVISIONS

PRELIMINARY PLAT
 PHASE 1

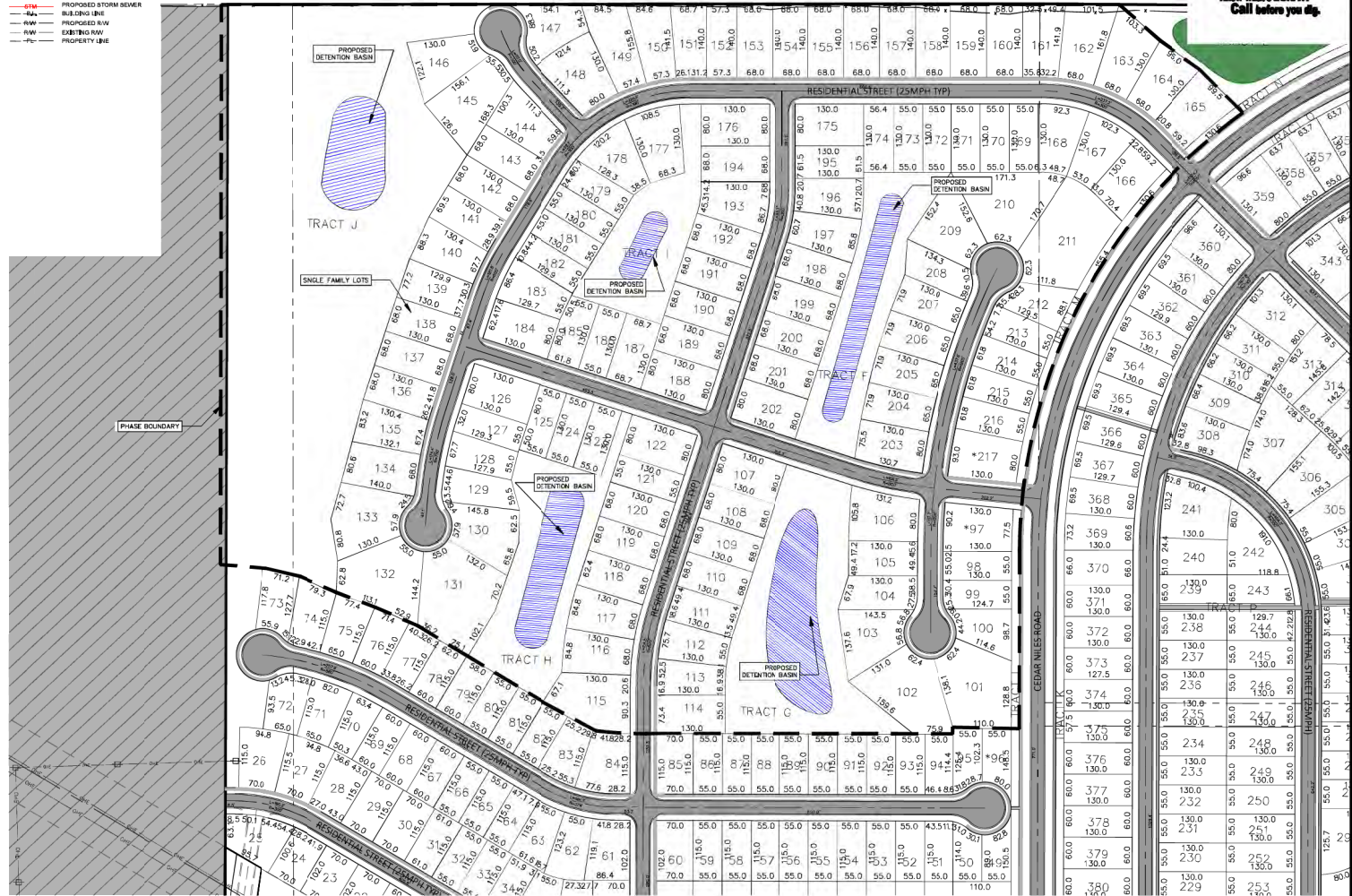
C105



PRELIMINARY-NOT FOR CONSTRUCTION

Dec. 23, 2022 - 11:14 am - USER: mrsawell
C:\Users\mrsawell\OneDrive\Documents\Stone Ridge North\Stone Ridge North.dwg

- LEGEND**
- EXISTING CONTOUR
 - PROPOSED CONTOUR
 - PROPOSED SANITARY
 - EXISTING SANITARY
 - PROPOSED WATER
 - EXISTING WATER
 - PROPOSED STORM SEWER
 - BUILDING LINE
 - PROPOSED R/W
 - EXISTING R/W
 - PROPERTY LINE



Milburn Civil Engineering, LLC
MILBURN CIVIL ENGINEERING, LLC
32135 W 85th ST
OVERLAND PARK, KS 66208
913-583-0367



STONE RIDGE NORTH
PRELIMINARY PLAT
83RD ST & CEDAR NILES RD
LENEXA, KS 66227

DATE: 12/23/2022
DESIGNED BY: MRS
CHECKED BY: MRS

REVISIONS: _____
REVISIONS: _____
REVISIONS: _____
REVISIONS: _____

PRELIMINARY PLAT
PHASE 3



GRAPHIC SCALE
0 50 100 200
(SCALE IN FEET)

PRELIMINARY-NOT FOR CONSTRUCTION

C107

10. Stone Ridge North - Consideration of rezoning and a preliminary plat for property located at the northeast corner of W. 83rd Street & Cedar Niles Road.

Consideration for rezoning property from the NP-O, Planned Neighborhood Office, RP-1, Planned Residential (Low Density), CP-1, Planned Neighborhood Commercial, and AG, Agricultural, Zoning Districts to the RP-2, Planned Residential (Intermediate Density) and RP-1, Planned Residential (Low Density), Zoning Districts. RZ22-05

Consideration of a preliminary plat for the development of 381 single-family and 53 two-family residential lots on 168.35 acres. PT22-01P

APPLICANT PRESENTATION:

Austin Chamberlin of Arise Homes presented information about the proposed project. He provided a map showing several of their developments. He displayed a graphic of the site plan. The site is 168 acres and includes 381 dwellings. They worked with the Catholic Church to relocate them closer to 83rd and Cedar Niles. There may be a school and church there in the future.

Justin Milburn of Milburn Civil Engineering said that they had been working with staff for over a year. He thanked staff for their time and patience while working with them on the plan. He said that they request rezoning and approval of a preliminary plat. The rezoning request is for RP-1 and RP-2 for single-family and multi-family development. There will be street and utility improvements. Cedar Niles curves into Future 79th Street. There are multiple tracts for open space, stream buffers, detention, and BMPs. There are three access points along 83rd Street. The third connection, west of the church site, will not be necessary if other connections to adjacent developments are completed before the later phases. There have been seven to eight revisions of the plan throughout the design phase. They have talked to developers on both sides of the site. They worked with staff on the alignment of Cedar Niles and 79th Street. They also coordinated with Shawnee on the alignment in the northwest corner. They request approval of the rezoning and preliminary plan. He asked that the following additional comments be added for the record:

On page 6 of the Staff Report, they would like to include within the language that the improvements will be based on the approved traffic study they have presented to the city. Also, on page 8 of the Staff Report, they would like to add that if any of the additional connections at the specific points are not connected prior to beginning construction of phase two, the fire access lane will not be required.

Austin Chamberlin discussed the architecture and the requested deviations for front yard setback and lot width because of how they build and design their homes. He said there are no requests for side and rear yard deviations. They design all of the homes as single-story ranches. The average lot size is 8,868 square feet. Narrower lots result in savings of 20 to 30% on infrastructure and maintenance. The architecture is full brick and stone masonry and is virtually maintenance-free exterior around the home. They have a 1,350-point checklist for each home and four to five people build one home. The homes have a 10-year warranty. The twin homes range from 1,200-1,700 square feet.

Chairman Poss asked Justin Milburn to clarify his comments about the Staff Report. Mr. Milburn said the first paragraph on page 8 says "Due to code, fire code access restrictions, and access road along the western portion of the Roman Catholic Archdiocese property must be complete prior to permitting for phase two". What he was getting at was if there are additional connections at Future 79th Street, the connection to the east that goes over to Mise and the connection to the west prior to phase two, the access road is not needed. After Chairman Poss reread the statement from the report he asked Tim Collins if that was the intent. Tim Collins replied yes, they just need to have appropriate access. Chairman Poss then asked Tim Collins about page 6. That if any improvements at 83rd Street that are based upon their traffic study that was completed in July of 2022, it would be generally accepted. Tim Collins replied correct, that is why the

language was added to the report so that is properly designed. Stephanie Kisler said she wanted to clarify the point made concerning the access roads. The reason it is in the report as a phase two item is because the applicant does not have control over those other roads being extended to the east, but they would have control over the extension along the west property line through the Roman Catholic Archdiocese property.

STAFF PRESENTATION:

Kim Portillo presented the Staff Report. She noted the request is for a single-family and two-family residential subdivision. She noted the rezoning considerations after showing an image of the site location within the City limits. She displayed a graphic showing the plat in black and white. The next graphic displayed the density calculation and a table of the calculation. The RP-1 property is 2.85 dwelling units per acre and the RP-2 property is 3.04 dwelling units per acre and the overall development density is 2.89 dwelling units per acre. She discussed the deviation requests. The requests include front yard setback, minimum lot size, minimum lot width, minimum corner lot width, minimum lot depth, and minimum site area per dwelling unit. Staff did take into consideration that the applicant is providing a unique product in Lenexa and there is considerable open space within the site. She showed a graphic of where the deviations are requested. She provided a graphic of the phasing plan and explained the different phases. The next slide included pedestrian connections. She provided context of the surrounding area and how the nearby developments interact with the site. She pointed out areas where there are sidewalks through the development. The next slide highlighted the location of the various storm shelters proposed for the subdivision.

She displayed a graphic of the access points along 83rd Street. Tim Collins noted the middle access point shown on the street will only be right-in-right-out and includes a “pork chop” island to direct traffic movements.

Kim Portillo displayed an sample image of the architecture and noted the four-sided architecture and quality materials. She noted that staff recommends approval of the rezoning and preliminary plat.

PUBLIC HEARING:

Chairman Poss **OPENED** the Public Hearing and asked if anyone wished to speak on this item. Hearing no comments from the public, Chairman Poss entertained a motion to **CLOSE** the Public Hearing. Moved by Commissioner Handley, seconded by Commissioner Burson, and carried by a unanimous voice vote.

PLANNING COMMISSION DISCUSSION:

Commissioner Horine asked the applicant about the amenity area shown on their maps by the two-family area. He asked what that amenity area was and asked if that was the only area for amenities. Austin Chamberlin said that they would distinguish more details about amenities during the final plan phase and they intend to carve out more space for amenities. Commissioner Horine said he appreciated that the small lots still had about 16' between houses. He asked what the storm shelter house would look like. Mr. Chamberlin said there are options for in-home shelters, but the standalone shelters will appear in-kind to the other home structures. Commissioner Horine noted that page 11 of the Staff Report shows floor plans and asked if they were accurate. Mr. Chamberlin said those are not correct and they have some 1,500 square foot plans selling elsewhere now.

Commissioner Harber asked about pedestrian cut throughs on the west side. Scott McCullough noted that code requires breaks for connections. He added that staff was also looking at destination points to connect to.

Commissioner Leib said he had concerns originally but also noted that other developments that the applicant has done in Lenexa are unique and successful. He appreciated that the applicant worked with staff to get to this point and that staff is supportive. This is the third or fourth project the Commission has

seen in the last six months. He asked about when 83rd Street will be improved. Tim Collins said he can't tell when all of the projects along 83rd Street will develop and the road improvements will be needed. He anticipates an incremental improvement due to the cost of the improvements to 83rd Street. Intersection improvements will likely be first. As developments are realized it will push 83rd Street closer to capacity. Commissioner Leib asked for clarification for incremental improvements. Tim Collins said the City will take a look and see what is needed as development progresses. Commissioner Leib said he is supportive of the project.

Commissioner Macke had concerns when she looked at the development plans originally but is now supportive of the plans after learning more. She likes the type of new development coming to Lenexa.

Chairman Poss echos the thoughts from other commissioners and said he also had concerns about the deviations prior to the discussion. He appreciated the graphics and explanation of the density calculations. He is supportive of the project.

MOTION:

Chairman Poss entertained a motion to recommend **APPROVAL** for rezoning property from AG, RP-1, NP-O, and CP-1 to RP-1 and RP-2 for **Stone Ridge North** located north of 83rd Street near Cedar Niles Road.

Moved by Commissioner Leib, seconded by Commissioner Horine, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to recommend **APPROVAL** of the preliminary plat for **Stone Ridge North** located north of 83rd Street near Cedar Niles Road in the proposed RP-1 and RP-2 Zoning Districts with the following deviations:

1. Lot width, lot depth, lot area, corner lot width, and front yard setback in the RP-1 Zoning District as noted within the Staff Report and the proposed plans.
2. Lot width and lot area in the RP-2 Zoning District as noted within the Staff Report and the proposed plans

Moved by Commissioner Harber, seconded by Commissioner Woolf, and carried by a unanimous voice vote.

RZ 22-05

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY LOCATED AT APPROXIMATELY THE NORTHEAST CORNER OF W 83RD STREET AND CEDAR NILES ROAD IN LENEXA, KANSAS FROM THE AG AGRICULTURAL, RP-1 PLANNED RESIDENTIAL SINGLE FAMILY (LOW-DENSITY), NP-O PLANNED NEIGHBORHOOD OFFICE, AND CP-1 PLANNED NEIGHBORHOOD COMMERCIAL ZONING DISTRICTS TO THE RP-1 PLANNED RESIDENTIAL SINGLE FAMILY (LOW-DENSITY) AND RP-2 PLANNED RESIDENTIAL (INTERMEDIATE DENSITY) ZONING DISTRICTS.

WHEREAS, on June 27, 2022, Justin Milburn, agent for Alpha Venture, LLC, and Cedar Niles Estates, LLC, owner of record, filed a request to rezone property located approximately at the northeast corner of W. 83rd Street and Cedar Niles Road in Lenexa, Kansas (the "Property") from the AG Agricultural, RP-1 Planned Residential Single Family (Low-Density), NP-O Planned Neighborhood Office, and CP-1 Planned Neighborhood Commercial Zoning Districts to the RP-1 Planned Residential Single Family (Low-Density) and RP-2 Planned Residential (Intermediate Density) Zoning Districts; and

WHEREAS, on January 9, 2023, the Lenexa Planning Commission held a public hearing to hear the rezoning request. Notice for the public hearing was provided in accordance with K.S.A. 12-757, and

WHEREAS, the Lenexa Planning Commission recommended approval of said rezoning, as reflected in the minute record for said meeting; and

WHEREAS, on February 7, 2023, the Governing Body considered the rezoning request and Planning Commission recommendation, as reflected in the minute record for said meeting; and

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

SECTION ONE: The real estate hereinafter described, now zoned AG Agricultural, RP-1 Planned residential Single Family (Low Density), NP-O Planned Neighborhood Office, and CP-1 Planned Neighborhood Commercial Zoning Districts, as reflected in the minute record of the February 7, 2023, Governing Body meeting, to wit:

The following property is rezoned to RP-1 Planned Residential Single Family (Low Density)

A tract of land being part of the Northwest Quarter, Section 29, and the Northeast Quarter Section 30, Township 12 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner, of the Northwest Quarter, of said Section 29; Thence North 88°24'00" East, along the North line of said Northwest Quarter, 1324.38 feet, to the Northwest Corner of the Northeast Quarter of said Northwest Quarter; Thence South 01°56'52" East, along the East line of said Northwest Quarter, 316.22 feet, to the Point of Beginning; Thence South 01°56'52" East, along said West line 1008.71 feet, to the Northwest corner of the Southeast Quarter of said Northwest Quarter; Thence North 88°13'10" East, along the North line of said Southeast Quarter, 663.65 feet, to the Northeast Corner of the West half of the Southeast Quarter of said Northwest Quarter; Thence South 65°41'35" West, 978.55 feet; Thence South 52°04'19" West, 1301.86 feet; Thence South 01°49'16" East, 98.48 feet; Thence South 88°02'23" West, 35.00 feet, to the West line of said Northwest Quarter; Thence South 01°49'16" East, along said West line 87.70 feet, to the South line of said Northwest Quarter; Thence, South 88°01'17" West, along the South line of the Northeast Quarter of said Section 30, 64.92 feet; Thence North 01°50'30" West, 230.00 feet; Thence North 88°10'44" East, 30.00 feet; Thence North 01°49'16" West, 1546.09 feet; Thence North 88°10'44" East, 70.00 feet; Thence North 01°50'06" West, 558.10 feet; Thence North 88°03'08" East, 1290.21 feet, to the Point of Beginning.

The following property is rezoned to RP-2 Planned Residential Single Family (Low Density)

A tract of land being part of the Northwest Quarter of Section 29, Township 12 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 29; Thence South 02°04'31" East, along the East line of said Northwest Quarter, 1320.77 feet; Thence South 88°13'10" West, along the South line of the Northeast Quarter of said Northwest Quarter, 663.65 feet, to the Point of Beginning; Thence South 02°00'41" East, along the East line of the West half of the Southeast Quarter of said Northwest Quarter, 1322.85 feet, to the South line of said Northwest Quarter; Thence South 88°02'23" West, along said South line, 665.12 feet, to the Southeast corner, of the Southwest Quarter, of said Northwest Quarter; Thence North 01°56'52" West, 235.00 feet; Thence South 88°02'23" West, 461.00 feet; Thence South 01°56'58" East, 235.00 feet to said South line of said Northwest Quarter; Thence South 88°02'23" West, along said South line, 794.17 feet; Thence North 01°57'37" West, 30.00 feet; Thence North 01°49'16" West, 30.00 feet; Thence North 51°53'31" West, 43.03 feet; Thence South 88°02'23" West, 7.00 feet; Thence North 01°49'16" West, 98.48 feet; Thence North 52°04'19" East, 1301.86 feet; Thence North 65°41'35" East, 978.55 feet, to the Point of Beginning.

SECTION TWO: The Community Development Director is hereby directed to amend the series of maps entitled "Official Copy Zoning District Map of the City of Lenexa" as adopted by the City via City Code Section 4-1-A-6(A) in accordance with said rezoning.

SECTION THREE: This Ordinance shall be construed as follows:

- A. Liberal Construction. This Ordinance shall be liberally construed to effectively carry out its purposes that are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.
- B. Savings Clause. The repeal of any ordinance or code section, as provided herein, shall not affect any rights acquired, fines, penalties, forfeitures or liabilities incurred thereunder, or any action or proceeding commenced under or by virtue of the ordinance or code section repealed. Any ordinance or code section repealed continues in force and effect after the passage, approval, and publications of this Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities and proceedings.
- C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion, or part of this Ordinance, or the application thereof to any person or circumstance is declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance, the Lenexa City Code, or other ordinances.

SECTION FOUR: This Ordinance shall take effect after publication of an ordinance summary in the City's official newspaper as provided by State law.

PASSED by the Governing Body February 7, 2023.

SIGNED by the Mayor February 7, 2023.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Steven D. Shrout, Assistant City Attorney II



**CITY COUNCIL
MEMORANDUM**

ITEM 11

SUBJECT: Consideration of rezoning and a companion concept plan for Cedar Canyon West, located at the northeast corner of Canyon Creek Boulevard & K-10 Highway

CONTACT: Stephanie Kisler, Planning & Development Administrator

DATE: February 7, 2023

ACTION NEEDED:

- a. Pass an ordinance rezoning the subject property from the AG, Agricultural and CP-2, Planned Community Commercial Zoning Districts to the CP-2, Planned Community Commercial; RP-2, Planned Residential (Intermediate-Density); RP-4, Planned Residential (High-Density); CP-O, Planned General Office; and BP-2, Planned Manufacturing, Zoning Districts; and
- b. Approve a companion concept plan for Cedar Canyon West.

APPLICANT & DESIGN PROFESSIONAL:

Dan Foster, Schlagel Associates

OWNER:

Speedway II, LLC

PROPERTY LOCATION/ADDRESS:

Located at the northeast corner of Canyon Creek Boulevard & K-10 Highway

PROJECT BACKGROUND/DESCRIPTION:

The site is located on the northeast corner of the K-10 Highway & Canyon Creek Boulevard interchange. K-10 Highway is along the south boundary, Canyon Creek Boulevard is along the west boundary, future 99th Street is along the north boundary, and future Clare Road is along the east boundary. The site is currently comprised of six complete parcels and portions of three other parcels for an approximate 112 acres. The 7.2-acre parcel located in the southwest corner is zoned CP-2, Planned Community Commercial. The 0.58-acre parcel located in the northwest corner is zoned CP-2 and is the future right-of-way for 101st Street. The remainder of the site is zoned AG, Agricultural.

The proposed Cedar Canyon West development includes two-family residential, multi-family residential, commercial, office, and business park uses. The project includes one rezoning application and one concept plan application reflecting seven sub-area projects. Concept plans do not show actual building outlines but provide general information about the distribution of land uses and the overall maximum density or square footage of a proposed development. The applicant must submit a preliminary plan and final plan for future development within the project area prior to construction.

The submitted plan shows the layout for the future transportation network, including the construction of three new road segments: Future 101st Street, Future 99th Street, and Future Clare Road. A traffic study shall be submitted with the preliminary development plan. The final design for the public streets will be based on the traffic study recommendations. With preliminary plan approval, the applicant will be required to show a phasing plan indicating which sections of 101st Street, 99th Street, and Clare Road are to be

completed with, or prior to, the phase.

Overall, while consisting of many different components, staff believes that the proposed concept plan for the site provides a positive and diverse mix of uses that better serve the community than the Comprehensive Plan's current designation of the entirety of the area as Office, Research and Development. The conceptual site plan is designed around existing natural features and stream buffer. Staff believes that the proposed concept plan provides a variety of commercial, retail, and office uses that meet a need for these land uses in western Lenexa. The seven individual tracts are analyzed in depth in the Staff Report. Staff is supportive of the concept plan. The Planning Commission conducted a public hearing for said applications on November 7, 2022 and submitted its recommendation for approval of all applications to the City Council.

Remand Summary

After staff presentation, applicant presentation, and public comment on the applications on December 6, 2022, the City Council voted unanimously to return both applications to the Planning Commission for further discussion, review, and consideration of the following specific items related to the project:

- Discuss and consider whether the applicant's proposed density and concept plan for the multi-family residential component of the development, known as Tract 4, could be accommodated by a lesser zoning district, particularly the RP-4 District.
- Discuss truck traffic as it relates to the business park/industrial component of the development, known as Tract 7, and whether the concept plan should include a condition that this proposed land use is supportable only if/when appropriate street infrastructure and truck routes are available to serve the project.
- Discuss whether the interchange of Clare Road & K-10 Highway will be necessary to support the project.

Tract 4 - Zoning District Analysis

Tract 4 was submitted as a request for rezoning to RP-5 when the proposed density of just over 13 du/acre falls within the RP-4 density range. The applicant represented that rezoning to the RP-5 Zoning District was proposed because it provided greater building height allowance and the applicant anticipates two buildings will exceed the RP-4 height limitations due to the topography of the site. At the City Council meeting, an alternative was discussed that would alter Tract 4's rezoning request from RP-5 to RP-4 to align better with the density range of RP-4 and be paired with a height deviation to mitigate the applicant's concern about the maximum height limitations within the RP-4 Zoning District. The applicant subsequently revised the rezoning request and concept plan to align with the City Council's direction.

The applicant requests RP-4 zoning for Tract 4 with a height deviation to allow two buildings to exceed the maximum allowable height in the RP-4 Zoning District. The increase in height would only apply to the east portion of two buildings near the southeast corner of Tract 4. The maximum proposed building height for these two buildings is 48 feet (4 stories). The buildings would be split with three stories on the west side and four stories on the east side. The Planning Commission was supportive of the request.

Tract 7 - Truck Traffic Analysis

The issue at hand is whether a condition should be attached to the concept plan for Tract 7, which reflects heavy truck warehousing/logistics uses, that prohibits development until the Clare Road & K-10 Highway interchange is constructed or at least inevitable. All development must meet minimum street standards and

Tract 7 is no exception. Trucks are typically assigned to main arterial streets for the most direct route to the state highway system. Staff provided an exhibit showing the various ways that trucks could navigate to either K-7 Highway or K-10 Highway with and without a future interchange at Clare Road & K-10 Highway. Staff proposed the following condition, which the Commissioners supported:

1. The potential land uses for Tract 7 may generate heavy truck traffic that may require the construction of the Clare Road & K-10 Highway interchange. Any preliminary plan application for Tract 7 shall be accompanied by a traffic study and engineering review that reflects the amount and distribution of trucks on the City's street network so that a determination can be made regarding the impact to the City's street network, uses along the network, and the necessity of the Clare Road & K-10 Highway interchange.

STAFF RECOMMENDATION:

Passage of the ordinance and approval of the concept plan.

PLANNING COMMISSION ACTION:

This item was considered at the January 9, 2023 Planning Commission meeting. This item did not include a public hearing; however, Chairman Poss asked if anyone in the audience wished to speak on the matter. Two residents spoke and expressed concerns about it being too soon in the process to grant a deviation for building height on Tract 4 and concern about truck traffic from Tract 7. Commissioners discussed support of the multi-family residential development on Tract 4 along with the rezoning to RP-4 and the building height deviation request. Commissioners supported staff's recommended condition regarding a traffic study for Tract 7 and said that certain uses may not be viable for the site prior to construction of the Clare Road interchange at K-10 Highway.

Chairman Poss entertained a motion to recommend **APPROVAL** for rezoning property from AG and CP-2 to CP-2, RP-2, RP-4, CP-O and BP-2 for Cedar Canyon West, located at the northeast corner of Canyon Creek Boulevard & K-10 Highway.

Moved by Commissioner Horine, seconded by Commissioner Burson, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to recommend **APPROVAL** of the concept plan for Cedar Canyon West, located at the northeast corner of Canyon Creek Boulevard & K-10 Highway in the proposed CP-2, RP-2, RP-4, CP-O and BP-2 Zoning Districts with the following deviation:

1. A building height deviation for the two easternmost buildings of Tract 4 to allow a maximum height of 48 feet (four stories) on the east sides of the buildings.

And the following condition:

1. The potential land uses for Tract 7 may generate heavy truck traffic that may require the construction of the Clare Road & K-10 Highway interchange. Any preliminary plan application for Tract 7 shall be accompanied by a traffic study and engineering review that reflects the amount and distribution of trucks on the City's street network so that a determination can be made regarding the impact to the City's street network, uses along the network, and the necessity of the Clare Road & K-10 Highway interchange.

Moved by Commissioner Leib, seconded by Commissioner Harber, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

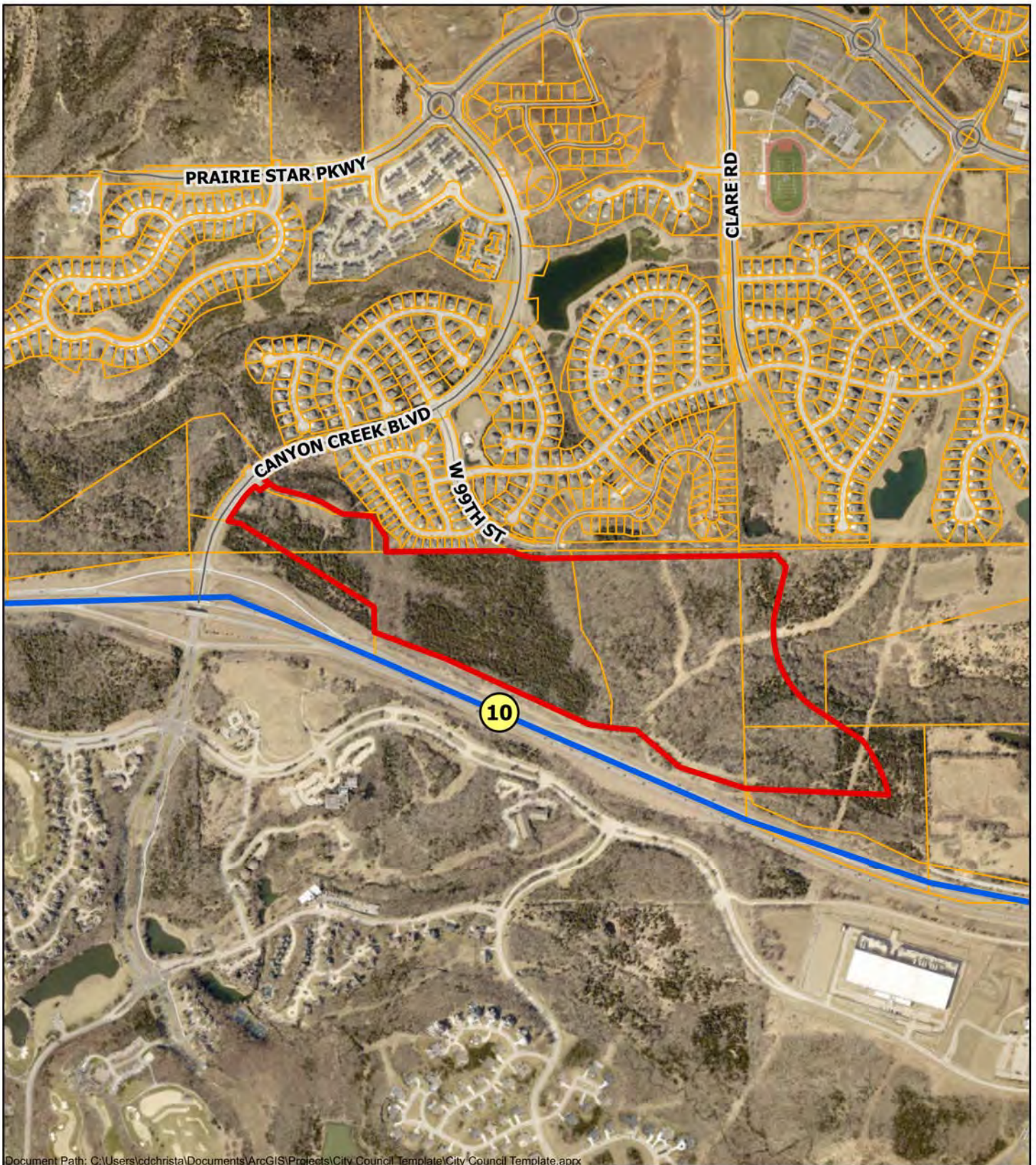
Vibrant Neighborhoods

Guiding Principles

Responsible Economic Development

ATTACHMENTS

1. Map
2. PC Staff Report and Exhibits
3. Exhibit - Deviation
4. Exhibit - Potential Truck Traffic Routes
5. PC Draft Minutes Excerpt
6. Ordinance



Document Path: C:\Users\cdchrista\Documents\ArcGIS\Projects\City Council Template\City Council Template.aprx

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

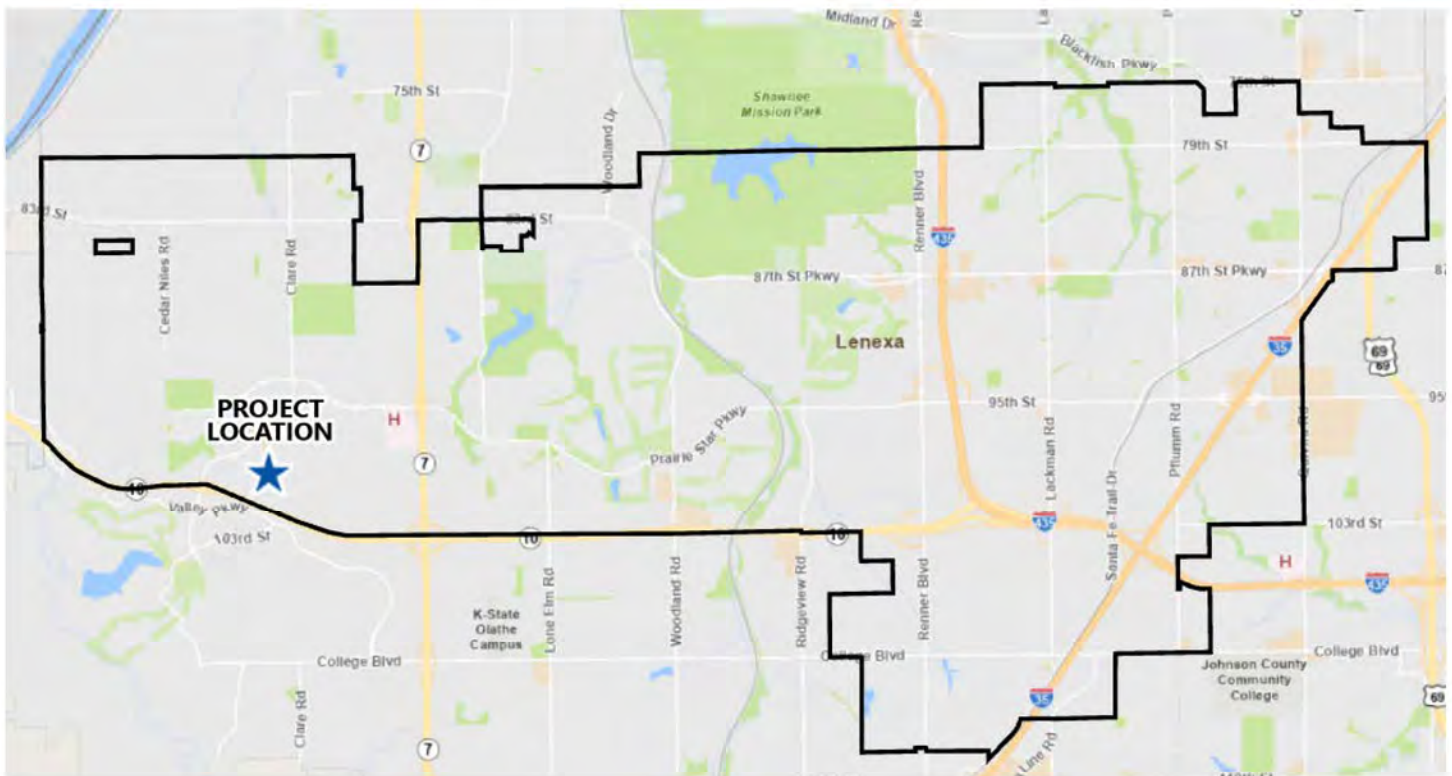
Cedar Canyon West RZ22-09 & PL22-04CP



0 500 1,000 2,000 Feet

CEDAR CANYON WEST

Project #:	RZ22-09 & PL22-04CP	Location:	Northeast corner of Canyon Creek Boulevard and K-10 Highway
Applicant:	Dan Foster, Schlagel & Associates	Project Type:	Rezoning/Concept Plan
Staff Planner:	Christa McGaha, AICP	Proposed Use:	Commercial, Residential, and Industrial



REMAND SUMMARY

The Lenexa Planning Commission completed a public hearing for said applications on November 7, 2022 and submitted its recommendation for approval of all applications to the City Council. After a staff presentation, applicant presentation, and public comment on the applications on December 6, 2022, the City Council voted unanimously to return both applications to the Planning Commission for further discussion, review, and consideration of the following specific items related to the project:

1. Discuss and consider whether the applicant's proposed density and concept plan for the multi-family residential component of the development, known as Tract 4, could be accommodated by a lesser zoning district, particularly the RP-4 District; and
2. Discuss truck traffic as it relates to the business park/industrial component of the development, known as Tract 7, and whether the concept plan should include a condition that this proposed land use is supportable only if/when appropriate street infrastructure and truck routes are available to serve the project. Specifically discuss whether the interchange of Clare Road and K-10 Highway will be necessary to support the project.

STAFF RECOMMENDATION: APPROVAL

PROPOSED CHANGES TO TRACT 4

The issue at hand is that Tract 4 was submitted as a request for rezoning to RP-5 when the proposed density of just over 13 du/acre falls within the RP-4 density range. The applicant represented that the RP-5 Zoning District was proposed because it provided greater building height allowance and the applicant anticipates two buildings will exceed the RP-4 height limitations due to the topography of the site. At the City Council meeting, an alternative was discussed that would alter Tract 4's rezoning request from RP-5 to RP-4 to align better with the density range of RP-4 and be paired with a height deviation to mitigate the applicant's concern about the maximum height limitations within the RP-4 Zoning District. The applicant appeared to be in agreement with returning the application to the Planning Commission and subsequently revised the rezoning request and concept plan to align with the City Council's direction.

TABLE 1: COMPARISON OF SUBMITTALS FOR TRACT 4

Site Information	Original Submittal	Current Remand Submittal
Proposed Zoning	RP-5	RP-4
Maximum Building Height	48 ft	35 ft and a deviation for two buildings to have 3-4 stories and a maximum height of up to 48 ft
Number of Dwelling Units	276-300	300
Proposed Density	Approx. 12.02 - 13 du/ac	13.07 du/ac

DEVIATION

The applicant requests a height deviation to allow two buildings to exceed the maximum allowable height in the RP-4 Zoning District. The increase in height would only apply to the east portion of two buildings near the southeast corner of Tract 4. The maximum proposed building height for these two buildings is 48 feet (4 stories). The buildings would be split with three stories on the west side and four stories on the east side.



Exhibit 1: Updated Site Plan for Tract 4 Showing Proposed Four-Story Height Deviations (Orange)

TRUCK TRAFFIC ANALYSIS FOR TRACT 7

The issue at hand is whether a condition should be attached to the concept plan for Tract 7, which reflects heavy truck warehousing/logistics uses, that prohibits development until the Clare Road/K-10 Highway interchange is constructed or at least inevitable.

All development must meet minimum street standards and Tract 7 is no exception. Trucks are typically assigned to main arterial streets for the most direct route to the state highway system. The following exhibit reflects the various ways that trucks could navigate to either K-7 Highway or K-10 Highway with and without a future interchange at Clare Road and K-10.

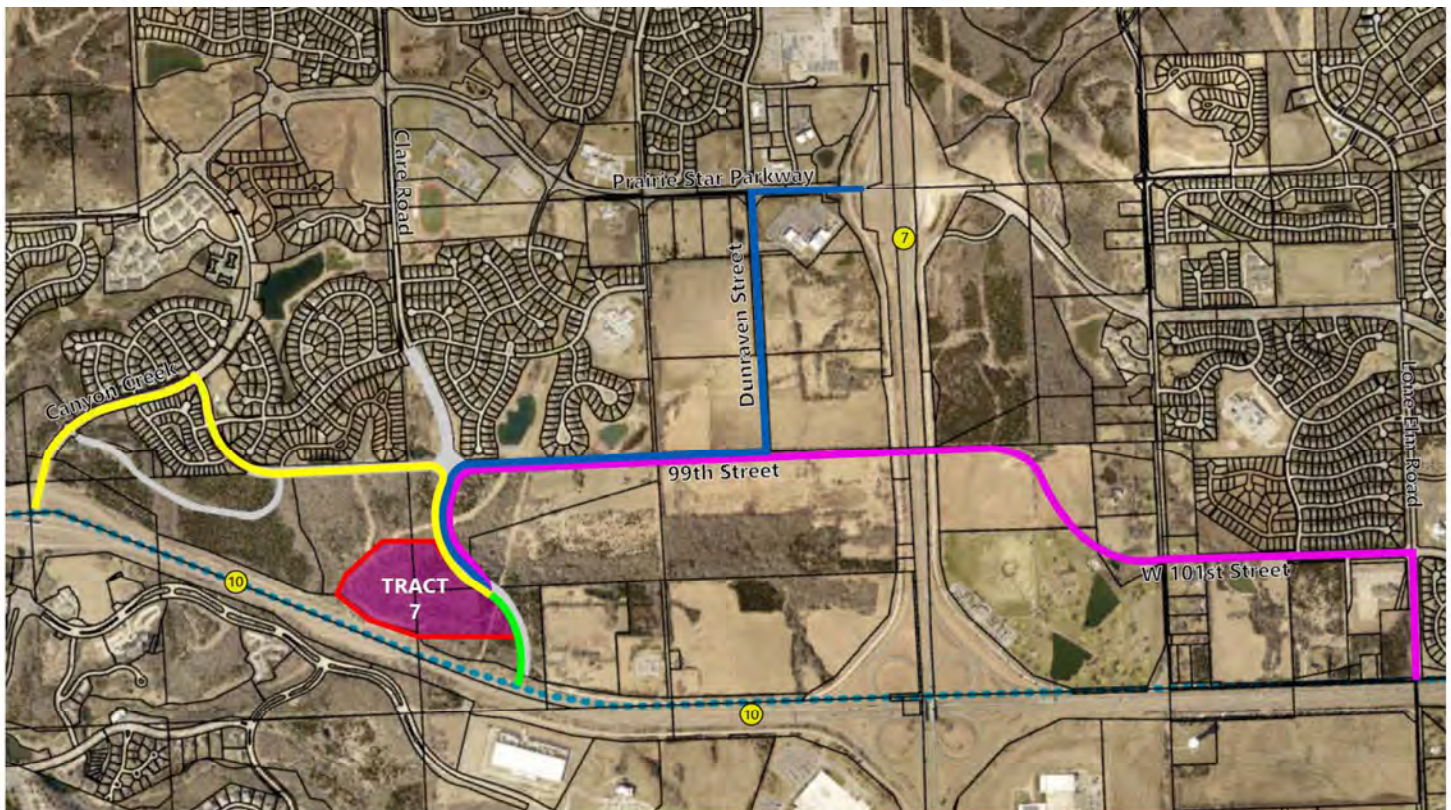


Exhibit 2: Potential Truck Traffic Routes

- **Green:** The truck route in the event the Clare Road/K-10 Highway interchange is constructed.
- **Yellow:** The truck route in the event the Clare Road/K-10 Highway interchange is not constructed.
- **Blue:** The preferred truck route once Future 99th Street and Future Dunraven Street segments are completed if the Clare Road/K-10 Highway interchange is not constructed.
- **Magenta:** The preferred truck route once Future 99th Street, the K-7 flyover bridge, Future 101st Street, and the Lone Elm Road/K-10 Highway interchange are constructed if the Clare Road/K-10 Highway interchange is not constructed.

Staff concludes that future truck routes will be driven by the timeline for infrastructure improvements in this region of Lenexa. Each of these routes depends on road segments or highway interchanges which have not been constructed and of which timelines are uncertain. It is likely that the yellow route will be the most feasible until the proper road infrastructure is in place for the green, magenta, and blue truck routes to be utilized.

REVIEW PROCESS

- *This project requires a recommendation from the Planning Commission and final approval by the City Council. Pending a recommendation from the Planning Commission, the project is tentatively scheduled for consideration from the City Council on February 7, 2023.*
- *The applicant should inquire about additional City requirements, such as permits and development fees.*

RECOMMENDATION FROM PROFESSIONAL STAFF

★ Staff recommends approval of the Rezoning and Concept Plan for Cedar Canyon West.

This project is consistent with Lenexa's goals through **Responsible Economic Development** to create **Vibrant Neighborhoods** and **Inviting Places**.

REZONING

Staff recommends **approval** of rezoning property from AG and CP-2 to CP-2, RP-2, RP-4, CP-O and BP-2 for RZ22-09 – **Cedar Canyon West** at the northeast corner of Canyon Creek Boulevard and K-10 Highway.

CONCEPT PLAN

Staff recommends **approval** of the concept plan for PL22-04CP – **Cedar Canyon West** at the northeast corner of Canyon Creek Boulevard and K-10 Highway, for commercial, residential, office, and manufacturing land uses with the following deviation:

1. A building height deviation for the two easternmost buildings of Tract 4 to allow a maximum height of 48 feet (four stories) on the east sides of the buildings.

MEETING DATE: November 7, 2022 (Continued from the October 3, 2022 meeting)
PUBLIC HEARING REQUIRED

REGULAR AGENDA ITEM: 8 a. & b.

PROJECT TITLE: Cedar Canyon West

PROJECT # / REQUEST: RZ22-09 & PL22-04CP – Rezoning & Concept Plan

APPLICANT & DESIGN PROFESSIONAL:
Dan Foster, Schlagel Associates

OWNER:
Speedway II, LLC.

PROPERTY LOCATION:
Located approximately at the northeast corner of
Canyon Creek Boulevard and K-10 Highway

STAFF PLANNER:
Christa McGaha, AICP

SUMMARY OF RECOMMENDATION

Staff recommends **APPROVAL** of the rezoning for Cedar Canyon West located approximately at the northeast corner of Canyon Creek Boulevard and K-10 Highway from the AG, Agricultural and the CP-2₁ Planned Community Commercial Zoning Districts to CP-2, Planned Community Commercial; RP-2, Planned Residential (Intermediate-Density); RP-5, Planned Residential (High-Density); CP-O, Planned General Office; and BP-2, Planned Manufacturing Zoning District.

Staff recommends **APPROVAL** of the concept plan for Cedar Canyon West.

PROPOSED PROJECT DESCRIPTION AND BACKGROUND INFORMATION

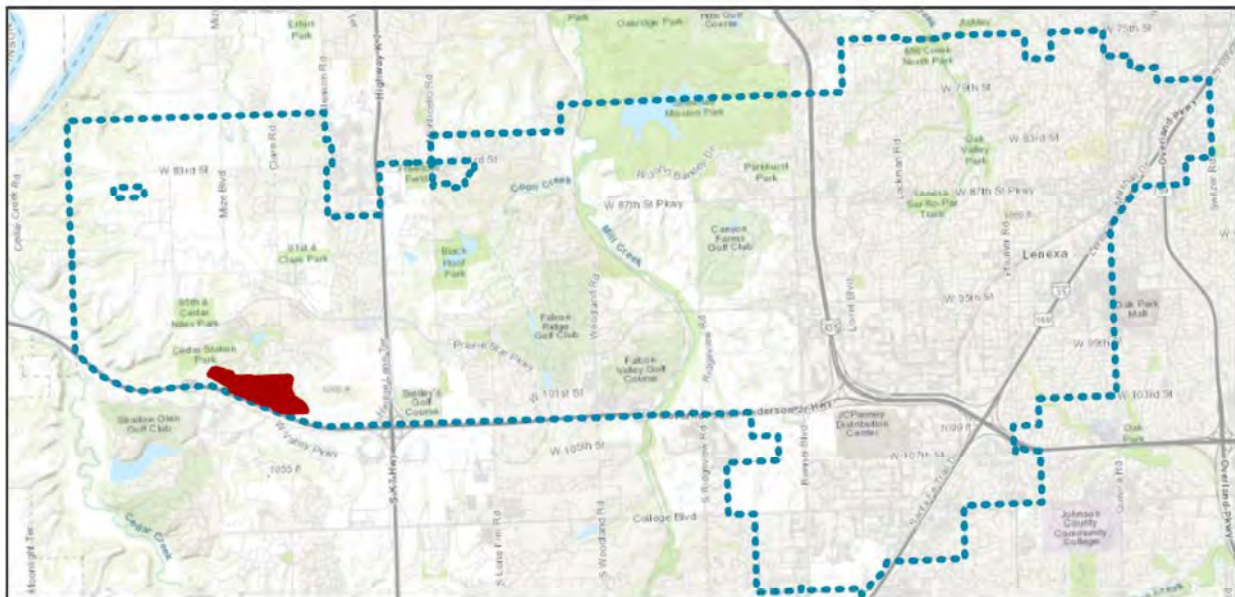


Exhibit 1, Subject Site Location in Context of the City of Lenexa City Limits.

The site is located on the northeast corner of the K-10 Highway and Canyon Creek Boulevard interchange in Lenexa. K-10 Highway is along the south boundary, Canyon Creek Boulevard is along the west boundary, future 99th Street is along the north boundary, and future Clare Road is along the east boundary. The site is currently comprised of six complete parcels and portions of three other parcels for an approximate total 112 acres. The 7.2-acre parcel located in the southwest corner is zoned CP-2, Planned Community Commercial. The 0.58-acre parcel located in the northwest corner is zoned CP-2 and is the future right of way for 101st Street. The remainder of the site is zoned AG, Agricultural.

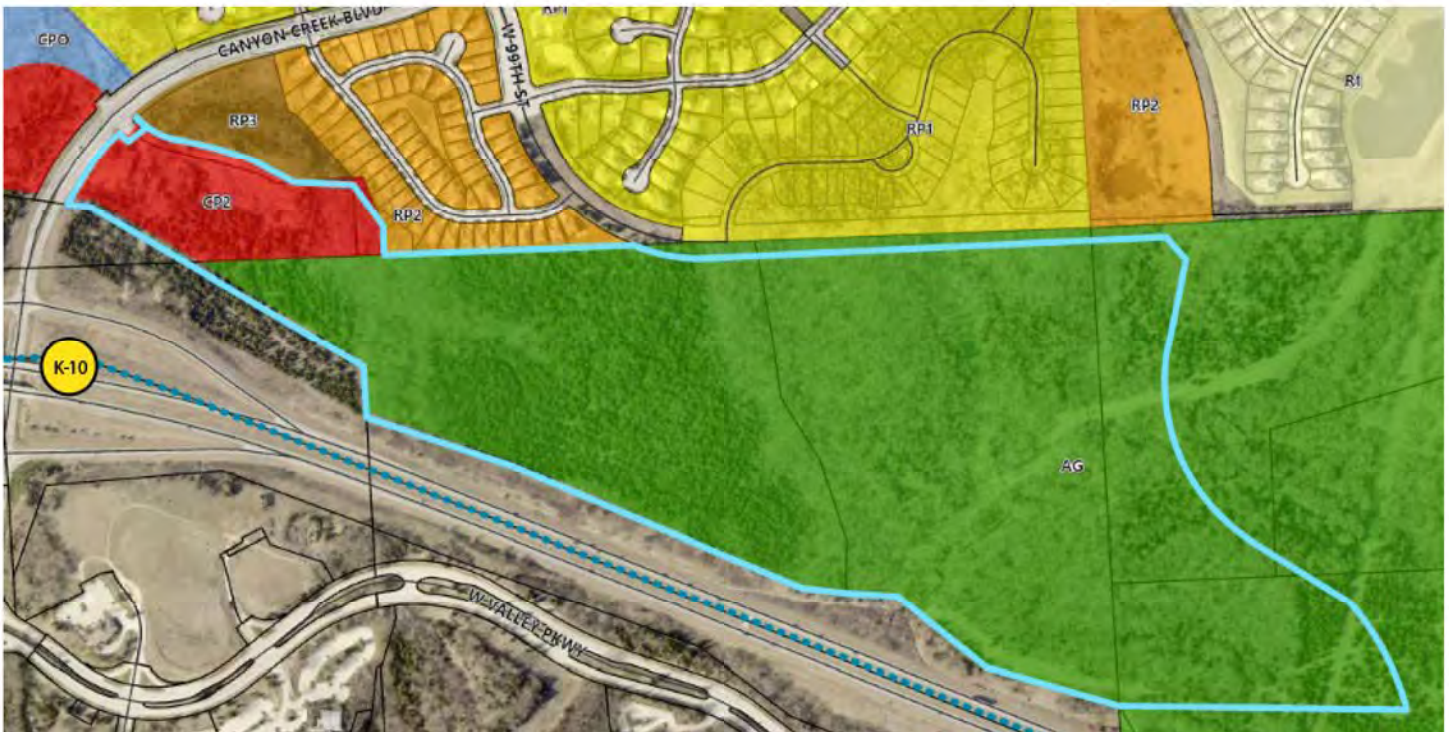


Exhibit 2, Existing Zoning.

The proposed Cedar Canyon West project includes two-family residential, multi-family residential, commercial, office, and business park development on 112 acres. The project includes one rezoning application and one concept plan application reflecting seven sub-area projects.

Concept plans are less refined than preliminary plans. The information provided in a preliminary plan shows building locations and sizes along with the architectural character of the project. Concept plans do not show actual building outlines but provide general information about distribution of land uses and the overall maximum density or square footage of a proposed development. The layout of buildings and parking areas are provided as part of a preliminary plan, which is required as the next step after a concept plan. A preliminary plan application is still required after concept plan approval. Each of the seven sub-area projects is described in detail in the analysis portion of the staff report.

The following exhibits show the Future Land Use Map as it currently exists alongside a version of the Future Land Use Map with each component of the proposed rezoning shown in hatched colors representing the proposed land uses.

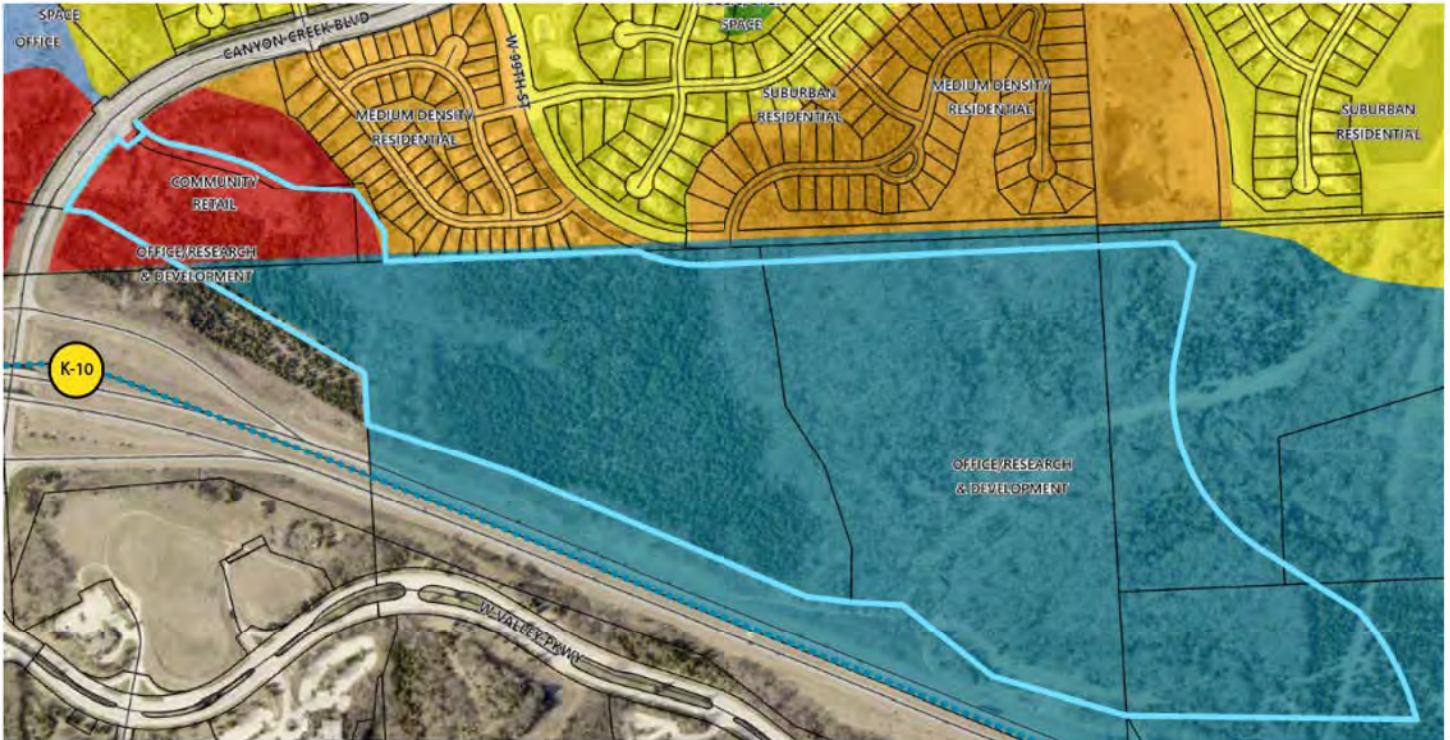


Exhibit 3, Future Land Use Designations from the Comprehensive Plan.

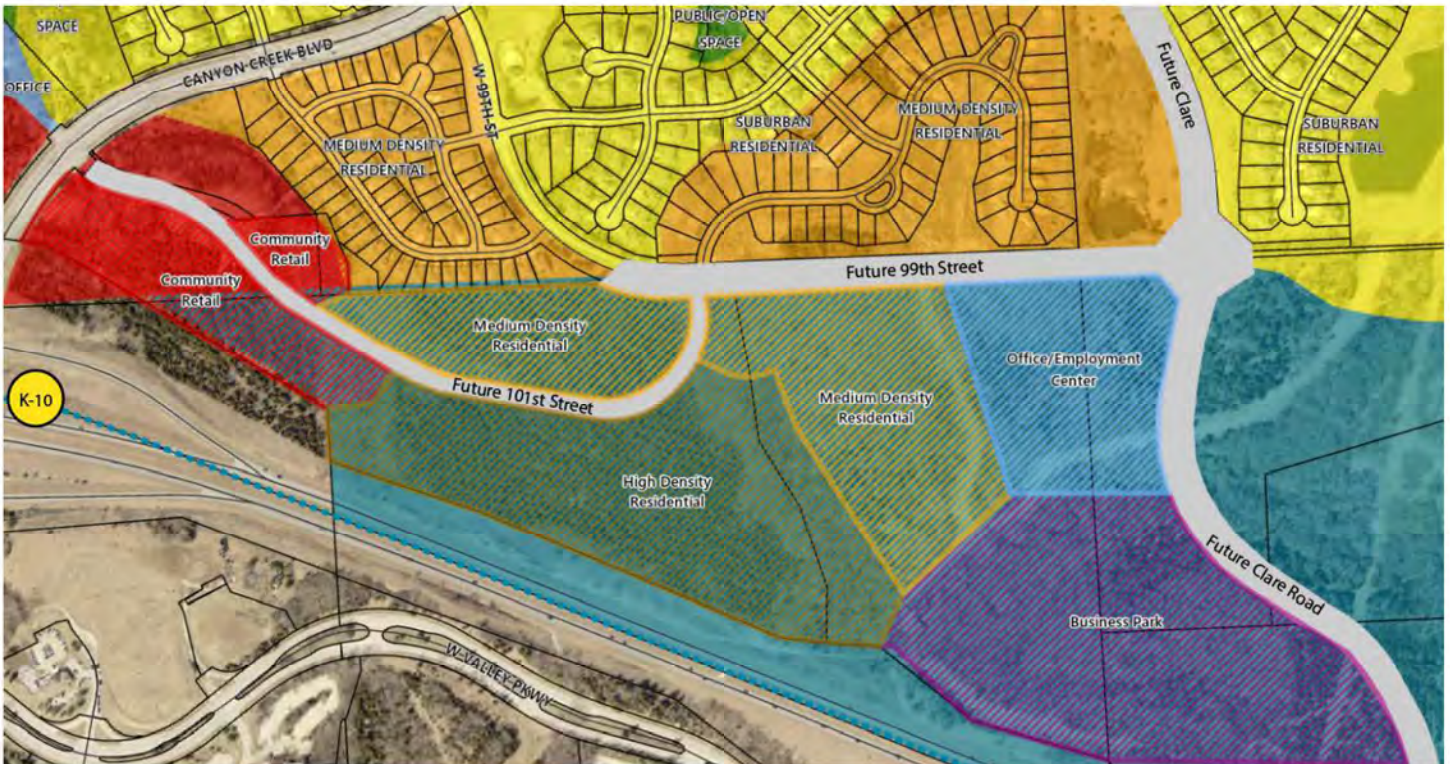


Exhibit 4, Existing and Proposed Future Land Use.

PROJECT COMPONENTS

The overall project is a large development containing 112 acres. There are seven distinct components of the project, and seven separate tracts. The seven tracts are referenced throughout the staff report. The following exhibit shows the seven individual tracts.

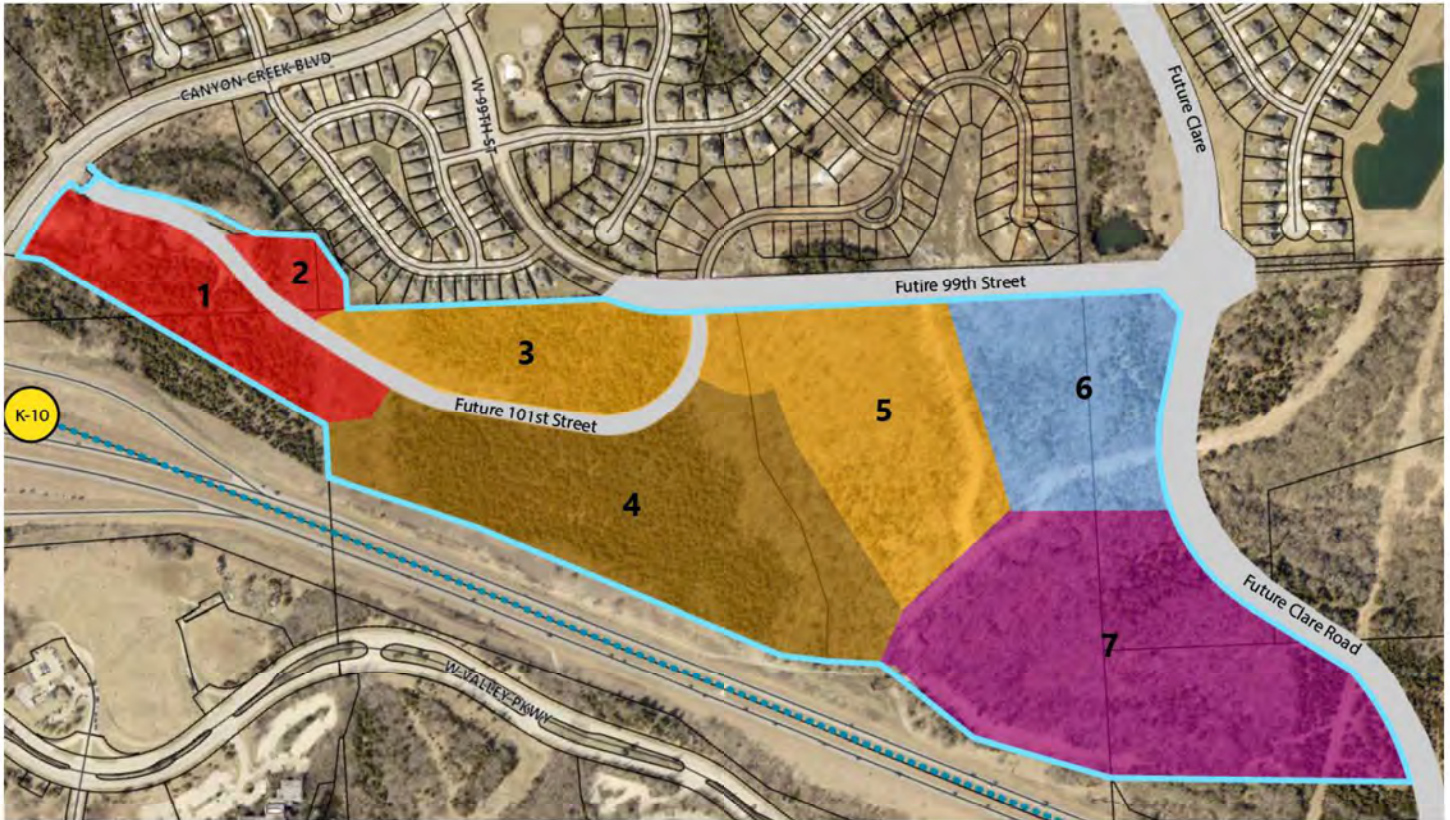


Exhibit 5, Seven Proposed Tracts.

CURRENT ZONING:

CP-2, Planned Community Commercial
AG, Agricultural District

CURRENT USE:

Undeveloped

ACREAGE:

112

PROPOSED ZONING:

CP-2, Planned Community Commercial
RP-2, Planned Residential (Intermediate – Density)
RP-5, Planned Residential (High – Density)
CP-O, Planned General Office
BP-2, Planned Manufacturing

PROPOSED USE:

Community Commercial
Medium Density Residential
High Density Residential
Office
Business Park

STREETS

The submitted plan shows the layout for the future transportation network, including the construction of three new road segments: Future 101st Street, Future 99th Street, and Future Clare Road.

Future 101st Street:

- Classified as a collector street which is for traffic volumes generally less than 10,000 trips per day with the primary function of moving traffic in a small area from adjacent developments to the arterial streets.
- Designed with a through lane in each direction and a center turn lane.
- Intersection at Canyon Creek Boulevard has turn lanes and is possible to be a future signalized intersection if traffic warrants.
- Will be constructed by developer when the adjacent tracts are developed per phasing plan included with future preliminary plans.

Future 99th Street:

- Classified as a minor arterial street which is for traffic volumes of approximately 10,000 - 25,000 trips per day with the primary function of moving traffic in a more localized area of the City.
- Design stage is complete.
- Will be installed by the City with construction starting in early 2023.

Future Clare Road/Interchange:

- Classified as an arterial road which is for traffic volumes above 20,000 trips per day with the primary function of moving traffic across the City and with access to abutting properties being a secondary function.
- Future Clare Road north of 99th Street is a current CIP project being constructed by the City and is anticipated to be completed in 2023.
- Future Clare Road south of 99th Street is to be constructed by the developer and the timeline of this project depends on the road phasing plan approved with the future preliminary plans for development adjacent to Future Clare Road
- The K-10/Clare Road interchange is still on all City and KDOT plans, but the status and timing of this project is uncertain.

The design for the public streets illustrated on this plan are conceptual based on City staff comments. A traffic study shall be submitted with the preliminary development plan. The final design for the public streets shall be based on the traffic study recommendations. With preliminary plan approval, the applicant will be required to show a phasing plan indicating which sections of 101st Street, 99th Street, and Clare Road to be completed with, or prior to, the phase.

STORMWATER

The design and layout shown demonstrates the intent to meet the City's stormwater management requirements. Stream buffers have been preliminarily identified with development staying out of said buffers, and stormwater facilities have been conceptually identified throughout the varied developments, typically with each development providing facilities for that specific development.

COMPREHENSIVE PLAN RECOMMENDATION FOR AREA

Community Commercial Center – Commercial uses with a combined or total gross leasable area of 125,000 to 400,000 square feet that provides services for a 3-to-6-mile trade area radius. Uses often include general merchandise offerings with a wider range of goods than Neighborhood Commercial Centers. Community Centers often have two or more anchor tenants which could include a discount store, supermarket, or large specialty discount store and are developed on land 10 to 40 acres in size.

Office, Research & Development - Uses that combine office with research and related manufacturing or assembly with little or no sales of product. Examples may include medical research spaces, bioscience, technology, or product development testing. Research and Development uses vary widely in terms of what they do, in some cases they are predominantly office with minimal lab or production space, and in others they are more industrial in nature.

COMPREHENSIVE PLAN & UPDATE

The Comprehensive Plan shows the area adjacent to Canyon Creek Boulevard to be *Community Commercial* and the remainder of the areas to be *Office, Research and Development*. The comprehensive plan identifies this area as one of four activity centers. These areas are more active with more concentration of more intense uses. These areas would have a variety of land uses, including different housing choices, commercial, office and cultural uses. The Comprehensive Plan states the mix of uses will generally reflect a stepping of intensity to avoid incompatibilities, and the use of design and buffering techniques to mitigate potential negative impacts of certain adjoining.

Principles stated in the Lenexa Comprehensive Plan include the following:

1. Encourage a mix of residential opportunities for a diverse population
2. Continues to be a desirable business location
3. Provides for a broad range of retail opportunities

The Vision 2040 plan neighborhood vision states the following:

1. We want to be inclusive and have lots of housing choices for people who work here, have different abilities and are from all generations, cultures and backgrounds. We need attainable housing for families, individuals, professionals, hourly workers, entrepreneurs, young people, empty nesters and retirees.
2. Lenexa primarily has single-family detached homes (59%). A variety of housing structure types is important to meet the needs of all residents and future demand.

In summer 2021, the City of Lenexa started the process to update the City's Comprehensive Plan. Staff is navigating the new Comprehensive Plan update and with the update in mind, has analyzed the possibilities for this site. It is Staff's opinion that the site is large enough to constitute a mixture of different land uses. Staff anticipates the Future Land Use (FLU) designation of the subject area to change with the updated Comprehensive Plan to increase diversity of uses in this area. Large scale *Office, Research and Development* uses are not likely to be in high demand over the next twenty years for reasons noted below and so the update process is attempting to acknowledge the changing market conditions in land use planning. This new Comprehensive Plan is projected to be complete the winter of 2022/2023.

REZONING ANALYSIS

The subject area is 112 acres of undeveloped land. The site is zoned almost entirely AG, Agricultural except for approximately 8 acres located at the west end of the site adjacent to Canyon Creek Boulevard that is zoned CP-2, Planned Community Commercial zoning. This was zoned in 2001 as a part of the a concept plan for Canyon Creek (RZ01-07/PL01-01CP) which consisted of 487-acres around Canyon Creek Boulevard. The current FLU map shows the 8-acres of CP-2 zoning as designated for *Community Retail*. The existing CP-2 zoning is in line with this *Community Retail* designation. The applicant proposes to leave the existing CP-2 zoning as-is and expand the zoning district southeast to result in approximately 12.52 gross acres of CP-2 zoning.

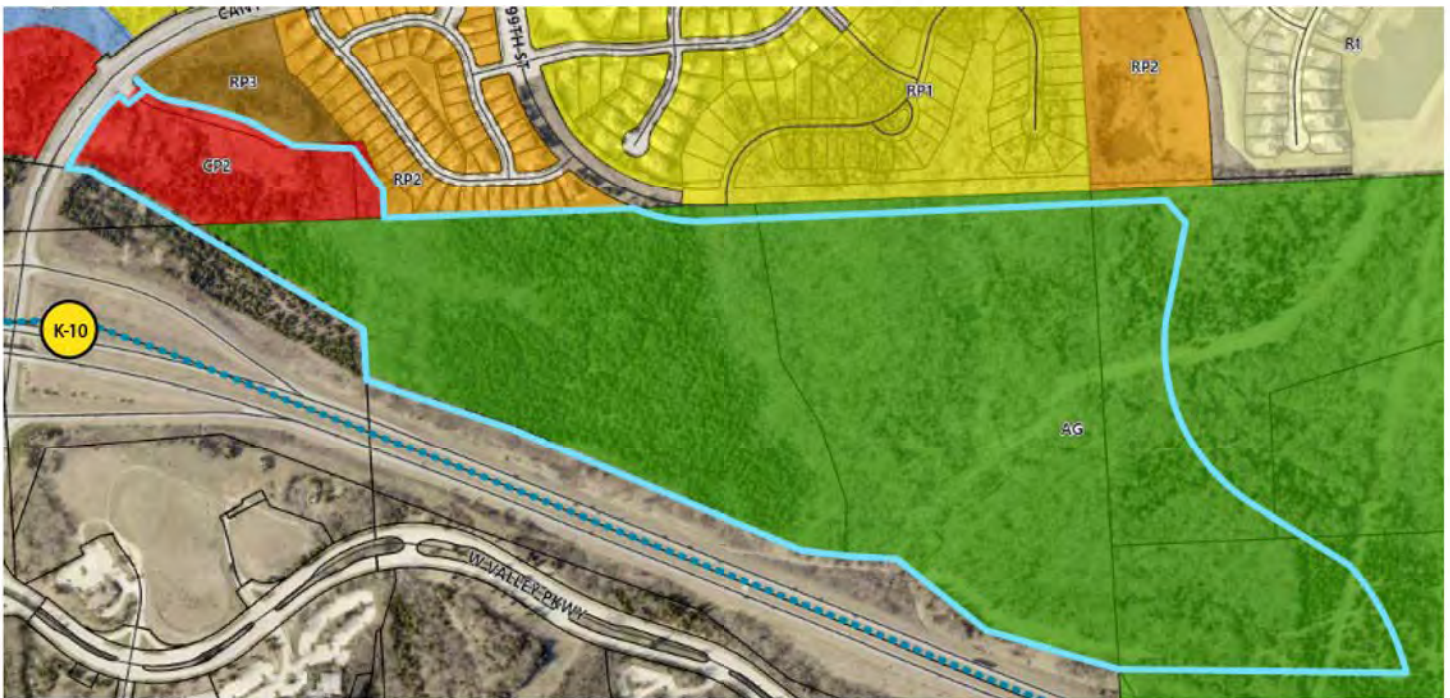


Exhibit 6, Existing Zoning.

The approximate 96-acres currently zoned AG, Agricultural and the entire area is currently designated as future *Office, Research and Development* on the FLU map. Due to current trends, the increased popularity of remote working, and the resulting decline in demand for office space, Staff anticipates the FLU designation of the subject area to change with the updated Comprehensive Plan to result in increased diversity of uses in this area. The applicant is proposing to rezone the 96-acres of AG, Agricultural zoned land to five separate zoning districts separated into seven separate tracts. The proposed Zoning Districts include:

TRACTS 1 & 2	Rezone 4 acres (Tract 1) and .5 acres (Tract 2) of AG, Agricultural to CP-2, Planned Community Commercial to expand the existing CP-2 zoned area
TRACTS 3 & 5	Rezone 10.10 acres (Tract 3) and 16.46 acres (tract 5) of AG, Agricultural to RP-2, Planned Residential (Intermediate-Density)
TRACT 4	Rezone 22.96 acres of AG, Agricultural to RP-5, Planned Residential (High-Density)
TRACT 6	Rezone 13.56 acres of AG, Agricultural to CP-O, Planned General Office
TRACT 7	Rezone 32.24 acres of AG, Agricultural to BP-2, Planned Manufacturing

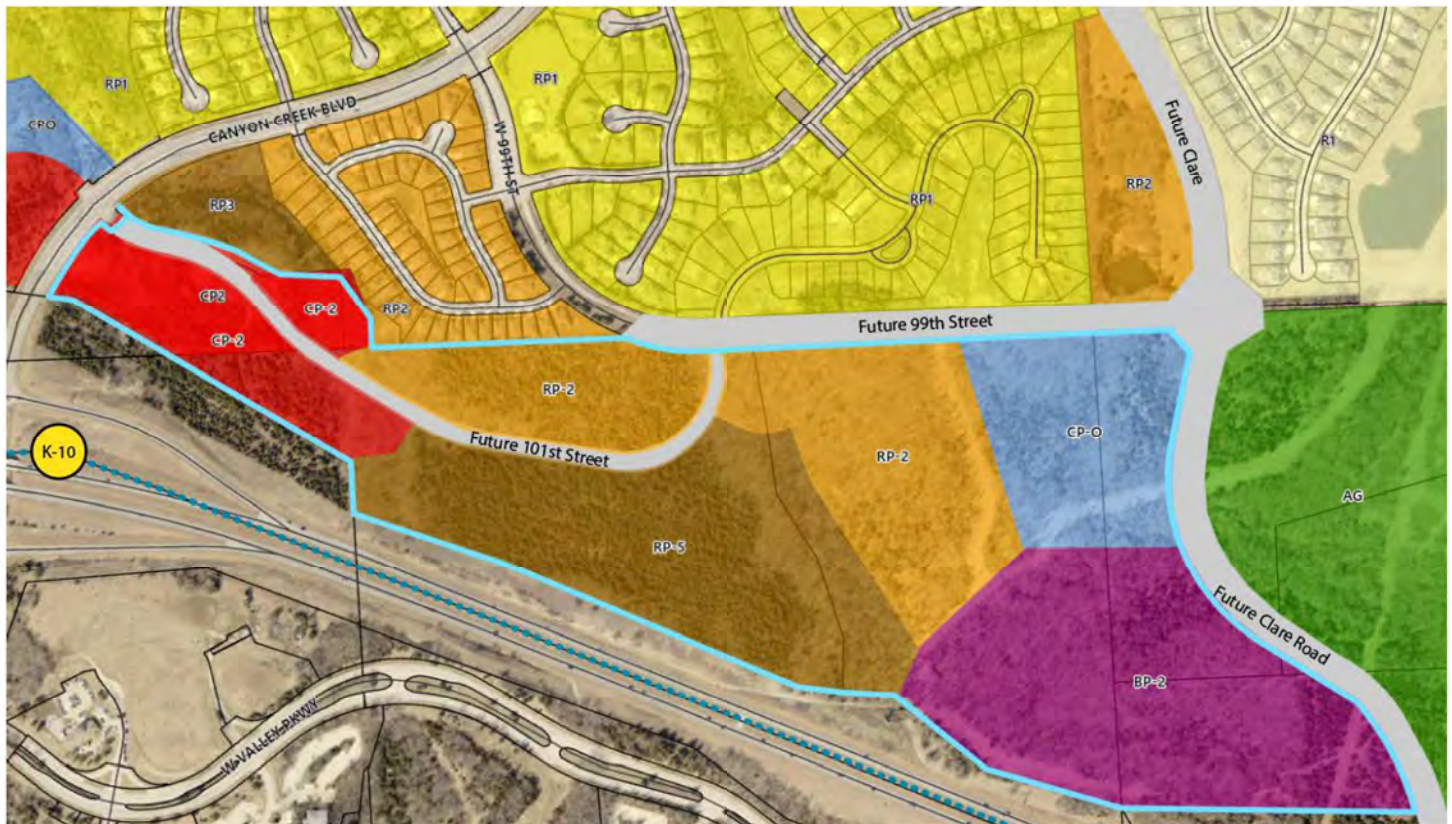


Exhibit 7, Proposed Zoning.

With regard to the review criteria contained within [Section 4-1-G-5](#) of the UDC, Staff has the following comments:

1. *The character of the neighborhood.*

The overall subject site is located in a part of the City that is currently developing. Large tracts of undeveloped land, in excess of 10 acres or larger, are to the east and west of the subject property. Single-family residential subdivisions are located north of the subject site. The property is partially used for agricultural purposes or open fields. Low-lying areas and sloped parts of the site include wooded areas and tree lined stream channels. K-10 Highway runs along the south side of the property.

The existing residential in Canyon Creek is single-family RP-1, villa RP-2 and attached villa RP-2 uses. There is one apartment community in the area and one recently approved attached villa neighborhood in the area. The comprehensive plan suggests that additional housing types and choices should be provided. Additional multi-family housing would provide housing choices for future residents that would work in the business park. Additional residential would add to the population needed to successfully

support commercial, retail and office uses. Providing additional medium density housing along 99th Street would increase the size of the existing transition area and provide the stepping of intensity stated in the comprehensive plan. Multi-family uses have generally worked well in areas along major highways in Lenexa and provide good transition to less intense uses as one travels away from the impacts of the highway.

TRACTS 1 & 2	Tracts 1 & 2 are 12.52 acres at the western end of the site abut Canyon Creek Boulevard. The site is undeveloped and proposed for commercial uses. Across Canyon Creek Boulevard to the west is undeveloped land designated for commercial and office uses. Directly to the north is an undeveloped property that is zoned for medium high-density residential. South is K-10 Highway and the City of Olathe where land is designated for business/office. To the east is undeveloped and is the site of Tracts 3 and 4 proposing duplexes on the north of future 101 st Street and apartments to the south.
TRACT 3	Tract 3 is 10.10 acres of currently undeveloped land proposed for duplexes. Canyon Creek Villas are single-family homes to the north of this property. West is undeveloped and is designated commercial with Tracts 1 & 2 of this plan. South is undeveloped with 101 st Street and apartments proposed with Tract 5 of this proposal. East is undeveloped with townhomes on Tract 5 of this plan.
TRACT 4	Tract 4 is 22.96 acres of undeveloped land proposed for apartments. West is undeveloped and is designated commercial with Tracts 1 & 2 of this plan. North is undeveloped and north of future 101 st Street is designated for duplexes with Tract 3. East is undeveloped land, consisting of stream buffer and proposed townhomes with Tract 5 of this plan.
TRACT 5	Tract 5 is 16.46 acres of undeveloped land proposed for townhomes. West is undeveloped land with 101 st Street and apartments proposed with Tract 5 and duplexes proposed with Tract 3. North is future 99 th Street and Canyon Creek Forest single-family subdivision, which is under construction. East is undeveloped with large areas of stream buffer with proposed office uses with Tract 6. South is undeveloped stream buffer and K-10 Highway.
TRACT 6	Tract 6 is 13.56 acres of undeveloped land proposed for office uses in the areas not within stream buffer. North is future 99 th Street and undeveloped land that has been approved for duplexes. South is undeveloped land proposed for an office/warehouse with Tract 7. West is stream buffer and undeveloped land proposed for townhomes with Tract 5. East is a large area of undeveloped land.
TRACT 7	Tract 7 is 32.24 acres of undeveloped land proposed for office/warehouse. North is stream buffer and undeveloped land proposed for office uses with Tract 6. South is K-10 Highway and the City of Olathe. East is a large area of undeveloped land and west of the property is stream buffer and undeveloped land designated for apartments with Tract 4 of this proposal.

The applicant held a neighborhood meeting on September 22, 2022, where the applicant discussed the rezoning and concept plan applications with approximately 40 neighbors. Topics discussed included the land use change from *Office Research and Development* to have more diverse and residential uses, the current zoning and rezoning process, the transportation network and City projects, truck traffic, the Clare Road and K-10 interchange, tree preservation, and landscape buffering.

2. *The zoning and use of properties nearby.*

The following vicinity description is for the overall project:

VICINITY ZONING PATTERN:

North: RP-1, Planned Residential (Low-Density)
RP-2, Planned Residential (Intermediate-Density)
RP-3, Planned Residential (Medium High-Density)
South: BP, Business Commercial (City of Olathe)
East: AG, Agricultural
West: CP-2, Planned Community Commercial
CP-O, Planned General Office

VICINITY LAND USE PATTERN:

North: Suburban Residential – Canyon Creek by the Lake, Canyon Creek Villas, Canyon Creek Forest, Wheatley Pointe, Second
South: Undeveloped (City of Olathe)
East: Undeveloped
West: Undeveloped

3. *The suitability of the subject property for the uses to which it has been restricted.*

The overall development is currently restricted to agricultural and a small amount of commercial as zoned. While the property is suitable for agricultural uses today, agricultural uses become less suitable as suburban development occurs around it and conflicts between agricultural and residential uses occur. Rezoning the 112 acres to a mix of commercial, office, residential, and business park uses will result in a much more suitable development to serve the neighborhoods of western Lenexa by providing a variety of land uses available to the nearby residents.

4. The extent to which the proposed use will detrimentally affect nearby property.

Each component includes different land uses and has differing contextual relationships to neighboring development. Impacts such as increased traffic and activity will occur with any suburban type of development. It is staff's opinion the overall project will have a minimal impact on the neighboring properties.

TRACTS 1 & 2	12.52 acres of undeveloped land proposed for CP-2. This area is surrounded by undeveloped land and commercial development in this location is not expected to detrimentally affect nearby property.
TRACT 3	10.10 acres of undeveloped land proposed for RP-2. Surrounded by undeveloped land except Canyon Creek Villas single-family homes to the north of this property. The concept plan proposes a 15-foot landscape buffer tract between the proposed duplexes and the neighborhood. This development will provide a transition of zoning between existing single-family uses to the north and more intense multi-family uses and K-10 Highway to the south. Staff does not believe this development will detrimentally affect the surrounding property.
TRACT 4	22.96 acres of undeveloped land proposed for RP-5. This area is surrounded by undeveloped land and development of apartment in this location provides an appropriate residential use adjacent to a busy highway. This development is not expected to detrimentally affect nearby property.
TRACT 5	16.46 acres of undeveloped land proposed for RP-2. Surrounded by undeveloped land except Canyon Creek Forest single-family homes (under construction) to the north of this property. Future 99 th Street lies between the proposed townhomes and the single-family subdivision to the north. Construction of future 99 th will require additional landscape buffer on both sides of the road. This development will provide a transition of zoning between existing single-family uses to the north and more intense multi-family uses and K-10 Highway to the south. Staff does not believe the development of townhomes in this location will detrimentally affect the surrounding property.
TRACT 6	13.56 acres of undeveloped land proposed for CP-O. This area is surrounded by undeveloped land and is office development in this location is anticipated to provide a transition of zoning from single-family to the north to business park uses further south. This development is not expected to detrimentally affect nearby property.
TRACT 7	32.24 acres of undeveloped land proposed for BP-2. This area is not adjacent to any proposed residential and is surrounded by undeveloped land and office/warehouse development in this location is not expected to detrimentally affect nearby property.

5. *The length of time the subject property has remained vacant as zoned.*

The property is currently undeveloped. Agricultural uses have been conducted on cleared fields of the overall site for several decades. The property was annexed into the City in two parts. A small portion of the west of the subject property was annexed into Lenexa in 1988 with 327.10 acres around Canyon Creek Boulevard. The majority of the property was later annexed into the City as a part of 1,934.80 acres of land annexed into west Lenexa in 1999. There are no previously approved plans for this property.

6. *The relative gain to public health, safety and welfare due to the denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.*

It is staff's opinion the proposed rezoning and concept plans demonstrate an appropriate request for zoning designations, transition of uses and provision of adequate public street infrastructure to satisfy the City's development regulations. The site is anticipated to develop in some manner with a mix of residential and nonresidential uses in various levels of intensity.

7. *Recommendation of City's permanent professional staff.*

See the Staff's Recommendation section of the staff report.

8. *Conformance of the requested change to the adopted or recognized Master Plan being utilized by the City.*

All components of the project are shown to be designated for *Office, Research and Development* on the City's Future Land Use (FLU) Map. The FLU Map is not intended to identify the only possible type of land use but to provide a guide for the potential land use of a particular region of the City. Land uses identified on the FLU Map may be rezoned to different types of uses for various reasons such as development trends, feasibility of certain uses compared to others and due to preceding changes to the neighboring properties as they are developed. An example of this is the Watercrest Landing subdivision. This subdivision has four separate FLU designations across the subdivision. The owner/developer envisioned a plan that was not fully consistent with the FLU Map, yet the plan was consistent with the City's development regulations.

9. *The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water and electrical service, police and fire protection, schools, parks and recreation facilities, etc.*

Utilities are readily available and services are in close proximity. The developer is responsible for extending the required utility connections. Staff does not anticipate any limitations of the public utilities or services because of the proposed residential and nonresidential development.

10. ***The extent to which the proposed use would adversely affect the capacity or safety of that portion of the street network influenced by the use, or present parking problems in the vicinity of the property.***

It is staff's opinion that the adjacent and surrounding street network, in combination with the existing and proposed street network, will adequately support the volume of traffic generated by the proposed residential, commercial, and business park development. The overall project will have an arterial street on the east and west side and a local collector street north and proposed through the middle of the development. Staff anticipates the street network to have adequate capacity to provide access into each component of the development without adversely affecting the existing development.

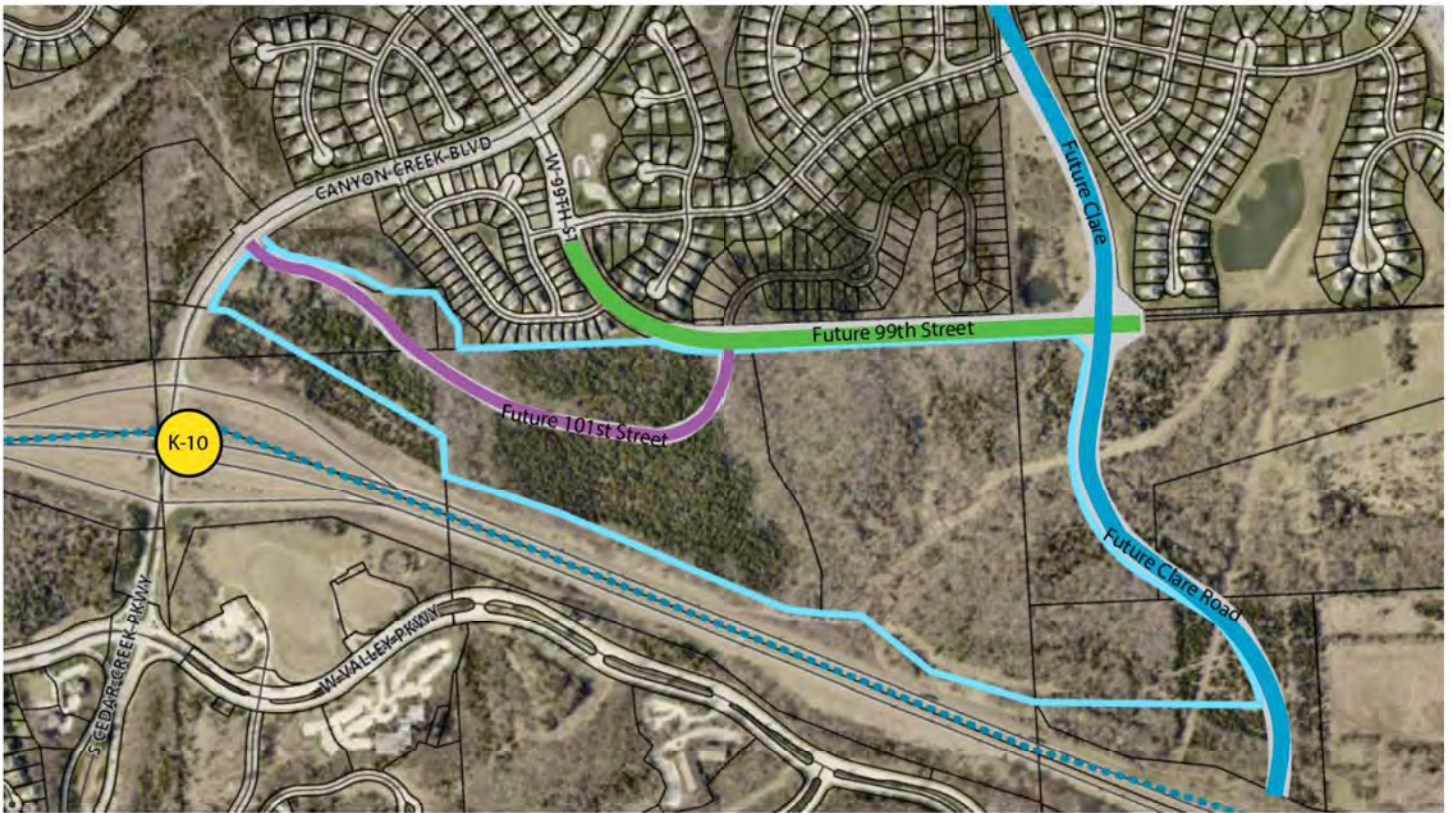


Exhibit 8, Classifications for Proposed Streets.

The exhibit above shows the proposed major roadways for this development. Future 101st Street (purple) is a designated collector, Future 99th Street (green) is a minor arterial, and Future Clare Road (blue) is a major arterial roadway. The design for the public streets illustrated on this plan are conceptual based on City staff comments. A traffic study shall be submitted with the preliminary development plan. The final design for the public streets shall be based on the traffic study recommendations. With preliminary plan approval, the applicant will be required to show a phasing plan indicating which sections of 101st Street, 99th Street, and Clare Road to be completed with, or prior to, the phase.

11. *The environmental impacts the proposed use will generate including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.*

It is staff's opinion that the proposed development will not impact the environment to any greater level than development that is consistent with the FLU Plan designations. Detention and BMP size and locations indicated on the plan are conceptual. All City of Lenexa stormwater requirements will need to be met at the time of preliminary plan including all stream buffer requirements. A stormwater management report shall be provided with the preliminary development plan. Development of the site shall meet the City's stormwater requirements regardless of the use of the site.

12. *The ability of the applicant to satisfy any requirements (e.g. site plan, etc.) applicable to the specific use imposed pursuant to the zoning regulations in this Chapter and other applicable ordinances.*

The applicant intends to comply with the City's regulations for development of the site for each of the components of the project. Alternatives to ordinance requirements may be approved as deviations from the Unified Development Code (UDC). Requests for deviations are reviewed with the preliminary or final plan for the project.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the rezoning for Cedar Canyon West located approximately at the northeast corner of Canyon Creek Boulevard and K-10 Highway from the AG, Agricultural and the CP-2, Planned Community Commercial Zoning Districts to CP-2, Planned Community Commercial; RP-2, Planned Residential (Intermediate-Density); RP-5, Planned Residential (High-Density); CP-O, Planned General Office; and BP-2, Planned Manufacturing Zoning District as depicted on the applicant's concept plan.

CONCEPT PLAN ANALYSIS

OVERALL PLAN ANALYSIS

The proposed development is a large-scale development concept. The developer is aggregating multiple parcels of land with multiple zoning designations and uses. Showing the entire 112-acre area provides a more complete picture of how the multiple components will relate to each other in this larger context. It is beneficial to look at the proposed development in the larger context for coordination of various land uses and the distribution of the traffic that is anticipated with the project.

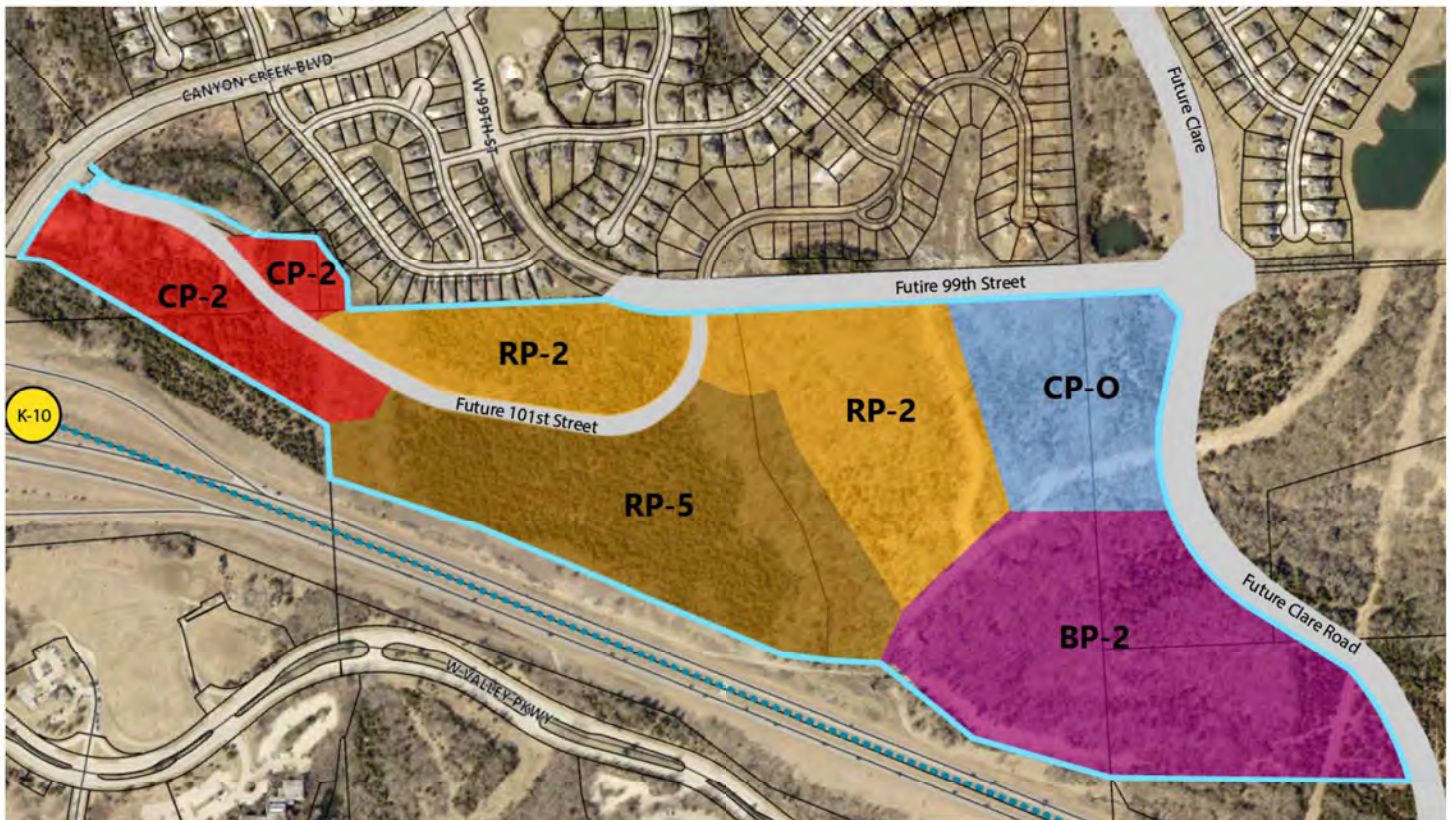


Exhibit 9, Overall Proposed Zoning

The project is bordered by K-10 Highway on the south, suburban density single-family subdivisions across future 99th Street to the north, future Clare Road and undeveloped property to the east and Canyon Creek Boulevard and undeveloped land to the west. Future 101st Street, a local collector street, will bisect the west of the site. Future 101st Street, future Clare Road, and future 99th Street are all critical to the project for the distribution of traffic from each component of this project, and the surrounding uses, out to Canyon Creek Boulevard to the west.

The exhibit on the next page shows the rendering for the overall development provided by the applicant. Looking at the overall site is important to understand how all the different proposed land uses will interact with one another, adjacent development and the street network. Beginning at the west end of the site, turning onto future 101st Street, there are multiple buildings of community commercial uses proposed to the south (Tract 1) and a small office building (Tract 2) to the north of the street. Continuing east, a local road branches off to the north with duplexes on each side (Tract 3) and apartments are proposed to the south (Tract 4) providing a buffer between K-10 Highway and the residential uses north of future 101st Street. Future 101st Street continues northeast to connect into 99th Street. Before this

intersection, a local road branches off future 101st Street to the east and connects to both the apartments to the south and the proposed townhome development to the east (Tract 5). This proposed townhome development is designed in a clustered style to avoid stream buffer surrounding the site. A right in/out access is available from the townhome development onto future 99th Street to the north. Two office buildings are proposed at the northeast corner of the development (Tract 6) with access to both future 99th Street to the north and future Clare Road to the east. South of the office buildings on the west side of future Clare Road is a potential office/warehouse building with two points of access onto future Clare Road.



Exhibit 10, Overall Proposed Concept Plan.

Overall, while consisting of many different components, staff believes that the overall proposed concept plan for the site provides a positive and diverse mix of uses that better serve the community than the FLU designated *Office, Research and Development* land use designation. The conceptual site plan is designed around existing natural features and stream buffer. Staff believes that the proposed concept plan provides a variety of commercial, retail, and office that meets a need for these land uses in western Lenexa, which is primarily residential. Staff is supportive of the overall concept plan.

Tracts 1 & 2 – COMMUNITY COMMERCIAL CENTER CONCEPT PLAN ANALYSIS

SITE LAYOUT



Exhibit 11, Tracts 1 and 2 – Location Map.

TRACT 1

SITE INFORMATION TRACT 1 – CP-2	
Current Zoning	CP-2, Planned Community Commercial
Proposed Zoning	CP-2, Planned Community Commercial
Gross Site Area Tracts 1 & 2	12.52 acres
Tract 1 Lot Area	8.40 acres
Provided Open Space	46.52% (25% required)
Proposed Parking	235 spaces (197 minimum required)

Site Plan Information:

- Site plan includes a mix of commercial and office services
- Five proposed buildings (in order from west to east):
 - Building 1 - 4,550 square foot Convenience Store
 - Building 2 – 5,000 square foot Retail & 5,000 square foot Restaurant
 - Building 3 – 2,500 square foot Retail 2,500 square foot Restaurant
 - Building 4 – 10,000 square foot Retail/Office
 - Building 5 - 10,000 square foot Retail/Office

- Project includes open space, stream buffers, storm detention and water quality features and landscape buffers.
- Three access points to 101st Street (collector) to the north of the site:
 - Right in/out access – northwesternmost access point servicing eastbound traffic only.
 - Full access – access point in the middle of the property aligns with Tract 2 drive entrance. Serves traffic in all directions.
 - Full access – access point further east on the property serving traffic in all directions.
- Proposed buildings meet 30-foot building setback from future 101st Street.
- Proposed parking areas are set back 20—25 feet from future 101st Street for landscape easement.
- Deviation for parking areas to the 100-street frontage setback from K-10 Highway will be requested with the preliminary plan application. Site plan shows all proposed buildings are outside of the 100-foot setback and the deviation will only be necessary for parking areas.

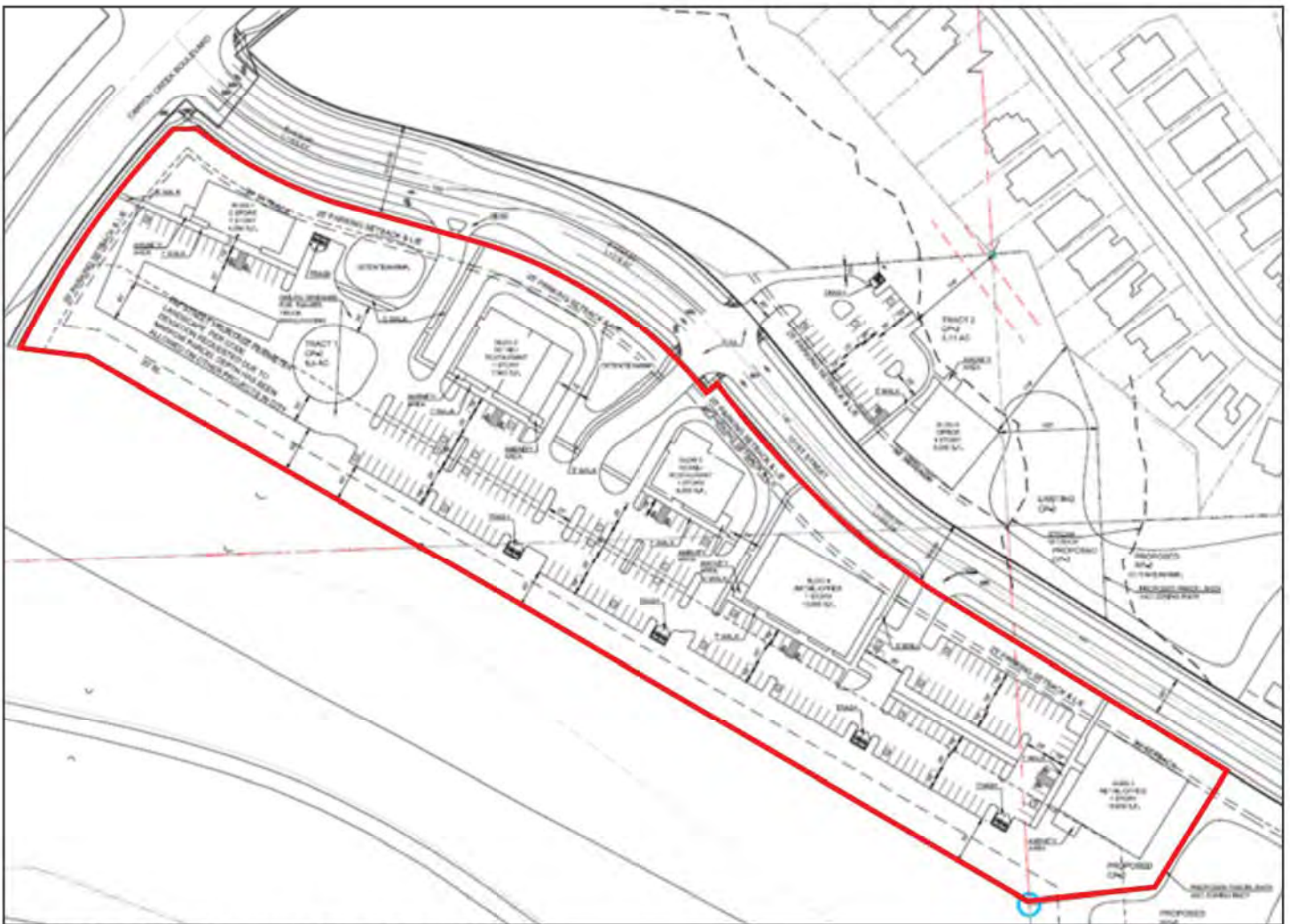


Exhibit 12, Tract 1 – Commercial Center Concept Plan.

TRACT 2

SITE INFORMATION TRACT 2 – CP-2	
Current Zoning	CP-2, Planned Community Commercial
Proposed Zoning	CP-2, Planned Community Commercial
Gross Site Area Tracts 1 & 2	12.52 acres
Tract 2 Lot Area	1.94 acres
Provided Open Space	74.55% (25% required)
Proposed Parking	24 spaces (24 minimum required)

Site Plan Information:

- Site plan includes one office building:
 - Building 6 – 6,000 square foot 1 story office building
- One access point to future 101st Street (collector) at northwest of site.
- Proposed building located 114-feet south of property line of closest home to the north.
- Proposed parking lot is set 25-feet from future 101st Street.
- Proposed office building is set 30-feet from future 101st Street.
- Tract 2 includes open space, stream buffers, storm detention and water quality features, landscape buffers, pedestrian amenity area, and sidewalks.
- No deviation requests are anticipated with this site plan.

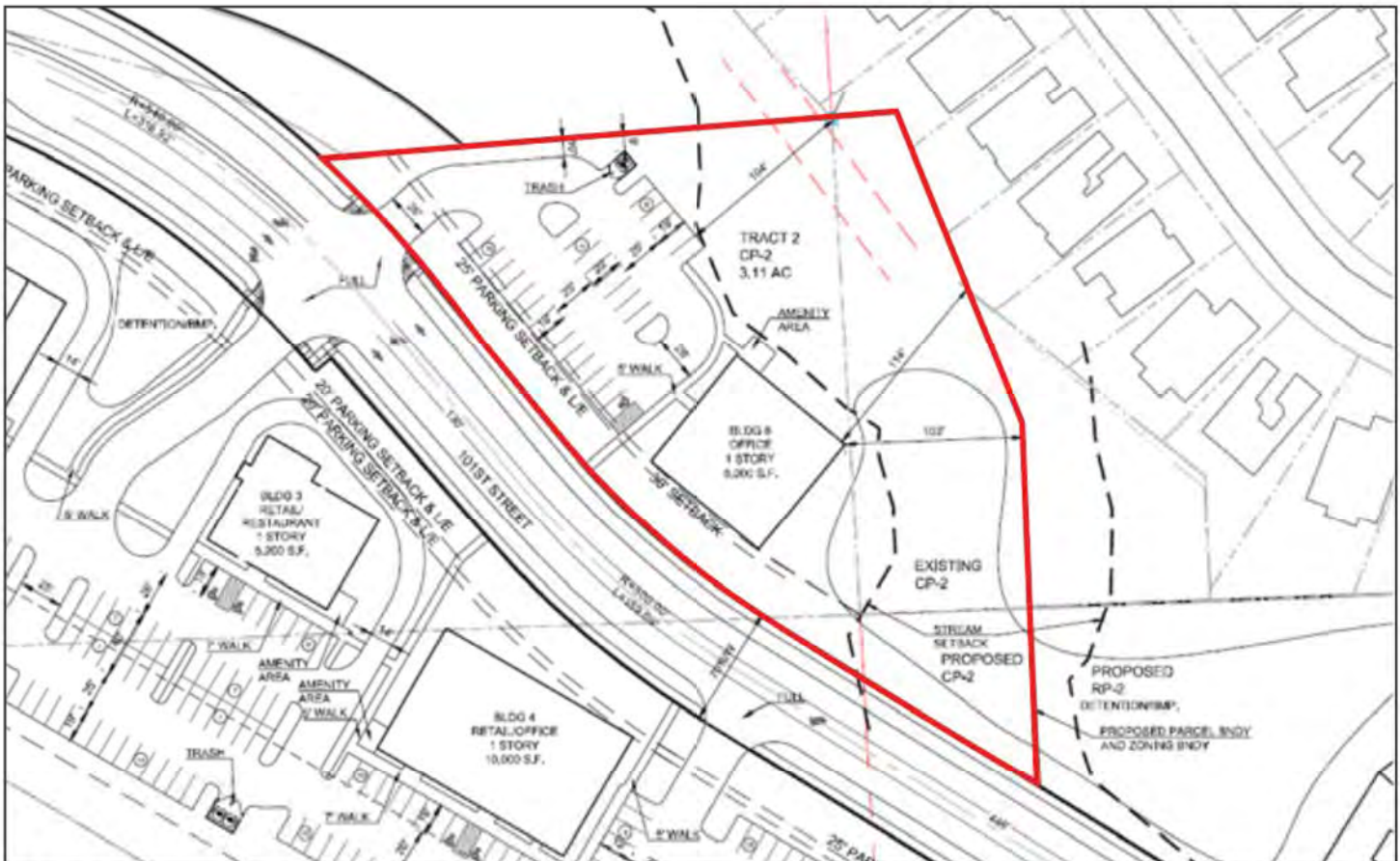


Exhibit 13, Tract 2 – Community Commercial Concept Plan

ARCHITECTURAL COMPATIBILITY



Exhibit 14, Tracts 2 and 3 – Commercial Architectural Examples.

Architectural example images have been included by the applicant for commercial development. The architectural style will be determined by the developer of each parcel and will be provided with the preliminary development plan.

Tract 3 – MEDIUM DENSITY RESIDENTIAL CONCEPT PLAN ANALYSIS

SITE LAYOUT



Exhibit 15, Tract 3 – Location Map.

SITE INFORMATION TRACT 3 – RP-2

Current Zoning	AG, Agricultural
Proposed Zoning	RP-2, Planned Residential (Intermediate-Density)
Net Site Area	8.46 acres
Number of Lots	20 lots, 2 tracts
Number of Units	40 units
Density Proposed	4.72 du/acre (8 du/acre max)
Provided Open Space	60% (60% required)

Site Plan Information:

- Site plan includes two-family homes.
- 20 proposed buildings, 40 units.
- Project includes open space, stream buffers, storm detention and water quality features and landscape buffers.
- Adjacent to existing medium density uses and increases transition zoning area between existing single-family and other uses and K-10 Highway.
- Two full access points to 101st Street (collector) on the east and west of the site. Both access points align with other proposed roads and drive aisles. Access to 101st Street collector street that provides an alternative direct access to Canyon Creek Boulevard.

- Proposed buildings meet 30-foot building setback from future 101st Street and the 25-foot setback from the proposed local road where the duplexes front.
- No deviation requests are anticipated with this site plan.



Exhibit 16, Tract 3 – Concept Plan Attached Villas.

ARCHITECTURAL COMPATIBILITY



Exhibit 17, Tract 3 – Attached Villas/Townhomes Architectural Examples.

Architectural example images have been included by the applicant for attached villas. The architectural style will be determined by the developer of each parcel and will be provided with the preliminary development plan.

Tract 4 – HIGH DENSITY RESIDENTIAL CONCEPT PLAN ANALYSIS

SITE LAYOUT



Exhibit 18, Tract 4 – Location Map.

SITE INFORMATION TRACT 4 – RP-5	
Current Zoning	AG, Agricultural
Proposed Zoning	RP-5, Planned Residential (High-Density)
Net Site Area	22.02 acres
Number of Lots	1 lot
Number of Units	276 units
Density Proposed	12.02 du/acre (16 du/acre max)
Provided Open Space	64.93% (40% required)

Site Plan Information:

- Site plan includes 9 apartment buildings and a clubhouse/leasing office.
- Apartment buildings range from 12-42 units and from 3 to a split of 3 to 4 stories.
- Plan includes open space, stream buffers, storm detention and water quality features and landscape buffers.
- A public access trail easement is required from Clare Road east to connect to Canyon Creek Boulevard. The trail location will give trail access to the apartments.
- Three access points serve the property:

- Full access – westernmost access onto 101st Street (collector) to the north of the site. Aligns with local road proposed with Tract 3's concept plan. Serves traffic in all directions.
- Full access – access point in the middle of the property onto 101st Street. Serves traffic in all directions.
- Full access – access point at northeast of property onto local road. Serves traffic in all directions.
- Proposed buildings meet 30-foot building setback from future 101st Street.
- Proposed parking areas are setback 20—25 feet from future 101st Street for landscape easement.
- Deviation for paved areas to the 100-street frontage setback from K-10 Highway will be requested with the preliminary plan application. Site plan shows all proposed buildings are outside of the 100-foot setback and the deviation will only be necessary for the paved drive aisle on the south side of the development.



Exhibit 19, Tract 4 – Apartments Concept Plan.

ARCHITECTURAL COMPATIBILITY



Exhibit 20, Tract 4 – Apartments Architectural Examples.

Architectural example images have been included by the applicant for apartments. The architectural style will be determined by the developer of each parcel and will be provided with the preliminary development plan.

Tract 5 – MEDIUM DENSITY RESIDENTIAL CONCEPT PLAN ANALYSIS

SITE LAYOUT



Exhibit 21, Tract 5 – Location Map.

SITE INFORMATION TRACT 5 – RP-2

Current Zoning	AG, Agricultural
Proposed Zoning	RP-2, Planned Residential (Intermediate-Density)
Gross Site Area	16.48 acres
Number of Lots	2 lots
Number of Units	58 units
Density Proposed	3.05 du/acre (8 du/acre max)
Provided Open Space	60% (60% required)

Site Plan Information:

- Site plan includes 58 proposed townhome units in 19 buildings.
- Proposed townhomes range in size from duplexes to fourplexes.
- Project includes open space, stream buffers, storm detention and water quality features and landscape buffers.
- Increases size of transition zoning area between existing single-family and other uses and K-10 Highway.
- Two access points to the north and west of the site:

- Right in/out access – access point to future 99th Street to the north. Serves eastbound traffic.
- Full access – access point to future 101st Street to the east. Aligns with Tract 3's proposed local road. Serves traffic in all directions.
- Proposed buildings meet 30-foot building setback from all streets.
- No deviation requests are anticipated with this site plan.

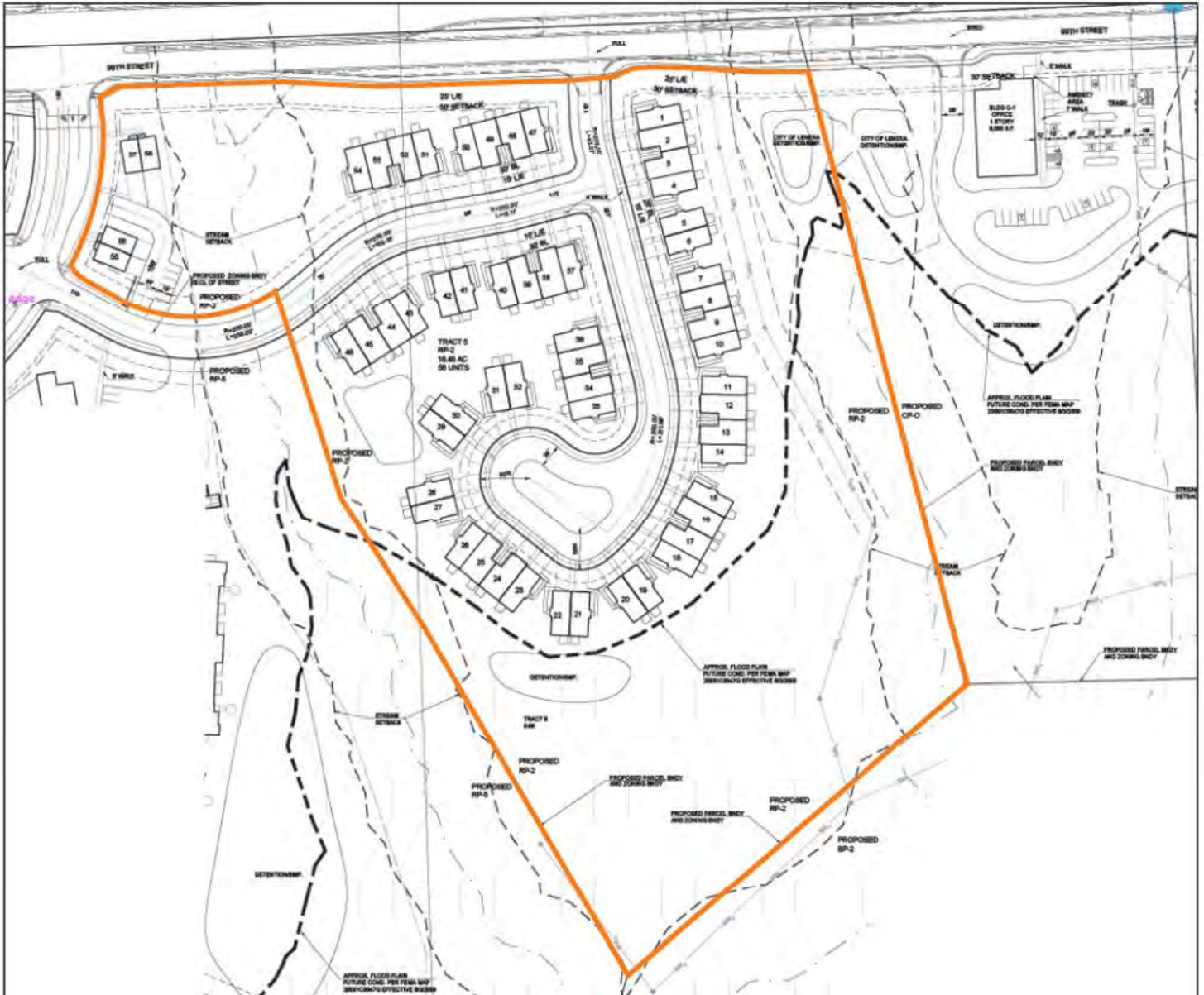


Exhibit 22, Tract 5 – Townhomes Concept Plan.

ARCHITECTURAL COMPATIBILITY



Exhibit 23, Tract 5 – Townhomes/ Attached Villas Architectural Examples.

Architectural example images have been included by the applicant for townhomes. The architectural style will be determined by the developer of each parcel and will be provided with the preliminary development plan.

Tract 6 – OFFICE CONCEPT PLAN ANALYSIS

SITE LAYOUT

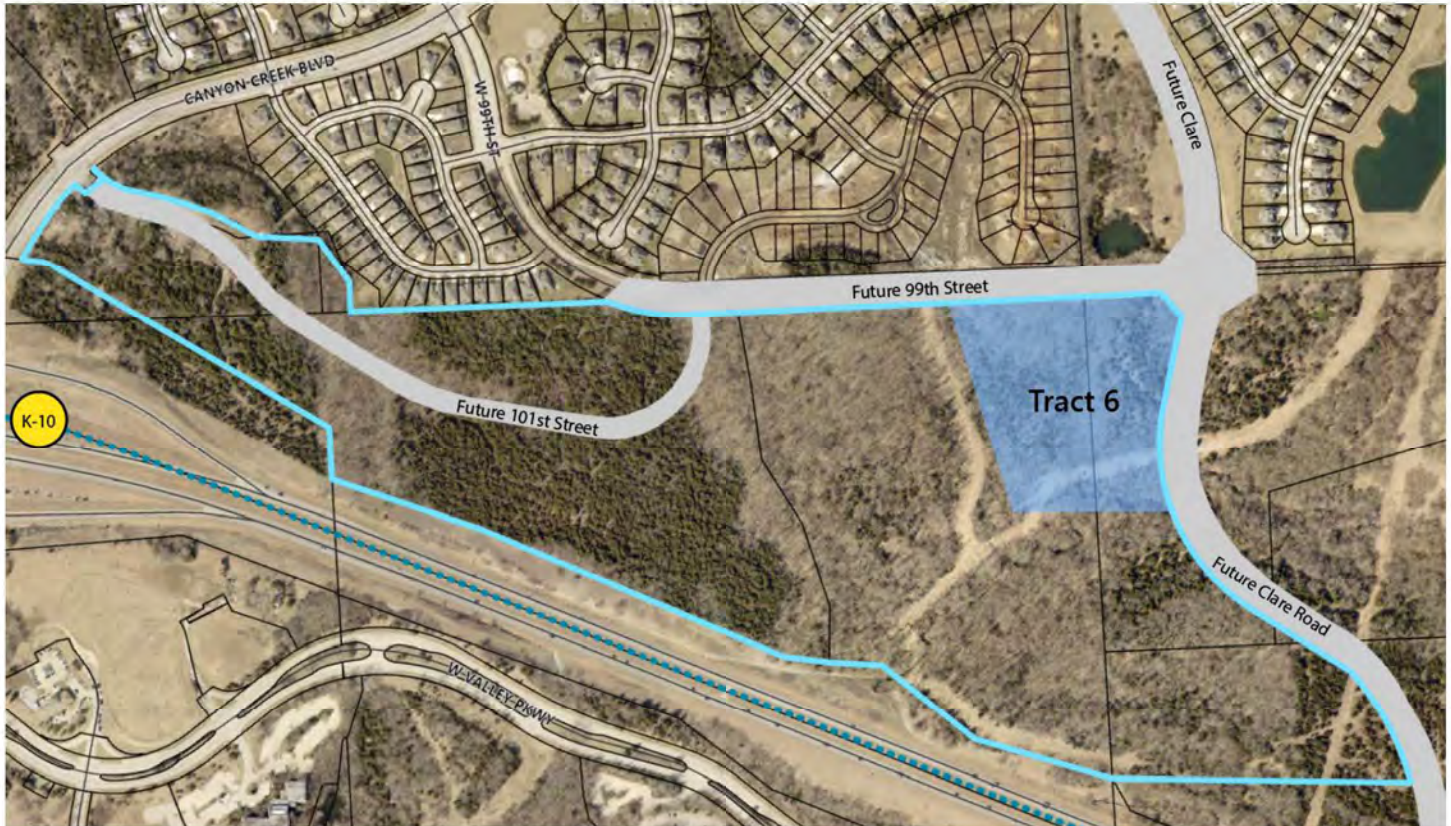


Exhibit 24, Tract 6 – Location Map.

SITE INFORMATION TRACT 6 – CP-O	
Current Zoning	AG, Agricultural
Proposed Zoning	CP-O, Planned General Office
Net Site Area	11.04 acres
Provided Open Space	82.75% (35% required)
Proposed Parking	137 spaces (72 minimum required)

Site Plan Information:

- Site plan includes two office buildings:
 - Building 1 – 8,050 square foot, one-story office building
 - Building 2 – 19,750 square foot, one-story office building
- Project includes open space, multiple stream buffer setbacks, storm detention and water quality features and landscape buffers.
- Provides transition of zoning from single-family to higher intensity office/research and development uses.
- Two access points are provided into the site. One to future 99th Street north of the site and one to future Clare Road to the east of the site:

- Right in/out access – northwesternmost access point to future 99th Street, servicing eastbound traffic only.
- Full access – Access point to future Clare Road (arterial) to the east in the middle of the property. Anticipated to align with any proposed local roads to the west of this development. Serves traffic in all directions.
- Proposed buildings meet the 30-foot building setback from future 99th Street and future Clare Road.
- Proposed parking areas are set back 25 feet from future 99th Street and future Clare Road.
- No deviation requests are anticipated with this site plan.

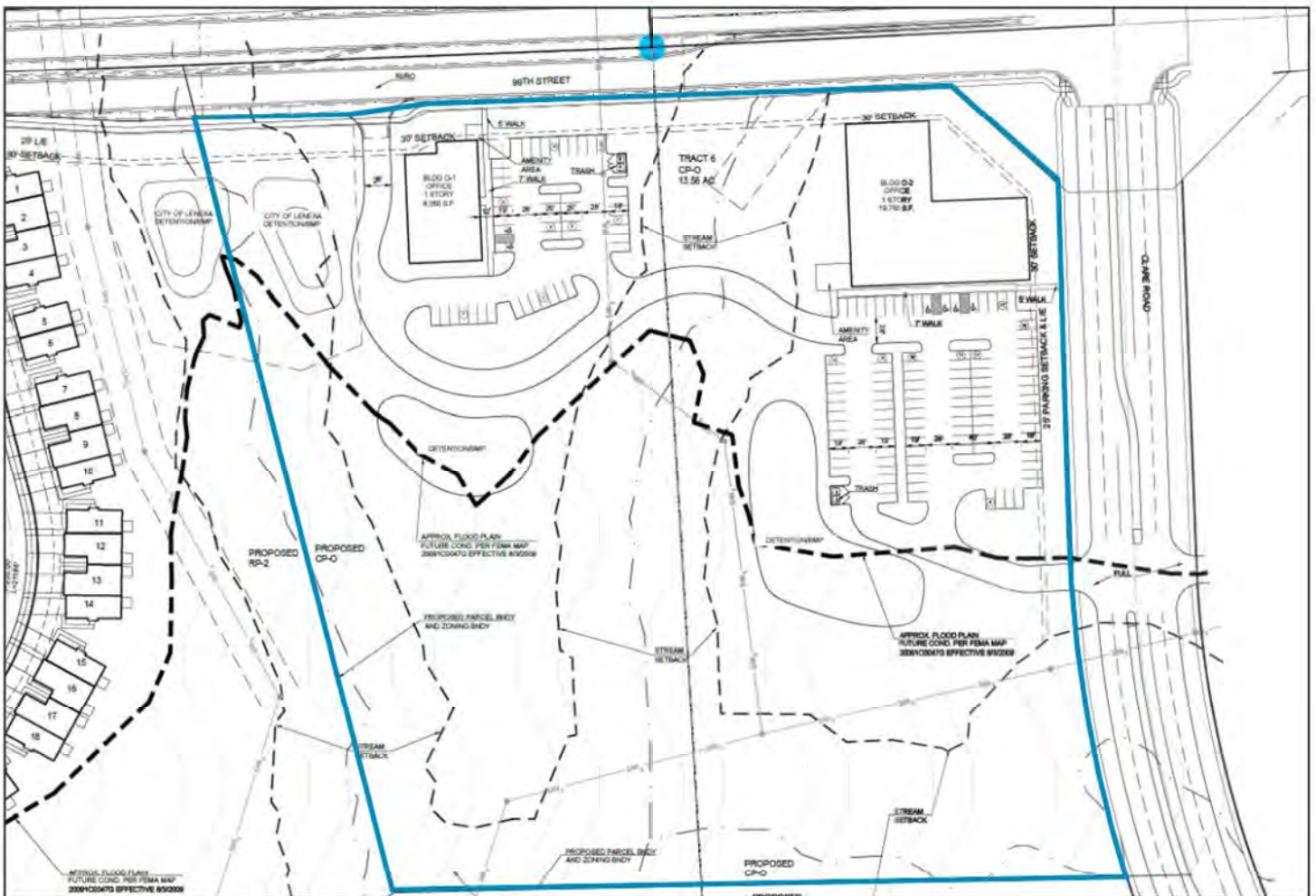


Exhibit 25, Tract 6 – Office Concept Plan.

ARCHITECTURAL COMPATIBILITY



Exhibit 26, Tract 6 – Office Architectural Examples.

Architectural example images have been included by the applicant for offices. The architectural style will be determined by the developer of each parcel and will be provided with the preliminary development plan.

Tract 7 – INDUSTRIAL/BUSINESS PARK CONCEPT PLAN ANALYSIS

SITE LAYOUT

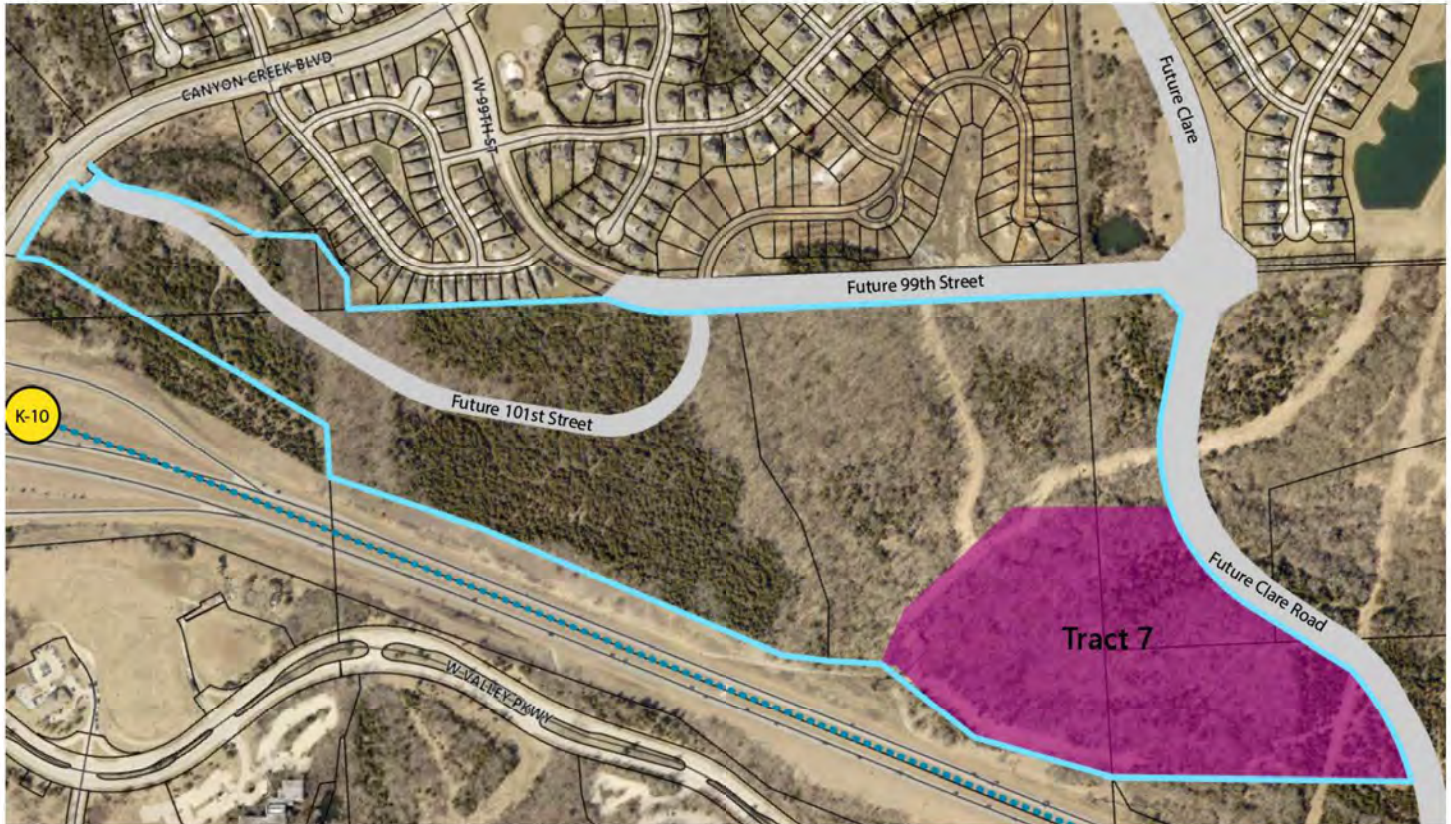


Exhibit 27, Tract 7 - Location Map.

SITE INFORMATION TRACT 7 – BP-2	
Current Zoning	AG, Agricultural
Proposed Zoning	BP-2, Planned Manufacturing
Gross Site Area	32.24 acres
Provided Open Space	58.22% (25% required)
Proposed Parking	194 spaces (150 required)

Site Plan Information:

- Site plan includes one large office/warehouse building:
 - Building 1 – 150,000 square feet
- Project includes open space, stream buffers, storm detention and water quality features and landscape buffers.
- Outdoor public pedestrian amenity area details will be provided with the preliminary plan.
- Two access points to future Clare Road (arterial) to the east of the site:
 - Right in/out access – north access point servicing southbound traffic only.
 - Full access – access towards the south of the property aligns with future 101st Street on the east side of future Clare Road. Serves traffic in all directions.
- Proposed buildings meet 50-foot building setback from future Clare Road.
- Proposed parking areas are set back 20 feet from future Clare Road for landscape easements.

- The concept plan meets the required 100-foot street frontage setback from K-10 Highway.

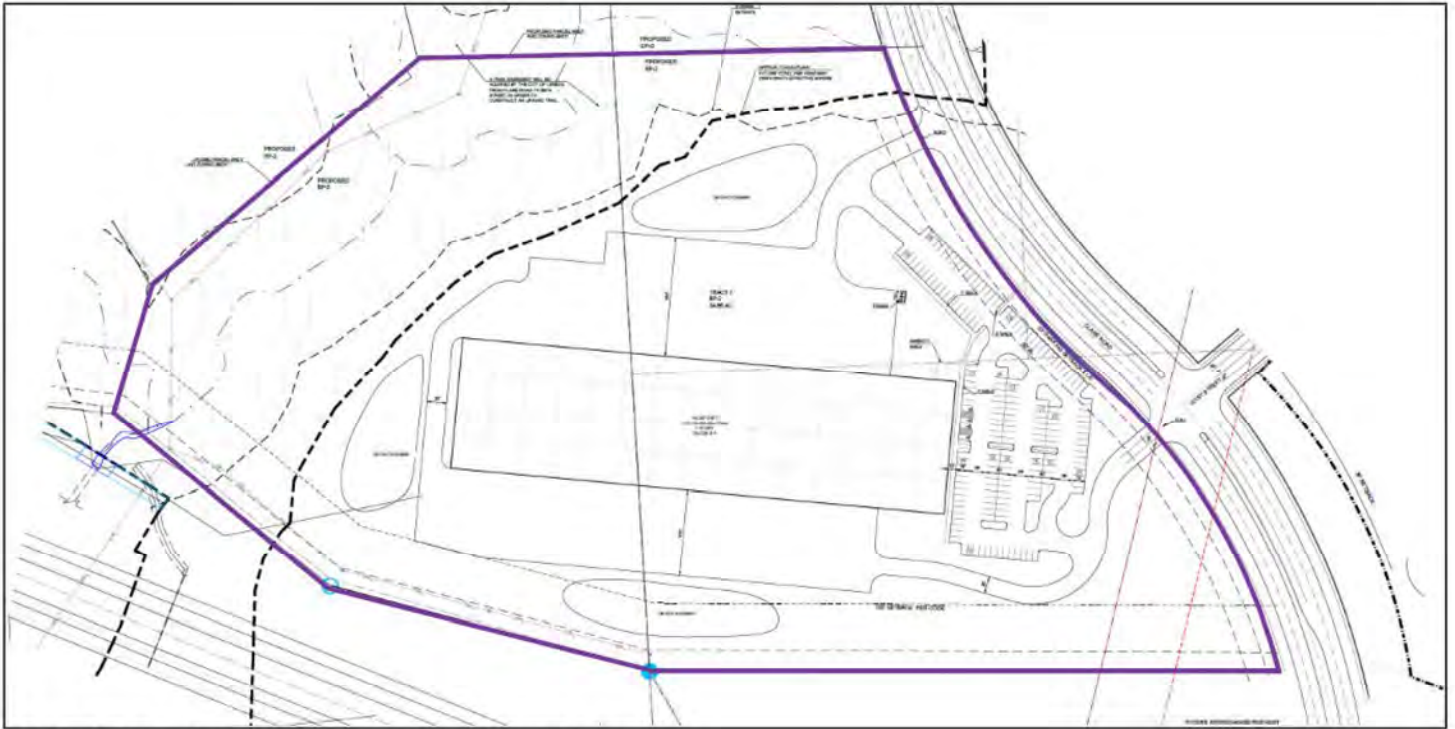


Exhibit 28, Tract 7 – Industrial/Business Park Concept Plan.

ARCHITECTURAL COMPATIBILITY



Exhibit 29, Tract 7 – Business Park Architectural Examples.

Architectural example images have been included by the applicant for business parks. The architectural style will be determined by the developer of each parcel and will be provided with the preliminary development plan.

INFORMATIONAL COMMENTS

The rezoning and concept plan applications are tentatively scheduled to be considered by the Governing Body on December 6, 2022.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the concept plan for Cedar Canyon West located at the northeast corner of Canyon Creek Boulevard and K-10 Highway.

CEDAR CANYON WEST RP-4 ZONING REQUEST NARRATIVE

The Owner is requesting RP-4 for the area along K-10 Highway for the following reasons.

1. The proposed zoning is consistent with the uses and intensity within the 7/10 Crossroads Activity Center.
2. The comprehensive plan includes goals to have housing diversity to have multi-family housing dispersed throughout the City.
3. The proposed zoning is consistent with the zoning allowed for parcels with a similar context.
4. The parcel is located adjacent to a major expressway and is buffered from existing residential with less intense transitional zoning and located considerable distance from existing residential.
5. The proposed zoning would enhance the marketability for retail/commercial uses as stated in the Comprehensive Plan for the 7/10 Crossroads Activity Center.
6. The proposed use is less intense than the land use shown on the current Comprehensive Plan.
7. Roads and infrastructure, required by the City and previously approved, will allow access to and from the parcel that access the arterial street network directly. The proposed use would also offset the cost for the infrastructure.
8. A considerable amount of the overall site area is to remain as natural open space.
9. The proposed number of units is consistent with the existing RP-4 communities and the average number of units per community based on the National Apartment Association.

The parcel for the proposed RP-4 is located within the area that the City Comprehensive plan identifies as the 7/10 Crossroads activity center that is planned to have more concentration of more intense uses. The Comprehensive plan and the Vision 2040 plan contain goals to encourage a variety of housing choices and a mix of residential opportunities. The Comprehensive plan also states that multi family housing should be dispersed throughout the City. There are only a couple of apartment communities in the K-7/K-10 area. The proposed use would provide more housing choices and more variety of housing in this area to encourage new and support existing business in the area.

The context for this parcel is similar to the context of the areas where existing RP-4 and High Density Residential is located in the City. All of the existing apartment communities between 95th Street and north City limits along Interstate 435 expressway are zoned RP-4 or RP-5, all are located immediately adjacent to either RP-2 or RP-1 zoning districts and all are within close proximity to commercial and business uses. The proposed Cedar Canyon West RP-4 parcel is located immediately adjacent to K-10 expressway, located adjacent to RP-2 zoning districts and within close proximity to proposed commercial and business uses.

The land use on the current Comprehensive Plan is Office Research & Development, which would allow office and some manufacturing and assembly businesses. The intensity and allowed building height is significantly greater for these uses than the proposed RP-4 use. With this land use, the typical land use is CP-O which has no height restriction or BP-1/BP-2 which would allow heights up to 65 feet. In addition, the buildings could be significantly larger and have higher parking requirements and vehicular trips.

The alignment of 101st Street from Canyon Creek Boulevard to 99th Street, as required and previously approved by the City, allows drivers to and from the uses along the street, including the RP-4 site to travel to arterial streets without needing to travel through existing residential neighborhoods. The infrastructure cost because of the overall low density is extensive. The proposed use would also offset the extensive cost for the infrastructure.

A considerable amount of the overall site area is to remain as natural open space which reduces the density of the overall area considerably. The natural open space area east of the proposed RP-4 parcel is approximately 16 acres. This area combined with the open space within the RP-4 area is approximately 20 acres. This amount of open space reduces the intensity of the overall area to be well below what is found in similar existing RP-4 projects in the City. According to the National Apartment Association 2021 survey, the average number of units for mid/high rise multifamily communities is 388 units. Based on information from local apartment developers, apartment communities need over 300 units to cover the rising property, construction and operation costs. The proposed number of units is consistent with the number of units allowed in existing RP-4 communities in the City.

CEDAR CANYON WEST BP-2 ZONING REQUEST NARRATIVE

The Owner is requesting BP-2 for the area along K-10 Highway. The primary reasons for requesting BP-2 zoning is to allow more flexibility in the uses that could occur on the parcel and it is consistent with the zoning allowed for parcels with a similar context. The type of intersection at K-10 and Clare Road, interchange or flyover, would influence the types of uses that would occur on the parcel. There are uses allowed in the BP-2 that are not allowed in the BP-1 that could occur in either scenario.

The potential BP-2 uses that could occur without an interchange would be similar to the uses found in College Crossings Business Park, College Crossover West, 107th/108th and Pflumm Business Park and Pflumm Business Center. All of these business parks have small scale service, light manufacturing and light industrial that utilize routes on arterial streets that have similar context to this parcel. The BP-2 zoning includes the following uses found in these projects that are not allowed in the BP-1 district that could be potential uses for this parcel; General Construction sales and service (plumbing services, electrical services, specialty building product sales), fitness center, veterinary services, laundry services and manufacturing.

If an interchange is constructed the potential uses could include warehouse and distribution uses. It is unlikely that a warehouse distribution business would seek to locate on this parcel if there is no interchange. The existing warehouse distribution business in the City have direct access or are located within close proximity to interchanges.

The BP-2 zoning is consistent with the zoning allowed on parcels with a similar context. College Crossings Business Park, College Crossover West, 107th/108th and Pflumm Business Park and Pflumm Business Center are located adjacent to expressways, not adjacent to interchanges, and adjacent or near to residential uses. The City Comprehensive Plans has more intense uses extending along the north side of K-10 and along both sides of K-7. When 99th Street is extended east over K-7 and connected to 101st Street which extends to Lone Elm Road where the future interchange is planned, 99th Street and 101st Street would be similar to character of Pflumm Road adjacent to the business parks mentioned previously. In addition, since the business/office park uses shown on the Comprehensive Plan extend north on both sides of Dunraven Road along K-7 to Prairie Star Parkway, Dunraven would also be similar to the character of Pflumm Road.

As with any project, the City will review any plan and use submitted for approval on this parcel. The description of the BP-2 zoning district in Section 4-1-B-19 BP-2 of the UDO includes the criteria that "businesses within the BP-2 District shall not create incompatible land-use relationships or hazards to surrounding areas." Section 4-1-B-27.E of the UDO includes provisions that allow the Governing Body to determine if a use would be allowed within a zoning district.



- TRACTS 1 AND 2**
1. 11.61 ACRES +/-
 1. EXISTING ZONING AG & CP-2
 2. PROPOSED ZONING CP-2
- TRACT 3**
1. 10.10 AC +/-
 2. EXISTING ZONING AG
 3. PROPOSED ZONING RP-2
- TRACT 4**
1. 22.96 AC +/-
 2. EXISTING ZONING AG
 3. PROPOSED ZONING RP-4
- TRACT 5**
1. 16.47 AC +/-
 2. EXISTING ZONING AG
 3. PROPOSED ZONING RP-2
- TRACT 6**
1. 16.05 AC +/-
 2. EXISTING ZONING AG
 3. PROPOSED ZONING CP-O
- TRACT 7**
1. 22.56 AC +/-
 2. EXISTING ZONING AG
 3. PROPOSED ZONING BP-2



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PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

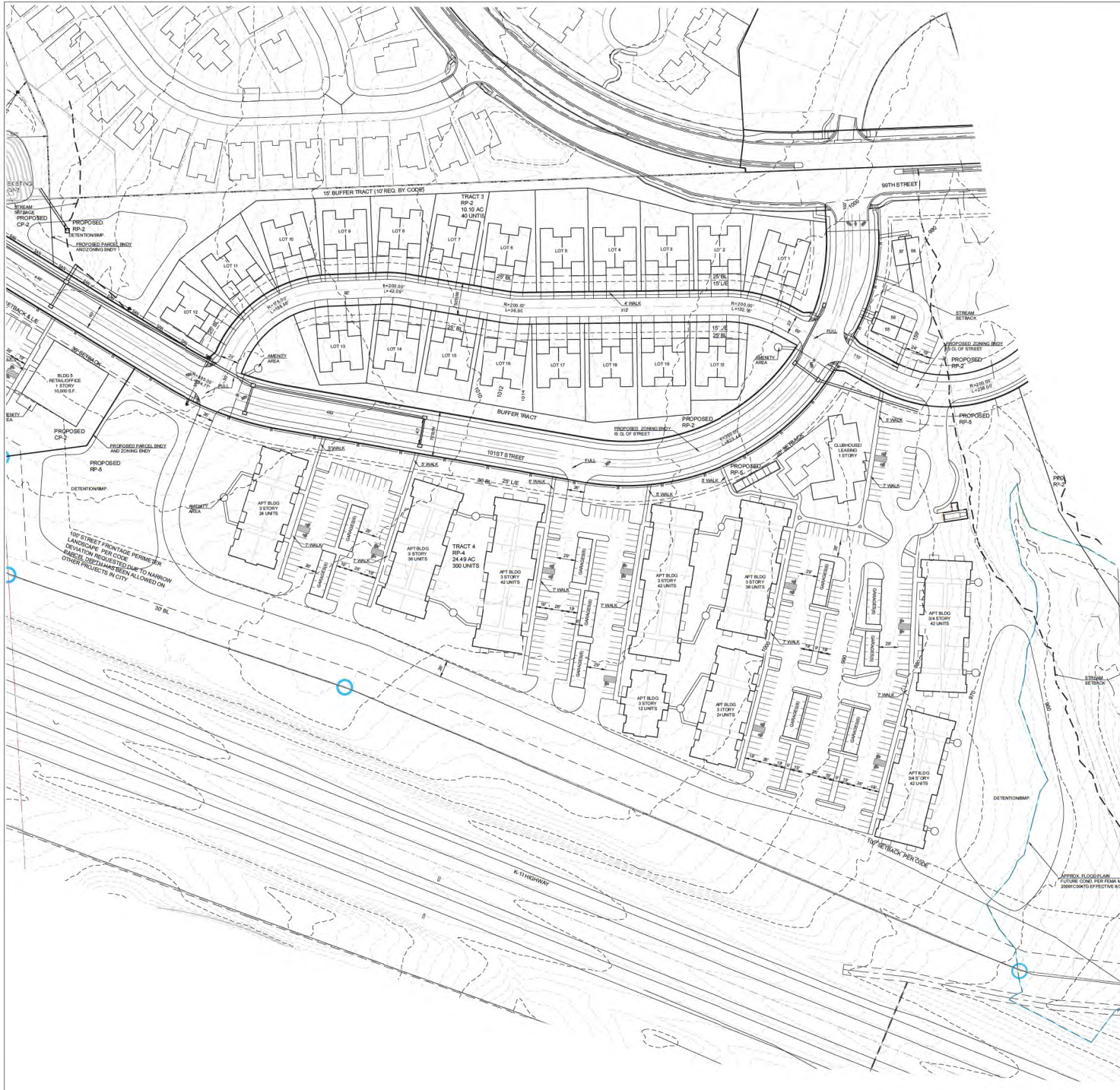
CEDAR CANYON
REZONING AND CONCEPT PLAN

CANYON CREEK BOULEVARD AND 99TH STREET LENEXA, KANSAS

REVISION	DATE	DESCRIPTION
1	12/15/2022	TRACT 1 BOUNDARY & 16.05 AC TRACT 6
2	12/15/2022	TRACT 1 BOUNDARY & 16.05 AC TRACT 6
3	12/15/2022	TRACT 1 BOUNDARY & 16.05 AC TRACT 6
4	12/15/2022	TRACT 1 BOUNDARY & 16.05 AC TRACT 6
5	12/15/2022	TRACT 1 BOUNDARY & 16.05 AC TRACT 6
6	12/15/2022	TRACT 1 BOUNDARY & 16.05 AC TRACT 6
7	12/15/2022	TRACT 1 BOUNDARY & 16.05 AC TRACT 6
8	12/15/2022	TRACT 1 BOUNDARY & 16.05 AC TRACT 6
9	12/15/2022	TRACT 1 BOUNDARY & 16.05 AC TRACT 6
10	12/15/2022	TRACT 1 BOUNDARY & 16.05 AC TRACT 6

PROJECT NUMBER: 22-001

SHEET: CP-1



TRACT 3 RP-2 INFORMATION:	
GROSS SITE AREA	10.10 AC
APPROX. ROAD ROW AREA	1.84 AC
NET SITE AREA	8.26 AC
NUMBER OF LOTS	20 LOTS AND 2 TRACTS
NUMBER OF UNITS	40 UNITS
MAXIMUM NUMBER OF UNITS ALLOWED BY CODE	67 UNITS
MINIMUM SITE AREA PER DWELLING UNIT REQUIRED BY CODE	5,000 S.F.
MINIMUM SITE AREA PER DWELLING UNIT PROPOSED	9,212.54 S.F.
MAXIMUM DENSITY ALLOWED BY CODE	4.00 UNITS PER ACRE
DENSITY PROPOSED	1.8 ACRES
OPEN SPACE TRACT AREA	80' x 100' 8,000 S.F.
MINIMUM LOT SIZE ALLOWED BY CODE	80'x100' 8,000 S.F.
MINIMUM LOT SIZE PROPOSED	3,000 S.F. MIN, 5,100 S.F. MAX.
BUILDING FOOTPRINT AREA	25 FT.
MINIMUM FRONT SETBACK ALLOWED BY CODE	25 FT.
MINIMUM FRONT SETBACK PROPOSED	25 FT.
MINIMUM INTERIOR SIDE SETBACK ALLOWED BY CODE	7 FT.
MINIMUM INTERIOR SIDE SETBACK PROPOSED	7 FT.
MINIMUM CORNER LOT STREET SIDE SETBACK ALLOWED BY CODE	25 FT.
MINIMUM CORNER LOT STREET SIDE SETBACK PROPOSED	25 FT.
MINIMUM REAR SETBACK ALLOWED BY CODE	20 FT.
MINIMUM REAR SETBACK PROPOSED	20 FT.
MINIMUM OPEN SPACE REQUIRED BY CODE	60% OF LOT AREA
MINIMUM OPEN SPACE PROPOSED	60% OF LOT AREA
MAXIMUM HEIGHT ALLOWED BY CODE	35 FT.
MAXIMUM HEIGHT PROPOSED	35 FT.

- NOTE
1. TRACT A WILL OWNED AND MAINTAINED BY THE HOME OWNER ASSOCIATION AND SHALL BE USED FOR OPEN SPACE.
 2. TRACT B WILL BE OWNED BY THE HOME OWNER ASSOCIATION AND SHALL BE USED FOR OPEN SPACE AND STORMWATER TREATMENT.

TRACT 4 RP-4 INFORMATION:	
GROSS SITE AREA	22.96 AC(1,000,137.60 S.F.)
ROW AREA	0.94 AC
NET SITE AREA	22.02 AC(968,191.20 S.F.)
NUMBER OF LOTS	1 LOT
NUMBER OF UNITS ILLUSTRATED ON THIS CONCEPT PLAN	300 UNITS
NUMBER OF UNITS ALLOWED BY CODE	367 UNITS
MAXIMUM DENSITY ALLOWED BY CODE	16.00 UNITS PER ACRE
DENSITY ILLUSTRATED ON THIS CONCEPT PLAN	13.62 UNITS PER ACRE
SITE AREA PER DWELLING UNIT REQUIRED BY CODE	2,723 S.F.
SITE AREA PER DWELLING UNIT PROPOSED	3,323.78 S.F.
BUILDING AREA PROPOSED	153,096 S.F.
PAYMENT AREA PROPOSED	215,987 S.F.
OPEN SPACE REQUIRED BY CODE(60% OF NET AREA)	13,214 AC(575,514.72 S.F.)
OPEN SPACE PROPOSED	580,106.20 S.F. (81.00%)
MAXIMUM HEIGHT ALLOWED BY CODE	25 FT.
MAXIMUM HEIGHT PROPOSED	48 FT. 3/4 STORIES (DEVIATION REQUESTED)*

- DEVIATIONS REQUESTED FOR RP-4
1. REDUCE SETBACK ALONG K-10 TO 30' AS ALLOWED FOR OTHER PROJECTS IN THE CITY THAT ARE ADJACENT TO EXPRESSWAYS.
 2. BUILDING HEIGHT DEVIATION TO ALLOW INCREASE OF 35% AS ALLOWED BY CODE TO ALLOW HEIGHT OF 48' MEASURED AT FRONT OF BUILDING.
- Section 4-18-26-3-4 Property Development Regulations Height: Building height refers to the vertical distance between the average finished grade along the front of a building and either: a) the highest point of the copes of a flat roof; b) the highest point of a mansard roof; or c) the average height level between the eaves and ridge line of a gable, hip or gambrel roof. In the case of towers or walls, height shall be measured on the side with the least vertical exposure above finished grade.
- Section 4-18-27-3-4 Planned Development Regulations Height: Maximum building heights may be increased by up to 35 percent. Fence and wall height may be increased 20 percent in accordance with 50-5-5 of the Article.

- GENERAL NOTES
1. FLOOD NOTE: There is no FEMA identified floodplain located on the proposed property per Flood Insurance Rate Map (FIRM) No. 220202404 and 220202405 (FIRM August 5, 2020).
 2. Boundary and easement data is from a survey prepared by Design & Associates, P.A.
 3. Topography and adjacent lots are represented from LDCS ABB.
 4. Existing utilities have been shown to the greatest extent possible based upon field notes by utility companies and information provided to the engineer.
 5. All utility lines shown in the plan are LDCS ABB and information provided by utilities for the alignment projects.
 6. All parking is lighting shall comply with the city codes and ordinances.
 7. All new on-site wiring and cable shall be placed underground per the city codes and ordinances.
 8. All existing power distribution and/or telephone cabinets shall be placed within the service area or new building setback lines unless the planning official approves the placement of the cabinets in the front or corner yard as outlined in the LDCS.
 9. All parking spaces shall meet the requirements in the LDCS.
 10. All stormwater management shall be in accordance with the City of Lenexa design standards and codes.
 11. Retaining wall shall be constructed of concrete or masonry and shall be constructed in accordance with the City of Lenexa design standards and codes.
 12. All parking spaces shall be a minimum of 25'.
 13. All parking spaces shall be a minimum of 25'.
 14. All parking spaces shall be a minimum of 25'.
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ENGINEERS & ARCHITECTS
1402 WEST 107TH STREET, LENEXA, KANSAS 66151
(913) 625-5118 • FAX: (913) 625-6040
WWW.SCHLAGELANDASSOCIATES.COM

PREPARED BY:
SCHLAGEL & ASSOCIATES, P.A.

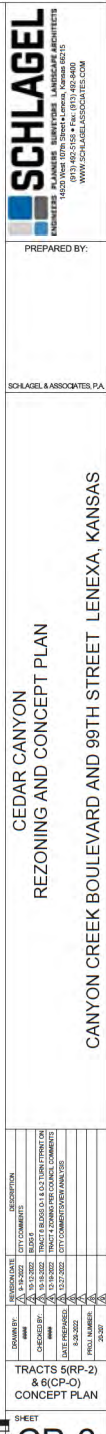
CEDAR CANYON
REZONING AND CONCEPT PLAN
CANYON CREEK BOULEVARD AND 99TH STREET, LENEXA, KANSAS

REVISION	DATE	BY	DESCRIPTION
1	10/15/2022	MM	INITIAL CONCEPT PLAN
2	10/15/2022	MM	TRACT 3 RP-2 & 4 (RP-4) CONCEPT PLAN
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SCALE: 1" = 60'

TRACTS 3(RP-2) & 4(RP-4)
CONCEPT PLAN
SHEET
CP-5

Page 148



9. Cedar Canyon West - Remanded to the Planning Commission by the City Council. Consideration for rezoning and a concept plan for property located at the northeast corner of Canyon Creek Boulevard & K-10 Highway.

Consideration for rezoning property from the AG, Agricultural, and CP-2, Planned Community Commercial, Zoning Districts to the CP-2, Planned Community Commercial, CP-O, Planned General Office, BP-2, Planned Manufacturing, RP-2, Planned Residential (Intermediate Density), and RP-5, Planned Residential (High-Density) Zoning Districts. RZ22-09

Consideration of a concept plan for the development of a mixed-use site consisting of commercial, office, business park, and residential uses on approximately 112 acres. PL22-04CP

APPLICANT PRESENTATION:

Dan Foster of Schlagel and Associates presented information about the proposed project. He provided an overview of the development. The main topics of discussion from the remand from City Council were related to Tract 4 and traffic for Tract 7.

He highlighted that Tract 4 adds rooftops and enhances the marketability for commercial uses. Tract 4 also provides an additional housing choice. The multi-family area is similar in context to other multi-family developments because it is surrounded by RP-2 zoning and highways. According to market data, an apartment development needs about 300 units to be viable. There is a significant cost to bring utilities to the site. He showed a graphic that provides a cross-section of the buildings on Tract 4 and noted that the majority of the buildings are three story and only two buildings on the east side have a fourth story on one side. He said the three would potentially be visible to existing single family and the four story is on the side facing the open space. The building would be stepped down in relation to the grade. The buildings are about 900' from the closest single-family buildings and there are other two-family structures and streets between the single-family and the multi-family. The roof lines of the single-family and the multi-family are only three feet different due to the change in elevation between the existing subdivisions and the subject site. There is approximately 80 acres of open green space within the site.

He began talking about Tract 7. He noted several business park areas in Lenexa that use arterial roads for transportation. He noted that College Crossover uses College and Pflumm or Lackman to get to the highway. A truck route is possible without an interchange at Clare Road. It is unlikely that a distributor would want to use the site if there was no interchange at Clare Road. He mentioned several users that could be located at the site, including general construction sales and service, plumbing services, electrical services, specialty building product sales, a fitness center, veterinary services, laundry services and light manufacturing. Those are the kinds of uses that they wish to have flexibility to attract on this site. He pointed out that there were a couple of code provisions that allow the City to review each use as it comes in. He said Section 4-1-B-19 states "Businesses within the BP-2 districts shall not create incompatible land use relationships or hazards." He reminded the Commission that this is a concept plan and requires further review in the future. He said the engineering staff requested that they submit a traffic study at preliminary plan stage, which would include some type of truck route analysis. He noted that Staff recommends approval and Mr. Foster requested approval from the Planning Commission.

STAFF PRESENTATION:

Christa McGaha presented the Staff Report. She provided a short history of the development's entitlement process. The Planning Commission recommended approval of the project on November 7, 2022 and the City Council voted to remand the project to the Planning Commission for further discussion on December 6, 2022.

She provided an overview of the entire plan and noted that tonight the discussion is focused on the City Council's remand topics related to Tract 4 and Tract 7.

She provided a slide with a table that compared the original submittal and the current submittal in relation to zoning, building height, number of dwelling units, and the density. The applicant reduced the request for zoning from RP-5 to RP-4 since the last Planning Commission meeting. The applicant requests a deviation for building height for the east side of the two easternmost buildings. The proposed maximum height in this area is 48'.

She discussed truck traffic routes for Tract 7. Four colored routes were provided on a graphic. The yellow route on 99th and Canyon Creek Boulevard is the most feasible because the infrastructure is not yet in place for the alternative routes. Staff recommends approval without any conditions; however, if a condition related to the truck traffic is needed, she provided a slide with some sample language:

The potential land uses for Tract 7 may generate heavy truck traffic that may require the construction of the Clare Road and K-10 Highway interchange. Any preliminary plan application for Tract 7 shall be accompanied by a traffic study and engineering review that reflects the amount and distribution of trucks on the City's street network so that a determination can be made regarding the impact to the City's street network, uses along the network, and the necessity of the Clare Road and K-10 Highway interchange.

She concluded her presentation.

PUBLIC HEARING:

Chairman Poss noted the application did not require a public hearing but asked if anyone wanted to make any comments on behalf of the item.

Richard Baumgartner said there are questions about Tract 4. He stated he is not opposed to RP-4 but asked if it was premature to discuss deviations beyond RP-4 during this phase. He asked if the deviation request could wait until the preliminary plan stage to see who the developer is that wants to request RP-4. If they need a deviation, it can be granted at that time. His second issue is with truck traffic for Tract 7. He said if there are mitigating circumstances, the plans will be reviewed by the Planning Commission and City Council regarding the specific uses for the BP-2 rezoning. He stated, then, we do not have a big argument. They have a concern about trucks travelling up Canyon Creek Boulevard and 99th Street in order to reach that location.

Jerry Tanner said this is a concept plan and did not understand why we would grant a deviation at this time. There are no buildings here over three stories. There are a lot of elevation changes in the area. He thinks we are jumping the gun to allow a deviation on a concept plan. The bigger issue for Tract 7 is that if we don't have the interchange at Clare he doesn't think the site is feasible. He said there is a lot of traffic on Prairie Star Parkway and there are circles (roundabouts). He is concerned that 99th Street has bike lanes and could include tractor trailers. He has no objection on Tract 7 as long as the Clare interchange is complete. He said it would be a bad situation for traffic otherwise.

Chairman Poss entertained a motion to **CLOSE** the Public Hearing. Moved by Commissioner Leib, seconded by Commissioner Burson, and carried by a unanimous voice vote.

PLANNING COMMISSION DISCUSSION:

Chairman Poss said he does not have an issue with the height proposal for Tract 4. He was comfortable with RP-5 in the original proposal. He reviewed the potential truck routes on the graphic for the audience.

He asked Tim Collins which interchanges are planned along K-10. Tim Collins said there are future plans for Clare Road and Lone Elm Road to have interchanges. Chairman Poss asked if there are any plans to have an interchange at Monticello. Tim Collins replied no, there is not a plan to have an interchange at Monticello Road at K-10.

Commissioner Handley said that businesses may not be interested in the site if there isn't an interchange. A less traffic-heavy user would not select that site without good access. He was comfortable with Tract 4 being RP-5 when it was previously presented in November because of the significant grade change. Overall, he was more comfortable with the concept plan an RP-5 with the ability to say no if it came back with RP-4 and substantial deviations. He stated on the record that he is fine with the application as is.

Commissioner Woolf said a traffic study would be needed for Tract 7.

Commissioner Burson said that RP-4 with a deviation accomplishes the same thing as before. The project will be seen again in preliminary and final plan stages. He is okay with the height deviation because of the grade change. The four-story part is also adjacent to green space. He is not supportive of something like an Amazon warehouse on Tract 7 without the Clare interchange, but a lower-traffic use could be appropriate in BP-2 zoning. Although the public has voiced their concern, he thinks the potential condition provided by Staff tonight is appropriate. He is in support of Tract 7 with the condition proposed tonight.

Commissioner Leib said he agreed with other regarding Tract 4. He is trying to understand if there is any difference between the language provided in the original staff report and the condition currently presented. Scott McCullough said he believes that staff had not recommended a specific condition on Tract 7. It was information about the normal analysis of development projects. It brings focus and greater attention to the interchange itself and that is what the condition is meant to do. It is because of the attention brought to the matter that condition is worth placing on the concept plan. Commissioner Leib said that seeing "shall" on the report he assumed that was required. If it is not required and part of the process he does not think "shall" should be a part of the notes. He is supportive of the condition being there now.

Chairman Poss said the path that the project has to take to move forward should be clear. He supported this previously and thought that it was addressed well the first time, but this discussion should solidify their position.

MOTION:

Chairman Poss entertained a motion to recommend **APPROVAL** for rezoning property from AG and CP-2 to CP-2, RP-2, RP-4, CP-O and BP-2 for **Cedar Canyon West** located at the northeast corner of Canyon Creek Boulevard and K-10 Highway.

Moved by Commissioner Horine, seconded by Commissioner Burson, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to recommend **APPROVAL** of the concept plan for **Cedar Canyon West** located at the northeast corner of Canyon Creek Boulevard and K-10 Highway in the proposed CP-2, RP-2, RP-4, CP-O and BP-2 Zoning Districts with the following deviation:

1. A building height deviation for the two easternmost buildings of Tract 4 to allow a maximum height of 48 feet (four stories) on the east sides of the buildings.

And the following condition:

1. The potential land uses for Tract 7 may generate heavy truck traffic that may require the construction of the Clare Road and K-10 Highway interchange. Any preliminary plan application for Tract 7 shall be accompanied by a traffic study and engineering review that reflects the amount and distribution

of trucks on the City's street network so that a determination can be made regarding the impact to the City's street network, uses along the network, and the necessity of the Clare Road and K-10 Highway interchange.

Moved by Commissioner Leib, seconded by Commissioner Harber, and carried by a unanimous voice vote.

DRAFT

RZ 22-09

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY LOCATED AT APPROXIMATELY THE NORTHEAST CORNER OF CANYON CREEK BOULEVARD AND K-10 HIGHWAY IN LENEXA, KANSAS FROM THE AG, AGRICULTURAL TO CP-2, PLANNED COMMUNITY COMMERCIAL; RP-2, PLANNED RESIDENTIAL (INTERMEDIATE-DENSITY); RP-4, PLANNED RESIDENTIAL (HIGH-DENSITY); CP-O, PLANNED GENERAL OFFICE; AND BP-2, PLANNED MANUFACTURING ZONING DISTRICTS.

WHEREAS, on August 29 2022, Dan Foster of Schlager Associates, agent for Speedway II, LLC, owner of record, filed a request to rezone property located at approximately the northeast corner of Canyon Creek Boulevard and K-10 Highway in Lenexa, Kansas (the "Property") from the AG, Agricultural and the CP-2, Planned Community Commercial Zoning Districts to CP-2, Planned Community Commercial; RP-2, Planned Residential (Intermediate-Density); RP-5, Planned Residential (High-Density); CP-O, Planned General Office; and BP-2, Planned Manufacturing Zoning Districts; and

WHEREAS, on November 7, 2022, the Lenexa Planning Commission held a public hearing to hear the rezoning request. Notice for the public hearing was provided in accordance with K.S.A. 12-757, and

WHEREAS, the Lenexa Planning Commission recommended approval of said rezoning, as reflected in the minute record for said meeting; and

WHEREAS, on December 6, 2022, the Governing Body considered the rezoning request and Planning Commission recommendation and remanded the rezoning request to the Planning Commission for reconsideration specifically, to consider whether the request to rezone a portion of the Property to RP-5, Planned Residential (High Density) could be accommodated by a lesser zoning district, as reflected in the minute record for said meeting; and

WHEREAS, on January 9, 2023, the Lenexa Planning Commission reconsidered the application with the revised rezoning request to use the lesser zoning district of RP-4, Planned Residential (High Density) and recommended approval of said rezoning, as reflected in the minute record for said meeting; and

WHEREAS, on February 7, 2023, the Governing Body considered the rezoning request and Planning Commission recommendation, as reflected in the minute record for said meeting; and

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

SECTION ONE: The real estate hereinafter described, now zoned AG, Agricultural Zoning District, is hereby rezoned to CP-2, Planned Community

Commercial; RP-2, Planned Residential (Intermediate-Density); RP-4, Planned Residential (High-Density); CP-O, Planned General Office; and BP-2, Planned Manufacturing Zoning Districts as reflected in the minute record of the December 6, 2022, Governing Body meeting, to wit:

The following property is rezoned to CP-2, Planned Community Commercial

Parts of the Southeast One-Quarter and Southwest One-Quarter of Section 5, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northwest corner of the Southeast One-Quarter of Section 5; thence North 87 degrees 48 minutes 18 seconds East, a distance of 98.31 feet; thence South 03 degrees 13 minutes 57 seconds East, a distance of 145.94 feet; thence South 58 degrees 19 minutes 07 seconds East, a distance of 168.94 feet; thence South 31 degrees 40 minutes 53 seconds West, a distance of 178.99 feet; thence South 82 degrees 16 minutes 56 seconds West, a distance of 134.55 feet; thence North 59 degrees 33 minutes 42 seconds West, a distance of 746.46 feet; thence North 87 degrees 53 minutes 17 seconds East, a distance of 621.11 feet; said point being the Point of Beginning, and containing 4.2071 acres, more or less.

The following property is rezoned to RP-2, Planned Residential

Part of the Southeast One-Quarter of Section 5, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southeast One-Quarter of Section 5; thence North 87 degrees 48 minutes 18 seconds East, a distance of 98.31 feet to the Point of Beginning; thence North 87 degrees 48 minutes 18 seconds East, a distance of 1250.71 feet; thence South 02 degrees 12 minutes 17 seconds East, a distance of 99.49 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 350.00 feet, a central angle of 102 degrees 03 minutes 31 seconds, a chord bearing of South 48 degrees 49 minutes 29 seconds West, and an arc length of 623.44 feet; thence North 80 degrees 08 minutes 46 seconds West, a distance of 482.52 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 485.00 feet, a central angle of 21 degrees 49 minutes 39 seconds, a chord bearing of North 69 degrees 13 minutes 56 seconds West, and an arc length of 184.77 feet; thence North 58 degrees 19 minutes 07 seconds West, a distance of 221.66 feet; thence North 03 degrees 13 minutes 57 seconds

West, a distance of 145.94 feet, said point being the Point of Beginning, and containing 10.0909 acres, more or less.

AND

Part of the Southeast One-Quarter of Section 5, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southeast One-Quarter of Section 5; thence North 87 degrees 48 minutes 18 seconds East, a distance of 1,349.01 feet to the Point of Beginning; thence North 87 degrees 48 minutes 18 seconds East, a distance of 877.42 feet; thence South 14 degrees 16 minutes 13 seconds East, a distance of 820.73 feet; thence South 49 degrees 11 minutes 40 seconds West, a distance of 532.24 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 0.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 0.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 0.00 feet; thence North 30 degrees 17 minutes 32 seconds West, a distance of 493.15 feet; thence North 32 degrees 34 minutes 39 seconds West, a distance of 173.19 feet; thence North 18 degrees 06 minutes 08 seconds West, a distance of 230.27 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 200.00 feet, a central angle of 60 degrees 15 minutes 25 seconds, a chord bearing of South 88 degrees 25 minutes 38 seconds West, and an arc length of 210.34 feet; thence North 61 degrees 26 minutes 40 seconds West, a distance of 109.53 feet to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 350.00 feet, a central angle of 29 degrees 16 minutes 13 seconds, a chord bearing of North 12 degrees 25 minutes 50 seconds East, and an arc length of 178.80 feet; thence North 02 degrees 12 minutes 17 seconds West, a distance of 99.49 feet, said point being the Point of Beginning, and containing 16.4698 acres, more or less.

The following property is rezoned to RP-4, Planned Residential

Part of the Southeast One-Quarter of Section 5, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southeast One-Quarter of Section 5; thence South 03 degrees 16 minutes 00 seconds East, a distance of 401.71 feet to the Point of Beginning; thence North 82 degrees 16 minutes 56 seconds East, a distance of 134.55 feet; thence North 31 degrees 40 minutes 53 seconds East, a distance of 178.99 feet; thence South 58 degrees 19 minutes 07 seconds East, a distance of 52.73 feet to a point of curvature; thence along a curve to the left,

tangent to the previous course ? and having a radius of 485.00 feet, a central angle of 21 degrees 49 minutes 39 seconds , a chord bearing of South 69 degrees 13 minutes 56 seconds East, and an arc length of 184.77 feet; thence South 80 degrees 08 minutes 46 seconds East, a distance of 482.52 feet to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 350.00 feet, a central angle of 72 degrees 47 minutes 18 seconds , a chord bearing of North 63 degrees 27 minutes 35 seconds East, and an arc length of 444.64 feet; thence South 61 degrees 26 minutes 40 seconds East, a distance of 109.53 feet to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 200.00 feet, a central angle of 60 degrees 15 minutes 25 seconds , a chord bearing of North 88 degrees 25 minutes 38 seconds East, and an arc length of 210.34 feet; thence South 18 degrees 06 minutes 08 seconds East, a distance of 230.27 feet; thence South 32 degrees 34 minutes 39 seconds East, a distance of 173.19 feet; thence South 30 degrees 17 minutes 32 seconds East, a distance of 493.15 feet; thence South 15 degrees 58 minutes 40 seconds West, a distance of 199.98 feet; thence North 83 degrees 00 minutes 23 seconds West, a distance of 351.01 feet; thence North 67 degrees 11 minutes 57 seconds West, a distance of 1149.39 feet; thence North 71 degrees 31 minutes 49 seconds West, a distance of 556.46 feet; thence North 03 degrees 15 minutes 57 seconds West, a distance of 185.00 feet, said point being the Point of Beginning, and containing 24.6286 acres, more or less.

The following property is rezoned to CP-O, Planned General Office

Part of the Southeast One-Quarter of Section 5, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southeast One-Quarter of Section 5; thence North 87 degrees 48 minutes 18 seconds East, a distance of 2,226.43 feet to the Point of Beginning; thence North 87 degrees 48 minutes 18 seconds East, a distance of 451.07 feet; thence South 03 degrees 23 minutes 25 seconds East, a distance of 807.47 feet; thence South 88 degrees 43 minutes 03 seconds West, a distance of 296.26 feet; thence North 14 degrees 16 minutes 13 seconds West, a distance of 820.73 feet, said point being the Point of Beginning, and containing 6.8993 acres, more or less.

AND

Part of the North One-Half of the Southwest One-Quarter and part of the triangular part of the Northwest One-Quarter along the South line of the said Northwest Quarter, all being in Section 4, Township 13, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northwest corner of the said Southwest One-Quarter and the Southwest Corner of the said Northwest One-Quarter; thence along the West line

of the said Northwest One-Quarter, North 03 degrees 38 minutes 14 seconds West a distance of 28.50 feet; thence North 87 degrees 50 minutes 13 seconds East, a distance of 445.52 feet; thence South 02 degrees 07 minutes 47 seconds East, a distance of 543.43 feet to a point of curvature; thence Southerly and Southeasterly on a curve to the left being tangent to the previous course, having a radius of 1040.00 feet, a central angle of 16 degrees 44 minutes 26 seconds and an arc length of 303.86 feet; thence South 88 degrees 43 minutes 03 seconds West, a distance of 471.15 feet to a point on the West line of the said Southwest One-Quarter; thence along said West line, North 03 degrees 23 minutes 21 seconds West, a distance of 807.46 feet to the Point of Beginning, and containing 8.50 acres, more or less.

The following property is rezoned to BP-2, Planned Manufacturing

Part of the Southeast One-Quarter of Section 5, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southeast One-Quarter of Section 5; thence North 87 degrees 48 minutes 18 seconds East, a distance of 2,677.51 feet; thence South 03 degrees 23 minutes 25 seconds East, a distance of 807.47 feet to the Point of Beginning; thence South 03 degrees 23 minutes 25 seconds East, a distance of 936.87 feet; thence North 75 degrees 03 minutes 46 seconds West, a distance of 500.44 feet; thence North 51 degrees 28 minutes 23 seconds West, a distance of 416.67 feet; thence North 15 degrees 58 minutes 40 seconds East, a distance of 199.98 feet; thence North 49 degrees 11 minutes 40 seconds East, a distance of 532.24 feet; thence North 88 degrees 43 minutes 03 seconds East, a distance of 296.26 feet, said point being the Point of Beginning, and containing 11.8712 acres, more or less.

AND

Part of the North One-Half of the Southwest One-Quarter of Section 4, Township 13, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the said Southwest One-Quarter; thence along the West line of the said Southwest One-Quarter, South 03 degrees 23 minutes 21 seconds East, a distance of 807.46 feet to the Point of Beginning; thence North 88 degrees 43 minutes 03 seconds East, a distance of 471.15 feet to a point of curvature; thence Southeasterly on a curve to the left having an initial tangent bearing of South 18 degrees 52 minutes 12 seconds East, a radius of 1040.00 feet, a central angle of 29 degrees 20 minutes 38 seconds and an arc length of 532.63 feet to a point of reverse curvature; thence Southeasterly on a curve to the right having an initial tangent bearing of South 48 degrees 12

minutes 50 seconds East, a radius of 1040.00 feet, a central angle of 02 degrees 08 minutes 05 seconds and an arc length of 38.75 feet to a point on the South line of the said North one half of the Southwest One-Quarter; thence along said South line, South 87 degrees 35 minutes 39 seconds West, a distance of 762.37 feet to a point on the West line of the said Southwest One-Quarter; thence along said West line, North 03 degrees 23 minutes 21 seconds West, a distance of 487.77 feet to the Point of Beginning, and containing 6.49 acres, more or less.

AND

Part of the Southwest One-Quarter of the Southwest One-Quarter of Section 4, Township 13, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest One-Quarter of said Section 4; thence along the West line of the said Southwest One-Quarter, South 03 degrees 23 minutes 21 seconds East, a distance of 1295.23 feet to Northwest corner of the Southwest One-Quarter of the Southwest One-Quarter of said Section 4, said corner being the Point of Beginning; thence along the North line of the said Southwest One-Quarter of the Southwest One-Quarter, North 87 degrees 35 minutes 39 seconds East a distance of 762.37 feet to a point of curvature; thence Southeasterly on a curve to the right having an initial tangent bearing of South 46 degrees 04 minutes 45 seconds East, a radius of 1040.00 feet, a central angle of 28 degrees 40 minutes 34 seconds and an arc length of 520.51 feet; thence South 87 degrees 35 minutes 39 seconds West a distance of 1007.02 feet to a point on the West line of the said Southwest One-Quarter of the Southwest One-Quarter; thence along said West line, North 03 degrees 23 minutes 21 seconds West a distance of 449.11 feet to the Point of Beginning, and containing 9.38 acres, more or less.

SECTION TWO: The Community Development Director is hereby directed to amend the series of maps entitled "Official Copy Zoning District Map of the City of Lenexa" as adopted by the City via City Code Section 4-1-A-6(A) in accordance with said rezoning.

SECTION THREE: This Ordinance shall be construed as follows:

- A. Liberal Construction. This Ordinance shall be liberally construed to effectively carry out its purposes that are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.
- B. Savings Clause. The repeal of any ordinance or code section, as provided herein, shall not affect any rights acquired, fines, penalties, forfeitures or liabilities incurred thereunder, or any action or proceeding commenced under or by virtue of the ordinance or code section repealed. Any ordinance or code section repealed continues in force and effect after the passage, approval, and

publications of this Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities and proceedings.

- C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion, or part of this Ordinance, or the application thereof to any person or circumstance is declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance, the Lenexa City Code, or other ordinances.

SECTION FOUR: This Ordinance shall take effect after publication of an ordinance summary in the City's official newspaper as provided by State law.

PASSED by the Governing Body February 7, 2023.

SIGNED by the Mayor February 7, 2023.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Steven Shrout, Assistant City Attorney II



**CITY COUNCIL
MEMORANDUM**

ITEM 12

SUBJECT: Resolution approving Amendment No. 1 to the construction contract with McCown Gordon Construction for the Indian Trails Aquatic Center Improvements Project, the Sar-Ko-Par Trails Park Parking and Pedestrian Improvements Project, and the parking portion of the Skatepark Project

CONTACT: Mandy Danler, Assistant Parks & Recreation Director

DATE: February 7, 2023

ACTION NEEDED:

Adopt a resolution approving Amendment No. 1 to the construction contract with McCown Gordon ("McCown") Construction for the Indian Trails Aquatic Center Improvements Project, the Sar-Ko-Par Trails Park Parking and Pedestrian Improvements Project, and the parking portion of the Skatepark Project.

PROJECT BACKGROUND/DESCRIPTION:

In December 2021, the City entered into an agreement with McCown to serve as the Construction Manager for the Indian Trails Aquatic Center Project located in Sar-Ko-Par Trails Park ("Agreement"), which included \$38,450 for preconstruction services. Since entering into the Agreement, the City, McCown, and project architect Confluence, have worked together to coordinate planning, design, and budget prior to providing a guaranteed maximum price ("GMP") for construction of the Project.

The scope of the Agreement includes renovation and new construction of three areas within Sar-Ko-Par Trails Park:

- The Indian Trails Aquatic Center will be renovated using the existing footprint to include a mixture of fun and engaging aquatic amenities. The space will include new construction of a guard/admissions building and an expansion of a pump house building.
- New park parking will be constructed west of the Indian Trails Aquatic Center and will include 120 new parking stalls, trail connections, and a new pedestrian sidewalk running along Greenway Lane.
- New parking will be constructed adjacent to the new skatepark construction and will include 24 spaces, increasing the existing parking by 14 stalls.

McCown has submitted a GMP for the Project of \$15,383,143, which includes the preconstruction services. The City and McCown are proposing to amend the Agreement to incorporate the GMP, as well as other associated documents. Construction of the Project is anticipated to start with mobilization on March 20, 2023 with substantial completion in May 2024.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This project is funded from three separate Capital Improvement Program Projects in the 2023-2027 Capital Improvement Program with a breakout for each project below.

Project	CIP Approved Total	Allocated GMP Amount for Project	CIP Project No.
Indian Trails Aquatic Center Renovation	\$15,000,000	\$13,078,143	70009
Sar-Ko-Par Trails Park Parking and Pedestrian Improvements	\$2,080,000	\$2,080,000	70002
Skatepark Reconstruction and Parking Improvements	\$1,100,000	\$225,000	70007
TOTAL Agreement Value		\$15,383,143	

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:**Vision 2040**

Healthy People
Inviting Places

Guiding Principles

Strategic Community Investment

ATTACHMENTS

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

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF LENEXA, KANSAS AND MCCOWN GORDON CONSTRUCTION, L.L.C. FOR THE CONSTRUCTION OF THE INDIAN TRAILS AQUATICS CENTER IMPROVEMENTS PROJECT AT SAR-KO-PAR TRAILS PARK.

WHEREAS, the City of Lenexa, Kansas (“City”) has defined a need for the construction of improvements to the Indian Trails Aquatics Center at Sar-Ko-Par Trails Park to provide a modernized community-wide aquatic facility with attractive amenities that can accommodate operational needs and flexibility for a wide range of mixed uses and programming (the “Project”); and

WHEREAS, on or about December 21, 2021 the City and McCown Gordon Construction, L.L.C. (“McCown”) entered into a construction contract utilizing the AIA133 – 2019 Agreement with General Conditions set forth in AIA201 - 2017, both as amended (the “Construction Agreement”), which is based upon a Cost of Work plus Fee with a Guaranteed Maximum Price (“GMP”); and

WHEREAS, since executing the Construction Agreement, the City, McCown and Confluence, as the Project architect, have worked together to coordinate planning, design and budget prior to providing a GMP for the Project and anticipate executing three separate GMPs for different phases of the Project: and

WHEREAS, McCown submitted a guaranteed maximum price of \$15,383,143 (the “GMP”) and the parties have prepared an amendment to the Construction Agreement (the “Amendment No. 1”) memorializing the GMP; and

WHEREAS, the City and McCown have read, understand and agree to the terms and conditions of the Amendment No. 1.

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

SECTION ONE: The City of Lenexa, Kansas, a Kansas municipal corporation, does hereby authorize the Mayor to execute the Amendment No. 1 to the Construction Agreement with McCown Gordon Construction, L.L.C. in substantially the same form as attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION TWO: This resolution shall become effective upon passage.

ADOPTED by the Lenexa City Council this 7th day of February, 2023.

SIGNED by the Mayor this 7th day of February, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

By: _____
Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

Approved As To Form:

Sean McLaughlin, City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 13

SUBJECT: Resolution renaming the skatepark at Sar-Ko-Par Trails Park as Rolling Magic

CONTACT: Logan Wagler, Parks & Recreation Director

DATE: February 7, 2023

ACTION NEEDED:

Adopt a resolution renaming the skatepark at Sar-K-Par Trails Park as Rolling Magic.

PROJECT BACKGROUND/DESCRIPTION:

The Skatepark Reconstruction Project kicked off in June 2022 and Phase 1 was recently completed. Phase 1 included a robust community engagement process with multiple public open houses and online surveys. The participation was exceptional and helped shaped the final conceptual design. The final conceptual design was presented at the January 3rd, 2023 City Council meeting and staff is moving forward with formal design and planning review.

Through the engagement process, there was a lot of discussion and interest around “Rolling Magic,” the skatepark built in Lenexa during the late 1970’s. Participants in the public engagement process shared stories, blueprints of the facility, and pictures of the historical skatepark. There was a significant desire to pay homage to and incorporate some elements of Rolling Magic in this new skatepark to preserve this important history. This was considered throughout the design process and influenced some of the elements. Additionally, the idea of naming the reconstructed skatepark as Rolling Magic was considered.

As a reminder, the naming of City-owned property is subject to the guidelines and procedures contained in Governing Body Policy GB09-A (the “Naming Policy”). Pursuant to the Naming Policy, the Governing Body has the final authority to name all City-owned property. Both staff and the Parks and Recreation Advisory Board (“Park Board”) are authorized to recommend names to the Governing Body pursuant to the Naming Policy. This recommendation process has been a common practice for names associated with parks and recreation facilities.

Staff discussed the project and recommended the name Rolling Magic to the Park Board at its January 11, 2023 meeting. After discussion, the Park Board unanimously approved a motion to recommend the new name – Rolling Magic.

Since then, legal staff has researched the name to ensure no trademark or copyright issues exist. Following the research, staff found no U.S. patent or trademark issues and feel there is no risk of brand confusion or business competition.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Healthy People
Inviting Places

Guiding Principles

Superior Quality Services
Extraordinary Community Pride

ATTACHMENTS

1. Resolution
2. Presentation located in the Appendix

RESOLUTION NO. _____

A RESOLUTION RENAMING THE LENEXA SKATEPARK AT SAR-KO-PAR TRAILS PARK AS “ROLLING MAGIC”.

WHEREAS, the Skatepark Reconstruction Project for the Lenexa Skatepark at Sar-Ko-Par Trails Park commenced in June 2022 and Phase 1 was recently completed; and

WHEREAS, Phase 1 included robust community engagement with multiple public open houses and online surveys; and

WHEREAS, the final conceptual design has been approved and staff is moving forward with formal design and planning review; and

WHEREAS, the exceptional participation and engagement from the community helped shape the final conceptual design for the skatepark; and

WHEREAS, through that engagement process, there was considerable discussion and interest around “Rolling Magic,” a skatepark built in Lenexa during the late 1970’s, now closed; and

WHEREAS, as part of this discussion and engagement, participants shared stories, blueprints of the late facility, and pictures of the historical skatepark, exhibiting a significant desire to pay homage to and incorporate some elements of “Rolling Magic” to preserve this important history; and

WHEREAS, this community desire was considered throughout the design process and influenced some elements of the design; and

WHEREAS, the idea of naming the reconstructed skatepark “Rolling Magic” was also favorably considered; and

WHEREAS, the skatepark property is City-owned and thus subject to the guidelines and procedures contained in Governing Body Policy GB09-A (the “Naming Policy”); and

WHEREAS, pursuant to the Naming Policy, the Governing Body has the final authority to name all City-owned property; and

WHEREAS, both staff and the Parks and Recreation Advisory Board (“Park Board”) are authorized to recommend names to the Governing Body pursuant to the Naming Policy; and

WHEREAS, this recommendation process has been a common practice for names associated with Parks and Recreation facilities; and

WHEREAS, City Staff has discussed the project and recommended the name to the Park Board at its January 11, 2023 meeting and, after discussion, the Park Board unanimously approved a motion to recommend the new name – “Rolling Magic”; and

WHEREAS, since that approval, City's legal staff has conducted research into the name to ensure no trademark or copyright issues exist and, following that research, staff found no U.S. patent or trademark issues and feel there is no risk of brand confusion or improper business competition.

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 the renaming of the Lenexa Skate Park at Sar-Ko-Par Trails Park to “Rolling Magic”.

SECTION TWO: This Resolution shall become effective upon adoption.

ADOPTED BY the City Council February 7, 2023.

SIGNED BY the Mayor February 7, 2023.

CITY OF LENEXA, KANSAS

[Seal]

Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

Approved as to Form:

Spencer L. Throssell, Assistant City Attorney II



**CITY COUNCIL
MEMORANDUM**

ITEM 14

SUBJECT: Public Market Annual Update

CONTACT: Tessa Adcock, Public Market Manager

DATE: February 7, 2023

PROJECT BACKGROUND/DESCRIPTION:

Staff will present the annual update for the Lenexa Public Market.

ATTACHMENTS

1. Presentation located in the Appendix

APPENDIX



**MINUTES OF THE
JANUARY 17, 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. Connor Downey, Scout Pack 3298, led the Pledge of Allegiance. Connor attended the meeting for his Building a Better World badge.

ROLL CALL

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

Staff present included Beccy Yocham, City Manager; Todd Pelham, Deputy 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 Arroyo made a motion to approve the December 20, 2022 and January 3, 2023 City Council meetings draft minutes and Councilmember Eiterich seconded the motion. Motion passed unanimously.

MODIFICATION OF AGENDA

There were no modifications to the agenda.

CONSENT 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. This project was selected by Johnson County for partial funding under the Stormwater Infrastructure Rehabilitation Program, receiving \$147,550. 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

Councilmember Roh made a motion to approve items 1 through 9 on the consent agenda and Councilmember Eiterich seconded the motion. Motion passed unanimously.

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.

Scott McCullough, Community Development Director, said this is a request to vacate right-of-way (ROW) north of 83rd Street on Belmont Drive. He said this is in conjunction with a replat of the area. He presented a map reflecting the site and pointed out the floodplain to the north.

Mr. McCullough said the applicant is replatting six lots into two lots for single family homes and moving the cul-de-sac south.

Mr. McCullough presented maps reflecting the proposed lots and the ROW vacation. He said that there do not appear to be any conflicts for the utility companies.

The applicant was present.

Mayor Boehm opened the public hearing at 7:04 PM.

No public comments were made.

Councilmember Sayer made a motion to close the public hearing and

Councilmember Denny seconded the motion. Motion passed unanimously.

The public hearing closed at 7:04 PM.

Councilmember Nolte made a motion to approve Item 10b and Councilmember Nicks seconded the motion. Motion passed unanimously.

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 2023-2027 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.

Mandy Danler, Assistant Parks & Recreation Director, said this is for the consultant selection and approval for the Parks & Recreation Master Plan. She said the current plan was completed 12 years ago and this process will review the community's current parks and recreation needs and priorities to design a roadmap for facility investments, guiding vision, and implementation. She said the process will include a public engagement process.

Ms. Danler reviewed the guiding vision for the 2012 Master Plan, noting that several items in that plan have been accomplished, while some have been met by surrounding communities, there is more to do. She noted that the addition of the Rec Center has allowed Parks & Recreation to offer more services and programs to residents and the department has experienced a lot of growth.

Ms. Danler presented the goals for the 2023 Master Plan, which is intended to provide direction for the next 5-10 years. She said creating this plan will aid in reaccreditation for the department and provide direction on development, redevelopment, and enhancement of many systems. She added that it will tie in with the Comprehensive Plan and use the five principles from Vision 2040.

Ms. Danler talked about the Steering Committee and how its 10 members each play an important role in the process. She reviewed the consultant selection process and explained why the selection committee believes that Landworks Studio and its supporting team of SFS Architecture, Ballard King, and ETC, as well as the team's experience, were the best choice for this project.

Ms. Danler reviewed the project fees by phase for a total of \$130,000.

Brian Sturm, Landworks Studio, thanked staff and the Governing Body for this opportunity. He reviewed the scope of services for each of the five phases of the project, discussing the various meetings and tasks that would take place. He talked about each phase having a focus: initiation, discovery, analysis, visioning, and implementation, as well as public engagement throughout. He said the project would take most of the year beginning in February and completing in November or December.

Ms. Danler said staff recommends approval.

Councilmember Denny asked if the website tool Mr. Sturm talked about could be used after the plan is complete and Mr. Sturm said the site can be kept open as long as there is a subscription. Ms. Danler said if there is value in keeping the site afterwards, it could be considered.

Councilmember Roh asked about the lifespan of the plan and Ms. Danler said 5-10 years.

Councilmember Nicks said he is excited about this good plan.

Mayor Boehm said that 5-10 years would go quickly and he suggested identifying and including some longer term items in the plan for planning and visioning.

Councilmember Nolte talked about the City acquiring parkland over the last 30 years and how that has evolved into the programming of it. He said he is intrigued by the new processes and engagement.

Councilmember Roh asked for the next Comprehensive Plan update to include how it will connect with this plan and Mr. McCullough spoke about how that discussion is already happening.

Mayor Boehm asked if the cost increase is due to inflation or expansion of services and Ms. Danler explained it is a combination of both.

Councilmember Denny made a motion to approve Item 11a and Councilmember Nicks seconded the motion. Motion passed unanimously.

Councilmember Roh made a motion to approve Item 11b and Councilmember Sayers seconded the motion. Motion passed unanimously.

COUNCILMEMBER REPORTS

There were no councilmember reports.

STAFF REPORTS

Beccy Yocham, City Manager, said there will be a Committee of the Whole meeting next

week.

END OF RECORDED SESSION

BUSINESS FROM FLOOR

There was no business from the floor.

ADJOURN

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

The meeting adjourned at 7:30 PM.

Proclamation

WHEREAS, engineers possess the talents and skills necessary to analyze and solve complex problems and create the infrastructure essential for the high quality of life that Lenexans enjoy; and

WHEREAS, engineers address the major technological challenges of our time from rebuilding towns devastated by natural disasters to designing infrastructure that will take the city through the 21st century; and

WHEREAS, community support is vital to the efficient planning, design, construction and operation of public infrastructure such as storm sewers, streets and highways, bridges, public buildings, and communications; and

WHEREAS, the week of February 19th has been designated worldwide as the 72nd Annual National Engineers Week; and

WHEREAS, the Kansas City Metro has one of the nation's largest collections of engineering firms known and recognized worldwide as leaders in their profession.

NOW, THEREFORE, I, Michael A. Boehm, Mayor of Lenexa, Kansas do hereby proclaim February 19-25, 2023 in the City of Lenexa to be

NATIONAL ENGINEERS WEEK

and call upon everyone to acquaint themselves with the issues involved in providing quality infrastructure and to recognize the significant contributions engineers make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of February, 2023.



Michael A. Boehm
Mayor of Lenexa, Kansas

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between CONRAD FIRE EQUIPMENT, INC ("Company"), and THE CITY OF LENEXA, KS ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company transfers physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications as set forth in the Company Proposal; unless Company receives a Notice of Non-Conformance within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product pursuant to the terms as specified on Exhibit A for the total purchase price of \$ 1,033,996.37 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 36 months of the Effective Date of this Agreement. The Customer is responsible for taking delivery of product directly from the Company and risk of loss transfers to the Customer upon an authorized Customer representative acknowledging product delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications as set forth in the Company Proposal, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to

evaluate such non-conformance ("Notice of Non-Conformance"). Any Product not in substantial conformance to material Specifications of the Proposal shall be remedied by Company within thirty (30) days from the Notice of Non-Conformance. In the event Company does not receive a Notice of Non-Conformance within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications of the Proposal and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company:

Conrad Fire Equipment, Inc.
19922 W 162nd Street
Olathe, Kansas 66062

Customer:

THE CITY OF LENEXA
17101 W 87TH ST PKWY
LENEXA, KS 66219

10. Standard Warranty. Any express or implied manufacturer warranties are made a part hereof and the warranties attached hereto as Exhibit B extend fully to the Customer and are further assigned to the CITY OF LENEXA, KS. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE BY COMPANY ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless otherwise stated herein or it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the state of KANSAS.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: _Conrad Fire Equipment, Inc._

CUSTOMER: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
PURCHASE DETAIL FORM
Company

Date: 1/30/2023

Customer Assignee: THE CITY OF LENEXA, KS

Quantity	Chassis Type	Body Type	Price per Unit
1	PIERCE IMPEL	PUMPER	\$ 1,033,996.37
			\$
			\$
			\$

Warranty Period:

ALL STANDARD PIERCE WARRANTIES ARE LISTED IN THE PROPOSAL DOCUMENT.

Training Requirements:

BASIC ORIENTATION TRAINING WILL BE PROVIDED BY **CONRAD FIRE EQUIP.**

Trade-in Credit:

N/A

Pre-payment discount:

N/A

Payment Terms:

FULL PAYMENT WILL BE MADE AT TIME OF PRODUCT DELIVERY AND \$1,033,996.37 WILL BE DUE AT THAT TIME.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of KANSAS.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS BETWEEN COMPANY AND CUSTOMER, WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

**EXHIBIT B
WARRANTY**

ALL WARRANTIES HAVE BEEN SUPPLIED TO THE CUSTOMER AND THE **THE CITY OF LENEXA**
WITHIN THE PROPOSAL DOCUMENT REFERENCED IN EXHIBIT C.

EXHIBIT C
COMPANY PROPOSAL

ONE OR MORE PIERCE IMPEL PUMPER AS SPECIFIED IN THE PIERCE MANUFACTURING
PROPOSAL, BID NO. 492 , DATED 1/27/23 .



Option List

1/27/2023

Customer: Lenexa Fire Department
Representative: Schultz, Karl
Organization: Conrad Fire Equipment
Requirements Manager:
Description: Lenexa Pumper 2023
Body: Pumper, PUC, Aluminum
Chassis: Impel Chassis, PUC-NG

Bid Number: 492
Job Number:
Number of Units: 1
Bid Date: 01/31/2023
Stock Number:
Price Level: 43 (Current: 43)
Lane:

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
			Fill in Blank - 31429 Instrument panel layout	
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0891947		Certification, Vehicle Inspection Program, NFPA 1901	1
12	0620362		HGAC	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		10%, Pierce Built Chassis	1
15	0807703		Performance Bond, Not Requested	1
16	0000007		Approval Drawing	1
17	0517327		Drawing, As Built, At Delivery a Revised Print w/ Changes	1
18	0683883		Electrical Diagrams, 12V As-Built on CD, Custom Chassis Pumper	1
			Diagrams, Hard Copy - No hard copies	
19	0889131		Impel Chassis, PUC-NG	1
20	0000110		Wheelbase	1
			Wheelbase - 194.50" INCHES	
21	0000070		GVW Rating	1
			GVW rating - 46,500# POUNDS	
22	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
23	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
24	0508848		19,500 lb TAK-4 Axle	1
25	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
27	0000326		Oil Seals, Front Axle, Stemco	1
28	0664491		Tires, Front, Michelin, XZU S2, 315/80R22.50, 20 ply	1
29	0019575		Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1
30	0000310		Request for Turning Radius Report	1
31	0530466		27,000 lb Meritor Axle	1
32	0544250		Top Speed of Vehicle, 65 MPH	1
33	0122075		Suspen, Rear, Standens, Spring, 27,000 lb, Imp/Vel	1
34	0000485		Oil Seals, Rear Axle	1
35	0673587	SP	Vent, Stemco Sentinel ESP Filtered, Single Axle	1
36	0070728		Tires, Rear, Michelin, XDN2, 12R22.50, 16 ply, Single	1
37	0019625		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	1
38	0568081		Tire Balancing, Counteract Beads	1
39	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
40	0801909		Lug Nut, Covers, Chrome	1
41	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
42	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
43	0627237	SP	Guard, Accuride Wheel-Guards	4
			Qty, - 04	
44	0002045		Mud Flap, Front and Rear, Pierce Logo	1
45	0760675		Chains, Onspot, Automatic Tire, Custom	1

Line	Option	Type	Option Description	Qty
46	0602478		Chocks, Wheel, Pumper, NFPA, Provided by Fire Department, NFPA 2016	1
47	0544690		Mounting Brackets, Chocks, Provided by Fire Department	1
48	0010670		ABS Wabco Brake System, Single rear axle	1
49	0652082		Brakes, Meritor, EX225, 17", Disc Plus, TAK-4	1
50	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
51	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
52	0000785		Brake Reservoirs, Three	1
53	0587033		Air Dryer, Brake, AD-9 w/heat, 2010	1
54	0000790		Brake Lines, Nylon	1
55	0520383	SP	Air Inlet, w/Disconnect Coupling Special Location Location - DRIVERS SIDE LOWER STEP WELL OF CAB AS FAR REARWARD AS POSSIBLE Qty, Air Coupling (s) - 1	1
56	0627033	SP	Compressor, Air, Thomas, TA-4101 2.2CFM Location - D3 mounted to ceiling of compartment toward rear inside corner	1
57	0633303	SP	Cover, Air Compressor, Protection, Ventilated Alum. Painted	1
58	0000820		Moisture Ejector, Automatic, w/Heat Qty, Auto. Moisture Eject - 3 Location, Moisture Ejector - Wet Tank	3
59	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
60	0805865		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, Imp/Vel	1
61	0001244		High Idle w/Electronic Engine, Custom	1
62	0651781		Engine Brake, Jacobs Compression Brake, Cummins Engine, Braking Indicator Light Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1
63	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
64	0627106	SP	Sample Port, Engine Oil, ISL9	1
65	0565749		Emergency Shutdown, w/Reset, Vel/Imp	1
66	0666754		Shutoff Valves, 1/4 turn, Cab & Crew Cab Heater, Supply and Return	1
67	0123135		Air Intake, w/Ember separator, Imp/Vel	1
68	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
69	0787999		Radiator, Impel/Velocity	1
70	0803675		Cooling Hoses, Gates Silicone and Rubber Combination, Impel	1
71	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
72	0001129		Lines, Fuel	1
73	0692516		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Door, Spring Flip Door Door, Material & Finish, DEF Tank - Brushed Stainless	1
74	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
75	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
76	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
77	0051290		Label, "Diesel Fuel Only" Location - Above fuel fill	1
78	0627062	SP	Label, Fuel Lines To and From Tank Location - Between rear differential and fuel tank; and left rear of engine	1
79	0645743		Fuel/Water Separator, Racor 690R1210, 10 Micron, Heater, IATS, ISL9	1
80	0887559		Trans, Allison 6th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
81	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
82	0517604		Transmission Programming, Park to Neutral, PUC	1
83	0684459		Transmission Oil Cooler, Modine, External	1
84	0024895		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 5 speed	1
85	0001370		Driveline, Spicer 1710	1
86	0562365		Joints, Universal, Half Round	1
87	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
88	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
89	0621843		Steering Wheel, 4 Spoke without Controls, Impel	1
90	0690274		Logo and Emblem on Dash Text, Row (1) One - Lenexa Text, Row (2) Two - Fire Text, Row (3) Three - Department	1
91	0771216		Lube System, Single Point Fill, Series Progressive, TAK-4 Location, Lube System Grease Fitting - Back of Left Battery Box	1

Line	Option	Type	Option Description	Qty
92	0034671		Lube System, Vogel, 22 Point, w/TAK-4 Suspension Location - below the cab near the battery box on the passenger side	1
93	0536235		19" Painted Steel Bumper	1
94	0616492		Tray, Hose, Center, 19" Bumper, Outside Air Horns, Imp/Vel Grating, Bumper extension - Grating, Aluminum Capacity, Bumper Tray - 21) 150' of 1.75"	1
95	0630809		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched Location - bumper Stay arm, Tray Cover - c)Pneumatic Stay Arm, Dual	1
96	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
97	0049963		Tow Eyes, Painted Black, Below Deck	1
98	0091550		Louver in Bumper Tray Location - one louver on the rear wall of the bumper tray, and one on each side wall of the bumper tray, no louvers on the front wall Qty, Hose Tray Covers - 1	1
99	0532853		Recess, Side Zone Warning Light, In Side of Extended Bumper Material, Brkt, Recess Lt Bumper - Painted Smooth Aluminum	1
100	0030434		Travel Stops, Front Inlet/Outlet Swivel, Qty & Location Location - front swivel to be able to rotate 45 degrees left or right from center Qty, - 1	1
101	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
102	0668316		7010 Impel PUC Cab	1
103	0724237		Engine Tunnel, ISL, Mech Fasteners, Impel/Velocity FR	1
104	0677474		Rear Wall, Exterior, Cab, Painted, Full Coverage	1
105	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
106	0751122		Grille, Painted, Painted Mesh Screen, Front of Cab, Impel/Velocity Paint Color, Grille Surround - Black #101 Paint Color, Grille Mesh - Black #101	1
107	0512716		Scuffplate, Rear of Engine Tunnel Material Trim/Scuffplate - b) S/S, Brushed	1
108	0751195		Trim, S/S, Rect Headlights, Painted, VEL/IMP Paint, Color - black Turnsignal Covers - Black S/S Covers	1
109	0015440		No Chrome Molding, On side of cab	1
110	0590424		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Black	1
111	0667920		Full Height Door Key Model, Cab Doors - 751 Cab, Exterior Door Handle, Finish - 4-Door, Black	1
112	0608327		Door Panel, Brushed Stainless Steel, Access, Chrome Covers, Imp/Vel 4-Door Cab	1
113	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR	1
114	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
115	0512419		Electric Door Locks, Cab Doors, Imp/Vel	1
116	0512420		Key Pad, Electric Door locks, DS & PS, Imp/Vel	1
117	0803651	SP	Steps, 4-Door Full Tilt Cab, Black Safe-Stride, Imp/Vel	1
118	0770198		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, Black, 4-Dr Cab Color, Handrail Light - Red Control, Handrail Light - Parking Brake	1
119	0892637		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step Color, Trim - Black Housing	1
120	0541830		Crowns, Front Fender, Rubber, AXT/VEL/IMP	1
121	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
122	0568605		Not Required, Interior Trim, No Cab Side Windows	1
123	0012090		Not Required, Windows, Front/Side of raised roof	1
124	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
125	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
126	0585536	SP	Hood Modification, Add Extra Spring	1
127	0123686		Drip Rail, Cab Roof, Impel/Velocity/Velocit SLT	1
128	0553057		Holder, Cup, Cab/Crewcab, Each Qty, - 05	5
129	0663383		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp Mounting Provision Spacing - 1.00" Material Finish, Cab Interior - Painted	1

Line	Option	Type	Option Description	Qty
130	0635858		Plate, Universal Adapter for Docking Station & Computer Mount, Each Location - Centered in dash recess in front of company officer seat Qty, - 01	1
131	0748680		Cab Interior, Vinyl, Painted Walls, Imp/Vel FR, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black Cab Interior Rear Wall Material - Painted Aluminum	1
132	0667943		Cab Interior, Paint Color, Impel/Velocitey FR Color, Cab Interior Paint - b) black	1
133	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
134	0741239		HVAC, Impel/Velocitey FR, CARE Paint Color, A/C Condenser - Painted to Match Cab Roof HVAC System, Filter Access - Removable Panel Auxiliary Cab Heater - Both	1
135	0745149	SP	Fan, Window Defrost, Driver's Side, Black, One (1), Impel/Velocitey FR	1
136	0745150	SP	Fan, Window Defrost, Passenger's Side, Black, One (1), Impel/Velocitey FR	1
137	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - Thumb Latch	1
138	0548173		Grab Handles, Driver and Passenger Door Post, Imp/Vel	1
139	0002526		Light, Engine Compt, All Custom Chassis	1
140	0122516		Fluid Check Access, Imp/Vel Latch, Door, Storage - Southco C2 Black Raised	1
141	0530840		Box, Storage, Aluminum, Latex Gloves Location - install at pick up Qty, - 03	3
142	0002505		Map box, 3 bin, Open from Top, Custom Chassis Location - Mount at pickup Qty, - 1	1
143	0583042		Side Roll and Frontal Impact Protection	1
144	0622619		Seating Capacity, 4 Seats	1
145	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety	1
146	0696994		Seat, Officer, Pierce PS6, Premium, Air Ride, SCBA, Safety	1
147	0002517		Not Required, Radio Compartment	1
148	0771835		Cabinet, Rear Facing, LS, 24 W x 40.5 H x 24 D, Roll, Ext Acc, Sp Mtg, Imp/Vel Light, Short Cabinet - Pierce, Exterior, Left Side, Pierce, Exterior, Right Side, Pierce, Interior, Right Side and Pierce, Interior, Left Side Scuffplate, Material/Finish - S/S, Brushed Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Web Strap Door, Cab Interior Cabinet - Rollup, ROM Series IV, Int Painted, Non- Locking Louvers, Cabinet - 0-No Louvers	1
149	0102783		Not Required, Seat, Rr Facing C/C, Center	1
150	0807412	SP	Cabinet, Rear Facing, RS, 21.5 W x 40.5 H x 23 D, Roll, Ext Acc, Sp Mtg, Imp/Vel Light, Short Cabinet - Pierce, Exterior, Left Side, Pierce, Exterior, Right Side, Pierce, Interior, Right Side and Pierce, Interior, Left Side Scuffplate, Material/Finish - No Scuffplate Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Web Strap Door, Cab Interior Cabinet - Rollup, ROM Series IV, Int Painted, Non- Locking Louvers, Cabinet - 0-No Louvers	1
151	0645433		Seat, Forward Facing C/C, DS Outbrd, Pierce PS6, Base, SCBA, Safety, Inboard 3"	1
152	0103319		Not Required, Seat, Forward Facing C/C, Center	1
153	0645431		Seat, Forward Facing C/C, PS Outboard, Pierce PS6, Base, SCBA, Safety, Inbrd 3"	1
154	0764024	SP	Cover, Power Point Box, Qty, Location Location - A box each side of the forward facing seats to hold a power point and a USB Port each side Qty, - 02	2
155	0620693	SP	Cabinet, Storage, Refrigerator, NR751BB Location - Center rear wall forward facing in cab.	1

Line	Option	Type	Option Description	Qty
156	0644702		Compt, Storage, (2) Rear Facing, Overhead, 22 W x 10 H x 20 D, Imp/Vel FR Latch, Storage Compt - a) Non Locking Light, Overhead Compt - Pierce, Horizontal Mounted	1
157	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black Qty, - 05	5
158	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
159	0603867		Seat Belt, ReadyReach Seat Belt Color - Red	1
160	0604867		Seat Belt Height Adjustment, 4 Seats, Imp/Vel, Dash CF	1
161	0543133		Bracket, Helmet Holder, Zico UHH-1 Qty, Helmet Storage Brkt - 4	1
162	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
163	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
164	0628472		Light, Map, Overhead, Peterson M371S LED, Rectangular w/Switch 2lts 12vdc power from - Battery switched	1
165	0544466		Handlts, (4) Streamlight, Survivor C4 LED, 120v, Orange, 90503 Steady Charge Location, Lights - 1 on the rear left of the engine tunnel, 1 on the rear right of the engine tunnel, 1 next to officer seat, and 1 next to driver's seat. See Photo in S Drive. simalar to. There is 1 seat in the middle one above each shoulder	1
166	0555188		Handlight, Streamlight, Fire Vulcan, 44450, C4 LED, Tail lights, 120vac, Orange Qty, Lights - 04 Location, Lights - High on the back wall of the cab, 1 over each of the out board seats and the other 2 centered in between over each shoulder of the center seat. Ask for photos if need be.	4
167	0594554		Cab Instruments, Blk Gags, Blk Bez, Impel 2010	1
168	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
169	0032602		Speedometer, Class 1 w/LED, Officer Overhead	1
170	0673123		Light, Do Not Move Apparatus, Wln 3SR00FRR LED Alarm, Do Not Move Truck - Steady Alarm	1
171	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
172	0551600		Switching, Cab, Rocker MUX, Impel/Velocity, AXT MUX, Dash CF Location, Emerg Sw Pnls - Driver's Side Overhead	1
173	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
174	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 03 12vdc power from - Ignition power Wire termination - 15 amp power point plug Location, Spare Wiring - 1 to be located below position 101 on dash ; two to be located on the seat riser of forward facing center seat (one on left outboard side and one on right outboard side facing crew cab doors) in a double box ea side for a USB & power point	3
175	0594595		Wiring, Spare, 50 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - Butt Splice Location - Front of engine tunnel next to officer for swivel mount for the remote radio head.	1
176	0610968		Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st Qty, - 03 12vdc power from - Ignition power Location - 1 to be located below position 101 on dash (see drawings); two to be flush mounted located in the seat riser of forward facing center seat (one on left outboard side and one on right outboard side facing crew cab doors) with wire cover inside riser	3
177	0585914		Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 1st Qty, - 01 12vdc power from - Battery direct	1

Line	Option	Type	Option Description	Qty
177			Location - behind officer seat w/6' loop (reference spare wire dwg in stage 3 job e-folder)	
178	0585913		Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 2nd	1
			Qty, - 01	
			12vdc power from - Ignition power	
			Location - behind driver seat w/6' loop, (reference spare wire dwg in stage 3 job e-folder)	
179	0562101		Wire, 14-ga. Spare, Dual Wire, pair 1st	1
			Location 2 - Behind the officer's seat for the speaker radio	
			Location - From the radio behind the driver's seat to the area next to the officer under the engine tunnel cover for the remote head.	
180	0548009		Wiring, Spare, 20 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location, Spare Wiring - Officer side recess dash, leave 6' loop	
181	0566101		Recess, Dash Panel, Officer Side, Vel/Imp	1
182	0615214		Vehicle Information Center, LCD On Gauge Cluster w/7" Color	1
			Disp, Touchscreen, Imp	
			Location, CZ Display - DS Instrument Panel, Impel Camera System	
			System Of Measurement - US Customary	
183	0734857		Collision Mitigation, HAAS Alert (R2V), HA5	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
184	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
185	0809324		Intercom, Firecom 5200D Dual Radio, 1 Wireless Base Station, 1-5 Wireless, 22	1
			Location - OFFICER OVERHEAD LOC #4	
186	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio	1
			Radio, First Two-Way Make - Motorola High Power	
			Radio, First, Two-Way Model - XTL 2500	
187	0602376		Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit	5
			Qty, - 05	
			Location, Headset - Driver Seat and Officer Seat	
188	0681408		Hangers For Headsets, NFPA, Each	5
			Qty, - 05	
			Location, Headset Hangers - Driver Seat, DS Outbrd, Fwrd Fcng Seat, PS Outbrd, Fwrd Fcng Seat and Rear, Center, Fwrd Fcng Seat	
189	0698805		Bracket, Johnny Ray, Heavy Duty Swivel, 14 lb. Rating	1
			Location - As required by the customer to Precision	
190	0559156		Install Customer Provided Two-Way Radio(s)	1
			Location - As required by Precision	
			Qty, - 01	
191	0657337		Antenna Mount, Custom Chassis, Cable Routed to Crew Cab Compartment	3
			Location - EVENLY SPACED ON THE CAB ROOF	
			Qty, - 03	
			Location 1 - One for the two way radio located behind the driver's seat, one for the MDT located on the dash forward of the officer and one spare terminating behind the driver's seat	
192	0003757		Antenna, Std and Add'l Mts Only, 2-way Radio, Cust, Spl Cable Routing	1
			Location - One spare terminating behind the driver's seat	
			Qty, - 01	
			Location 1 - (no additional mounts)	
193	0653526		Camera, Pierce, Driver Mux, Rear Camera Only	1
			Camera System Audio - Not Provided	
194	0587273		Guard, Brushed s/s, Rear Vision Camera	1
195	0890427		Pierce Command Zone, Advanced Electronics & Control System, Impel, WiFi CZT	1
			Color, Antenna - Black Antenna	
			Module Housings - See Through Housings with LED Circuit Indicators	
196	0896456		Prognostics, Electrical System	1
197	0892649		CZ Connect Telematics	1
			Subscription, CZ Connect Telematics - 3 Year Subscription	
198	0730601		Electrical System, Impel ESP, Cummins, Paccar	1
199	0098823		Batteries, (4) Deka Grp 31, 1000 CCA ea, 1 Iso Bat, SAE Post	1
200	0008621		Battery System, Single Start, All Custom Chassis	1
201	0199517		Battery Compartment, Stainless Steel, Imp/Vel	1
			Material Finish - Unpainted	

Line	Option	Type	Option Description	Qty
202	0672470		Charger, Sngl Sys, Kussmaul, LPC 40, 091-200-12-Ind	1
203	0798394	SP	Location, Charger/Receptacle, Behind Driver Seat, On the EMS Compt Vertical Wall	1
204	0531403		Location, Bat Chrg Ind, Driver's Seat with Bracket	1
205	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
206	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Crew Cab	
207	0008740		Cover, Protection over Battery Charger	1
			Location - D3	
208	0647728		Alternator, 430 amp, Delco Remy 55SI	1
209	0786086		Relocate, Rear Command Zone Power Distribution, Ceiling Of Rear Compt.	1
210	0672067		Breakers, All Sealed Auto-Reset Type IPOS, EXCEPT Electrical Sys, DS Frame Rails	1
211	0081319		Sealer (Gorp), On All Open Connectors	1
212	0667160	SP	Wiring Only, Speaker, Quantity, Cab Location Feature	1
			Location - From radio behind the Driver's seat to the speaker mounted on the back of the DS EMS cabinet.	
			Qty, - 1	
			Location 2 - PNL POS A w/6' loop	
213	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
214	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
215	0648425		Light, Directional, WIn 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	1
			Color, Lens, LED's - c)clear	
216	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
217	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
218	0669538		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts, Pumper/Tanker/PUC	1
219	0804514		Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Match	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
220	0806466		Lights, Backup, WIn M62BU, LED, For Tail Lt Housing	1
221	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Black Housing	
222	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
223	0589905		Alarm, Back-up Warning, PRECO 1040	1
224	0521837		Lights, Perimeter Cab, WIn 20C0CDCD 4" LED	1
			Cab, Perimeter Scene - Cab, 4dr Custom	
225	0617863		Lights, Perimeter Pump House, WIn 20C0CDCD LED 2lts	1
226	0641766		Lights, Perimeter Body, WIn 20C0CDCD LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
227	0896454		Enhanced Software for Perimeter Lts	1
228	0661576		Lights, Step, P25 LED 4lts, Perimeter Scene Lt Sw	1
229	0892654		Light, Step, Additional, P25 LED	3
			Qty, Lights - 03	
			Location, Lights - Mount 1 each, on side wall for the areas under the front portion of the hose bed cover.	
			Mount 1 on center of the rear wall in front cargo area .	
			Color, Trim - Black Housing	
230	0776357		Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st	1
			Qty, - 01	
			Location, driver's/passenger's/center - Centered	
			Color, WIn Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS	
			Scene Light Optics - Flood/Spot	
231	0768064		Lights, WIn, PCPSM1* Pioneer, 12 VDC, 1st	2
			Location - DS and PS of cab high on area between cab and crew cab doors	
			Qty, - 02	
			Color, WIn Lt Housing - Black Cover	

Line	Option	Type	Option Description	Qty
231			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw Panel PS and Body Switch, DS Rear Bulkhead	
232	0774333		Lights, Wln, P*H2* Pioneer, 12 VDC, 2nd Location - ON CATWALK ABOVE D1 Qty, - 01 Color, Wln Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw Panel PS and Body Switch, DS Rear SS Scene Light Optics - Flood/Spot Mount, Wln II - Pedestal Mnt and handle	1
233	0766906		Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st Location - Rear bulkheads high each side Qty, - 02 Color, Wln Lt Housing - Black Cover Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw Panel PS and Body Switch, DS Rear SS Painted Black	2
234	0774579		Lights, Wln, P*H2* Pioneer, 12 VDC, 1st Location - ON CATWALK ABOVE P1 Qty, - 01 Color, Wln Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw Panel PS and Body Switch, DS Rear SS Painted Black Scene Light Optics - Flood/Spot Mount, Wln II - Pedestal Mnt and handle	1
235	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
236	0893593		Lights, Hose Bed, Below Alum Cvr, Dual LED Light Strips	1
237	0645639		Control, Hose Bed Lts - Cup Switch At Rear SS Lights, Rear Scene, Wln, PELCC LED, 45 Deg Flange Location, Lights - ONE ON EACH REAR BULKHEAD AS SHOWN ON THE AD DRAWING	1
238	0753382	SP	Control, Rear Scene Lts - Park Brake Lights, Walk Surf, Amdor LumaBar H2O LED/Cargo, P25LED HB & HB Cover Qty, Cargo Lts - 2	2
239	0611535	SP	Switch, Master, Scene Lighting, Qty Location - DS and PS cab switch panels and one at DS pump panel Qty, - 03 Fill in Blank - visor lights, DS and PS and Rear scene lights	3
240	0518282		177"/189" Aluminum Pumper PUC	1
241	0554271		Body Skirt Height, 20"	1
242	0515536		Tank, Water, 750 Gallon, Poly, T-Shape, Form Fitting, PUC	1
243	0003405		Overflow, 4.00" Water Tank, Poly	1
244	0028107		Not Required, Foam Cell Modification	1
245	0698775		Tank Cradle, Stainless Steel, Pumper	1
246	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
247	0003429		Not Required, Direct Tank Fill	1
248	0003424		Not Required, Dump Valve	1
249	0048710		Not Required, Jet Assist	1
250	0030007		Not Required, Dump Valve Chute	1
251	0514778		Not Required, Switch, Tank Dump Master	1
252	0597043		Body Height, PUC/HDRP Body Height - 92.00"	1
253	0199241		PUC Hose Bed	1
254	0723340		Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	1
255	0003481		Hose Bed Capacity, Special Capacity, Hosebed - 200 ft of 1.75" SS / 250 ft of 2.50" / 400 ft of 3" / 1000 ft 4" Then the third divider will be for the portion above the pike pole storage area.	1
256	0003488		Divider, Hose Bed, Unpainted Qty, Hosebed Dividers - 3	3
257	0010133		Cross-Divider, Hose Bed	1
258	0662906	SP	Cover, Hose Bed, Alum Treadplate, Offset Hose Bed Divider Support	1
259	0681824		Door, Access, Aluminum Hose Bed Cover, Each Qty, - 1 Latch, Door, Storage - "D" Handle Latch	1

Line	Option	Type	Option Description	Qty
259			Location - placed on the right side HB cover forward outside corner	
260	0634331	SP	Additional Support, Aluminum Treapldate Hose Bed Cover	1
			Qty, - 01	
			Location - center to support hose bed covers	
261	0798731	SP	Flap, Rear of Alum HB Cover, Two Piece, Vinyl,w/Seat Belt Buckles,Weighted Extra	1
			Color, Vinyl Cover - c) black	
262	0740285		Lettering, Hose Bed Rear Flap, Non-Reflective	8
			Color, Lettering - o) red	
			Qty, Lettering - 08	
			Lettering, Hosebed - Will be the Lenexa Fire Department "LFD"	
			scramble. Please contact Karl Schultz (Conrad Fire) for the artwork Changed to	
			"Engine 93"	
			Centering, Lettering, Rear Flap - Centered on Truck	
			Layout, Lettering - Arch	
			Size, Lettering, Rear Flap, Non-Reflective - 10.00"	
263	0611509		Running Boards, Flip Out, PUC	1
264	0792499	SP	Tailboard, T-Shaped, 20" & 12", PUC	1
265	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM, HDRP	1
266	0003531		Tow Bar, Under Tailboard	1
267	0656764		Construction, Compt, Alum, Pumper, PUC	1
268	0515529		LS 189" Lap/Rollup, (1) 62" Fwd, (1) 52" Rr, Standard Depth, PUC	1
			Width, PUC Pump Operators Panel Partition - 2.5"	
269	0515531		RS 189" Lap, (1) 62" Fwd Full Height & Depth, (1) 52" Rr Std Depth, PUC	1
270	0784755	SP	Doors, Lap w/D Handle, ROM Series IV Roll/Swtch, Pmp Operate Compt - Side	1
			Compts	
			Location - D3	
			Color, Roll-up Door - ROM Series IV Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
271	0789180	SP	Compt, Rear, Rollup, 33.50" FF, Inset 8.00", Reduced Depth, PUC	1
272	0791761		Door, ROM Series IV, Rollup, Rear Compartment, PUC	1
			Color, Roll-up Door - ROM Series IV Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
273	0562375		Scuffplate, S/S, On Rear Outside, Corner of Body, Full-Height	1
			Material Trim/Scuffplate - b) S/S, Brushed	
274	0732709		Pull Strap for Rollup Doors, Special Length	2
			Qty, Door Accessory - 02	
			Location, Door Accessory - D2 and P2	
			Color, Strap - Black	
			Length, Pull Strap - 10.00"	
275	0004010		Scuffplate, Polished S/S Bottom of Door Frame	5
			Location, Door Accessory - All	
			Qty, Scuffplates - 05	
276	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
277	0515676		No Hatch Compartments Required, PUC/HDRP	1
278	0724310		No Handrails Required, No Hatch Compartments or Step Area	1
279	0522640		No Hatch Compartments or Lights	1
280	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
281	0600350		500 lb Adjustable Shelf	10
			Qty, Shelf - 10	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-	
			Transition Point, RS3-Transition Point, RS2-Centered, RS3-Upper Third, RS1-	
			Upper Third, LS2-Centered, LS3-Upper Third, LS3-Upper Third (2nd) and LS1-	
			Upper Third	
282	0647772		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G	3
			Qty, - 03	
			location - D1, R1, P1	
			Material - Painted - Spatter Gray	
283	0725648		Cabinet, Drawer Assembly, CTECH, Two Drawers, Up To 24" Wide	1
			Qty, - 01	
			Location - D3	
			Size, Drawer Height 1 (Top) - 8.00"	

Line	Option	Type	Option Description	Qty
283			Size, Drawer Height 2 - 8.75"	
284	0659095		Pegboard, 3/16" Alum, Back Wall Compt, w/Track	4
			Qty, Comp. Accessory - 04	
			Hole Diameter, Pegboard/Toolboard - .281" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Pegboard Back Compt Wall - LS1, LS2, RS1 and RS2	
285	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
286	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3G	1
			Material Finish, Fender Liner - Brushed Stainless	
287	0519849		Not Required, Hose, Hard Suction	1
288	0527021		Handrails Located @ Front Body	1
289	0071253		Handrails, Beavertail, Standard, Offset Stanchions	1
290	0798735	SP	Handrail, Rear, Above Hose Bed, Vertical Mount, Special Location	1
			Location, Handrails - Mounted to back of center hosebed divider	
			Handrail Finish - Knurled	
291	0591343	SP	Matting, Rubber, Glued in Place in Air Bottle Compt	3
			Qty, - 03	
292	0657522		Compt, Air Bottle, Triple, Fender Panel	3
			Qty, Air Bottle Comp - 3	
			Door Finish, Fender Compt - Brushed	
			Location, Fender Compt - Triple - LS Fwd, Triple - RS Fwd and Triple - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Chrome Raised	
			Insert, Air Bottle Compt - Rubber Matting	
293	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
294	0635956		Ladder, 14' Duo-Safety 775-DR Roof	1
			Qty, - 01	
295	0538564		Ladders Btwn Tank & S.Sht, RS, Built Into Body, Pumper Style, PUC	1
			Door, Material & Finish, Ladder Storage - smooth aluminum	
			Latch, Door Ladder Storage - D-Handle latch	
			Hinge Location - Outboard	
296	0733387		Ladder, 10' Duo-Safety Folding 585A	1
297	0653608		Ladder, Little Giant, Revolution XE - Model 17, 12017	1
			Location - P3, mount selected in other option.	
298	0894066		Little Giant Storage, Compt Floor, Horizontal w/Shelf	1
			Ladder, Make/Model - Little Giant Classic Model 17	
			Location, Compartment, Predefined - RS3	
299	0567897		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8	1
			Qty, - 01	
			Location - rear	
300	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	1
			Qty, - 01	
			Location - rear	
301	0087631		Trough for D-Handled Pike Pole	2
			Location - ladder storage cmpt	
			Qty, Pike Pole Tubes - 02	
302	0004375		Bell, 12" Chrome w/Eagle	1
			Location, Acc. Misc. - b) passenger's side	
303	0521734		No Steps Required, Front Of Body, PUC	1
304	0586586		Steps, Folding, Rear of Body, w/LED, Trident, PUC	1
			Coating, Step - luminescent	
305	0524222		Step, Full Width, Rear Of Body, 8", Below Hose Bed, PUC	1
306	0515692		31" Control Zone Side Mount	1
307	0520016		Not Required, Pumphouse Structure, PUC	1
308	0798388	SP	Guard, Alum Treadplate, Around Manual Deck Gun Control, Specify	1
309	0889385		Pump, Pierce, 1500 GPM, Single Stage, PUC-NG	1
310	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
311	0802234		Gear Case, Integrated Pump Transmission, PUC-NG, Cummins	1
312	0721196		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1
313	0658980		Pump Shift, Sure-Shift, Additional Switch, Pump Operator's Panel	1
314	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
315	0515835		Auxiliary Cooling System, PUC	1
316	0014486		Not Required, Transfer Valve, Single Stage Pump	1

Line	Option	Type	Option Description	Qty
317	0777650		Valve, Relief Intake, Akron	1
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Left Side Pump Panel	
318	0724463		Controller, Pressure, Pierce LCD, PUC	1
			Pressure Governor Throttle Control - Clockwise	
			Pressure Governor Default Mode - Pressure Setting	
319	0072153		Primer, Trident, Air Prime, Air Operated	1
320	0658276		Thermal Relief Valve, w/Amber Warning Light, PUC Pump	1
			Location, Thermal Relief Discharge - Ground	
321	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
322	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
323	0089437		Plumbing Without Foam System	1
324	0517852		Inlets, 6.00" - 1250-2000 GPM, Pierce PUC Pump	1
325	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
326	0084610		Valves, Akron 8000 series- All	1
327	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	2
			Qty, Inlets - 2	
328	0004700		Control, Inlet, at Valve	1
329	0004660		Inlet (1), Left Side, 2.50"	1
330	0004680		Inlet, Right Side, 2.50"	1
331	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
332	0594521		Anode, Zinc, Pair, Pump Inlet, Outlet, PUC	1
333	0650999		No Front Inlet (Large Dia) Requested	1
334	0064119		No Actuation Req'd	1
335	0009606		No Intake Relief Valve Required on Front Inlet	1
336	0650998		Not Required, Elbow/Swivel/Adapter, Front Suction	1
337	0521688		Not Required, Cap, Long Handle, Front Inlet, Pre-connected Hose	1
338	0092569		No Rear Inlet (Large Dia) Requested	1
339	0064116		No Rear Inlet Actuation Required	1
340	0092696		Not Required, Cap, Rear Inlet	1
341	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
342	0092568		No Rear Auxiliary Inlet Requested	1
343	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
344	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
345	0601687		Outlet, Tank Fill, 2", PUC	1
346	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
347	0516755		Outlet, Left Side, 2.50" (2), PUC	1
348	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
349	0092570		Not Required, Outlets, Left Side Additional	1
350	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
351	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
352	0539269		Elbow, Right Side Outlets, 30 Degree, 2.5" FNST x 2.5" MNST, VLH, PUC	1
353	0092571		Not Required, Outlets, Right Side Additional	1
354	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
355	0766992		Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
356	0005094		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 4.00" Storz	1
357	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of left bumper	
358	0092575		Not Required, Outlet, Rear	1
359	0045099		Not Required, Elbow, Rear Outlets	1
360	0537394		Not Required, Outlet, Rear, Additional, PUC	1
361	0537395		Not Required, Elbow, Rear Outlets, Additional	1
362	0516828		Outlet, Front of Hose Bed, 1.50", w/2" Piping, PUC	1
			Qty, Discharges - 01	
			location - left	
363	0516824		Outlet, Front of Hose Bed, 2.50", PUC	2
			Qty, Discharges - 02	
			location - left center and right center	
364	0085076		Caps for 1.50" to 3.00" Discharge, Chain	1

Line	Option	Type	Option Description	Qty
365	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
366	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap	1
			Qty, Adapter for Outlets - 01	
			Location, Adapter(s) - Front Outlet	
367	0753335	SP	Outlet, 3.00" Deluge w/2.50" Valve, Dual Control, LG HW's, PUC	1
368	0543605		Monitor, Akron 3431 Hi-Riser and 4" storz Inlet Grd Base	1
			Monitor Finish - Painted	
369	0046968		Nozzle, Akron 2499, Quad Stacked Tips and 3488 Shaper	1
370	0005070		Deluge Mount, NPT	1
371	0750982		Crosslay Module, Full Width, Roll Up Doors, PUC	1
372	0745651		Doors, Crosslay, Roll-up ROM Series IV, Each End, Full Height, PUC	1
			Color, Roll-up Door - ROM Series IV Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
			Drip Pan - Drip Pan Required	
373	0747660		Lights, Crosslay Compt, Forward LED, 2Lts	1
374	0749439		Crosslays, (1)1.50", (1) 2.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 250' 1.75	
			Crosslay/Deadlay/Speedlay Capacity 2 - 250' 2.5"	
375	0747055		No Crosslay	1
376	0733246		Mounting, Backboard, Upper Rear Crosslay Module, Strap, PUC	2
			Size, Backboard - 2.50" x 17.00" x 73.50"	
			Qty - 2	
377	0765308	SP	Cover, Front of PUC module rear of crosslays, Alum Treadplate, Removable	1
378	0630714		Support Floor, Poly Tray, Removeable, PUC	2
			Location - upper crosslay area	
			Qty, - 02	
379	0044333		Foam System Not Required	1
380	0012126		Not Required, CAF Compressor	1
381	0552517		Not Required, Refill, Foam Tank	1
382	0042573		Not Required, Foam System Demonstration	1
383	0045465		Not Required, Foam Tanks	1
384	0091110		Not Required, Foam Tank Drain	1
385	0091079		Not Required, Foam Tank #2	1
386	0091112		Not Required, Foam Tank #2 Drain	1
387	0746445		Approval Dwg, Pump Operator's Panel, Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, OPER Pump Pnl, Dwg - 01	
388	0032479		Pump Panel Configuration, Control Zone	1
389	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
390	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
391	0559828		Light, Pump Compt, WIn 20C0CDCD LED	1
			Qty, - 01	
392	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
393	0005601		Throttle, Engine, Incl'd w/Press Controller	1
394	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
395	0549333		Indicators, Engine, Included with Pressure Controller	1
396	0553643		Control, Air Horn at Pmp Pnl, Red Switch	1
397	0521055		Gauges, 6.00" Master, Class 1, 30"-0-600 psi., PUC	1
398	0511104		Gauge, 3.00" Pressure, Class 1, 30"-0-400psi	1
399	0756688		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	1
			Activation, Water Level G - b) battery switched	
400	0741076		Water Level Gauge, WIn M4**, 4 Lts, Feature	3
			Location - Both sides of cab behind crew cab doors and then 1 set on the rear where they will fit.	
			Qty, - 03	
			Activation, Water Level G - pb) parking brake is applied	
			Color, Lens, LED's - Clear	
			Color, Lt Lvl Full - Green	
			Color, Lt Lvl 3/4 - Blue	
			Color, Lt Lvl 1/2 - Amber	
			Color, Lt Lvl 1/4 - Red	
			Mounting, Water Level - Vertical Mount	
			Color, Trim - Black Trim	

Line	Option	Type	Option Description	Qty
401	0006774		Not Required, Foam Level Gauge	1
402	0671278		Light, Pump Operator & Panel, Side Ctrl, PUC, WIn 01-066D068-01 Cab & LED OH	1
403	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
404	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
405	0757092		Control, Air Horn, Multi Select	1
406	0757084		Control, Air Horn, Horn Ring	1
407	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Nylon Rope	
408	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Nylon Rope	
409	0549924		Siren, Federal PA300-012MSC 690010, Hi-Lo Tone, 200 Watt	1
410	0510206		Location, Elec Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, Above Eng Tunnel DS	
411	0076156		Control, Elec Siren, Head Only	1
412	0601331		Speaker, (2) Federal, ES100C w/ESFMT Recess Mnt & Trim Ring	1
			Connection, Speaker - siren head	
413	0601558		Location, Speaker, Frt Bumper, Recessed, Ea Side, Outside Frame, Inbrd (Pos 2/6)	1
414	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Black Chrome	
415	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
416	0748305		Control, Mech Siren, Multi Select	1
417	0748280		Control Mech Siren, Horn Ring	1
418	0748281		Control Mech Siren, Ft Sw RS	1
419	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
420	0736691		Sw, Siren Brake, Momentary Chrome Push Button, LS	1
421	0734625		Control, Warning Lt Intensity, WIn, Photocell, Prk Brk	1
422	0805520	SP	Lightbar, WIn, Freedom IV-Q, 81", RRBWBWRRRRRWBRBRR Lw Int	1
			Filter, Whl Freedom Ltbrs - No Filters	
423	0778506	SP	Light, GTT, 794* LED Opticom Emitter, Remote Mounted on Cab Roof, On/Off Sw	1
			Location - DS CAB ROOF	
			Opticom Priority - b) High	
			Opticom Activation - E-Master	
424	0691530		Cover, Opticom Emitter, Aluminum, Painted Job Color	1
425	0728241		Light, Front Zone, WIn M6** M6** M6** M6**, 4lts, Lw Int	1
			Color, Lens, LED's - c)clear	
			Color, Lt DS Frnt Outside - Left Red	
			Color, Lt PS Frnt Outside - Right Red	
			Color, Lt DS Front Inside - Left Blue	
			Color, Lt PS Front Inside - Right Blue	
			Color, Trim - Black Trim	
426	0740516	SP	Light, Front, WIn M6** LED, Lw Int	2
			Location, Lights - See drawing	
			Qty, - 02	
			Color, Lights, Warning - a) white	
			Control, Light - h) front warning	
			Color, Lens, LED's - Clear	
			Color, Trim - Black Trim	
427	0776389		Flash Pattern, WIn M6**, Pinwheel 154	1
428	0740512		Lights, Side Zone Lower, WIn M6**, M6**, M6**, 6lts, Lw Int	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Location, Lights Mid Side - Rearward of Crew Cab Doors	
			Location, Lights Rear Side - Over Rear Wheels	
			Color, Trim - Black Trim	
			Color, Lt Side Front, DS - Red	
			Color, Lt Side Front, PS - Red	
			Color, Lt Side Mid DS - Blue	
			Color, Lt Side Mid PS - Blue	
			Color, Lt Side Rear PS - Red	
			Color, Lt Side Rear DS - Red	
429	0751147		Lights, Side, WIn LINV2* LED, Horizontal, Trm Fet 1st	4
			Location, Lights - 1 under D1, D3, P1, P3	

Line	Option	Type	Option Description	Qty
429			Qty, - 04 Color, Lights, Warning - Red Flashing Control, Scene Lts - Side Scene Controls Color, Trim - Black Trim	
430	0751146		Lights, Side, WIn LINV2* LED, Horizontal, Trm Fet 2nd Location, Lights - 1 under D1, D3, P1, P3 Qty, - 04 Color, Lights, Warning - Blue Flashing Control, Scene Lts - Side Scene Controls Color, Trim - Black Trim	4
431	0746425		Lights, Rear Zn Lwr, WIn M6*, For Tail Lt Housing, Lw Int Color, Lens, LED's - Clear Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
432	0608992	SP	Lights, Rear, WIn LINV2 Horizontal Optic, LED Lights Location - 1 each side of rear tailboard Qty, - 02 Color, Lights, Warning - f) red ps/blue ds Control, Light - c) rear lower warning Control, Scene Lts - Park Brake	2
433	0728930	SP	Lights, Rear, WIn M9** LED, Lw Int Color, Light - p) one blue, one red Location, Rear Lights - Rear compt bulkheads Qty, - 02 Control, Light - a) rear upper warning Color, Lens, LED's - Clear Color, Trim - Black Trim	2
434	0888061	SP	Lights, Rear/Side Up Zone, WIn M9** M9** M9** M9** 4lts, Lw Int. Color, Lens, LED's - Clear Color, Lt, Side Rear Upper DS - Blue Color, Lt, Side Rear Upper PS - Blue Color, Lt, Rear Upper DS - Red Color, Lt, Rear Upper PS - Red Color, Trim - Black Trim	1
435	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
436	0534786		No Hose Bed Warn Light Brackets Required, PUC	1
437	0648033	SP	Light, Traffic Directing, WIn TADF6, TDP60000 34" Long RA LED	1
438	0529858		Location, Traf Dir Lt, Recessed Within Trdplt Step	1
439	0535498	SP	Location, Traf Dir Lt Control Switches, Within Easy Reach of Driver	1
440	0006646		Electrical System, 120/240VAC, General Design	1
441	0729601		Generator, Harrison 6kW MSV 120/240V, Hydraulic, Digital Volt, Hz, Hour, Meter	1
442	0564289		Generator Interlocks - No Interlocks Location, Hydraulic, Top of Water Tank, Front of Body	1
443	0096845		Location, Generator - Cargo area Starting Sw, Truck Engine Powered Gen, Cab and @ PP	1
444	0016757		Not Required, Remote Start, Generator	1
445	0016740		Not Required, Fuel System	1
446	0016767		Not Required, Oil Drain Extension, Generator	1
447	0520107		Circuit Breaker Panel, Included With PTO Generator, PUC Location, CB Panel - Upper wall of D3 between pump panel and shelving space.	1
448	0016771		Not Required, Routing Exhaust, Generator	1
449	0006825		Reel, Elect Cable, Hannay, 1600, (3) Wire Qty, Cord Reels - 1 Reel Guide - c) No guide required Finish, Reel - Painted Job Color Matching Lower Body Location, Electric Cord Reel - Above Pump, Right Side, 1 Reel	1
450	0006828		Cord, Electric, 10/3 Yellow, 3 Wire Lengths of Elect Cord - 1 Feet of Yellow Cord - e)200 Connection, Cord - Woodhead 15A 120V Twst Lock	1
451	0053942		Enclosure, Reel, Feed Through Side Sheet Location - PS over pump Qty, - 1	1

Line	Option	Type	Option Description	Qty
452	0780368		Receptacle Strip, 20A 120V 6-Place, Sentrex M620BZLS 15.37", Surge Prot, Int Cab Qty, - 04 Location 1 - 1 Inside the two rear facing ems cabinets, as well as 1 on top of each ems cabinet. AC Power Source - Shoreline	4
453	0783678		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st Location, Receptacles - P1 and P3. MOUNT ON ONE OF THE SIDE WALLS APPROX HALF WAY UP Qty, - 02 AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	2
454	0519934		Not Required, Brand, Hydraulic Tool System	1
455	0649753		Not Required, PTO Driven Hydraulic Tool System	1
456	0649736		Not Required, Hydraulic Tools	1
457	0645891		Chart, Lubrication Points, Number and Location Qty, - 1	1
458	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
459	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
460	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
461	0027023		No Strainer Required	1
462	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
463	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
464	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
465	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
466	0741569		Paint Process / Environmental Requirements, Appleton	1
467	0709846		Two-Tone Custom Cab Paint Color, Upper Area, Predefined - #101 Black Shield, Cab - Standard Shield Paint Color, Lower Area, Predefined - #106 Dark Red Paint Break, Cab - Special Two-Tone Cab Break at Roof	1
468	0709845		Single Color Body Paint Paint, Body - Match Lower Cab	1
469	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Standard Black	1
470	0693797		No Paint Required, Aluminum Front Wheels	1
471	0693792		No Paint Required, Aluminum Rear Wheels	1
472	0733739		Paint, Axle Hubs Paint, Axle Hub - Lower Job Color	1
473	0778038		Coating, Safe-Stride, Black, Bumper Gravel Pan	1
474	0753821		Coating, Safe-Stride, Running Board Color, Safe-Stride - Black	1
475	0807694	SP	Coating, Safe-Stride, Black, Cargo Area, Floor/Walls/Divider, Pumpers	1
476	0744902		Coating, Safe-Stride, Black, Aluminum Treadplate Hose Bed Cover	1
477	0887611	SP	Coating, Safe-Stride, Bumper Cover Color, Safe-Stride - Black	1
478	0751196	SP	Coating, Safe-Stride, Black, Front Body Bulkheads	1
479	0620095		Paint, Drip Rail, Cab	1
480	0788880		Coating, Safe-Stride, Black, Tailboard	1
481	0725137	SP	Coating, Safe-Stride, Forward Crosslay Bulkheads, Exterior, PUC	1
482	0007230		Compartment, Painted, Spatter Gray	1
483	0664805	SP	Reflective Band, .875"-4"-.875" Color, Reflect Band - A - a) white Color, Reflect Band - B - l) white Color, Reflect Band - C - w) white	1
484	0510041		Reflective across Cab Face, Imp/Vel	1
485	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC Color, Rear Chevron DG - fluorescent yellow green	1
486	0027341		Jog, In Reflective Stripe, Single or Multiple Qty, - 1	1

Line	Option	Type	Option Description	Qty
487	0567374		Stripe, Black Outline each Chevron Stripe @ Rear (Not Warranted)	1
488	0587074		Stripe, .25" Black Vinyl on Interior Cab Door Chevrons	1
489	0669643		Stripe, Reflective, Inside Aluminum Rub Rail	4
			Color, Reflect Band - A - a) white	
			Qty, - 04	
490	0566413		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade, Loc	1
			Qty, - 01	
			location - All	
491	0528504		Stripe, Black Vinyl on Paint Break (Cab)	1
492	0033179		Lettering Specifications, Reflective	1
493	0686159		Lettering, Reflective, 3.00", (41-60)	1
			Outline, Lettering - Outline	
494	0686033		Lettering, Reflective, 4.00", Each	8
			Qty, Lettering - 08	
			Outline, Lettering - Outline	
495	0685978		Lettering, Reflective, 18.00", Each	6
			Qty, Lettering - 06	
			Outline, Lettering - Outline	
496	0685979		Lettering, Reflective, 16.00", Each	2
			Qty, Lettering - 02	
			Outline, Lettering - Outline	
497	0685981		Lettering, Reflective, 14.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline	
498	0686084		Lettering, Reflective, 3.00", Each	18
			Qty, Lettering - 18	
			Outline, Lettering - Outline	
499	0766493		Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	1
500	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
501	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
502	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
503	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
504	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
505	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
506	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
507	0595767		Warranty, Frame, 50 Year, Velocity/Impel, WA0038	1
508	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
509	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
510	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
511	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
512	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
513	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
514	0695416		Warranty, Pierce Camera System, WA0188	1
515	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
516	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
517	0685945		Warranty, Transmission Cooler, WA0216	1
518	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
519	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
520	0690936		Warranty, Roll up Doors, Not Required	1
521	0889364		Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	1
522	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
523	0641372		Warranty, Foam System, Not Available	1
524	0725636		Warranty, Harrison Generator, 2 Year	1
525	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
526	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
527	0683627		Certification, Vehicle Stability, CD0156	1
528	0807822		Certification, Engine Installation, Imp/Vel, Cummins L9, 2024	1
529	0686786		Certification, Power Steering, CD0098	1
530	0892701		Certification, Cab Integrity, Impel/Veloccity FR, CD0190	1

Line	Option	Type	Option Description	Qty
531	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
532	0548967		Certification, Windshield Wiper Durability, Impel/Velocit, CD0005	1
533	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
534	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
535	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
536	0545073		Amp Draw Report, NFPA Current Edition	1
537	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
538	0799248		Appleton/Florida BTO	1
539	0000048		PUMPER/TANKER, 3rd Gen	1
540	0000012		PIERCE CHASSIS	1
541	0004713		ENGINE, OTHER	1
542	0046395		EVS 3000 Series TRANSMISSION	1
543	0520324		PIERCE PUMP, PUC	1
544	0020009		POLY TANK	1
545	0028047		NO FOAM SYSTEM	1
546	0020006		SIDE CONTROL	1
547	0020007		AKRON VALVES	1
548	0020014		FRONT SUCTION	1
549	0020015		ABS SYSTEM	1
550	0658751		PUMPER BASE	1



Quotation # Q-462359

Date: January 17, 2023

Customer # 14946 Contract #

City of Lenexa
EST Dept
12350 W 87th Street Pkwy
Lenexa, KS 66215

ATTENTION: Ken Ivey
PHONE: (913) 477-7686
EMAIL: kivey@lenexa.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 6/14/2022 To: 2/28/2023*

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168441	1	Year 1	\$5,500.00	\$5,500.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
168441	1	Year 2	\$5,500.00	\$5,500.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
168441	1	Year 3	\$5,500.00	\$5,500.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Matt Hoehn

Email:

mhoehn@esri.com

Phone:

(636) 949-6620 x8553

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-462359

Date: January 17, 2023

Customer # 14946 Contract #

City of Lenexa
EST Dept
12350 W 87th Street Pkwy
Lenexa, KS 66215

ATTENTION: Ken Ivey
PHONE: (913) 477-7686
EMAIL: kivey@lenexa.com

Environmental Systems Research Institute, Inc.
380 New York St
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Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 6/14/2022 To: 2/28/2023*

Subtotal:	\$181,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$181,500.00

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For questions contact:

Matt Hoehn

Email:

mhoehn@esri.com

Phone:

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To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 6/14/2022 To: 2/28/2023

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Matt Hoehn

Email:

mhoehn@esri.com

Phone:

(636) 949-6620 x8553

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Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 ArcGIS Insights in ArcGIS Enterprise
 5 ArcGIS Insights in ArcGIS Online
 50 ArcGIS Location Sharing for ArcGIS Enterprise
 50 ArcGIS Location Sharing for ArcGIS Online
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 4 ArcGIS Utility Network User Type Extensions (Enterprise)
 4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

WHEATLEY POINT, WEST DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2022, by and between **PRAIRIE STAR PARTNERS, LLC**, a Kansas limited liability company (“**Developer**”) and the **CITY OF LENEXA, KANSAS**, a Kansas municipal corporation (“**City**”).

WHEREAS, Developer is the owner of certain contiguous property at the northwest corner of future Clare Road and future 99th Street in the City of Lenexa, Johnson County, Kansas legally described in **Exhibit A** attached hereto (“**Property**”); and

WHEREAS, the Developer intends to construct on the Property a subdivision consisting of eleven (11) two-family structures known as Wheatley Pointe, West in accordance with the Preliminary Plan and Plat PL22-04P which was approved by the City on April 19, 2022, as the forgoing may be revised by Developer from time to time, subject to approval of the City in accordance with its development review and zoning processes (“**Wheatley Point, West Plans**”). A copy of the Wheatley Pointe, West preliminary plan/plat is attached hereto as **Exhibit B**; and

WHEREAS, the Wheatley Pointe, West development requires the construction of substantial infrastructure including portions of 99th Street and Clare Road as well as local streets; stormwater BMP facilities and improvements; and monument signage (collectively “**Infrastructure Improvements**”); and

WHEREAS, the Developer and City have entered into discussions and reached certain understandings with regard to the construction of the Infrastructure Improvements on the Property; and

WHEREAS, Developer and City have agreed to execute this Agreement to evidence their understandings;

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

1. Road Improvements (other than 99th Street and Clare Road).

a. Except as set forth in Section 2 below, the Developer shall construct all streets and road improvements necessary for the Wheatley Point, West development as set forth herein. These road improvements consist of: local streets associated with the development, all as depicted on **Exhibit B**, attached hereto and incorporated by reference, showing the approximate location and alignment of the proposed streets and road improvements (“**Street Improvements**”).

b. The Developer is solely responsible for all costs associated with the Street Improvements within the public right-of-way, including, but not limited to, the cost of any utility relocation as well as the cost of any and all utility extensions to the Property, except as set forth in Section 3. In addition, the City, without charge, shall provide such sanitary sewer easements and other easements as may be necessary across the City’s property to enable Developer to satisfy its obligations under this Agreement.

c. The Street Improvements shall be designed and constructed in accordance with the City’s standards and specifications as required in the Lenexa City Code, including but not limited to Article 4-6-F, as well as in compliance with the Wheatley Pointe, West Plans. Upon completion of the Street Improvements, the developer shall request that final inspection be made by the City. When the final inspection has been made and the work found to be satisfactorily completed in accordance with the Wheatley Point, West Plans, the City shall issue a certificate of final inspection and submit to the City Council recommendations for acceptance of the completed work. The Street Improvements may be built in phases if there will be multiple final plats of the development.

d. Developer agrees to execute and maintain, or cause its contractor to execute and maintain, a performance and maintenance bond in an amount equal to one hundred (100) percent of the total cost of construction of the Street Improvements, running to the benefit of the City, through the construction period, and to guarantee the Street Improvements of such phase against faulty workmanship and materials for a period of two (2) years following completion and acceptance by the City Council of such Street Improvements. The City agrees that acceptance shall not be unreasonably withheld, delayed or conditioned.

2. Improvements to 99th Street and Clare Road

a. 99th Street. The City shall construct 99th Street from its current terminus west approximately 2,700 linear feet. 99th Street shall be constructed by the City in one segment. The funds for the City’s construction of 99th Street shall be provided by the City.

b. Clare Road. The City shall construct Clare Road from its current terminus north approximately 1,400 linear feet. Clare Road shall be constructed by the City in one segment. Full access to the Property will be located approximately 500' south of the intersection of 98th Street and Clare Road. A northbound left turn lane at the full access point to the Property with approximately 50' of storage and 50' to 100' transition will be required if Clare Road is widened to 4-lanes and will be constructed by the City. The City agrees that a southbound right turn lane at the full access point to the Property will not be required. If the City, in its sole discretion, determines in the future that Clare Road should be widened to 4-lanes, then the funds for the City's widening of Clare Road to 4-lanes and the future northbound left turn lane as described above, shall be provided by the City.

c. To complete the construction of 99th Street and Clare Road, the City requires the Developer to provide certain easements. As such, the Developer, without charge, shall provide a Temporary Construction Easement over the portion of Property as described in Exhibit C, attached hereto and incorporated herein by reference, and a Right-of-Way Easement over the portion of Property as described in Exhibit D, attached hereto and incorporated herein by reference. Should other easements be necessary to enable City to satisfy its obligations under this Agreement, the Developer agrees that granting of such easements shall not be unreasonably withheld, delayed, or conditioned. The Temporary Construction Easement, the Right-of-Way Easement, and any other easements necessary shall be on the City's standard form.

3. Sanitary Sewer Extension. The City shall construct the sanitary sewer installation in accordance with the plans to be approved by JCW, which shall be attached hereto as Exhibit E and incorporated herein by reference. Construction and installation of the sanitary sewer shall be incorporated into the City's 99th Street and Clare Road plans. Developer agrees to reimburse the City for the actual cost of construction and installation of the sanitary sewer. The cost to construct and install the sanitary sewer is presently estimated to be Sixty-three Thousand One Hundred Eighty and 70/100 Dollars (\$63,180.70) ("Estimated Sanitary Sewer Costs"). The City plans to bid the sanitary sewer as part of the City's 99th Street and Clare Road Project. The City shall promptly notify, in writing, the Developer if the bid award for the cost of the sanitary sewer ("Bid Award") exceeds the Estimated Sanitary Sewer Cost. The Developer shall promptly notify the City, in writing, if the Bid Award is acceptable ("Approved Bid Award"). If, during construction of the Sanitary Sewer Extension, the City has actual knowledge or has reason to believe the actual costs of construction and installation of the sanitary sewer will exceed either the Estimated Sanitary Sewer Costs or the Approved Bid Award by ten percent (10%) then the City shall promptly notify, in writing, the Developer of the anticipated actual costs. Within thirty (30) days after certification of final completion of sanitary sewer improvements by the City, the City shall submit to the Developer a final accounting of all the construction and installation costs. As part of the final accounting, the City shall include all invoices evidencing the construction costs and such supporting documentation as Developer may reasonably request to evidence such costs. The Developer shall reimburse the City any undisputed amount of the final actual cost of construction and installation of the sanitary sewer no later than ninety (90) days following receipt of the final accounting by the

Developer and supporting documentation provided by the City. The City and the Developer agree to negotiate in good faith any disputed amount of the final actual cost of construction and installation of the sanitary sewer.

4. Stormwater Facilities.

a. Developer acknowledges the City has certain stormwater management and water quality regulations (“**Stormwater Regulations**”) that affect the Wheatley Point, West development, and the Stormwater Regulations may be satisfied by constructing on-site detention and stormwater BMP facilities and improvements (“**Stormwater Facilities**”). As part of the City’s 99th Street and Clare Road Projects, the City agrees to construct Stormwater Facilities on the Property. The Stormwater Facilities, as shown in Exhibit F, shall be constructed in accordance with the City’s Storm Water Regulations including but not limited to Lenexa City Code Chapter 4-5. The funds for the City’s construction of the Stormwater Facilities shall be provided by the City. Furthermore, Developer acknowledges that the construction of the Stormwater Facilities shall include certain plantings as required by the City’s Stormwater Regulations. The City agrees to be responsible for maintenance of the Stormwater Facilities.

b. In order to complete the construction of the Stormwater Facilities on the Property, the City requires the Developer to provide, without charge, a Public Drainage Easement over the portion of Property described in Exhibit G, attached hereto and incorporated herein by reference. Should other easements be necessary to enable City to satisfy its obligations under this Agreement, the Developer agrees that granting of such easements shall not be unreasonably withheld, delayed, or conditioned. The Public Drainage Easement, and any other easements necessary shall be on the City’s standard form.

5. Default.

a. The City and Developer understand and agree that time is of the essence. Each party shall diligently perform its obligations as required by the Agreement. The Developer shall be in default of the terms and conditions of this Agreement if the Developer, or its assignees, fails to initiate the construction of the Wheatley Point, West development in a timely manner after the City’s completion of all of the City’s obligations hereunder.. The City shall be in default of the terms and conditions of this Agreement if the City fails to complete the construction of the improvements to 99th Street, Clare Road (not including any requirements associated with the future widening of Clare Road), the Sanitary Sewer Extension and the Stormwater Facilities. Notice of default shall be provided by thirty (30) days prior written notice to the other party. After receiving a notice of default, such party shall have thirty (30) days to commence to cure the default and, thereafter, shall continue satisfactory correction of such default within a timely manner.

b. In the event of an uncured default by the Developer, the Developer shall reimburse the City for all work completed, if any, on the Sanitary Sewer Extension up to

the date of default and the City reserves any and all other rights and/or causes of action it may have against Developer. In the event of an uncured default by City, the Developer reserves any and all rights and/or causes of action it may have against City.

c. Notwithstanding subsection (a), this Agreement shall continue until the construction as described herein is complete and until such time as all obligations of the City and Developer have been met.

6. Successors. The terms of this Agreement shall run with the land and shall inure to the benefit of the land and be binding on the parties hereto and their respective successors and assigns. Developer and the City acknowledge that this Agreement shall be recorded with the Johnson County, Kansas RTA.

7. Amendments. This Agreement cannot be modified or changed by any verbal statement, promise or agreement and no modification, change, nor amendment shall be binding on the parties unless it shall have been agreed to in writing and signed by both parties.

8. Jurisdiction. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

9. Severability. The parties hereto agree that should any provision of the Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision shall be null and void, but that the remaining provisions of the Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

10. Notice. For purposes of this Agreement, any required notices shall be deemed sufficiently given the third day following deposit in the U.S. mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the City:

City of Lenexa
Attn: City Attorney
17101 West 87th Street Parkway
Lenexa, KS 66219

If to the Developer:

Prairie Star Partners, LLC
Attn: Michael Menghini
P. O. Box 26361
Overland Park, KS 66225

11. No Waiver. The parties agree that any waiver by either party of any breach of this Agreement shall not be construed to be a waiver of any other or subsequent breach.

12. Authority to Bind. The undersigned represent that they are fully authorized to enter into and execute this Agreement and bind their respective organizations to the contents hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the Effective Date.

CITY OF LENEXA, KANSAS

By: _____
Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Steven D. Shrout, Assistant City Attorney

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2022, came MICHAEL A. BOEHM, Mayor of the City of Lenexa, Kansas, who appeared before me the undersigned notary and acknowledged that he executed the same for purposes herein contained on behalf of the City of Lenexa, Kansas.

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

My Commission Expires:

Notary Public in and for said County and State

[SEAL]

Print Name: _____

By: PRAIRIE STAR PARTNERS, LLC

By: Michael Menghini Irrevocable Trust
Member

By: _____
Michael Menghini, Trustee

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this ____ day of _____, 2022, before me appeared _____, who acknowledged himself as Trustee of the Michael Menghini Irrevocable Trust, a Member of Prairie Star Partners, LLC, a Kansas limited liability company and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of such trust and limited liability company.

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

My Commission Expires:

[SEAL]

Notary Public in and for said County and State

Print Name:_____

EXHIBIT A
Metes and Bounds Legal

All that part of the West One-half of the Northwest Quarter of Section 4, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, described as follows:
Commencing at the Northwest corner of the Northwest Quarter of said Section 4; thence North 90 degrees 00 minutes 00 seconds East, along the North line of the Northwest Quarter of said Section 4, a distance of 413.00 feet to the TRUE POINT OF BEGINNING; thence continuing North 90 degrees 00 minutes 00 seconds East, along the North line of the Northwest Quarter of said Section 4, a distance of 911.88 feet to the Northeast corner of the West One-half of the Northwest Quarter of said Section 4; thence South 1 degree 21 minutes 22 seconds East along the East line of the West One-half of the Northwest Quarter of said Section 4, a distance of 2,738.39 feet; thence South 89 degrees 59 minutes 33 seconds West, a distance of 1,318.92 feet to a point on the West line of the Northwest Quarter of said Section 4, said point being 28.50 feet North of the Southwest corner of the Northwest Quarter of said Section 4 as measured along the West line of the Northwest Quarter of said Section 4; thence North 1 degrees 28 minutes 51 seconds West along the West line of the Northwest Quarter of said Section 4, a distance of 2,435.71 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 413.00 feet; thence North 1 degrees 28 minutes 51 seconds West, a distance of 303.00 feet to the point of beginning, EXCEPT that part in roads or streets.

AND EXCEPT all that part platted CANYON CREEK HIGHLANDS, FIRST PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas.

AND EXCEPT all that part platted CANYON CREEK HIGHLANDS, SECOND PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas.

AND EXCEPT all that part platted CANYON CREEK HIGHLANDS, THIRD PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas.

AND EXCEPT all that part platted CANYON CREEK HIGHLANDS, FOURTH PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas.

AND EXCEPT all that part platted SAINT JAMES ACADEMY, a subdivision in the City of Lenexa, Johnson County, Kansas.

EXHIBIT B
Preliminary Plan

EXHIBIT C
Temporary Construction Easement

Temporary Construction Easement Description:

All that part of an unplatted tract of land located in part of the Northwest Quarter of Section 4, Township 13 South, Range 23 East, Lenexa, Johnson County, Kansas, being more particularly described by Timothy B. Wiswell, Kansas PS-1136, of Olsson, Kansas LS-114, on July 30, 2021, as follows:

COMMENCING at the Southeast corner of Tract B, Canyon Creek By The Lake Second Plat, a subdivision of land in the City of Lenexa, Johnson County Kansas, according to the recorded plat thereof; thence North 58 degrees 19 minutes 47 seconds East, a distance of 3.21 feet, to the POINT OF BEGINNING; thence continuing North 58 degrees 19 minutes 47 seconds East, a distance of 9.00 feet, to the beginning of a non-tangent curve; thence in a Southeasterly direction on a curve to the left and being 50.00 feet Southwesterly of and concentric with the center line of Clare Road, as shown on the plat of Canyon Creek Highlands Second Plat, a subdivision of land in the City of Lenexa, Johnson County Kansas, according to the recorded plat thereof, whose initial tangent bears South 31 degrees 58 minutes 25 seconds East, having a radius of 1,331.00 feet, through a central angle of 00 degrees 18 minutes 12 seconds, an arc length of 7.04 feet, to a point on a tangent line; thence South 31 degrees 58 minutes 25 seconds East, on a line being 50.00 feet Southwesterly of and parallel with the center line of Clare Road, as shown on the plat of said Canyon Creek Highlands Second Plat, a distance of 302.67 feet, to a point of curvature; thence in a Southeasterly and Southerly direction on a curve to the right and being 50.00 feet Southwesterly of and concentric with the center line of Clare Road, as shown on the plat of said Canyon Creek Highlands Second Plat, having a radius of 1,229.00 feet, through a central angle of 27 degrees 08 minutes 38 seconds, an arc length of 582.24 feet, to a point on a non-tangent line; thence South 87 degrees 12 minutes 55 seconds West, on a line being parallel with the South line of the Northwest Quarter of said Section 4, a distance of 8.01 feet, to a point; thence North 13 degrees 56 minutes 14 seconds West, a distance of 69.10 feet, to a point; thence North 06 degrees 49 minutes 09 seconds West, a distance of 106.63 feet, to a point; thence North 15 degrees 30 minutes 53 seconds West, a distance of 66.69 feet, to a point; thence North 28 degrees 02 minutes 36 seconds West, a distance of 67.40 feet, to a point;

thence North 36 degrees 08 minutes 56 seconds West, a distance of 60.23 feet, to a point; thence North 25 degrees 27 minutes 59 seconds West, a distance of 118.07 feet, to a point; thence North 19 degrees 37 minutes 00 seconds West, a distance of 173.43 feet, to a point; thence North 32 degrees 43 minutes 42 seconds West, a distance of 226.36 feet, to the POINT OF BEGINNING, containing 16,817 square feet or 0.3861 acres, more or less.

EXHIBIT D

Right-of-Way Easement

Permanent Road Right-of-Way Description:

All that part of an unplatted tract of land located in part of the Northwest Quarter of Section 4, Township 13 South, Range 23 East, Lenexa, Johnson County, Kansas, being more particularly described by Timothy B. Wiswell, Kansas PS-1136, of Olsson, Kansas LS-114, on July 30, 2021, as follows:

BEGINNING at the Southeast corner of Tract B, Canyon Creek By The Lake Second Plat, a subdivision of land in the City of Lenexa, Johnson County Kansas, according to the recorded plat thereof, said point also being the beginning of a non-tangent curve; thence in a Northwesterly direction on the Northeasterly line of said Tract B and a curve to the right, whose initial tangent bears North 31 degrees 39 minutes 00 seconds West, having a radius of 1,343.02 feet, through a central angle of 05 degrees 19 minutes 09 seconds, an arc length of 124.68 feet, to a point on a non-tangent line, said point being the Southwest corner of Clare Road, as now established by Book 200605 at Page 002512; thence North 63 degrees 40 minutes 45 seconds East, departing said Northeasterly right-of-way line and on the South right-of-way line of Clare Road, as now established by Book 200605 at Page 002512, a distance of 62.19 feet, to a point on the center line of said Clare Road, as shown on the plat of Canyon Creek Highlands Second Plat, a subdivision of land in the City of Lenexa, Johnson County Kansas, according to the recorded plat thereof, said point also being the beginning of a non-tangent curve; thence in a Southeasterly direction on said center line and a curve to the left, whose initial tangent bears South 26 degrees 20 minutes 32 seconds East, having a radius of 1,281.00 feet, through a central angle of 05 degrees 37 minutes 53 seconds, an arc length of 125.90 feet, to a point on a tangent line; thence South 31 degrees 58 minutes 25 seconds East, on said center line, a distance of 302.42 feet, to a point of curvature; thence in a Southeasterly and Southerly direction on said center line and a curve to the right, having a radius of 1,279.00 feet, through a central angle of 29 degrees 50 minutes 30 seconds, an arc length of 666.15 feet, to a point on a tangent line; thence South 02 degrees 07 minutes 55 seconds East, on said center line, a distance of 192.02 feet, to the Southwest corner of the plat of said Canyon Creek Highlands Second Plat, said point also being the Southeast corner of a certain tract of land conveyed by Warranty Deed recorded in Book 8388 at Page 264;

thence South 87 degrees 50 minutes 13 seconds West, on the South line of said certain tract of land conveyed by Warranty Deed recorded in Book 8388 at Page 264; a distance of 445.07 feet, to a point on the West line of the Northwest Quarter of said Section 4; thence North 03 degrees 38 minutes 14 seconds West, on said West line and the West line of said certain tract of land conveyed by Warranty Deed recorded in Book 8388 at Page 264, a distance of 31.52 feet, to a point; thence North 87 degrees 47 minutes 35 seconds East, departing said West lines, a distance of 1.20 feet, to a point; thence North 87 degrees 12 minutes 55 seconds East, on a line being 60.00 feet North of and parallel with the South line of the Northwest Quarter of said Section 4, a distance of 285.83 feet, to a point; thence North 43 degrees 21 minutes 06 seconds East, a distance of 152.71 feet, to a point; thence North 02 degrees 07 minutes 55 seconds West, on a line being 50.00 feet West of and parallel with the center line of said Clare Road, as shown on the plat of Canyon Creek Highlands Second Plat,

a distance of 50.43 feet, to a point of curvature; thence in a Northerly and Northwesterly direction on a curve to the left being 50.00 feet Westerly and Southwesterly of and concentric with the center line of said Clare Road, as shown on the plat of Canyon Creek Highlands Second Plat, having a radius of 1,229.00 feet, through a central angle of 29 degrees 50 minutes 30 seconds, an arc length of 640.11 feet, to a point on a tangent line; thence North 31 degrees 58 minutes 25 seconds West, on a line being 50.00 feet Southwesterly of and parallel with the center line of said Clare Road, as shown on the plat of Canyon Creek Highlands Second Plat, a distance of 302.67 feet, to a point of curvature; thence in a Northwesterly direction on a curve to the right being 50.00 feet Southwesterly of the center line of said Clare Road, as shown on the plat of Canyon Creek Highlands Second Plat, having a radius of 1,331.00 feet, through a central angle of 00 degrees 08 minutes 12 seconds, an arc length of 7.04 feet, to a point on a non-tangent line; thence South 58 degrees 19 minutes 47 seconds West, a distance of 12.21 feet, to the POINT OF BEGINNING, containing 84,376 square feet or 1.9370 acres, more or less.

EXHIBIT E
Sanitary Sewer Plans
(To be attached after approval by JCW)

EXHIBIT F
Stormwater BMP Plans

Exhibit G
Public Drainage Easement

Permanent Drainage Easement Description:

All that part of an unplatted tract of land located in part of the Northwest Quarter of Section 4, Township 13 South, Range 23 East, Lenexa, Johnson County, Kansas, being more particularly described by Timothy B. Wiswell, Kansas PS-1136, of Olsson, Kansas LS-114, on July 30, 2021, as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of said Section 4; thence North 03 degrees 38 minutes 14 seconds West, on the West line of the Northwest Quarter of said Section 4, a distance of 60.02 feet, to the POINT OF BEGINNING; thence continuing North 03 degrees 38 minutes 14 seconds West, on said West line, a distance of 214.12 feet, to a point; thence North 87 degrees 12 minutes 55 seconds East, on a line parallel with the South line of the Northwest Quarter of said Section 4, a distance of 400.19 feet, to the beginning of a non-tangent curve; thence in a Southerly direction on a curve to the right being 50.00 feet Westerly of and concentric with the center line of said Clare Road, as shown on the plat of Canyon Creek Highlands Second Plat, a subdivision of land in the City of Lenexa, Johnson County Kansas, according to the recorded plat thereof, whose initial tangent bears South 04 degrees 49 minutes 47 seconds East, having a radius of 1,229.00 feet, through a central angle of 02 degrees 41 minutes 52 seconds, an arc length of 57.87 feet, to a point on a tangent line; thence South 02 degrees 07 minutes 55 seconds East, on a line being 50.00 feet West of and parallel with the center line of said Clare Road, as shown on the plat of Canyon Creek Highlands Second Plat, a distance of 50.43 feet, to a point; thence South 43 degrees 21 minutes 06 seconds West, a distance of 152.71 feet, to a point; thence South 87 degrees 12 minutes 55 seconds West, on a line being 60.00 feet North of and parallel with the South line of the Northwest Quarter of said Section 4, a distance of 285.83 feet, to a point;

thence South 87 degrees 47 minutes 35 seconds West, a distance of 1.20 feet, to the POINT OF BEGINNING, containing 79,585 square feet or 1.8270 acres, more or less. (As depicted on Exhibit "A" (Page 3 of 3), attached and incorporated herein)



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 7th day of February in the year Two Thousand Twenty-Three, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 21st day of December in the year Two Thousand Twenty-One (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Indian Trails Aquatics Center Improvements Project
8801 Greenway Lane
Lenexa, KS 66215

THE OWNER:
(Name, legal status, and address)

City of Lenexa a Kansas municipal corporation
17101 W. 87th Street Parkway
Lenexa, KS 66219

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

McCown Gordon Construction, LLC
850 Main Street
Kansas City, MO 64105

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed GMP 001 in the Amount of Fifteen Million Three Hundred Eighty-Three Thousand One Hundred Forty-Three Dollars (\$15,383,143.00) which includes The Original

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

Preconstruction Amount of Thirty-Eight Thousand Four Hundred Fifty Dollars (\$38,450.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Exhibit A-1 – GMP Proposal and Clarifications dated 2/7/2023

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

(Table deleted)

See Exhibit A-1 – GMP Proposal and Clarifications dated 2/7/2023

(Table deleted)

(Paragraphs deleted)

§ A.1.1.6 Unit prices, if any:

(Paragraphs deleted)

See Exhibit A-1 – GMP Proposal and Clarifications dated 2/7/2023

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ **[X]** The date of execution of this Amendment and the receipt of all applicable permits and completed working Drawings and Specifications.

☐ **[]** Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Paragraphs deleted)

See Exhibit A-3 – Project Schedule

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates: See Exhibit A-3 – Project Schedule

(Table deleted)

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

Init.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Specifications: See Exhibit A-2 – Contract Document Log.

(Table deleted)

§ A.3.1.2 The following

(Paragraphs deleted)

Drawings: See Exhibit A-2 – Contract Document Log.

§ A.3.1.3

(Paragraphs deleted)

Allowances, if any, included in the

(Table deleted)

Guaranteed Maximum Price: See Exhibit A-1 – GMP Proposal and Clarifications dated 2/7/2023

§ A.3.1.4

(Paragraphs deleted)

Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: See Exhibit A-1 – GMP Proposal and Clarifications dated 2/7/2023

§ A.3.1.5 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit A-1 – GMP Proposal and Clarifications dated 2/7/2023

Exhibit A-2 – Contract Document Log

Exhibit A-3 – Project Schedule

Exhibit A-4 – Construction Manager Operation Staff Hourly Rates

Exhibit A-5 – Equipment Rental Rates

This Amendment to the Agreement entered into as of the day and year first written above.

City of Lenexa, a Kansas municipal corporation

By:

OWNER *(Signature)*

By:

(Printed name and title)

McCown Gordon Construction, LLC

DocuSigned by:

By:

CONSTRUCTION MANAGER *(Signature)*

Luke Deets

By:

(Printed name and title)

Vice President, Business Un

DS DS
lk RM

EXHIBIT A-1 – GMP PROPOSAL AND CLARIFICATIONS

CITY OF LENEXA | LENEXA AQUATIC CENTER
GUARANTEED MAXIMUM PRICE | 2/7/2023

EXECUTIVE SUMMARY

This estimate is for demolition of the existing Indian Trails Aquatic Center, and the construction of the new Lenexa Aquatic Center with additional parking. This estimate has costs allocated for several different components of the project, including Sitework, Demolition, Aquatics, Building Construction, Finish Work. Cost breakdowns provided are in accordance with the area breakdown drawings included with this Guaranteed Maximum Price (GMP).

This GMP is based upon the documents identified below, these clarifications, construction schedule and any associated attachments. Please reference the attached Estimate Summary for additional cost information. Any provided cost breakdowns are for accounting purposes and are not intended to provide line-item guarantees.

COST SUMMARY

Our GMP price for the work is \$15,383,143

DOCUMENTATION

All pricing is based upon the attached drawings log in Exhibit A-2

ALLOWANCES

- | | |
|--|----------|
| • Signage allowance at the slide tower | \$20,000 |
| • Additional rock excavation beyond 150 cy | \$50,000 |

ALTERNATES

- | | |
|--|-----------|
| 1. Replacement of the concessions and mechanical building roofs | \$53,869 |
| 2. Add one four-point shade sail | \$12,083 |
| 3. Add one three-point shade sail | \$16,379 |
| 4. New climbing wall | \$32,355 |
| 5. Replace wood slats at the existing shade structures & bathhouse | \$100,487 |

**Guarantee price of the cost options is valid for 15 days after execution of the GMP.*

If owner decides to accept an alternate, the own agrees pricing of the alternate may be re-evaluated.

CLARIFICATIONS & QUALIFICATIONS

1. Indexed liquid asphalt pricing is included at \$655/liquid ton. Pricing quoted is based on material quotes effective this date and is subject to change based upon liquid asphalt "price indexing". If the market price varies from this indexed cost, the price will be adjusted accordingly from the Owner's Contingency
2. Concrete paving included with a broom or standard flat finish
3. Per coordination meetings, no fire protection is needed and has not been included for the existing or new buildings
4. Four-point & three-point shade structures have been included with a 9' eve height
5. The shade structure included is manufactured by Duffer Hollow Designs
6. The four-point shade sails have been included at a quantity of four
7. The three-point shade sails have been included at a quantity of two
8. Two (2) wood slat fence tube storage enclosures are included to the Southeast of the surge tank, and to the east of the intersection between the river pool and leisure pool.
9. CMU at guardhouse included as thru body with color and aggregate identical to the outer material per coordination emails with the design team. No paint at the interior of the guard building is included
10. Striping included with thermoplastic pavement markings per Lenexa Technical Specifications

11. Linear trench drains are included as straight runs with fitting to accommodate contours depicted in the plans
12. Panel signage has been included as SignEtch series signage for the specified bronze ADA signage
13. Sidewalk has been included per 01/L400, non-reinforced
14. 320 square feet of reinforced concrete sidewalks at the northwest gates
15. Pool deck has been included as unreinforced concrete
16. Millwork is included as manufactured to the AWI standard, AWI label and certification is not included
17. At existing CMU walls where new electrical is to be provided, conduit will be surface mounted
18. Core drilling has been included for the penetrations in the existing mechanical building
19. There are Bolded utilities lines to the North of the new parking lot and west of the existing parking lots. These bolded utilities are outside of our project site and not include
20. Downspout boot material included as pvc, constructed per sheet C17
21. 150 cy of rock excavation is included based on the geotechnical report
22. The concessions and mechanical building roofs shall remain as is with no repair or replacement
23. The existing concessions, mechanical and pool pump building doors are included with new paint and hardware replacement only
24. Additional below grade piping, valves and threaded caps, has been incorporated to provide a pool winterization system per R-1 Aquatics Center Pool Drain Sketch (distributed 11.18.22) that was mutually agreed upon by the engineers and city
25. The existing overhead electric between the existing parking lots is to remain as is, no relocation is included
26. The South drop off loop has been modified to a curved drive lane with a drop off zone; the final design is to be mutually agreed upon by the owner, architect and contractor
27. Grading to +/- one tenth of a foot, topsoil, electrical provisions, and sleeving coordination is included for landscaping.
28. Landscaping and irrigation outside pool fence to be performed by the City of Lenexa. Landscaping and irrigation inside pool fence is included within this GMP.
29. Electrical provisions only are included for the irrigation controls located within the guardhouse building
30. Bollards are included as painted
31. Existing shade structures are to remain with louvers to be cleaned and stained
32. The Variable Frequency Drive (VFD) for the aquatic's equipment has been included as the GreenDrive, manufactured by Neptune-Benson per cutsheet previously provided to the engineer.
33. Existing climbing wall to be removed and re-installed after new pool is constructed
34. Spectrum 3M dive stand has been included with railing at the staircase
35. Flume Grate included as the cast-in-place 18" R-4990-FX Neenah Foundry

GENERAL ITEMS

- Construction Contingency at \$292,338
- Payment and performance bonds
- City tap & connection fees of \$75,000 is included
- This GMP is based on a notice to proceed of 02/07/2023
- Based on award of all three zones (Aquatics, Site/Parking lots, Skatepark parking)

36. Exclusions

- Sales tax
- City of Lenexa Building Permit and Plan Review Fees
- Design Fees, Environmental/Geotechnical Surveys, Special Inspection Fees
- Utility company fees, system development fees
- Construction testing and special inspection expenses
- FF&E
- Commercial kitchen or bar equipment
- Unforeseen subsurface conditions and removal of underground structures

- Hazardous materials abatement or removal
- Any costs associated with permit review comments
- Design Contingency
- Escalation Contingency
- AV work
- Fire Alarm & Fire Protection System
- Skylights
- Landscaping, Irrigation & controls and maintenance of landscaping and existing trees outside of pool fencing
- Lightning Protection
- Locker base
- Work associated with the 87th street crossing, including but not limited to trail connections



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Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G002	CODE SUMMARY	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
G004	PROJECT SYMBOLS AND TYP. MOUNTING HEIGHTS	4	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
G005	TYPICAL ADA CLEARANCES	1	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
Civil					
C1	EXISTING CONDITIONS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C2	General Notes	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C3	Utility Plan	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C4	Utility Plan	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C5	Utility Plan Enlargement	4	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
C6	Storm Sewer Profiles	4	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C7	JCW Plan	3	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
C8	JCW Details	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C9	Existing Drainage Map	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C10	Proposed Drainage Map	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C11	Drainage Calculations	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C12	Photometric Plan	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C13	Construction Details 1	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C14	Construction Details 2	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C15	Construction Details 3	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C16	Construction Details 4	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C17	Construction Details 5	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C18	Erosion Control Plan 1	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C19	Erosion Control Plan 2	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C20	Erosion Control Notes	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C21	Erosion Control Details 1	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C22	Erosion Control Details 2	0	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C23	Erosion Control Details 3	0	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
C24	Erosion Control Details 4	0	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
Landscape					
L000	COVER SHEET	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L001	SURVEY	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L100	DEMOLITION PLAN	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L101	DEMOLITION PLAN ENLARGEMENT	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L102	DEMOLITION PLAN ENLARGEMENT	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L103	DEMOLITION PLAN ENLARGEMENT	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L104	DEMOLITION PLAN ENLARGEMENT	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L200	LAYOUT PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L201	LAYOUT PLAN ENLARGEMENT	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L202	LAYOUT PLAN ENLARGEMENT	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L203	LAYOUT PLAN ENLARGEMENT	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L204	LAYOUT PLAN ENLARGEMENT	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L300	GRADING PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L301	GRADING PLAN ENLARGEMENT	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L302	GRADING PLAN ENLARGEMENT	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L303	GRADING PLAN ENLARGEMENT	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L304	GRADING PLAN ENLARGEMENT	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L400	SITE DETAILS	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L401	SITE DETAILS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L402	LANDSCAPE PLAN ENLARGEMENT	0	09/20/2022	09/20/2022	100% DD - 2022.09.20 (09/20/22)
L403	LANDSCAPE PLAN ENLARGEMENT	0	09/20/2022	09/20/2022	100% DD - 2022.09.20 (09/20/22)
L404	LANDSCAPE PLAN ENLARGEMENT	0	09/20/2022	09/20/2022	100% DD - 2022.09.20 (09/20/22)
L500	LANDSCAPE PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L501	LANDSCAPE PLAN ENLARGEMENT	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L502	LANDSCAPE PLAN ENLARGEMENT	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L503	LANDSCAPE PLAN ENLARGEMENT	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L504	LANDSCAPE PLAN ENLARGEMENT	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L505	IRRIGATION PLAN	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
L600	LANDSCAPE DETAILS	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
Structural					
S001	STRUCTURAL GENERAL NOTES	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
S030	TYPICAL DETAILS - CONCRETE	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
S040	TYPICAL DETAILS - MASONRY	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
S050	TYPICAL DETAILS - STEEL	1	10/21/2022	10/21/2022	60% CDs - 10.21.22 (10/21/22)
S100	GUARD HOUSE FOUNDATION PLAN	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
S101	PUMP BUILDING FOUNDATION PLAN	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
S102	GUARD HOUSE ROOF FRAMING PLAN	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
S103	PUMP BUILDING ROOF FRAMING PLAN	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
S500	FOUNDATION SECTIONS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					22)
S510	ROOF FRAMING SECTIONS	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
Architectural					
A051	SLAB EDGE AND DRAINAGE PLANS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
A101	ARCHITECTURAL SITE PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
A110	PLAN - GUARD HOUSE	4	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
A111	PLANS - BATHHOUSE & CONCESSION	4	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
A112	PLANS-POOL MECH, EQUIPMENT & PUMP BLDG	4	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
A131	CEILING PLANS	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
A141	ROOF PLANS	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
A150	FINISH PLAN	4	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
A160	FURNITURE & EQUIPMENT PLANS - REF ONLY	2	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
A161	FURNITURE & EQUIPMENT PLANS - REF ONLY	3	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
A162	FURNITURE & EQUIPMENT ELV. - REF. ONLY	1	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
A201	ELEVATIONS - EXTERIOR PUMP, EQUIP, & GUARD	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
A202	ELEVATIONS - EXTERIOR BATH, CONC., & MECH	4	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
A211	INT. ELEVATIONS - GUARD HOUSE	4	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
A212	ADMISSIONS DESK ELEVATIONS AND PLANS	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
A213	INT. ELEVATIONS - BATHHOUSE AND CONCESSIONS	1	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
A301	SECTIONS - GUARD HOUSE	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
A302	SECTIONS-PUMP & POOL EQUIPMENT BUILDINGS	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
A511	DETAILS - GUARDHOUSE	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
A512	DETAILS - GUARDHOUSE	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A521	DETAILS - PUMPHOUSE & EXISTING BUILDINGS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
A531	DETAILS - GATES	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
A601	DOOR AND WINDOW TYPES AND SCHEDULES	4	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
A602	SIGNAGE TYPES AND SCHEDULES	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
A700	MATERIAL BOARD ISOMETRIC VIEWS	0	09/20/2022	09/20/2022	100% DD - 2022.09.20 (09/20/22)
AD101	ARCHITECTURAL SITE PLAN - DEMOLITION	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
AD111	EXISTING BUILDINGS PLANS - DEMOLITION	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
Aquatic					
PL100	OVERALL AQUATIC PLAN	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL101	ADA AND DECK CLEARANCE	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL102	GENERAL DETAILS AND SCHEDULE	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL103	GENERAL DETAILS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL104	POOL DATA AND EQUIPMENT SCHEDULES	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL110	POOL A - COMPETITION POOL PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL111	POOL A - COMPETITION POOL DIMENSION PLAN	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL112	POOL A - COMPETITION POOL SECTIONS	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL113	POOL A - COMPETITION POOL SECTIONS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL114	POOL A - COMPETITION POOL DETAILS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL115	POOL A - COMPETITION POOL DETAILS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL116	POOL A - ENLARGED DIVING AND AQUACLIMB PLAN	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL117	POOL A - DIVING SECTIONS AND DETAILS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL118	POOL A - DIVING SECTIONS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
PL120	POOL B - LIFESTYLE POOL PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
FL121	POOL B - LIFESTYLE POOL DIMENSION PLAN	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL122	POOL B - LIFESTYLE POOL SECTIONS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL123	POOL B - LIFESTYLE POOL SECTIONS AND DETAILS	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL124	POOL B - LIFESTYLE POOL DETAILS	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL125	POOL B - LIFESTYLE POOL DETAILS	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL126	SLIDE PLAN	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL127	SLIDE DETAILS AND SECTIONS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL130	POOLS A AND B - SURGE TANKS AND VALVE VAULTS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL131	POOLS A AND B - SURGE TANK AND VALVE VAULT SECTIONS	1	11/02/2022	11/02/2022	70% CD - Addendum 1 - 11.02.22 (11/02/22)
FL200	STRUCTURAL NOTES, PLANS AND SCHEDULE	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL201	STRUCTURAL PLANS AND SCHEDULE	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL210	STRUCTURAL GENERAL DETAILS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL211	STRUCTURAL GENERAL DETAILS	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL212	STRUCTURAL DETAILS	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL213	STRUCTURAL DETAILS	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL214	STRUCTURAL DETAILS	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL215	STRUCTURAL DETAILS	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL216	STRUCTURAL DETAILS	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL217	STRUCTURAL DETAILS	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL300	OVERALL PIPING PLAN	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL301	GENERAL NOTES	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL302	GENERAL DETAILS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL310	POOL A PIPING	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					22)
FL320	POOL B SUCTION, GUTTER, FILL AND SENSOR PIPING	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL321	POOL B FILTRATION PIPING	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL322	POOL B SLIDE AND PROPULSION PIPING	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL323	SLIDE PIPING	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL400	MECHANICAL EQUIPMENT PLAN	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL401	MECHANICAL EQUIPMENT SCHEDULES	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL402	MECHANICAL DETAILS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL403	MECHANICAL DETAILS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL404	MECHANICAL DETAILS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL405	MECHANICAL DETAILS	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL406	DEFENDER SCHEMATIC	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL510	POOL A MECHANICAL SCHEMATIC	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL511	POOL A ELECTRICAL SCHEMATIC	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL520	POOL B MECHANICAL SCHEMATIC	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL521	POOL B MECHANICAL SCHEMATIC	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL522	POOL B MECHANICAL SCHEMATIC	0	09/20/2022	09/20/2022	100% DD - 2022.09.20 (09/20/22)
FL523	POOL B ELECTRICAL SCHEMATIC - FILTRATION	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL524	POOL B ELECTRICAL SCHEMATIC - ACTIVITIES	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL600	PIPE PENETRATIONS	1	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL601	PIPE PENETRATIONS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
Mechanical					
DM111	BATHHOUSE & CONCESSION DEMO PLAN	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
M110	GUARD HOUSE PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)

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Job #: 1-07-1704 Indian Trails Aquatics Ctr Imp
8801 Greenway Lane
Lenexa, Kansas 66215
816960111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					22)
M111	BATHHOUSE & CONCESSION PLANS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
M112	POOL MECHANICAL EQUIPMENT & PUMP BLDG PLANS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
M310	MECHANICAL SCHEDULES	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
M311	MECHANICAL DETAILS	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
MEP0	COVER SHEET	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
MEP1	SITE	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
MEP2	ROOF	1	10/21/2022	10/21/2022	60% CDs - 10.21.22 (10/21/22)
Plumbing					
DP111	BATHHOUSE & CONCESSION DEMO PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
F110	GUARD HOUSE PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
F111	BATHHOUSE & CONCESSION PLANS	3	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
F112	POOL MECHANICAL EQUIPMENT & PUMP	4	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
F210	GUARD HOUSE PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
F211	BATHHOUSE & CONCESSION PLANS	4	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
F212	POOL MECHANICAL EQUIPMENT & PUMP	4	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
F310	PLUMBING SCHEDULES	3	11/22/2022	11/22/2022	Post Bid Addendum 01 - 11.22.22 (11/22/22)
F311	PLUMBING DETAILS	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL324	POOL B ACTIVITY PIPING	0	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL325	POOL B ZDE ACTIVITY PIPING ENLARGED	2	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL326	POOL B RIVER ACTIVITY PIPING ENLARGED	0	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
FL407	DEFENDER DETAILS	0	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
Electrical					
DE111	BATHHOUSE & CONCESSION DEMO PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E110	GUARD HOUSE PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
E111	BATHHOUSE & CONCESSION PLANS	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
E112	POOL MECHANICAL EQUIPMENT & PUMP	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
E210	GUARD HOUSE PLAN	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)
E211	BATHHOUSE & CONCESSION PLANS	5	12/01/2022	12/01/2022	Post Bid Addendum 02 - 12.01.22 (12/01/22)
E212	POOL MECHANICAL EQUIPMENT & PUMP BLDG PLANS	5	12/01/2022	12/01/2022	Post Bid Addendum 02 - 12.01.22 (12/01/22)
E310	ELECTRICAL RISER DIAGRAM & SCHEDULES	4	12/01/2022	12/01/2022	Post Bid Addendum 02 - 12.01.22 (12/01/22)
E311	ELECTRICAL SCHEDULES	5	12/01/2022	12/01/2022	Post Bid Addendum 02 - 12.01.22 (12/01/22)
E410	ELECTRICAL DETAILS	3	11/15/2022	11/15/2022	100% CD Drawings 11.15.22 (11/15/22)



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Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
C00107	Seals Page	0	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C00110	Table of Contents	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C00110	Lenexa - Table of Contents	0	10/21/22	10/21/22	GMP 60% - 10.21.22
01 - City of Lenexa Specifications					
C1	Lenexa Technical Specifications Cover Page	1	11/15/22	11/15/22	100% CD Specifications - 11.15.22
02 - City of Lenexa Specifications					
03 - Concrete					
C33511	Concrete Floor Finishes	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
04 - Masonry					
C40100	MAINTENANCE OF MASONRY	0	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C40511	Masonry Mortaring and Grouting	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C42000	Unit Masonry	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
05 - Metals					
C55000	Metal Fabrications	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
06 - Wood, Plastics, and Composites					
C61000	Rough Carpentry	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C62000	Finish Carpentry	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C64100	ARCHITECTURAL WOOD CASEWORK	0	11/15/22	11/15/22	100% CD Specifications - 11.15.22
07 - Thermal and Moisture Protection					
C71400	Fluid-Applied Waterproofing	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C72500	Weather Barriers	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C74113	Metal Roof Panels	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C74643	Composition Siding	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C75400	Thermoplastic Membrane Roofing	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C76200	Sheet Metal Flashing and Trim	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C79200	Joint Sealants	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
08 - Openings					
C81113	Hollow Metal Doors and Frames	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C81613	Fiberglass Doors	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C83100	ACCESS DOORS AND PANELS	0	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C84313	Aluminum-Framed Storefronts	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C85113	Aluminum Windows	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22

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Number	Description	Revision	Issued Date	Received Date	Set
C86200	Plastic Glazed Unit Skylights	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C87000	DOOR HARDWARE	0	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
C87100	Door Hardware	3	11/22/22	11/22/22	Post Bid Addendum 01 - 11.22.22
C88000	Glazing	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C89100	Louvers	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
09 - Finishes					
C92116	Gypsum Board Assemblies	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C93000	Tiling	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C95100	Acoustical Ceilings	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C96513	Resilient Base and Accessories	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C99123	Interior Painting	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
C99600	High-Performance Coatings	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
10 - Specialties					
101400	Signage	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
102113	Plastic Toilet Compartments	0	10/21/22	10/21/22	GMP 60% - 10.21.22
102113.19	Plastic Toilet Compartments	1	11/15/22	11/15/22	100% CD Specifications - 11.15.22
102123	CUBICLE CURTAINS AND TRACK	0	11/15/22	11/15/22	100% CD Specifications - 11.15.22
102800	Toilet, Bath, and Laundry Accessories	3	11/22/22	11/22/22	Post Bid Addendum 01 - 11.22.22
104400	Fire Protection Specialties	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
12 - Furnishings					
122400	Window Shades	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
123600	Countertops	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
13 - Special Construction					
13 1123	Pool Pipe Supports	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131113	POOL GENERAL	1	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131114	Pool Start Up, Maintenance & Operations Training	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131118	Pool Concrete	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131120	Pool Pipe and Pipe Fittings	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131124	Pool Valves	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131125	Pool Centrifugal Pumps	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131130	Pool Regenerative Media Filter	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131135	Pool Ultraviolet Disinfection Equipment	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
131137	Pool Chemical System and Controls	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131142	Perimeter Overflow Gutter Grating	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131145	Pool Rail Goods	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131146	Pool Equipment	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131147	Pool Play Equipment	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22

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Number	Description	Revision	Issued Date	Received Date	Set
131155	Pool Timing System	0	10/21/22	10/21/22	GMP 60% - 10.21.22
131159	Pool Paint Finish	1	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131160	Pool Quartz Aggregate Finish	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
131162	Spray Pad Floor Finish	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
131165	Water Flume Rides	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
22 - Plumbing					
220010	Plumbing Provisions	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
220011	Basic Plumbing Materials and Methods	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
220013	Project Coordination	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
220505	Plumbing Demolition	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
220523	Valves	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
220548	Plumbing Sound and Vibration Control	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
220700	Plumbing Insulation	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
221000	Plumbing Piping	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
221119	Domestic Water Piping Specialties	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
221319	Sanitary Waste Piping Specialties	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
223400	Gas Water Heaters	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
224000	Plumbing Fixtures	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
230010	Mechanical Provisions	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
230011	Basic Mechanical Materials and Methods	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
230013	Project Coordination	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
230505	Mechanical Demolition	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
230513	Common Motor Requirements for HVAC Equipment	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
230514	Motor Control and Equipment Disconnects	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
230548	Mechanical Sound and Vibration Control	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
230553	Identification for HVAC Piping and Equipment	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
230593	System Testing and Balancing	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
230713	Duct Insulation	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
230719	Piping Insulation	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
230913	Programmable Thermostats	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
232000	HVAC Piping	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
232016	HVAC Piping Specialties	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
233113	Metal Ducts	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
233300	Air Duct Accessories	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
233400	HVAC Fans	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
233713	Diffusers, Registers, and Grilles	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22

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Number	Description	Revision	Issued Date	Received Date	Set
233750	HVAC Louvers	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
235100	Breechings, Chimneys, and Stacks	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
237200	ENERGY RECOVERY VENTILATORS	0	11/15/22	11/15/22	100% CD Specifications - 11.15.22
238129	Variable Refrigerant Volume (VRV) Indoor Units	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
238130	Variable Refrigerant Volume (VRV) Outdoor Units	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
26 - Electrical					
260010	Electrical Provisions	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
260011	Basic Electrical Materials and Methods	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
260013	Project Coordination	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
260505	Electrical Demolition	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
260519	Wire and Cable	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
260526	Grounding	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
260527	Pool Electrical Bonding	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
260529	Hangers and Supports for Electrical Systems	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
260533	Raceway and Boxes for Electrical Systems	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
260553	Identification for Electrical Systems	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
260923	Lighting Control Devices	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
260943	Digital Network Lighting Controls	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
260944	Distributed Digital Lighting Control System	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
262213	General Distribution Transformer	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
262416	Panelboards	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
262726	Wiring Devices	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
262813	Fuses	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
262816	Enclosed Switches and Circuit Breakers	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
262913	Enclosed Controllers	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
262923	Variable-Frequency & Soft Start Motor Controllers	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
264300	Surge Protective Devices	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
265000	Lighting	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
265100	Interior Lighting	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
265600	Exterior Lighting	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
27 - Communications					
270500	Common Work Results for Communications	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
270505	Communications Demolition	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
271100	Communications Equipment Room Fittings	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
28 - Electronic Safety and Security					
280500	Common Work Results for Electronic Safety and Security	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
280505	Electronic Safety and Security Demolition	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22

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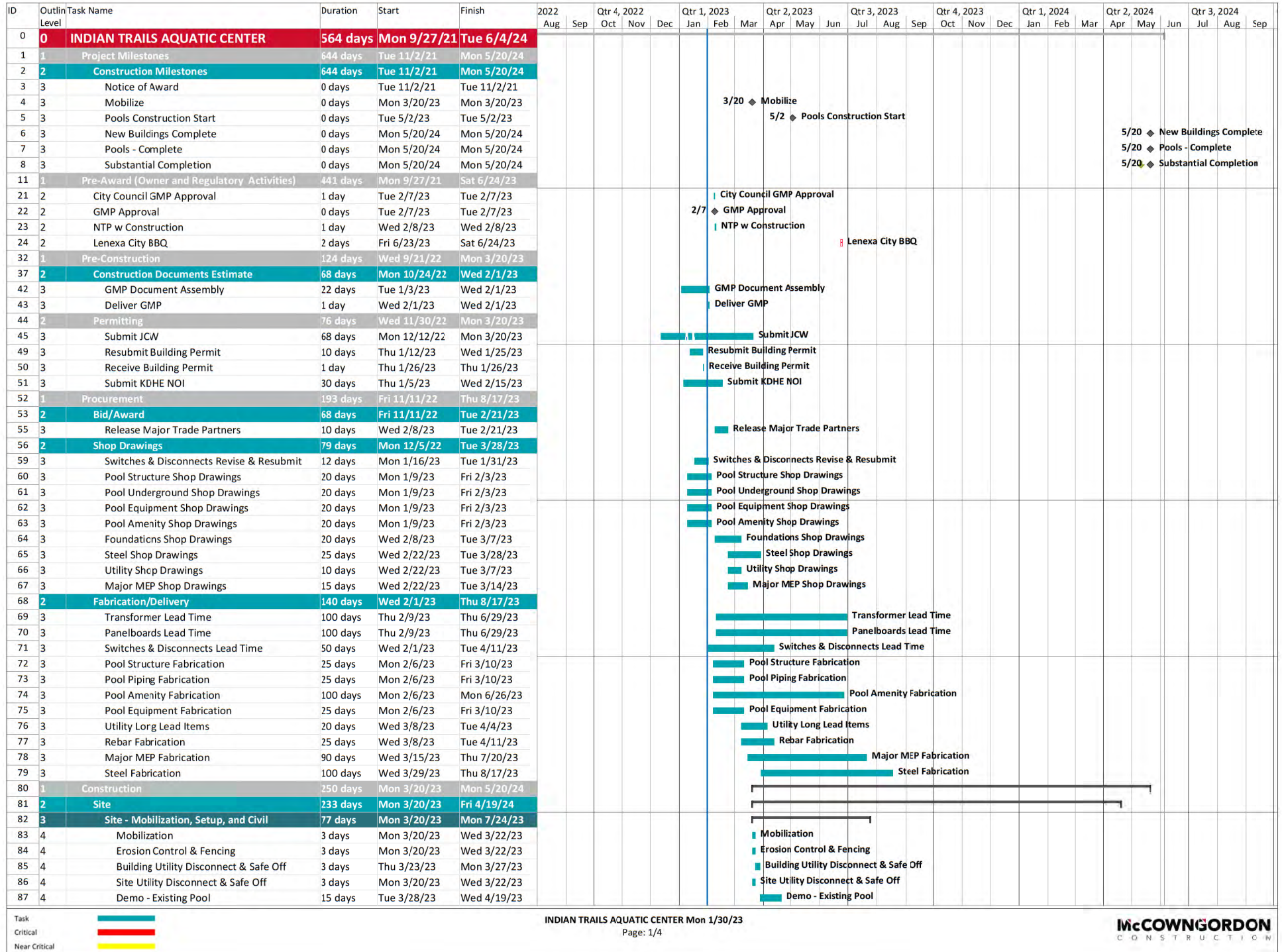


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Number	Description	Revision	Issued Date	Received Date	Set
284605	Conductors/ Cables for Electronic Safety & Security	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
284611	Fire Sensors and Detectors	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
284612	Other Initiating Devices	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
284613	Other Fire Alarm Devices	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
284620	Fire-Alarm System Modifications	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
284623	Fire Alarm Notification Appliances	2	11/15/22	11/15/22	100% CD Specifications - 11.15.22
32 - Exterior Improvements					
323113	Chain Link Fences and Gates	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
329000	Exterior Planting	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22
329119	Landscape Grading	1	11/02/22	11/02/22	70% CD - Addendum 1 - 11.02.22

Exhibit A-3 - Project Schedule



ID	Outlin Level	Task Name	Duration	Start	Finish	2022 Aug	Sep	Qtr 4, 2022 Oct	Nov	Dec	Qtr 1, 2023 Jan	Feb	Mar	Qtr 2, 2023 Apr	May	Jun	Qtr 3, 2023 Jul	Aug	Sep	Qtr 4, 2023 Oct	Nov	Dec	Qtr 1, 2024 Jan	Feb	Mar	Qtr 2, 2024 Apr	May	Jun	Qtr 3, 2024 Jul	Aug	Sep
88	4	Pool Excavation / Grading	5 days	Fri 4/21/23	Thu 4/27/23																										
89	4	Clear Grub	5 days	Mon 6/26/23	Fri 6/30/23																										
90	4	Demo - West Circle Dr. & Trails	2 days	Mon 7/3/23	Wed 7/5/23																										
91	4	Demo - South Circle Dr. & Trails	2 days	Thu 7/6/23	Fri 7/7/23																										
92	4	Mass Excavation / Grading	10 days	Mon 7/10/23	Mon 7/24/23																										
93	3	Site - Parking and Access	156 days	Tue 7/25/23	Fri 4/19/24																										
94	4	Utilities (Storm, Sanitary, Electrical, Water)	15 days	Tue 7/25/23	Thu 8/17/23																										
95	4	West Parking Lot - Curb & Gutter	5 days	Fri 8/18/23	Fri 8/25/23																										
96	4	West Parking Lot - Sidewalks	5 days	Mon 8/28/23	Fri 9/1/23																										
97	4	West Parking Lot - Base Asphalt	2 days	Tue 9/5/23	Wed 9/6/23																										
98	4	South Circle Dr. - Curb & Gutter	5 days	Mon 8/28/23	Fri 9/1/23																										
99	4	South Circle Dr. - Sidewalks	5 days	Tue 9/5/23	Mon 9/11/23																										
100	4	South Circle Dr. - Base Asphalt	2 days	Tue 9/12/23	Thu 9/14/23																										
101	4	Spring Weather	1 day	Mon 4/1/24	Mon 4/1/24																										
102	4	Landscaping	10 days	Tue 4/2/24	Tue 4/16/24																										
103	4	Asphalt - Top Coat	2 days	Thu 4/18/24	Fri 4/19/24																										
104	3	Skate Park	101 days	Mon 4/3/23	Mon 9/18/23																										
105	4	Spring Weather	1 day	Mon 4/3/23	Mon 4/3/23																										
106	4	Skate Park Construction - By Owner	80 days	Mon 5/8/23	Mon 9/18/23																										
107	4	Skate Park - Erosion Control & Fencing	2 days	Mon 6/5/23	Tue 6/6/23																										
108	4	Skate Park - Demo	10 days	Thu 6/8/23	Fri 6/23/23																										
109	4	Skate Park - Mass Excavation / Grading	5 days	Mon 6/26/23	Fri 6/30/23																										
110	4	Skate Park - Utilities	5 days	Mon 7/3/23	Mon 7/10/23																										
111	4	Skate Park Parking Lot - Curb & Gutter	5 days	Wed 7/12/23	Tue 7/18/23																										
112	4	Skate Park Parking Lot - Sidewalks	5 days	Wed 7/19/23	Tue 7/25/23																										
113	4	Skate Park Parking Lot - Base Asphalt	1 day	Wed 7/26/23	Wed 7/26/23																										
114	4	Skate Park Parking Lot - Top Asphalt	1 day	Fri 7/28/23	Fri 7/28/23																										
115	2	Pool Mechanical Building	246 days	Thu 3/23/23	Mon 3/11/24																										
116	3	Existing Pool Mechanical Building	246 days	Thu 3/23/23	Mon 3/11/24																										
117	4	Existing Pool Mech. Bldg - Make Safe	1 day	Thu 3/23/23	Thu 3/23/23																										
118	4	Existing Pool Mech. Bldg. - Demo	5 days	Fri 4/28/23	Thu 5/4/23																										
119	4	Existing Pool Mech. Bldg - Wall Patch Back	4 days	Fri 5/5/23	Wed 5/10/23																										
120	4	Existing Pool Mech. Bldg. - Electrical	10 days	Thu 5/11/23	Wed 5/24/23																										
121	4	Existing Pool Mech. Bldg. - TPO Replacement	10 days	Wed 6/28/23	Thu 7/13/23																										
122	4	Existing Pool Mech. Bldg. - Clean Exterior Building	5 days	Fri 7/14/23	Thu 7/20/23																										
123	4	Existing Pool Mech. Bldg. - Set Pool Equipment	5 days	Wed 1/17/24	Tue 1/23/24																										
124	4	Existing Pool Mech. Bldg. - Plumb Equipment	25 days	Fri 1/25/24	Mon 3/11/24																										
125	2	Pools	224 days	Fri 4/28/23	Mon 5/20/24																										
126	3	Pool B - Lifestyle Pool	224 days	Fri 4/28/23	Mon 5/20/24																										
127	4	Pool B - Layout	3 days	Fri 4/28/23	Tue 5/2/23																										
128	4	Pool B - Excavation	3 days	Thu 5/4/23	Mon 5/8/23																										
129	4	Pool B - Form Inside Perimeter	4 days	Mon 5/8/23	Fri 5/12/23																										
130	4	Pool B - Trench & Under Pool Plumbing	13 days	Mon 5/15/23	Tue 6/6/23																										
131	4	Pool B - Rock Pool Floor	3 days	Thu 6/8/23	Mon 6/12/23																										
132	4	Pool B - Rebar Pool Floor	7 days	Tue 6/13/23	Fri 6/23/23																										
133	4	Pool B - Form Zero Entry Gutter & Outside Walls	5 days	Mon 6/26/23	Fri 6/30/23																										
134	4	Pool B - Waterstop & Grade Stakes	3 days	Mon 7/3/23	Thu 7/6/23																										
135	4	Pool B - Pour Pool Floor	1 day	Fri 7/7/23	Fri 7/7/23																										
136	4	Pool B - Strip Edge Forms & Clean Up	2 days	Mon 7/10/23	Wed 7/12/23																										
137	4	Pool B - Pool Rebar Walls	5 days	Thu 7/13/23	Wed 7/19/23																										
138	4	Pool B - Pool Inside Wall & Wing Wall Form, Gutters, Look Outs & Wall Anchors	9 days	Thu 7/20/23	Wed 8/2/23																										
139	4	Pool B - River Drives & Water Geysers	5 days	Thu 8/3/23	Thu 8/10/23																										
140	4	Pool B - Pool Shoot Walls	2 days	Fri 8/11/23	Mon 8/14/23																										
141	4	Pool B - Strip Wall Forms & Clean Up	6 days	Tue 8/15/23	Wed 8/23/23																										

ID	Outlin Level	Task Name	Duration	Start	Finish	2022 Aug	Sep	Qtr 4, 2022 Oct	Nov	Dec	Qtr 1, 2023 Jan	Feb	Mar	Qtr 2, 2023 Apr	May	Jun	Qtr 3, 2023 Jul	Aug	Sep	Qtr 4, 2023 Oct	Nov	Dec	Qtr 1, 2024 Jan	Feb	Mar	Qtr 2, 2024 Apr	May	Jun	Qtr 3, 2024 Jul	Aug	Sep
142	4	Pool B - Partial Backfill	1 day	Fri 8/25/23	Fri 8/25/23																										
143	4	Pool B - Plumb Perimeter to Mechanical	7 days	Mon 8/28/23	Wed 9/6/23																										
144	4	Pool B - Slide Supply Line Plumbing	1 day	Thu 9/7/23	Thu 9/7/23																										
145	4	Pool B - Slide Backfill Plumbing	3 days	Fri 9/8/23	Tue 9/12/23																										
146	4	Pool B - Excavate/Rebar Slide Footing & Pier	2 days	Thu 9/14/23	Fri 9/15/23																										
147	4	Pool B - Pour Slide Footings & Piers	2 days	Mon 9/18/23	Tue 9/19/23																										
148	4	Pool B - Form Stairs	5 days	Thu 9/21/23	Thu 9/28/23																										
149	4	Pool B - Pour Stairs	1 day	Fri 9/29/23	Fri 9/29/23																										
150	4	Pool B - Install Precast Coping at River	10 days	Mon 10/2/23	Mon 10/16/23																										
151	4	Winter Weather	30 days	Wed 1/17/24	Tue 3/12/24																										
152	4	Pool B - Pool Deck	15 days	Tue 1/16/24	Tue 2/13/24																										
153	4	Pool B - Install Deck Anchors	4 days	Thu 3/14/24	Tue 3/19/24																										
154	4	Pool B - Slide Install	13 days	Wed 3/20/24	Mon 4/8/24																										
155	4	Pool B - Waterproof Gutter	8 days	Wed 3/20/24	Mon 4/1/24																										
156	4	Pool B - Install Grating	10 days	Tue 4/2/24	Tue 4/16/24																										
157	4	Pool B - Prep for Paint	7 days	Mon 4/8/24	Thu 4/18/24																										
158	4	Pool B - Paint	7 days	Fri 4/19/24	Tue 4/30/24																										
159	4	Pool B - Fill, Balance & Start Up	6 days	Wed 5/1/24	Fri 5/10/24																										
160	4	Pool B - Deck Equipment	5 days	Mon 5/13/24	Mon 5/20/24																										
161	3	Pool A - Competition Pool	154 days	Fri 8/25/23	Mon 5/20/24																										
162	4	Pool A - Layout	2 days	Fri 8/25/23	Mon 8/28/23																										
163	4	Pool A - Excavation	5 days	Tue 8/29/23	Tue 9/5/23																										
164	4	Pool A - Edge Form Pool	6 days	Wed 9/6/23	Thu 9/14/23																										
165	4	Pool A - Rock Pool Floor	1 day	Fri 9/15/23	Fri 9/15/23																										
166	4	Pool A - Edge Form	3 days	Mon 9/18/23	Thu 9/21/23																										
167	4	Pool A - Under Pool Plumbing	6 days	Fri 9/22/23	Mon 10/2/23																										
168	4	Pool A - Rebar Under Pool Plumbing	4 days	Tue 10/3/23	Fri 10/6/23																										
169	4	Pool A - Rock Pool Floor	1 day	Mon 10/9/23	Mon 10/9/23																										
170	4	Pool A - Rebar Pool Floor, Grade Stakes & Waterstop	8 days	Tue 10/10/23	Fri 10/20/23																										
171	4	Pool A - Pool Floor Pour	1 day	Mon 10/23/23	Mon 10/23/23																										
172	4	Pool A - Strip Floor Forms	2 days	Tue 10/24/23	Thu 10/26/23																										
173	4	Pool A - Form Inside Walls	7 days	Fri 10/27/23	Mon 11/6/23																										
174	4	Pool A - Rebar Walls	5 days	Tue 11/7/23	Wed 11/15/23																										
175	4	Pool A - Form Outside Walls	5 days	Thu 11/16/23	Wed 11/22/23																										
176	4	Pool A - Pour Pool Walls	2 days	Mon 11/27/23	Tue 11/28/23																										
177	4	Pool A - Strip Wall Forms & Clean Up	4 days	Wed 11/29/23	Mon 12/4/23																										
178	4	Pool A - Backfill to Plumbing Elevation	5 days	Tue 12/5/23	Tue 12/12/23																										
179	4	Pool A - Plumb Perimeter to Mechanical Room	10 days	Wed 12/13/23	Thu 1/4/24																										
180	4	Pool A - Backfill Remainder of Plumbing	5 days	Fri 1/5/24	Fri 1/12/24																										
181	4	Pool A - Pool Deck	15 days	Tue 1/16/24	Tue 2/13/24																										
182	4	Winter Weather	30 days	Wed 1/17/24	Tue 3/12/24																										
183	4	Pool A - Install Deck Anchors	4 days	Thu 3/14/24	Tue 3/19/24																										
184	4	Pool A - Waterproof Gutter	8 days	Wed 3/20/24	Mon 4/1/24																										
185	4	Pool A - Install Grating	10 days	Tue 4/2/24	Tue 4/16/24																										
186	4	Pool A - Prep for Paint	7 days	Mon 4/8/24	Thu 4/18/24																										
187	4	Pool A - Paint	7 days	Fri 4/19/24	Tue 4/30/24																										
188	4	Pool A - Fill, Balance & Start Up	6 days	Wed 5/1/24	Fri 5/10/24																										
189	4	Pool A - Deck Equipment	5 days	Mon 5/13/24	Mon 5/20/24																										
190	2	Bathhouse & Guard Bldg.	84 days	Fri 3/24/23	Thu 8/10/23																										
191	3	Bathhouse	91 days	Fri 3/24/23	Tue 8/1/23																										
192	4	Bathhouse - Make Safe	10 days	Fri 3/24/23	Thu 4/6/23																										
193	4	Bathhouse - Demo	10 days	Fri 4/7/23	Thu 4/20/23																										
194	4	Bathhouse - Wall Patching	10 days	Fri 4/21/23	Thu 5/4/23																										
195	4	Bathhouse - MEP	1 day	Fri 5/5/23	Fri 5/5/23																										
196	4	Bathhouse - Plumbing Fixtures	3 days	Mon 5/8/23	Wed 5/10/23																										

ID	Outlin Level	Task Name	Duration	Start	Finish	2022 Aug	Sep	Qtr 4, 2022 Oct	Nov	Dec	Qtr 1, 2023 Jan	Feb	Mar	Qtr 2, 2023 Apr	May	Jun	Qtr 3, 2023 Jul	Aug	Sep	Qtr 4, 2023 Oct	Nov	Dec	Qtr 1, 2024 Jan	Feb	Mar	Qtr 2, 2024 Apr	May	Jun	Qtr 3, 2024 Jul	Aug	Sep
197	4	Bathroom - Toilet Accessories	4 days	Thu 5/11/23	Tue 5/16/23																										
198	4	Bathroom - Clean Exterior Building	5 days	Fri 7/21/23	Thu 7/27/23																										
199	4	Bathroom - Sign Install	3 days	Fri 7/28/23	Tue 8/1/23																										
200	3	Guard Bldg.	62 days	Fri 4/28/23	Thu 8/10/23																										
201	4	Guard Bldg - Ftgs. & Foundations	10 days	Fri 4/28/23	Mon 5/15/23																										
202	4	Guard Bldg - Slab on Grade	4 days	Tue 5/16/23	Tue 5/23/23																										
203	4	Guard Bldg - Set Door Frames	1 day	Thu 5/25/23	Thu 5/25/23																										
204	4	Guard Bldg. - CMU	10 days	Fri 5/25/23	Mon 6/12/23																										
205	4	Guard Bldg. - In Wall Rough-In	6 days	Fri 6/2/23	Mon 6/12/23																										
206	4	Guard Bldg. - Roof Structure	5 days	Tue 6/13/23	Tue 6/20/23																										
207	4	Guard Bldg. - Alum. Frames	6 days	Tue 6/13/23	Thu 6/22/23																										
208	4	Guard Bldg. - Roofing	4 days	Thu 6/22/23	Tue 6/27/23																										
209	4	Guard Bldg. - Interior Ceiling Framing	3 days	Wed 6/28/23	Fri 6/30/23																										
210	4	Guard Bldg. - Exterior	8 days	Wed 6/28/23	Mon 7/10/23																										
211	4	Guard Bldg. - Overhead MEP Rough-in	10 days	Mon 7/3/23	Mon 7/17/23																										
212	4	Guard Bldg. - Ceiling Gyp Board	2 days	Tue 7/18/23	Wed 7/19/23																										
213	4	Guard Bldg. - Ceiling Gyp Board Finish	4 days	Thu 7/20/23	Tue 7/25/23																										
214	4	Guard Bldg. - Painting	2 days	Wed 7/26/23	Thu 7/27/23																										
215	4	Guard Bldg. - Admissions Desk	5 days	Fri 7/28/23	Thu 8/3/23																										
216	4	Guard Bldg. - Plumbing Fixtures	3 days	Fri 7/28/23	Tue 8/1/23																										
217	4	Guard Bldg. - Toilet Accessories	4 days	Wed 8/2/23	Mon 8/7/23																										
218	4	Guard Bldg. - Millwork	5 days	Fri 8/4/23	Thu 8/10/23																										
219	2	Pump Building / Expansion	115 days	Tue 3/28/23	Wed 10/4/23																										
220	3	Existing Pool Pump Building	2 days	Tue 3/28/23	Wed 3/29/23																										
221	4	Existing Pool Pump Bldg. - Make Safe	1 day	Tue 3/28/23	Tue 3/28/23																										
222	4	Existing Pool Pump Bldg. - Mechanical Demo	1 day	Wed 3/29/23	Wed 3/29/23																										
223	3	Pump Building Expansion	85 days	Tue 5/16/23	Wed 10/4/23																										
224	4	Pump Bldg. Expansion - Ftg. & Foundations	10 days	Tue 5/16/23	Fri 6/2/23																										
225	4	Pump Bldg. Expansion - Retaining Wall	10 days	Mon 6/5/23	Tue 6/20/23																										
226	4	Pump Bldg. Expansion - CMU	10 days	Thu 6/22/23	Thu 7/6/23																										
227	4	Pump Bldg. Expansion - Roof Structure	10 days	Fri 7/7/23	Fri 7/21/23																										
228	4	Pump Bldg. Expansion - Roofing	5 days	Mon 7/24/23	Mon 7/31/23																										
229	4	Pump Bldg. Expansion - MEP	10 days	Tue 8/1/23	Tue 8/15/23																										
230	4	Pump Bldg. Expansion - Exterior	10 days	Tue 8/1/23	Tue 8/15/23																										
231	4	Pump Bldg. Expansion - Pool Equipment	30 days	Thu 8/17/23	Wed 10/4/23																										
232	2	Shade Structures & Pool Deck	220 days	Thu 4/13/23	Wed 4/24/24																										
233	3	Shade Structures - Install Foundations	10 days	Thu 4/13/23	Thu 4/27/23																										
234	3	Covered Seating Structure - Install Steel	10 days	Wed 2/14/24	Fri 3/1/24																										
235	3	Covered Seating Structure - Install Finishes	5 days	Mon 3/4/24	Mon 3/11/24																										
236	3	Pool Fencing	10 days	Wed 4/10/24	Wed 4/24/24																										
237	1	Close Out	25 days	Wed 5/1/24	Tue 6/4/24																										
238	2	Equipment Start-Up	10 days	Wed 5/1/24	Tue 5/14/24																										
239	3	Equipment Startup and Testing	10 days	Wed 5/1/24	Tue 5/14/24																										
240	2	Commissioning	10 days	Wed 5/1/24	Tue 5/14/24																										
241	3	Pool Start up	10 days	Wed 5/1/24	Tue 5/14/24																										
242	2	Punch List	15 days	Wed 5/15/24	Tue 6/4/24																										
243	3	Pool Punch List	15 days	Wed 5/15/24	Tue 6/4/24																										
244	2	Owner Items	19 days	Wed 5/1/24	Mon 5/27/24																										
245	3	Owner Training	10 days	Wed 5/1/24	Tue 5/14/24																										
246	3	Soft Pool Opening	1 day	Tue 5/21/24	Tue 5/21/24																										
247	3	Pool Opening - Memorial Day 5/27/24	1 day	Mon 5/27/24	Mon 5/27/24																										
248	1	Weather Days	504 days	Mon 1/3/22	Thu 5/30/24																										

Task
Critical
Near Critical

INDIAN TRAILS AQUATIC CENTER Mon 1/30/23
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McCOWNGORDON
CONSTRUCTION



Exhibit A-4
McCownGordon Construction Lump Sum Hourly Rate Schedule

Indian Trails Aquatics Center

Lump Sum Hourly Rates for Construction, Administration, & Supervision January 1, 2022

<u>PROJECT STAFF</u>	<u>RATE</u>
Ops Director/Project Exec/Market Leader	\$ 160.00
Senior Project Manager	\$ 140.00
Project Manager	\$ 103.00
Senior Project Engineer	\$ 90.00
Project Engineer/Field Engineer - (regular)	\$ 80.00
Project Engineer/Field Engineer - (OT rate)	\$ 100.00
Project Coordinator - (regular)	\$ 67.00
Project Coordinator - (OT rate)	\$ 88.00
Director Estimating/Precon	\$ 181.00
Est Executive/Sr Estimator/Precon Mgr	\$ 131.00
Project Estimator - (regular)	\$ 90.00
Project Estimator - (OT rate)	\$ 111.00
Scheduling Services	\$ 112.00
Engineering Services	\$ 145.00
VDC/BIM	\$ 101.00
Information Systems Support	\$ 76.00
Safety Director/Manager	\$ 134.00
Safety Engineer - (regular)	\$ 91.00
Safety Engineer - (OT Rate)	\$ 112.00
QA/QC	\$ 114.00
General Superintendents	\$ 160.00
Senior Superintendent	\$ 140.00
Superintendent	\$ 122.00
Field Superintendents - (regular time)	\$ 109.00
Field Superintendents - (OT rate)	\$ 129.00
Field Craft Manager	\$ 118.00
General Field Foreman	\$ 93.00
Logistics Center Technician (Drayage)	\$ 78.00
Carpenter Foreman - (regular time)	\$ 97.00
Carpenter Foreman - (OT rate)	\$ 130.00
Carpenter Foreman - (DT rate)	\$ 162.00
Carpenter - (regular time)	\$ 88.00
Carpenter - (OT rate)	\$ 117.00
Carpenter - (DT rate)	\$ 145.00
Labor Foreman - (regular time)	\$ 62.00
Labor Foreman - (OT rate)	\$ 81.00
Labor Foreman - (DT rate)	\$ 99.00
Laborer - (regular time)	\$ 59.00
Laborer - (OT rate)	\$ 76.00
Laborer - (DT rate)	\$ 92.00

These rates are subject to change but by not more than 5% in a given six month period.



Exhibit A-5

2022 Rental Rates for Contractors Equipment

<u>DESCRIPTION</u>	<u>RENTAL RATE (28 Day Billing Cycle):</u>
ALIMAK 7100-12 DUAL CAR MAN AND MATERIAL HOIST	\$16,500
AIR COMPRESSOR	\$50
AIR COMPRESSOR GAS	\$150
AIR CONDITIONING UNIT, PORTABLE 5 TON	\$1,100
AIR CONDITIONING UNIT, 1 TON 110V	\$100
ALL TERRAIN VEHICLE, 4 SEAT	\$700
ALL TERRAIN VEHICLE, 2 SEAT	\$550
AUGER TWO PERSON GAS POWERED	\$100
BARREL FAN 36"	\$100
BLOWER HANDHELD	\$50
BLOWER BACKPACK	\$100
BULK FUEL TANK 60 GAL	\$100
CARPET STRIPPER: ELECTRIC SELF-PROPELLED	\$500
CHAINSAW, GAS	\$100
CHIPPING HAMMER, ELECTRIC	\$100
CONCRETE MIXER ELECTRIC	\$150
CONCRETE CORE DRILL 5/16" - 1 3/8"	\$200
CRANE MATERIAL BASKET	\$400
CRANE 'SKIP' TRASH BOX	\$500
CUT-OFF SAW, ELECTRIC	\$100
DUST WALL, (EDGE GUARD) PER FT	\$40
DEHUMIDIFIER 105 PINTS PER DAY	\$400
EYE LEVEL	\$200
FLOOR FAN	\$50
FLOOR POLISHER 17"	\$200
FLOOR SCRUBBER, FACTORY CAT MAG HD 33"	\$1,000
FLOOR SCRUBBER, FACTORY CAT MINI MAG 27"	\$750
FORKLIFT 5K	\$1,200
GANG BOX, STANDARD	\$100
GANG BOX, LARGE PIANO OR CLAMSHELL	\$200
GANG BOX, DATA VAULT	\$300
GENERATOR, HONDA 2000W SUIT CASE	\$250
GENERATOR, HONDA 3000W -7000W	\$400
GENERATOR, HONDA 10000W	\$550
GENERATOR, TRAILER MOUNTED 100KW	\$1,850
GROUND THAW	\$8,000
HEATER, PROPANE POT HEATER	\$50
HEATER, ELECTRIC 60 AMP	\$200
HEATER, SALAMANDER 400k BTU PROPANE	\$200
HEATER, SALAMANDER DUAL FUEL	\$400
HEATER ELECTRIC 480V	\$450
HEATER, TRAILER MOUNTED DIESEL 1 MILLION BTU	\$5,000
HEPA CART	\$1,150
HEPA ANTIROOM	\$750

HOT SAW, GAS POWERED 14"	\$250
JACK HAMMER, ELECTRIC	\$200
JOB TRUCK	\$700
LAWN MOWER, STANDARD	\$100
LIGHT PLANT GENERATOR	\$1,000
LASER, 3 PLANE GREEN	\$100
LASER, ROTATING	\$200
NAILER CORDLESS FINISH, BRAD, AND FRAMING	\$150
NAILER CORDLESS TRACK GUN POWDER ACTUATED	\$150
NEGATIVE AIR MACHINE	\$250
PALLET JACK	\$125
PLASMA CUTTER	\$500
PLANER 12"	\$150
PLATE TAMP, COMPACTOR	\$150
PRESSURE WASHER, GAS POWERED	\$200
PRESSURE WASHER, HOTSY HIGH PRESSURE	\$500
PUMP, HONDA GAS POWERED 1"	\$100
PUMP, MULTIQUIP GAS POWERED (1- 1/2" - 3")	\$200
PUMP, ELECTRIC POWERED (1-1/2" - 2")	\$75
ROTATING HAMMER DRILL SDS MAX 1 9/16	\$100
SAW MITER WITH STAND	\$200
SAW TRACK SAW KIT	\$200
SAW BEAM SAW WORM DRIVE	\$150
SCAFFOLD BAKER KIT	\$100
SILICA COMPLIANT VACUUM 10 GALLON	\$200
SNOW BLOWER, GAS POWERED	\$400
STAIRS TEMPORARY	\$450
STREET PLATES-LARGE	\$250
STREET PLATES-SMALL	\$100
STORAGE CONTAINER-CONEX	\$300
SUPERINTENDENT TOOLBOX	\$1,440
TABLE SAW, SAWSTOP	\$200
TOWER CRANE - LIEBHERR 316ECH, 184FT. UNDERHOOK	\$19,700
TWO WAY JOB SITE RADIO	\$35
TRASH CART 1/2 YARD	\$100
TRAFFIC BARRICADE WATER-WALL FENCE	\$90
UNILoader KIT SMOOTH, TOOTH BUCKET, FORKS, AND SWEEPER	\$4,000
UNILoader BRUSH HOG	\$800
UNILoader DUMPING HOPPER	\$400
UTILITY MATERIAL CART	\$125
UTILITY SHEETROCK DOLLY	\$125
UTILITY TRAILER SMALL	\$200
UTILITY TRAILER LARGE	\$500
VACUUM, FINISH BACK PACK OR UPRIGHT	\$50
WATER TANK TRAILER	\$800
WEEDEATER GAS OR CORDLESS	\$75
WIRE WELDER	\$500

These rates are subject to change by no more than 5% in a given six month period.



Unit Price Schedule for IT Equipment

Contracts that require McCownGordon to release all IT equipment to the owner upon project completion will be charged the flat rate if equipment is in stock. Alternatively, equipment will be charged at cost if not pre-purchased.

Price Type	Item	Rate
Non-Recurring Charge	Cable - DP 6'	\$8
Non-Recurring Charge	Cable - Ethernet up to 15'	\$8
Non-Recurring Charge	Cable - Ethernet up to 50'	\$25
Non-Recurring Charge	Cable - HDMI 25'	\$25
Non-Recurring Charge	Cable - HDMI 6'	\$8
Non-Recurring Charge	Cable - Monitor power	\$8
Non-Recurring Charge	Cable - TV power	\$8
Non-Recurring Charge	Cable - Ethernet up to 25'	\$15
Non-Recurring Charge	Logitech Unifying Receiver	\$15
Non-Recurring Charge	Mouse	\$30
Non-Recurring Charge	PoE Adapter	\$25
Non-Recurring Charge	Power Adapter	\$50
Non-Recurring Charge	Power Strip	\$5
Non-Recurring Charge	Printer Ink - C, M, or Y	\$60
Non-Recurring Charge	Printer Ink - CMYK	\$100
Non-Recurring Charge	Printer Ink - K	\$80
Rental	Airtame	\$60
Rental	Badge Printer	\$150
Rental	Cellular Signal Booster	\$50
Rental	Conference Phone	\$100
Rental	Conference System (cart or wall mount)	\$375
Rental	Copier	\$375
Rental	Dedicated Conference TV w/ Mount, HDMI cable &	\$150
Rental	Desktop Printer	\$60
Rental	HDMI Adapter Ring w/ 25' HDMI Cable	\$25
Rental	iPad	\$75
Rental	iPad Case	\$10
Rental	iPad HDMI Adapter	\$5
Rental	iPad Kiosk	\$10

Rental	Keyboard/mouse	\$10
Rental	Laptop Dock	\$35
Rental	MGC Provided Cellular Internet	\$250
Rental	Monitor - 24"-27"	\$35
Rental	Monitor - 40"	\$80
Rental	Monitor Mounts	\$5
Rental	Network Switch - Other	\$10
Rental	Network Switch - UniFi	\$40
Rental	Plan Table (iPad or PC w/ cart or wall mount)	\$225
Rental	Router	\$175
Rental	TV - 55"	\$60
Rental	TV - 65"	\$80
Rental	TV - 75"	\$120
Rental	TV - 82"	\$150
Rental	TV Mount	\$10
Rental	Webcam	\$25
Rental	Windows PC	\$70
Rental	Wireless AP's	\$20
Rental	Wireless Controller	\$20
Rental	Workstation	\$150
Rental	Zoom	\$30

These rates are subject to change by no more than 5% in a given six month period.



Unit Price Schedule for Safety Equipment

<u>DESCRIPTION</u>	<u>PRICE PER ITEM</u>
EXOfit Harness	\$350.00
EXOfit Harness - Construction Belt	\$420.00
Single Cable Nano-Lok Edge	\$275.00
Twin Leg Cable Nano-Lok Edge	\$400.00
6' Force II Lanyard	\$120.00
50' SRL	\$600.00
Glyder 2 Sliding Beam Anchor	\$210.00
1.5ft D-Ring Extender	\$50.00
6' Twin Leg Lanyard	\$280.00
Roof Anchor Swivel	\$220.00
6' Pass Thru Anchor Sling	\$50.00
Removable Concrete Anchor	\$120.00
Concrete D-Ring Anchor	\$100.00
Stinger	\$3,500.00
Sayflin Horizontal Lifeline Kit	\$800.00
Hinged Roof Anchor/ Butterfly Anchor	\$50.00
Rope Grab	\$250.00
Air Monitor	\$950.00

These rates are subject to change by no more than 5% in a given six month period.

An aerial architectural rendering of the Sar-Ko-Par Trails Aquatic Center. The center features a large rectangular pool with a lane divider, a winding lazy river with colorful floats, and several water slides, including a tall blue one. The facility is surrounded by a paved deck area with lounge chairs, a parking lot with many cars, and a building. The entire complex is set within a lush green landscape with many trees. A road and a body of water are visible in the background.

Sar-Ko-Par Trails Aquatic Center Final Design Update + GMP

February 7, 2023

Key Points

- Project Team
- Design Goals
- Budget
- Review Final Design
- Guaranteed Maximum Price Review
- Project Schedule
- Festival and Events

Project Team

- City of Lenexa
- Confluence
- Water Technologies Incorporated
- SFA Architects
- GBA Engineering
- McCown Gordon Construction

Design Goals

- **Adequate Programming Space**

- Swim Lessons
- Recreational swim and dive team
- Senior / aquatic fitness

- **Active Water Features**

- Lazy River (#1 amenity) – minimum of 400ft in length
- Slide(s)
- Deep Water and diving boards
- Toddler Features / play structure

- **User Amenities**

- Shade
- Deck space and deck chairs
- Adequate parking
- Family Restrooms
- Zero Depth Entry

➤ Develop a modernized community-wide aquatic center with the appropriate mix of amenities

Budget Sources

Total: \$17,305,000

GMP: \$15,383,142

Sar-Ko-Par Aquatics Center	\$15,000,000
Park Parking and Pedestrian Walk	\$2,080,00
Skatepark Parking	\$225,000

Breakdown of Fees

Total: \$17,305,000

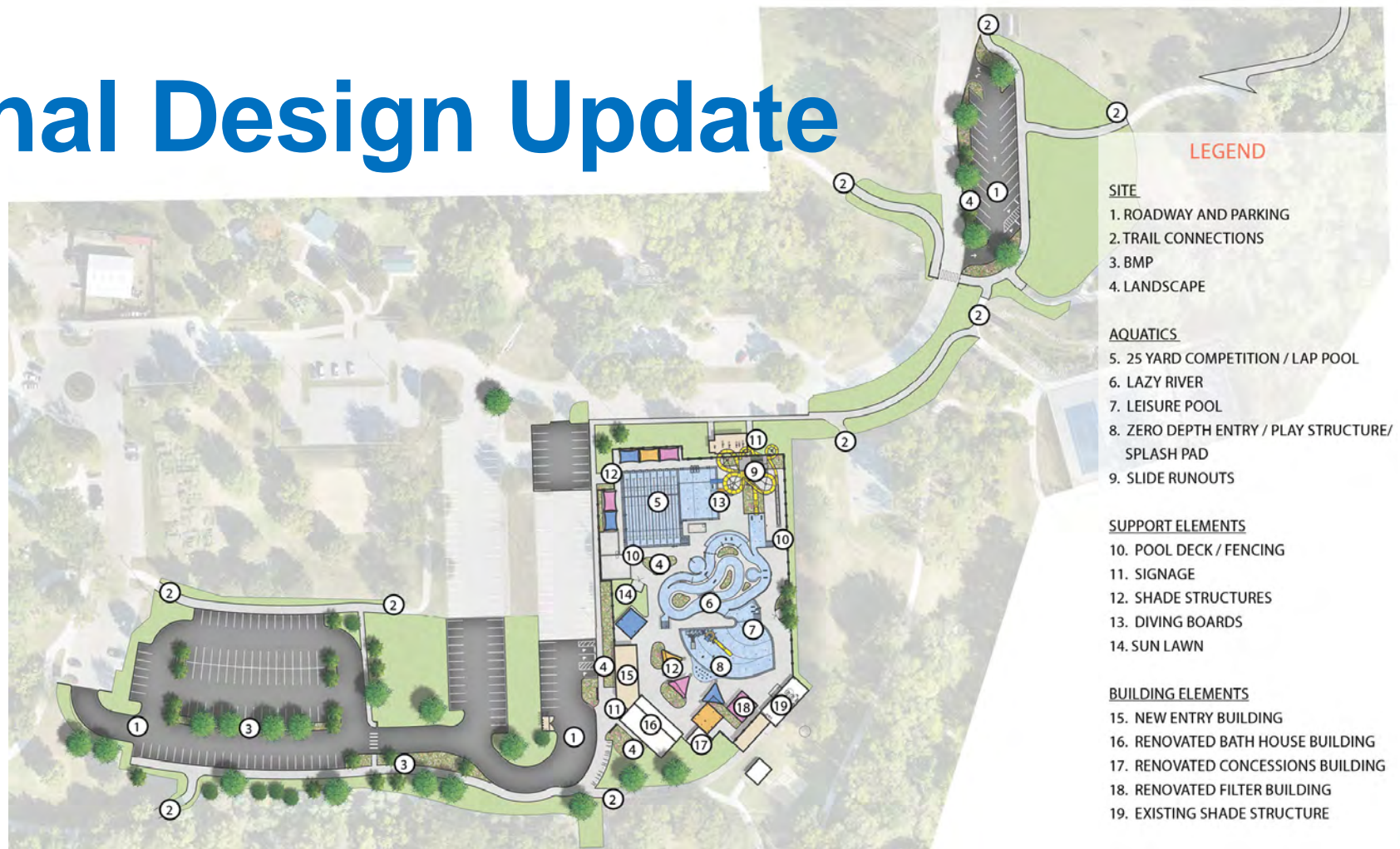
GMP: \$15,383,142

Construction Cost \$15,383,142

Consultant Fee \$1,261,925

Contingency/FFE \$659,933

Final Design Update



Skate Park Parking



West Parking Lot



Entry Drop Off



Aquatics Center





Aquatics Center



Aquatics Center



Architectural Site Plan



LEGEND

BUILDING ELEMENTS

1. NEW ENTRY BUILDING
2. RENOVATED BATH HOUSE BUILDING
3. RENOVATED CONCESSIONS BUILDING
4. EXISTING AND NEW FILTER BUILDING
5. RENOVATED POOL MECHANICAL BUILDING
6. EXISTING SHADE STRUCTURE

Admission Building



View looking towards Main Entry

Admission Building



**PIN-MOUNTED
DIMENSIONAL LETTERING**
PAINTED WITH HIGH
PERFORMANCE COATING
COLOR: SW 6795-MAJOR
BLUE



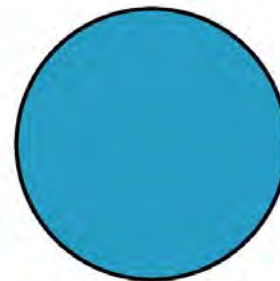
MASONRY
8"X16" BLOCK IN ROUGH
GRADIENT BOTTOM TO
TOP OF SPLIT FACE TO
SMOOTH FACE
COLOR: PARCHMENT



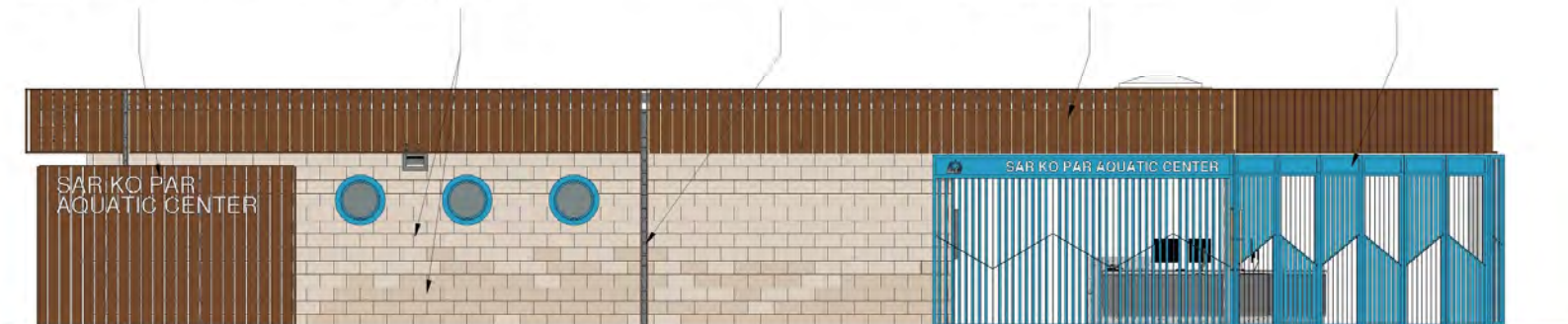
SHEET METAL GUTTER
PAINTED WITH HIGH
PERFORMANCE COATING
COLOR: SW 6107-NOMADIC
DESERT



**FIBERON COMPOSITE
WOOD RAINSCREEN**
1"X6" BOARDS ORIENTED
VERTICALLY
COLOR: EDEN
COLLECTION; TUPELO



WELDED STEEL GATE
PAINTED WITH HIGH
PERFORMANCE COATING
COLOR: SW 6795-MAJOR BLUE



Admission Building



**PIN-MOUNTED
DIMENSIONAL LETTERING**
PAINTED WITH HIGH
PERFORMANCE COATING
COLOR: SW 6795-MAJOR
BLUE



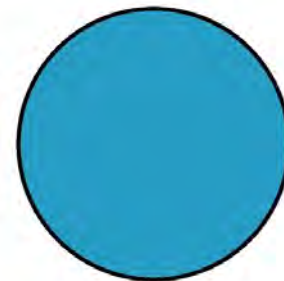
MASONRY
8"x16" BLOCK IN ROUGH
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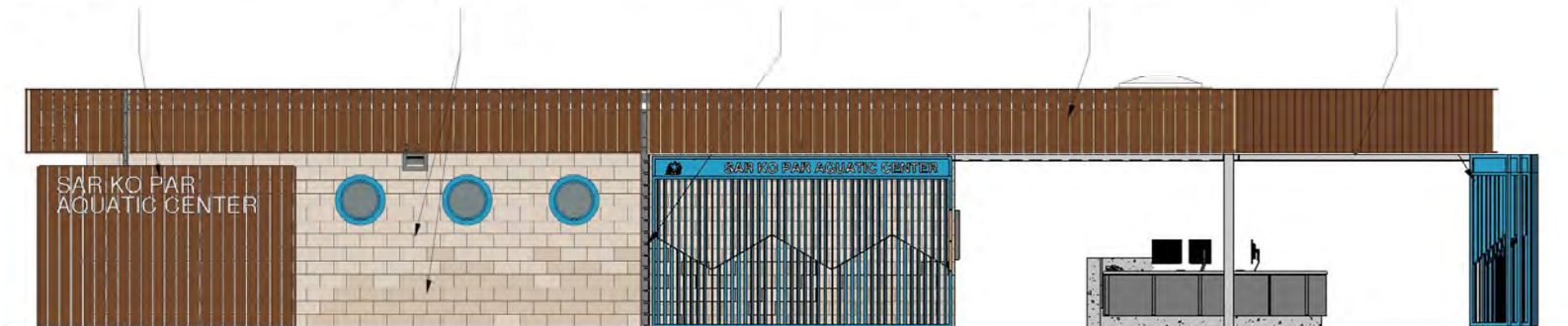
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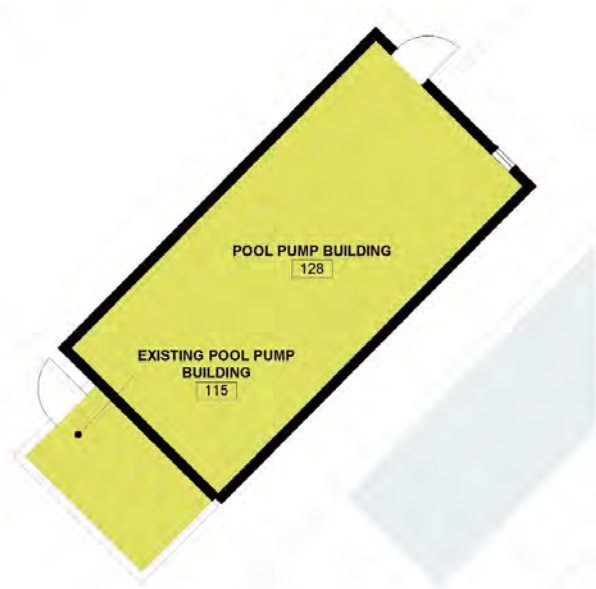
WELDED STEEL GATE
PAINTED WITH HIGH
PERFORMANCE COATING
COLOR: SW 6795-MAJOR BLUE





sfsarchitecture

Support Buildings



Pool Pump Building

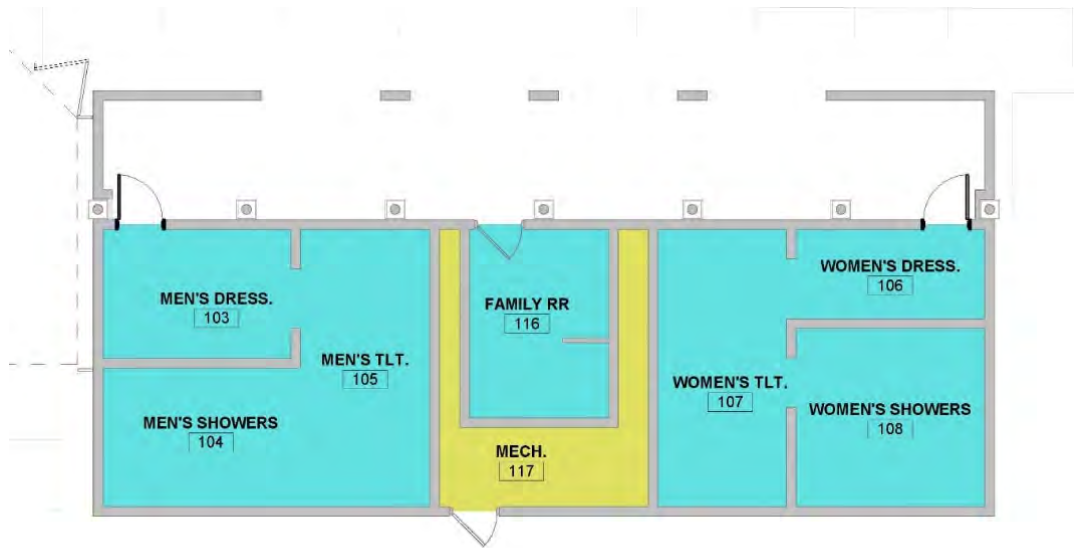


Pool Mechanical Building

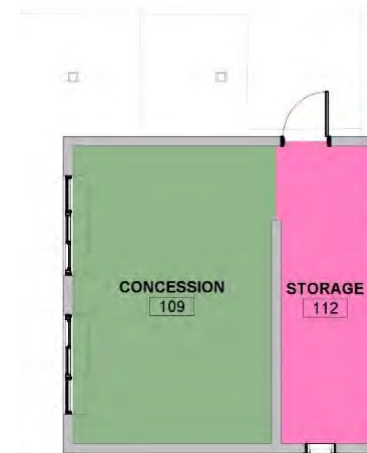


PRESENTATION PLAN COLOR CODE	
	ADMINISTRATIVE PROGRAM
	BATHROOM PROGRAM
	MECHANICAL PROGRAM
	STORAGE PROGRAM





Bathhouse and Concessions



Bathhouse Building



Concessions Building

PRESENTATION PLAN COLOR CODE	
	ADMINISTRATIVE PROGRAM
	BATHROOM PROGRAM
	MECHANICAL PROGRAM
	STORAGE PROGRAM



GMP Review- Bidding

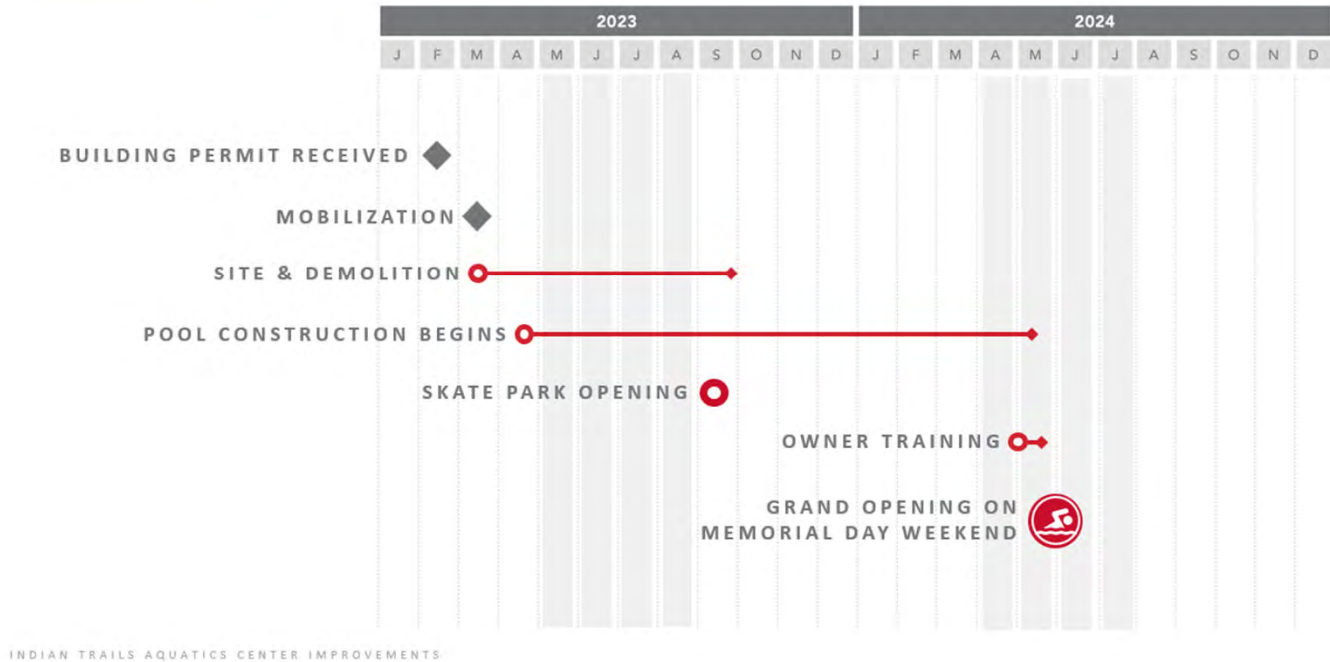
Bidding Process + Bids Received

- Delivery Method
- Issued 271 Invitations To Bid
- Follow up calls & Emails
- Bid Packages to Define Scope
- 89 Proposals received
- Proposal & Scope Reviews

Bid Packages					
Number	Name	Companies	Viewed	Bidding	Bids
02 4100	Demolition	9	8	4	3
03 0000	Concrete	16	12	4	3
04 2000	Masonry	12	7	5	3
05 0000	Steel / Ornamental Metals	14	14	5	5
06 40 00	Architectural Woodwork	8	4	1	1
07 1400	Waterproofing & Joint Sealants	10	8	4	3
07 5400	Roofing	13	10	5	4
08 1000	Doors, Frames & Hardware	8	7	6	4
08 4000	Glass & Windows	12	11	4	3
09 0000	Drywall & Acoustical Ceilings	7	6	3	3
09 3000	Tile	7	4	2	2
09 9123	Painting & Wallcoverings	11	7	3	3
10 0000	Specialties	13	7	7	7
10 1400	Signage	9	8	4	4
12 2400	Window Treatment	6	5	2	2
13 00 00	Westport Pools	1	1	1	1
13 3100	Shade Structures	9	7	6	4
22 0000	Plumbing	15	11	6	5
23 0000	HVAC	13	10	3	2
26 0000	Electrical	16	11	4	4
31 0000	Earthwork	18	9	5	4
32 1216	Asphalt Paving	11	9	7	3
32 1723	Striping	3	3	2	2
32 3113	Fences & Gates	8	4	4	4
32 9000	Landscape & Irrigation	10	7	6	5
33 0000	Utilities	12	7	6	5
Total		271	197	109	89

Project Schedule

CONSTRUCTION MILESTONE SCHEDULE



Festivals and Events

2023 LENEXA PARKS & RECREATION EVENTS AT SAR-KO-PAR PARK

MAY			
Outdoor Concert Series: TBD	May 21	5pm	Grand Pavilion @ Sar-Ko-Par Trails Park
Outdoor Concert Series: TBD	May 28	5pm	Grand Pavilion @ Sar-Ko-Par Trails Park
JUNE			
Outdoor Concert Series: TBD	June 4	5pm	Grand Pavilion @ Sar-Ko-Par Trails Park
Outdoor Concert Series: TBD	June 11	5pm	Grand Pavilion @ Sar-Ko-Par Trails Park
Outdoor Concert Series: TBD	June 18	5pm	Grand Pavilion @ Sar-Ko-Par Trails Park
Great Lenexa BBQ Battle	June 23	4:30-11pm	Sar-Ko-Par Trails Park
	June 24	9am-3pm	
AUGUST			
Tiny Tot Triathlon	August 19	9-11am	TBD
SEPTEMBER			
Spinach Festival	September 9	9am-4pm	Sar-Ko-Par Trails Park
Outdoor Concert Series: TBD	September 17	5pm	Grand Pavilion @ Sar-Ko-Par Trails Park
Outdoor Concert Series: TBD	September 24	5pm	Grand Pavilion @ Sar-Ko-Par Trails Park
OCTOBER			
Outdoor Concert (Back up)	October 1	5pm	Grand Pavilion @ Sar-Ko-Par Trails Park
Enchanted Forest	October 26	4-8pm	Sar-Ko-Par Trails Park
DECEMBER			
Sar-Ko Aglow	December 1	6-7pm	Sar-Ko-Par Trails Park

Next Steps

- Staff recommends approval of Amendment No. 1 to the construction contract with McCown Gordon Construction for the Indian Trails Aquatic Center Improvements Project, the Sar-Ko-Par Trails Park Parking and Pedestrian Improvements Project, and the Skatepark Parking Project.

Feedback / Questions?



Lenexa Skatepark Reconstruction Project

Naming Recommendation

February 2023



What steps led to tonight?

- Consultant and staff provided an update on the Skatepark Reconstruction Project on January 3rd including a summary of public feedback and final conceptual design.
 - Through the public engagement process, there was a lot of discussion about “Rolling Magic” skatepark that was built in Lenexa during the late 70’s. There was a lot of desire to pay homage to and incorporate some elements to help preserve this important history.





NEWLINE
SKATEPARKS



NEWLINE
SKATEPARKS



Rolling Magic



Theme / Naming





Since last Council Discussion

- Legal performed an exhaustive search to ensure there were no trademarks, copyrights, or business conflicts.
 - *We feel there is no risk of brand confusion or business competition.*
- Naming the facility “ROLLING MAGIC” was presented to the Parks and Recreation Advisory Board on January 11, 2023
 - *Unanimously approved recommendation to name the skatepark – Rolling Magic*

Recommendation for consideration

Name the newly reconstructed skatepark – ***ROLLING MAGIC***

New skatepark will include interpretive signage telling the history and story of Rolling Magic.

Questions?



2022 CITY COUNCIL UPDATE

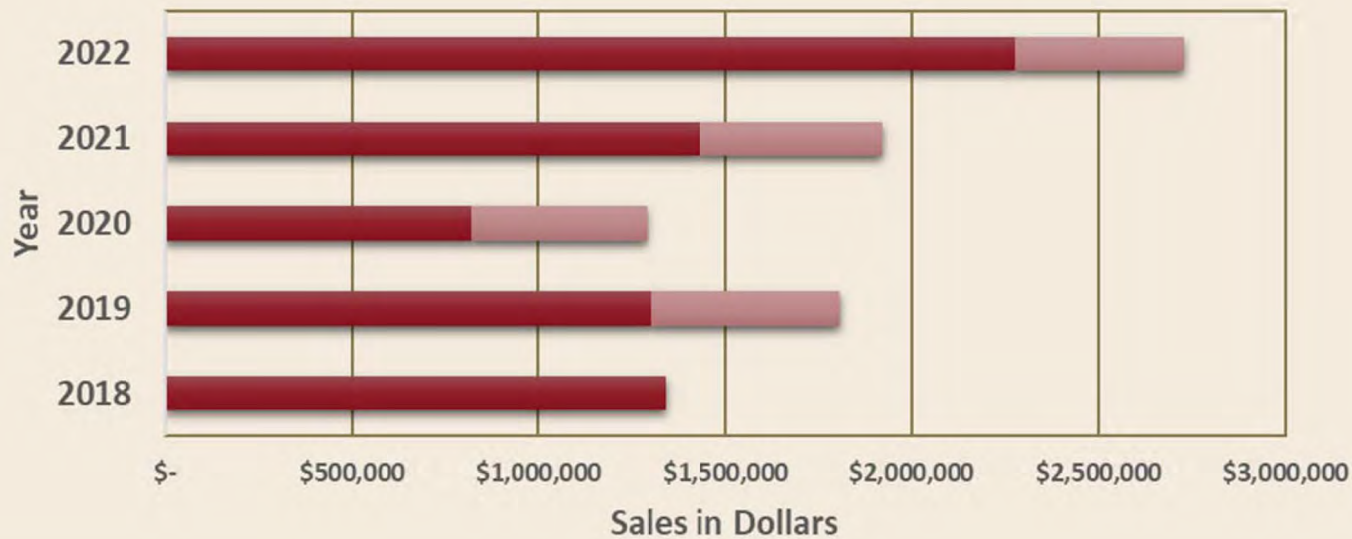


7 February 2023



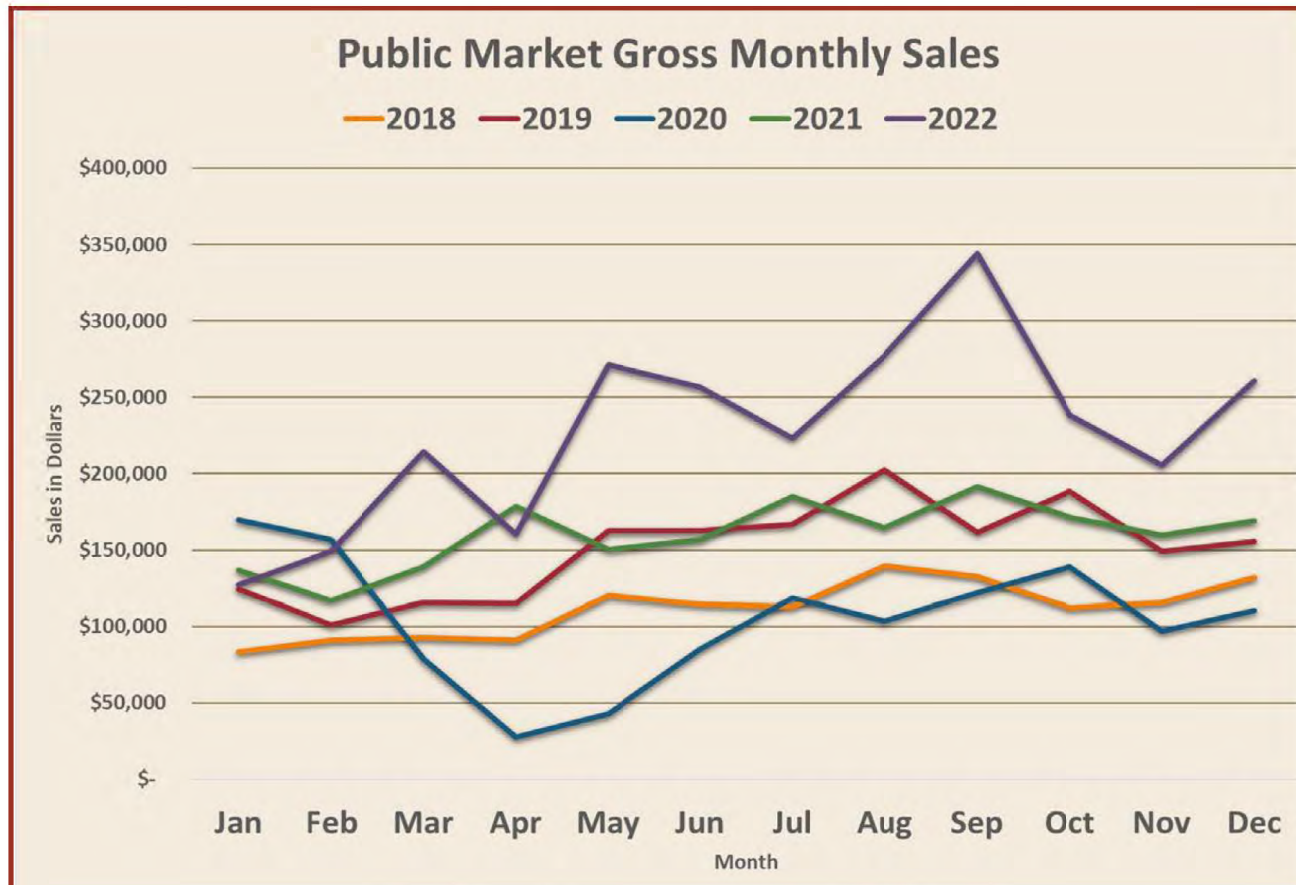
Public Market Annual Gross Sales

■ Anchor ■ Stall



	<u>Anchor</u>	<u>Stall</u>	<u>Total</u>
2022	\$2,277,592	\$450,914	\$2,728,506
2021	\$1,428,288	\$492,368	\$1,920,656
2020	\$818,508	\$469,393	\$1,287,901
2019	\$1,299,703	\$505,829	\$1,805,532
2018	\$1,338,533		\$1,338,533





Public Market Staff



Tessa Adcock

Amanda Albert

Brett Lindstrom

Andrea Lopez

Bill Harrison

Emily Davis

Emily Olds

Snezhana Chavez



Tenant Development & Growth

- March 2022 New concept Kimchi & Bap started regular pop-up restaurant
- July 2022 Flower Market moved locations within the Public Market
- Aug 2022 African Dream exercised 12-mo. option
- Aug 2022 Cosmo Burger opened for regular business
- Aug 2022 Topp'd Pizza and Salads expanded square footage to include bar service
- Nov 2022 Kate Smith: Young Entrepreneur of the Year; Rising Star Award
- Nov 2022 Butterfield's Bakery & Market purchased Clock Tower Bakery in OP
- Dec 2022 The Tasting Room closed their Public Market location



Merchant Mentions

❖ October 2022

- ❖ Mr Ds – Fox 4
- ❖ African Dream - Flatland
- ❖ Red Kitchen – Food & Wine

❖ November

- ❖ Butterfield's – Kansas City Business Journal
- ❖ Sohaila's Kitchen – KSHB41

❖ December

- ❖ Cosmo Burger – Kansas City Magazine
- ❖ Cosmo Burger – Fox 4



Special Events

January 22	Lunar New Year Celebration
April 28	Utepils / FNSB
May 5	Cinco de Mayo / FNSB
June 3	Global Neighbors & Flavors Fest
July 1	PAW-triotic Pet Parade
July 8	Summer Kid Makers Market
July 15	Food Truck Frenzy - Old Town / Moonlight Bike Ride
July 22	Summer Kid Makers Market
September 1	6 th Anniversary / FNSB
September 15	Mexican Independence / FNSB
September 23	Food Truck Frenzy – City Center
October 27	Halloween / FNSB
November 17	Sip, Mingle & Jingle
November 19	Holiday Kid Makers Market
December 2	Breakfast with Santa

2023 Public Market Calendar of Events

Other Programming

Every Wednesday	Family Night
Every Friday: April 28 – Oct 27	Friday Night Sound Bites (FNSB)
Jan – March	Winter Farmers Market
Select Sundays	Merchant Cooking Classes



2023 Lunar New Year Celebration

- Ethnic Enrichment Commission of KC partnership
- Family friendly events
- Celebrate Public Market merchant diversity & cuisines
- Global Neighbors & Flavors Fest





Questions

