



Agenda

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

**FEBRUARY 3, 2026
7:00 PM
COMMUNITY FORUM**

CALL TO ORDER Pledge of Allegiance

ROLL CALL

APPROVE MINUTES January 20, 2026 City Council meeting draft minutes
(located in the Appendix)

**MODIFICATION OF
AGENDA**

RECOGNITION Ryan Jones - Eagle Scout, Troup 522

PROCLAMATIONS Black History Month
Engineers Week Feb. 22-28

CONSENT AGENDA **Item Numbers 1 through 6**
The matters listed on the Consent Agenda are routine and approved collectively with no separate discussion on each individual item. Any item on the Consent Agenda may be removed from the Consent Agenda for separate consideration by a member of the Governing Body, the City Manager, or by a member of the public in attendance at the meeting. In the event the item is removed from the Consent Agenda, it will be placed on the regular agenda.

1. Approval of an agreement with Kansas Land Management, LLC for 2026 contract mowing services

Under this agreement, Kansas Land Management, LLC will maintain approximately 213 acres of turf within the city, including a variety of medians, rights-of-way, city facilities, parks, and other City-owned property. The total cost is \$244,122.19.

2. Approval of an agreement with ConvergeOne, Inc. for software maintenance

This agreement renews the City's current data center virtualization software maintenance and establishes a fixed price of \$84,786.24 per year for a three-year term at a total cost of \$254,358.72.

3. Resolution consenting to the enlargement of the Consolidated Main Sewer District of Johnson County, Kansas to include property located at 99th Street & Woodsonia Drive (Solera)

Johnson County requires consent of any city affected by a proposed enlargement of the sewer district. Enlargement of the district is necessary to serve the Solera neighborhood.

4. Resolution terminating the Lease Agreement with 17201 W. 113TH LLC and conveying certain real and personal property associated with the City's industrial revenue bonds (Lenexa Logistics Centre South - Building 5)

In 2015, the City issued \$20 million in industrial revenue bonds (IRBs) and approved a tax abatement for a commercial/warehouse facility located at 17201 W. 113th Street. The abatement ended in 2025 and the proposed resolution authorizes the Mayor and City staff to execute all documents necessary to terminate the IRBs.

5. Resolution providing notice and calling for a public hearing to appear and show cause why the fire-damaged structure at 7730 Noland Road should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure

In August 2025, a fire occurred at 7730 Noland Road, resulting in substantial damage to the structure. The City previously adopted a resolution setting a public hearing on February 3, 2026, if repairs did not commence in a manner acceptable to the Building Codes Administrator prior to that date. To ensure full compliance with notice requirements and provide clarity for all interested parties, the City desires to withdraw the public hearing (Item 6 of this Agenda) and reschedule the public hearing to April 7, 2026 by adopting a new resolution.

6. Ordinance authorizing the acquisition of lands or interests therein by condemnation for the construction of the 89th Terrace to 90th Street West of Lackman Stormwater Improvements Project

For the construction of public improvements associated with the project, an ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation is needed. This ordinance authorizes City staff and its acquisition counsel to file a condemnation petition with the district court to acquire the easements and rights-of-way necessary. The total project budget is \$3,223,500.

END OF CONSENT AGENDA

PUBLIC HEARINGS

7. Public hearing to consider repairs or demolition of the fire-damaged structure at 7730 Noland Road - **WITHDRAWN AT THE REQUEST OF STAFF**

A fire occurred at 7730 Noland Road on August 10, 2025, resulting in substantial damage to the structure. A public hearing was set for February 3, 2026, for the Governing Body to determine if the structure should be condemned and ordered repaired. To provide clarity to all interested parties and ensure compliance with notice requirements, the City desires to reschedule the public hearing (see Item 5 on the Consent Agenda for additional information). As such, staff has withdrawn the scheduled public hearing.

OLD BUSINESS

8. Approval of an agreement with the Board of County Commissioners of Johnson County to fund and operate a circulator route transit service connecting several Johnson County community sites, coinciding with the 2026 FIFA World Cup

In partnership with Johnson County and other municipalities, the City is planning to help fund a circulator transit service connecting Lenexa City Center with several other community event sites, timed to coincide with the 2026 FIFA World Cup. The route was awarded KDOT grant funds, with matching funding coming from Johnson County, the City, and six other jurisdictions. The City's planned contribution is \$44,398.

COUNCILMEMBER REPORTS

STAFF REPORTS

9. Lenexa Arts Council recommendation for public art
10. Lenexa LiveWell Employee Health Clinic Project Update

END OF RECORDED SESSION

BUSINESS FROM FLOOR

The Chair, at their discretion, may limit the amount of time each person has to address the Governing Body during Public Hearings or public comment regarding items listed on the agenda, or Business from the Floor, and may grant additional time at their sole discretion.

ADJOURN

APPENDIX

11. January 20, 2026 City Council meeting draft minutes
12. Black History Month Proclamation
13. Engineers Week Proclamation
14. Item 8 -- Johnson County Transit Service Agreement

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

ASSISTIVE LISTENING DEVICES ARE AVAILABLE FOR USE IN THE COMMUNITY FORUM BY REQUEST.



ITEM 1

SUBJECT: Approval of an agreement with Kansas Land Management, LLC for 2026 contract mowing services

CONTACT: Logan Wagler, Parks & Recreation Director

DATE: February 3, 2026

ACTION NEEDED:

Approve an agreement with Kansas Land Management, LLC ("Contractor") for 2026 contract mowing services.

PROJECT BACKGROUND/DESCRIPTION:

This agreement covers 213 acres of turf, including a variety of medians, rights-of-way, city facilities, parks, and other City-owned property. The agreement allows for up to four additional one-year extensions, if the contractor performs adequately and both parties agree to extend the term by written addendum. The agreement authorizes the City Manager to execute such addenda extending the terms.

This agreement addresses the need for supplemental turf maintenance services that exceed the capacity of City staff due to continued growth and development. The Parks and Recreation Department first issued a request for bids for these services in 2016, at which time the Contractor was the lowest bidder by a significant margin and was awarded the contract. The Contractor performed successfully under that agreement and subsequent addenda extending the services for four years. In 2020, another request for bids was issued, and among five respondents, the Contractor was once again the lowest bidder by a significant margin. The Contractor was awarded the contract and has continued to perform these services successfully through the current term.

As this agreement came up for renewal this year, staff reached out to the Contractor and made inquiries with other companies offering comparable services in the area. The Contractor agreed that, if awarded the agreement, it would maintain the same price it had charged this past year, \$244,122.19. This is a very competitive bid for these services. Not only that, but the Contractor agreed that, if awarded the agreement, it would not increase its charges for these services at all in the first addendum year, and would then only increase its charges by 3% in subsequent renewal years, as follows:

	Annual Increase %	Annual Increase \$	Not to Exceed Amount
Addendum 1	0%	\$0	\$244,122.19
Addendum 2	3%	\$7,323.67	\$251,445.87
Addendum 3	3%	\$7,543.38	\$258,989.24
Addendum 4	3%	\$7,769.68	\$266,758.92

Based on the Contractor's expertise in the area and established history of successful service with the City, Staff believes that entering this agreement with Contractor is in the City's best interest. The competitive price and ability to lock in these rates for the next four years provides additional value and cost certainty to the City.

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

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The agreement is for \$244,122.19 and will be paid from the Parks and Recreation operating budget.

STAFF RECOMMENDATION:

Approve the agreement.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Inviting Places
Vibrant Neighborhoods

Guiding Principles

Extraordinary Community Pride

ATTACHMENTS

None



ITEM 2

SUBJECT: Approval of an agreement with ConvergeOne, Inc. for software maintenance
CONTACT: Jerry Swingle, Information Technology Director
DATE: February 3, 2026

ACTION NEEDED:

Approve an agreement with ConvergeOne, Inc. for software maintenance.

PROJECT BACKGROUND/DESCRIPTION:

This agreement renews the City's current data center virtualization software through ConvergeOne, Inc. This software is for the daily operation and management of the City's virtual server infrastructure. The agreement establishes a fixed annual price for a three-year term, providing cost certainty for ensuring continued software updates and support.

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

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The cost of the agreement is \$84,786.24 annually, or \$254,358.72 over the three-year term. Funding is budgeted in the Information Technology Department's fiscal year (FY) 2026 operating budget.

STAFF RECOMMENDATION:

Approve the agreement.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Guiding Principles

Superior Quality Services
Prudent Financial Management

ATTACHMENTS

None



ITEM 3

SUBJECT: Resolution consenting to the enlargement of the Consolidated Main Sewer District of Johnson County, Kansas to include property located at 99th Street & Woodsonia Drive (Solera)

CONTACT: Steven Shroul, Assistant City Attorney

DATE: February 3, 2026

ACTION NEEDED:

Adopt a resolution consenting to the enlargement of the Consolidated Main Sewer District (CMSD) of Johnson County, Kansas to include property located at 99th Street & Woodsonia Drive (Solera).

PROJECT BACKGROUND/DESCRIPTION:

Johnson County Charter Resolution No. 29-92 requires the consent of any city affected by proposed enlargements to the CMSD. The CMSD has requested the City's consent to enlarge its sanitary sewer system in an area located at 99th Street & Woodsonia Drive. The proposed enlargement will serve the future Solera neighborhood. City staff has reviewed this request and has no objection to the requested enlargement.

STAFF RECOMMENDATION:

Adopt the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation

Guiding Principles

Responsible Economic Development

ATTACHMENTS

1. Map & Exhibits
2. Resolution

Owners:
CVIII Associates LLC
Prairie Star Land Associates

Property ID: IF231303-1001
Parcel Acreage: 5.07 acres

Land Use: Commercial highest
and best use

Owner: K7-D, LLC

Property ID: IF231303-1008
Parcel Acreage: 5.23

Land Use: Residential highest
and best use

 Subject Parcels

 Current CMSD Boundary

Sanitary Sewers

 Gravity Sewers

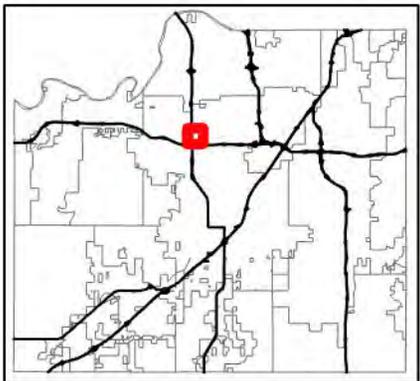


EXHIBIT "A"

CMSD District Enlargement Description

Part of the Northwest One-Quarter of Section 3, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, as described by Aaron T. Reuter, Kansas PS-1429, of Schlagel, Kansas LS-54, on August 25, 2025, as follows:

Commencing at the Southwest corner of said Northwest One-Quarter; thence along the South line of said Northwest One-Quarter, North 88 degrees 31 minutes 39 seconds East, a distance of 295.00 feet to the Point of Beginning; thence North 68 degrees 30 minutes 14 seconds East, a distance of 1156.69 feet; thence North 88 degrees 31 minutes 26 seconds East, a distance of 584.57 feet to a point being 660 feet West of the East line of said Northwest One-Quarter; thence South, along a line parallel with the East line of said Northwest One-Quarter, South 02 degrees 46 minutes 21 seconds East, a distance of 396.20 feet to a point on the South line of said Northwest One-Quarter; thence along said South line, South 88 degrees 31 minutes 39 seconds West, a distance of 1680.33 feet to the Point of Beginning, and containing 10.30 acres, more or less.



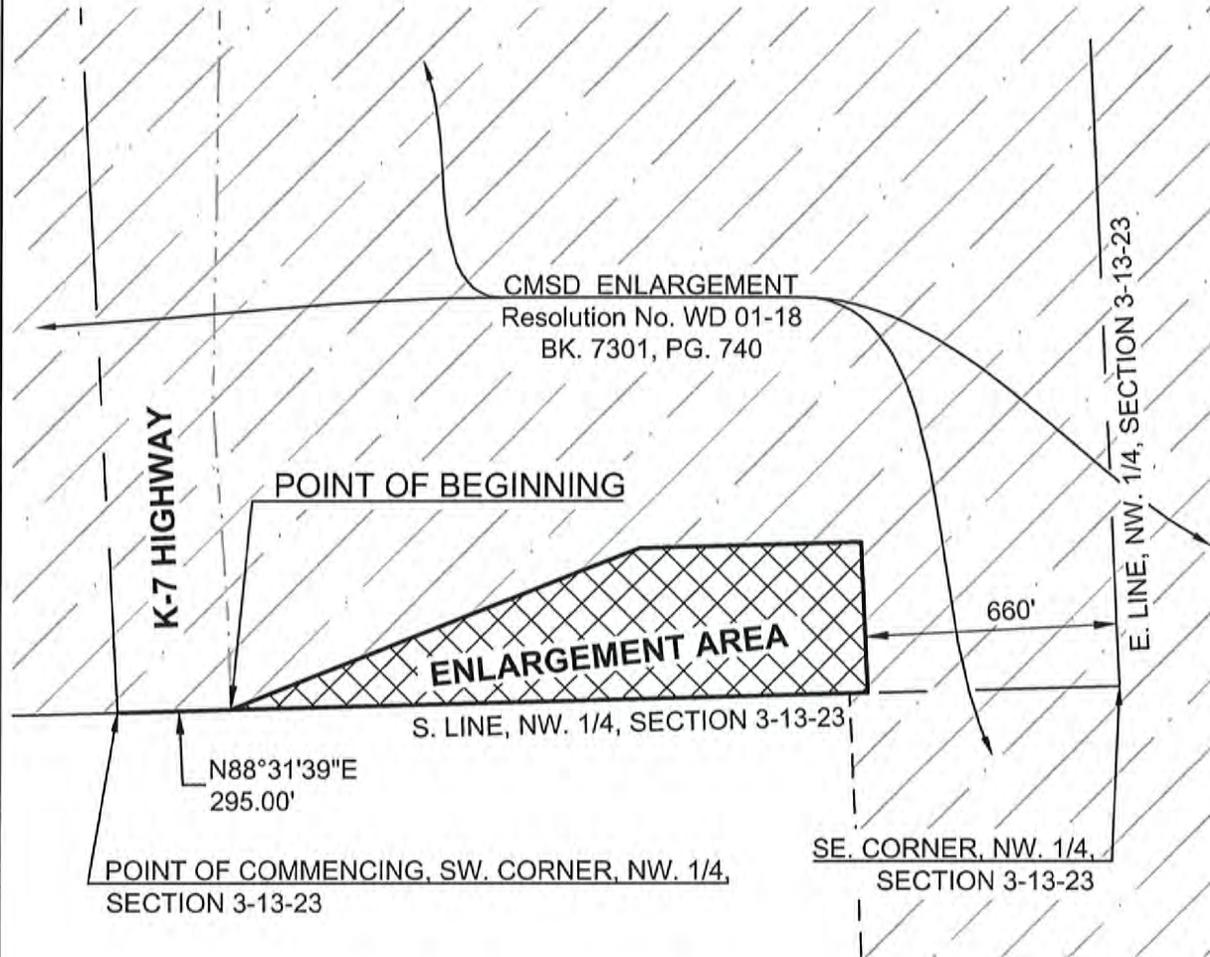
Aaron T. Reuter - Land Surveyor
KS# LS-1429

DRAWN BY:	JWT
CHECKED BY:	SCH
DATE:	9-15-2025
PROJECT NO:	25-112
SCALE:	
SHEET	1 of 2



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#E-296 #LA-29 #LS-54

EXHIBIT "A"
CMUSD District Enlargement



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



DRAWN BY:	JWT
CHECKED BY:	SCH
DATE:	9-15-2025
PROJECT NO:	25-112
SCALE:	1" = 500'
SHEET	2 of 2

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 #E-296 #LA-29 #LS-54

RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE ENLARGEMENT OF THE CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY, KANSAS TO INCLUDE PROPERTY LOCATED AT WOODSONIA AND 99TH STREET (“SOLERA”).

WHEREAS, Johnson County, Kansas Charter Resolution No. 29-92 requires the Board of County Commissioners to obtain the City’s consent before enlarging any sewer district within the City limits; and

WHEREAS, the Board of County Commissioners desires to expand the Consolidated Main Sewer District to include approximately 10.3 acres; and

WHEREAS, the City consents to the proposed enlargement of the Consolidated Main Sewer District.

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

SECTION ONE: The City consents to the proposed enlargement of the Consolidated Main Sewer District within the city limits of Lenexa, Kansas to include the property shown and described on Exhibit “A”.

SECTION TWO: This Resolution shall become effective upon passage.

ADOPTED by the City Council this 3rd day of February, 2026.

SIGNED by the Mayor this 3rd day of February, 2026.

CITY OF LENEXA, KANSAS

[SEAL]

Julie Sayers, Mayor

Attest:

Jennifer Martin, City Clerk

Approved As To Form:

Steven Shrout, Assistant City Attorney



ITEM 4

SUBJECT: Resolution terminating the Lease Agreement with 17201 W. 113TH LLC and conveying certain real and personal property associated with the City's industrial revenue bonds (Lenexa Logistics Centre South - Building 5)

CONTACT: Sean McLaughlin, City Attorney

DATE: February 3, 2026

ACTION NEEDED:

Adopt a resolution terminating the Lease Agreement with 17201 W. 113TH LLC ("Tenant") and conveying certain real and personal property associated with the City's industrial revenue bonds (IRBs) (Lenexa Logistics Centre South - Building 5).

PROJECT BACKGROUND/DESCRIPTION:

On November 17, 2015, the Governing Body passed Ordinance 5487 authorizing the issuance of its IRBs, Series 2015 in the aggregate principal amount of \$20 million ("Bonds") to help finance the acquisition, construction, and equipping of a facility at 17201 W. 113th Street, which is also referred to as Lenexa Logistics Centre South Building 5 ("Project"). The City also entered into a bond lease and a payment in lieu of taxes (PILOT) agreement with Lenexa Logistics 5, LLC ("Original Tenant") under the bond lease and a trust indenture with BOKF, N.A. ("Trustee"). The PILOT, Bonds, and associated documents were subsequently assigned to the Tenant.

Pursuant to the Bond documents, the City holds title to the Project until the Bonds are paid off and the Tenant exercises its purchase option under the bond lease. In December 2025, the abatement ended and, in January 2026, the Tenant notified the City, the Trustee, and the Bondholder that it intended to exercise its option to purchase the Project and redeem the Bonds. This resolution approves and authorizes the Mayor to execute all documents necessary to terminate the Bond documents.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

IRBs are not backed by the full faith and credit of the City and are the sole responsibility of the Tenant.

STAFF RECOMMENDATION:

Adopt the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Thriving Economy

Guiding Principles
Responsible Economic Development

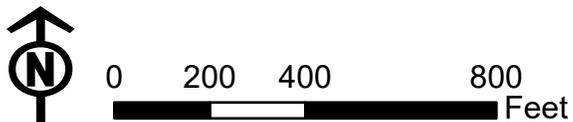
ATTACHMENTS

1. Map
2. Resolution



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

Lenexa Logistics Centre South Building 5



RESOLUTION NO. 2026 -

A RESOLUTION AUTHORIZING THE CITY OF LENEXA, KANSAS TO TERMINATE A LEASE AGREEMENT, TERMINATE A PILOT AGREEMENT, AND CONVEY CERTAIN REAL AND PERSONAL PROPERTY TO EXETER 17201 W. 113TH, LLC, PERTAINING TO INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW) SERIES 2015 FOR PROPERTY LOCATED AT 17201 W. 113TH STREET, LENEXA, KANSAS (BUILDING 5, LENEXA LOGISTICS CENTRE SOUTH).

WHEREAS, the City of Lenexa, Kansas (the "City", also referred to as "Issuer") issued its Industrial Revenue Bonds, 2015 Series, on behalf of Lenexa Logistics 5, LLC (the "Original Tenant") in the aggregate original principal amount of \$20,000,000 (the "Bonds") in connection with the acquisition and equipping of the real property at 17201 W. 113th Street, Lenexa, Kansas (the "Project"); and

WHEREAS, the Bonds were issued pursuant to Ordinance No. 5487 passed and approved by the Lenexa Governing Body on November 17, 2015 and pursuant to which BOKF, N.A.. was appointed the trustee (the "Trustee"); and

WHEREAS, in connection with the issuance of the Bonds, the City also entered into a Trust Indenture with the Trustee dated as of November 1, 2015 as amended by the First Supplemental Trust Indenture dated August 1, 2016, the Second Supplemental Trust Indenture dated November 1, 2016, and the Third Supplemental Trust Indenture dated November 1, 2017 (collectively, the "Indenture"); and

WHEREAS, in connection with the issuance of the Bonds, the City as Issuer and Landlord, entered into a lease with Original Tenant dated as of November 1, 2015 (the "Original Lease") and a Memorandum of Lease is recorded with the Johnson County Records and Tax Administration (the "RTA") at Book 201512, Page 000139; and

WHEREAS, the City entered into a Payment in Lieu of Tax Agreement dated March 18, 2014, as amended by the Amended Payment In Lieu of Tax Agreement dated November 15, 2016 (the "PILOT Agreement"); and

WHEREAS, pursuant to an Assignment and Assumption of Lease and Payment in Lieu of Tax Agreement dated November 1, 2016 (the "2016 Assignment"), the Original Tenant assigned all of its rights, title and interest in the Original Lease to Original Tenant as to an undivided 5.0% tenant-in-common interest and to TPRF II/Lenexa Logistics 5, LLC at to an undivided 95.0% tenant-in-common interest (collectively, the "2016 Successor Tenant"), and the 2016 Successor Tenant assumed all of the covenants, agreements, obligations and

liabilities of the Original Tenant under the Original Lease and the Original PILOT Agreement; and

WHEREAS, in connection with the 2016 Assignment, the City and the Company entered into a First Supplemental Lease dated November 1, 2016 (the "First Supplemental Lease" and together with Original Lease, the "2016 Lease") to clarify the duties and obligations of the Company under the Lease; and

WHEREAS, pursuant to an Assignment and Assumption of Lease and Payment in Lieu of Tax Agreement dated November 1, 2017 (the "2017 Assignment"), the 2016 Successor Tenant assigned all of its rights, title and interest in the 2016 Lease to Exeter 17201 W. 113TH, LLC ("Company") and the Company assumed all of the covenants, agreements, obligations and liabilities of the Original Tenant under the Original Lease and the Original PILOT Agreement; and

WHEREAS, in connection with the 2017 Assignment, the City and the Company entered into a Second Supplemental Lease dated November 1, 2017 (the "Second Supplemental Lease" and together with 2016 Lease, the "2017 Lease") to clarify the duties and obligations of the Company under the Lease; and

WHEREAS, the City and the Company entered into a Third Supplemental Lease dated April 1, 2018 (the "Third Supplemental Lease" and together with 2017 Lease, the "Lease") to include necessary provisions relating to a leasehold mortgage granted to the Company under the Lease; and

WHEREAS, pursuant to the Lease, the City is required to convey the Project to the Company upon adequate notice once the Bonds have been fully paid and all other obligations and duties of the Company under the Lease have been performed and satisfied; and

WHEREAS, the Company has requested that the City waive the notice period required in the Lease and be permitted to exercise its option to purchase the Project at a date agreed to by the parties; and

WHEREAS, the Trustee has represented that it is willing to waive the notice required in the Lease; and

WHEREAS, the City is willing to waive the notice specified in the Lease, and to set the Closing Date of the purchase of the Project when evidence is provided that the Bonds have been paid in full; and

WHEREAS, the City desires to terminate the Lease and the PILOT Agreement and convey to Tenant title to the Project and personal property acquired with the Bond proceeds.

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

SECTION ONE: Notice. The City acknowledges receipt of the required notice and the fee associated with Company's exercise of its option to purchase as required by the Bond Lease.

SECTION TWO: Approval of Transfer. The City authorizes the transfer by the City to Tenant of the real property legally described as:

All of Lot 5, LENEXA LOGISTICS CENTRE, FOURTH PLAT, a subdivision of land in the City of Lenexa, Johnson County, Kansas

free and clear of all liens and encumbrances except:

- (a) Permitted Encumbrances as defined in the Lease;
- (b) those to which title was subject on the date of conveyance to the Issuer of the Project, or to which title became subject with the Tenant or its successors and assigns written consent, or which resulted from any failure of the Tenant or its successors and assigns to perform any of its covenants or obligations under the Lease;
- (c) taxes and assessments, general and special, if any, which have been assessed but not yet paid; and
- (d) the rights of any party having condemned or who is attempting to condemn or use for a limited period, all or any part of the Project; and

SECTION THREE: Authorization of Documents. The City approves the Kansas Special Warranty Deed, the Termination of Lease and PILOT Agreements, and General Bill of Sale, in substantially the same form presented to and reviewed by the Governing Body at this City Council meeting.

SECTION FOUR: Execution of Documents. The Mayor is authorized and directed to execute the Kansas Special Warranty Deed, the Termination of Lease and PILOT Agreements; and the General Bill of Sale and the City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City. The City Clerk shall cause the Special Warranty Deed and the Termination of Lease and PILOT Agreements to be recorded with the Johnson County RTA, with such changes therein as shall be approved by the officer of the City executing such documents, such officer's signatures thereon being conclusive evidence of the City's approval thereof.

SECTION FIVE: Further Authority. The Mayor, City Manager, City Attorney and City Clerk are authorized to execute such other documents, certificates and UCC termination statements as may be necessary to transfer the Project,

terminate all interest of the City in the Project and carry out the intent of this Resolution, provided such documents are first reviewed and approved by the City Attorney

SECTION SIX: Effective Date. This Resolution shall take effect and be in force from and after its adoption.

ADOPTED by the Lenexa City Council this 3rd day February, 2026.

APPROVED by the Mayor this 3rd day February, 2026.

[Rest of Page Intentionally Left Blank. Signature Pages Follow.]

CITY OF LENEXA, KANSAS

[SEAL]

Julie Sayers, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 5

SUBJECT: Resolution providing notice and calling for a public hearing to appear and show cause why the fire-damaged structure at 7730 Noland Road should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure

CONTACT: Steven Shrout, Assistant City Attorney

DATE: February 3, 2026

ACTION NEEDED:

Adopt a resolution providing notice and calling for a public hearing to appear and show cause why the fire-damaged structure at 7730 Noland Road should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

PROJECT BACKGROUND/DESCRIPTION:

A fire occurred at 7730 Noland Road on August 10, 2025, resulting in substantial damage to the residence.

To prevent fire-damaged properties from remaining in an unsafe or unsightly condition, Article 1-9-H of the City Code requires insurance companies to remit a portion of certain claim payments to the City Treasurer when specific conditions are met. Specifically, when a final settlement on a covered claim has been agreed to between the named insured(s) and the insurance company, the final settlement exceeds 75% of the face value of the policy, and the amounts due on the first real estate mortgage against the structure have been paid, the insurance company is required to execute a draft payable to the City Treasurer in an amount equal to 15% of the covered claim payment.

As of the date of this packet memo, a final settlement on a covered claim has not been agreed to between the named insured and the insurance company, and the City has not received insurance proceeds. The timeline for settlement continues to be uncertain. Given the ongoing concerns from neighboring residents, the condition of the structure constituting a nuisance pursuant to the City Code, and the uncertainty regarding the claim resolution, the City initiated proceedings under K.S.A. 12-1750 et seq., which authorizes repair, demolition, or abatement of unsafe or dangerous structures. A resolution adopted in December 2025 set a public hearing for February 3, 2026, to make that determination.

To ensure full compliance with the notice requirements and provide clarity for all interested parties, staff recommends withdrawing the public hearing (Item 6 of this Agenda) and adopting a new resolution to reschedule the public hearing for April 7, 2026. This action does not obligate the City to proceed with abatement immediately, but it ensures all procedural requirements are met should action become necessary. If the homeowner begins work to remove the structure or if insurance proceeds are received, the City may adjust its approach accordingly.

STAFF RECOMMENDATION:

Adopt the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

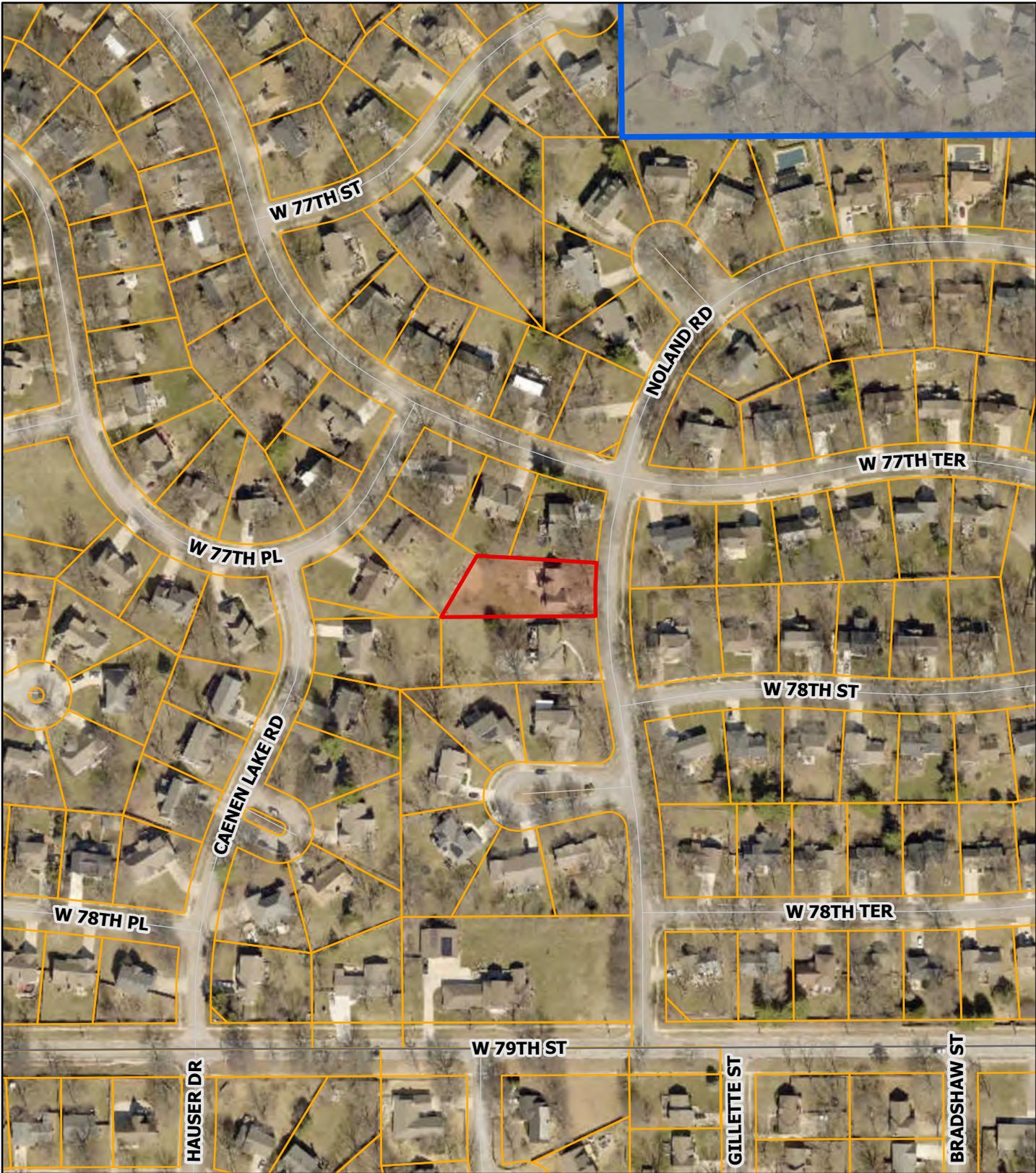
Vibrant Neighborhoods

Guiding Principles

Superior Quality Services

ATTACHMENTS

1. Map
2. Statement of Building Official
3. Resolution



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

7730 Noland Road



TO: Governing Body

FROM: Matt Souders, Building Codes Administrator

DATE: January 27, 2025

RE: 7730 Noland Road - Unsafe and Dangerous Structure

On August 10, 2025, the residential structure at 7730 Noland Road was damaged by fire. The structure is owned by Keith M. Rapplean. It is the City's determination that the structure located at 7730 Noland Road is unsafe and dangerous. Attached with this statement are photos of the structure. The structure is currently secured by a temporary fence at the time of the writing of this memo. The structure is in danger of further collapse, but is unlikely to collapse outside the fenced area.



RESOLUTION NO. _____ - _____

A RESOLUTION PROVIDING NOTICE AND CALLING FOR A PUBLIC HEARING TO APPEAR AND SHOW CAUSE WHY THE STRUCTURE AT 7730 NOLAND ROAD SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE IN ACCORDANCE WITH K.S.A. 12-1750 ET. SEQ.

WHEREAS, on August 10, 2025, a fire damaged the structure located at 7730 Noland Road; and

WHEREAS, pursuant to K.S.A. 12-1750 et seq., the Governing Body has the power to cause the repair or removal of, or to remove any structure located within the City which is determined to be unsafe or dangerous; and

WHEREAS, if necessary, the City may recover costs for the repair and removal of an unsafe or dangerous structure in accordance with the Lenexa City Code Article 1-9-H and K.S.A. 12-1755; and

WHEREAS, pursuant to K.S.A. 12-1752, the City of Lenexa Building Codes Administrator has determined the structure located at 7730 Noland Road to be unsafe and dangerous and filed a written statement, of such determination with the Governing Body on February 3, 2026; and

WHEREAS, Pursuant to K.S.A. 12-1752, the Governing Body shall provide notice and call for a public hearing for the owner, owner's agent and any lienholders of record to appear and show cause why the structure should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure; and

WHEREAS, pursuant to this notice and in accordance with K.S.A. 12-1752 et seq., the City may ultimately repair or demolish such structure and the owner may lose any interest in the salvage proceeds of such structure and that any costs borne by the City in excess of the salvage value may be assessed against the real property.

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

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

SECTION TWO: This Resolution shall be published once each week for two consecutive weeks on the same day of each week in the official City newspaper.

SECTION THREE: The public hearing shall be held by the Lenexa Governing Body on April 7, 2026, at 7:00 p.m. or as soon thereafter as it can be heard, at Lenexa City Hall, 17101 West 87th Street Parkway, Lenexa, Kansas, 66219.

SECTION FOUR: The Building Codes Administrator is hereby directed to mail a copy of this resolution by mail to the owner, owner's agent, any lienholders and occupants of record within three days following the first publication hereof, all in accordance with K.S.A. 12-1752.

ADOPTED by the Lenexa City Council this 3rd day of February, 2026.

SIGNED by the Mayor this 3rd day of February, 2026.

CITY OF LENEXA, KANSAS

Julie Sayers, Mayor

[SEAL]

Attest:

Jennifer Martin, City Clerk

Approved As To Form:

Steven D. Shrout, Assistant City Attorney



ITEM 6

SUBJECT: Ordinance authorizing the acquisition of lands or interests therein by condemnation for the construction of the 89th Terrace to 90th Street West of Lackman Stormwater Improvements Project

CONTACT: Tim Green, Deputy Community Development Director

DATE: February 3, 2026

ACTION NEEDED:

Pass an ordinance authorizing the acquisition of lands or interests therein by condemnation for the construction of the 89th Terrace to 90th Street West of Lackman Stormwater Improvements Project ("Project").

PROJECT BACKGROUND/DESCRIPTION:

This ordinance authorizes the acquisition of lands or interests therein by condemnation for the construction of the public improvements associated with the Project. It authorizes Orrick & Erskine, the City's property acquisition counsel, to file a condemnation petition with the district court to acquire the only remaining easement necessary for the Project. All other easements, property, and rights-of-way necessary for the Project have been acquired without the need for condemnation.

On April 1, 2025, the City Council adopted Resolution 2025-015, which authorized City staff to begin the acquisition process. The resolution authorized staff to negotiate and approve offers for the easements and rights-of-way necessary for the Project and to enter into agreements accomplishing such acquisition, whose value does not exceed authorization under the City's purchasing policy; and the City Manager, or a designee, is authorized to enter into all other agreements accomplishing such acquisition; provided there is sufficient funding available in the approved project budget to accomplish the same.

Should the ordinance pass, the condemnation proceedings will take approximately 90 days. The condemnation proceedings will not affect the timeline for the Project.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This Project is included in the 2026-2030 Capital Improvement Program (Project No. 90013). The total Project budget is \$3,223,500.

STAFF RECOMMENDATION:

Pass the ordinance.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

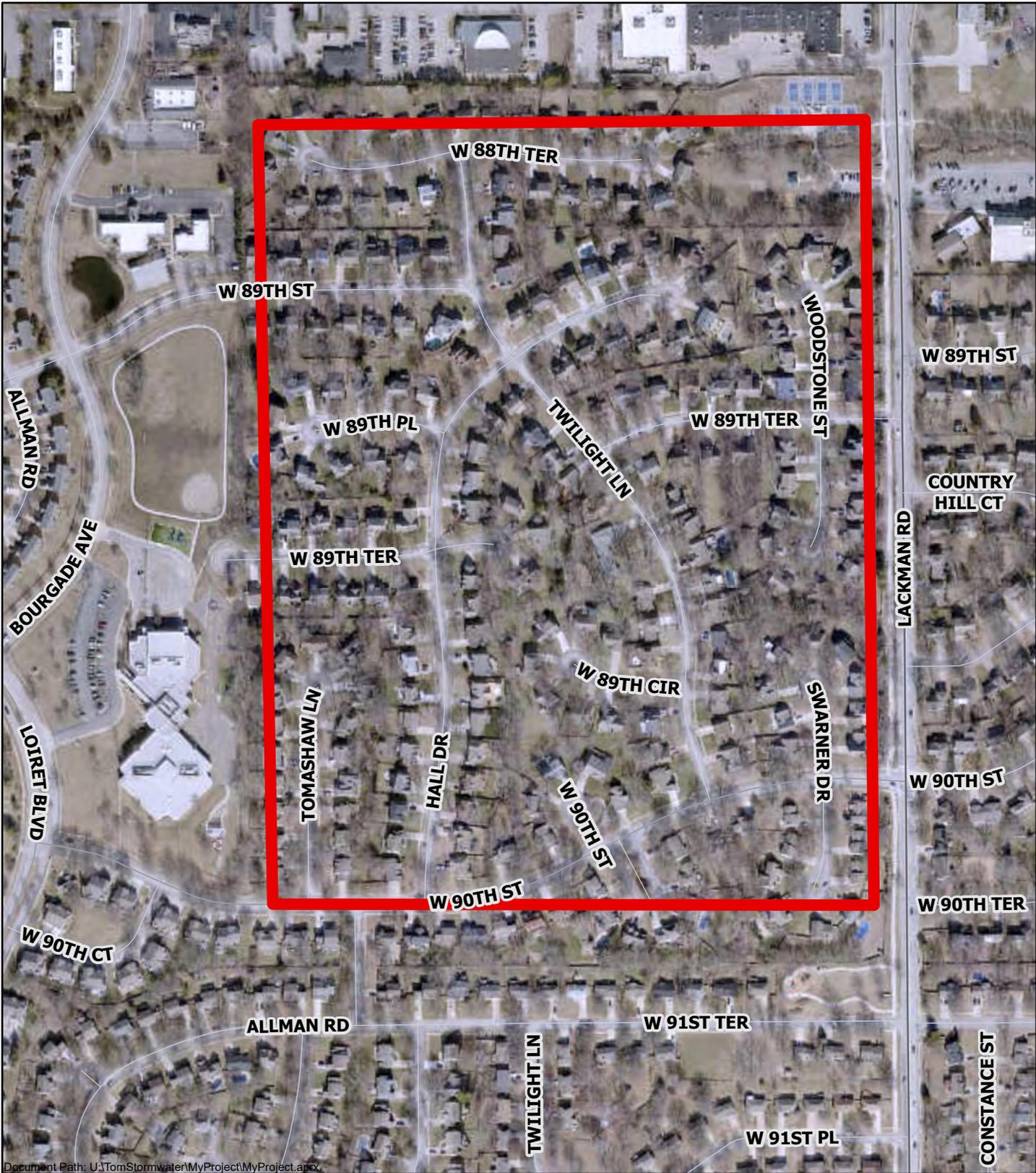
Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment

ATTACHMENTS

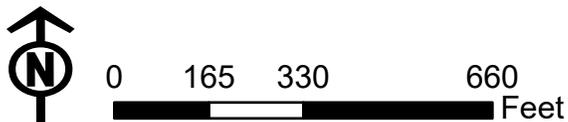
1. Map
2. Ordinance



Document Path: U:\TomStormwater\MyProject\MyProject.aprx

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

89th Terrace to 90th Street West of Lackman Stormwater Improvements



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACQUISITION OF LANDS OR INTERESTS THEREIN BY CONDEMNATION FOR THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS ASSOCIATED WITH CONSTRUCTION OF THE 89TH TERRACE TO 90TH STREET WEST OF LACKMAN STORMWATER IMPROVEMENTS PROJECT IN LENEXA, JOHNSON COUNTY, KANSAS.

WHEREAS, the Governing Body of the City of Lenexa, Kansas did by Resolution No. 2024-054, declare the necessity for, and authorize a survey and description of lands or interests therein to be acquired by the City for the following:

**89th Terrace to 90th Street West of Lackman
Stormwater Improvements Project**

The project includes storm water drainage easements and property acquisition for locating, building, constructing, maintaining, and repairing storm water drainage facilities, including grading, together with all necessary appurtenances thereto, together with the rights of ingress and egress for the purpose of construction, maintenance, and repairs of said facilities, together with utility location and relocation, environmental review and mitigation, landscaping, as well as easement and condemnation costs; preliminary and final engineering; survey, staking, grading, and erosion control; appraisal fees; construction supervision/inspection; testing; and other related improvements to be constructed with the main improvement; City administrative costs; legal fees; and costs associated with the bond and interest expense associated with financing the improvement and other necessary appurtenances; and

WHEREAS, said survey and description was prepared and is maintained at the Lenexa City Hall.

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

SECTION ONE: It is hereby authorized and provided that the lands or interests therein, hereafter described, be acquired for the following improvement:

**89th Terrace to 90th Street West of Lackman
Stormwater Improvements Project**

The project includes storm water drainage easements and property acquisition for locating, building, constructing, maintaining, and repairing storm water drainage facilities, including grading, together with all necessary appurtenances thereto, together with the rights of ingress and egress for the purpose of construction, maintenance, and repairs of said facilities, together with utility location and relocation, environmental review and mitigation, landscaping, as well as easement and condemnation costs; preliminary and final engineering; survey, staking, grading, and erosion control; appraisal fees;

construction supervision/inspection; testing; and other related improvements to be constructed with the main improvement; City administrative costs; legal fees; and costs associated with the bond and interest expense associated with financing the improvement and other necessary appurtenances.

Tract 4:

CONDEMNEE: **Hendrix Lee Underwood**

SITUS ADDRESS: **15316 W 89th Place
Lenexa, KS 66219**

Parcel ID: **IP24000000 0009**

MAILING ADDRESS: **15316 W. 89th Place
Lenexa, KS 66219**

Permanent Drainage Easement

All that part of Lot 9, FORDHAM ESTATES, a subdivision of record in the City of Lenexa, Johnson County, Kansas, being described by J. Aubrey Meyer, PLS1579, on April 25, 2025, as follows:

Commencing at the Southeast corner of said Lot 9; thence in a westerly direction, along the South line of said Lot 9, on a curve to the left having an initial tangent bearing of North 86°16'34" West, a radius of 50.00 feet, a central angle of 06°53'32", an arc length of 6.01 feet to its intersection with the West line of a 6.00 feet-wide platted utility easement adjoining the East line of said Lot 9, said intersection being the Point of Beginning; thence North 03°43'26" East, along said West line a distance of 96.28 feet to its intersection with the South line of a 20.00 feet-wide platted utility easement adjoining the North line of said Lot 9, thence South 87°46'58" West, along said South line, a distance of 12.06 feet, thence South 03°28'22" East, departing said South line, a distance of 95.78 feet to the Point of Beginning. Containing 578 square feet, more or less.

The bearings used in this description are Grid North, based on the Kansas State Plane Coordinate System, North Zone, NAD83.

SECTION TWO: It is further authorized and provided that, as soon as practicable after the passage of this ordinance, action be initiated to exercise the power

of eminent domain in accordance with K.S.A. 26-501, *et seq.*, the Eminent Domain Procedure Act, to condemn all lands and interests therein hereinbefore described.

SECTION THREE: This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED by the City Council this 3rd day of February, 2026.

SIGNED by the Mayor this 3rd day of February, 2026.

CITY OF LENEXA, KANSAS

[SEAL]

Julie Sayers, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Steven D. Shroust, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 7

SUBJECT: Public hearing to consider repairs or demolition of the fire-damaged structure at 7730 Noland Road - **WITHDRAWN AT THE REQUEST OF STAFF**

CONTACT: Steven Shrout, Assistant City Attorney

DATE: February 3, 2026

PROJECT BACKGROUND/DESCRIPTION:

In December 2025, the City adopted a resolution calling for a public hearing to be held on February 3, 2026 regarding the condemnation and repair or removal of a fire-damaged structure located at 7730 Noland Road. To provide clarity for all interested parties and ensure compliance with notice requirements, staff is recommending rescheduling the public hearing originally scheduled for February 3, 2026 to April 7, 2026 (see Item 5 of the Consent Agenda for additional information) and withdraws the public hearing.



ITEM 8

SUBJECT: Approval of an agreement with the Board of County Commissioners of Johnson County to fund and operate a circulator route transit service connecting several Johnson County community sites, coinciding with the 2026 FIFA World Cup

CONTACT: Mike Nolan, Assistant City Manager

DATE: February 3, 2026

ACTION NEEDED:

Approve an agreement with the Board of County Commissioners of Johnson County to fund and operate a circulator route transit service connecting several Johnson County community sites, coinciding with the 2026 FIFA World Cup.

PROJECT BACKGROUND/DESCRIPTION:

The City has been working with Johnson County ("County") and several other communities to launch a circulator transit route between Lenexa City Center and other sites in the county where 2026 FIFA World Cup activities are taking place. The County applied for and received KDOT grant funds for this temporary service. The service is intended to serve Johnson Countians and visitors alike during the World Cup. As part of the process, Johnson County sought a partial matching contribution from cities to fund the routes.

The circulator route sites were selected by each participating community. While subject to further refinement, service is expected to run between 35 and 42 days, depending on when the grant and matching funds are exhausted. The service start and end dates are still being finalized and depend on final match times, FIFA Fan Festival operations, and the final dates for community events planned for the World Cup. It is anticipated that the routes will run from 8 AM to midnight during each day of service and will operate at 30- to 45-minute intervals going each direction (see Exhibit A of the Agreement for the planned route map). The County will collect ridership data to share with the participating cities.

The route will stop in Lenexa at the terminus of the existing 487 and 495 routes on Scarborough Street between eastbound and westbound 87th Street Parkway. The City is currently working on the designs for planned permanent pedestrian, traffic signal, and bus stop improvements to Scarborough Street. However, this work will not be completed until after the World Cup. Staff is coordinating with Johnson County on interim enhancements to serve the needs of this circulator route, the previously approved airport express pilot, and KC 2026 bus routes supporting World Cup activities, which also include stops at Lenexa City Center.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The total cost for the planned service is \$5.7 million. Johnson County Transit and KDOT grants will fund a significant majority of the service. Lenexa's portion will be funded with Transient Guest Tax. There are sufficient reserves in the Tourism & Convention Fund to cover this expense while maintaining an adequate balance in accordance with the City's reserve policies.

Additionally, bus fares will be implemented for this service — consistent with plans for the transit routes operated by KC 2026. The Agreement stipulates that the County shall distribute proceeds of any bus fares to the City on a *pro rata* basis, including all funding sources for the transit service, not to exceed the amount of City funding provided.

Johnson County Transit	\$3,300,000
Kansas Department of Transportation (KDOT)	\$1,500,000
Johnson County Government	\$500,000
City of Overland Park	\$149,488
City of Olathe	\$111,846
City of Shawnee	\$52,651
City of Lenexa	\$44,398
City of Leawood	\$25,773
City of Merriam	\$8,248
City of Mission	\$7,595
Total	\$5,700,000

STAFF RECOMMENDATION:

Approve the agreement.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Inviting Places

Integrated Infrastructure & Transportation

Guiding Principles

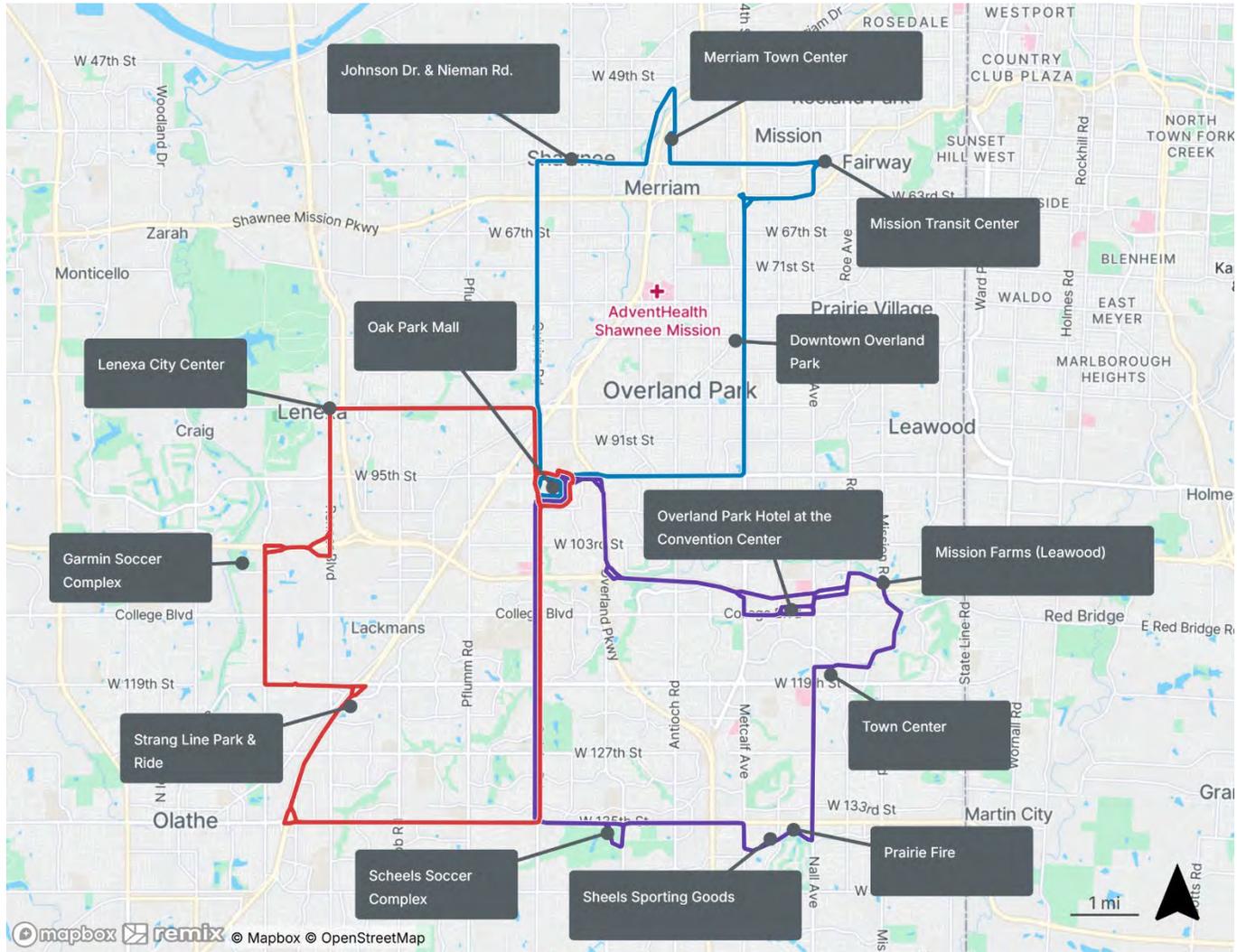
Strategic Community Investment

Extraordinary Community Pride

ATTACHMENTS

1. Map
2. Agreement located in the Appendix

EXHIBIT A





ITEM 9

SUBJECT: Lenexa Arts Council recommendation for public art
CONTACT: Logan Wagler, Parks & Recreation Director
DATE: February 3, 2026

PROJECT BACKGROUND/DESCRIPTION:

The City adopted the Public Art Strategic Plan in early 2025, outlining a community-centered approach to enhancing Lenexa’s public spaces through meaningful and accessible art. One of the key outcomes of this plan was the development of a Public Art Priority List, which identified high-impact sites across the city for future public art investment based on factors such as capital improvement schedules, community visibility, and geographic balance.

Ad Astra Pool and Park is undergoing a significant renovation. Recognizing the opportunity to integrate public art into this highly visible and well-loved community destination, the LAC has designated Ad Astra as a top-priority location for 2025.

The Public Art Strategic Plan outlines a three-step process for procuring art. This includes:

1. Initial review and recommendation for purchase, including budget range and recommended procurement process such as a call for artists.
2. When a call for artists is used, it will be followed by a review of options with the City Council.
3. Final approval of selected artwork by the City Council.

After completion of steps #1 and #2, which included review and scoring of the short-listed proposals by the LAC, City Council, and several staff members, the LAC recommends the highest scored proposal for final approval.

On behalf of the LAC, staff will present a brief overview of the process and present the recommendation.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Inviting Places

Guiding Principles
Extraordinary Community Pride

ATTACHMENTS

None



ITEM 10

SUBJECT: Lenexa LiveWell Employee Health Clinic Project Update
CONTACT: Todd Pelham, Deputy City Manager
DATE: February 3, 2026

PROJECT BACKGROUND/DESCRIPTION:

Staff will provide an update on the completion of the Lenexa LiveWell Employee Health Clinic Project.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Healthy People

Guiding Principles
Values-based Organizational Culture

ATTACHMENTS

None

APPENDIX



**MINUTES OF THE
JANUARY 20, 2026
LENEXA CITY COUNCIL MEETING
COMMUNITY FORUM, 17101 W 87th STREET PARKWAY
LENEXA, KS 66219**

CALL TO ORDER

Mayor Sayers called the meeting to order at 7 PM.

ROLL CALL

Councilmembers Handley, Eiterich, Nicks, Williamson, and Herron were present with Mayor Sayers presiding. Councilmembers Charlton, Bell, and Denny were 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 Williamson made a motion to approve the January 6, 2026 City Council meeting draft minutes and Councilmember Eiterich seconded the motion. Motion passed unanimously.

MODIFICATION OF AGENDA

There were no modifications to the agenda.

RECOGNITION

Christ Prep Academy Football Team - 2025 NFHA National Champions

CONSENT AGENDA

1. Acceptance of utility and drainage easements and rights-of-way as shown on the Solera Apartments, Final Plat
Solera Apartments is a 26.86-acre plat for a multifamily residential development located near the southeast corner of Prairie Star Parkway & K-7 Highway. Utility and drainage easements and rights-of-way are being dedicated to the City as part of the final plat.
2. Acceptance of utility, drainage, landscape, and sidewalk easements, and rights-of-way as shown on Solera, First Plat and Solera, Second Plat
Solera, First Plat is a 16.37-acre plat for a townhome residential development and Solera, Second Plat is a 17.93-acre plat for a duplex residential development. Both are located near the southeast corner of Prairie Star Parkway & K-7 Highway. Utility,

drainage, landscape, and sidewalk easements and rights-of-way are being dedicated to the City as part of these final plats.

3. Acceptance of utility, drainage, landscape, and sidewalk easements, and rights-of-way as shown on Sunset Canyon, Second Plat and Sunset Canyon, Third Plat *Sunset Canyon, Second Plat is a 9.47-acre plat for a single-family residential development and Sunset Canyon, Third Plat is a 5.17-acre plat for a single-family residential development. Both are located near the northwest corner of Prairie Star Parkway & Canyon Creek Boulevard. Utility, drainage, landscape, and sidewalk easements and rights-of-way are being dedicated to the City as part of the final plat.*
4. Approval of Change Order No. 6 with Prosser Wilbert Construction, Inc. for the Ad Astra Pool Reconstruction Project
The proposed change order will increase contract costs for the removal and replacement of the Ad Astra Park shelter. This amendment increases the cost by \$271,156.25 to a total of \$8,786,858.46.
5. Approval of the purchase of decorative post-top streetlights from Stanion Wholesale Electric Company
The City Center area has 115 decorative post-top streetlights that are more than 20 years old and are deteriorating. Staff is currently preparing plans for the installation of new fixtures that will be advertised for bid. In the interim, staff is requesting approval to purchase the streetlights now due to the long lead times required for fabrication and delivery. The cost to purchase from Stanion Wholesale Electric Company is \$182,850.

END OF CONSENT AGENDA

Councilmember Handley made a motion to approve items 1 through 5 on the consent agenda and Councilmember Williamson seconded the motion. Motion passed unanimously.

NEW BUSINESS

6. Resolution approving the City Council's 2026 Legislative Priorities
Each year, the City Council adopts policy positions on the City's governance and finances, which may be affected by actions at the state or federal level. These legislative priorities serve as a framework for staff to advocate for municipal issues to state legislators and the state's Congressional delegation.

Mike Nolan, Assistant City Manager, provided an overview of the City's state and federal legislative priorities, noting the state legislative session is already underway and the platform is used to guide advocacy efforts in Topeka, Washington, D.C., and with partner organizations. At the state level, he said priorities include:

- continued support for amendments to the Truth in Taxation law to better account for new development and expiring economic development incentives in revenue neutral rate calculations;
- opposition to state-imposed budget, revenue, or appraisal caps; and

- support for maintaining local control over appraisal and taxing decisions.

Mr. Nolan talked about the City's history of lowering its mill levy for eight consecutive years and its desire for the state to allow continued local discretion. He said additional priorities include:

- investment in infrastructure through federal and state partnerships;
- support for creation of a Kansas Conservation Fund to unlock federal funding for parks, trails, wetlands, and natural areas;
- balanced right-of-way management policies that preserve cities' ability to charge reasonable fees and manage utility relocations; and
- support for affordable housing through changes to the Kansas Residential Landlord Tenant Act while preserving local rental licensing and property maintenance authority.

Mr. Nolan said the platform also supports public safety policies that do not undermine local control of police and fire departments; inclusion of sexual orientation and gender identity as protected classes under the Kansas Act Against Discrimination; and changes to the KPERS Tier Three pension structure to improve equity and recruitment while remaining fiscally responsible.

Mr. Nolan said federal priorities include:

- support for reauthorization of the Surface Transportation Program;
- reservation of the tax-exempt status of municipal bonds; and
- restoration of advanced refunding provisions to allow more flexibility in refinancing municipal debt.

Mr. Nolan also talked about a late-filed state bill proposing to move local elections to even-numbered years and make them partisan and recommended adding an explicit position opposing that proposal to the platform.

No questions were raised, and consensus was expressed to clearly oppose the election-related proposal.

Councilmember Herron made a motion to approve Item 6 with an amendment to add support for non-partisan elections held in the fall of odd-numbered years and Councilmember Nicks seconded the motion. Motion passed unanimously.

COUNCILMEMBER REPORTS

Councilmember Herron said he attended the NAACP Martin Luther King Jr. dinner last night where Danny Chavez, Master Police Officer, received an award.

STAFF REPORTS

Beccy Yocham, City Manager, said there would 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 Eiterich made a motion to adjourn and Councilmember Williamson seconded the motion. Motion passed unanimously.

The meeting adjourned at 7:19 PM.

Proclamation

WHEREAS, during National Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

WHEREAS, Black History Month began when Carter G. Woodson wanted to raise awareness of African American's contributions to civilization and initiated and announced Negro History Week in 1926; and

WHEREAS, the 2026 national theme for the observance of Black History Month is "A Century of Black History Commemorations"; and

WHEREAS, Black History Month brings to our attention that we and our nation must continue to address racial injustice, advocate for anti-racism in practice and policy, and fully support a society that lives up to its democratic ideals; and

WHEREAS, society should seek a better understanding of the contributions and achievements of African Americans by engaging with organizations like the NAACP and the Advocacy and Awareness Group of Johnson County, and by visiting institutions such as the Black Archives of Mid-America, the Negro Leagues Baseball Museum, the National Museum of African American History and Culture, and other related organizations.

NOW, THEREFORE, I, Julie Sayers, Mayor of Lenexa, Kansas do hereby proclaim February 2026 in the City of Lenexa to be

BLACK HISTORY MONTH

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of February, 2026.



A black ink signature of Julie Sayers, written in a cursive style, positioned above a horizontal line.

Julie Sayers
Mayor of Lenexa, Kansas

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, Kansas and Missouri Professional Engineers will celebrate the 75th annual Engineers Week from February 22nd through February 28th; 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, Julie Sayers, Mayor of Lenexa, Kansas do hereby proclaim the week of February 22nd in the City of Lenexa to be

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 3rd day of February, 2026.



A black ink signature of Julie Sayers, written in a cursive style, positioned above a horizontal line.

Julie Sayers
Mayor of Lenexa, Kansas

**AGREEMENT FOR JOHNSON COUNTY CIRCULATOR ROUTE TRANSIT SERVICE
BETWEEN JOHNSON COUNTY, KANSAS,
AND THE CITY OF LENEXA, KANSAS**

This CIRCULATOR ROUTE TRANSIT SERVICE AGREEMENT (“Agreement”) is entered into this _____, 2026, (the “Effective Date”) and is by and between the Board of County Commissioners of Johnson County, Kansas, a body corporate and political subdivision of the state of Kansas (the “County”), and the City of Lenexa, Kansas (the “City”) (collectively, the “Parties”).

RECITALS

- A. Johnson County Transit, a division of Johnson County Government, provides public transit service connecting Johnson County with the greater Kansas City area.
- B. The Parties desire for the County to provide additional circulator route transit service during the FIFA World Cup 26 matches hosted in Kansas City and related activities throughout Johnson County and within cities that have entered into a circulator route transit service agreement.
- C. The Parties are authorized by K.S.A. 12-2908 to enter into this Agreement.

AGREEMENT

In consideration of the mutual covenants contained herein, the Recitals, which are incorporated in and made a part of this Agreement by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Circulator Route Transit Service. The County agrees to provide circulator route transit service within the boundaries of the City to connect mutually agreed upon key locations throughout Johnson County.
 - a. The City agrees to allow the County and County agents, employees, and contractors sufficient physical access, permissions, and right-of-way access to locations within the City necessary to provide such service. The Parties will work together to coordinate and designate access points and pickup and drop-off locations.
 - b. **Service Period:** The circulator route transit service shall run generally for a period of approximately 35–42 calendar days during FIFA World Cup 26 matches hosted in Kansas City and related activities throughout Johnson County. Johnson County Transit shall retain operational control of the service, and levels may be modified by the County due to operator availability, safety issues, funding

availability, or ridership demand, provided that the County notifies the City of any material changes. The Parties shall coordinate on exact start and end dates for service.

- c. **Service Definition:** The circulator routes are anticipated to operate from 8 a.m. to midnight each day of the Service Period, targeting 30–45-minute headways and operating in a bi-directional manner operating within the existing budget. These parameters are subject to change based on unforeseen circumstances, and Johnson County Transit will coordinate with the affected City in determining and implementing any such change. A map of anticipated designated stops and the route of the service is attached to and incorporated into this Agreement as Exhibit A. Johnson County Transit shall use its best reasonable efforts to deliver transit service as defined in this paragraph.
2. **Funding.** Prior to the commencement of service under this Agreement, as contribution to the cost of providing such service, the City agrees to pay the amount of \$44,398 to the County. A list of contributing funding sources by participating jurisdiction is attached to and incorporated into this Agreement as Exhibit B. Notwithstanding, the City's participation in this Agreement is contingent upon the following:
 - a. **City Participation and Funding:** In the event the County does not provide transit services to the City or the City declines to contribute its share to this transit service, this agreement shall terminate and be considered null and void and there shall be no further obligations of either party.
 - b. If the agreement terminates after the City has provided its share to the County, then the County shall refund such funds to the City within 30 days of termination, unless transportation services have already begun, in which case the Parties shall jointly agree on a pro-rated amount for the refund.
 - c. If bus fares are charged for use of the transit service covered by this Agreement, then the County shall distribute proceeds of such bus fares to the City on a pro rata basis including all funding sources for the transit service, not to exceed the amount of City funding provided pursuant to this Agreement.
3. **Term.** This Agreement shall be effective through December 31, 2026.
4. **Ridership Data.** The County shall share with the City any data collected by the County during the term of this Agreement related to ridership and use of the service provided under this Agreement.

5. Entire Agreement. The written terms and provisions of this Agreement shall supersede all prior and verbal or written statements of any official or other representative of the County or City, and such statements shall not be effective or be construed as entering, forming a part of, or altering in any way this written Agreement.
6. Amendment. Any change to the terms of this Agreement shall be made only in writing and must be approved by the Parties.
7. Cash Basis Law. The Parties are obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the Party's current budget year. In the event a Party does not so budget and appropriate the funds, the Parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.
8. Governing Law and Venue. This Agreement is entered pursuant to and shall be construed in accordance with the laws of the state of Kansas. Any litigation arising from this Agreement or obligations under this Agreement shall have proper venue in the District Court of Johnson County, Kansas.
9. Force Majeure. If either Party is unable, because of force majeure, to perform its obligations under this Agreement, performance of such obligations by such Party, so far as they are affected by such force majeure, shall be excused from the inception of any such inability. The term "force majeure", as used in this Agreement, shall mean any act, event, cause or occurrence rendering a Party unable to perform its obligations that is not within the reasonable control of such Party. In no event shall either Party be liable to the other for incidental, consequential or any other damages resulting from an act of force majeure.
10. Indemnification. Each Party to this Agreement shall assume the risk of liability arising from its conduct. Neither Party agrees to insure, defend, or indemnify the other. The Parties agree and acknowledge that circulator route service under this Agreement will be provided or supported by a third-party vendor under separate contract with the County (the "Vendor") and that such third-party vendor contract requires the Vendor to defend, indemnify, and hold harmless Johnson County, Kansas, the Board of County Commissioners of Johnson County, Kansas, Johnson County Transit, and any officers, officials, agents, employees, and contractors thereof from and against any and all claims arising out of conduct thereunder, including conduct in connection with this Agreement. Nothing in this Section shall be construed as a waiver by the County or the City of any immunities, defenses, limitations of liability, or other protections afforded under applicable law, including but not limited to the Kansas Tort Claims Act, nor as creating any liability in excess of the limitations established by law.

11. Third-Party Beneficiary Rights. The Parties do not intend to create the status of a third-party beneficiary in any other individual or entity, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement or to bring an action for the breach of this Agreement.

The Parties acknowledge that they have read, understood, and accept this entire Agreement.

CITY OF LENEXA, KANSAS

**BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS**

By: _____
JULIE SAYERS, *Mayor*

By: _____
MIKE KELLY, *Chairman*

ATTEST:

ATTEST:

By: _____
JENNIFER MARTIN, *City Clerk*

By: _____
MEGAN JOHNSON, *Deputy County Clerk*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
SEAN MCLAUGHLIN, *City Attorney*

By: _____
SCOTT ABBOTT, *Assistant County Counselor*

EXHIBIT A

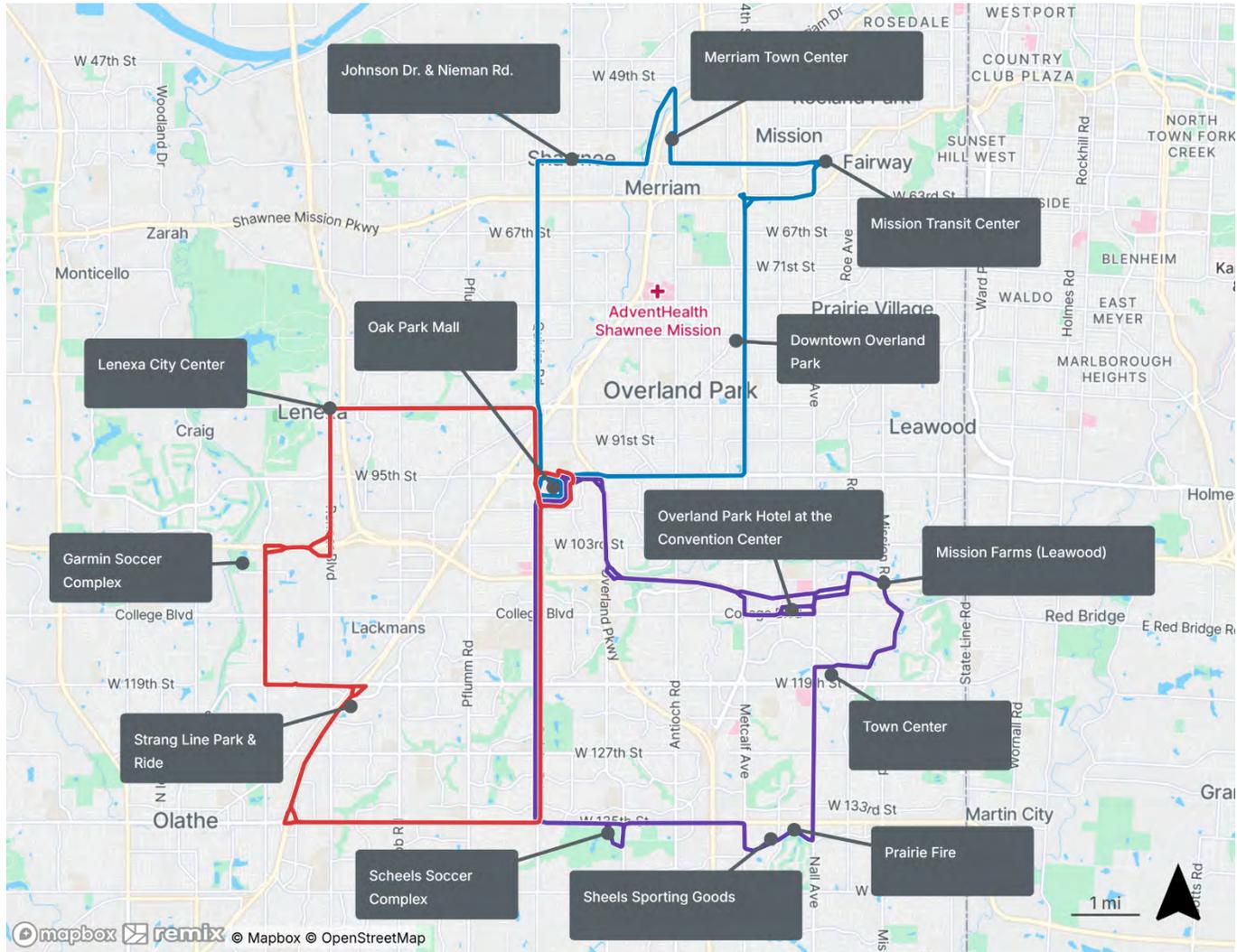


EXHIBIT B

Total Cost of Service	\$5,700,000	
JoCo Gov Contribution	\$500,000	
KDOT contribution	\$1,500,000	
JoCo Transit Contribution	\$3,300,000	\$0
Remainder Balance:	\$400,000	

Total Pop	City	Population	Pop Share	Weighted	Cost Share
622,237	Overland Park	197,089	0.316742656	0.37	\$149,488
	Olathe	147,461	0.236985264	0.28	\$111,846
Combined Pop	Shawnee	69,417	0.111560386	0.13	\$52,651
527,372	Lenexa	58,536	0.09407348	0.11	\$44,398
	Leawood	33,980	0.054609417	0.06	\$25,773
Remainder Pop	Merriam	10,875	0.017477263	0.02	\$8,248
94,865	Mission	10,014	0.016093546	0.02	\$7,595
	Totals	527,372	0.847542014	1.00	\$400,000