



## Agenda

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

**OCTOBER 5, 2021  
7:00 PM  
COMMUNITY FORUM**

**CALL TO ORDER** Pledge of Allegiance

**ROLL CALL**

**APPROVE MINUTES** September 21, 2021 City Council Meeting draft minutes  
(located in the Appendix)

**MODIFICATION OF  
AGENDA**

**PROCLAMATIONS** Fire Prevention Month  
National Arts and Humanities Month  
Home Rule Day - October 11

**PRESENTATIONS** Lenexa Economic Development Council and Convention  
and Visitors Bureau Semi-Annual Reports (located in the  
Appendix)

**CONSENT AGENDA** **Item Numbers 1 through 5**  
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. Resolution authorizing the dedication of a permanent drainage easement and temporary construction easements on City-owned property

*To accommodate development of the Silverleaf subdivision located at the northeast corner of 95th Street and Monticello Road, a permanent drainage easement and temporary construction easements are necessary. The developer will be responsible for installing the necessary public infrastructure*

*at their own cost. The proposed drainage easement will accommodate storm sewer pipe and riprap from the new subdivision.*

2. Resolution approving the annual investment policy for operating funds

*The Pooled Money Investment Board for the State of Kansas requires government entities with expanded investment powers to review and adopt an investment policy on an annual basis. Staff and the City's investment consultant have reviewed the existing policy and do not recommend any changes.*

3. Resolution calling for a public hearing to consider approving Redevelopment Project Plan 8 in the Ridgeview Mining TIF District (The Retreat on the Prairie)

*This resolution is only to provide notice of a public hearing on November 16, 2021, at which time the Governing Body will consider approving Redevelopment (TIF) Project Plan 8 ("Project Plan 8") encompassing 41 acres in the northwest corner of K-10 Highway and Ridgeview Road in the Ridgeview Mining TIF District.*

4. Resolution approving the purchase of two heavy fire trucks from Conrad Fire Equipment, Inc.

*This resolution is for the 2022 CIP-approved purchase of two heavy fire trucks from Conrad Fire Equipment, Inc.*

5. Ordinance adopting the annual appropriation for the fiscal year 2022 budget

*As part of the annual budget process, state law requires the City to pass an ordinance authorizing and ratifying the payment of all claims and invoices received during fiscal year 2022 provided there are budgeted funds for the payments. The proposed ordinance also authorizes the Mayor to execute all ongoing licensing and maintenance agreements included in the annual budget that exceed \$75,000 without further approval.*

## **END OF CONSENT AGENDA**

## **PUBLIC HEARINGS**

6. Consideration of issuing industrial revenue bonds and a tax abatement for the 95th Street and Twilight Lane Project, located in the southwest corner of 95th Street and Twilight Lane

- a. Public hearing to consider exemption from ad valorem taxes for property financed with industrial revenue bonds
- b. Resolution determining the intent of the City to issue up to \$17 million in IRBs and approving a 10-year tax abatement with payment in lieu of taxes agreement

*The City received an application from Karbank Properties requesting the City issue approximately \$17 million in industrial revenue bonds to finance the acquisition, construction, and equipping of a multi-phase, approximately 142,500 square foot office/warehouse/manufacturing project located in the southwest corner of 95th Street and Twilight Lane. The applicant has also requested a 10-year, 50% tax abatement for the project. Pursuant to state law, the City must hold a public hearing to consider the cost benefit analysis and the granting of a tax abatement for the project.*

7. Consideration of a resolution to amend the fiscal year 2021 budget

- a. Public hearing to consider amending the fiscal year 2021 budget
- b. Resolution amending the fiscal year 2021 budget

*State law requires cities to publish notice and hold a public hearing before considering amendments to increase the annual budget. The proposed resolution amends the fiscal year 2021 budget for the Special Highway Fund, the Special Parks and Recreation Fund, the Prairie Creek Community Improvement District (CID) Fund, the Sonoma Plaza CID Fund, the City Center Area E CID Fund, and the Lenexa Point CID Fund.*

8. Consideration of vacating a utility easement and a storm water management area, located east of Cottonwood Street and directly north of 8029 Cottonwood Street

- a. Public hearing to consider a request to vacate a utility easement and a storm water management area
- b. Ordinance vacating a utility easement and a storm water management area

*The vacation request is to allow the property owner of Lot 18 and Tract B of Lexington Woods to add a detached structure to the north of the current home by replatting the two parcels once the vacation has been*

*approved.*

**NEW BUSINESS**

None

**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.

**COUNCILMEMBER REPORTS**

**STAFF REPORTS**

**ADJOURN**

**APPENDIX**

9. September 21, 2021 City Council Meeting draft minutes
10. Fire Prevention Month Proclamation
11. National Arts and Humanities Month Proclamation
12. Home Rule Day Proclamation
13. LEDC Semi-Annual Report
14. CVB Semi-Annual Report
15. Item 2 -- Draft investment policy
16. Item 3 -- Redevelopment Project Plan 8
17. Item 4 -- Fire Truck Purchase Agreement
18. Item 6 -- 95th and Twilight Project PILOT

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**

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**SUBJECT:** Resolution authorizing the dedication of a permanent drainage easement and temporary construction easements on City-owned property

**CONTACT:** Tim Green, Deputy Community Development Director

**DATE:** October 5, 2021

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**ACTION NEEDED:**

Adopt a resolution authorizing the dedication of a permanent drainage easement and temporary construction easements on City-owned property.

**PROJECT BACKGROUND/DESCRIPTION:**

The proposed Silverleaf subdivision, which is located at the northeast corner of 95th Street and Monticello Road, was recently approved by the Planning Commission. The developer is responsible for installing the necessary public infrastructure at their own cost, and has hired a consultant to begin design. The consultant has determined that a permanent drainage easement and two temporary construction easements are necessary. These easements are located on City-owned property and would accommodate storm sewer pipe and riprap. The permanent drainage easement is 20-feet wide by 25-feet long. The temporary construction easements are 1,800 square feet and 3,600 square feet respectively. The temporary construction easements are effective for three years.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation  
Vibrant Neighborhoods

**Guiding Principles**

Superior Quality Services

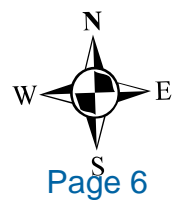
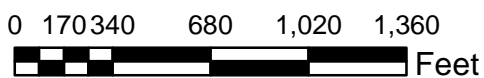
**ATTACHMENTS**

1. Map
2. Permanent Drainage Easement
3. Temporary Construction Easement
4. Resolution





**Silverleaf Subdivision  
Easement Dedication**





## PERMANENT DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **City of Lenexa** its heirs and assigns, hereinafter referred to as Grantor, does hereby grant to the **City of Lenexa**, Johnson County, Kansas, a municipal corporation, its heirs and assigns, hereinafter referred to as the Grantee, the following described permanent drainage easement for the sum of One Dollar (\$1.00) and/or other valuable consideration, the receipt of which is hereby acknowledged.

SEE EXHIBIT "A" WHICH BY REFERENCE  
BECOMES A PART HEREOF

The above described permanent drainage easement is to be used to locate, build, construct, maintain and repair stormwater drainage facilities, including grading, together with the necessary appurtenances thereto, together with the right of ingress and egress for the purpose of construction, maintenance and repairs to the above stated stormwater drainage facilities.

The Grantor(s) agrees that it (they) will not construct, plant or cause to be placed within the limits of this said easement any obstacle of a permanent nature. If any obstacle or thing is placed within the limits of this easement by the grantor(s), his representative or agent, the grantor(s) will in no way hold the City of Lenexa, Kansas or its assigns liable for any damage done thereto during any period of construction, maintenance or repair to the same drainage easement.

Grantor(s), their heirs, successors and assigns, hereby waive and release Grantee from any and all claims for damages or compensation either now or in the future arising by reason of the use of said land for the purposes described herein.

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of both parties hereto and it is understood that this agreement cannot be

changed or altered in any way except by writing, legally signed by both parties concerned herewith.

TO THESE COVENANTS, the Grantor(s) does hereby consent and agree.

**IN WITNESS WHEREOF**, the parties above named have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR**

**City of Lenexa**

Printed  
Name \_\_\_\_\_

Title \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  )     ss.  
COUNTY OF JOHNSON    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said County and State, came \_\_\_\_\_

\_\_\_\_\_, of the **City of Lenexa** who is known to me to be such person and who is known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IT WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

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

My Commission Expires: \_\_\_\_\_



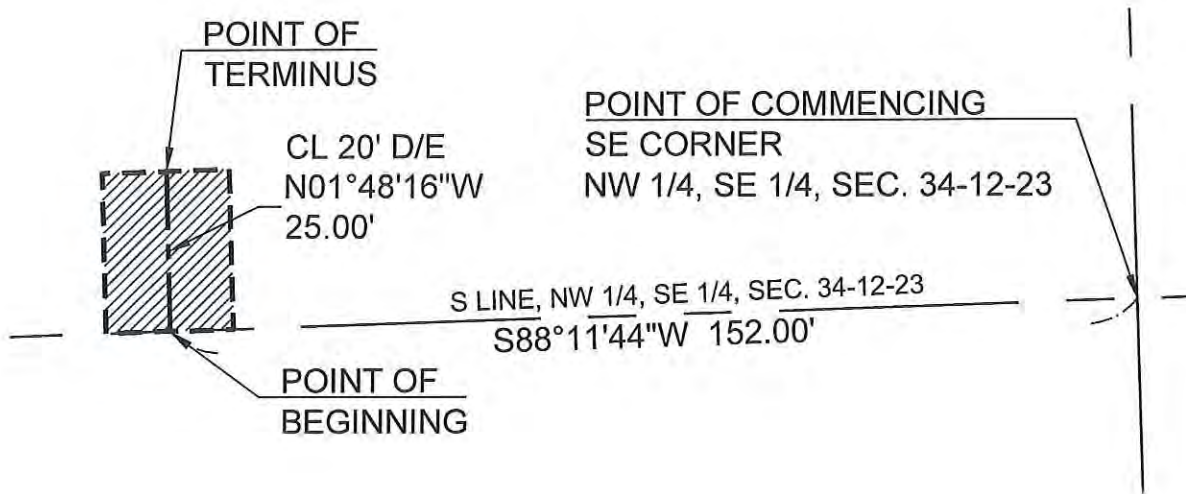
# EXHIBIT A

## PERMANENT DRAINAGE EASEMENT

### DESCRIPTION:

A tract of land being 20 feet in width, being part of the Northwest One-Quarter of the Southeast One-Quarter of Section 34, Township 12, Range 23, in the City of Lenexa, Johnson County, Kansas, the centerline being more particularly described as follows:

Commencing at the Southeast corner of the said Northwest One-Quarter of the Southeast One-Quarter; thence along the South line of the said Northwest One-Quarter of the Southeast One-Quarter, South 88 degrees 11 minutes 44 seconds West, a distance of 152.00 feet to the Point of Beginning; thence North 01 degrees 48 minutes 16 seconds West a distance of 25.00 feet to the Point of Terminus.



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

DRAWN BY:	JWT
CHECKED BY:	SCH
DATE:	09-16-2021
PROJECT NO:	20-119
SCALE:	1" = 30'
SHEET	1

	<b>SCHLAGEL</b>
	ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
	14920 West 107th Street • Lenexa, Kansas 66215 www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400
	Kansas State Certificates of Authority #E-296 #LA-29 #LS-54

PERMANENT DRAINAGE EASEMENT

## TEMPORARY CONSTRUCTION EASEMENT

*KNOW ALL PERSONS BY THESE PRESENTS*, that the **City of Lenexa**, of the Post Office of 17101 W 87<sup>th</sup> St Pkwy, Lenexa in the State of KANSAS, in consideration of One and No/100ths Dollars (\$1.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys unto **Silverleaf Development, LLC**, its successors and assigns, a Temporary Right-of-Way to be used to locate, build, construct, maintain and repair stormwater drainage facilities, including grading, together with the necessary appurtenances thereto, together with the right of ingress and egress for the purpose of construction, maintenance and repairs to the above stated stormwater drainage facilities, together with the right of ingress and egress, over and through the following premises in the County of Johnson in the State of Kansas, to wit:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO  
AND BY REFERENCE MADE A PART HEREOF

This grant is a Temporary Construction Easement for the purpose aforesaid and full consideration therefore is acknowledged. The said Temporary Construction Easement shall be no longer than three years.

All sod damaged by the installation of said line or by making future repairs or in removing said property, shall be replaced by grantee. Grantors agree that the planting of any trees or placing of other improvements on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation therefore.

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, and it is understood that this Agreement cannot be changed in any way except by writing, signed by the Grantors and a duly authorized agent of the Grantee.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seal on this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF LENEXA

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
  ) SS.  
COUNTY OF JOHNSON            )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned, a Notary Public in and for said County and State aforesaid, came \_\_\_\_\_, \_\_\_\_\_ of the City of Lenexa, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be the same person who executed the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

My Commission Expires: \_\_\_\_\_

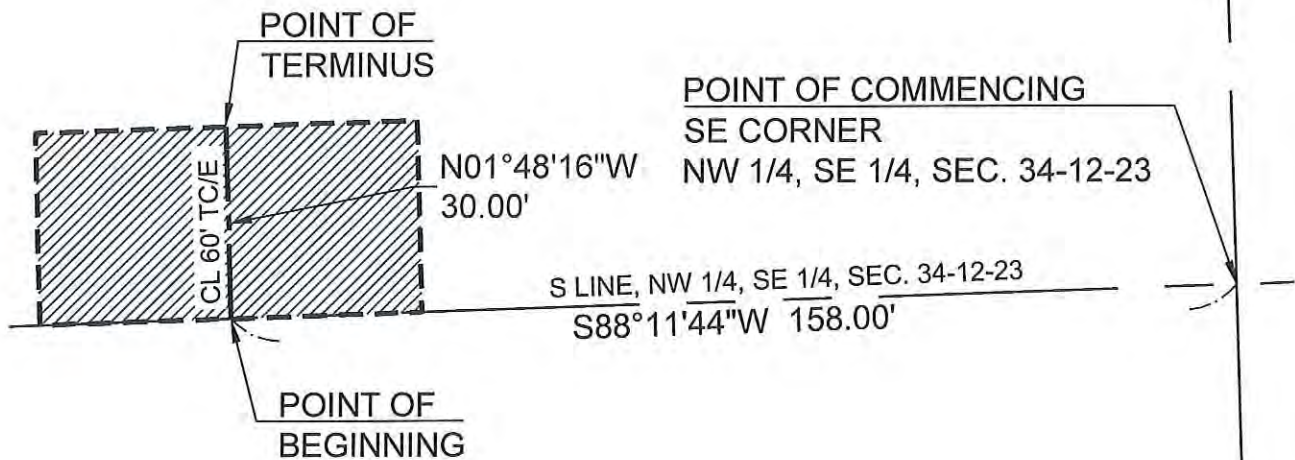
# EXHIBIT A

## TEMPORARY CONSTRUCTION EASEMENT

### DESCRIPTION:

A tract of land being 60 feet in width, being part of the Northwest One-Quarter of the Southeast One-Quarter of Section 34, Township 12, Range 23, in the City of Lenexa, Johnson County, Kansas, the centerline being more particularly described as follows:

Commencing at the Southeast corner of the said Northwest One-Quarter of the Southeast One-Quarter; thence along the South line of the said Northwest One-Quarter of the Southeast One-Quarter, South 88 degrees 11 minutes 44 seconds West, a distance of 158.00 feet to the Point of Beginning; thence North 01 degrees 48 minutes 16 seconds West a distance of 30.00 feet to the Point of Terminus.



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

DRAWN BY:	JWT
CHECKED BY:	SCH
DATE:	09-16-2021
PROJECT NO:	20-119
SCALE:	1" = 30'
SHEET	1

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TEMPORARY CONSTRUCTION EASEMENT



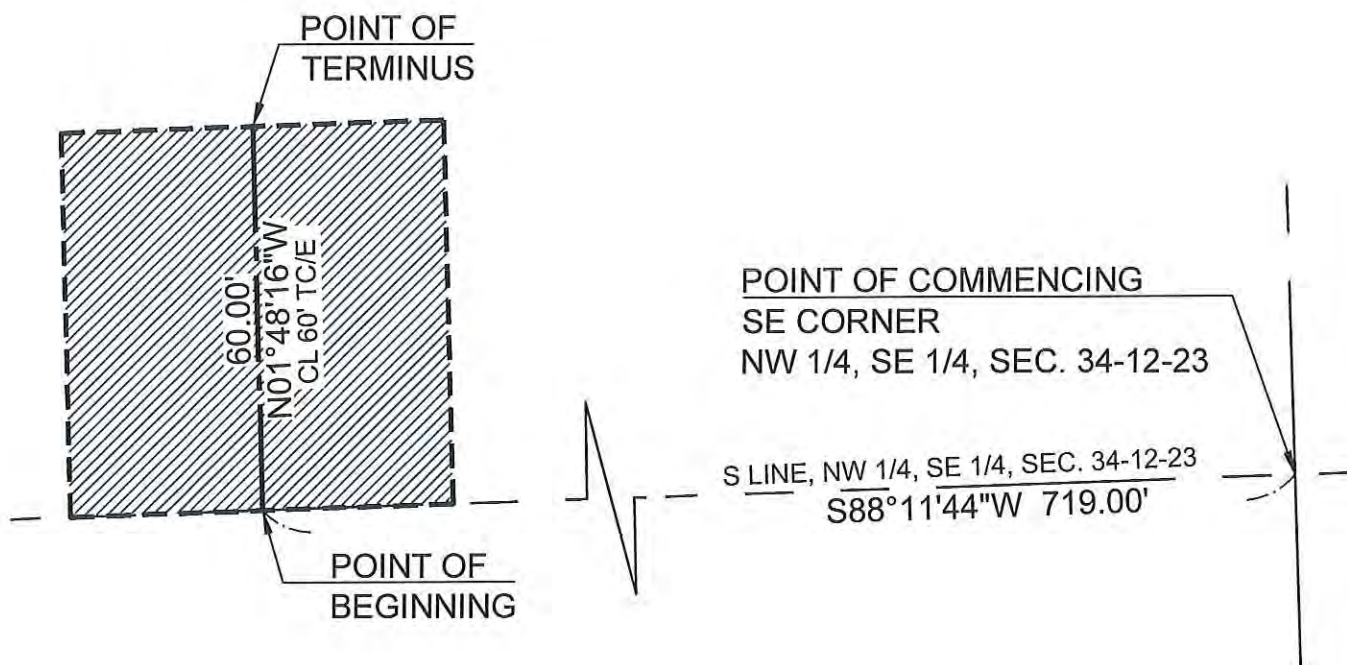
# EXHIBIT B

## TEMPORARY CONSTRUCTION EASEMENT

### DESCRIPTION:

A tract of land being 60 feet in width, being part of the Northwest One-Quarter of the Southeast One-Quarter of Section 34, Township 12, Range 23, in the City of Lenexa, Johnson County, Kansas, the centerline being more particularly described as follows:

Commencing at the Southeast corner of the said Northwest One-Quarter of the Southeast One-Quarter; thence along the South line of the said Northwest One-Quarter of the Southeast One-Quarter, South 88 degrees 11 minutes 44 seconds West, a distance of 719.00 feet to the Point of Beginning; thence North 01 degrees 48 minutes 16 seconds West a distance of 60.00 feet to the Point of Terminus.



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



DRAWN BY:	JWT
CHECKED BY:	SCH
DATE:	09-16-2021
PROJECT NO:	20-119
SCALE:	1" = 30'
SHEET	1

## SCHLAGEL

ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS

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

TEMPORARY CONSTRUCTION EASEMENT

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

**A RESOLUTION AUTHORIZING DEDICATION OF PERMANENT AND TEMPORARY EASEMENTS TO JOHNSON COUNTY WASTEWATER FOR THE SILVERLEAF SUBDIVISION.**

WHEREAS, the City of Lenexa ("City") is the owner of a parcel of property located at approximately the northeast corner of 95th Street and Monticello Road; and

WHEREAS, the City has been requested to grant permanent and temporary sanitary sewer easements on the parcel to accommodate the expansion of Johnson County Wastewater's sanitary sewer system; and

WHEREAS, the City has reviewed the sanitary sewer easements attached hereto as Exhibits "A" and "B" and found them to be acceptable.

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 Permanent Sanitary Sewer Easement and Temporary Sanitary Sewer Easement, attached hereto as Exhibits "A" and "B", respectively, and incorporated herein by reference.

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

ADOPTED by the Governing Body this 5th day of October, 2021.

SIGNED by the Mayor this 5th day of October, 2021.

[SEAL]

\_\_\_\_\_  
Courtney Eiterich, Council President  
Presiding as Mayor pursuant to Lenexa  
City Code Section 1-2-A-3

ATTEST:

\_\_\_\_\_  
Jennifer Martin, City Clerk

APPROVED AS TO FORM:

---

David Jack, Assistant City Attorney



**CITY COUNCIL  
MEMORANDUM**

**ITEM 2**

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**SUBJECT:** Resolution approving the annual investment policy for operating funds

**CONTACT:** Doug Robinson, Chief Financial Officer  
Briana Burrichter, Deputy Chief Financial Officer

**DATE:** October 5, 2021

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**ACTION NEEDED:**

Adopt the resolution approving the annual investment policy for operating funds.

**PROJECT BACKGROUND/DESCRIPTION:**

The Pooled Money Investment Board (PMIB) for the State of Kansas requires governmental entities with expanded investment powers to review and adopt an investment policy annually. The expanded investment powers allow the City to purchase investments maturing up to four years after the purchase date (without expanded powers, the City could only purchase investments maturing up to two years after the purchase date).

City staff and Columbia Capital Management, LLC (the City's investment advisor for operating funds) have reviewed the investment policy and do not recommend any changes. If the City Council approves the investment policy, staff will submit the policy to the PMIB later this year as part of the annual application to renew the City's expanded investment powers.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The investment policy guides the investment of the City's operating funds and bond proceeds. A separate policy applies to the City's Pension Fund investments.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

**Guiding Principles**

Prudent Financial Management

**ATTACHMENTS**

1. Resolution
2. Draft policy located in the Appendix



**RESOLUTION NO. 2021 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE CITY'S INVESTMENT POLICY.**

**WHEREAS**, K.S.A. 12-1677b grants expanded investment powers to municipalities where the governing body of the municipality has adopted an investment policy that is approved by the Kansas Pooled Money Investment Board (the "KPMIB"); and

**WHEREAS**, the City previously adopted Resolution No. 2020-92 approving an investment policy as set out in Governing Body Policy number GB-Finance-2 (the "Investment Policy"), to define investment objectives and to establish procedures to achieve those objectives; and

**WHEREAS**, in accordance with K.S.A. 12-1677b, the investment policy must be reviewed and approved at least annually or whenever the City makes changes in such investment policy; and

**WHEREAS**, staff requested Columbia Capital Management, LLC ("Columbia Capital"), who serves as the City's investment adviser for operating funds, review and recommend changes to the Investment Policy; and

**WHEREAS**, staff and Columbia Capital both recommend approval and re-adoption of the existing Investment Policy without any changes; and

**WHEREAS**, upon adoption by the Governing Body, staff will submit the Investment Policy to the KPMIB as part of the City's annual application for continuation of the City's expanded investment powers.

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

**SECTION ONE:** The Governing Body hereby adopts the existing Investment Policy attached hereto as Exhibit "A" and incorporated herein by reference, as Governing Body Policy number GB-Finance-2.

**SECTION TWO:** Upon adoption of this Resolution, the City's current Investment Policy number GB-Finance-2 adopted on October 6, 2020 will be amended to reflect its re-adoption effective October 5, 2021 with no additional changes..

**SECTION THREE:** This Resolution shall become effective upon adoption.

ADOPTED by the Governing Body this 5<sup>th</sup> day of October, 2021.

SIGNED by the Mayor this 5<sup>th</sup> day of October, 2021.

CITY OF LENEXA, KANSAS

[SEAL]

---

Courtney Eiterich, Council President  
Presiding as Mayor pursuant to Lenexa  
City Code Section 1-2-A-3

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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Sean McLaughlin, City Attorney



**CITY COUNCIL  
MEMORANDUM**

**ITEM 3**

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**SUBJECT:** Resolution calling for a public hearing to consider approving Redevelopment Project Plan 8 in the Ridgeview Mining TIF District (The Retreat on the Prairie)

**CONTACT:** Sean McLaughlin, City Attorney

**DATE:** October 5, 2021

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**ACTION NEEDED:**

Adopt a resolution calling for a public hearing to consider approving Redevelopment Project Plan 8 in the Ridgeview Mining TIF District (The Retreat on the Prairie).

**PROJECT BACKGROUND/DESCRIPTION:**

This resolution is only to provide notice of a public hearing on November 16, 2021, at which time the Governing Body will consider approving Redevelopment (TIF) Project Plan 8 ("Project Plan 8") encompassing 41 acres in the northwest corner of K-10 Highway and Ridgeview Road in the Ridgeview Mining TIF District.

Pursuant to state law, before a tax increment financing (TIF) project plan is considered by a governing body, a city's planning commission must first examine the proposed project plan in light of the city's comprehensive plan and make a finding that the two plans are consistent with each other. Project Plan 8 will be considered at the Lenexa Planning Commission meeting on October 4, 2021.

The project is to be completed on behalf of Lane 4 Property Group, Inc. ("Developer") and includes construction of

- A 373-unit multi-family development in five buildings with a clubhouse and amenities;
- 19,000 square feet of retail, restaurant, and commercial uses in three buildings;
- An 85,000 square foot, 130 room hotel;
- 38,500 square feet of office; and
- Access roads, surface parking, sidewalks, landscaping, site development, and associated infrastructure, located in the Project Plan 8 area.

The TIF increment generated from the Project Plan 8 area would be used to reimburse the Developer for its TIF eligible costs. The eligible costs, priority, and terms of reimbursement would be set forth in a Disposition and Development Agreement (DDA), but generally provide for the Developer to be reimbursed with TIF increment up to a maximum reimbursement of \$21,900,029, commencing upon substantial completion of the construction in accordance with approved plans and permits. Project Plan 8 also contemplates up to \$15 million in public TIF reimbursable costs for public improvements located within the Ridgeview Mining TIF District.

Consideration of the DDA is also contemplated to occur at the November 16, 2021 City Council meeting, if

Project Plan 8 is approved. Because information regarding Project Plan 8 will be available for review by the public after publication of this resolution, a copy of Project Plan 8 is also included for your information.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

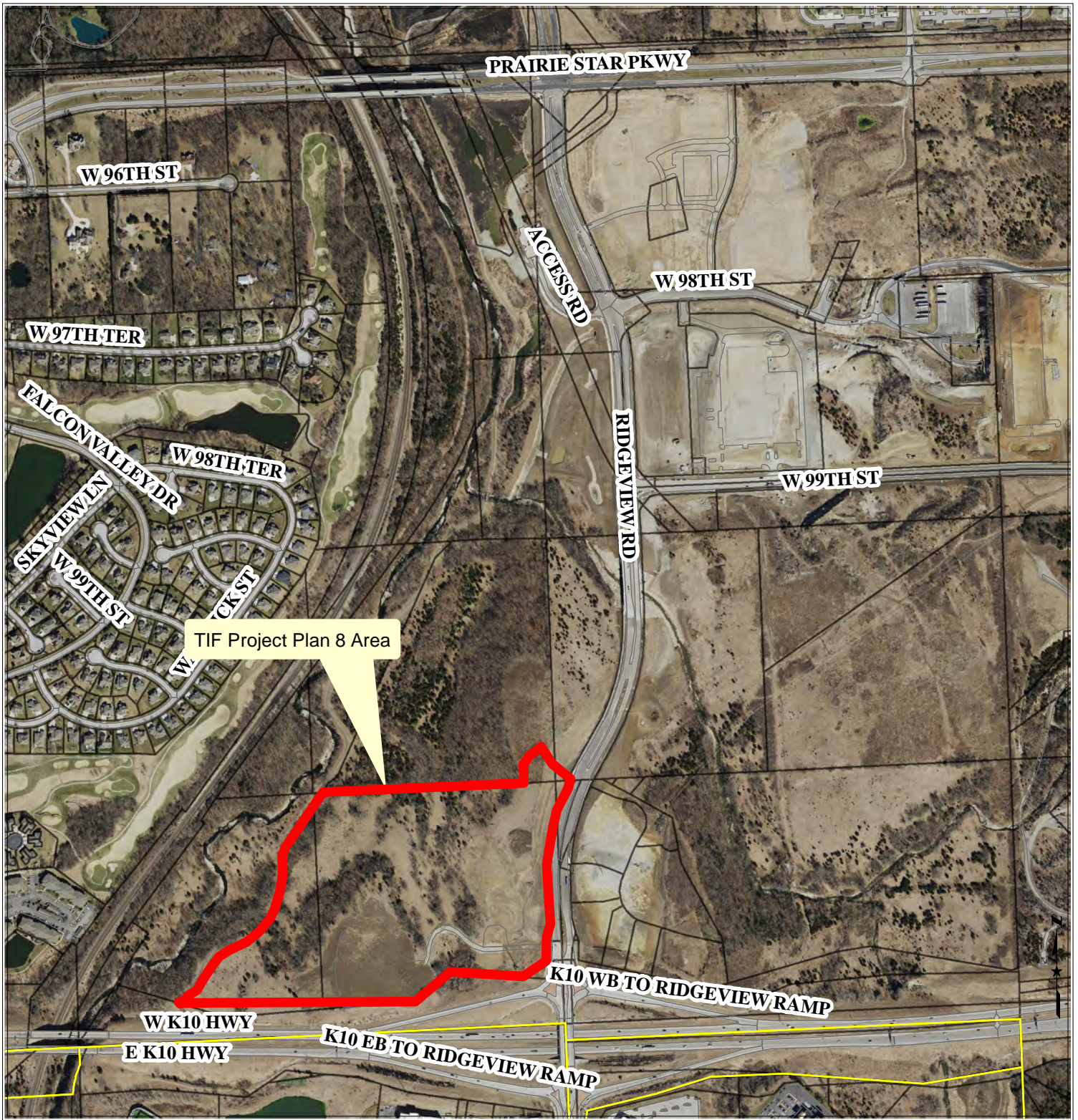
**Vision 2040**  
Thriving Economy

**Guiding Principles**  
Responsible Economic Development

**ATTACHMENTS**

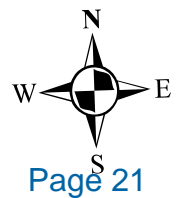
- 1. Map
- 2. Resolution
- 3. Redevelopment Project Plan 8 located in the Appendix





**Retreat on the Prairie  
TIF Project Plan 8**

0 190 380 760 1,140 1,520  
Feet





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

**A RESOLUTION PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADOPTION OF REDEVELOPMENT PROJECT PLAN 8 FOR THE RIDGEVIEW MINING TIF DISTRICT (THE RETREAT ON THE PRAIRIE PROJECT).**

WHEREAS, the Lenexa City Council on June 17, 1997 adopted Ordinance No. 4074 establishing a Redevelopment District pursuant to K.S.A. 12-1770 et seq., as amended ("Original District"); and

WHEREAS, the Original District was amended on January 19, 2010 by Ordinance No. 5135 electing to apply the provisions of K.S.A 12-1770 et. seq (2001) as thereafter amended (the "Act") and further amended June 1, 2010 by Ordinance No. 5145, at which time the Original District and a portion of the South Mining TIF District were combined to create the Ridgeview Mining Development District (the "Ridgeview Mining TIF District" or the "District"); and

WHEREAS, the Governing Body desires to consider adopting Redevelopment (TIF) Project Plan 8 ("Project Plan 8") in accordance with the Act. The purpose of Project Plan the construction of a mixed-use project consisting of a multi-family residential complex and approximately five pad sites that will have various commercial uses including but not limited to retail, restaurants, office, convenience and gas station, and hotel and associated improvements in the Project Plan 8 area; and

WHEREAS, a feasibility study has been completed which indicates the benefits derived from Project Plan 8 are significant. Revenues from the redevelopment (TIF) project area included in Project Plan 8, the District and other available revenues are expected to be sufficient to pay for the eligible TIF reimbursable project costs; and

WHEREAS, on October 4, 2021, the Planning Commission of the City reviewed Project Plan 8 and passed its Resolution No. 2021 - \_\_\_\_ finding that Project Plan 8 is consistent with the comprehensive general plan for the development of the City.

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

SECTION 1: A public hearing to consider the adoption of Project Plan 8 shall be held at the City Council meeting on Tuesday, November 16, 2021 at 7:00 p.m., Central Standard Time, or as soon thereafter as it can be heard, at the Lenexa City Hall, 17101 W. 87<sup>th</sup> Street Parkway, Lenexa, Kansas.

SECTION 2: The amended redevelopment district was approved on June 1, 2010, and its boundaries are as follows:

An area within the City of Lenexa, Kansas the area is generally located in the southwest corner of 95th Street and Renner Boulevard and more specifically described as follows:

That part of the entire 95th Street right-of-way adjacent to or a part of the north section line of Section 6, Township 13, Range 24; and

All that part of Section 6, Township 13, Range 24 and the East half of Section 1, Township 13, Range 23, now in the city limits of Lenexa, Johnson County, Kansas, lying both above and below the Farley ledge of Limestone or where such ledge does not exist, the projected plane thereof, as defined by a qualified geologist and more particularly described as follows:

Commencing from the Point of Beginning at the Northeast corner of Section 6, Township 13, Range 24, following the East section line of Section 6, a distance of 1997.13 feet, thence South 87°39'32" West, a distance of 363 feet, thence South 02°20'28" East a distance of 600 feet, thence North 87°39'32" East a distance of 363 feet to the East line of Section 6, thence commencing Southeast along the East section line of Section 6 a distance of 1744 feet±, thence South 86°47'24" West a distance of 60 feet to the beginning of the North right-of-way line of K-10 Highway, thence following the K-10 Highway right-of-line approximately South 86°0'0" West a distance of 385±, thence approximately South 48°0'0" West a distance of 1059 feet± along K-10 right-of-way, thence approximately North 02°0'0" West a distance of 1051 feet±, thence approximately South 87°0'0" west a distance of 1376 feet± to the West quarter section line of the Southeast quarter of Section 6, thence Northwesterly to the Northwest corner of the Southeast quarter section of Section 6, thence Southwesterly along the North line of the Southwest quarter section of Section 6 to the West line of Section 6, thence approximately South 86°0'0" West a distance of 759 feet± to the South right-of-line of Atchison Topeka Santa Fe Railroad Line, thence South 33°0'0" West a distance of 913 feet±, thence approximately North 02°0'0" West a distance of 240 feet± to the North right-of-line of Atchison Topeka Santa Fe Railroad Line, thence following the radius of the right-of-way line Northeasterly as it curves around to intersect with the North line of the Northeast 1/4 section of Section 1, Township 13, Range 23, thence following the North line of the Northeast 1/4 section of Section 1 Northeasterly to the North line of Section 6, Township 13, Range 24, thence following the North line of Section 6 Northeasterly to the Point of Beginning:

## AND EXCEPT

The subject land identified by County parcel number IF241306-3013 which is legally defined and identified as follows:

All that part of the north 1/2 of Section 6, Township 13, Range 24, now in the City of Lenexa, Johnson County, Kansas, lying above the Farley ledge of Limestone, or where such ledge does not exist, the projected plane thereof, as defined by a qualified geologist, more particularly described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 6; thence South 87 degrees 45 minutes 27 seconds West, along the North line of the Northeast 1/4 of said Section 6, a distance of 1,505.75 feet, to the true point of beginning of subject tract; thence continuing South 87 degrees 45 minutes 37 seconds West, along the North line of the Northeast 1/4 of said Section 6, a distance of 1,136.78 feet, to the Northwest corner thereof; thence South 87 degrees 46 minutes West, along the North line of the Northwest 1/4 of said Section 6, a distance of 388.16 feet; thence South 2 degrees 14 minutes East, a distance of 1,315.92 feet to a point on the South line of the North 1/2 of the Northwest 1/4 of said Section 6; thence North 87 degrees 20 minutes 17 seconds East, along the South line of the North 1/2 of the Northwest 1/4 of said Section 6, a distance of 389.26 feet, to the Southeast corner thereof; thence North 87 degrees 19 minutes 04 seconds East, along the South line of the North 1/2 of the Northeast 1/4 of said Section 6, a distance of 1,135.87 feet; thence North 2 degrees 14 minutes 23 seconds West, a distance of 1,304.24 feet, to the true point of beginning of subject tract.

## AND INCLUDING

A tract of land being part of the Southeast Quarter of Section 1, Township 13 South, Range 23 East and part of the South Half of Section 6, Township 13 South, Range 24 East, in the City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

Commencing at the Southeast corner of said Section 1; thence along the East line of said Section 1, N 2° 10' 25" W, a distance of 346.80 feet, to a point on the North right-of-way line of Kansas Highway No. 10, as now established, said point also being the True Point of Beginning of subject tract; thence along said North right-of-way line of Kansas Highway No. 10, S 87° 59' 30" W, a distance of 47.80 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 12° 02' 30" W, a distance of 103.10 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 86° 51' 30" W, a distance of 539.10 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 51° 41' 30" W, a distance of 256.10



feet; thence along said North right-of-way line of Kansas Highway No. 10, S 85° 06' 30" W, a distance of 602.50 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 85° 38' 30" W, a distance of 426.40 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 72° 59' 30" W, a distance of 271.17 feet; thence departing said North right-of-way line of Kansas Highway No. 10, N 50° 06' 31" E, a distance of 95.92 feet, to a point of curvature; thence Northeasterly, along a curve to the left, having a radius of 165.00 feet and a central angle of 25° 05' 19", a distance of 72.25 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the right, having a radius of 385.00 feet, a central angle of 40° 23' 13" and whose initial tangent bearing is N 25° 01' 12" E, a distance of 271.38 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the left, having a radius of 415.00 feet a central angle of 47° 16' 26" and whose initial tangent bearing is N 65° 24' 25" E, a distance of 342.41 feet, to a point of tangency; thence N 18° 08' 01" E, a distance of 50.19 feet, to a point of curvature; thence Northerly, along a curve to the left, having a radius of 415.00 feet and a central angle of 20° 23' 48", a distance of 147.74 feet, to a point of reverse curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 231.06 feet, a central angle of 37° 05' 46" and whose initial tangent bearing is N 2° 15' 49" W, a distance of 149.60, to a point of tangency; thence N 34° 49' 59" E, a distance of 314.86 feet, to a point on the North line of the South Half of the Southeast Quarter of said Section 1; thence continuing N 34° 49' 59" E, a distance of 55.59 feet; thence N 54° 36' 41" E, a distance of 60.11 feet; thence N 24° 13' 55" E, a distance of 1,309.20 feet; thence N 46° 51' 14" E, a distance of 127.56 feet, to a point on the North line of the Southeast Quarter of said Section 1; thence along said North line of the Southeast Quarter of Section 1, N 86° 51' 14" E, a distance of 511.04 feet to the Northeast corner of said Southeast Quarter, said point also being the Northwest corner of the Southwest Quarter of said Section 6; thence along the North line of said Southwest Quarter of Section 6, N 87° 15' 30" E, a distance of 2,484.11 feet to the Northeast corner of said Southwest Quarter of Section 6; thence along the East line of said Southwest Quarter of Section 6, S 2° 07' 59" E, a distance of 2,482.60 feet, to a point on the North right-of-way line of said Kansas Highway No. 10; thence along said North right-of-way line of Kansas Highway No. 10, S 88° 36' 26" W, a distance of 706.19 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 84° 22' 10" W, a distance of 544.40 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 66° 00' 10" W, a distance of 269.30 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 74° 32' 50" W, a distance of 577.20 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 88° 39' 10" W, a distance of 341.70 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 18° 53' 50" W, a distance of 104.40 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 87° 48' 10" W, a distance of 60.90 feet, to the True Point of Beginning and containing 211.4 acres more or less.

And including the Southwest Quarter of the Southeast Quarter of Section 6, Township 13 South, Range 24 East, in the City of Lenexa, Johnson County, Kansas and containing 40.4 acres more or less.

AND INCLUDING

A tract of land in the Northeast Quarter of Section 6, Township 13 South, Range 24 East, City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

The East 363 feet of the South 600 feet of the of the South Half of said Northeast Quarter of Section 6, except the North 120 feet of the East 181.5 feet of said South 600 feet, and containing 4.50 acres more or less.

AND INCLUDING

A tract of land in the Northeast Quarter of Section 6, Township 13 South, Range 24 East, City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

The North 120 feet of the East 181.5 feet of the south 600 feet of the South Half of said Northeast Quarter of Section 6, and containing 0.50 acres more or less.

AND INCLUDING

A tract of land in the Southeast Quarter of Section 6, Township 13 South, Range 24 East, City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

All that part of the Kansas State Highway 10 right-of-way lying in the East Half of said Southeast Quarter of Section 6, and containing 19.7 acres more or less.

SECTION 3: The boundaries of the area proposed to be included within the project area which is the subject of Project Plan 8 are legally described as:

Tract 1:

All that part of the South Half of the Southeast Quarter of Section 1 , Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence North 2 degrees 10 minutes 24 seconds West, (North 0 degrees 34 minutes West, Deed), along the East line of said Quarter Section, a distance of 346.80 feet, to the North right-of-way line of Kansas Highway No. 10, and the point of beginning;

thence South 87 degrees 59 minutes 30 seconds West, (South 89 degrees 23 minutes West, Deed), along said North right-of-way line, a distance of 47.80 feet, (49.1 feet, Deed); thence South 12 degrees 02 minutes 30 seconds West, (South 13 degrees 26 minutes West, Deed), along said North right-of-way line, a distance of 103.10 feet; thence North 86 degrees 51 minutes 30 seconds West, (North 85 degrees 28 minutes West, Deed), along said North right-of-way line, a distance of 539.10 feet; thence South 51 degrees 41 minutes 30 seconds West, (South 53 degrees 05 minutes West,

Deed), along North right-of-way line, a distance of 256.10 feet; thence South 85 degrees 06 minutes 30 seconds West, (South 86 degrees 30 minutes West, Deed), along said North right-of-way line, a distance of 602.50 feet; thence South 85 degrees 38 minutes 30 seconds West, (South 87 degrees 02 minutes West, Deed), along said North right-of-way line, a distance of 426.40 feet; thence North 72 degrees 59 minutes 30 seconds West, (North 71 degrees 36 minutes West, Deed), along said North right-of-way line, a distance of 271.27 feet; thence North 50 degrees 06 minutes 40 seconds East, departing said North right-of-way line, a distance of 95.97 feet, to a point of curvature; thence Northeasterly, along a curve to the left, having a radius of 165.00 feet, and a central angle of 25 degrees 05 minutes 15 seconds, a distance of 72.25 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the right, having a radius of 385.00 feet, and a central angle of 40 degrees 23 minutes 11 seconds, a distance of 271.38 feet, to a point of reverse curvature; thence Northeasterly and Northerly, along a curve to the left, having a radius of 415.00 feet, and a central angle of 47 degrees 16 minutes 27 minutes (sic seconds), a distance of 342.41 feet, to a point of tangency; thence North 18 degrees 08 minutes 10 seconds East, a distance of 50.19 feet, to a point of curvature; thence Northerly, along a curve to the left, having a radius of 415.00 feet, and a central angle of 20 degrees 23 minutes 50 seconds, a distance of 147.74 feet, to a point of reverse curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 231.06 feet, and a central angle of 37 degrees 05 minutes 49 seconds, a distance of 149.60 feet, to a point of tangency; thence North 34 degrees 50 minutes 08 seconds East, a distance of 314.86 feet, to the North line of the South Half of said Quarter Section; thence North 87 degrees 01 minutes 13 seconds East, along said North line, a distance of 1273.39 feet, to the East line of said Quarter Section; thence South 2 degrees 10 minutes 24 seconds East, along said East line, a distance of 977.30 feet, to the point of beginning.

#### Tract 2:

All that part of the Northwest Quarter of the Southwest Quarter of Section 6, Township 13, Range 24, now in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 6; thence North 20 degrees 10 minutes 24 minutes (sic seconds) West, along the West line

of the Southwest Quarter of said Section 6, a distance of 1324.10 feet, to the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 6, said point also being the true point of beginning of subject tract; thence continuing North 2 degrees 10 minutes 24 seconds West, along the West line of the Northwest Quarter of the Southwest Quarter of said Section 6, a distance of 83.89 feet; thence Southerly and Southeasterly, along a curve to the left having a radius of 376 feet, a central angle of 20 degrees 38 minutes 07 seconds and whose initial tangent bearing is South.43 degrees 52 minutes 34 seconds East, a distance of 135.42 feet, to a point on the South line of the Northwest Quarter of the Southwest Quarter of said Section 6; thence South 87 degrees 16 minutes 53 seconds West, along the South line of the Northwest Quarter of the Southwest Quarter of said Section 6, a distance of 106.17 feet, to the true point of beginning of subject tract.

Tract 3:

All that part of the Northeast Quarter of the Southeast Quarter of Section 1, Township 13, Range 23, in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 1; thence North 2 degrees 10 minutes 24 seconds West, along the East line of the Southeast Quarter of said Section 1, a distance of 1324.10 feet, to the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 1, said point also being the true point of beginning of subject tract; thence South 87 degrees 01 minutes 13 seconds West, along the South line of the Northeast Quarter of the Southeast Quarter of said Section 1, a distance of 178.01 feet; thence North 2 degrees 58 minutes 47 seconds West, a distance of 47.53 feet, to a point of curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 138 feet and a central angle of 56 degrees 04 minutes 30 seconds, a distance of 135.06 feet, to a point of tangency; thence North 53 degrees 05 minutes 43 seconds East, a distance of 51.69 feet; thence South 36 degrees 54 minutes 17 seconds East, a distance of 85.19 feet, to a point of curvature; thence Southerly and Southeasterly, along a curve to the left, having a radius of 376 feet and a central angle of 6 degrees 58 minutes 17 seconds, a distance of 45.75 feet, to a point on the East line of the Northeast Quarter of the Southeast Quarter of said Section 1; thence South 2 degrees 10 minutes 24 seconds East, along the East line of the Northeast Quarter of the Southeast Quarter of said Section 1, a distance of 83.89 feet, to the true point of beginning of subject tract.

Tract 4:

All that part of the South Half of the Southwest Quarter of Section 6, Township 13, Range 24, in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the South Half of the Southwest Quarter of said Section 6; thence

North 2 degrees 10 minutes 24 seconds West, along the West line of the South Half of the Southwest Quarter of said Section 6, a distance of 1159.33 feet, to the true point of beginning of subject tract; thence continuing North 2 degrees 10 minutes 24 seconds West, along the West line of the South Half of the Southwest Quarter of said Section 6, a distance of 164.77 feet, to the Northwest corner thereof; thence North 87 degrees 16 minutes 53 seconds East, along the North line of the South Half of the Southwest Quarter of said Section 6, a distance of 106.17 feet; thence Southwesterly and Southerly, along a curve to the left, having a radius of 811 feet, a central angle of 13 degrees 56 minutes 33 seconds and whose initial tangent bearing is South 37 degrees 25 minutes 56 seconds West, a distance of 197.35 feet, to the true point of beginning of subject tract.

A sketch depicting the proposed area to be redeveloped is attached as Exhibit A.

SECTION 4: Project Plan 8, including the feasibility study and a description and a sketch of the area to be redeveloped, are available for inspection during regular business hours in the office of the City Clerk. Because no relocation is required by the Project Plan, no relocation assistance plan is included, and there are no financial guarantees of prospective developers.

SECTION 5: The City Clerk shall mail a copy of this Resolution, the sketch included in Exhibit A and a courtesy copy of Project Plan 8, by certified mail, return receipt requested, to the Board of County Commissioners of Johnson County, Kansas, the Board of Education of Unified School District No. 512, Johnson County, Kansas, and the Board of Education of Unified School District No. 233, Johnson County, Kansas. The City Clerk shall also mail copies of the above by certified mail to each owner and occupant of land within the proposed redevelopment project area not more than 10 days following the date of adoption of this Resolution.

SECTION 6: This Resolution and the sketch of the area proposed to be included within the Project Plan 8 area (as reflected on Exhibit A), shall be published by the City Clerk once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing.



ADOPTED by the Governing Body this 5<sup>th</sup> day of October, 2021.

SIGNED by the Mayor this 5<sup>th</sup> day of October, 2021.

CITY OF LENEXA, KANSAS

[SEAL]

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Courtney Eiterich, Council President  
Presiding as Mayor pursuant to Lenexa  
City Code Section 1-2-A-3

Attest:

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Jennifer Martin, City Clerk

Approved As To Form:

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Sean McLaughlin, City Attorney

# Exhibit A



Retreat on the Prairie  
TIF Project Plan 8

0 190 380 760 1,140 1,520  
Feet





**CITY COUNCIL  
MEMORANDUM**

**ITEM 4**

**SUBJECT:** Resolution approving the purchase of two heavy fire trucks from Conrad Fire Equipment, Inc.

**CONTACT:** Bob Welch, Battalion Chief of Logistics

**DATE:** October 5, 2021

**ACTION NEEDED:**

Adopt a resolution approving the purchase of two heavy fire trucks from Conrad Fire Equipment, Inc.

**PROJECT BACKGROUND/DESCRIPTION:**

The FY 2022 Capital Improvement Program (CIP) includes the purchase of two fire trucks. The new trucks are 2022 Pierce Manufacturing, Inc. 107-foot aerial fire trucks with 1500 GPM class "A" pumps. These trucks will replace current front-line Fleet #9501 (2011 class "A" engine/pumper with a 75-foot aerial ladder) and Fleet #9503 (2013 class "A" engine/pumper with a 75-foot aerial ladder). Fleet #9501 and #9503 will remain in service and be reassigned to reserve status. Two former reserve trucks, Fleet #922 and Fleet #952, were recently forced to be decommissioned after unrepairable cracks were discovered in the vehicle frames. No current reserve truck will be traded/sold as part of this agreement.

These fire trucks were chosen for the following reasons:

- Increasing from a 75-foot aerial ladder to a 107-foot aerial ladder is an industry innovation since our last aerial truck was purchased. This additional 32-foot ladder reach is of great value to fire department tactical operations and emergency incident mitigation.
- Purchasing from Conrad Fire Equipment (located in Olathe, Kansas) provides local availability of repair parts and authorized manufacturer repair/service.
- City of Lenexa Municipal Service Fleet mechanics have specialized training to repair Pierce fire trucks.
- High quality of product and Pierce's willingness to stand behind their workmanship.

The fire trucks, expected for delivery within 13-15 months, 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 trucks' 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:**

Agreement price per truck	\$1,245,881.48
Total purchase price for two trucks	\$2,491,762.96
Budgeted in 2022 CIP	\$2,500,000.00

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Healthy People

**Guiding Principles**

Superior Quality Services  
Prudent Financial Management  
Strategic Community Investment

**ATTACHMENTS**

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







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

**A RESOLUTION APPROVING THE PURCHASE OF TWO HEAVY FIRE TRUCKS FROM CONRAD FIRE EQUIPMENT, INC.**

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, two reserve-status trucks, Fleet #922 and Fleet #952, were recently forced to be decommissioned as a result of unrepairable cracks in the vehicle frames; and

WHEREAS, as a result, the Fire Department intends to transition two current front-line trucks, Fleet #9105 and Fleet #9503, to reserve status; and

WHEREAS, the 2022 CIP includes the purchase of two heavy fire trucks to replace Fleet #9105 and Fleet #9503 as front-line trucks; and

WHEREAS, the Fire Department has identified the desired trucks for purchase, a 2022 Pierce Manufacturing, Inc. 107' Aerial fire truck with 1500 GPM Class "A" Pump (the "Fire Engine"); and

WHEREAS, the Fire Department believes that the Fire Engine is the best available apparatus for a number of reasons including, but not limited to, an industry innovation improvement in ladder reach, local availability of repair and service, competitive pricing and high quality of product; 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 5<sup>th</sup> day of October, 2021.

SIGNED by the Mayor this 5<sup>th</sup> day of October, 2021.

[SEAL]

CITY OF LENEXA, KANSAS

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Courtney Eiterich, Council President  
Presiding as Mayor pursuant to Lenexa  
City Code Section 1-2-A-3

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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MacKenzie C. Harvison, Deputy City Attorney



**CITY COUNCIL  
MEMORANDUM**

**ITEM 5**

**SUBJECT:** Ordinance adopting the annual appropriation for the fiscal year 2022 budget

**CONTACT:** Doug Robinson, Chief Financial Officer  
Briana Burrichter, Deputy Chief Financial Officer

**DATE:** October 5, 2021

**ACTION NEEDED:**

Pass an ordinance adopting the annual appropriation for the fiscal year (FY) 2022 budget.

**PROJECT BACKGROUND/DESCRIPTION:**

The City Council approved the FY 2022 budget on August 24, 2021. Before any funds can be expended in FY 2022, state law requires passage of an ordinance appropriating the budgeted funds. The total budget for all funds is \$183.9 million in FY 2022 (\$135 million for expenditures and \$48.9 million for estimated reserve balances as of December 31, 2022).

The ordinance also includes authorization for the Mayor to execute any annual ongoing maintenance and licensing agreements for which the amounts have already been appropriated in the FY 2022 budget. The City has a number of annual maintenance and licensing agreements associated with software programs. When these agreements exceed \$75,000, the City Code requires execution of the agreements by the Mayor. The ordinance authorizes the Mayor to execute the agreements without further approval by the City Council (after the agreements have been approved as to form by the Legal Department) as long as the funds are included in the annual budget.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The FY 2022 budget is \$183.9 million and serves as the annual financial plan for City operations.

**STAFF RECOMMENDATION:**

Passage of the ordinance.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Thriving Economy

**Guiding Principles**

Prudent Financial Management  
Strategic Community Investment  
Superior Quality Services

**ATTACHMENTS**

1. Ordinance

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

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET FOR FISCAL YEAR 2022, PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN; APPROVING AND RATIFYING THE PAYMENT OF ALL CLAIMS AGAINST THE ACCOUNTS; AND AUTHORIZING EXECUTION OF ONGOING, ANNUAL MAINTENANCE AND LICENSING AGREEMENTS.

WHEREAS, on August 24, 2021, the Governing Body passed Resolution No. 2021-75 adopting the fiscal year 2022 annual budget and thereafter filed the same with the County Clerk in accordance with state law; and

WHEREAS, pursuant to K.S.A. 79-2934, the budget as approved and filed with the County Clerk constitutes an appropriation for each fund; and

WHEREAS, the Governing Body deems it advisable to authorize the payment of claims from the budget on a continuing basis in order to benefit from discounts for early payment; to avoid the assessment of penalties for late payment; and to promote administrative efficiency and convenience; and

WHEREAS, the City has annual, ongoing maintenance and licensing agreements in excess of \$75,000 for software programs ("Annual Maintenance Agreements"), which sums have been included within the amounts appropriated in the Fiscal Year 2022 Budget; and

WHEREAS, in addition to authorizing the payment of claims from the budget on a continuing basis; for convenience and efficiency, the Governing Body desires to approve and authorize the Mayor to execute such Annual Maintenance Agreements in excess of \$75,000 on forms approved by the City Attorney.

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

SECTION ONE: Effective January 1, 2022, there is hereby appropriated the amount set up in each fund of the budget for fiscal year 2022 for the payment of all claims and charges against each fund. Payments of all claims and charges against each fund shall be made by combination of checks, warrants and other authorized forms of payment, drawn by the Chief Financial Officer and countersigned by the Mayor, or by any other means provided by law; provided, however, that such officers, prior to paying any claim, shall audit and approve such claim as correct, due and unpaid; and such officers shall at all times comply with the provisions of the Budget Law and the Cash Basis Law of the State of Kansas.



SECTION TWO: The payment of all claims and charges against the respective accounts and funds provided in the budget for the fiscal year 2022 is hereby authorized, ratified, and approved.

SECTION THREE: The City Council hereby approves and authorizes the Mayor, City Manager or Administrative Team member to execute all annual, ongoing maintenance and licensing agreements in accordance with the City's Purchasing Policy & Procedures set out at AD-Finance-2, regardless of the amount of such agreement, provided such funds are included in the sums appropriated in the accounts set out in the 2022 Budget and further provided such agreements have been approved as to form by the City Attorney or her designee.

SECTION FOUR: This Ordinance shall take effect and be in force from and after its passage and publication once in the official City newspaper.

PASSED by the City Council this 5<sup>th</sup> day of October, 2021.

SIGNED by the Mayor this 5<sup>th</sup> day of October, 2021.

CITY OF LENEXA, KANSAS

[SEAL]

---

Courtney Eiterich, Council President  
Presiding as Mayor pursuant to Lenexa  
City Code Section 1-2-A-3

ATTEST:

---

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

---

Sean McLaughlin, City Attorney



**CITY COUNCIL  
MEMORANDUM**

**ITEM 6**

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**SUBJECT:** Consideration of issuing industrial revenue bonds and a tax abatement for the 95th Street and Twilight Lane Project, located in the southwest corner of 95th Street and Twilight Lane

**CONTACT:** Doug Robinson, Chief Financial Officer  
Sean McLaughlin, City Attorney

**DATE:** October 5, 2021

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**ACTION NEEDED:**

- a) Conduct a public hearing, and
- b) Adopt a resolution determining the intent of the City to issue up to \$17 million in industrial revenue bonds (IRBs) and approving a 10-year tax abatement with payment in lieu of taxes (PILOT) agreement.

**PROJECT BACKGROUND/DESCRIPTION:**

Karbank Properties ("Developer") submitted an application requesting the issuance of IRBs and the approval of a 10-year, 50% property tax abatement for construction of an approximately 142,500 square foot office/warehouse/manufacturing project located in the southwest corner of 95th Street and Twilight Lane. The project anticipates construction to begin in late 2021 and completion by the end of 2022. In accordance with the City's private activity bond and tax abatement policy ("Policy"), the project is eligible for a 50% abatement because it is the type of facility and business that is desirable for the community and will develop one of the few remaining lots within the Kansas Commerce Center. Additionally, pursuant to the Policy, the abatement is conditioned upon the Developer meeting certain conditions ("Business Conditions") set forth in the PILOT agreement, including a minimum capital investment of \$10 million in the first two years.

Staff has prepared a cost benefit analysis for both the maximum and minimum investment scenarios and the results were both positive. The property is currently paying approximately \$15,588 annually in property taxes. It is estimated that the annual PILOT amount in the first year of the abatement would be \$248,756. The estimated PILOT amount is based on projected valuations and the actual PILOT amount will depend on the appraisal of the property performed at substantial completion of the project.

Notice of the public hearing was published as required by state statute. In addition, notice was distributed to the Board of County Commissioners and the USD #512 (Shawnee Mission School District) School Board. The City Council will hold a public hearing on October 5, 2021, after which the Council will consider the resolution of intent to issue up to \$17 million in IRBs and approving the proposed tax abatement subject to approval and execution of a PILOT agreement.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The estimated \$17 million IRB issue is not backed by the full faith and credit of the City. The applicant is responsible for repayment of the bonds and all fees related to the bond issue.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

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

Thriving Economy

**Guiding Principles**

Strategic Community Investment  
Responsible Economic Development

**ATTACHMENTS**

1. Map
2. Resolution
3. PILOT agreement located in the Appendix





# Kansas Commerce Center Lot 4





**RESOLUTION NO. 2021-\_\_\_\_\_**

**RESOLUTION DETERMINING THE INTENT OF THE CITY OF LENEXA, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$17,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL OFFICE AND WAREHOUSE PROJECT FOR THE BENEFIT OF K-FRANS LLC OR ITS SUCCESSORS AND ASSIGNS (95<sup>TH</sup> STREET AND TWILIGHT PROJECT).**

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

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

**WHEREAS**, K-Frans LLC, a Missouri limited liability company (the “Company”) submitted to the City an application requesting that the City finance the cost of acquiring, constructing and equipping an approximately 142,500 square foot expansion of a commercial and warehouse office facility located on approximate 8.1 acres in the southwest corner of 95<sup>th</sup> Street and Twilight Lane in Lenexa, Kansas (the “Project”) through the issuance of its industrial revenue bonds in the approximate principal amount of \$17,000,000, and to lease the Project to the Company in accordance with the Act; and

**WHEREAS**, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of industrial revenue bonds under the Act in the approximate principal amount of \$17,000,000, said bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company or with City consent, to Company's successors or assigns; and

**WHEREAS**, the Company also requests that the City consider granting an exemption from ad valorem taxes for the Project in accordance with K.S.A. 79-201a and has indicated its intent to make payments in lieu of tax; provided, however, such exemption is further conditioned upon compliance with State law and the Payment in Lieu of Tax Agreement to be entered into among the City and the Company.

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

**Section 1. Approval of Project.** The Governing Body of the City hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the City of Lenexa, Kansas, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, and the issuance of the City's industrial revenue bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

**Section 2. Intent to Issue Bonds.** The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of industrial revenue bonds of the City in the approximate principal amount of \$17,000,000 (the "Bonds") to be issued pursuant to the Act.

**Section 3. Provision for the Bonds.** Subject to the conditions of this Resolution, the City expresses its intent to (i) issue its Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the base lease from the Company to the City and a lease (with an option to purchase) of the Project from the City to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of said Bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

**Section 4. Conditions to Issuance.** The issuance of Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) passage and publication of an ordinance authorizing the Bonds and obtaining any other necessary governmental approvals; (ii) agreement by the City, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the City's policies relating to the issuance of industrial revenue bonds and ad valorem tax abatement, including payment of the City's origination fee and all costs of issuance; and (iv) delivery of an opinion of Bond Counsel with respect to the validity of the Bonds in a form acceptable to the City and the purchaser of the Bonds and delivery of an opinion from counsel to the Company for the benefit of the City in a form acceptable to the City.

**Section 5. Sale of the Bonds.** The sale of the Bonds shall be the responsibility of the Company and shall be privately placed with the Company, an affiliate of the Company or Company's lender; provided, however, all arrangements for the sale of the Bonds shall be acceptable to the City. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into contracts and purchase orders in connection therewith and to advance such funds as may be necessary to accomplish

such purposes, and to the extent permitted by law, the Company may be reimbursed for such expenditures out of the proceeds of the Bonds, when and if issued, to the extent permitted by law. Notwithstanding such authorization, the Company proceeds at its own risk and if for any reason, the Bonds are not issued, the City shall have no liability to the Company for any reason, including the repayment to the Kansas Department of Revenue of any retailers' sales tax exemption utilized by the Company for which the Company shall indemnify and hold the City harmless.

This Resolution shall terminate on December 21, 2022 unless (i) the Bonds have been issued by the City or (ii) the Company has obtained from the City a building permit for the Project and is diligently pursuing construction to completion. The City, upon the written request of the Company, may extend this time period.

**Section 6. Benefit Analysis and Public Hearing.** In accordance with K.S.A. 12-1749d, the City caused an analysis of the costs and benefits of an exemption from ad valorem taxes for the Project be prepared pursuant to K.S.A. 79-201a *Second* and the results are favorable to all taxing jurisdictions. The City sent the governing body of the County and the unified school district in which the Project is located a notice of the public hearing to consider the proposed tax exemption for property financed with the proceeds of the Bonds and published such notice in the official City newspaper at least 7 days prior to the date set for public hearing.

**Section 7. Ad Valorem Tax Abatement; Payment in Lieu of Taxes.** The City hereby determines that pursuant to the provisions of K.S.A. 79-201a *Second*, the Project purchased or constructed with the proceeds of the Bonds is eligible for a 50% exemption from ad valorem property taxes for ten (10) years commencing the year following the year in which the Bonds are issued, provided proper application is made therefor. The City further determines that the Project shall be exempt from such taxes for ten (10) years, commencing in the year after the Bonds are issued, subject to an annual payment in lieu of taxes and other terms and conditions of a PILOT Agreement (as defined below). In making such determination the Governing Body of the City has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. Such determination of tax exemption is conditioned on the issuance of the Board of Tax Appeals ("BOTA") of an order exempting the Project from ad valorem taxation in accordance with Kansas law, including K.S.A. 79-201a *et seq.* or K.S.A. 74-50-115. The Company is responsible for preparing such BOTA exemption application, paying all fees related thereto and providing the same to the City for its review and submission.

**Section 8. PILOT Agreement.** The Mayor is further authorized and directed to execute and deliver the Payment in Lieu of Tax Agreement between the City and the Company (the "PILOT Agreement") on behalf of, and as the act and deed of the City, in substantially the same form as Exhibit A, attached hereto with such corrections or amendments thereto as the Mayor, upon recommendation of the City Attorney, may approve as evidenced by his execution thereof.

**Section 9. Limited Obligations of the City.** The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of such Bonds, as provided in the Indenture. The Bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

**Section 10. Required Disclosure.** Any disclosure document prepared in connection with the private placement of the Bonds shall contain substantially the following disclaimer:

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

**Section 11. Benefit of Resolution.** This Resolution will inure to the benefit of the City and the Company. The City may, at the written request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

**Section 12. Further Action.** Counsel to the City and Kutak Rock, LLP, Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

**Section 13. Effective Date.** This Resolution shall take effect and be in full force immediately after its passage.



**ADOPTED** by the Lenexa City Council on October 5, 2021.

**SIGNED** by the Mayor on October 5, 2021.

**CITY OF LENEXA, KANSAS**

[SEAL]

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Courtney Eiterich, Council President  
Presiding as Mayor pursuant to Lenexa  
City Code Section 1-2-A-3

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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Sean McLaughlin, City Attorney

**EXHIBIT A**  
**PAYMENT IN LIEU OF TAX AGREEMENT**



**CITY COUNCIL  
MEMORANDUM**

**ITEM 7**

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**SUBJECT:** Consideration of a resolution to amend the fiscal year 2021 budget

**CONTACT:** Doug Robinson, Chief Financial Officer  
Briana Burrichter, Deputy Chief Financial Officer

**DATE:** October 5, 2021

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**ACTION NEEDED:**

- a. Conduct a public hearing; and
- b. Adopt a resolution amending the fiscal year 2021 budget.

**PROJECT BACKGROUND/DESCRIPTION:**

In Kansas, state law requires cities to establish maximum expenditure amounts by fund when adopting the annual budget. If cities expect to exceed the maximum expenditure amount by fund, state law requires completion of a formal process to increase the budget. This process includes publishing a notice of public hearing and conducting a public hearing before considering increases to budgeted expenditure amounts.

Staff is proposing budget increases for six funds included in the City's fiscal year (FY) 2021 budget. The explanation for each increase is listed in the sections below.

Special Highway Fund

The Special Highway Fund accounts for gas tax revenue distributed to the City by the State of Kansas. The revenue estimates prepared by the state for FY 2021 were conservative due to the on-going COVID-19 pandemic. It now appears actual FY 2021 collections will exceed the amount originally budgeted for the fiscal year. As required by state law, the City uses these revenues for street maintenance and transfers the revenue from the Special Highway Fund to the Pavement Management Program. In order to transfer all of the revenue expected for FY 2021 to the Pavement Management Program, staff proposes to increase the budget amount from \$1,598,135 to \$1,698,000 (an increase of \$99,865).

Special Parks and Recreation Fund

The Special Parks and Recreation Fund accounts for one-third of the alcohol tax revenue distributed to the City by the State of Kansas. The revenue estimates prepared by the state for FY 2021 were conservative due to the on-going COVID-19 pandemic. It now appears actual FY 2021 collections will exceed the amount originally budgeted for the fiscal year. As required by state law, the City uses these revenues for parks and recreation purposes and transfers the revenue from the Special Parks and Recreation Fund to the Capital Improvement Fund (to be used for parks and recreation capital projects). In order to transfer all of the revenue expected for FY 2021 to the Capital Improvement Fund, staff proposes to increase the budget amount from \$150,748 to \$271,000 (an increase of \$120,252).

#### Prairie Creek Community Improvement District (CID) Fund

The Prairie Creek CID Fund accounts for the special 1% sales and use tax levied in the project area. The revenue estimates prepared by staff for FY 2021 were conservative due to the on-going COVID-19 pandemic. It now appears actual FY 2021 collections will exceed the amount originally budgeted for the fiscal year. As required by the development agreement, the City uses these revenues to reimburse the developer for eligible costs incurred to complete the project. In order to reimburse the developer with all of the revenue expected for FY 2021, staff proposes to increase the budget amount from \$145,410 to \$160,000 (an increase \$14,590).

#### Sonoma Plaza CID Fund

The Sonoma Plaza CID Fund accounts for the special 1% sales and use tax levied in the project area. As required by the development agreement, the City uses these revenues to reimburse the developer for eligible costs incurred to complete the project. Although the CID began in 2020, the developer did not submit eligible costs for certification by City staff until FY 2021. Therefore, the reimbursement payments due in FY 2021 will exceed the budgeted amount since they include 2020 and 2021 revenues. Staff proposes to increase the budget amount from \$280,000 to \$455,000 (an increase of \$175,000) in order to make the reimbursement payments.

#### City Center Area E CID Fund

The City Center Area E CID Fund accounts for the special 1% sales and use tax levied in the project area. As required by the development agreement, the City uses these revenues to reimburse the developer for eligible costs incurred to complete the project. Although the CID began in 2019, the developer did not submit eligible costs for certification by City staff until FY 2021. Therefore, the reimbursement payments due in FY 2021 will exceed the budgeted amount since they include 2019, 2020, and 2021 revenues. Staff proposes to increase the budget amount from \$56,132 to \$81,000 (an increase of \$24,868) in order to make the reimbursement payments.

#### Lenexa Point CID Fund

The Lenexa Point CID Fund accounts for the special 1% sales and use tax levied in the project area. As required by the development agreement, the City uses these revenues to reimburse the developer for eligible costs incurred to complete the project. Although the CID began in 2020, the developer did not submit eligible costs for certification by City staff until FY 2021. Therefore, the reimbursement payments due in FY 2021 will exceed the budgeted amount since they include 2020 and 2021 revenues. Staff proposes to increase the budget amount from \$206,000 to \$321,000 (an increase of \$115,000) in order to make the reimbursement payments.

Staff published the public hearing notice in the Kansas City Star on September 10, 2021.

#### **FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The proposed budget amendments will increase the authorized expenditure amounts for the six funds described above and ensure the City complies with state law and existing development agreements.

#### **STAFF RECOMMENDATION:**

Adoption of the resolution.

## **VISION / GUIDING PRINCIPLES ALIGNMENT:**

### **Vision 2040**

Thriving Economy

### **Guiding Principles**

Prudent Financial Management  
Responsible Economic Development  
Superior Quality Services

## **ATTACHMENTS**

1. Exhibit
2. Resolution



2021

**Amended  
Certificate  
For Calendar Year 2021**

To the Clerk of Johnson, State of Kansas  
We, the undersigned, duly elected, qualified, and acting officers of  
**Lenexa**  
certify that: (1) the hearing mentioned in the attached publication was  
held;(2) after the Budget Hearing this Budget was duly approved and  
adopted as the maximum expenditure for the various funds for the year.

			2021 Amended Budget		
			Amount of 2020 Tax that was Levied	Adopted 2021 Expenditures	Proposed Amended 2021 Expenditures
Table of Contents:			Page No.		
Fund	<u>K.S.A.</u>				
Special Highway		2		1,598,135	1,698,000
Special Parks & Recreation		3		150,748	271,000
Prairie Creek CID		4		145,410	160,000
Sonoma Plaza CID		5		280,000	455,000
City Center Area E CID		6		56,132	81,000
Lenexa Point CID		7		206,000	321,000
Totals		xxxxxxxxxx	0	2,436,425	2,986,000
Summary of Amendments		8			

Attested date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

Assisted by:  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Courtney Eiterich, Council President  
(Presiding as Mayor pursuant to City Code  
section 1-2-A-3)

\_\_\_\_\_  
Jennifer Martin, City Clerk

CPA Summary
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**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION ADOPTING AN AMENDMENT TO THE 2021 ANNUAL BUDGET FOR THE CITY OF LENEXA, KANSAS.

WHEREAS, the Governing Body desires to make an amendment to the adopted Fiscal Year 2021 Annual Budget to increase the budget amounts in the Special Highway Fund, the Special Parks and Recreation Fund, the Prairie Creek Community Improvement District Fund, the Sonoma Plaza Community Improvement District Fund, the City Center Area E Community Improvement District Fund and the Lenexa Point Community Improvement District Fund; and

WHEREAS, the Governing Body discussed such an amendment to the Fiscal Year 2021 Annual Budget at its meeting on October 5, 2021; and

WHEREAS, a public hearing was conducted at the October 5, 2021 City Council meeting to consider such proposed amendment to the Fiscal Year 2021 Annual Budget for the City of Lenexa, Kansas pursuant to K.S.A. § 79-2929a; and

WHEREAS, notice of publication of the proposed amendment and public hearing was made as provided by law; and

WHEREAS, the Governing Body believes it is in the best interest of the City of Lenexa to adopt the Fiscal Year 2021 Annual Budget amendment as presented.

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 adopt the proposed Amendment to the Fiscal Year 2021 Annual Budget as presented at its October 5, 2021 City Council meeting and as reflected in Attachment "A".

SECTION TWO: A copy of the adopted amended Fiscal Year 2021 Annual Budget shall be filed with the County Clerk and with the Director of Accounts and Reports.

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

ADOPTED by the City Council this 5th day of October, 2021.

SIGNED by the Mayor this 5th day of October, 2021.

CITY OF LENEXA, KANSAS

[SEAL]

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Courtney Eiterich, Council President  
Presiding as Mayor pursuant to Lenexa  
City Code Section 1-2-A-3

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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Sean McLaughlin, City Attorney



**CITY COUNCIL  
MEMORANDUM**

**ITEM 8**

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**SUBJECT:** Consideration of vacating a utility easement and a storm water management area, located east of Cottonwood Street and directly north of 8029 Cottonwood Street

**CONTACT:** Scott McCullough, Community Development Director  
Tim Green, Deputy Community Development Director

**DATE:** October 5, 2021

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**ACTION NEEDED:**

- a. Conduct a public hearing; and
- b. Pass an ordinance vacating a utility easement and a storm water management area, located east of Cottonwood Street and directly north of 8029 Cottonwood Street.

**PROJECT BACKGROUND/DESCRIPTION:**

Lexington Woods subdivision was platted in 1984. As part of the plat, there were two separate tracts (A & B) which were reserved to accommodate flooding and stormwater. There was also a blanket utility easement (easement covers the entire tract) placed on both tracts. In 1985, after the plat was approved, the developer transferred each tract to the City for stormwater management. In 2002, the City acquired additional property to the east as part of a Stormwater Management Advisory Council (SMAC) project.

In 2016, the City was approached by the owners of Lot 18, which is adjacent property to the south of Tract B, who wanted to purchase Tract B in order to potentially build an accessory structure on the property. The City reviewed Tract B and determined the tract was not fully buildable due to the easements but could potentially accommodate a detached accessory structure so long as it was located in the south 90 feet of Tract B and the City retained a permanent utility and drainage easement thereon to allow for utilities and the drainage of stormwater along the north side of Tract B. The Tract B property was sold in Spring 2016.

The owners of Lot 18 and Tract B are now interested in constructing an accessory structure on the Tract and are requesting the vacation of the utility easement and storm water management area for a portion of Tract B. "Storm water management area" is the verbiage used on the original plat. This is what is typically considered as a drainage easement. The City needs to retain utility and stormwater management areas on the north half of the property, so the ordinance will only vacate the utility easement and stormwater management area related to the south 90 feet of Tract B. The utility easement and stormwater management area on the north portion will remain. Additionally, the vacation ordinance will retain a 10-foot-wide utility easement along the front and rear lot lines of Tract B for existing and future utilities. The property owners will be required to replat Lot 18 and Tract B into one lot.

Notice was sent to the utility companies, emergency services, and City staff. Most utility companies responded with no concerns regarding the requested vacation. Companies which do not respond typically do not serve the area or have no objection to the vacation request.



**STAFF RECOMMENDATION:**

Passage of the ordinance.

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

Integrated Infrastructure & Transportation

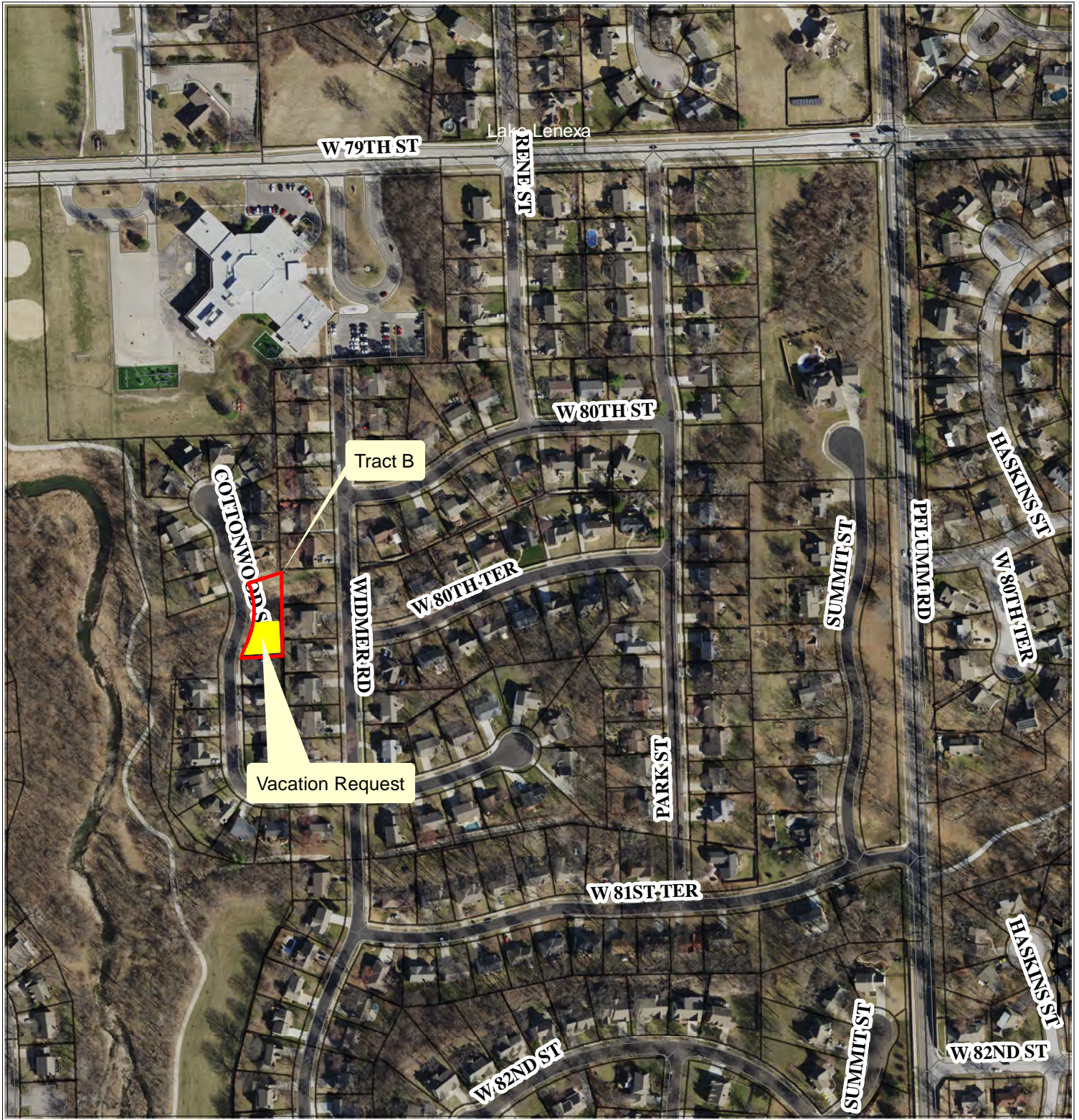
**Guiding Principles**

Superior Quality Services

**ATTACHMENTS**

1. Map
2. Exhibit
3. Ordinance





### Utility Easement and Stormwater Management Area Vacation

0 75 150 300 450 600  
Feet







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

**AN ORDINANCE VACATING A UTILITY EASEMENT AND STORM WATER MANAGEMENT AREA LOCATED EAST OF COTTONWOOD STREET AND DIRECTLY TO THE NORTH OF 8029 COTTONWOOD STREET, WITHIN TRACT B OF THE PLAT OF LEXINGTON WOODS, A SUBDIVISION IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS.**

**WHEREAS**, the City of Lenexa, Kansas ("City") received a request for the vacation of a utility easement and storm water management area located east of Cottonwood Street and directly to the north of 8029 Cottonwood Street; and

**WHEREAS**, the utility easement and storm water management area was recorded on the Plat of Lexington Woods at the Johnson County Register of Deeds in Book 56, at page 41; and

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

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

**WHEREAS**, the Governing Body heard the evidence at the Public Hearing on October 5, 2021; and

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

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

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

**SECTION ONE:** The following described real estate, previously dedicated as a utility easement and storm water management area should be and is hereby vacated, to wit:

THE SOUTH NINETY (90) FEET OF TRACT B OF LEXINGTON WOODS,  
A SUBDIVISION IN THE CITY OF LENEXA, JOHNSON COUNTY,  
KANSAS

**SECTION TWO:** The City of Lenexa, Kansas reserves to itself a permanent utility easement to be used to locate, construct, maintain or authorize the location,



construction, or maintenance and use of any or all utility services, including but not limited to water; gas; sewer lines; poles; wires; conduits and cables, etc., upon over and under said area, together with the necessary appurtenances thereto, together with the right of ingress and egress for the purpose of construction, maintenance, and repairs to the above stated public utility facilities. The City of Lenexa, Kansas is under no duty or obligation to maintain or repair the facilities placed within the limits of this permanent public utility easement, and in no event shall this permanent public utility easement be construed to impose any such obligation on the City of Lenexa, Kansas. The reserved permanent public utility easement more particularly described as:

THE EAST TEN-FEET OF THE SOUTH NINETY (90) FEET OF TRACT B  
OF LEXINGTON WOODS, A SUBDIVISION IN THE CITY OF LENEXA,  
JOHNSON COUNTY, KANSAS

AND

THE WEST TEN-FEET OF THE SOUTH NINETY (90) FEET OF TRACT B  
OF LEXINGTON WOODS, A SUBDIVISION IN THE CITY OF LENEXA,  
JOHNSON COUNTY, KANSAS

**SECTION THREE:** The City of Lenexa, Kansas reserves to itself any additional property rights it may hold in the areas that are not expressly vacated.

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

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

**PASSED** by the Governing Body this 5th day of October, 2021.

**SIGNED** by the Mayor this 5th day of October, 2021.

CITY OF LENEXA, KANSAS

[SEAL]

---

Courtney Eiterich, Council President  
Presiding as Mayor pursuant to Lenexa  
City Code Section 1-2-A-3

ATTEST:

---

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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David Jack, Assistant City Attorney



**MINUTES OF THE  
SEPTEMBER 21, 2021  
LENEXA CITY COUNCIL MEETING  
COMMUNITY FORUM, 17101 W 87<sup>th</sup> STREET PARKWAY  
LENEXA, KS 66219**

**CALL TO ORDER**

Mayor Boehm called the meeting to order at 7 PM.

**ROLL CALL**

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

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

**APPROVE MINUTES**

*Councilmember Roh made a motion to approve the September 7, 2021 City Council Meeting draft minutes and Councilmember Stuke seconded the motion. Motion passed unanimously.*

**MODIFICATION OF AGENDA**

None

**PROCLAMATIONS**

Fetal Alcohol Spectrum Disorders Awareness Month  
International Day of Peace – September 21  
KC Scholars Day – September 28

**CONSENT AGENDA**

1. Acceptance of utility, access, and drainage easements as shown on Lenexa Logistics Centre North, 5th Plat  
*This final plat is the second plat for Lenexa Logistics Centre North Phase II, an eight-building office/warehouse development located on the east side of Mill Creek Road, north of College Boulevard. Several easements are being dedicated to the City as part of the final plat. PT21-21F*
2. Acceptance of the Monticello Villas public improvements for maintenance  
*This project constructed public street, storm, and streetlight improvements related to the Monticello Villas subdivision, located at the southwest corner of Prairie Star*

*Parkway and Monticello Road. The project was funded by private development.*

3. Consideration of a preliminary plan for the Splintek building addition, located at 15555 W. 108th Street  
*Splintek is a company that manufactures healthcare products, specializing in sleep aid products. The existing building was constructed in 1978. The applicant proposes to construct additional warehouse space on the west side of the existing building, as well as make parking lot and landscape improvements. PL21-03PR*
4. Resolution approving and authorizing the Mayor to execute a Presenting Sponsorship Agreement with Williams Foods, LLC for the 2021 Lenexa Chili Challenge  
*Williams Foods, LLC desires to be a Presenting Sponsor of the 2021 Lenexa Chili Challenge. Staff has determined the sponsorship complies with the criteria set forth in the City's Sponsorship Policy, GB-Gen-1. Williams Foods, LLC will pay \$4,000 and provide \$1,275 of in-kind services for the sponsorship.*
5. Resolution authorizing the Mayor to execute a Roadway Reimbursement Agreement with Unified School District No. 233 for the construction of Gleason Road from Prairie Star Parkway to 97th Terrace  
*Roadway reimbursement agreement with Unified School District No. 233 for the construction of Gleason Road from Prairie Star Parkway to 97th Terrace.*
6. Ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation for the construction of the Little Mill Creek Trail Tunnel Project  
*This ordinance authorizes City staff and its acquisition counsel to file a condemnation petition with the district court to acquire the necessary property interests for the construction of the Little Mill Creek Trail Tunnel Project.*

### **END OF CONSENT AGENDA**

*Councilmember Roh made a motion to approve items 1-6 on the consent agenda and Councilmember Nolte seconded the motion. Motion passed unanimously.*

### **BOARD RECOMMENDATIONS**

7. Ordinance approving a three-year Special Use Permit for MAVS, located at 16501 W. 116th Street, to allow Personal Instruction, General, in the BP-2 Planned Manufacturing zoning district  
*MAVS is requesting to modify their current Special Use Permit to use eight courts with no limits on the number of spectators or number of tournaments that may be hosted throughout the year. SU21-08*  
  
Magi Tilton, Planning and Development Administrator, said that MAVS is requesting an amendment to an approved three-year SUP to allow the use of eight courts for tournaments and the attendance of spectators. She said that MAVS is located at 16501 W 116<sup>th</sup> Street and presented an aerial map of the property.  
  
Ms. Tilton said that the building is now fully occupied, and the other uses are warehouse with limited office. She said MAVS has parking agreements with Heart to



Heart International, as well as with two other tenants in the building.

Ms. Tilton explained the off-street parking requirements.

Ms. Tilton said that both staff and the Planning Commission recommend approval of a new three-year SUP starting today to allow personal instruction in the BP-2 zoning district with the two stipulations from the previous SUP applications, which are for maximum area occupancy and parking.

Kathy Bates, applicant, was present.

Mayor Boehm thanked Ms. Bates for her investment in Lenexa and for adapting to changing circumstances.

*Councilmember Sayers made a motion to approve item 7 and Councilmember Karlin seconded the motion. Motion passed unanimously.*

8. Rezoning and companion preliminary plan for Kansas Commerce Center Lot 4, located at the southwest corner of 95th Street and Twilight Lane

a. Ordinance rezoning property from BP-1 to BP-2

b. Preliminary plan for Kansas Commerce Center Lot 4

*Kansas Commerce Center Lot development includes a 142,5000 square-foot building on an 8.11 acre lot. This site is the remaining undeveloped lot in the Kansas Commerce Center business park. The building will contain office, manufacturing, and warehouse uses. Parking is provided on the north and east sides and loading docks are on the west side of the building.*

Ms. Tilton said that Lot 4 in Kansas Commerce Center is one of the last undeveloped lots in the area and this application is for rezoning the property from BP-1 to BP-2. She presented an aerial map reflecting the location.

Ms. Tilton presented the Future Land Use map and said the entire south side of 95<sup>th</sup> Street from Santa Fe Trail Drive to I-435 is designated for business park uses.

Ms. Tilton said that the applicant wants to build a taller building than the current zoning allows, which is why the rezoning has been requested. She discussed site access from 95<sup>th</sup> Street and from Twilight Lane and said that the building's dock doors face the west. She then showed the building elevations, stating it would be precast concrete with wood panels and glass, a metal canopy, and accents.

Ms. Tilton said that a public hearing was held at the August 30<sup>th</sup> Planning Commission meeting and public comment centered around about traffic and the 95<sup>th</sup> Street access. She noted that a traffic signal will be installed at 95<sup>th</sup> Street & Loiret Boulevard as part of Capital Improvement Program (CIP), which is where staff anticipates truck traffic to go for westbound 95<sup>th</sup> Street travel. She said the Planning Commission's discussion was also about the truck traffic.

Will Dubois, Davidson Architecture, said that he is excited to work on this building, which is an attractive spec warehouse. He said a representative of the ownership group was also present for questions.

Councilmember Nolte said this is an attractive design and asked about plans for screening any rooftop units.

Mr. Dubois said there would be full screening according to code.

Councilmember Roh asked when construction would begin and if the completion would coincide with the traffic signals at the intersection.

Mr. Dubois said that the plan is to start in late 2021 or early 2022.

Adam Feldman, owner's rep, said they intend to break ground by November or December and complete construction by December 2022 barring any construction delays.

Tim Green, Deputy Community Development Director and City Engineer, confirmed the traffic signal should be complete in early 2022.

Mayor Boehm said this looks like a great building that fits the Golden criteria, with a great design. He said the building fits the sizes of the existing buildings to the west. He added that he expects drivers would want to go to the light to go west on 95<sup>th</sup> Street or to get to the interstate.

*Councilmember Nolte made a motion to approve item 8a and Councilmember Roh seconded the motion. Motion passed unanimously.*

*Councilmember Karlin made a motion to approve item 8b and Councilmember Sayers seconded the motion. Motion passed unanimously.*

9. Rezoning and companion preliminary plat for Stone Ridge subdivision, located at the southwest corner of 83rd Street and Cedar Niles Road

a. Ordinance rezoning property from AG to RP-1

b. Preliminary plat for Stone Ridge subdivision

*The proposed Stone Ridge development includes rezoning and consideration of a preliminary plan for a 103-lot single-family subdivision proposed on 44.48 acres at the southwest corner of 83rd Street and Cedar Niles Road. Access is being provided on both Cedar Niles Road and 83rd Street. RZ21-11 & PT21-06*

Ms. Tilton said that this is a new single-family subdivision located at the southwest corner of 83<sup>rd</sup> St and Cedar Niles Road, which requires rezoning from AG to RP-1. She said the applicant is proposing 103 single family lots. She added that there is increased development interest in this portion of the city.

Ms. Tilton said that the subdivision to the south was developed in the 1960s as county property and then was annexed into Lenexa in 1988. She said the future land use designation is suburban density residential and the proposed

development fits that. She said staff believes the proposed zoning and single-family development will not detrimentally affect the neighbors, and the utilities and services are adequate to serve the proposed development.

Ms. Tilton presented a site plan of the lots and said the houses would be slab-on-grade. She said that Lot 20 would be a storm shelter built to look like one of the homes. She added that any lots farther than 1000 feet away from the storm shelter would be required to have their own shelters.

Ms. Tilton talked about Cedar Nile Road improvements that were discussed at the August 30<sup>th</sup> Planning Commission meeting. She said the developer would be widening Cedar Niles Road to three lanes and adding a left turn into the subdivision.

Ms. Tilton reviewed the proposed deviations for reduced front yard setbacks, lot area, and lot widths. She then presented the landscape plan and said that a stipulation for standard fencing would be required along eight lots on Cedar Niles Road and on 83<sup>rd</sup> Street.

Ms. Tilton said both staff and the Planning Commission recommend approval with the deviations and the fence stipulation.

Mayor Boehm asked if the standard fence could extend beyond the lot line to buffer noise and visibility.

Scott McCullough, Community Development Director, said that design detail would be worked out at final plat.

Austin Chamberlin, Arise Homes, thanked staff for working with them and providing input. He said they are excited to be in Lenexa with single family homes, which they have been doing in the area for a few years.

Mr. Chamberlin talked about the ranch-style slab homes and said that every home would have full brick/stone, maintenance-free exteriors and they would be the only builder in the development. He said that every home would have a safe-room option.

Mr. Chamberlin said they are open to changing the fencing for the eight lots as needed to keep the green space open and still provide buffer.

Mr. Chamberlin said Arise Homes held a neighborhood meeting and received positive feedback about the Cedar Niles Road improvements.

Councilmember Sayers asked why the homes do not have basements and if there is attic storage.

Mr. Chamberlin said there are buyers who like not having different levels, but there is a ladder for attic storage access.

Councilmember Stuke said she is glad to see this product, which is something Lenexa is lacking. She said residents have asked for this. She added that she

likes the community safe room.

Councilmember Karlin said he agrees with Councilmember Stuke, and he is impressed with the quality and product, and that this is a great use of the location. He said the developer's biggest problem will be that they will sell out quickly.

Mayor Boehm asked about the demand for the product in their Shawnee development and Mr. Chamberlin said they cannot keep up with the demand.

Councilmember Eiterich asked about the price points.

Mr. Chamberlin said plans range from about \$330,000 to \$430,000, although they try to reduce the cost as much as possible.

Councilmember Eiterich said she loves it, and it is great for that area.

Councilmember Roh asked if the density was driven by the pricing.

Mr. Chamberlin said that the lots average about 8,000 square foot and requests have been for small lots and maintenance free or small yards.

Mayor Boehm said he understands there is a need for this product, and he wants to know more about the community shelter and parking. He asked if there is infrastructure to support the development since this is not in the CIP and said he would like to discuss that with staff in the future. He asked about the elevations available.

Mr. Chamberlin said they have over 50 different elevations and 10 different plans, and they would not allow the same home to be built on adjacent lots to maintain diversity and attractive street views.

Mayor Boehm said the variation is important. He thanked Mr. Chamberlin for working with staff on a quality product and development.

Mayor Boehm invited public comment.

Becky Lecuyer, 27985 W 89th St., asked if it is now appropriate to plan for bike travel in this area. She is concerned about bikers riding in this area in groups of 20-30 people.

Mayor Boehm said that would be considered in the future when 83<sup>rd</sup> Street is widened to four lanes.

*Councilmember Roh made a motion to approve item 9a and Councilmember Karlin seconded the motion. Motion passed unanimously.*

*Councilmember Hunt made a motion to approve item 9b and Councilmember Eiterich seconded the motion. Motion passed unanimously.*

## **PUBLIC HEARINGS**



10. Consideration of tax abatement and issuance of industrial revenue bonds for Lenexa Logistics Centre North Phase II Building 11 at the northwest corner of College Boulevard and Renner Boulevard

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

b. Resolution determining the intent of the City to issue approximately \$23,525,000 in IRBs and approving a 10-year tax abatement with a PILOT agreement

*BLNP, LLC ("Applicant") is requesting the City issue approximately \$23,525,000 in industrial revenue bonds (IRBs) to finance the acquisition, construction, and equipping of a commercial warehouse/office facility located in the Lenexa Logistics North Phase II Business Park. The Applicant has also requested a 10-year tax abatement.*

Sean McLaughlin, City Attorney, said the City has a master resolution of intent for the Lenexa Logistic Centre North Phase II development, but that does not grant tax abatement for each building in the development. He said the public hearing for this item is to consider a fixed tax abatement for the issuance of approximately \$23.5 million in IRBs and a fixed abatement for the construction of a 200,000 square foot office/warehouse building. He said the fixed 10-year, abatement is based on a total annual tax of \$1.20 per square foot with an annual 2% increase. He added that there is a fixed schedule with an approximately 71% abatement over the 10 years.

Mr. McLaughlin said this is higher than a typical abatement, but is consistent with other Lenexa Logistics development, including Lenexa Logistics Centre North Phase I and Lenexa Logistics East. He added that this IRB issuance is not subject to the 1% origination fee cap.

Mr. McLaughlin said that cost-benefit analysis showed a positive benefit to City. He said that currently the property pays approximately \$62 in taxes a year and in the first year of the abatement would pay \$28,800.

Mr. McLaughlin said staff recommends approval.

Curtis Holland, developer's representative, was present.

Mayor Boehm opened the public hearing at 7:58 PM.

No public comment was made.

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

The public hearing closed at 7:59 PM.

*Councilmember Karlin made a motion to approve item 10b and Councilmember Nicks seconded the motion. Motion passed unanimously.*

11. Resolution approving the fiscal year 2022-2026 Capital Improvement Program

- a. Public hearing to consider the recommended fiscal year 2022-2026 Capital Improvement Program
- b. Resolution adopting the fiscal year 2022-2026 Capital Improvement Program  
*The recommended fiscal year 2022-2026 Capital Improvement Program (CIP) is approximately \$225 million and includes 39 funded projects. The Planning Commission reviewed the recommended CIP on August 30, 2021 and the Governing Body reviewed the recommended CIP during the Committee of the Whole meeting on September 14, 2021. The City published the recommended CIP on the City's website and published the CIP public hearing notice in the Kansas City Star on September 10, 2021.*

Beccy Yocham, City Manager, said that the recommended 2022-2026 CIP is to be considered in a public hearing, followed by the Governing Body's consideration of a resolution approving the CIP. She said this is the residents' opportunity to provide feedback on the CIP and staff recommends approval.

Ms. Yocham said this is a \$225 million program that includes 39 funded capital projects and complies with the Comprehensive Plan as determined by the Planning Commission at its August 30<sup>th</sup> meeting.

Ms. Yocham said that the map shows that project locations are all over the city.

Ms. Yocham said that staff recommends approval.

Councilmember Nicks said this is a great map.

Mayor Boehm opened the public hearing at 8:01 PM.

No public comment was made.

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

The public hearing closed at 8:02 PM.

Councilmember Stuke said there are many significant projects moving forward. She said that a high priority for her is completing the sidewalk along Santa Fe Trail Drive to connect Old Town with the newly completed 95<sup>th</sup> Street trail. She added that this project would tie together several things going on in Old Town like the wayside horns and new Community Center.

Councilmember Karlin said a picture is worth a thousand words and the map shows how much has been planned for the next five years.

Councilmember Hunt said the map really helps communicate this to the residents. He thanked every department and person who made this happen.

Councilmember Roh said this map would be a great way to communicate and share these projects with others. He thanked management for their leadership.

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

## **NEW BUSINESS**

12. Resolution authorizing the transfer of funds from the General Fund to the Capital Improvement Fund, Equipment Reserve Fund, and Facilities Maintenance Fund in fiscal year 2021

*The General Fund has excess reserves available to cover \$24 million in total transfers due to positive financial results in fiscal years 2019 and 2020 and continued positive financial trends in fiscal year 2021. Staff proposes the transfer of \$22 million to the Capital Improvement Fund, \$1 million to the Equipment Reserve Fund, and \$1 million to the Facilities Maintenance Fund.*

Doug Robinson, Chief Financial Officer, said that the City has accumulated approximately \$24 million in excess reserves over three fiscal years and that staff recommends transferring to \$22 million to Capital Improvement Fund to fund the CIP that was just approved, \$1 million to Equipment Reserve Fund, and \$1 million to the Facilities Maintenance Fund.

Mr. Robinson said that after these transfers, the projected ending reserves would be approximately \$31 million, which is a 35% reserve and within the required policy parameters.

*Councilmember Hunt made a motion to approve item 12 and Councilmember Nicks seconded the motion. Motion passed unanimously.*

13. Resolution authorizing the Mayor to execute an agreement with Confluence, Inc. for architectural and engineering services for the Indian Trails Aquatics Center Improvements Project

*Following an extensive Request for Qualifications process, City staff recommends Confluence, Inc. be awarded the design and architectural services contract for the Indian Trails Aquatics Center Improvements Project for a fixed fee of \$1,261,925.*

Mandy Danler, Assistant Parks and Recreation Director, said an architect has been selected for the Indian Trails Aquatic Center Improvements Project and this resolution would approve the architect's contract.

Ms. Danler reviewed the improvements schedule and outlined the selection process. Based on the requests for qualifications (RFQs) received, she said the selection team narrowed the architects to Confluence, Inc. and Water's Edge Aquatic Design for consideration. She said the selection team made up of Administration, Community Development, and Parks and Recreation staff conducted interviews in early August and selected Confluence, Inc. She added that Confluence, Inc. is a Kansas City, Missouri firm and they were chosen for their experience using a construction manager at risk (CMAR), their team of professionals and partners, and past experience with similarly budgeted projects.

Ms. Danler reviewed the scope of service, including kick-off meetings and public engagement, and contract and project fees.

Ms. Danler said that following approval of the architect's contract, the architect would begin the process of selecting the CMAR.

PJ Novak, Confluence, Inc., said they are a regional firm with a team that has worked together on numerous projects, that recently constructed Garden Rapids in Garden City, Kansas, which won Water Park of the Year.

Councilmember Roh asked for an explanation of the CMAR's role.

Mr. Novak said the CMAR helps smooth the construction path, assisting with looking at systems immediately, performing cost estimations, and partnering for selecting the trades.

Ms. Danler said the RFQ for the CMAR would go out on Monday.

*Councilmember Roh made a motion to approve item 13 and Councilmember Hunt seconded the motion. Motion passed unanimously.*

## **BUSINESS FROM FLOOR**

None

## **COUNCILMEMBER REPORTS**

Councilmember Stuke said that the Spinach Festival was awesome, the park is stellar with wonderful flow and space. She thanked everyone who made it happen.

Councilmember Karlin requested a future update from staff on how the "black box" cases could impact Lenexa in the future, referring to Nebraska Furniture Mart's recent ruling.

Councilmember Hunt said that he has received praise of the police department and the codes department from constituents as he has been campaigning.

Mayor Boehm said legislation regarding publication requirements may be proposed at the state and asked Mike Nolan to have that in mind as he prepares the City's legislative platforms. He said Spinach Festival was great and the goats were popular. He also said there have been fabulous concerts in the parks and encouraged others to attend the Greater Kansas City Opera performance in Sar-Ko-Par Trails Park on Wednesday at 6 PM.

## **STAFF REPORTS**

Beccy Yocham, City Manager, reminded everyone that there would be a Committee of the Whole Meeting next Tuesday with Municipal Services presenting on the sidewalk program and the Police Department presenting on the Community Advisory Board.

## **ADJOURN**

*Councilmember Nolte made a motion to adjourn and Councilmember Roh seconded the*

*motion. Motion passed unanimously.*

The meeting adjourned at 8:22 PM.



# Proclamation

**WHEREAS**, Lenexa's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education; and

**WHEREAS**, smoke alarms alert you to danger in the event of a fire where you may have as little as 2 minutes to escape safely and cut the risk of dying in home fires in half; and

**WHEREAS**, Lenexa residents should be sure everyone in the home understands the sounds of the smoke and carbon monoxide alarms and how to quickly respond. Using a planned and practiced home fire escape plan makes you more prepared and more likely to survive a fire; and

**WHEREAS**, Lenexa residents should ensure that alarms meet the needs of all family members, including those with sensory or physical disabilities;

**WHEREAS**, the 2021 Fire Prevention Month theme, ***“Learn the Sounds of Fire Safety”*** reminds us how important it is to learn the different sounds of alarms and how to respond to those alarms.

**NOW, THEREFORE**, I, Michael A. Boehm, Mayor of Lenexa, Kansas do hereby proclaim the month of October 2021 in Lenexa to be

## FIRE PREVENTION MONTH

**IN WITNESS WHEREOF**, I have hereunto set my hand this 5th day of October, 2021.



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Michael A. Boehm  
Mayor of Lenexa, Kansas

# Proclamation

**WHEREAS**, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind, enhancing and enriching the lives of every American; and,

**WHEREAS**, the arts and humanities play a unique role in the lives of our families, communities, and country; and,

**WHEREAS**, the pandemic has had a devastating impact on artists due to canceled events, yet the arts have helped lead us through these dark times by lifting our spirits, unifying communities, and jump-starting the economy; and,

**WHEREAS**, the humanities help diverse communities across the nation explore their history and culture with the support and partnership of the National Endowment for the Humanities, 56 district humanities councils, and local institutions; and,

**WHEREAS**, the arts and culture sector is a \$900 billion industry that supports 5.2 million jobs. Non-profit arts organizations are a \$4.2 billion economic driver for Kansas and a \$22.7 million economic driver for Johnson County.

**NOW, THEREFORE**, I, Michael A. Boehm, Mayor of Lenexa, Kansas do hereby proclaim the month of October 2021 as

## NATIONAL ARTS AND HUMANITIES MONTH

**IN WITNESS WHEREOF**, I have hereunto set my hand this 5th day of October, 2021.



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Michael A. Boehm  
Mayor of Lenexa, Kansas

# Proclamation

**WHEREAS**, on November 8, 1960, Kansas voters approved a constitutional amendment granting cities home rule authority, which gives local government, specifically cities, the power to make decisions at the local level based on the unique needs and values of their residents; and

**WHEREAS**, cities across Kansas manage differing opinions and views on issues ranging from zoning to funding for local services and programs. Home Rule keeps control of the community in the hands of local residents; and

**WHEREAS**, the Home Rule Amendment empowers cities to determine local affairs and government actions including the levying of taxes, fees, charges and other assessments; and

**WHEREAS**, the City of Lenexa and the League of Kansas Municipalities cities continually work to educate and engage municipal officials, the legislature, and the general public about the importance of Home Rule and local decision making; and

**WHEREAS**, the 60th anniversary of the passage of constitutional Home Rule is a fitting time for residents to learn about the Kansas Constitution and local laws, so that they may continue to receive the many benefits of Home Rule.

**NOW, THEREFORE**, I, Michael A. Boehm, Mayor of Lenexa, Kansas do hereby proclaim the 11th day of October, 2021 in Lenexa to be

## HOME RULE DAY

**IN WITNESS WHEREOF**, I have hereunto set my hand this 5th day of October, 2021.



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Michael A. Boehm  
Mayor of Lenexa, Kansas

The pandemic still hangs over pretty much every aspect of our lives like an annoying fog. It is light in some places, more dense in others, but still makes it hard to get a clear view of what's ahead.

In our presentation early this year, we reported on how, amazingly, not only did Lenexa survive the murky depths of 2020, but thrived.

We talked about seeing signs of a robust, v-shaped recovery, a quick bounce back to normality for the country, only to see the Delta variant put a chill on the warming economy.

Things are heating back up however, and there are rays of light glowing through the mist, shining on the region and, most importantly, Lenexa.

First some perspective. The U.S. economy is clearly recovering from the pandemic losses in 2020, as the GDP has climbed to 6.5% in the second quarter of this year, and the overall economy is expected to grow at 5.6% this year, which is a good number.

There are still concerns. Inflation is spiking at above 5%, but experts are calling that “transitory”, and that number is expected to trend down.

There are still too few job seekers, as over 10 million jobs remain unfilled. Supply chain issues and the resulting clogged ports from around the world are becoming worrisome for the holiday season, and are exacerbated by global tensions, mostly with China. The price of raw materials has skyrocketed, making new construction extremely expensive. Structural steel is backordered for up to a year and is at the second highest price point in history.

Even with all that as background noise, there is a reason for optimism as we strive to settle into whatever normal is going to look like as we head into 2022.

Our regional GDP continues to rebound slowly but steadily as it always does. The regional unemployment rate is around 5%, down from double digits during the height of the pandemic.

In Johnson County the unemployment rate is in the mid 3% range and there are more people working now than before the pandemic, so we have come back strong and continue to be the constant ray of light for the region and the state.

So, how are we doing right now, and how do we plan ahead? Regarding our everyday economic development activity, our prospect numbers are down by over 50% from this time last year. Most RFI's

we do see are large heavy manufacturing projects that don't really fit our community profile. Of the 28 active projects in Kansas currently, 17 are manufacturing and 8 are distribution and warehouse. There are only 2 office projects and 1 research and development project that are active right now.

Nonetheless, we have still managed to close some good deals, with projects such as the Collins Aerospace facility, Viracor, Thrasher, Millipore Sigma, Centralized Supply Chain, The VA Hospital, GE Johnson offices, and EPAC Packaging with a few months to go for this year. There is plenty of dirt moving all over the city with hundreds of thousands of square feet of logistics and light industrial space coming online in the next few months that will give us a shot at upcoming projects as the pipeline fills back up.

So, with 2021 almost in the books how are we positioned to go forward and how do we best plan for the future?

Let's take a look at some emerging trends and see how we might take advantage of them.

It has been said that COVID-19 didn't really create new trends, but just accelerated those that were already underway.

Here are some trends that have been accelerated:

- E-Commerce demand
- Suburban immigration
- Work from home
- Demand for open public space
- Retail space transformation
- Demand for medical services

And trends that have slowed or stopped:

- Appeal of dense central business districts
- In person conferences and meetings
- Experiential retail
- Tourist oriented retail
- Shrinking office space per worker



I will talk more about these in detail when I see you on Tuesday night, but these are just a few of the issues that we should be thinking about as we begin the new comprehensive planning process and look to the future.

In short, Lenexa stacks up very well. Thank you for your continued support as we have navigated these unprecedented waters and work our way out of the fog. We appreciate your partnership and friendship. Thank you!

**Lenexa Convention & Visitors Bureau  
Report to the Governing Body  
October 5, 2021**

**HOTELS**

Hotels took a major hit in 2020 but have started to come back in 2021. In Lenexa, much of this is due to the vigorous youth sports industry.

Lenexa hosted the Kansas County Clerks and Elections Officials Association in May 2021. They used the Radisson and the Thompson Barn, and everything went well for them.

**Transient Guest Tax:**

	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter:	3 <sup>rd</sup> Quarter:	4 <sup>th</sup> Quarter:
2019	\$265,475	\$380,137	\$372,761	\$367,528
2020	\$216,595	\$123,579	\$245,095	\$165,627
2021	\$151,903	\$292,077	June: \$114,184	July: \$141,224 August: \$169,870

**UPDATES:**

We continue our partnerships and memberships with Tourism Industry Association of Kansas (TIAK), Tour Kansas, KC Destinations, Northeast Tourism Coalition of Kansas and the Frontier Military Historic Byway.

I plan to attend the Tourism Industry Association of Kansas' (TIAK) annual conference in October.

At the 3 and 2 Baseball Club of Johnson County, they hosted 1870 tournament teams as of August. A bit down from previous years but still strong.

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Mr. Mayor and Councilmembers, I am so appreciative of your supportive of both me, the CVB and the Chamber. Thank you!

<b>Policy Number:</b>	GB-Finance-2	<b>Effective Date:</b>	10/5/2021
<b>Approved By:</b>	Governing Body	<b>Sunset Date:</b>	11/30/2022
<b>Approval Date:</b>	10/5/2021	<b>Prepared By:</b>	Finance Dept.
<b>Repeals/Replaces:</b>	Current Investment Policy (Resolution 2020-92)		
<b>Statutory Authority:</b>	K.S.A. 9-1402, 9-1403, 10-131, 12-1675, 12-1677b		
<b>Cross References:</b>	None		
<b>Policy Purpose:</b>	To establish the objectives and practices for investment of the City's operating fund and bond proceeds.		

## 1. Introduction.

The Governing Body of the City of Lenexa ("the City") has authority to invest all funds of the City pursuant to K.S.A. 12-1675. The purpose of this policy is to identify the investment objectives of the City and to establish procedures to achieve those objectives. This policy applies to all City employees.

This policy applies to all funds eligible for investment by the City pursuant to K.S.A. 12-1675 or other applicable law. The City Defined Benefit Pension Fund is excluded from this policy and shall be subject to the Pension Fund investment policy adopted by the City Retirement Committee pursuant to Section 1-6-G-3 of the City Code.

The Governing Body delegates responsibility for the implementation of this policy to the Chief Financial Officer (CFO). The CFO shall establish written procedures and internal controls to implement this policy and regulate the activities of subordinate employees involved in the investment process. The CFO shall manage the City's investments in a manner consistent with federal, state, and local law. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the CFO.

The CFO shall possess the following minimum qualifications:

- Hold a bachelor's degree in business, finance, public administration, or a related field;
- Have achieved ten (10) years of experience in municipal finance administration, including the investment of idle funds;
- Have achieved five (5) years of supervisory experience.

City employees acting pursuant to this policy shall be subject to the "prudent investor rule," as set forth in the Uniform Prudent Investors Act, K.S.A. 58-24a01 *et seq.* and amendments thereto. Except as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* and amendments thereto, investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of

personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

## 2. Ethics, Integrity and City Values.

Section 1-6-H-1 *et seq.* of the City Code establishes a Code of Ethics for all City employees. This Code of Ethics is reinforced through the City's Personnel Policies/Procedures and the City's values. The City's values are:

- Make every decision with integrity
- Deliver results through teamwork
- Provide exceptional service
- Lead into the future with vision
- Be dedicated to excellence
- We Care

All City employees involved with investment activities shall act in an honest and professional manner in accordance with the City's values, Code of Ethics, and Personnel Policies/Procedures. Employees involved in the investment process shall refrain from personal business activity that could be perceived as a conflict with the proper execution and management of the investment process, or that could impair their ability to make impartial decisions. In addition, employees involved in the investment process shall disclose any material interests in financial institutions with which they conduct business and shall not undertake personal investment transactions with the same individual with whom business is conducted on behalf of the City.

## 3. Investment Objectives.

The objectives of this investment policy, in order of priority, are: safety of principal; maintenance of adequate liquidity; and maximizing rate of return (yield).

Safety of Principal: Safety of principal is the most important objective of this policy. The CFO shall invest funds covered by this policy in a manner that seeks to ensure preservation of principal while managing both credit risk and interest rate risk.

The City will minimize credit risk (the risk of loss due to the failure of the security issuer or backer) by:

- Following state statute, which limits investment options to high-quality securities; and
- Working with broker/dealers and advisors registered to do business in the State of Kansas; and
- Diversifying the investment portfolio to minimize potential losses on individual securities.

The City will minimize the risk that the market value of securities in the portfolio will decline due to the changes in general interest rates by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations and debt service payments, thereby minimizing the need to sell securities on the open market prior to maturity;
- Investing the majority of cash funds in securities with maturities of twenty-four (24) months or less and utilizing an eligible sweep investment program of the main operating bank; and
- Limiting investments to a maximum stated maturity of four years.

Adequate Liquidity: The CFO shall invest funds covered by this policy in a manner that seeks to maintain liquidity to meet all cash requirements that may be reasonably anticipated. The CFO will structure the investment portfolio so that securities mature concurrently with anticipated cash flow needs. Furthermore, since all possible cash flow needs cannot be anticipated, the investment portfolio will contain securities with active secondary resale markets. A portion of the portfolio may be placed in investments which offer one-day liquidity for short-term funds, such as repurchase agreements and eligible sweep investment arrangements.

Rate of Return (Yield): The CFO shall structure the investment portfolio with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account investment risk constraints and liquidity needs. Return on investment is a lower priority than the safety and liquidity objectives.

#### **4. Competitive Placement of Funds.**

To the extent required by applicable law, all investments made pursuant to this policy should be bid to ensure competitive pricing. In accordance with K.S.A. 12-1675, funds will first be offered to banks and other eligible financial institutions located within the City. Annually, the City will send letters to banks and other eligible financial institutions located within the City to determine if any of these entities wish to bid on the City's investments during the upcoming 12 months. Those institutions which respond as willing to bid on the City's investments will be added to the City's authorized list of financial institutions (for certificates of deposit, the financial institutions must comply with the collateral and safekeeping requirements). For certificate of deposit transactions, the City will solicit bids from the authorized list of financial institutions. For other competitive investment transactions, the City will generally solicit bids from multiple security broker/dealers.

There are exceptions to the competitive bid policy. An example of an exception is when the City purchases new issue government agency securities where the price is the same through all brokers and the issuing agency pays the selling commission directly to the broker. In that case the City will rotate through the list of brokers when purchasing such securities. In addition, eligible sweep repurchase agreements with the main operating bank are not considered competitive biddable securities.



## **5. Authorized Security Broker/Dealers.**

The CFO shall maintain a list of security broker/dealers authorized to provide investment services. All broker/dealers who desire to become qualified for investment transactions (excluding bank certificates of deposit) shall register with the Kansas Securities Commissioner or the Federal Reserve Bank (if FINRA registration is not required by the entity's regulatory structure). Annually, the CFO will verify all broker/dealers for City investment transactions are registered with the Kansas Securities Commissioner or the Federal Reserve Bank.

Concurrent with the first instance of trading with a broker/dealer and then not less than annually, the CFO will convey a copy of this investment policy to each broker/dealer with which it does business. Any additional documentation required by a broker/dealer must be approved by the City before the City enters into an investment transaction with the broker/dealer.

## **6. Safekeeping and Custody of Investments.**

The CFO is responsible for establishing and maintaining an internal control structure designed to ensure the investments of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls should address the following points:

- Control of collusion;
- Separation of transaction authority from accounting and record keeping;
- Custodial safekeeping;
- Avoidance of physical delivery securities other than certificates of deposit;
- Clear delegation of authority to subordinate staff members;
- Written confirmation of transactions for investments and wire transfers; and
- Development of a wire transfer agreement with the main operating bank and third-party custodian.

Delivery vs. Payment: All trades will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution simultaneously with the release of funds. Securities will be held by a third-party custodian (as evidenced by safekeeping receipts) in the City's name.

Safekeeping of Securities: To protect against potential fraud or embezzlement, the investments of the City shall be secured through third-party custody and safekeeping procedures. Ownership shall be protected through third-party custodial safekeeping. The City shall contract with a single financial institution for custodial and safekeeping services for the City's investment portfolio.

All securities owned by the City shall be held by a single safekeeping agent in the name of the City of Lenexa, Kansas. The exception to this may be when participating in tri-party repurchase agreements by which the broker and the City jointly select a safekeeping agent.

Security for deposits with financial institutions will be held in a third-party entity and registered jointly to the City and to the depository financial institution as required by Kansas law. Securities purchased on or after the effective date of this policy are to be held in the City's tri-party sub-custodial safekeeping account by the City's primary safekeeping agent.

Securities which serve as security for repurchase agreements must be delivered to a third-party custodian with whom the City has established a third-party safekeeping agreement.

The authorization to release City securities and transfer City funds will be accomplished by authorized City staff.

The investment process shall be subject to an annual independent review by an external auditor to assure adequate internal controls (including the verification of securities and collateral).

## **7. Collateral Requirements.**

As detailed in K.S.A. 9-1402, a bank, trust company, savings and loan association, or savings bank must collateralize City deposits (the amount of money on deposit with an institution at any given time) to qualify as a depository. Allowable collateral includes:

- Securities: The financial institution may pledge or assign for the City's benefit sufficient securities, the market value of which is at least 105% of the total deposits. Peak period collateral agreements permitted under K.S.A. 9-1403 and securities that cannot be priced using the Bloomberg Professional Service will not be accepted by the City. The allowable securities acceptable to the City are limited to: direct obligations of, or obligations insured by, the U.S. Government or any agency thereof, and obligations and securities of U. S. government-sponsored corporations, which, under federal law, may be accepted as security for public funds.
- Corporate Surety Bond: The financial institution may provide a corporate surety bond of a surety corporation authorized to do business in Kansas in an amount equal to the amount on deposit including interest accrued.
- Federal Home Loan Bank Letters of Credit: The financial institution may provide a letter of credit from any Federal Home Loan Bank in an amount equal to the funds on deposit including interest accrued.

- Personal Bond: The financial institution may provide a personal bond in double the amount of the funds on deposit including interest accrued.

The depository institution shall provide reports on a monthly basis (or more often if requested by the CFO) to allow for the verification of collateral eligibility and amounts.

## **8. Investment Parameters.**

The investments authorized for cash funds under this policy shall be in conformance with K.S.A. 10-131, K.S.A. 12-1675, K.S.A. 12-1677b, and any other applicable statutes and amendments thereto. The investments authorized for the proceeds of bonds or temporary notes under this policy shall be in conformance with K.S.A. 10-131 and amendments thereto.

The CFO shall diversify the investment portfolio by:

- Avoiding over-concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities);
- Limiting investment in securities that have higher credit risks;
- Investing in securities with varying maturities; and
- Continuously investing a portion of the portfolio in readily available funds such as the Kansas Municipal Investment Pool or eligible overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

In addition, no single financial institution should hold demand or time deposits which will constitute more than 10% of the City's total portfolio value and no more than 33% of the total portfolio value in any investment type of the City should be placed with a single issuer other than the United States Treasury.

The following maximum limits, by instrument, are established for the City's total investment portfolio:

<b>Investment Type</b>	<b>Maximum Percentage of Portfolio</b>
Repurchase Agreements	30%
Collateralized Time & Demand Deposits	100%
U.S. Treasury Notes & Bills	100%
U.S. Government Agency Securities*	90%
Kansas Municipal Investment Pool	30%
Bank Trust Department Municipal Pools	10%
Kansas General Obligation Bonds	10%
Temporary Notes or No-Fund Warrants	10%

\*The City does not invest in subordinated agency securities (which rank below other securities with regard to claims on assets).

The limit on repurchase agreements and Kansas MIP deposits may exceed 60%, but not more than 75%, of the portfolio for a maximum of forty-five (45) days during each of the January and June property tax distributions, and prior to debt service payments on March 1<sup>st</sup> and September 1<sup>st</sup>.

Investment Portfolios: The City's funds shall be separated into two portfolios for efficient investment management. The short-term operating portfolio is defined as maturities less than 1 year. The long-term operating portfolio has maturities 1 year or greater and would be considered "core" investments that the City would own for a longer period of time. Funds will be allocated to the portfolios based on the projected cash flow needs of the City.

Maturity Schedule/Sale of Securities: In general, the City's philosophy is to ladder the portfolios with investments maturing each month in order to meet cash flow requirements. The maturities will usually occur each month over a period ranging from the current date up to forty-eight (48) months from the current date. Bond and temporary note proceeds will be invested to match anticipated capital project expenditures and will generally mature within eighteen (18) months.

The sale of securities before maturity may occur for the following reasons:

- A security with declining credit may be sold early to minimize loss of principal;
- A security swap would improve the quality, yield, or target maturity of the portfolio; or
- Liquidity needs require that the security be sold. In this situation, the City will generally look first to sell securities maturing within the next month in order to minimize realized losses from the sale of securities.

Approval of the CFO is required before a security is sold prior to maturity.

## **9. Reporting.**

The CFO shall prepare a quarterly investment report for review by the City Manager and Governing Body. The quarterly investment report shall include the following information:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from market value changes for securities held in the long-term operating portfolio that are not intended to be held until maturity.
- Average weighted yield to maturity of portfolios as compared to applicable benchmarks.
- Percentage of total portfolio which each type of investment represents.
- Percentage of total portfolio which each banking institution holds.

The CFO may also include other relevant information in the quarterly investment report.

**Portfolio Performance Benchmarks:** The operating investment portfolios should equal or exceed a market average rate of return during periods of stable interest rates. The City's performance benchmarks are:

- Short-term portfolio: equal or exceed the average 91-day U.S. Treasury Bill yield.
- Long-term portfolio: equal or exceed the average 1-year U.S. Treasury Note yield.

**Marking to Market:** The market value of the investment portfolios shall be calculated at least monthly and formal statements of market value shall be issued at least monthly by the safekeeping agent. The formal statement will include the market value, book value, and unrealized gains or losses for the securities in the portfolios. Also, the statement will include monthly transaction information.

The City will record mark to market information in the financial statements at the end of each fiscal year.

## 10. Other Provisions.

The City has elected to use expanded investment powers granted by the Pooled Money Investment Board (PMIB). The PMIB grants the use of investment powers annually to the City by reviewing the City's investment policy (including any amendments to the investment policy) and other investment information. In addition, the Governing Body is required to review and approve the investment policy annually in order to use expanded investment powers.

## 11. Definitions.

The following is a glossary of key investing terms which appear in the investment policy.

**AGENCY SECURITIES:** A debt security issued by a United States sponsored enterprise or government agency. The City will only invest in obligations and securities of United States sponsored enterprises or agencies that under federal law may be accepted as security for public funds. The City will not invest in mortgage-backed securities of such enterprises, which include the Government National Mortgage Association.

**BOND PROCEEDS:** The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These monies are used to finance a capital project.

**BROKER:** A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides. In the money market, brokers are active in markets in which banks and others buy and sell securities.



**CERTIFICATE OF DEPOSIT:** A time deposit in a bank with a specific maturity evidenced by a certificate. Generally CD's are not marketable.

**COLLATERALIZATION:** A process by which a borrower pledges securities, deposits, letters of credit, or surety bonds for the purpose of securing the repayment of a loan and/or security. Securities of United States sponsored enterprises or government agencies may be pledged as collateral as allowed by federal law.

**COLLUSION:** A secret agreement between two or more persons for a fraudulent purpose.

**COMMERCIAL BANK:** A bank, the principal functions of which are to receive demand deposits and to make loans.

**CORPORATE SURETY BOND:** A contractual arrangement between the surety, the depositor and depository institution, whereby the surety agrees to protect the depositor if the depository institution defaults in performing the depository institution's contractual obligations. The bond is the instrument which binds the surety.

**CREDIT RISK:** The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

**CUSTODIAL AGENT:** An entity that holds collateral for deposits with financial institutions, investment securities, or securities underlying repurchase agreements.

**DEMAND DEPOSIT:** A bank deposit that can be withdrawn by the depositor and without advance notice.

**DEPOSITORY FINANCIAL INSTITUTION (Depository):** The place where a deposit is placed and kept.

**DEPOSITORY SECURITY:** Collateral pledged by a financial institution to guarantee deposits on hand that exceeds depository insurance.

**DIVERSIFICATION:** A process of investing assets among a range of security types by sector, maturity and quality rating.

**DELIVERY VERSUS PAYMENT (DVP):** A type of securities transaction in which the purchaser pays for the securities when they are delivered to either the purchaser or his/her custodian. Payment is made simultaneously with the delivery of securities so the purchaser is never without either cash or securities.

**FANNIE MAE:** Fannie Mae (the Federal National Mortgage Association (FNMA)) is a private stockholder-owned corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. The corporation's purchases include

a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. Fannie Mae's securities are also highly liquid and are widely accepted. Fannie Mae assumes and guarantees that all security holders will receive timely payment of principal and interest. This is an example of an agency security.

**FEDERAL AGRICULTURAL MORTGAGE CORPORATION (FARMER MAC):** A government sponsored enterprise which purchases newly originated and seasoned agricultural loans from lenders, issues long-term standby commitments to purchase agricultural mortgage loans, exchanges loans for mortgage-backed securities through a swap program, and purchases and guarantees mortgage bonds backed by eligible agricultural mortgage loans. This is an example of an agency security.

**FEDERAL FARM CREDIT BANKS FUNDING CORPORATION (FFC):** A government sponsored enterprise responsible for issuing and marketing debt securities to finance the loans, leases, and operations of the Farm Credit System. This is an example of an agency security.

**FEDERAL HOME LOAN BANK (FHLB):** Government-sponsored wholesale banks, which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to liquify the housing-related assets of its members who must purchase stock in their district Bank. This is an example of an agency security.

**FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC):** A federal agency which purchases first mortgages from members of the Federal Reserve System and the Federal Home Loan Bank System. Commonly called "Freddie Mac." This is an example of an agency security.

**GENERAL OBLIGATION (G.O.) BONDS OR NOTES:** Bonds or notes secured by the "full faith and credit" of the issuing government and backed by revenues from its taxing power.

**IDLE FUNDS:** Money which is not immediately required for the purposes for which it was collected or received and may be invested.

**INTEREST RATE:** The annual rate of interest received by an investor from the issuer of fixed-income securities. The percentage of an amount of money which is paid for its use for a specified time.

**INTEREST RATE RISK:** The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

**INVESTMENT:** Commitment of money to gain profit or interest, such as by purchasing securities.

**KANSAS MUNICIPAL INVESTMENT POOL (MIP):** The State of Kansas offers a Local Government Investment Pool (LGIP) entitled "State of Kansas Municipal Investment Pool," which is governed by the State of Kansas Pooled Money Investment Board (PMIB). It is a pooled investment vehicle (available to public entities in the state of Kansas) investing in US Treasury and Agency securities, certificates of deposit in Kansas banks, commercial paper, and corporate bonds. Investments range from overnight to two years at the option of the investor.

**LIQUIDITY:** Refers to the ability of an instrument to be converted into cash rapidly without substantial loss of value.

**MARKET VALUE:** The price at which a security is traded and could be purchased or sold on a given day.

**MARKING TO MARKET:** The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

**MATURITY:** The length of time an investment is offered.

**MATURITY DATE:** The date on which payment of a financial obligation is due. The final stated maturity date is the date on which the issuer must retire an investment instrument and pay the face value to the investor.

**MONEY MARKET FUND:** Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repurchase agreements, agency securities, and federal funds).

**MUNICIPAL NOTE:** Short-term notes issued by municipalities in anticipation of tax receipts, proceeds from a bond issue, or other revenues.

**PAR VALUE:** The amount of principal which must be paid at maturity, also referred to as the face amount of a bond.

**PORTFOLIO:** Collection of securities held by an investor.

**PRINCIPAL:** The face amount or par value of a debt security.

**REALIZED GAIN OR LOSS:** The amount of realized gain from the sale or other disposition of property is the excess of the amount realized over the adjusted basis of the property. The amount of realized loss is the excess of the property's adjusted basis over the amount realized.

**REPURCHASE AGREEMENT (Repo):** An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price at a specified later date.

**SAFEKEEPING:** The holding of securities by a financial institution on behalf of the securities owners.

**SECURITY:** Documents that can be traded for value; an instrument of ownership or debt used to finance government and corporate entities.

**SECURITIES SWAP:** Trading one asset for another.

**TIME DEPOSIT:** Another term for a savings account or certificate of deposit in a commercial bank.

**TRUST DEPARTMENT:** A department of a bank, which is authorized to serve in a fiduciary capacity.

**UNITED STATES GOVERNMENT SECURITIES (Treasuries):** Bonds, notes, treasury bills or other securities constituting direct obligations of the United States of America, or obligations that principal of and interest on which are fully and unconditionally guaranteed as to the full and timely payment by, the United States of America.

**UNREALIZED GAIN OR LOSS:** A profit or loss that has not yet materialized. An example of an unrealized gain would be an appreciated stock in which the price has increased but, if the stock is not sold, the profit is considered an unrealized gain.

**YIELD:** The current rate of return on an investment security generally expressed as a percentage of the security's current price.

## REDEVELOPMENT PROJECT PLAN 8 FOR THE RIDGEVIEW MINING TIF DISTRICT

(The Retreat on the Prairie Project)

In accordance with K.S.A. 12-1770 *et seq.*, as amended (the “**Act**”), to promote, stimulate and develop the general and economic welfare of the city of Lenexa, Kansas (“**City**”), the Lenexa City Council adopted Ordinance No. 4074 on June 17, 1997, establishing a Redevelopment (TIF) District (the “**Meritex TIF District**”). The Meritex TIF District was amended on January 19, 2010 by Ordinance No. 5135 electing to apply the provisions of K.S.A 12-1770 *et. seq* as thereafter amended (the “**Act**”) and further amended June 1, 2010 by Ordinance No. 5145, at which time the Meritex TIF District and a portion of the South Mining TIF District were combined to create the Ridgeview Mining TIF District (the “**Ridgeview Mining TIF District**” or the “**District**”). The Ridgeview Mining TIF District includes approximately 961 surface and subsurface acres located south of Prairie Star Parkway, west of Renner Blvd., east of Mill Creek and north of K-10 and legally described in attached **Exhibit A**.

The Act allows one or more TIF projects to be undertaken by a city within an established district and any such project plan may be implemented in separate development stages.

The City desires to establish another project plan in the Ridgeview Mining TIF District. Project Plan 8 (the “**Project Plan 8**”, also referred to as the “**Project Plan**”) will include approximately 41 surface acres located in the northwest corner of the intersection of K-10 Highway and Ridgeview Road and is legally described on **Exhibit B** (the “**Project Plan 8 Area**”). The Developer for the Project Plan is LANE4 Property Group, Inc. (the “**Developer**”). The improvements anticipated within the Project Plan 8 Area are a mixed-use project consisting of a multi-family residential complex and approximately five pad sites that will have various commercial uses including but not limited to retail, restaurants, office, convenience and gas station, and hotel, as well as associated improvements all of which are more specifically described in **Section 5** herein.

Project Plan 8 shall extend for a period of twenty (20) years from the date the Project Plan is approved by the City (the “**Project Plan Term**”). The incremental ad valorem property taxes (as defined by the Act) generated from the real property within the Project Plan 8 Area during the Project Plan Term in excess of the amount of real property taxes collected for the base year assessed valuation shall constitute the “**TIF Revenues**”. In accordance with the Act and in cooperation with the Planning Commission, the City prepared Project Plan 8.

### 1. **Comprehensive Feasibility Study.**

Staff prepared a Financial Feasibility Study (“**Feasibility Study**”) for Project Plan 8 attached hereto as **Exhibit E**. Projections on development in the Project



Plan 8 Area were provided by the Developer. The Feasibility Study incorporates a number of assumptions, including a constant mill levy of 96.591, which excludes the 20 mill school levy and the 1.5 State mill levy. The mill levy may vary each year of the TIF Term based on legislative actions and budgetary decisions made by the individual taxing jurisdictions. It also assumes property tax collection at 100%, Private Project completion by December 31, 2026 and a 1.5% annual increase in appraised valuation after the Private Project is fully constructed and stabilized.

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

There is an estimated total of \$ in TIF Reimbursable Costs identified with Project Plan 8, but reimbursement of TIF Reimbursable Costs is dependent upon the amount of TIF Revenues generated within the Project Plan 8 Area during the Project Plan Term and received by the City, and shall be paid in accordance with the amount, priority and duration set forth in the DDA. In no event will any TIF Reimbursable Costs be reimbursed in an amount that exceeds the amount of TIF Revenues available.

The Feasibility Study indicates that if projected development, assessed values and tax revenues are accurate, TIF Revenues will be sufficient to reimburse the Developer for a portion of the approved Private TIF Reimbursable Costs. Other revenue sources, including but not limited to private equity, are available to meet Private TIF Reimbursable Costs and other private development costs associated with the Project. TIF Reimbursable Costs must (1) be reasonably approved by the City in accordance with the terms of the DDA; (2) meet the definition of “redevelopment project cost” set out in K.S.A. 12-1770a(o), as amended; (3) be an eligible expense under the City’s adopted TIF Policy and/or Procedures, unless otherwise permitted in the DDA; (4) be authorized in this Project Plan 8 and in the Ridgeview Mining TIF District Plan; and (5) be in compliance with the terms for reimbursement and prioritization described with particularity in the DDA.

The City has authorized a maximum reimbursement of \$21,900,029 to Developer for Private TIF Reimbursable Costs and anticipates reimbursing Developer for such Private TIF Reimbursable Costs incurred and paid by the Developer with available TIF Revenues generated during the twenty (20) year Project Plan Term. The Public TIF Reimbursable Costs total \$15,000,000 plus the annual TIF Administrative Fee and will be reimbursed to the City with available TIF Revenues in the time and priority set forth in the DDA. Based on the current projections and cash flow analysis contained in the Feasibility Study, it is determined that the Project benefits, TIF Revenues and other available revenues, exceed the TIF Reimbursable Costs, and that the TIF Revenues and other available revenue sources, including private revenue sources for the private costs, should be sufficient to pay for such TIF Reimbursable Costs. For any improvements constructed by Developer in Project Plan 8, the Developer is responsible for all expenses, including but not limited to, Private TIF Reimbursable Costs, even if they exceed the amount of available TIF Revenues. The City reserves the right to amend the specific approved TIF Reimbursable Costs, and the amount, duration and prioritization thereof, to conform to the provisions of the DDA. City may also amend this Project Plan 8 in accordance with state law and the DDA.

In summary, assuming Project Plan 8 approval in fall 2021 with construction commencing spring 2022 and completion of all phases by the end of 2026, the City anticipates the ad valorem property tax increment will generate approximately \$34,171,673 over the Project Plan Term (the “**Estimated Total TIF Revenue Projection**”). The Developer will be responsible for all expenses of Developer, including the Private TIF Reimbursable Costs, above the TIF Revenue generated from Project Plan 8 and allocated to the Private TIF Reimbursable Costs during the Project Plan Term. If the TIF Revenue does not meet the estimated total TIF Reimbursable Costs, the City shall be under no obligation to provide financial assistance to Developer beyond the TIF Revenues actually generated from the Project Plan 8 Area in accordance with the distribution formula and term set out in the DDA. A summary of the feasibility assumptions and Estimated Total TIF Revenue Projection is included in **Exhibit E**.

## **2.     Redevelopment District Plan and Redevelopment (TIF) Project Plan 8.**

### Redevelopment District Plan (Ridgeview Mining TIF District Plan)

The Ridgeview Mining TIF area includes land within the City of Lenexa, Kansas generally described as an area of approximately 961 surface and subsurface acres located south of Prairie Star Parkway, west of Renner Blvd., east of Mill Creek and north of K-10. The Ridgeview Mining TIF District Plan contemplates multiple surface and subsurface redevelopment project areas and various public infrastructure projects, all of which will help remediate and reclaim the land within the Ridgeview Mining TIF area. Development of individual project plan areas and the public infrastructure will be built in phases in accordance with one or more approved redevelopment project plans within the Ridgeview Mining TIF District.

In accordance with the Ridgeview Mining TIF District Plan, TIF increment may be used to pay for eligible project expenses within specific project plan areas for such items including but not limited to reclamation; geotechnical evaluation and structural study and improvements of the surface and/or subsurface; relocation or installation of public utilities; public or private streets, including Ridgeview Road and 99th St., alleys, drives, bridges and other incidental uses associated therewith; watershed improvements; drainage and stream way buffers; landscaping; open space and park amenities; surface and structured parking; and eligible costs associated with retail, office, business park, hotel, entertainment venues and multi-family uses; and other authorized uses set forth in the Ridgeview Mining TIF District Plan and permitted by the Act and the City TIF Policy & Procedures.

### Redevelopment (TIF) Project Plan 8

Project Plan 8 incorporates approximately 41 surface acres of improvements located within the Ridgeview Mining TIF District. Project Plan 8 Area is legally described in **Exhibit B** and will include improvements described in Section 5 herein.

#### **3. Map of Redevelopment Project Plan 8 Area.**

A map of the Project Plan 8 Area is attached as **Exhibit D**.

#### **4. Relocation Assistance Plan.**

No relocation will occur as a result of Project Plan 8 and therefore no relocation assistance plan is provided.

#### **5. Description of the Building and Facilities Proposed to be constructed.**

The Private Project part of Project Plan 8 is a mixed-use development that is anticipated to include approximately 373 apartment units in five building as well as an internal clubhouse and other amenities; five commercial pad sites including approximately 19,000 sq. ft. of retail, restaurant and convenience uses in approximately three buildings; an approximately 85,000 sq. ft., 130-room hotel, and a 38,500 sq. ft. office; and access roads, surface parking, sidewalks, landscaping, site development, surface remediation and reclamation and associated infrastructure. Private TIF Reimbursable Costs incurred as a result of Project Plan 8 include, but are not limited to, architectural and engineering costs associated with the site improvements (but excluding all other vertical buildings to be owned or leased by the Developer), infrastructure improvements, site development, surface parking, lighting, landscaping, hardscape, utilities located within the right-of-way, sidewalks, and related site amenities, and TIF Fee. The Private TIF Reimbursable Costs are described in more detail in the DDA.

Public improvements include but are not limited to the Ridgeview Road Project; sanitary sewer extensions within the District; public street infrastructure projects within the District; land acquisition costs within the District; and public park improvements within the District (the “**Public Improvements**”).

**6. Other Relevant Information.**

- a. Reimbursement of TIF Reimbursable Costs shall be made from ad valorem property tax increment (as defined in the Act) actually received by the City from Project Plan 8 Area and deposited into the special fund established by the City in accordance with K.S.A. 12-1778 (the “**Project Plan 8 Fund**”).
- b. If sufficient TIF Revenues are not available to pay all of the Private TIF Reimbursable Costs, the City is under no obligation to reimburse Private TIF Reimbursable Costs from any other source.
- c. Prior to any reimbursement of Private TIF Reimbursable Costs, each entity receiving reimbursement with TIF Revenues shall enter into a separate, valid and enforceable DDA with the City. The procedure for distribution, reimbursement and priority of payment of the Private TIF Reimbursable Costs shall be set out in the DDA and consistent with this Project Plan 8.
- d. Project Plan 8 is located within the Project Plan 2 area adopted by Ordinance No. 5594 on April 18, 2017. The City may subordinate its right to receive TIF Revenue reimbursement in a separate, valid and enforceable DDA with the Developer.

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF RIDGEVIEW MINING REDEVELOPMENT DISTRICT**

An area within the City of Lenexa, Kansas the area is generally located in the southwest corner of 95th Street and Renner Boulevard and more specifically described as follows:

That part of the entire 95th Street right-of-way adjacent to or a part of the north section line of Section 6, Township 13, Range 24; and

All that part of Section 6, Township 13, Range 24 and the East half of Section 1, Township 13, Range 23, now in the city limits of Lenexa, Johnson County, Kansas, lying both above and below the Farley ledge of Limestone or where such ledge does not exist, the projected plane thereof, as defined by a qualified geologist and more particularly described as follows:

Commencing from the Point of Beginning at the Northeast corner of Section 6, Township 13, Range 24, following the East section line of Section 6, a distance of 1997.13 feet, thence South 87°39'32" West, a distance of 363 feet, thence South 02°20'28" East a distance of 600 feet, thence North 87°39'32" East a distance of 363 feet to the East line of Section 6, thence commencing Southeast along the East section line of Section 6 a distance of 1744 feet±, thence South 86°47'24" West a distance of 60 feet to the beginning of the North right-of-way line of K-10 Highway, thence following the K-10 Highway right-of-line approximately South 86°0'0" West a distance of 385±, thence approximately South 48°0'0" West a distance of 1059 feet± along K-10 right-of-way, thence approximately North 02°0'0" West a distance of 1051 feet±, thence approximately South 87°0'0" west a distance of 1376 feet± to the West quarter section line of the Southeast quarter of Section 6, thence Northwesterly to the Northwest corner of the Southeast quarter section of Section 6, thence Southwesterly along the North line of the Southwest quarter section of Section 6 to the West line of Section 6, thence approximately South 86°0'0" West a distance of 759 feet± to the South right-of-line of Atchison Topeka Santa Fe Railroad Line, thence South 33°0'0" West a distance of 913 feet±, thence approximately North 02°0'0" West a distance of 240 feet± to the North right-of-line of Atchison Topeka Santa Fe Railroad Line, thence following the radius of the right-of-way line Northeasterly as it curves around to intersect with the North line of the Northeast 1/4 section of Section 1, Township 13, Range 23, thence following the North line of the Northeast 1/4 section of Section 1 Northeasterly to the North line of Section 6, Township 13, Range 24, thence following the North line of Section 6 Northeasterly to the Point of Beginning:



AND EXCEPT

The subject land identified by County parcel number IF241306-3013 which is legally defined and identified as follows:

All that part of the north 1/2 of Section 6, Township 13, Range 24, now in the City of Lenexa, Johnson County, Kansas, lying above the Farley ledge of Limestone, or where such ledge does not exist, the projected plane thereof, as defined by a qualified geologist, more particularly described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 6; thence South 87 degrees 45 minutes 27 seconds West, along the North line of the Northeast 1/4 of said Section 6, a distance of 1,505.75 feet, to the true point of beginning of subject tract; thence continuing South 87 degrees 45 minutes 37 seconds West, along the North line of the Northeast 1/4 of said Section 6, a distance of 1,136.78 feet, to the Northwest corner thereof; thence South 87 degrees 46 minutes West, along the North line of the Northwest 1/4 of said Section 6, a distance of 388.16 feet; thence South 2 degrees 14 minutes East, a distance of 1,315.92 feet to a point on the South line of the North 1/2 of the Northwest 1/4 of said Section 6; thence North 87 degrees 20 minutes 17 seconds East, along the South line of the North 1/2 of the Northwest 1/4 of said Section 6, a distance of 389.26 feet, to the Southeast corner thereof; thence North 87 degrees 19 minutes 04 seconds East, along the South line of the North 1/2 of the Northeast 1/4 of said Section 6, a distance of 1,135.87 feet; thence North 2 degrees 14 minutes 23 seconds West, a distance of 1,304.24 feet, to the true point of beginning of subject tract.

AND INCLUDING

A tract of land being part of the Southeast Quarter of Section 1, Township 13 South, Range 23 East and part of the South Half of Section 6, Township 13 South, Range 24 East, in the City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

Commencing at the Southeast corner of said Section 1; thence along the East line of said Section 1, N 2° 10' 25" W, a distance of 346.80 feet, to a point on the North right-of-way line of Kansas Highway No. 10, as now established, said point also being the True Point of Beginning of subject tract; thence along said North right-of-way line of Kansas Highway No. 10, S 87° 59' 30" W, a distance of 47.80 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 12° 02' 30" W, a distance of 103.10 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 86° 51' 30" W, a distance of 539.10 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 51° 41' 30" W, a distance of 256.10 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 85° 06' 30" W, a distance of 602.50 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 85° 38' 30" W, a distance of 426.40 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 72° 59' 30" W, a

distance of 271.17 feet; thence departing said North right-of-way line of Kansas Highway No. 10, N 50° 06' 31" E, a distance of 95.92 feet, to a point of curvature; thence Northeasterly, along a curve to the left, having a radius of 165.00 feet and a central angle of 25° 05' 19", a distance of 72.25 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the right, having a radius of 385.00 feet, a central angle of 40° 23' 13" and whose initial tangent bearing is N 25° 01' 12" E, a distance of 271.38 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the left, having a radius of 415.00 feet a central angle of 47° 16' 26" and whose initial tangent bearing is N 65° 24' 25" E, a distance of 342.41 feet, to a point of tangency; thence N 18° 08' 01" E, a distance of 50.19 feet, to a point of curvature; thence Northerly, along a curve to the left, having a radius of 415.00 feet and a central angle of 20° 23' 48", a distance of 147.74 feet, to a point of reverse curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 231.06 feet, a central angle of 37° 05' 46" and whose initial tangent bearing is N 2° 15' 49" W, a distance of 149.60, to a point of tangency; thence N 34° 49' 59" E, a distance of 314.86 feet, to a point on the North line of the South Half of the Southeast Quarter of said Section 1; thence continuing N 34° 49' 59" E, a distance of 55.59 feet; thence N 54° 36' 41" E, a distance of 60.11 feet; thence N 24° 13' 55" E, a distance of 1,309.20 feet; thence N 46° 51' 14" E, a distance of 127.56 feet, to a point on the North line of the Southeast Quarter of said Section 1; thence along said North line of the Southeast Quarter of Section 1, N 86° 51' 14" E, a distance of 511.04 feet to the Northeast corner of said Southeast Quarter, said point also being the Northwest corner of the Southwest Quarter of said Section 6; thence along the North line of said Southwest Quarter of Section 6, N 87° 15' 30" E, a distance of 2,484.11 feet to the Northeast corner of said Southwest Quarter of Section 6; thence along the East line of said Southwest Quarter of Section 6, S 2° 07' 59" E, a distance of 2,482.60 feet, to a point on the North right-of-way line of said Kansas Highway No. 10; thence along said North right-of-way line of Kansas Highway No. 10, S 88° 36' 26" W, a distance of 706.19 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 84° 22' 10" W, a distance of 544.40 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 66° 00' 10" W, a distance of 269.30 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 74° 32' 50" W, a distance of 577.20 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 88° 39' 10" W, a distance of 341.70 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 18° 53' 50" W, a distance of 104.40 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 87° 48' 10" W, a distance of 60.90 feet, to the True Point of Beginning and containing 211.4 acres more or less.

And including the Southwest Quarter of the Southeast Quarter of Section 6, Township 13 South, Range 24 East, in the City of Lenexa, Johnson County, Kansas and containing 40.4 acres more or less.

AND INCLUDING

A tract of land in the Northeast Quarter of Section 6, Township 13 South, Range 24 East, City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

The East 363 feet of the South 600 feet of the of the South Half of said Northeast Quarter of Section 6, except the North 120 feet of the East 181.5 feet of said South 600 feet, and containing 4.50 acres more or less.

AND INCLUDING

A tract of land in the Northeast Quarter of Section 6, Township 13 South, Range 24 East, City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

The North 120 feet of the East 181.5 feet of the south 600 feet of the South Half of said Northeast Quarter of Section 6, and containing 0.50 acres more or less.

AND INCLUDING

A tract of land in the Southeast Quarter of Section 6, Township 13 South, Range 24 East, City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

All that part of the Kansas State Highway 10 right-of-way lying in the East Half of said Southeast Quarter of Section 6, and containing 19.7 acres more or less.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF PROJECT PLAN 8**

Tract 1:

All that part of the South Half of the Southeast Quarter of Section 1, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence North 2 degrees 10 minutes 24 seconds West, (North 0 degrees 34 minutes West, Deed), along the East line of said Quarter Section, a distance of 346.80 feet, to the North right-of-way line of Kansas Highway No. 10, and the point of beginning; thence South 87 degrees 59 minutes 30 seconds West, (South 89 degrees 23 minutes West, Deed), along said North right-of-way line, a distance of 47.80 feet, (49.1 feet, Deed); thence South 12 degrees 02 minutes 30 seconds West, (South 13 degrees 26 minutes West, Deed), along said North right-of-way line, a distance of 103.10 feet; thence North 86 degrees 51 minutes 30 seconds West, (North 85 degrees 28 minutes West, Deed), along said North right-of-way line, a distance of 539.10 feet; thence South 51 degrees 41 minutes 30 seconds West, (South 53 degrees 05 minutes West,

Deed), along North right-of-way line, a distance of 256.10 feet; thence South 85 degrees 06 minutes 30 seconds West, (South 86 degrees 30 minutes West, Deed), along said North right-of-way line, a distance of 602.50 feet; thence South 85 degrees 38 minutes 30 seconds West, (South 87 degrees 02 minutes West, Deed), along said North right-of-way line, a distance of 426.40 feet; thence North 72 degrees 59 minutes 30 seconds West, (North 71 degrees 36 minutes West, Deed), along said North right-of-way line, a distance of 271.27 feet; thence North 50 degrees 06 minutes 40 seconds East, departing said North right-of-way line, a distance of 95.97 feet, to a point of curvature; thence Northeasterly, along a curve to the left, having a radius of 165.00 feet, and a central angle of 25 degrees 05 minutes 15 seconds, a distance of 72.25 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the right, having a radius of 385.00 feet, and a central angle of 40 degrees 23 minutes 11 seconds, a distance of 271.38 feet, to a point of reverse curvature; thence Northeasterly and Northerly, along a curve to the left, having a radius of 415.00 feet, and a central angle of 47 degrees 16 minutes 27 minutes (*sic* seconds), a distance of 342.41 feet, to a point of tangency; thence North 18 degrees 08 minutes 10 seconds East, a distance of 50.19 feet, to a point of curvature; thence Northerly, along a curve to the left, having a radius of 415.00 feet, and a central angle of 20 degrees 23 minutes 50 seconds, a distance of 147.74 feet, to a point of reverse curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 231.06 feet, and a central angle of 37 degrees 05 minutes 49 seconds, a distance of 149.60 feet, to a point of tangency; thence North 34 degrees 50 minutes 08 seconds East, a distance of 314.86 feet, to the North line of the South Half of said Quarter Section; thence North 87 degrees 01 minutes 13 seconds East, along said North line, a

distance of 1273.39 feet, to the East line of said Quarter Section; thence South 2 degrees 10 minutes 24 seconds East, along said East line, a distance of 977.30 feet, to the point of beginning.

Tract 2:

All that part of the Northwest Quarter of the Southwest Quarter of Section 6, Township 13, Range 24, now in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 6; thence North 20 degrees 10 minutes 24 minutes (*sic* seconds) West, along the West line of the Southwest Quarter of said Section 6, a distance of 1324.10 feet, to the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 6, said point also being the true point of beginning of subject tract; thence continuing North 2 degrees 10 minutes 24 seconds West, along the West line of the Northwest Quarter of the Southwest Quarter of said Section 6, a distance of 83.89 feet; thence Southerly and Southeasterly, along a curve to the left having a radius of 376 feet, a central angle of 20 degrees 38 minutes 07 seconds and whose initial tangent bearing is South.43 degrees 52 minutes 34 seconds East, a distance of 135.42 feet, to a point on the South line of the Northwest Quarter of the Southwest Quarter of said Section 6; thence South 87 degrees 16 minutes 53 seconds West, along the South line of the Northwest Quarter of the Southwest Quarter of said Section 6, a distance of 106.17 feet, to the true point of beginning of subject tract.

Tract 3:

All that part of the Northeast Quarter of the Southeast Quarter of Section 1, Township 13, Range 23, in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 1; thence North 2 degrees 10 minutes 24 seconds West, along the East line of the Southeast Quarter of said Section 1, a distance of 1324.10 feet, to the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 1, said point also being the true point of beginning of subject tract; thence South 87 degrees 01 minutes 13 seconds West, along the South line of the Northeast Quarter of the Southeast Quarter of said Section 1, a distance of 178.01 feet; thence North 2 degrees 58 minutes 47 seconds West, a distance of 47.53 feet, to a point of curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 138 feet and a central angle of 56 degrees 04 minutes 30 seconds, a distance of 135.06 feet, to a point of tangency; thence North 53 degrees 05 minutes 43 seconds East, a distance of 51.69 feet; thence South 36 degrees 54 minutes 17 seconds East, a distance of 85.19 feet, to a point of curvature; thence Southerly and Southeasterly, along a curve to the left, having a radius of 376 feet and a central angle of 6 degrees 58 minutes 17 seconds, a distance of 45.75 feet, to a point on the East line of the Northeast Quarter of



the Southeast Quarter of said Section 1; thence South 2 degrees 10 minutes 24 seconds East, along the East line of the Northeast Quarter of the Southeast Quarter of said Section 1, a distance of 83.89 feet, to the true point of beginning of subject tract.

Tract 4:

All that part of the South Half of the Southwest Quarter of Section 6, Township 13, Range 24, in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the South Half of the Southwest Quarter of said Section 6; thence North 2 degrees 10 minutes 24 seconds West, along the West line of the South Half of the Southwest Quarter of said Section 6, a distance of 1159.33 feet, to the true point of beginning of subject tract; thence continuing North 2 degrees 10 minutes 24 seconds West, along the West line of the South Half of the Southwest Quarter of said Section 6, a distance of 164.77 feet, to the Northwest corner thereof; thence North 87 degrees 16 minutes 53 seconds East, along the North line of the South Half of the Southwest Quarter of said Section 6, a distance of 106.17 feet; thence Southwesterly and Southerly, along a curve to the left, having a radius of 811 feet, a central angle of 13 degrees 56 minutes 33 seconds and whose initial tangent bearing is South 37 degrees 25 minutes 56 seconds West, a distance of 197.35 feet, to the true point of beginning of subject tract.

## EXHIBIT C

### TIF Reimbursable Costs

The following items are estimated TIF eligible costs for reimbursement with TIF Revenues generated from Project Plan 8. The priority and duration of reimbursement is set forth in the DDA.

Description of Expenditure	Reimbursement to:	Estimate Reimbursement
Eligible TIF Fees (excluding the Annual Administrative Fee)	Developer	\$50,000 <sup>1</sup>
<b>Itemized Private TIF Reimbursable Costs paid by Developer, excluding the TIF Fee, but including:</b>  Site development; A/E (excluding vertical buildings owned or leased by the Developer other than parking structures); water mains; surface; landscaping, lighting, sidewalks, and similar amenities; and private streets.	Developer	\$21,850,029 <sup>2</sup>
<b>Itemized Public TIF Reimbursable Costs paid by City, excluding the Annual Administrative TIF Fee, but including:</b>  The City's costs associated with the Ridgeview Road Project, sanitary sewer, land acquisition, public street infrastructure, and public parks.	City	\$15,000,000
<b>Annual Administrative TIF Fee:</b> 0.5% of the annual TIF Revenues reimbursed to Developer	City	TBD
<b>Total Maximum Aggregate of Eligible TIF Reimbursable Costs</b>	City	\$36,900,029 <sup>3</sup>

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

<sup>1</sup> This sum shall be reimbursed to Developer if paid to City by Developer, and if not, it shall be deducted from the first Private TIF Reimbursable Cost payment (and thereafter until paid in full) and paid to the City. This sum excludes the Annual Administrative TIF Fee as it is TBD based upon eligible TIF Revenues disbursed.

<sup>2</sup> The City has only authorized a maximum reimbursement to the Developer of \$21,900,029 for eligible Private TIF Reimbursable Costs. The Developer will be responsible for all expenses of Developer, including costs associated with completing the Project as well as the Private TIF Reimbursable Costs even if they exceed the TIF Revenue generated from Project Plan 8.

<sup>3</sup> The Total Maximum Aggregate of TIF Reimbursable Costs does not include a sum for the Annual Administrative TIF Fee as this amount is to be determined as it is based upon the annual amount of TIF Revenues disbursed to Developer.

# EXHIBIT D



Retreat on the Prairie  
TIF Project Plan 8

0 190 380 760 1,140 1,520  
Feet



## EXHIBIT E

Year of TIF (1)	Distribution Year (2)	Total Assessed Value (3)	Base Year Assessed Value (4)	Captured Assessed Value (Column 3 - Column 4) (5)	Projected Property Tax Increment (6)
1	2023	\$20,246	\$1,977	\$18,269	\$2,072
2	2024	\$5,033,035	\$1,977	\$5,031,058	\$570,487
3	2025	\$10,785,075	\$1,977	\$10,783,098	\$1,222,728
4	2026	\$14,871,725	\$1,977	\$14,869,748	\$1,686,125
5	2027	\$15,094,801	\$1,977	\$15,092,824	\$1,711,421
6	2028	\$15,321,223	\$1,977	\$15,319,246	\$1,737,095
7	2029	\$15,551,041	\$1,977	\$15,549,064	\$1,763,155
8	2030	\$15,784,307	\$1,977	\$15,782,330	\$1,789,606
9	2031	\$16,021,072	\$1,977	\$16,019,095	\$1,816,453
10	2032	\$16,261,388	\$1,977	\$16,259,411	\$1,843,703
11	2033	\$16,505,309	\$1,977	\$16,503,332	\$1,871,362
12	2034	\$16,752,889	\$1,977	\$16,750,912	\$1,899,436
13	2035	\$17,004,182	\$1,977	\$17,002,205	\$1,927,931
14	2036	\$17,259,245	\$1,977	\$17,257,268	\$1,956,853
15	2037	\$17,518,134	\$1,977	\$17,516,157	\$1,986,210
16	2038	\$17,780,906	\$1,977	\$17,778,929	\$2,016,006
17	2039	\$18,047,620	\$1,977	\$18,045,643	\$2,046,250
18	2040	\$18,318,334	\$1,977	\$18,316,357	\$2,076,947
19	2041	\$18,593,109	\$1,977	\$18,591,132	\$2,108,104
20	2042	\$18,872,006	\$1,977	\$18,870,029	\$2,139,729
Total Projected Property Tax Increment					\$34,171,673

<b>Net Mill Levy</b>	<b>113.393</b>
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**Anticipated Assessed and Appraised Values:**

	<u>Est Appraised Value</u>	<u>Est Assessed Value</u>
Multiple Uses	\$97,551,500	\$14,871,725

Totals	\$97,551,500	\$14,871,725
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Assumptions:

- a) TIF Mill Levy is 113.393 mills in all years.
- b) Estimated assessed value upon completion is \$14.87 million (project is 100% complete in year 4).  
Base year assessed valuation is \$1,977 (parcels IF231301-4005, 4006, 4014 & IF241306-2003, 2010).
- c)
- d) Assessed value increases by 1.5% annually after completion.
- e) Property tax collection rate will be 100%.



## 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 \$ 2,491,762.96 ("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 15 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:**

CITY OF LENEXA, KS  
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.

Name: Karl Schultz

Signature: 

Title: Vice President - Sales

Date: 9/28/21

CUSTOMER: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Reviewed & Approved  
City Legal Dept.

Sept. 28 20 21  
By MacKenzie Hanson  
Title Deputy City Attorney

**EXHIBIT A  
PURCHASE DETAIL FORM  
Company**

Date: 9/27/2021

Customer Assignee: THE CITY OF LENEXA, KS

Quantity	Chassis Type	Body Type	Price per Unit
2	PIERCE VELOCITY	107' AERIAL	\$ 1,245,881.48
			\$
			\$
			\$

Warranty Period:

ALL STANDARD PIERCE WARRANTIES ARE LISTED IN THE PROPOSAL DOCUMENT.

Training Requirements:

AERIAL OPERATION TRAINING WILL BE PROVIDED BY PIERCE MFG.

Trade-in Credit:

N/A

Pre-payment discount:

N/A.

Payment Terms:

FULL PAYMENT IN THE AMOUNT OF \$2,491,762.96 WILL BE DUE AT TIME OF PRODUCT DELIVERY TO CUSTOMER.

[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  
WITHIN THE PROPOSAL DOCUMENT REFERENCED IN EXHIBIT C.

CITY OF LEWEXA, KS

**EXHIBIT C  
COMPANY PROPOSAL**

ONE OR MORE PIERCE VELOCITY 107" AERIAL AS SPECIFIED IN THE PIERCE MANUFACTURING  
PROPOSAL, BID NO. 432 , DATED 9/27/21 .





## Option List

9/27/2021

<b>Customer:</b>	Lenexa Fire Department	<b>Bid Number:</b>	432
<b>Representative:</b>	Schultz, Karl	<b>Job Number:</b>	
<b>Organization:</b>	Conrad Fire Equipment	<b>Number of Units:</b>	2
<b>Requirements Manager:</b>		<b>Bid Date:</b>	08/31/2020
<b>Description:</b>	Lenexa 107	<b>Stock Number:</b>	
<b>Body:</b>	Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body	<b>Price Level:</b>	40 (Current: 40)
<b>Chassis:</b>	Velocity Chassis, Aerials, Single Axle, Ascendant PUC (Med Block)	<b>Lane:</b>	

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533351		Quint Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0536644		Customer Service Website	1
11	0620362		Consortium, HGAC	1
12	0537375		Unit of Measure, US Gallons	1
13	0529326		Bid Bond, 10%, Pierce Built Chassis	1
14	0540326		Performance Bond, Not Requested	1
15	0000007		Approval Drawing	1
16	0517327		Drawing, As Built, At Delivery a Revised Print w/ Changes	1
17	0683881		Electrical Diagrams, 12V As-Built on CD, Custom Chassis HDR/Aerial Diagrams, Hard Copy - No hard copies	1
18	0612099		Velocity Chassis, Aerials, Single Axle, Ascendant PUC (Med Block)	1
19	0000110		Wheelbase	1
20	0000070		Wheelbase - 236 GVW Rating	1
			GVW rating - 53,000	
21	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
22	0756530		Frame Liner, Internal "C" 12.50" x 3.00" x .25", AXT/Vel/Imp, Enf 107' ASL, 56"	1
23	0637059		Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Velocity (425 Tires)	1
24	0090914		Suspension, Front TAK-4, 24,000 lb, DLX/Qtm/AXT/Vel/Enf	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0899289		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply, Fire Service Load	1
28	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
29	0598516		Axle, Rear, Meritor RS30-185, 33,500 lb, Imp/Vel/DCF	1
30	0544250		Top Speed of Vehicle, 65 MPH	1
31	0122073		Suspen, Rear, Standens, Spring, 33,500 lb, Imp/Vel/Dash CF/Enf	1
32	0000485		Oil Seals, Rear Axle	1
33	0788333		Tires, Rear, Michelin, XDN2 Grip, 315/80R22.50, LRL, Single, Fire Serv Load	1
34	0019668		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
37	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
38	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
39	0627237	SP	Guard, Accuride Wheel-Guards Qty, - 04	4
40	0057936		Covers, Lug Nut, Chrome	1
41	0002045		Mud Flap, Front and Rear, Pierce Logo	1
42	0760675		Chains, Onspot, Automatic Tire, Custom	1
43	0544802		Chocks, Wheel, SAC-44-E, Folding Qty, Pair - 01	1

Line	Option	Type	Option Description	Qty
44	0601009		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, Aerials Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Tire, Rearward	1
45	0010670		ABS Wabco Brake System, Single rear axle	1
46	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
47	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
48	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
49	0000786		Brake Reservoirs, Four	1
50	0587033		Air Dryer, Brake, AD-9 w/heat, 2010	1
51	0000790		Brake Lines, Nylon	1
52	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
53	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
54	0627033	SP	Compressor, Air, Thomas, TA-4101 2.2CFM Location - D3 mounted to ceiling of compartment toward rear inside corner	1
55	0633303	SP	Cover, Air Compressor, Protection, Ventilated Alum. Painted	1
56	0000820		Moisture Ejector, Automatic, w/Heat Qty, Auto. Moisture Eject - 4 Location, Moisture Ejector - Wet Tank	4
57	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
58	0736440		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2021, REPTO, Imp/Vel	1
59	0001244		High Idle w/Electronic Engine, Custom	1
60	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1
61	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
62	0123135		Air Intake, w/Ember separator, Imp/Vel	1
63	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
64	0787999		Radiator, Impel/Velocity	1
65	0511425		Cooling Hoses, Rubber	1
66	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
67	0001129		Lines, Fuel	1
68	0644984		DEF Tank, 4.5 Gallon, DS Fill, Rearward of Rear Axle, Double Dr	1
69	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins	1
70	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
71	0699437		Cooler, Chassis Fuel, Not Req'd.	1
72	0051290		Label, "Diesel Fuel Only" Location - Above fuel fill	1
73	0627062	SP	Label, Fuel Lines To and From Tank Location - Between rear differential and fuel tank; and left rear of engine	1
74	0690880		No Selection Required From This Category	1
75	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
76	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
77	0517604		Transmission Programming, Park to Neutral, PUC	1
78	0684459		Transmission Oil Cooler, Modine, External	1
79	0024895		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 5 speed	1
80	0001370		Driveline, Spicer 1710	1
81	0562365		Joints, Universal, Half Round	1
82	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
83	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
84	0509230		Steering Wheel, 4 Spoke without Controls	1
85	0690274		Logo/Emblem, on Dash Text, Row (1) One - Lenexa Text, Row (2) Two - Fire Text, Row (3) Three - Department	1
86	0034671		Lube System, Vogel, 22 Point, w/TAK-4 Suspension Location - below the cab near the battery box on the passenger side	1
87	0123625		Bumper, 19" Extended, Imp/Vel	1
88	0616492		Tray, Hose, Center, 19" Bumper, Outside Air Horns, Imp/Vel Grating, Bumper extension - Grating, Rubber	1

Line	Option	Type	Option Description	Qty
88			Capacity, Bumper Tray - 21) 150' of 1.75"	
89	0630809		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched Location - Center	1
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	
90	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
91	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
92	0532853		Recess, Side Zone Warning Light, In Side of Extended Bumper Material, Brkt, Recess Lt Bumper - Painted Smooth Aluminum	1
93	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
94	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
95	0668313		Cab, Velocity FR, 7010 Raised Roof w/Notch, PUC	1
96	0724237		Engine Tunnel, ISL and DD13, Mech Fasteners, Impel/Velociry FR	1
97	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
98	0199683		Cab Lift, Elec/Hyd, w/Manual Override, Unlocked Ind Light, Imp/Vel	1
99	0123176		Grille, Bright Finished, Front of Cab, Impel/Velociry	1
100	0512716		Scuffplate, Rear of Engine Tunnel Material Trim/Scuffplate - b) S/S, Brushed	1
101	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab Material Trim/Scuffplate - b) S/S, Brushed	1
102	0536517	SP	Trim, s/s band across cab side/doors/to ends of bumper, Low, Imp/Vel Material Trim/Scuffplate - b) S/S, Brushed	1
103	0646179		Trim, S/S, Rect Headlights, VEL/IMP Material Trim/Scuffplate - b) S/S, Brushed	1
			Turnsignal Covers - Brushed S/S Covers	
104	0015440		No Chrome Molding, On side of cab	1
105	0590424		Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Black	1
106	0667937		Door, Full Height, Velocity FR 4-Door Cab, Raised Roof Key Model, Cab Doors - 751	1
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
107	0655511		Door Panel, Brushed Stainless Steel, Impel/Velociry 4-Door Cab	1
108	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velociry FR	1
109	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velociry FR	1
110	0512419		Electric Door Locks, Cab Doors, Imp/Vel	1
111	0555485		Steps, 4-Door Full Tilt Cab, Imp/Vel	1
112	0770198		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, Black, 4-Dr Cab Color, Handrail Light - Red	1
			Control, Handrail Light - Parking Brake	
113	0509649		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	1
114	0002140		Fenders, S/S on Cab	1
115	0748589		Handrails, Exterior, 17" Long, Hansen Knurled Alum, LED, Backlit, Black, Add'l Location - Horizontal, just below window on INTERIOR rear cab doors (knurled material); overall length to be 21" and to be mounted forward on the door (toward the hinge side) to allow for handle of a door mounted axle to extend into the window space. Qty, - 02	2
			Color, Handrail Light - Red	
			Control, Handrail Light - Parking Brake	
116	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
117	0568605		Not Required, Interior Trim, No Cab Side Windows	1
118	0012090		Not Required, Windows, Front/Side of raised roof	1
119	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
120	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
121	0553057		Holder, Cup, Cab/Crewcab, Each Qty, - 05	5
122	0663383		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp Mounting Provision Spacing - 1.00"	1
			Material Finish, Cab Interior - Painted	
123	0635858		Plate, Universal Adapter for Docking Station & Computer Mount, Each Location - Centered in dash recess in front of company officer seat Qty, - 01	1

Line	Option	Type	Option Description	Qty
124	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
125	0667943		Cab Interior, Paint Color, Impel/Velocity FR Color, Cab Interior Paint - b) black	1
126	0052101		Floor, Alum Cab & Crew Cab, AXT/Imp/Vel/Dash CF, CARE	1
127	0741239		HVAC, Impel/Velocity FR, CARE Paint Color, A/C Condenser - Painted to Match Cab Roof HVAC System, Filter Access - Removable Panel Auxiliary Cab Heater - Both	1
128	0539546		Fan, Window Defrost, Driver's Side, One (1), Location, Imp/Vel/DCF Location - Mounted in Position No 100 on underside of overhead instrument panel	1
129	0539547		Fan, Window Defrost, Passenger Side, One (1), Location, Imp/Vel/DCF Location - Mounted in Position No 100 on underside of overhead instrument panel	1
130	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - Thumb Latch	1
131	0548173		Grab Handles, Driver and Passenger Door Post, Imp/Vel	1
132	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim Qty, - 01	1
133	0122516		Fluid Check Access, Imp/Vel	1
134	0530840		Box, Storage, Aluminum, Latex Gloves Location - install at pick up Qty, - 03	3
135	0002505		Map box, 3 bin, Open from Top, Custom Chassis Location - Mount at pickup Qty, - 1	1
136	0583042		Side Roll and Frontal Impact Protection	1
137	0622619		Seating Capacity, 4 Seats	1
138	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety	1
139	0696996		Seat, Officer, Pierce PS6, Premium, Air Ride, High Back, Safety	1
140	0002517		Not Required, Radio Compartment	1
141	0763093	SP	Cabinet, Rear Facing, LS, 26.5 W x 28 H x 24 D, Ext Acc Only, Sp Mtg, Imp/Vel Light, Short Cabinet - Amdor H2O, Exterior, Left Side Scuffplate, Material/Finish - S/S, Brushed Material Finish, Shelf - 0-No Shelving Shelf/Tray, Cabinet - (0) None Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Cable Louvers, Cabinet - 0-No Louvers	1
142	0102783		Not Required, Seat, Rr Facing C/C, Center	1
143	0763090	SP	Cabinet, Rear Facing, RS, 24.5 W x 28 H x 21.50 D, Ext Acc Only, Sp Mtg, Imp/Vel Light, Short Cabinet - Amdor H2O, Exterior, Right Side Scuffplate, Material/Finish - S/S, Brushed Material Finish, Shelf - 0-No Shelving Shelf/Tray, Cabinet - (0) None Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Cable Louvers, Cabinet - 0-No Louvers	1
144	0731564	SP	Seat, Forward Facing C/C, DS Outboard, Pierce PS6, Prem, Hi-Back, Inbrd 3", Safety	1
145	0103319		Not Required, Seat, Forward Facing C/C, Center	1
146	0731563	SP	Seat, Forward Facing C/C, PS Outboard, Pierce PS6, Prem, Hi-Back, 3" Inbrd, Safety	1
147	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
148	0620693	SP	Cabinet, Storage, Refrigerator, NR751BB Location - Center rear wall forward facing in cab.	1
149	0612938		Compt, Storage, (2) Rear Facing, Overhead, 9 W x 10 H x 20 D, Imp/Vel FR Notch Latch, Storage Compt - a) Non Locking Light, Overhead Compt - Amdor, White, Horizontal Mounted	1

Line	Option	Type	Option Description	Qty
150	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black Qty, - 05	5
151	0511471		No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, Qtm 2010, Saber FR/Enf	1
152	0603867		Seat Belt, ReadyReach Seat Belt Color - Red	1
153	0604864		Seat Belt Height Adjustment, 5 Seats, Imp/Vel, Dash CF	1
154	0543133		Bracket, Helmet Holder, Zico UHH-1 Qty, Helmet Storage Brkt - 5	1
155	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
156	0628472		Light, Map, Overhead, Peterson M371S LED, Rectangular w/Switch 2lts 12vdc power from - Battery switched	1
157	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
158	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
159	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010, Dash CF	1
160	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
161	0032602		Speedometer, Class 1 w/LED, Officer Overhead	1
162	0673123		Light, Do Not Move Apparatus, Win 3SR00FRR LED Alarm, Do Not Move Truck - Pulsing Alarm	1
163	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
164	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX Location, Emerg Sw Pnls - Driver's Side Overhead	1
165	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
166	0731813		Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	1
167	0002615		Switch, Aerial 12V Master	1
168	0002617		PTO switch, w/light - aerial	1
169	0548009		Wiring, Spare, 20 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - Officer side recess dash, leave 6' loop	1
170	0585913		Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 2nd Qty, - 01 12vdc power from - Ignition power Location - behind driver seat w/6' loop	1
171	0562101		Wire, 14-ga. Spare, Dual Wire, pair 1st 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.	1
172	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 03 12vdc power from - Battery switched 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
173	0610968		Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st Qty, - 03 12vdc power from - Ignition power	3



Line	Option	Type	Option Description	Qty
173			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	
174	0585914		Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 1st Qty, - 01 12vdc power from - Battery direct Location - behind officer seat w/6' loop	1
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	0566101		Recess, Dash Panel, Officer Side, Vel/Imp	1
177	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX System Of Measurement - US Customary	1
178	0734857		Collision Mitigation, HAAS Alert (R2V), HA5 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
179	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
180	0601959		Intercom, Firecom 5200D Dual Radio, 1 Wireless Base Station, 1-5 Wireless Location - OFFICER OVERHEAD LOC #4	1
181	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio Radio, First Two-Way Make - Motorola High Power Radio, First, Two-Way Model - XTL 2500	1
182	0602376		Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit Qty, - 05 Location, Headset - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat, PS Outbrd, Fwrd Fcng Seat and Center Crew Cab Seat	5
183	0681408		Hangers For Headsets, NFPA, Each Qty, - 05 Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrd Fcng Seat, PS Outbrd, Fwrd Fcng Seat and Rear, Center, Fwrd Fcng Seat	5
184	0698805		Bracket, Johnny Ray, Heavy Duty Swivel, 14 lb. Rating	1
185	0559156		Location - As required by the customer to Precision Install Customer Provided Two-Way Radio(s) Location - As required by Precision Qty, - 01	1
186	0657337		Antenna Mount, Custom Chassis, Cable Routed to Crew Cab Compartment 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	3
187	0003757		Antenna, Std and Add'l Mts Only, 2-way Radio,Cust,Spl Cable Routing Location - One spare terminating behind the driver's seat Qty, - 01 Location 1 - (no additional mounts)	1
188	0653526		Camera, Pierce, Driver Mux, Rear Camera Only Camera System Audio - Not Provided	1
189	0587273		Guard, Brushed s/s, Rear Vision Camera	1
190	0615100		Pierce Command Zone, Advanced Electronics & Control System, Diag LEDs, Vel, WiFi	1
191	0730603		Electrical System, Velocity ESP, Cummins, Paccar	1
192	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
193	0008621		Battery System, Single Start, All Custom Chassis	1
194	0199517		Battery Compartment, Stainless Steel, Imp/Vel Material Finish - Unpainted	1
195	0672470		Charger, Sngl Sys, Kussmaul, LPC 40, 091-200-12-Ind	1
196	0798394	SP	Location, Charger/Receptacle, Behind Driver Seat, On the EMS Compt Vertical Wall	1
197	0531403		Location, Bat Chrg Ind, Driver's Seat with Bracket	1
198	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1

Line	Option	Type	Option Description	Qty
199	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Crew Cab	
200	0008740		Cover, Protection over Battery Charger	1
			Location - D3	
201	0647728		Alternator, 430 amp, Delco Remy 55SI	1
202	0672067		Breakers, All Sealed Auto-Reset Type IPOS, EXCEPT Electrical Sys, DS Frame Rails	1
203	0081319		Sealer (Gorp), On All Open Connectors	1
204	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	
205	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
206	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
207	0648425		Light, Directional, WIn 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	1
			Color, Lens, LED's - m)match LED's	
208	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
209	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
210	0511569		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts	1
			Light Guard - Without Guard	
211	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	1
			Qty, Lights, Pair - 1	
212	0564683		Lights, Tail, WIn M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg	1
			Color, Lens - Colored	
213	0561471		Lights, Backup, WIn M6BUW, LED, For Tail Lt Housing	1
214	0664481		Bracket, License Plate & Light, P25 LED	1
215	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
216	0589905		Alarm, Back-up Warning, PRECO 1040	1
217	0566681		Special Mounting Location, Rear MUX Box, R1 Ceiling	1
218	0521837		Lights, Perimeter Cab, WIn 20C0CDCD 4" LED	1
			Cab, Perimeter Scene - Cab, 4dr Custom	
219	0617863		Lights, Perimeter Pump House, WIn 20C0CDCD LED 2lts	1
220	0615864		Lights, Perimeter Body, Truck-Lite 44308C LED 1lt, Turntable Access	1
			Control, Perimeter Lts - Parking Brake Applied	
221	0511749		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 .	
222	0776383		Light, WIn, 12V P*H2* Pioneer LED, 1st	2
			Location, Lights - Front and rear of PS body	
			Qty, - 02	
			Color, WIn Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw	
			Panel PS	
			Scene Light Optics - Flood/Spot	
			Mount, WIn - Pedestal Mnt and handle	
223	0776373		Light, WIn, 12V P*H2* Pioneer LED, 2nd	2
			Location, Lights - Front and rear of DS body	
			Qty, - 02	
			Color, WIn Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw	
			Panel PS	
			Scene Light Optics - Flood/Spot	
			Mount, WIn - Pedestal Mnt and handle	
224	0632401		Light, WIn, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount 3rd	1
			Location, Lights - PASSENGERS SIDE OF THE CAB HIGH ON AREA BETWEEN THE CAB AND CREW CAB DOOR	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - i) PS Body Scene Lt Control	
			Switch, Lt Control 2 DC,2 - e) No Control	

Line	Option	Type	Option Description	Qty
224			Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	
225	0640627		Light, Wln, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount 2nd Location, Lights - DRIVERS SIDE OF THE CAB HIGH ON AREA BETWEEN THE CAB AND CREW CAB DOOR Qty, - 01 Switch, Lt Control 1 DC,1 - c) DS Body Scene Lt Control Switch, Lt Control 2 DC,2 - e) No Control Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	1
226	0640629		Light, Wln, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount 1st Location, Lights - one each side, high on the rear bulkheads Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - DS Pump Panel Switch, Lt Control 4 DC,4 - Cup Switch At Rear SS Color, Wln Lt Housing - Chrome Flange	2
227	0776075		Light, Visor, Wln, 12V P*H1* Pioneer LED Qty, - 02 Location, driver's/passenger's/center - Driver & Passenger Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	2
228	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	1
229	0005956		Lights, Deck, Unity (2) AG, Rear, Aerial	1
230	0645667		Lights, Front of Hose Bed, Wln 60C0ELZR LED Location - TBD Qty, - 02 Light Guard - Without Guard Control, Hose Bed Lts - Fill Dome Sw, Cup Switch At Rear and Parking Brake Light Bracket - Aluminum Treadplate	2
231	0731115		Lights, Hose Bed, Sides, Amdor AY-LB-12HW040, 40" LED, 1.87", ASL ASP 2lts Control, Hose Bed Lts - Cup Switch At Rear SS and Park Brk	1
232	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
233	0763248		Lights, Walk Surf, Amdor AY-LB-12HW0**, LED, Cargo Areas Location - Cargo areas Qty, Cargo Lts - 2	2
234	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
235	0612611		Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body	1
236	0554271		Body Skirt Height, 20"	1
237	0552511		Tank, Water, 500 Gallon, Poly, Ascendant Single Axle, PAL, PUC	1
238	0003405		Overflow, 4.00" Water Tank, Poly	1
239	0028107		Not Required, Foam Cell Modification	1
240	0003429		Not Required, Direct Tank Fill	1
241	0624711		Hose Bed, Alum, LS/RS, Ascendant Single Axle	1
242	0003492		Hose Bed Capacity, Special Amount, Ascendant, 100AAT, PAP, PAL Capacity, Hosebed - 800' of 4" (RUBBER) on PS and 400' of 3" on the DS	1
243	0604069		Hose Restraint, Two (2) Hose Beds, Aerial, Front Strap, 1" Heavy Nylon Web Rear	1
244	0578797		Divider, Fixed, In Hose Bed, Left Side, 75' HAL, Ascendant Single Axle	1
245	0581819		Hose Restraint, Hose Bed, Vinyl, Top, Aerial Color, Vinyl Cover - a) red	1

Line	Option	Type	Option Description	Qty
245			Type of fastener - StayPut with black pull tabs	
			Type of fastener, Front - Velcro - Front Hosebed	
246	0532261		Running Boards, PUC, Aerials	1
247	0735739		Turntable Steps, Swing-Down, LS Only, Non-TCO, Ascendant Single Axle	1
			Step, Flip - No Flip Step	
			Body Handrail Finish - knurled aluminum	
			Step Retention - black rubber plungers	
			Step Surface, Turntable - Punched Grip	
248	0554001		Lights, Step (3), P25 LED, Swing Down Access Steps, One Side	1
249	0690023		Wall, Rear, Smooth Aluminum	1
250	0074515		Tow Eyes (2), 100AAT, Ascendant Single Axle, 75' HAL	1
251	0624701		Construction, Compt, Alum, 3rd Gen, Ascendant Single Axle	1
252	0624699		Compt, LS F/H, Roll Drs, Ascendant Single Axle	1
253	0624694		Compt, LS Turntable, F/H, Roll Dr, Ascendant Single Axle	1
254	0023672		Compt, IPO Stairs, Not Required, LS	1
255	0624693		Compt, RS F/H, Roll Drs, Ascendant Single Axle	1
256	0708788		Compt, RS Turntable, F/H, Roll Dr, One (1) Large Rear Compt, Ascendant Single Axle	1
257	0708767		Compt, IPO Stairs, Not Required, RS, Ascendant Single Axle	1
258	0786250		Compt, Rear, ROM Series IV Rollup Door, Ascendant Single Axle	1
			Color, Roll-up Door - ROM Series IV Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
259	0787712		Doors, ROM Series IV Rollup, Side Compartments	8
			Qty, Door Accessory - 08	
			Color, Roll-up Door - ROM Series IV Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
260	0624690		Bumper, Rear, Aluminum Rub Rail, Ascendant Single Axle	1
261	0562375		Scuffplate, S/S, On Rear Outside, Corner of Body, Full-Height	1
			Material Trim/Scuffplate - b) S/S, Brushed	
262	0639396		Electric Door Locks, Body Doors, ROM	8
			Location - All	
			Location, Door Accessory - All	
			Qty, - 08	
263	0775813	SP	Door Switch, ROM, 3-Wire, R03995 w/ Series IV Compt Doors Only	8
			Qty, Door Accessory - 08	
			Location, Door Accessory - all	
264	0004012		Scuffplate, Polished S/S, Inside Each Compt Door	8
			Qty, Door Accessory - 08	
			Location, Door Accessory - all	
265	0603083		Lights, Compt, Pierce LED, Dual Light Strips, Each Side Dr, Ascend TA, 75' HAL, PAP, HDL	9
			Qty, - 09	
			Location, Compartment Lights - All Body Compts	
266	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
267	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	15
			Qty, Shelf - 15	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - .Location To Be Determined	
268	0603179		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G, Ascendant Single Axle	4
			Qty, - 04	
			Location, Tray Slide-Out, Floor Mounted - RS1, RS3, LS1 and LS3	
			Material Finish, Tray - Painted - Spatter Gray	
269	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G	2
			Qty - 2	
			Location, Pivot - Back	
			Mounting, Toolboard - Adjustable Frt-back	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Toolboard - LS1	
270	0558500		Drawer Assembly, CTECH, Three Drawers, Up To 48" Wide	1
			Location - TBD	
			Qty, - 01	
			Size, Drawer Height 1 (Top) - 6.00"	
			Size, Drawer Height 2 - 6.75"	

Line	Option	Type	Option Description	Qty
270			Size, Drawer Height 3 - 6.75"	
271	0755527		Pegboard, Back Wall Mounted, 3/16" Alum, Standard Depth Upper	4
			Qty, Comp. Accessory - 04	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Compartment, Predefined - LS1	
272	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
273	0565606		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3rd Gen	1
274	0519849		Not Required, Hose, Hard Suction	1
275	0022041		No Handrails Req'd @ Side Pump Panel, No Pump Module	1
276	0074030		Compt, Air Bottle, Dbl, in Fender Panel, Alum, 3rd Gen.	4
			Qty, Air Bottle Comp - 4	
			Location, Air Bottle - (1) LS Ahead Rr Wheel, (1) LS Behind Rr Wheel, (1) RS Ahead Rr Wheel and (1) RS Behind Rr Wheel	
			Door Finish, Fender Compt - Polished	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
277	0004220		Ladder, 35' Duo-Safety 1225-A 3-Sect	1
278	0600821		Ladder, 24' Duo-Safety 900A 2-Section, Ascendant Single Axle, 75' HAL	1
			Qty, - 01	
			Location, Extension Ladder - ladder storage	
279	0004232		Ladder, (2) 16' Duo-Safety 875A Roof	1
280	0024233		Not Required, Attic Extension Ladder	1
281	0600819		Ladder, 10' Duo-Safety Folding, 585A, Ascendant Single Axle, 75' HAL	1
			Qty, - 01	
			Location, Folding Ladder Aerial - ladder storage	
282	0624687		Ladders Stored at Rear, Ascendant Single Axle, Smooth Aluminum Doors	1
283	0600674		Lights, Torque Box Ladder Storage, Not Required, Ascendant Single, 75' HAL	1
284	0004998		Pike Pole, 12' Nupla, Fiberglass, I Beam, SPD-12	2
			Qty, - 02	
285	0567897		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8	2
			Qty, - 02	
			Location - 1 in rear 1 on aerial	
286	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	2
			Qty, - 02	
			Location - Rear	
287	0548410		Not Required, Pole, Pike, 3'	1
288	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
			Qty, - 06	
289	0600564		Bell, 12" Chrome w/Eagle, Mounted on Cab Corner, Vel/Imp	1
290	0024388		No Steps Required, Front Of Body	1
291	0553873		Pump Operators Panel & Module, Aluminum, Control Zone, Ascendant/PAL/PAP PUC	1
292	0520016		Not Required, Pumphouse Structure, PUC	1
293	0515695		Pump, Pierce, 1500 GPM, Single Stage, PUC	1
294	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
295	0515705		Gear Case, Pierce Pump, REPTO-Clutch Drive	1
296	0721196		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1
297	0658980		Pump Shift, Sure-Shift, Additional Switch, Pump Operator's Panel	1
298	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
299	0515835		Auxiliary Cooling System, PUC	1
300	0014486		Not Required, Transfer Valve, Stage Pump	1
301	0777650		Valve, Relief Intake, Akron	1
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
302	0724463		Controller, Pressure, Pierce LCD, PUC	1
			Pressure Governor Throttle Control - Clockwise	
			Pressure Governor Default Mode - Pressure Setting	
303	0072153		Primer, Trident, Air Prime, Air Operated	1
304	0658276		Thermal Relief Valve, w/Amber Warning Light, PUC Pump	1
			Location, Thermal Relief Discharge - Ground	
305	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
306	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1



Line	Option	Type	Option Description	Qty
307	0089437		Plumbing Without Foam System	1
308	0517852		Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
309	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
310	0084610		Valves, Akron 8000 series- All	1
311	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	2
			Qty, Inlets - 2	
312	0004700		Control, Inlet, at Valve	1
313	0004660		Inlet (1), Left Side, 2.50"	1
314	0004680		Inlet, Right Side, 2.50"	1
315	0594521		Anode, Zinc, Pair, Pump Inlet, Outlet, PUC	1
316	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
317	0550581		Inlet, 4" to 6" Front, 5" S/S Plumbing, w/Bleeder, 4" Akron Valve, Sbr/AXT/Vel/Imp	1
			Inlet, Size - Four	
			Drain, Suction - Air Control	
318	0767502		Control, Front Inlet, Akron 9333 Elec Controller	1
319	0755136		Valve, Relief Intake, Front Inlet, Elkhart	1
			Pressure Setting - 125 psig	
320	0732444		Swivel, Front Inlet, 4.00" to 6.00", w/Drain	1
			Inlet, Size - 4.00" Inlet	
			Inlet Bleeder - Quarter-Turn Style Bleeder	
			EXCLUDED: [Finish, Cap]. - Chrome	
			Finish, Front Inlet Elbow/Adapter - Chrome	
321	0004788		Cap, Front Inlet, Long Handle, VLH	1
322	0092569		No Rear Inlet (Large Dia) Requested	1
323	0064116		No Rear Inlet Actuation Required	1
324	0092696		Not Required, Cap, Rear Inlet	1
325	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
326	0092568		No Rear Auxiliary Inlet Requested	1
327	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
328	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
329	0601687		Outlet, Tank Fill, 2", PUC	1
330	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
331	0516755		Outlet, Left Side, 2.50" (2), PUC	1
332	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
333	0092570		Not Required, Outlets, Left Side Additional	1
334	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
335	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
336	0539269		Elbow, Right Side Outlets, 30 Degree, 2.5" FNST x 2.5" MNST, VLH, PUC	1
337	0092571		Not Required, Outlets, Right Side Additional	1
338	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
339	0766992		Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
340	0005094		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 4.00" Storz	1
341	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	
342	0092575		Not Required, Outlet, Rear	1
343	0045099		Not Required, Elbow, Rear Outlets	1
344	0092574		Not Required, Outlet, Rear, Additional	1
345	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
346	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
347	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
348	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
349	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap	1
			Qty, Adapter for Outlets - 01	
			Location, Adapter(s) - Front Outlet	
350	0029106		Not Required, Deluge Outlet	1
351	0029302		No Monitor Requested	1
352	0029304		No Nozzle Req'd	1
353	0029107		No Deluge Mount	1
354	0527482		Waterway Outlet & Control, PUC	1

Line	Option	Type	Option Description	Qty
355	0739945		Crosslay Module, Full Width, Boom Compartment, Roll Up Doors, Aerial, PUC	1
356	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	
			Door Guard - Drip Pan Required	
357	0750916		Crosslays, (2) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose	
358	0746126		Crosslays, (2) 2.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose	
359	0765308	SP	Cover, Front of PUC module rear of crosslays, Alum Treadplate, Removable	1
360	0733600	SP	Support Floor, Poly Tray, Removeable, 75' HAL, PUC	2
			Location - Crosslays	
			Qty, - 02	
361	0044333		Not Required, Foam System	1
362	0012126		Not Required, CAF Compressor	1
363	0552517		Not Required, Refill, Foam Tank	1
364	0042573		Not Required, Foam System Demonstration	1
365	0045465		Not Required, Foam Tanks	1
366	0091110		Not Required, Foam Tank Drain	1
367	0091079		Not Required, Foam Tank #2	1
368	0091112		Not Required, Foam Tank #2 Drain	1
369	0746447		Approval Dwg, All Pump Panel(s), Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, ALL Pump Pnl, Dwg - 01	
370	0032479		Pump Panel Configuration, Control Zone	1
371	0579545		Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial PUC	1
372	0667186		Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
373	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
374	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
375	0618458		Light, Pump Compt, Wln 3SC0CDCR LED White, PUC	1
			Qty, - 01	
376	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
377	0005601		Throttle, Engine, Incl'd w/Press Controller	1
378	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
379	0549333		Indicators, Engine, Included with Pressure Controller	1
380	0553643		Control, Air Horn at Pmp Pnl, Red Switch	1
381	0521055		Gauges, 6.00" Master, Class 1, 30"-0-600psi,, PUC	1
382	0511104		Gauge, 3.00" Pressure, Class 1, 30"-0-400psi	1
383	0756688		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	1
			Activation, Water Level G - b) battery switched	
384	0750438		Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level	3
			Qty, - 03	
			Activation, Water Level G - pg) pump in gear	
			Location, Water Level Gauge, Multi-Select - Rear Body, Cab, Behind Left Cab Door and Cab, Behind Right Cab Door	
			Color, Trim - Black Trim	
385	0006774		Not Required, Foam Level Gauge	1
386	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
387	0606697		Air Horns, (2) Grover, In Bumper	1
388	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
389	0626104	SP	Control, Air Horn, Horn Ring, DS & PS Lanyard Braided/Coated Cable	1
390	0549924		Siren, Federal PA300-012MSC 690010, Hi-Lo Tone, 200 Watt	1
391	0510206		Location, Elec Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, Above Eng Tunnel DS	
392	0076156		Control, Elec Siren, Head Only	1
393	0601331		Speaker, (2) Federal, ES100C w/ESFMT Recess Mnt & Trim Ring	1
			Connection, Speaker - siren head	
394	0601558		Location, Speaker, Frt Bumper, Recessed, Ea Side, Outside Frame, Inbrd (Pos 2/6)	1
395	0016080		Siren, Federal Q2B	1
396	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
397	0748305		Control, Mech Siren, Multi Select	1

Line	Option	Type	Option Description	Qty
398	0748282		Control Mech Siren, Ft Sw LS	1
399	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
400	0746353		Not Required, Warning Lights Intensity	1
401	0751838	SP	Lightbar, Wln, Freedom IV-Q, 2-21.5", RBRWBR RBWBRR, 30 Deg	1
402	0691530		Filter, Whl Freedom Ltbrs - No Filters	1
403	0778506	SP	Cover, Opticom Emitter, Aluminum, Painted Job Color	1
			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	
404	0898734		Light, Front Zone, Wln M6** M6** M6** M6** Q Bzl	1
			Color, Lens, LED's - 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, Q Bezel and Trim - Polished Chrome	
405	0554452		Light, Front, Wln M6*C LED, Clear Lens 1st	2
			Location, Lights - Best location	
			Qty, - 02	
			Color, Lights, Warning - a) white	
			Control, Light - f) emerg master	
406	0776389		Flash Pattern, Wln M6**, Pinwheel 154	1
407	0653937		Flasher, Headlight Alternating	1
			Headlit flash deactivation - a)w/high beam	
408	0898752		Lights, Side Zone Lower, Wln M6#, M6#, M6# Split Color 6Lts	1
			Location, Lights Mid - Behind Crew cab door	
			Location, Lights Rear - Over rear wheels	
			Location, Lights Front Side - b)each side bumper	
			Color, Trim - Chrome Trim	
			Color, Lt Side Frnt RS Cmb - Red Blue	
			Color, Lt Side Frnt LS Cmb - Red Blue	
			Color, Lt Side Mid LS Cmb - Red/Blue	
			Color, Lt Side Mid RS Cmb - Red and Blue	
			Color, Lt Side Rear RS Cmb - Red Blue	
			Color, Lt Side Rear LS Cmb - Red Blue	
409	0540783		Lights, Rear Zone Lower, Wln M6*C LED	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
410	0608992	SP	Lights, Rear, Wln LINV2 Horizontal Optic, LED Lights	2
			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	
411	0546253	SP	Lights, Rear, Wln M9*C LED pr, Split Red/Blue, Clear Lens	1
			Location - Rear bulkhead (see drawing) - red lights outboard	
			Qty, Lights, Pair - 1	
			Control, Light - a) rear upper warning	
412	0088745		Light, Rear Zone Upper, Wln L31HRFN LED Beacon, Red LED	1
			Color, Dome, Rear Warning - j) both domes clear	
413	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
414	0648033	SP	Light, Traffic Directing, Wln TADF6, TDP60000 34" Long RA LED	1
415	0530074		Location, Traf Dir Lt, On Top of Body Below Turntable w/Trdplt Box	1
416	0535498	SP	Location, Traf Dir Lt Control Switches, Within Easy Reach of Driver	1
417	0633079		Refrigerator, Norcold NR751BB, 2.7 cf AC/DC	1
			Location - Center cab forward facing	
418	0780368		Receptacle Strip, 20A 120V 6-Place, Sentrex M620BZLS 15.37", Surge Prot, Int Cab	4
			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	

Line	Option	Type	Option Description	Qty
419	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
420	0519934		Not Required, Brand, Hydraulic Tool System	1
421	0649753		Not Required, PTO Driven Hydraulic Tool System	1
422	0755098		Aerial, 107' ASL Single Axle, 750/500 Tip, 35 MPH Wind	1
423	0000042		Boom Support, Rear of the Chassis Cab	1
424	0749284		Light, Boom Support, Wln PSCOMP, LED	1
425	0799581		Boom Support Compt Incl w/PUC Xlay Module Picked Separate, Ascendant SA PUC	1
426	0680821		Boom Panel, Pair Paint Color, Predefined - #20 White	1
427	0526885		Indicator, Extension, Inside and Outside Handrails, Every 10' Color - 2) red	1
428	0723719		Steps, Folding, Four, Aerial Device, Trident Coating, Step - black Light, Aerial Device Folding Step - Integrated LED, Four Finish, Aerial Device Folding Step - bright finish	1
429	0688232		Rung Covers, Aerial Device Rung Cover Color - Safety Yellow	1
430	0678711		Brackets, Stokes Storage, Base Section, Inboard of Boom Panel Qty, - 01 Finish - DA Finish Location, Aerial Device - right side	1
431	0678815		Brackets Only, Axe, 6lb or 8lb, Aerial Fly Section	1
432	0786841		Brackets Only, Roof/Fresno Ladder, Base Section, Inboard of Boom Panel Qty, - 01 Location, Aerial Device - right side Roof Ladder, Make/Model, Multi-Select - 16' Duo-Safety 875-A	1
433	0623645		Aerial Stability Test, Max Tip Options	1
434	0678641		Brackets Only, Pike Pole, Aerial Fly Section Qty, - 01 Pike Pole Make/Model - Fire Hooks Unlimited 10'8' New York Roof Hook	1
435	0601972		Lights, Turntable Walkway, P25, LED	1
436	0601949		Light, Turntable Console, TecNiq T-10, LED Strip Light	1
437	0624684		Control Stations, ASL Single Axle, MUX, Color Display	1
438	0709594		Remote Aerial Control, Wireless, D-Series MUX Aerials, Hetronic location - TBD Location, Wireless Receiver - Back of Turntable Console	1
439	0624682		Stabilizers, One Set, Ascendant Single Axle Material, Stabilizer Pad - Composite	1
440	0728961		Stabilizer Pan Material Stabilizer Panels - smooth aluminum, painted to match lower body color	1
441	0548908		Doors, Stabilizer Control Box, Hinged Inboard, Painted	1
442	0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
443	0540495		Pads, Stabilizer, Modified to Slide On Stabilizer Pads, Modify - 2 stabilizers	1
444	0624678		Hydraulic System, Ascendant Single Axle	1
445	0615180		Swivels, w/Encoder, ASL Single Axle, (28 Collector Rings)	1
446	0624676		Electrical System, ASL Single Axle, MUX	1
447	0709376		Lights, Wln MPB* Micro LED, Trk & Tip, 4lts (PAL/HAL) Location, Sw, Arl DC Lts - r) 3 locations Color, Wln Lt Housing - Black Paint	1
448	0653677		Lighting, Rung, LED, TecNiq, 4 Section, Base, Lower/Upper Mid, Fly Control, Aerial Rung Lighting - DS Pump Panel Sw and Turntable Sw w/Master Batt Sw Color, Lt Aerial Fly Sect - 3 Red, Blue, 3 Red Color, Lt Aerial Base Sect - 3 Red, Blue Color, Lt Aerial Lower Mid Sect - 3 Red, Blue Color, Lt Aerial Upper Mid Sect - 3 Red, Blue	1

Line	Option	Type	Option Description	Qty
449	0592753		Light, Locator, Wln L22H*P, LED, Beacon @ Tip, PAL/PAP, 2lts	1
			Color, Light - af) amber/amber	
450	0540737		Lights, Stabilizer Warn (1) Set, Wln M6*C LED, Clear Lens	1
			Color, Lt Rr Stabilzr Pan - r) Pan Light Red	
451	0617469		Lights, Wln T0R00FRR LED 2", Stabilizer Beam (1) Set, Ascendant	1
452	0776986		Lights, Stabilizer Scene, (1) set, Truck-Lite 6060C, LED, Ascendant Single, 3lts	1
453	0006929		Not Required, 120v To Tip	1
454	0736393		Intercom, 3-Way Fire Research ICA910 Hands Free	1
455	0796756		Camera System, One (1), At Tip of MUX Aerial, Wireless Fixed Camera to Console	1
456	0540895		Not Required, Breathing Air to Tip, Aerial Ladder	1
457	0024742		Not Required, Mask, Breathing Air To Tip	1
458	0610887		Aerial Pedestal, Ascendant Single Axle	1
459	0565615		LyfePulley, Rescue System	1
460	0604457		Lifting Eye Assembly, Rope Rescue Attachment, ASL	1
461	0645472		Rope Tie Bar At Base Section, for Lyfe Pulley, Painted Box, Ascendant, 105', Tiller	1
462	0530826		Turntable Access, ManSaver Bars, Yellow	1
463	0624672		Waterway, High Flow, 1500 GPM, ASL	1
464	0632855		Monitor, Akron 3480 StreamMaster II Electric w/Extended Vertical Travel	1
			Nozzle, Monitor 1 PAL - Akron 5178 Electric 1500 gpm	
465	0542307		Remote Monitor Control @ Pump Panel, Aerial	1
466	0010758		Flow Meter, Waterway, PAL, 110' Ascendant, MUX	1
467	0624671		Inlet, 5.00" w/5.00" Aluminum, Plumbing at Rear, w/Pump, Ascendant Single Axle	1
468	0673128		Quick-Lock Waterway Locking System, 100' HDL, 105' HDL, ASL	1
469	0518550		Outlet, 2.50" Auxiliary, LHS, Aerial Tip	1
470	0047897		Tools, Aerial	1
471	0559494		Manuals and Training, 3 Consecutive Days, Ascendant Ladder, PAL	1
472	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
473	0602497		NFPA Required Loose Equipment, Quint, NFPA 2016, Provided by Fire Department	1
474	0602397		Soft Suction Hose, Provided by Fire Department, Quint NFPA 2016 Classification	1
475	0027023		No Strainer Required	1
476	0602534		Extinguisher, Dry Chemical, Quint NFPA 2016, Provided by Fire Department	1
477	0602352		Extinguisher, 2.5 Gal. Pressurized Water, Quint, NFPA 2016, Provided by Fire Dept	1
478	0007482		Not Required, Crowbars	1
479	0007484		Not Required, Claw Tools	1
480	0602883		Axe, Flathead, Quint NFPA 2016, Provided by Fire Department	1
481	0602670		Axe, Pickhead, Quint NFPA 2016, Provided by Fire Department	1
482	0007494		Not Required, Sledgehammers	1
483	0741569		Paint Process / Environmental Requirements, Appleton	1
484	0709846		Paint, Two-Tone Color, Velocity/Impel	1
			Paint Color, Upper Area, Predefined -	
			Shield, Cab - Standard Shield	
			Paint Color, Lower Area, Predefined -	
			Paint Break, Cab - Standard Two-Tone Cab Break	
485	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
486	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
487	0693797		No Paint Required, Aluminum Front Wheels	1
488	0693792		No Paint Required, Aluminum Rear Wheels	1
489	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Primary Job Color	
490	0007230		Compartment, Painted, Spatter Gray	1
491	0792617		Aerial Ladder Paint, ASL-Single Axle, E-Coat	1
			Paint Color, Aerial Device - White 10	
			Paint Color, Egress - #50 Red	
			Paint Color, Turntable - White 10	
			Paint Color, Boom Support - gloss black primer	
			Paint Color, Cylinders - white 10	
			Paint Color, Aerial Control Console - white 10	
492	0544111		Reflective Band, 10"	1
			Color, Reflect Band - A - a) white	



Line	Option	Type	Option Description	Qty
493	0510041		Reflective across Cab Face, Imp/Vel	1
494	0624670		Stripe, Chevron, Rear, Diamond Grade, Aerial, Ascendant Single Axle	1
			Color, Rear Chevron DG - fluorescent yellow green	
495	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
496	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
497	0033179		Lettering Specifications, Reflective	1
498	0686114		Lettering, Reflective, 10.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
499	0685990		Lettering, Reflective, 10.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
500	0684183		Emblem, Maltese Cross, Reflective, 18"-20", Pair	2
			Qty, - 02	
			Location, Emblem - TBD	
501	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
502	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
503	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
504	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
505	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
506	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
507	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
508	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
509	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
510	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
511	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
512	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
513	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
514	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
515	0695416		Warranty, Pierce Camera System, WA0188	1
516	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
517	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
518	0685945		Warranty, Transmission Cooler, WA0216	1
519	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
520	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
521	0681118		Warranty, ROM, Roll-up Door, 7 Year, WA0206	1
522	0516693		Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
523	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
524	0641372		Warranty, Foam System, Not Available	1
525	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
526	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
527	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
528	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
529	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
530	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
531	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
532	0683627		Certification, Vehicle Stability, CD0156	1
533	0736241		Certification, Engine Installation, Imp/Vel, Cummins L9, 2021	1
534	0686786		Certification, Power Steering, CD0098	1
535	0667417		Certification, Cab Integrity, Velocity FR, CD0009	1
536	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
537	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
538	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
539	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
540	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
541	0545073		Amp Draw Report, NFPA Current Edition	1
542	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
543	0799248		Appleton/Florida BTO	1
544	0000049		Ascendant BODY	1

Line	Option	Type	Option Description	Qty
545	0000012		PIERCE CHASSIS	1
546	0004713		ENGINE, OTHER	1
547	0046395		EVS 3000 Series TRANSMISSION	1
548	0520324		PIERCE PUMP, PUC	1
549	0020009		POLY TANK	1
550	0028047		NO FOAM SYSTEM	1
551	0020006		SIDE CONTROL	1
552	0020007		AKRON VALVES	1
553	0020014		FRONT SUCTION	1
554	0020015		ABS SYSTEM	1
555	0755453		AERIAL BASE	1

**PAYMENT IN LIEU OF TAX AGREEMENT  
(95<sup>th</sup> & Twilight Project)**

**THIS PAYMENT IN LIEU OF TAX AGREEMENT**, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Agreement**”), by and between **K-Frans LLC**, a Missouri limited liability company (the “**Company**”) and the **CITY OF LENEXA, KANSAS**, a municipal corporation (the “**City**”).

For and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties understand and agree as follows:

1. **Tax Exemption; Payment in Lieu of Taxes.** In consideration of the issuance by the City of its industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.* in the approximate aggregate principal amount of \$17,000,000 (the “**Bonds**”), to finance the acquisition, construction and equipping of a commercial office/warehouse/manufacturing building located in the southwest corner of 95<sup>th</sup> Street and Twilight Lane (the “**Project**”) to be leased by the Company to the City pursuant to a Base Lease (the “**Base Lease**”), and leased back from the City to the Company, or its successors and assigns with City consent (except as provided in Section 12(b) below) pursuant to a Lease Agreement (the “**Lease**”), and in consideration of Company’s execution of a Base Lease and the Lease. In further consideration of the laws of the State of Kansas (the “**State**”) granting an exemption from ad valorem real property taxation for the period of up to ten (10) years, commencing with the first calendar year after the calendar year in which Bonds are issued (“**Abatement Period**”) for the portion of the Project acquired or constructed with approximately \$17,000,000 in Bond proceeds and described in the Indenture, by and between the City and the applicable bond trustees, authorizing said Bonds, Company agrees to make payments in lieu of ad valorem real and personal property taxes (also referred to as a “**PILOT**”) in the amounts specified herein for the term of the Abatement Period in the manner provided for herein. Each portion of the Project acquired or constructed with the proceeds of the Bonds in an aggregate principal amount of approximately \$17,000,000 is referred to herein as the “**Tax Abated Project Portion**”.

2. **Location.** The Project includes the acquisition and purchase by Company of approximately 8.11 acres of real estate located in southwest corner of 95<sup>th</sup> Street and Twilight Lane in the Kansas Commerce Center business park (the “**Lenexa Location**”).

3. **Statement of Intention.** The Tax Abated Project Portion consists of acquiring, constructing and equipping an approximately 142,500 sq. ft. commercial office/warehouse/manufacturing facility and legally described on attached Exhibit A. The cost of acquiring, constructing and equipping the Tax Abated Project Portion is approximately \$17,000,000.

4. **Amount of Payments; Place of Payment.** As permitted by K.S.A. 79-201a, and subject to the provision of this Agreement in lieu of all general ad valorem real and personal property taxes on the Tax Abated Project Portion for the ten (10) calendar years commencing with the first calendar year after the calendar year in which the Bonds are issued to finance the Tax Abated Project Portion, Company shall pay by separate check to the Treasurer of Johnson County, Kansas, or other appropriate officer as required by State law, a PILOT in an amount equal to fifty percent (50%) of the amount of general ad valorem real and personal property taxes for such Tax Abated Project Portion over the Base Year which would have been due and payable by Company if such Tax Abated Project Portion were taxable as determined in accordance with Section 5 below, to be distributed as and/or as a part of the general ad valorem tax collections for all taxing subdivisions in which the Project is located.

The PILOT shall be billed to Company by statement of the City Clerk or by Johnson County on behalf of the City issued on or about November 20th of each year and shall be paid each year of the Abatement Term as follows: one-half (1/2) on or before December 20th in respect of the PILOT for the then current calendar year, and the remainder of such PILOT for such calendar year on or before May 10th of the following calendar year, or as otherwise required by law or invoice of Johnson County.

5. **Calculation of Taxes and Distribution of Payment.** The amount of such PILOT will be determined by the Johnson County Clerk in the same manner and according to the same statutory procedure as general ad valorem taxes, real and personal, are determined, using the valuations determined by the Johnson County Appraiser's office under the same laws, rules and procedures for which real and personal property taxes are determined for all taxpayers within the taxing jurisdiction(s), including the right to appeal and challenge the valuations as determined by the Johnson County Appraiser's Office. Such payments shall be distributed to all applicable taxing subdivisions in Johnson County as provided in K.S.A. 12-1742.

6. **Protest of Appraised Valuation.** Company will make all PILOTs required by this Agreement; however, Company reserves the right to make such payment under protest pending its timely appeal of the valuation as determined by the Johnson County Appraiser's Office. However, Company may not appeal its appraised valuation to an amount below the appraised valuation of the improvements (excluding land) of the Lenexa Location as established by the Johnson County Appraiser in the year the Tax Abated Project Portion receives its full valuation after Project completion or \$5,000,000, whichever is less (the "**Base**

**Valuation**”), without first obtaining the City’s consent, which consent shall not be unreasonably withheld. If Company desires to appeal the appraised value and the appraised value of the Project is adjusted by either the Johnson County Appraiser’s Office or by the Board of Tax Appeals to an amount below the Base Valuation, the PILOT shall automatically increase in proportion to the amount to the Project’s appraised valuation falls below the Base Valuation. If the appraised value is independently adjusted below the Base Valuation by the Johnson County Appraiser during the Abatement Term as a result of market conditions and not from appeal of the Company, there shall be no adjustment in the Base Valuation. If after appeal, the valuation is adjusted downward, nothing herein shall create an obligation on behalf of the City to return all or a portion of any PILOT received by the City or any other taxing entity, however in such event, Company shall reduce its subsequent PILOT by the amount of any overpayment previously made by Company under protest. If the subsequent payment is not sufficiently large to fully credit the overpayment, the credit may be carried forward to subsequent payment(s) during the Abatement Term. If after an appeal, the valuation is increased, Company shall pay an additional amount for the year protested, calculated based on the revised valuation, with its subsequent PILOT.

## **7. Application of Abatement.**

(a) Company shall not utilize any of the Project property for which it is requesting or receiving a tax exemption for any purposes that do not qualify for a property tax exemption pursuant to K.S.A. 79-201a *Second* or *Twenty-Fourth*.

(b) Except as provided in the Lease, Company shall not remove any personal property purchased with proceeds of the Bonds at any time during the Abatement Term without the prior written consent of the City.

(c) The Project shall comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

The Company’s failure to comply with the conditions provided in this Section shall constitute a default under this Agreement and the Lease.

## **8. Abatement Standards.**

(a) Minimum Investment. The ten (10) year Abatement Term is conditioned upon the Company making a minimum \$10,000,000 capital investment (including all costs associated with acquiring and improving the Project) in the Tax Abated Project Portion through the issuance of Bonds no later than December 31, 2023 (“**Minimum Capital Investment**”).

(b) Civic Involvement. The granting of economic development incentives is a discretionary decision of the City and is granted to promote, stimulate and develop the general and economic welfare of the quality of life in the



City; therefore, civic and community involvement of any developer receiving a tax exemption is important to the City. During the Abatement Term, Company agrees to actively participate in the civic, charitable, educational, philanthropic and economic development activities of the City. At a minimum: (1) at all times during the Abatement Term, Company must be a dues-paying member in good standing with the Lenexa Chamber of Commerce; and (2) during the Abatement Term, Company (or an affiliate of Company) is required to make an annual contribution to the Lenexa Foundation in an amount solely determined by Company, but not less than 0.5% of the annual PILOT; and (3) during the Abatement Term, Company or Properties (as defined in Section 12(b) herein) or any affiliate of Company shall annually sponsor a minimum of one City festival, event or activity at any sponsorship level. Each item (1) through (3) in this paragraph constitutes a separate performance requirement (a **“Civic Obligation”**). The annual contribution to the Lenexa Foundation must occur prior to or simultaneous with the PILOT payment due on or amount May 10<sup>th</sup> and shall be calculated based upon the sum of the December and May PILOT payments for each calendar year. Payment of the one annual sponsorship must occur no later than May 1 and shall commence in the year in which the first PILOT payment is made. For purposes of this PILOT obligation, the Company’s membership in the Lenexa Chamber of Commerce may be satisfied by membership of the Karbank Real Estate Company LLC, a Missouri limited liability company doing business as Karbank Real Estate Company.

(c) Application for Abatement. The City and Company shall compile the information necessary to file the application for exemption (currently Form IRBX) with Johnson County, Kansas and/or the Kansas Board of Tax Appeals. If Company is the party required to file the application for exemption, Company shall file such application no later than February 15 of the year following the calendar year in which the Bonds have been issued. Company shall deliver to the City a copy of the application for exemption upon submission to Johnson County, Kansas and/ or the Kansas Board of Tax Appeals. Company shall responsible for paying the application fee at the time of filing the application for exemption.

(d) Annual Certification & Administrative Fee. Each year of the Abatement Term, the Company is required to complete and submit certain information to confirm compliance with this Agreement (the “Annual Certification”). The Annual Certification shall be provided in the form and manner requested by the City and shall be submitted no later than February 10 of each year for the term of the abatement unless otherwise agreed, in writing, by the City. The information contained in the Annual Certification shall be used by the City Clerk to make its annual certification of compliance required by the Johnson County Treasurer. The Annual Certification shall be accompanied by the annual, non-refundable administrative fee which is set annually by City resolution and maintained by the CFO. Failure to provide the Annual Certification or pay the required administrative fee shall be an Event of Default hereunder.

9. **Inspection.** The City or its duly authorized agents may, upon reasonable request, inspect the Project and, upon at least twenty-four (24) hours' notice to Company, inspect any books and records of Company pertaining to the Project for compliance with this Agreement. Upon written request, Company agrees to reasonably cooperate with the City to provide evidence of its compliance with the terms of this Agreement.

10. **Approval of Exemption.** This Agreement is conditioned on the issuance by the Kansas Board of Tax Appeals of an order exempting the Tax Abated Project Portion from ad valorem taxation in accordance with Kansas law, including K.S.A. 79-201a *et seq.* or K.S.A. 74-50,115. The City will utilize its good faith efforts to facilitate this process on behalf of Company.

11. **Events of Default; Remedies.**

a. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “**Event of Default**” hereunder:

(1) the Company shall fail to pay any PILOT in a timely manner or perform any of its obligations hereunder;

(2) the Company shall breach any covenant contained herein or any representation of the Company contained herein shall prove to be materially false or erroneous;

(3) the Company shall fail to comply with any of the provisions of this Agreement, including but not limited to Sections 7 or 8 herein; or

(4) the Company shall be in default under the Lease.

b. If such Event of Default occurs, this Agreement may be terminated by written notice to the Company from the City. Such termination shall be effective immediately following delivery of such written notice, subject to subsection (d). Upon the termination of this Agreement, the Company shall make a payment to the City (or as the City may otherwise direct) in an amount equal to the sum of (i) all due but unpaid PILOTs attributed to prior calendar years, (ii) the pro rata total PILOTs that would be due with respect to the current calendar year, (iii) the pro rata amount of any ad valorem real property taxes that would be due for the remaining portion of the current calendar year assuming the Tax Abated Project Portion of the Project were not exempt property, and (iv) the amount of any costs, expenses and attorneys' fees incurred by the City as a result of such Event of Default and in enforcing this Agreement.

c. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder

in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

d. In the event that Company shall fail to make any required payment in lieu of taxes or to tender any other performance hereunder, the City will provide Company thirty (30) days' notice of its intention to terminate this Agreement and provide it the opportunity to cure within the thirty (30) day period. Notwithstanding, no notice is required to terminate this Agreement for second or subsequent failures to make required payments in lieu of taxes under this Agreement.

e. This Agreement is conditioned upon the issuance of Bonds for the acquisition, construction and equipping of the Tax Abated Project Portion. This Agreement shall automatically terminate without notice or opportunity to cure on December 1, 2022 unless (i) the Bonds have been issued by the City, or (ii) the Company has obtained from the City a building permit for the Project and is diligently pursuing construction to completion.

## 12. **General Matters**

a. **Counterparts.** This Agreement may be executed in multiple original, electronic or facsimile counterparts, all of which shall be deemed an original, and when combined shall constitute one complete, fully enforceable, Amendment. Electronic or copies of signatures shall have the same force and effect as originals.

b. **Transferability.** The benefits of this Agreement may not be transferred to any assignee without the written consent of the City which shall be granted in the sole discretion of the City. Further, no assignment or transfer of this Agreement is permitted if the Company is in default in the performance of any of the material terms, covenants, conditions and agreements of this Agreement and any assignment of the PILOT (1) is subject to all reasonable conditions of the City; (2) must include a written assignment and assumption of the Company's rights and obligations under this Agreement and an assumption by the assignee of all of the Company's rights and obligations therein; (3) must include an assignment of the Lease and (4) if the assignee is comprised of multiple individual persons or entities, each with an ownership interest and meeting this definition, then any such assignment must contain (i) a provision that each entity to which this Agreement is assigned shall be jointly and severally liable for the obligations and liabilities in the Agreement; and (ii) designation of one person or entity responsible for communicating with the City regarding the Agreement and the provisions therein.

Notwithstanding the foregoing, the City hereby consents to the assignment of this Agreement to Karbank Properties LLP, a Missouri limited liability partnership ("Properties"), upon delivery to the City of a written assignment and assumption agreement to the City or a copy of a certificate of merger of Company into Properties (or a similar document) wherein the assignee or successor company

assumes all duties and obligations hereunder and in any related Base Lease and Lease for the purpose of financing the Project

c. **Titles and Subheadings.** Titles and subheadings used in this Agreement are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.

d. **No Waiver.** No waiver by the City of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach.

e. **Notice.** Any notice required or permitted to be given hereunder must be in writing, and may be served by depositing the same in the mail, postage prepaid, and registered or certified, with a return receipt requested. Notice given by registered or certified mail shall be deemed given and effective on the date of delivery as shown on the return receipt, or, if the receipt is not returned to sender, five (5) business days after the date deposited in the mail. Notice may be served in any other manner including by personal delivery, overnight courier, or facsimile but shall be deemed given and effective: in the case of personal delivery or delivery by overnight courier, as of the time of actual delivery thereof to the addressees, in the case of delivery by facsimile transmission, upon receipt by the sender of confirmation, and in all other cases, upon actual receipt thereof by the addressee; provided, however, that any notice delivered after the normal business hours of the recipient shall be effective as of the next business day of the recipient. Notices shall be addressed as follows:

If to Company:

K-Frans LLC  
2000 Shawnee Mission Parkway, Suite 400  
Mission Woods, KS 66205  
Phone No. (816) 221-4488  
Attn: Adam Feldman

With a copy to:

Manson Karbank McClaflin  
1900 Shawnee Mission Parkway, Suite 320  
Mission Woods, KS 66205  
Phone No. (970) 948-2652  
Attn: Neil Karbank

If to City of Lenexa:

City of Lenexa  
17101 W. 87<sup>th</sup> Street Parkway  
Lenexa, KS 66219  
Phone No. (913) 477-7620  
Attn: City Attorney

or to such other address as a party may from time to time designate in accordance with this section.

f. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state of Kansas.

g. **Entire Agreement.** Subject to the Bond documents, this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, covering the same subject matter. This Agreement may only be modified or amended through the Bond documents or upon written instrument executed by the parties required to consent to such amendment.

h. **Authority.** The signatories to this Agreement covenant and represent that each is fully authorized to enter into and to execute this Agreement on behalf of the above named party; the Company further represents that it has authority to bind the property upon which the Project is located.

i. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third party beneficiary.

j. **Electronic Transactions.** The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

**CITY OF LENEXA, KANSAS**

[SEAL]

By: \_\_\_\_\_  
Courtney Eiterich, Council President  
Presiding as Mayor pursuant to  
Lenexa City Code Section 1-2-A-3

ATTEST:

\_\_\_\_\_  
Jennifer Martin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sean McLaughlin, City Attorney

**COMPANY:**

**K-FRANS LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT A

### Legal Description

Lot 4, Kansas Commerce Center, a subdivision in Lenexa, Johnson County,  
Kansas