



Agenda

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

**FEBRUARY 4, 2025
7:00 PM
COMMUNITY FORUM**

CALL TO ORDER Pledge of Allegiance

ROLL CALL

APPROVE MINUTES January 21, 2025 City Council meeting draft minutes
(located in the Appendix)

**MODIFICATION OF
AGENDA**

PROCLAMATIONS National Black History Month
Engineers Week Feb. 16-22

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

CONSENT AGENDA **Item Numbers 1 through 3**

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

1. Approval of a Conduit Purchase Agreement authorizing the sale of a conduit along 86th Street and Scarborough Street in Lenexa City Center to Southwestern Bell Telephone Company, LLC d/b/a AT&T Kansas

AT&T Kansas is interested in purchasing a conduit along 86th Street and

Scarborough Street in Lenexa City Center from the City for \$28,883.92.

2. Approval of an agreement with Wilson & Company, Inc., Engineers & Architects for design services for the Monticello Road Infrastructure Improvements Project

This project will consist of heavy preventative maintenance, including replacing the existing asphalt roundabouts with concrete, along Monticello Road between 83rd Street and Prairie Star Parkway. The design services contract is for \$366,525. The construction project is estimated to be \$6,050,000.

3. Resolution consenting to the enlargement of the Consolidated Main Sewer District of Johnson County, Kansas to include property located southwest of the intersection at 83rd Street & Clare Road (Clear Creek Landing)

The Consolidated Main Sewer District of Johnson County, Kansas has requested consent to enlarge its sanitary sewer system to serve property located southwest of the intersection at 83rd Street & Clare Road (Clear Creek Landing).

END OF CONSENT AGENDA

NEW BUSINESS None

COUNCILMEMBER REPORTS

STAFF REPORTS

4. 2025 Pavement Management Program and 2025 Sidewalk Repair Program

END OF RECORDED SESSION

BUSINESS FROM FLOOR

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

ADJOURN

APPENDIX

5. January 21, 2025 City Council meeting draft minutes

6. National Black History Month Proclamation
7. Engineers Week Proclamation
8. Lenexa Economic Development Council Semi-Annual Report
9. Convention and Visitors Bureau Semi-Annual Report
10. Item 1 -- AT&T Agreement

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

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

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



ITEM 1

SUBJECT: Approval of a Conduit Purchase Agreement authorizing the sale of a conduit along 86th Street and Scarborough Street in Lenexa City Center to Southwestern Bell Telephone Company, LLC d/b/a AT&T Kansas

CONTACT: Tim Green, Deputy Community Development Director

DATE: February 4, 2025

ACTION NEEDED:

Approve a Conduit Purchase Agreement authorizing the sale of a conduit along 86th Street and Scarborough Street in Lenexa City Center to Southwestern Bell Telephone Company, LLC d/b/a AT&T Kansas ("AT&T").

PROJECT BACKGROUND/DESCRIPTION:

The City built a duct bank during the construction of 86th Street and Scarborough Street in City Center. The duct bank is 1,629 linear feet and consists of eight, two-inch diameter conduits and two, four-inch diameter conduits and was installed to accommodate future wire and fiber optic utilities. The City paid the initial cost of the duct bank and each utility purchasing a conduit will reimburse the City a proportional share of the overall cost.

AT&T is purchasing two, four-inch diameter conduits. AT&T is responsible for all fiber optic installation costs, as well as future maintenance costs.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

AT&T will pay \$28,883.92 for purchase of the conduit. The amount is based on the actual cost to purchase the materials and install the conduit.

STAFF RECOMMENDATION:

Approve the agreement.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation

Guiding Principles

Superior Quality Services

ATTACHMENTS

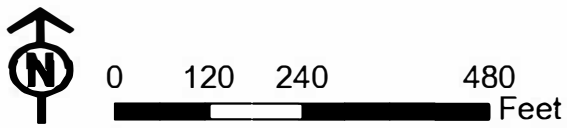
1. Map
2. Agreement located in the Appendix



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

Conduit Purchase Agreement AT&T Kansas





ITEM 2

SUBJECT: Approval of an agreement with Wilson & Company, Inc., Engineers & Architects for design services for the Monticello Road Infrastructure Improvements Project

CONTACT: Nick Arena, Municipal Services Director
Cody Wilbers, Assistant Municipal Services Director

DATE: February 4, 2025

ACTION NEEDED:

Approve an agreement with Wilson & Company, Inc., Engineers & Architects ("Wilson") for design services for the Monticello Road Infrastructure Improvements Project ("Project").

PROJECT BACKGROUND/DESCRIPTION:

The Project consists of:

- reconstructing the asphalt pavement of the four roundabouts with concrete;
- replacing deteriorated curb and gutter, sidewalk, and brick pavers;
- completing minor repairs on the bridge over Coon Creek;
- designing, and if funds allow, constructing a 10-foot trail along Monticello Road from 83rd Street to 95th Street, then through the Brampton neighborhood to Buffalo Meadows Park;
- mill and overlay of Monticello Road, a portion of 95th Street, and the Black Hoof Park parking lots; and
- replacing signs and pavement markings along the corridor.

Under this agreement, Wilson will perform survey, environmental permitting, right-of-way assistance, utility coordination, public outreach, and preliminary and final plan design services.

Staff selected Wilson to perform design services based on their design of the Monticello Road from 83rd Street to Prairie Star Parkway area. Wilson will utilize past survey and plan data from when Monticello Road was originally enhanced in 2008.

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

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This Project is funded in the 2025-2029 Capital Improvement Program (Project No. 60066). The design services contract amount is \$366,525.

STAFF RECOMMENDATION:

Approve the agreement.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

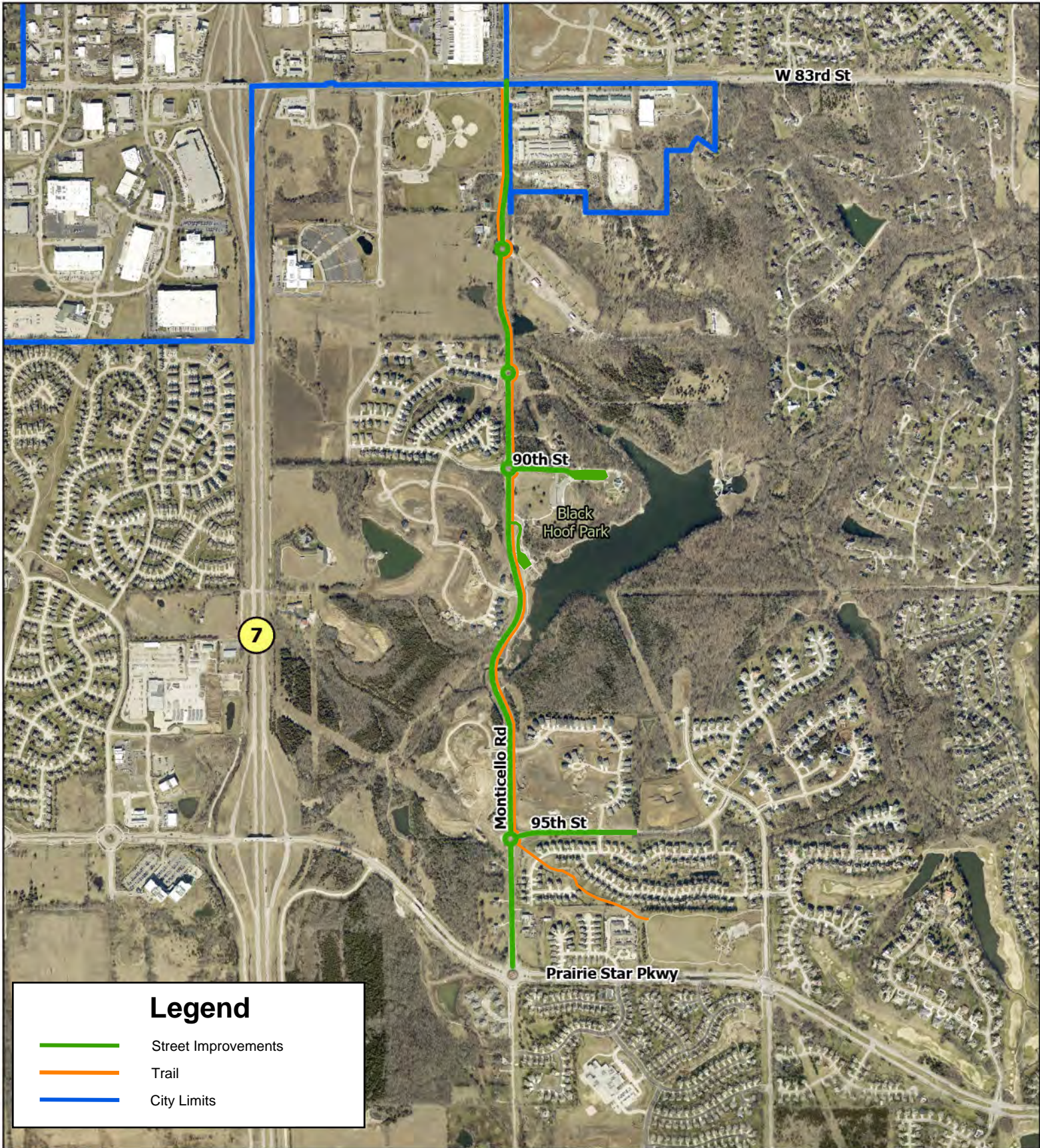
Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment

ATTACHMENTS

1. Map



Legend

- Street Improvements
- Trail
- City Limits

Folder: L:\1 GIS\ArcPro\Templates\Monticello Rd
 Date Saved: 1/29/2025
 Prepared by: Julius Moore, Municipal Services

Monticello Road Infrastructure Improvements





ITEM 3

SUBJECT: Resolution consenting to the enlargement of the Consolidated Main Sewer District of Johnson County, Kansas to include property located southwest of the intersection at 83rd Street & Clare Road (Clear Creek Landing)

CONTACT: Steven Shrout, Assistant City Attorney

DATE: February 4, 2025

ACTION NEEDED:

Adopt a resolution consenting to the enlargement of the Consolidated Main Sewer District (CMSD) of Johnson County, Kansas to include property located southwest of the intersection of 83rd Street & Clare Road (Clear Creek Landing).

PROJECT BACKGROUND/DESCRIPTION:

Johnson County Charter Resolution No. 29-92 requires the County to get the City's consent to any proposed enlargements to the CMSD. The CMSD has requested consent to enlarge its sanitary sewer system in approximately 4 acres located southwest of the intersection of 83rd Street & Clare Road. This enlargement is necessary to accommodate Clear Creek Landing, a 24-unit, four-plex development in the RP-2 zoning district. City staff has reviewed this request and does not object to the requested enlargement.

STAFF RECOMMENDATION:

Adopt the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation

Guiding Principles

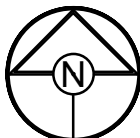
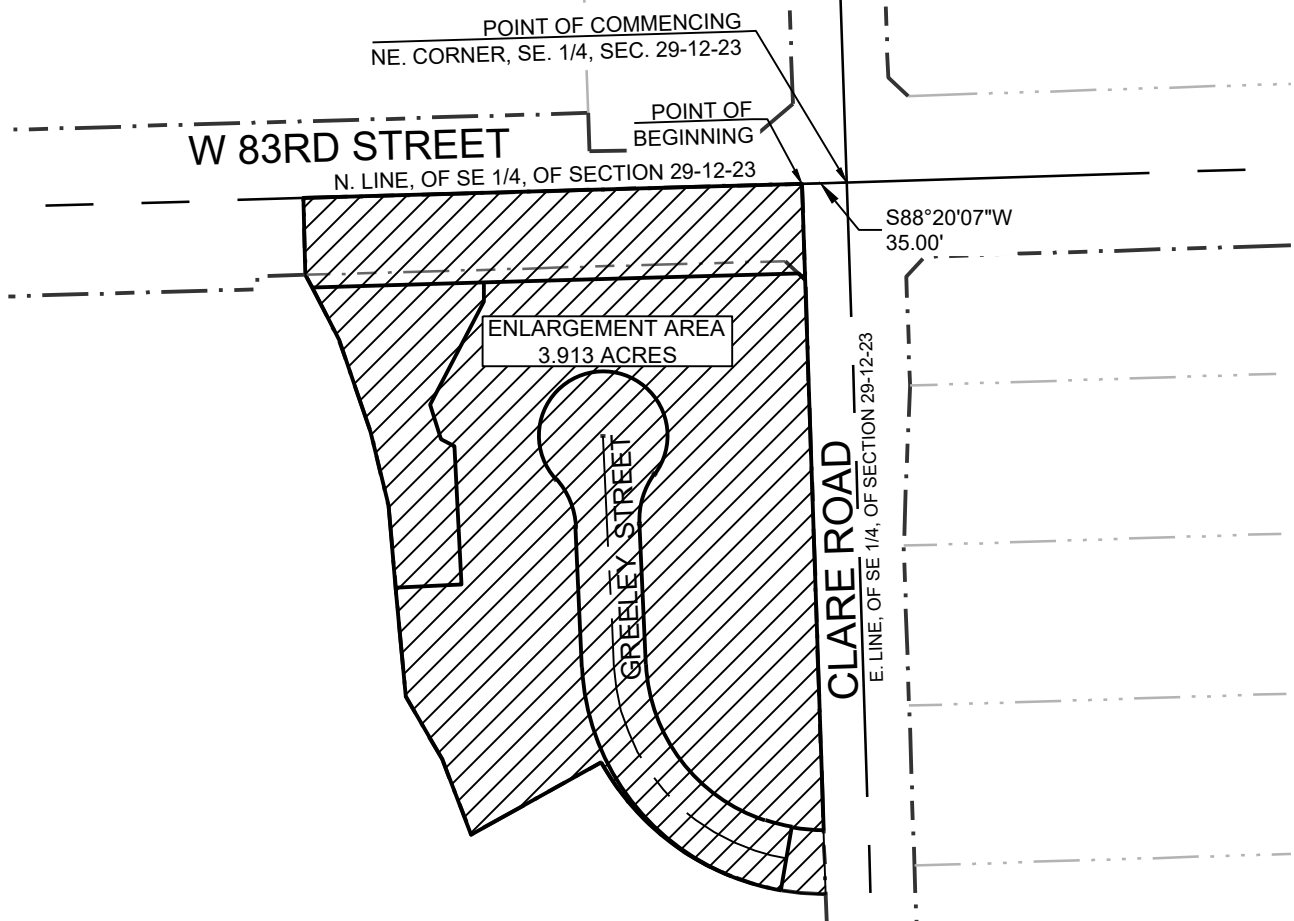
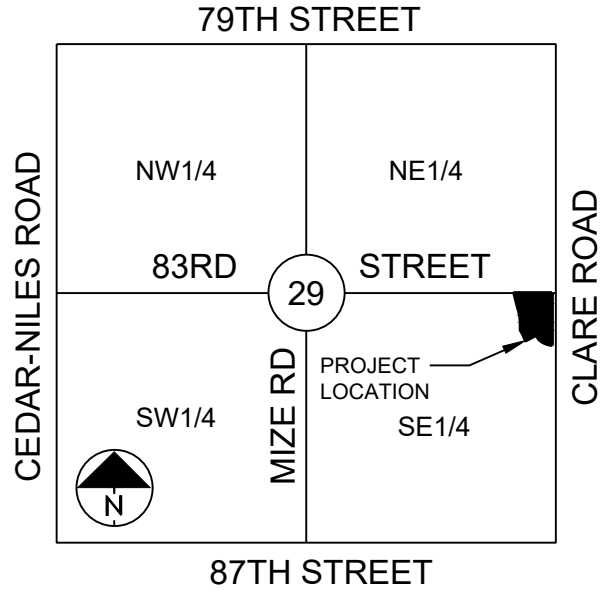
Superior Quality Services

ATTACHMENTS

1. Exhibit
2. Resolution

EXHIBIT A ENLARGEMENT TO THE CONSOLIDATED MAIN SEWER DISTRICT

SECTION 29-12-23
LOCATION MAP
SCALE 1" = 2000'



REV1:1.13-2025

DRAWN BY:	JTS
CHECKED BY:	ATR
DATE:	12-20-24
PROJECT NO:	22-131
SCALE:	1" = 150'
SHEET	1 OF 2

SCHLAGEL

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

EXHIBIT A - DISTRICT ENLARGEMENT

EXHIBIT A

ENLARGEMENT TO THE CONSOLIDATED MAIN SEWER DISTRICT

DESCRIPTION:

Part of the East one half of the Southeast One-Quarter of Section 29, Township 12 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas, being described as follows:

Commencing at the Northeast corner of the Southeast One-Quarter of said Section 29; thence along the North line of the Southeast Quarter of said Section 29, South 88 degrees 20 minutes 07 seconds West, a distance of 35.00 feet to a point on the West right of way line of CLARE Road as now established and recorded in THE TIMBERS AT CLEAR CREEK, FIRST PLAT, a subdivision in the City of Lenexa, said point being the Point of Beginning; thence along the said West right of way line of CLARE Road, South 01 degree 54 minutes 14 seconds East, also being on a line 35.00 feet West of and parallel with the East line of the Southeast Quarter of said Section 29, a distance of 555.06 feet to a point of curvature on the North line of Tract "A", of said, THE TIMBERS AT CLEAR CREEK, FIRST PLAT, thence along the Northerly and Easterly lines of said THE TIMBERS AT CLEAR CREEK, FIRST PLAT for the following nine courses, Westerly and Northwesterly on a curve to the right having an initial tangent bearing of South 89 degrees 48 minutes 51 seconds West, a radius of 200.00 feet, a central angle of 61 degrees 05 minutes 09 seconds and an arc length of 213.23 feet; thence South 60 degrees 54 minutes 00 seconds West a distance of 116.00 feet; thence North 21 degrees 06 minutes 00 seconds West a distance of 63.00 feet; thence North 30 degrees 00 minutes 00 seconds West a distance of 57.00 feet; thence North 05 degrees 12 minutes 00 seconds West a distance of 149.63 feet; thence North 13 degrees 30 minutes 00 seconds West a distance of 59.00 feet; thence North 19 degrees 00 minutes 00 seconds West a distance of 76.00 feet; thence North 27 degrees 15 minutes 00 seconds West a distance of 57.09 feet to the Northeast corner of said Tract "A", said corner being on the South right of way line of West 83rd Street, as now established; thence North 01 degrees 39 minutes 53 seconds West a distance of 60.00 feet to a point on the said North line of the Southeast One-Quarter of Section 29; thence along the said North line, North 88 degrees 20 minutes 07 seconds East a distance of 389.63 feet to the Point of Beginning and containing 3.913 acres more or less.



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

DRAWN BY:	JTS
CHECKED BY:	ATR
DATE:	12-20-24
PROJECT NO:	22-131
SCALE:	
SHEET	2 OF 2



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 #E-296 #L A-29 #L S-54




REV1:1.13-2025

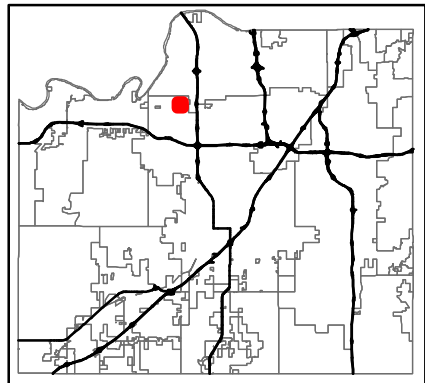
Owner: Clear Creek Landing LLC

Property ID: IF231229-4001

Parcel Acreage: 3.34 acres

**Land Use: Farming / ranch land
(no improvements)**

-  Subject Parcels
-  Current CMSD Boundary
- Sanitary Sewers**
-  Gravity Sewers



RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE ENLARGEMENT OF THE CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY, KANSAS TO INCLUDE PROPERTY LOCATED SOUTHWEST OF THE INTERSECTION OF 83RD STREET AND CLARE ROAD.

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

WHEREAS, the Board of County Commissioners desires to expand the Consolidated Main Sewer District to include the approximately 3.913 acres; and

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

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

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

SECTION TWO: This Resolution shall become effective upon passage.

ADOPTED by the City Council this 4th day of February, 2024.

SIGNED by the Mayor this 4th day of February, 2024.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

Approved As To Form:

Steven Shrout, Assistant City Attorney



ITEM 4

SUBJECT: 2025 Pavement Management Program and 2025 Sidewalk Repair Program

CONTACT: Nick Arena, Municipal Services Director
Cody Wilbers, Assistant Municipal Services Director

DATE: February 4, 2025

PROJECT BACKGROUND/DESCRIPTION:

The 2025 Pavement Management Program (PMP) encompasses 55 total lane-miles of road. Approximately 34 lane-miles of neighborhood streets will be treated with an Ultra-Thin Bonded Asphalt Surface (UBAS), and the other 21 lane-miles of roadway will receive a two-inch mill and overlay. Work will also include removing and replacing deteriorated curbs and gutters, replacing sidewalk panels as needed, and installing ADA-compliant wheelchair ramps.

The 2025 Sidewalk Repair Program will connect a gap on Lackman Road between 95th Street and 99th Street and repair damaged sidewalk in the Stoneridge, Maple Falls, Pointe West, and Country Ridge neighborhoods.

Staff is currently working to send the 2025 PMP and Sidewalk Repair Program out for bid with work anticipated to begin in late April or early May and be completed, weather permitting, in early fall 2025.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The approved budget for the 2025 PMP is \$7,275,098. Funding sources for the 2025 PMP include a portion of the 3/8-cent sales tax, Capital Improvement Fund (CIF), and the City's share of motor fuel tax revenue (Special Highway Fund).

The approved budget for the 2025 Sidewalk Repair Program is \$350,000 and is funded by the CIF, Stormwater Funds, and Parks Funds.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Vibrant Neighborhoods
Integrated Infrastructure & Transportation

Guiding Principles

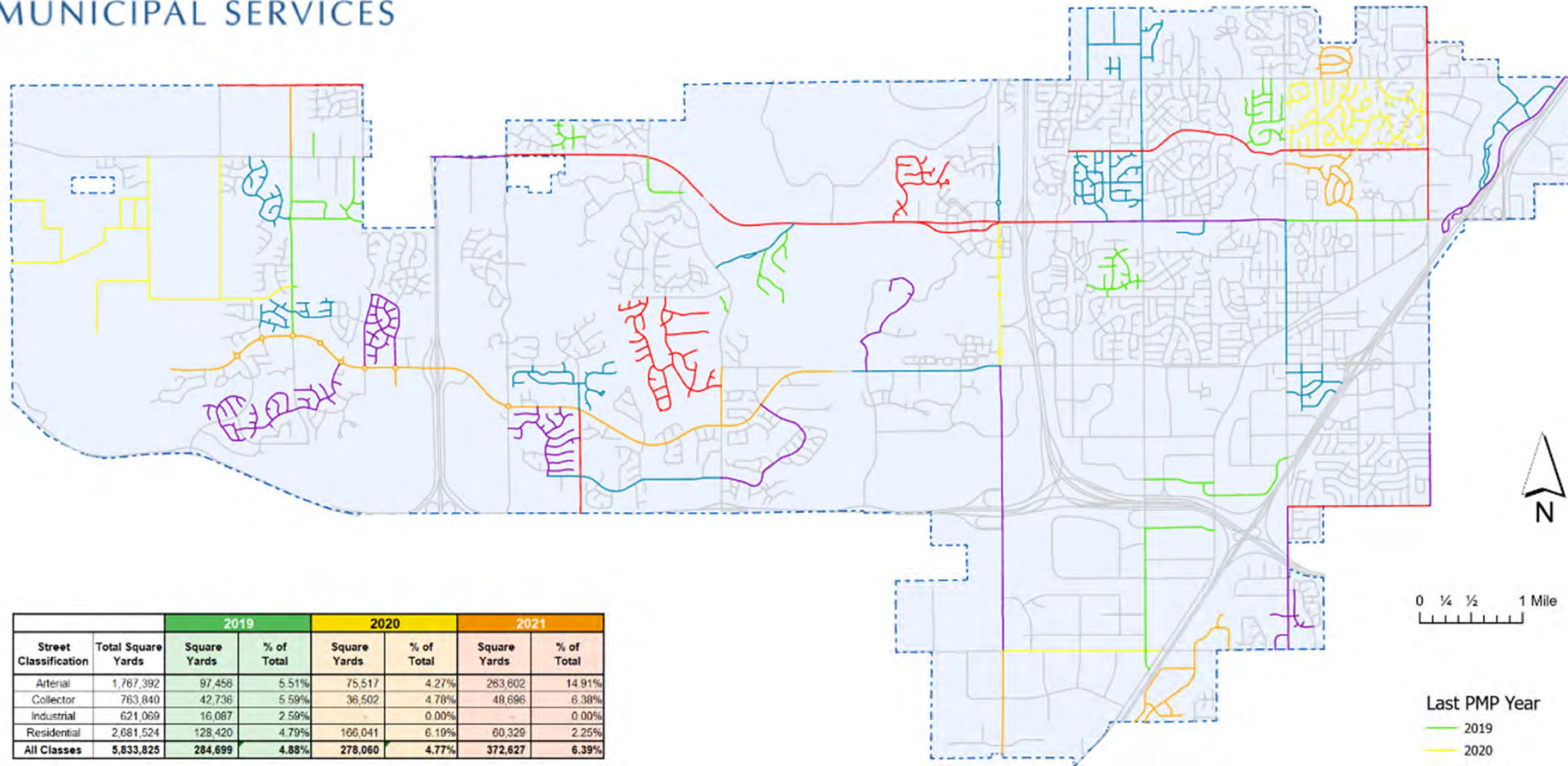
Superior Quality Services
Strategic Community Investment

ATTACHMENTS

1. Exhibits

Pavement Management Program by Year

2019-2024



Street Classification	Total Square Yards	2019		2020		2021	
		Square Yards	% of Total	Square Yards	% of Total	Square Yards	% of Total
Arterial	1,767,392	97,458	5.51%	75,517	4.27%	263,602	14.91%
Collector	763,840	42,736	5.59%	36,502	4.78%	48,696	6.38%
Industrial	621,069	16,087	2.59%	-	0.00%	-	0.00%
Residential	2,681,524	128,420	4.79%	166,041	6.19%	60,329	2.25%
All Classes	5,833,825	284,699	4.88%	278,060	4.77%	372,627	6.39%

2022		2023		2024		Total	
Square Yards	% of Total	Square Yards	% of Total	Square Yards	% of Total	Square Yards	% of Total
222,093	12.57%	147,407	8.34%	106,586	6.03%	912,661	51.64%
75,610	9.90%	98,286	12.87%	43,085	5.64%	344,914	45.16%
-	0.00%	5,358	0.86%	30,624	4.93%	52,069	8.38%
123,833	4.62%	193,004	7.20%	209,299	7.81%	880,826	32.85%
421,536	7.23%	444,055	7.61%	389,594	6.68%	2,190,571	37.55%

Asset Type	Unit	2019	2020	2021	2022	2023	2024	Total
		Yearly Totals	Yearly Totals	Yearly Totals	Yearly Totals	Yearly Totals	Yearly Totals	Yearly Totals
Curb	LF	8,741	16,116	19,254	23,707	25,925	53,486	147,229
Sidewalk	SF	7,022	12,817	34,028	98,025	53,459	54,696	260,047
Trail	SF	47,045	758	26,501	23,480	11,200	82,928	191,912
Ramp	EA	46	74	66	80	65	50	381

0 ¼ ½ 1 Mile

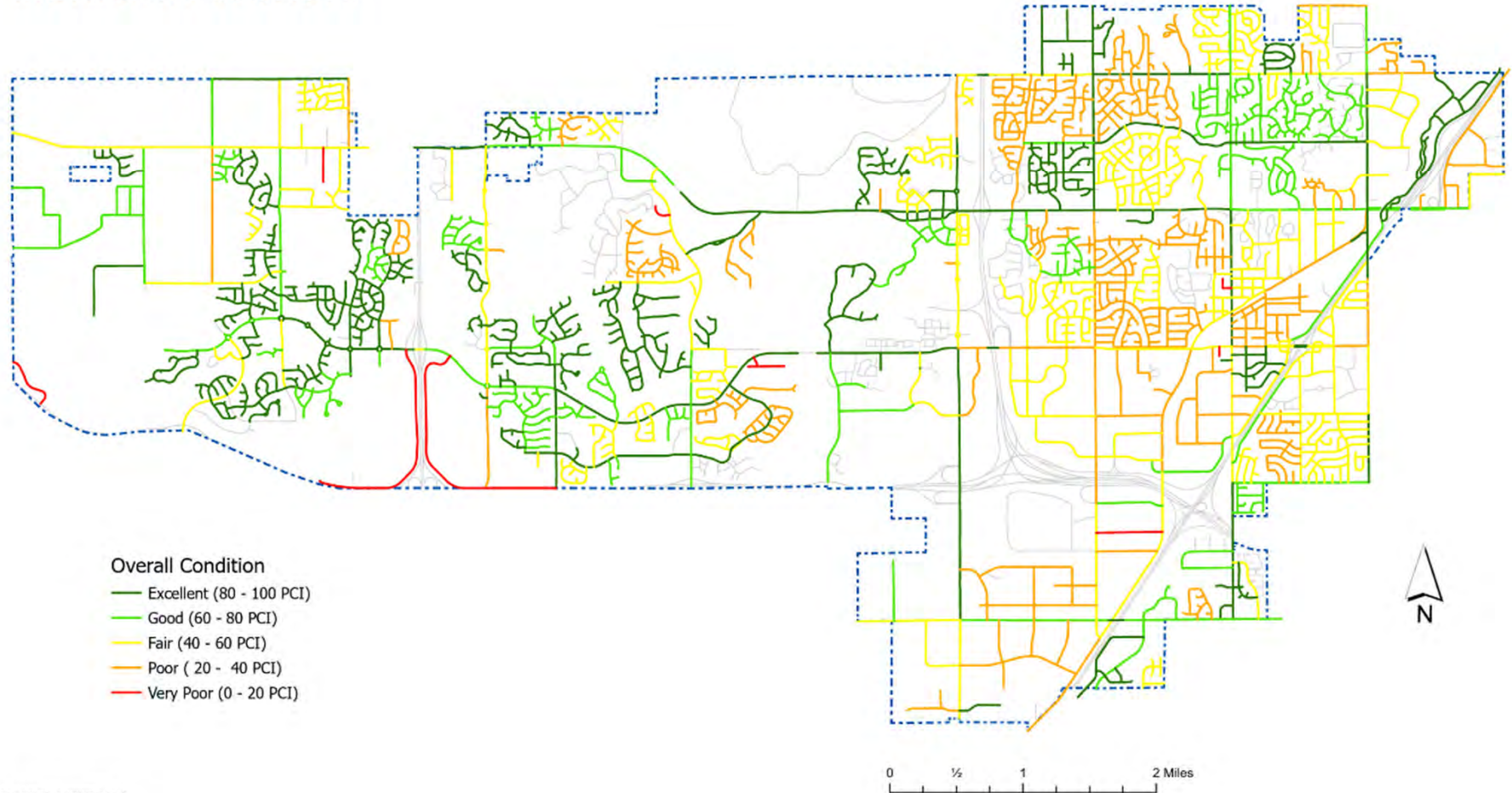
Last PMP Year

- 2019
- 2020
- 2021
- 2022
- 2023
- 2024

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Date Saved: 1/28/2024
Prepared by Julius Moore, Municipal Services

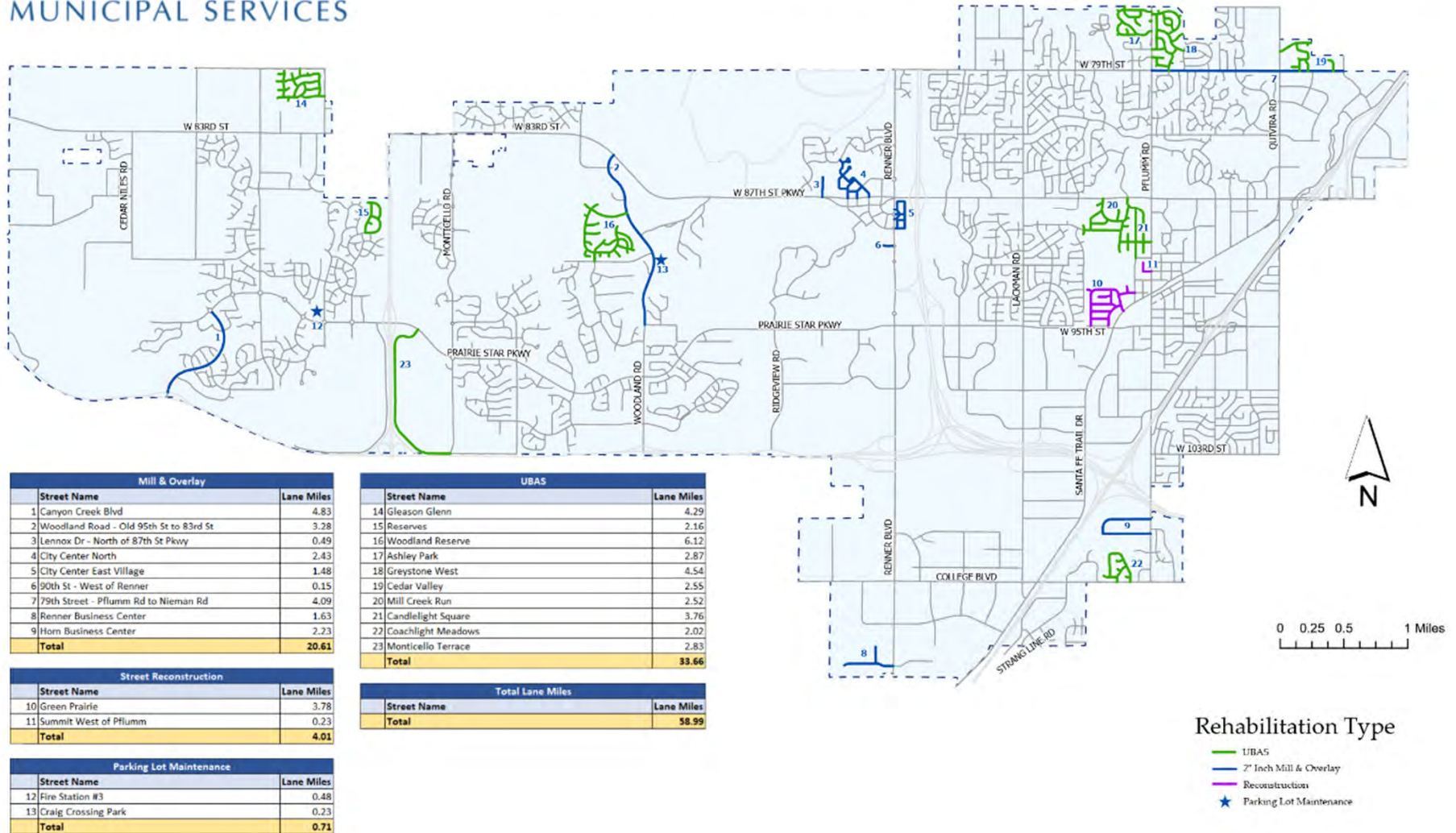
PCI by Supersegment - 2024

PCI - Pavement Condition Index



Filename: L12_083(Archival)/MPS/PCI_Reporting
 Prepared by Julie Plonka, Municipal Services
 Date: 02/14/2024

2025 Proposed Pavement Management Program



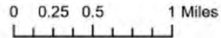
Mill & Overlay	
Street Name	Lane Miles
1 Canyon Creek Blvd	4.83
2 Woodland Road - Old 95th St to 83rd St	3.28
3 Lennox Dr - North of 87th St Pkwy	0.49
4 City Center North	2.43
5 City Center East Village	1.48
6 90th St - West of Renner	0.15
7 79th Street - Pflumm Rd to Nieman Rd	4.09
8 Renner Business Center	1.63
9 Horn Business Center	2.23
Total	20.61

Street Reconstruction	
Street Name	Lane Miles
10 Green Prairie	3.78
11 Summit West of Pflumm	0.23
Total	4.01

Parking Lot Maintenance	
Street Name	Lane Miles
12 Fire Station #3	0.48
13 Craig Crossing Park	0.23
Total	0.71

UBAS	
Street Name	Lane Miles
14 Gleason Glenn	4.29
15 Reserves	2.16
16 Woodland Reserve	6.12
17 Ashley Park	2.87
18 Greystone West	4.54
19 Cedar Valley	2.55
20 Mill Creek Run	2.52
21 Candlelight Square	3.76
22 Coachlight Meadows	2.02
23 Monticello Terrace	2.83
Total	33.66

Total Lane Miles	
Street Name	Lane Miles
Total	58.99

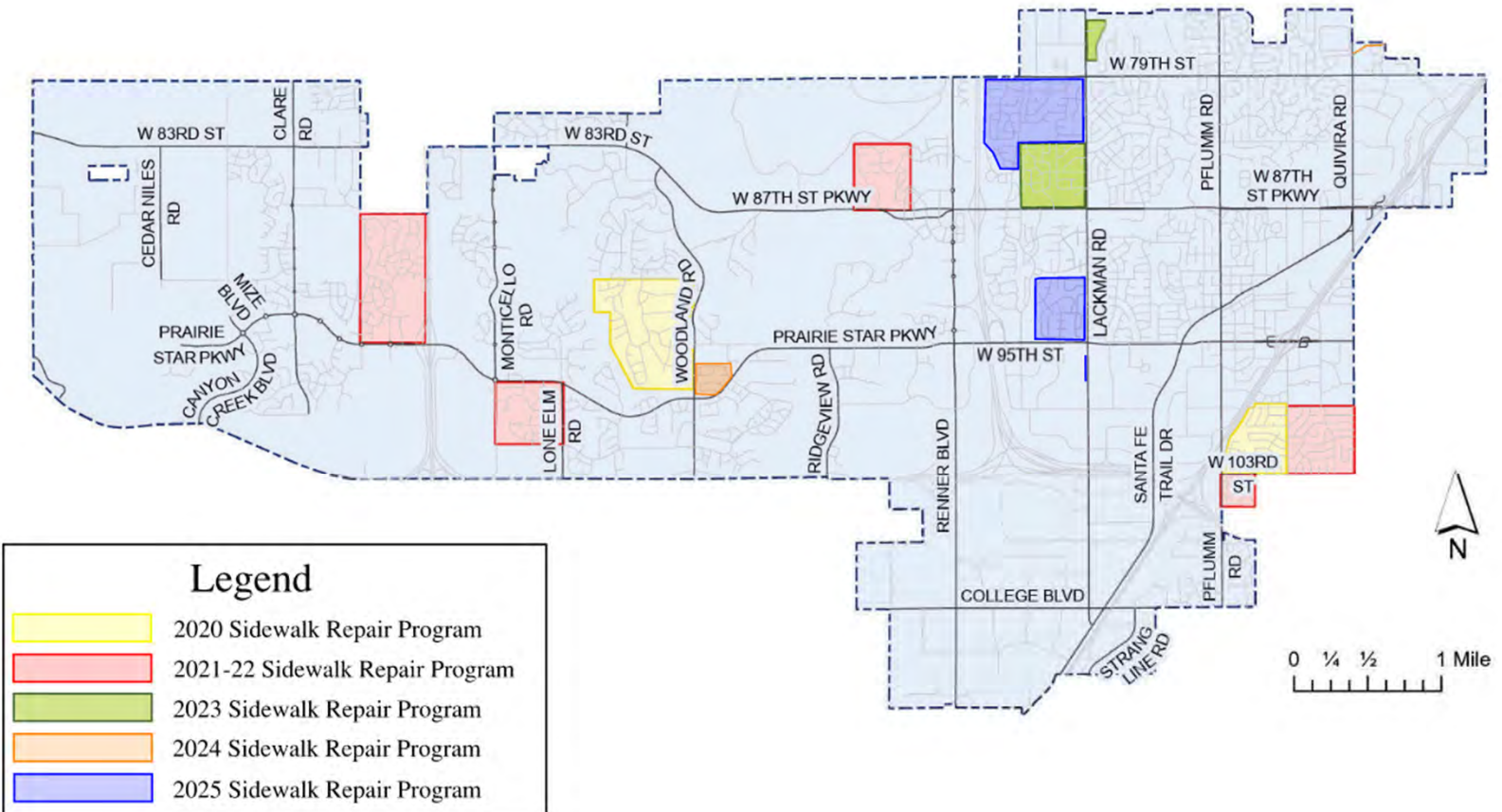


Rehabilitation Type

- UBAS
- 2" Inch Mill & Overlay
- Reconstruction
- ★ Parking Lot Maintenance

Sidewalk Repair Program

2020-2025





**MINUTES OF THE
JANUARY 21, 2025
LENEXA CITY COUNCIL MEETING
COMMUNITY FORUM, 17101 W 87th STREET PARKWAY
LENEXA, KS 66219**

CALL TO ORDER

Mayor Sayers called the meeting to order at 7 PM.

STUDENT INTRODUCTIONS

Jacob with Scout Troup 181 at Holy Trinity attended the meeting for his Citizenship in the Community badge.

RECOGNITION

Councilmember Joe Karlin – Celebration of City Service
Planning Commission May 2004 – May 2009
City Council May 2009 – December 2024

Members of Councilmember Joe Karlin’s family, past and present City councilmembers, City and Chamber staff, state representatives, co-workers, and friends gathered to pay tribute to his decades-long public service. The Lenexa Chamber of Commerce, Kansas State Senate, Kansas House of Representatives, and the City of Lenexa presented proclamations and certificates honoring his dedication to the community. City staff from the Fire, Municipal Services, Police, and Parks departments presented gifts to his family.

Beccy Yocham, City Manager, and Mayor Sayers each made remarks on Councilmember Karlin’s contributions to the City, citing many projects that have been constructed during his tenure like City Hall, the Rec Center, the Lenexa Justice Center, the Municipal Services headquarters building, the Lenexa Old Town Community Center, Sar-Ko-Par Aquatic Center, and Rolling Magic skatepark. They spoke about his impact on the city and on City staff as well and his support of the work staff does for and throughout the city.

Former Mayor Mike Boehm, and past City Councilmembers Cindy Green, Andy Huckaba, Mandy Stuke, Corey Hunt, and Dan Roh, as well as members of the current Governing Body shared personal stories of Councilmember Karlin’s integrity, humility, passion, professionalism, and love they have experienced over the last 20 years.

Amy Karlin, Councilmember Karlin’s widow, thanked everyone for their love and support.

ROLL CALL

Councilmembers Eiterich, Charlton, Nicks, Arroyo, Williamson, Denny, and Herron were present with Mayor Sayers presiding.

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

APPROVE MINUTES

Councilmember Denny made a motion to approve the January 7, 2025 City Council meeting draft minutes and Councilmember Eiterich seconded the motion. Motion passed unanimously.

MODIFICATION OF AGENDA

There were no modifications to the agenda.

APPOINTMENTS

Mayor Sayers presented Daniel Parker for appointment to the vacant position on the Arts Council with a term expiring February 28, 2026.

Councilmember Arroyo made a motion to approve the appointment of Daniel Parker to the Arts Council and Councilmember Nicks seconded the motion. Motion passed unanimously.

Mayor Sayers presented John Handley for appointment to the vacant position on the City Council, Ward 1.

Councilmember Denny made a motion to approve the appointment of John Handley to the City Council and Councilmember Herron seconded the motion. Motion passed unanimously.

Jennifer Martin, City Clerk, swore Councilmember Handley into office and he took his seat on the dais.

CONSENT AGENDA

1. Acceptance for maintenance
 - a. Acceptance of the Enclave at Manchester, 2nd Plat public improvements for maintenance
This project constructed public street, stormwater, and streetlight improvements in the Enclave at Manchester, 2nd Plat neighborhood. The work was privately funded.
 - b. Acceptance of the Vahalla Street streetlight improvements for maintenance
This project installed streetlights along Vahalla Street from Prairie Star Parkway south to the end of the pavement. The work was privately funded.
 - c. Acceptance of the 93rd Street & Renner Boulevard public improvements for maintenance
This project constructed roadway, storm sewer, sidewalks, trail, street lighting, and traffic signal modifications. The work was privately funded.

- d. Acceptance of the 87th Street Parkway eastbound and westbound at Elmridge Street Traffic Signal Installation and 87th Street Parkway eastbound at Winchester Street Traffic Signal Modification Project for maintenance
This project installed traffic signals at the eastbound and westbound 87th Street Parkway & Elmridge Street intersections, including pedestrian accommodations. It also modified the traffic signal heads at the eastbound 87th Street Parkway & Winchester Street intersection.
 - e. Acceptance of the 2023 Community Development Block Grant Street Lighting Project - Long Street, Rosehill Road, Gillette Street, and 89th Street for maintenance
The 2023 Community Development Block Grant Street Lighting Project replaced the existing streetlights with energy efficient LED fixtures on new aluminum light poles on Long Street; on Rosehill Road between 87th Street Parkway and Santa Fe Trail Drive; on Gillette Street from 87th Street Parkway to 89th Street; and on 89th Street from Hauser Street to Rosehill Road.
 - f. Acceptance of the Renner Boulevard Turn Lanes public improvements for maintenance
This project constructed a northbound left-turn lane and a southbound right-turn lane to accommodate traffic associated with the quarry site on the west side of Renner Boulevard, south of K-10 Highway. This project included new pavement and street lighting. The work was privately funded.
2. Change Order No. 2 with PCI Roads, LLC for the 2024 Bridge Rehabilitation Project
This change order adjusts costs to account for an increase in quantities necessary to complete the work. The total cost of the change order is \$91,474.45.
 3. Approval of three interlocal agreements with the Johnson County Board of County Commissioners for stormwater rehabilitation projects
Annually, City staff submits projects to Johnson County for cost share consideration under the Johnson County Stormwater System Rehabilitation Program. This cost share funding is only for rehabilitation of an existing pipe system and does not include funds for flood control, water quality, or adding additional capacity. The cost share is 50/50. The estimated reimbursement for these three projects is \$2,238,296.50.
 4. Approval of an agreement with Next to Nature Landscape, LLC for contractual turf and landscape maintenance services
Parks and Recreation staff have successfully utilized Next to Nature Landscape, LLC ("Next to Nature") for seven years for landscape and turf projects. Next to Nature proposed to provide maintenance services in 2025 for approximately \$130,000.
 5. Approval of a Conduit Purchase Agreement authorizing the sale of a conduit along Scarborough Street and Hampton Street in Lenexa City Center to Charter Communications
Charter Communications is interested in purchasing a conduit along Scarborough Street and Hampton Street in Lenexa City Center from the City for \$12,719.06.
 6. Approval of a Conduit Purchase Agreement authorizing the sale of a conduit along

86th Street and Scarborough Street in Lenexa City Center North to Unite Private Networks, LLC dba Segra

Unite Private Networks, LLC dba Segra is interested in purchasing a conduit along 86th Street and Scarborough Street in Lenexa City Center North from the City for \$28,883.92.

7. Resolution consenting to the enlargement of the Consolidated Main Sewer District of Johnson County, Kansas to include property located north of 83rd Street and west of Cedar Niles Road

The Consolidated Main Sewer District of Johnson County, Kansas has requested consent to enlarge its sanitary sewer system to serve property located north of 83rd Street and west of Cedar Niles Road for Stoneridge North, 3rd Plat.

8. Resolution authorizing the execution of documents in connection with the assignment and assumption of base lease, lease, and payment in lieu of tax agreement related to the City's industrial revenue bonds, Series 2017 (Lackman Business Center - Building E)

In 2017, the City issued \$12 million for construction of Building E in the Lackman Business Center. The developer is conveying the project has requested the City consent to the assignment and assumption of the base lease, lease, and payment in lieu of taxes (PILOT) agreement.

END OF CONSENT AGENDA

Councilmember Williamson made a motion to approve items 1 through 8 on the consent agenda and Councilmember Eiterich seconded the motion. Motion passed unanimously.

PUBLIC HEARINGS

9. Public hearing to appear and show cause why the fire damaged structure at 19430 W. 87th Lane should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure - **CONTINUED TO THE FEBRUARY 18, 2025 CITY COUNCIL MEETING AT STAFF'S REQUEST**

The public hearing was continued to the February 18, 2025 City Council meeting at staff's request.

NEW BUSINESS

10. Consideration of amendments to economic development agreements associated with the 87 Renner Mixed-Use Project
 - a. Ordinance approving the Second Amended Project Plan 4C
 - b. Amended and Restated TIF Project Plan 4C Disposition and Development Agreement with PPRE 87 Renner, LLC
 - c. Amended and Restated Community Improvement District Development Agreement with PPRE 87 Renner, LLC

- d. Resolution determining the intent of the City to issue approximately \$57,017,000 in industrial revenue bonds (IRBs) to finance the costs of acquiring, constructing, and equipping the 87 Renner Mixed-Use Project
- e. Resolution authorizing the conveyance of the project, the execution of a release of leases, and further authorizing additional documents in connection with the exercise of a purchase option related to the City's industrial revenue bonds Series 2022 (87 Renner Mixed-Use Project)

The 87 Renner Mixed-Use project is located at the northeast corner of 87th Street Parkway & Renner Boulevard and contemplates the construction of a mixed-use development including approximately 215 multi-family units with approximately 10,000 square feet of commercial and retail space ("Project"). The City previously approved economic development incentives for the Project, but a new developer has taken over the Project requiring amendments to the approved documents.

Sean McLaughlin, City Attorney said the 87 Renner Mixed-Use Project, located at the northeast corner of 87th Street Parkway & Renner Boulevard, was originally developed around 2018. It has gone through two previous developers, with the most recent developer completing site work in 2023, including grading and preparation. The project remains a mixed-use development, featuring approximately 215 multifamily units in two buildings and 10,000 square feet of ground-floor commercial and retail space.

Mr. McLaughlin said the preliminary plan was approved in December and over the years, several incentives have been approved to support the project. He stated that the items considered tonight focus on transferring and amending agreements to the new developer, who is set to commence work this fall.

Mr. McLaughlin talked about TIF Project Plan 4C, approved in 2018, saying the City will recover \$481,000 upfront with the developer receiving 12.5 years of TIF reimbursement, capped at \$10.1 million. He said that the Community Improvement District (CID) approved in 2022 and beginning in 2024, has a 1% sales tax over 22 years, with a maximum reimbursement of \$1.75 million. He also talked about how the \$57 million in industrial revenue bonds (IRBs) will provide sales tax exemptions and the previous bonds will be terminated to facilitate the new issuance.

Mr. McLaughlin concluded saying the approvals being considered include amending and assigning project plans, agreements, and bonds to the current developer, as well as adopting resolutions for the new \$57 million in IRBs. City staff recommends approval of all the proposed actions.

Councilmember Eiterich asked if this new intent to issue IRBs was for the same amount. Mr. McLaughlin said they are sales tax only IRBs so they do not have to be the whole project scale, but in this case they have requested to increase the amount for the whole project.

Councilmember Nicks made a motion to approve Item 10a and Councilmember

Williamson seconded the motion. Motion passed unanimously.

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

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

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

Councilmember Charlton made a motion to approve Item 10e and Councilmember Arroyo seconded the motion. Motion passed unanimously.

11. Resolution adopting the Kansas Homeland Security Region L Hazard Mitigation Plan *In order to be eligible for pre- and post-disaster grant funds through the federal Hazard Mitigation Grant Program, jurisdictions must adopt a Federal Emergency Management Agency (FEMA) approved hazard mitigation plan that includes all proposed disaster mitigation projects. Staff worked with Johnson County and other Kansas Homeland Security Region L jurisdictions to develop the proposed plan.*

Susan McMahan, Emergency Preparedness Manager, said this is a request to adopt the Regional Multi-Jurisdictional Hazard Mitigation Plan, which provides the foundation for emergency management planning across Kansas, specifically in Johnson, Leavenworth, and Wyandotte Counties. She said the plan outlines threats, hazards, and mitigation strategies and makes the city eligible for FEMA grants, strengthening community resilience, leadership, and long-term sustainability.

Ms. McMahan said adoption enables access to funding for projects like safe rooms, wildfire response, community development, and flood mitigation. She noted that every \$1 spent on mitigation saves \$6 in recovery costs. She also talked about how this plan enhances collaboration within the city, county, and Kansas City metro area for disaster recovery and rebuilding. From the four action items established in 2020, Ms. McMahan said one has been accomplished. She presented a new list of 18 new action items that have been identified.

Ms. McMahan talked about how the plan, covering 2024–2029, can be updated as needed. She said adoption does not incur direct costs but unlocks federal funding opportunities critical to disaster preparedness and recovery.

Councilmember Charlton asked if the plan covers emergency situations that could arise from the DeSoto battery plant. Ms. McMahan explained that potential mitigation efforts have been discussed internally and within the Kansas City metro region. She said the focus has been on supporting DeSoto's fire district, where Lenexa is the closest neighbor. If a relevant mitigation opportunity arises, she said Lenexa could work with the state to add it to its action plan and submit it as a project during future grant openings.

Councilmember Herron asked whether DeSoto and Johnson County have contingency plans for catastrophic events, such as an explosion or hazardous plume

drifting toward neighboring areas. He wanted to know if there are established procedures or actions that officials like Chief Vaughn or Chief Layman would take in such situations to ensure readiness and response.

Ms. McMahan confirmed that emergency management has established Emergency Operations Plans and evacuation plans in place to address such scenarios, ensuring coordinated responses.

Chief Vaughn acknowledged that large-scale catastrophic events, such as explosions or hazardous material releases, pose significant challenges. While processes and procedures exist to mitigate such incidents, he said initial response often requires individuals to shelter and care for themselves temporarily. He noted that the Overland Park Fire Department has a federally funded hazardous materials team equipped with advanced detection, monitoring, and plume modeling technology to identify hazards, predict affected areas, and guide evacuation or shelter-in-place actions.

Councilmember Herron asked if there were any means to let residents know to shelter in place and what actions they should take. Chief Vaughn and Ms. McMahan spoke about the Notify JoCo mass notification system used to communicate with the public, noting that only about 11% of Lenexa residents and less than 10% of Johnson County residents are currently subscribed, emphasizing the need for increased participation. He added that in large-scale emergencies, the system could be crucial, and additional support from Johnson County or the National Weather Service can be requested for broader outreach.

Councilmember Williamson asked if there was any concern that funding could be eliminated in the future and Ms. McMahan said this specific funding is set for mitigation and would be available for these projects.

Mayor Sayers asked Ms. McMahan if the high priority action items were planned for the Capital Improvement Program (CIP) process. Ms. McMahan responded that they are not in the CIP process, but if grant funding were to be awarded, a project could be added to a future CIP if funds were not available.

Councilmember Williamson made a motion to approve Item 11 and Councilmember Charlton seconded the motion. Motion passed unanimously.

COUNCILMEMBER REPORTS

Councilmember Charlton said it was wonderful to hear everything that was said about Councilmember Joe Karlin tonight. Members of the Governing Body concurred.

Councilmember Herron said he attended the employee milestone recognition event recently and that he was very impressed by the longevity of City staff.

STAFF REPORTS

Ms. Yocham explained more about the staff event Councilmember Herron referenced attending and said they would invite Governing Body members to attend in the future. She said there would be a joint work session next Tuesday with the Arts Council in the Prairie Star Conference Room at 7 PM.

END OF RECORDED SESSION

BUSINESS FROM FLOOR

There was no business from the floor.

ADJOURN

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

The meeting adjourned at 8:29 PM.

Proclamation

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

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

WHEREAS, the 2025 national theme for the observance of Black History Month is "African Americans and Labor"; and,

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

WHEREAS, society should pursue greater knowledge and understanding of the contributions and accomplishments of African Americans to this great nation and community through involvement with the National Association for the Advancement of Colored People (NAACP), the Advocacy and Awareness Group of Johnson County, by visiting the Black Archives of Mid-America, the Negro Leagues Baseball Museum, the National Museum of African American History and Culture, and many other outstanding organizations and institutions.

NOW, THEREFORE, I, Julie Sayers, Mayor of Lenexa, Kansas do hereby proclaim February 2025 in the City of Lenexa to be

NATIONAL BLACK HISTORY MONTH

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of February, 2025.

Proclamation

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

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

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

WHEREAS, Kansas and Missouri Professional Engineers will celebrate the 74th annual Engineers Week from February 16th through February 22nd; and

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

NOW, THEREFORE, I, Julie Sayers, Mayor of Lenexa, Kansas do hereby proclaim the week of February 16th in the City of Lenexa to be

ENGINEERS WEEK

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

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of February, 2025.



**Semi-Annual Economic Development Report
to the Lenexa Mayor & Governing Body
February 4, 2025**

Ashley Sherard, CEO
Lenexa Chamber of Commerce &
Lenexa Economic Development Council

On behalf of the Lenexa Chamber of Commerce and Lenexa Economic Development Council (LEDC), I'm pleased to present the first of this year's semi-annual economic development reports, focused on a review of 2024 activity and a look ahead to 2025 as the City and LEDC work together toward our mutual goal of benefiting Lenexa businesses and residents through continued well-planned growth.

National/Regional Context in 2024

To begin, I'd like to briefly recognize the broader context that surrounded development and investment through 2024. For many it was a year marked by an economically challenging and uncertain landscape:

- Interest rates remained higher for longer than expected, and restrictive lending conditions added to the capital crunch.
- Prices for some construction materials have remained persistently high post-pandemic, keeping new construction expensive, and scarcity of construction labor has added additional cost pressure, leading to a general decline in new construction across all sectors.
- Increased fuel and freight prices, extreme weather events, port congestion, and global tensions at times challenged supply chains.
- Geopolitical conflicts and the U.S. presidential election created uncertainty. Over 70 countries held elections in 2024, including the U.S. – the highest number in history.

- The labor market remained in a state of flux, with our local and regional labor markets tighter than the national average, particularly in key employment industries like engineering, health care, hospitality, and retail.

These factors together influenced many investors, developers, and business owners to hit pause on their growth plans, waiting for conditions to clarify and improve.

But there were also bright spots in 2024. Consumer spending remained strong, the country's Gross Domestic Product (GDP) continued to expand, and overall the economy showed more resilience than predicted.

Although cooled down from its recent string of red-hot years, the Kansas City region's industrial sector continued to be among the country's top industrial markets, ranking in the top 15 in the nation and helping keep Lenexa's strong industrial assets on consultants' radars.

While overall demand in office space still remained soft, there finally were positive signs in the office sector, with the suburban market in Johnson County leading the way for our region. On the whole, Kansas City's regional office market had its first year of positive absorption since 2019 (albeit not by much), total new office leasing activity was up, and the average size of new leases by square-footage was up. Good news for a key industry sector looking to turn around.

Looking at Lenexa

Even with headwinds Lenexa continued to thrive in 2024, generating growth and investment in literally all corners of the city. We saw ongoing redevelopment on the city's east side, including the new First Watch, revitalization of the Lenexa Old Town Activity Center, and plans currently working through the development process to bring major new retailers to Orchard Corners. The central corridor, from City Center to K-10 and Ridgeview to the business parks on our southern border, all saw significant developments under construction. To the west, exciting new residential development took shape, with additional residential and commercial projects planned to come. By year's end Lenexa saw \$490 million in total new permitted development, the second highest total in the City's history.

Permitted development was nearly equally split between commercial and residential investment. Commercial investment represented \$247 million of the year's total, while residential development accounted for \$243 million -- including the highest number of single-family home permits issued since 2018 (219, up 87 from the prior year.)

Top commercial and residential permits released in 2024 by investment value, signifying new construction as well as expansion, renovation, and tenant finishes, included the AC & Residence Inn by Marriott hotel project (\$40.7 million), Kiewit Office Building #3 (\$30 million) the Data Bank expansion in Southlake (\$27 million), the AdventHealth Medical Office Building (\$10.4 million), St. James Academy's new stadium (\$7 million), the Alto Apartments (\$66.5 million), and Timber Rock Assisted Senior Living (\$35.2 million).

Other notable commercial permits released in 2024 included AdventHealth Prairie Star's cardio suite remodel, Thermo Fisher Scientific remodel, Sam's Club remodel, Hennessy Research Associates remodeled lab space, and significant tenant finish investments at Agilix Solutions, Bode Technology, IMAGE Studios, Kid's Empire, The Mint, and Newkirk Novak Construction.

Commercial real estate owners invested in their future in Lenexa, including more than \$1.2 million of improvements permitted for Quivira Square Shopping Center.

2024 also saw the long-shared vision for Restaurant Row become a reality, with two restaurants opening – Enjoy Pure Food+Drink and Cactus Grill – and two more set to follow this year, continuing to add to the amenities available to Lenexa residents, businesses, and visitors.

Regarding our everyday economic development activity, 2024 was a busy year focused on providing frontline support to development stakeholders, working with our partners to aggressively pursue projects, facilitating site visits, serving on the city's Comprehensive Plan Update Steering Committee, marketing our community through a broad variety of avenues, cultivating relationships at industry events, and celebrating projects and people at more than two dozen ribbon cuttings and groundbreakings.

The first half of 2024 provided a steady flow of new attraction opportunities, primarily in the manufacturing, warehousing, and distribution sectors, and Lenexa continues to be competitive. Our real estate options, transportation accessibility, workforce, and community leadership and amenities regularly put us in the hunt. With preliminary plan approval for hundreds of thousands of square feet of additional industrial space and more in the planning stages, we're well-situated to compete into the future.

But with an economic and political atmosphere that caused many national projects to hit pause, particularly in the second half of 2024 ahead of the elections, our deal-flow pipeline has continued to be anchored by organic development – companies already in Lenexa or the region who are ready to grow or relocate and are looking at our city to find their next opportunity. Every week I respond to inquiries that affirm companies see value in doing business here, and we are happy to help.

Some of these retention and expansion projects I've already mentioned, but additional successes in 2024 included Motion Industries (an industrial subdivision of global Genuine Auto Parts), Camfil USA (formerly RamAir), EquipmentShare, Performance Contracting Inc., and Eurofins Viracor Biopharma Sales, to name just a few.

Looking ahead to 2025, Lenexa is well-positioned for another good year. We're ready to build on nearly \$222 million in the city's development pipeline, we have active projects we're working, a steady pace of new opportunities, and we're always hustling for more.

In just the past few weeks the relationships we work hard to cultivate with our economic development partners have continued to provide valuable opportunities to market our community. Members of the Kansas Department of Commerce Business Development Team – including representatives based in regions around the country charged with marketing investment in Kansas – recently had a productive site visit to Lenexa, not only meeting with me to discuss development in our community but also experiencing firsthand what our city has to offer when they stayed, dined, and shopped here during their visit.

I'm optimistic as we move forward into the new year. Inflation has decelerated over the last 12 months to under 3% in December, unemployment rates have been stable, consumer spending remains steady, and the Federal Reserve is expected to make additional interest rate cuts. As economic conditions improve, projects that hit the "pause" button in 2024 may be ready to hit "play" again, and we'll be there to help them understand all Lenexa has to offer.

Still, there are important trends we'll be watching in 2025 that could impact the growth environment and commercial real estate markets. I'll mention just a few:

- **Federal action under the new Administration could have major economic impacts for business**, including possible changes related to tariffs, immigration, energy, trade policy, taxes, federal funding and workers, and even emergency management.
- **Hybrid work continues to evolve back to mandated time in the office.** Once thought to be the future of the workplace, companies instead are increasingly limiting or eliminating hybrid work and requiring workers to return to the office. In a 2024 survey by KPMG, nearly 80% of the 400 CEOs surveyed said they expect employees to be in the office full-time within the next 3 years – up 25% from their response in 2022. We'll be watching to see how this trend shifts the future of the office market and the labor market from the experiences of the past several years.
- **The nation's power infrastructure is being pushed to its limits** by the demands of increased technology use (including cloud storage, AI, and automation) and large industrial projects brought about by reshoring and a focus on domestic production. What might the impacts be, direct and indirect, if the gap between available power and demand continues to narrow?

Conclusion

In summary, in a very competitive environment Lenexa continues to stack up well and we're regularly welcoming new investment and jobs to our community. It's a privilege to serve as the frontline advocate serving our existing businesses and development community while working alongside your top-notch City staff to attract new investment, jobs, and amenities for Lenexa's citizens. I sincerely appreciate your support and close partnership, and our staff works hard every day to continue to earn it. Thank you and I'm happy to answer any questions.



**Lenexa Convention & Visitors Bureau
Report to the Lenexa Governing Body
February 4, 2025**

Hotels

Transient Guest Tax:	1 st Quarter	2 nd Quarter:	3 rd Quarter:	4 th Quarter:
2023	\$324,487	\$507,318	\$562,082	\$527,742
2024	\$373,963	\$587,893	\$598,514	\$493,237

- Construction on the AC Marriott and Residence Inn in Lenexa City Center continues.
 - As a reminder, this is a dual property with a full-service restaurant/bar, 260 total sleeping rooms, and a total of 5,000 sq ft of meeting space, which will run along the north side of the building. These are sister properties to the SpringHill Suites.

- The Radisson: Top pieces of corporate business include:
 - ServPro, who came at the end of September and stayed until Christmas Eve, accumulating a bill of over \$380,000. (Sidenote: They had at least thirty guestrooms and were in town restoring an Amazon warehouse that had fire damage).
 - The annual Lineman's Rodeo which uses hotel rooms all over the area spent over \$70,000 on guestrooms in October, a significant increase from the year before. They had a record year of approximately \$4 million over \$3 million in 2023.
 - Youth Sports business beat eleven of twelve months from 2023.

CVB Advisory Council

The council is a non-voting group made up of hotel managers and stakeholders in the hospitality industry. Our guest speaker in September was Andrea O'Hara, the executive director of the Hotel and Lodging Association of Kansas City, who gave a presentation on GKC HLA's mission, advocacy, and legislative work as well as membership information. She shared insights from HLA's latest wage survey.

Lenexa CVB Partner Updates

435 Sports

- This group of Kansas CVBS along the 435 corridor partners in regional youth sports business. Our focus this year was working with Top Gun Events to retain baseball/softball tournament business in 2026 during the World Cup. I touched on this subject in my report last year.
 - On November 19, Top Gun staff, along with their housing company, GroupHousing, held a meeting for metro area hotels and other stakeholders to discuss the importance of securing room blocks for this multi-million-dollar piece of business.

KC Destinations (Kansas City Regional Destination Alliance)

- We added “KC Outdoors,” a new theme in our digital passport “KC Trips” campaign. Lenexa’s feature is Rolling Magic Skate Park.
- Our “Tourism Gives Back” project this year was planting a garden at the entrance to Legler Barn.

Kansas Tourism

- Each year we pay for listings of all Lenexa hotel properties and city attractions in the annual printed state travel guide.
- Please see attached the 2024 Year in Review document with statistics from the state.

Lenexa Historical Society

- The board is starting work on an oral history project. We are in the early stages of deciding on the basics, including interviewees, questions, topics, and volunteers.
- On January 24, we sponsored the Kansas Day event at City Hall, which included other Kansas-related vendors, a showing of The Wizard of Oz, arts and crafts, and a talk by Bill Nicks about his sunflower collection.

Northeast Kansas Tourism Coalition

Last year, we received a marketing grant from Kansas Tourism to develop a mobile pass to spotlight unique cultural dining experiences around the region. This pass will help drive visitors and revenue and will capture consumer data.

Skal KC

The Skal KC club is a member of Skal International. Skål International was founded in 1934 and is the only professional organization promoting global tourism and friendship, uniting all tourism industry sectors. I am board secretary for 2025 and will serve as president in 2026. I will represent our club at the North American Skal Conference in May.

Tourism Industry Association of Kansas (TIAK)

I attended the annual conference held in Olathe in October. Topics included using AI, inclusive marketing (i.e., using alt text on screens, making tourism accessible), and a report from Pam Kramer with KC2026.

The 3 and 2 Baseball Club of Johnson County:

The club is set for a great 2025 with the recent turf and amenity upgrades. Tournament registrations for 2025 are currently one hundred teams ahead of last year. The new turf fields and tournament service provider, Perfect Game USA, are very likely the two things driving this growth.

World Cup

Some highlights from KC2026 of what is coming in 2025:

- Jan. 27 marked five hundred days until the start of the FIFA World Cup 26™.
- June 11 marks one year until the start of the FIFA World Cup 26™.
 - Weeklong celebrations, including the launch of official countdown clocks and pop-up events.
- Volunteer portal for the FIFA World Cup 26™ Kansas City opens. Thousands of volunteers will be needed to support the competition. Those interested can sign up for the KC2026 newsletter to receive notifications when the portal opens.
- FIFA World Cup 26™ Kansas City volunteer selections begin.
- Kansas City FIFA Fan Festival™ operating days and hours confirmed.
- And of course, our own Pitch Lenexa is working on plans to host events.

Social Media

On Instagram, the VisitLenexa account has 892 followers, up from 838 last year. We are also active there and on Facebook through our partner accounts.

Finally, a sincere “Thank you” to the governing body and excellent city staff for your thoughtful and forward-thinking planning, which ensures Lenexa’s continued vibrancy and progress. We are grateful for your partnership with the chamber, LEDC, and CVB, and we look forward to continuing our work together!

Thank you!

KANSAS

TOURISM

2024: A Year In Review



EVERY NEW RESIDENT AND EVERY NEW BUSINESS STARTS WITH A VISIT.

Tourism is the welcome committee for capital investment

TOURISM'S ECONOMIC IMPACT

Direct



VISITOR PURCHASES



LODGING



FOOD



ENTERTAINMENT

Indirect



SUPPORT SUPPLY CHAIN



TAXES



WAGES PAID

Induced



TOURISM EMPLOYEES



SUPPLY CHAIN EMPLOYEES



HOUSING



LOCAL TAXES



LOCAL PURCHASES

TOURISM BY THE NUMBERS

37.9 million visitors, a **4.1% increase year-over-year (YOY)**.

\$13.2 billion total economic impact of tourism in Kansas – **10% increase** above pre-pandemic high.

\$8.0 billion in direct visitor spending grew, 4.6% over 2022 and **recovering to 10% higher than 2019 levels**.

65,524 direct jobs and **25,399 jobs** supported from indirect and induced impacts, totaling **90,923 Kansas jobs**. The tourism industry supports one out of every 22 jobs in the state.

Visitor spending, visitor supported jobs, and business sales generated nearly **\$1.5 billion** in government revenues. State and local taxes alone tallied **\$823 million** in 2023.

Spending grew across all spending categories with the strongest growth seen in lodging, recreation, and food and beverage spending categories. Lodging spending grew by 7.6% to **\$1.1 million**.

Recreation spending increased 5.9%, growing to **\$1.3 million**.

Each household in Kansas would need to be taxed an additional **\$716** to replace the taxes generated by visitor activity in Kansas and received by state and local governments in 2023.

**Tourism Economics 2023 Kansas Economic Impact Report*



Mobile Visitor Center



Love, Kansas Launch



Finalist, Magazine of the Year

KANSAS TOURISM ACCOMPLISHMENTS IN 2024

Named **DESTINATION OF THE YEAR** by NATJA

- + Gold for Home on the Range Project for creative marketing campaign
- + Bronze for destination video for Capturing Kansas: The Gordon Parks Legacy
- + Honorable mention for 2023 Travel Guide

KANSAS! finalist for Magazine of the Year

- + Gold for cover
- + Gold for historic feature
- + Gold for illustration

Sunflower Summer

- + 497,573 TOTAL TICKETS CLAIMED
- + 55% increase YOY
- + 223 attractions – 97% increase YOY
- + 2,569 travel guide requests came from SunflowerSummer.org

Awarded \$1,103,633.81 in Tourism Grants to 49 Communities

- + \$901,067.03 for 27 Attraction Development
- + \$102,566.78 for 16 Marketing Grants
- + \$100,000 to six BARN Grants

Launched Mobile Visitor Center

- + States traveled: Kansas, Nebraska, Colorado, Iowa, Illinois, Missouri
- + Counties traveled: 50
- + Number of events: 24

Launched Love, Kansas

- + 60 active communities
- + 36 people who moved to Kansas

12 Virtual Huddles, 52 Travel Talk Newsletters & 32 Community Trainings

Media & PR Numbers

- + New 3-minute blogger style travel segment titled On the Road and To The Stars on WIBW highlighting a different attraction or destination weekly
177 attractions/communities featured
- + Hosted eight familiarization (FAM) tours, one in each of the six tourism regions (1) I-70 FAM and (1) Agritourism FAM
- + 63 TV appearances

TravelKS.com page views surpassed all previous years by third quarter - with 5,610,259 million views at end of year

Social Media

- + 13.6% Social follower growth YOY
- + Impressions on Facebook & Instagram 4.7%
- + Instagram engagements 108.2%
- + Video views on Facebook & Instagram 3.5%

Visitor Campaign

- + Broadcast and digital ads (including two new 30-second commercials) yielding more than 212 million impressions

Released new Byways Guide – printed 75,000

Exhibitor in Route 66 Corridor at NTA Travel Exchange

428 Registered Agritourism Businesses – 17 new this year

CONDUIT PURCHASE AGREEMENT

This Conduit Purchase Agreement (the "Agreement") is made and entered into as of the _____, 2025 between the City of Lenexa, Kansas ("CITY"), a Kansas municipal corporation and Southwestern Bell Telephone Company, LLC d/b/a AT&T Kansas a Delaware limited liability company (hereinafter "BUYER").

WHEREAS, CITY has built a duct bank, including certain conduits and supporting facilities (collectively the "Facilities") beginning at the southwest corner of 87th Street Parkway and Scarborough Street and continuing south/southeast along Scarborough Street to Hampton Street; then continuing south on Hampton Street to the existing facilities near 89th Street; and including three separate crossings of Scarborough Street ("Project Area") and desires to make available certain unused conduit ("Conduit") to BUYER; and

WHEREAS, BUYER has indicated a desire to purchase two (2) four-inch conduit from City, and

WHEREAS, CITY and BUYER (each a "Party" or both as "Parties") believe that the interests of the public and the Parties will be well served by selling CITY's unused Conduit in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Article 1. Sale of Conduit

1.1 CITY hereby agrees to convey to BUYER, and BUYER agrees to purchase from CITY, two conduits (the "Conduit") that is approximately four (4) inches outer dimension, the specifications for which are attached hereto as **Exhibit A** and incorporated herein by this reference (the "Specifications"). The specific conduits to be sold hereunder shall be the conduit shown as the AT&T conduit in Exhibit A. A map of the route of the Conduit is attached hereto as **Exhibit B** and incorporated herein by this reference (the "Conduit Route").

CITY retains the right to use and otherwise grant the use of additional conduits, other than those being sold hereunder, to other entities, provided that such uses do not interfere with the rights granted to BUYER herein.

Except as set forth herein, no use of the Facilities, nor payment of any charges required under this Agreement, shall create a vested interest by BUYER in any easements or other ownership or property rights of any nature in any other portion of the City's Facilities or other public property.

The Parties acknowledge and agree that CITY is not supplying nor is CITY obligated to supply any electronics or optical or electrical equipment, or related facilities, and nothing contained herein shall give or convey to CITY any right, title or interest whatever in such telecommunications equipment or facilities, which shall at all times be and remain BUYER'S personal property notwithstanding that it may be or become attached to or embedded in reality.

- 1.2 **Access:** Unless otherwise agreed, BUYER shall have physical access to the Conduit and its cable while following current City regulations for lane closing in the right of way. Buyer's access is for the installation, splicing, repair, removal and maintenance of its cable and splicing enclosures. This access shall be limited to BUYER and its employees and agents.

Article 2. Compensation

- 2.1 **Purchase Price:** BUYER shall pay to CITY the sum of \$28,593.65, payable within 30 days following the execution of this Agreement. The Purchase Price set forth herein constitutes the proportionate share of the cost of construction of the duct bank attributable to the Conduit being purchased under this Agreement.
- 2.2 **Handhole Costs:** BUYER agrees to supply materials for handholes/service box. Contractor will install manholes/service boxes. It is BUYER's responsibility to have handholes/service boxes on site before construction commences.
- 2.3 **Other Installation Fees:** BUYER shall be responsible for all cost of material and installation of access points required for gaining access and connection to Conduit and Cable. BUYER must obtain a City right-of-way work permit prior to installation and at such other times as required by the City's right-of-way management ordinance, but the City hereby agrees to waive the fee required by such right-of-way management ordinance on the initial installation.

Article 3. Taxes, Licenses, Liens

- 3.1 For so long as BUYER occupies the Conduit, BUYER shall pay, when due, any taxes and surcharges, including sales and use taxes, or any other fees in lieu of taxes assessed pursuant to the use of the Conduit by BUYER, which are directly assessed on its activities involving the Conduit, as well as fees, if any, for BUYER'S use of CITY's Facilities. BUYER shall keep CITY's Facilities free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Conduit by BUYER. If BUYER fails to pay, or bring appropriate challenge to, the above mentioned taxes, assessments, or other fees, and such failure results in the imposition of a lien or encumbrance or an assessment directly against CITY, CITY shall have the right to pay the same and charge the amount thereof to BUYER, who shall pay the same upon

demand. This right is in addition to any other right provided to CITY herein to remedy a breach of this Agreement.

If either Party is audited by a taxing authority or other government authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or resulting controversy can be resolved expeditiously. With respect to any tax or tax controversy covered by this Section, BUYER is entitled to contest, with the imposing jurisdiction, pursuant to applicable law and at its own expense, any tax that it is ultimately obligated to pay. BUYER will ensure that no lien is attached to any asset of CITY as result of any such contest. BUYER shall be entitled to the benefit of any refund or recovery amounts that it had previously paid resulting from such a contest.

Should any such tax or taxes be levied and/or assessed, CITY shall notify BUYER accordingly as soon as is reasonably practical. CITY shall also provide BUYER with copies of any and all notices, bills, and other pertinent documentation. BUYER shall within the time allotted in the tax notice pay all such amounts.

Article 4. Maintenance

- 4.1 **Conduit**: BUYER or its contractors or subcontractors shall be solely responsible for the maintenance and repair of the Conduit purchased hereunder. BUYER hereby agrees to operate within said Conduit at all times in accordance of all applicable ordinances, statutes, regulations, laws, tariffs, and codes. BUYER shall make best efforts to schedule and perform maintenance and repair in a manner that will have the least impact on the operation of any entity occupying the Facilities or of Scarborough Street or Hampton Street itself. Buyer is responsible to meet all of City's specifications and requirements regarding work in the right of way.
- 4.2 **Other Facilities**: BUYER, at its sole expense, shall maintain its manholes, service box and other conduits, as may have been installed pursuant to this Agreement.
- 4.3 **City Facilities**: City shall be solely responsible for the maintenance and repair of all City Facilities.

Article 5. Relocation

- 5.1 If relocation of the conduit, manholes/service boxes or any of the BUYER's facilities installed in the conduit are required for a City public improvement project, then BUYER shall be responsible for 100 percent of the costs of relocation. This Article shall survive execution of this Agreement and the conveyance of the ownership of the conduit described herein.

Article 6. Representations and Warranties

- 6.1 CITY represents and warrants that the Facility will be installed and located in or under easements and/or rights-of-ways owned or controlled by the CITY. To the extent permitted by law and subject to the maximum liability and immunity provisions of the Kansas Tort Claims Act, CITY agrees to indemnify and hold BUYER harmless from any and all claims arising from allegations that the Facility is located or installed at, on or under a location where the City lacks the appropriate easement or right-of-way.
- 6.2 BUYER warrants that it has all necessary corporate authority authorizing it to enter into this Agreement.
- 6.3 BUYER represents that it has all licenses, permits and rights authorizing it to enter into this Agreement and to install its facilities in the Conduit as contemplated by this Agreement. BUYER agrees to indemnify and hold CITY harmless from any and all claims arising from allegations that BUYER lacks such licenses, permits and rights.
- 6.4 Subject to the provisions of paragraphs 6.1 through 6.4 above, BUYER will assume ownership of the conduit "AS IS" and "WHERE IS." No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.

Article 7. Assignment and Transfer

- 7.1 Assignment or Transfer: Unless specifically provided herein, BUYER shall not assign, transfer or sublet any of the privileges described in this Agreement without the prior written consent of CITY, said consent not to be unreasonably withheld. For purposes of this Article, transactions between BUYER and any of its subsidiary companies (companies in which BUYER has a controlling interest), or parent companies (companies have or acquire a controlling interest in BUYER) shall not be considered an assignment, transfer or a sublet, but the same shall require written notice to CITY.

Article 8 Indemnification and Limitation of Liability

- 8.1 For purposes of this Agreement and to the extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to defend, indemnify and hold harmless the other Party (the "Indemnified Party"), its officers, employees and agents (as applicable), from and against claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, the Indemnified Party, its officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful

misconduct of or breach of contract by the Indemnifying Party, its officers, employees or agents (as applicable) in the performance of any services or work pursuant to this Agreement. The duty of the Indemnifying Party to indemnify and hold harmless, as set forth herein, shall include the duty to defend. City's obligation to indemnify and hold BUYER harmless hereunder shall be subject to the maximum liability and immunity provisions of the Kansas Tort Claims Act.

Article 9. Insurance

- 9.1 BUYER agrees to deliver to CITY a certificate of commercial general liability insurance, including public liability, contractual liability, premises liability, and property damage, acceptable to and approved by the City Attorney, covering bodily injury and property damage, premises, operations described hereunder and products therein, in amounts as follows: a general aggregate limit of \$2,000,000; \$1,000,000 per occurrence.
- 9.2 BUYER further shall at all times maintain adequate Workers Compensation Insurance as required by Kansas law.
- 9.3 A certificate evidencing the existence of the insurance required herein shall be delivered to the CITY within thirty (30) days of the execution of this Agreement. Each such certificate shall contain valid provision or endorsement that the policy may not be canceled or terminated without giving thirty (30) days written notice thereof to CITY.
- 9.4 BUYER shall not take any action to materially modify or erode the insurance policies required by this Agreement without obtaining the written consent of SELLER.
- 9.5 A renewal certificate shall be delivered to CITY as least fifteen (15) days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.
- 9.6 Failure to maintain or provide proof of insurance shall constitute an immediate breach of this Agreement.
- 9.7 At all times during the term of this Agreement, BUYER shall maintain and shall require its contractor and subcontractors, which do any work in connection with this Agreement, to maintain insurance coverage as described herein and will produce proof of insurance on demand by CITY.
- 9.8 As an alternative to the requirements of Subsection 9.1-9.6 BUYER may demonstrate to the satisfaction of the CITY that it is self-insured and as such BUYER has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (2,000,000) in aggregate, to protect against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by BUYER, or alleged to so have been caused or occurred.

Article 10. General Provisions

- 10.1 **Confidentiality**: If either Party provides confidential information to the other in writing and is identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither Party shall, however, be required to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, by statute, is independently developed by the receiving Party or which becomes available to the receiving Party or which becomes available to the receiving party without known restrictions from a third party.
- 10.2 **Inspection**: During the construction of the conduit, CITY will provide inspection of contractor's work, and BUYER is allowed to observe construction and provide reasonable comment and recommendations.
- 10.3 **Costs**: Each party shall bear all of its own attorney's fees and other expenses related to this Agreement.
- 10.4 **No Third Party Beneficiaries**: None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Parties receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- 10.5 **No Partnership**: The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, the Parties.
- 10.6 **Binding Effect**: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- 10.7 **Governing Law**: This Agreement shall be governed by and construed solely in accordance with the laws of the State of Kansas.
- 10.8 **Severability**: In the event any term, covenant or condition of this Agreement, or the application of such term covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms covenants and conditions of Agreement.
- 10.9 **Force Majeure**: Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies,

insurrections, terrorism, riots, wars, or strikes, lockouts, work stoppages or other labor difficulties.

- 10.10 **Waiver:** No delay or omission by either Party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party shall impair that right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions or agreements to be performed by the other Party shall not be construed to be a general waiver of any such covenants, conditions or agreements, but the same shall be and remain at all times in full force and effect.
- 10.11 **Headings:** The Article headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.
- 10.12 **Notices:** All notices, requests or other communications (other than those normally required during the installation process) under this Agreement or required by law shall be in writing and shall be hand-delivered, sent by overnight delivery service, mailed by first-class, registered or certified mail, postage prepaid and return receipt requested, or transmitted by telegram or facsimile.

If to CITY:
Community Development Director
City of Lenexa, Kansas
12350 West 87th Street Parkway
Lenexa, Kansas 66215

With a copy to:
City Attorney
City of Lenexa, Kansas
12350 West 87th Street Parkway
Lenexa, Kansas 66215

If to BUYER:
AT&T
Attn: Ann Babcock
9444 Nall Ave
Overland Park, KS 66207

With a copy to:
AT&T Legal
208 S Akard St
Dallas, TX 75202

- 10.13 No Implied Representations: No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the Parties, except as specifically set forth in this Agreement.
- 10.14 Integrated Agreement and Amendments: This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. The Parties shall only amend this Agreement in writing with the proper official signatures attached thereto. This Agreement supersedes all prior oral and written communications, agreements and understandings of the Parties with respect to the subject of this Agreement, The Parties intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.
- 10.15 General Survival of Terms: To the fullest extent of the law, the terms of this agreement shall survive the closing of the agreement.

CITY OF LENEXA, KANSAS

By: _____
Julie Sayers, Mayor

[SEAL]

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

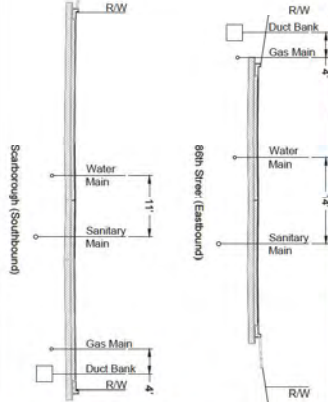
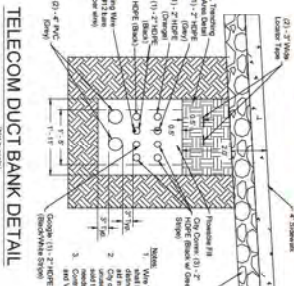
Sean McLaughlin, City Attorney

BY: Ann Babcock
Signature

Ann Babcock
Print Name

Associate Director-OSP Plng Engrg Dsgn
Title

EXHIBIT A



Renaissance Infrastructure Consulting
1855 Pendergast Lane
Lenexa, Kansas 66219
www.RIC-CONSULT.COM

915.517.9500

10	CMR	DOB	01/19/2023	Median Traffic Control
15	CMR	GMN	12/02/2022	Updated Lighting Controller Location
14	CMR	DOB	07/26/2022	Telecom Revision
13	CMR	DOB	07/13/2022	Storm Collar Revision
12	CMR	DOB	06/24/2022	Sediment Trap
11	CMR	DOB	05/17/2022	Revised Fire Egress
10	JAA	DOB	03/25/2022	Utility Plan Updated
09	RF	QDR	DATE	REVISIONS

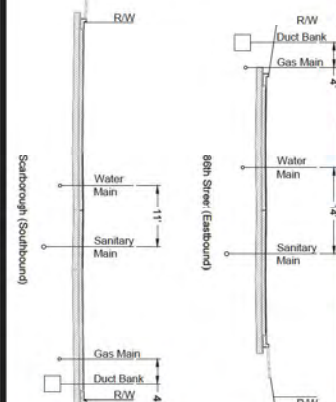
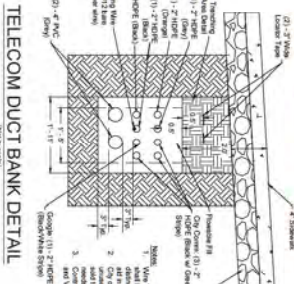
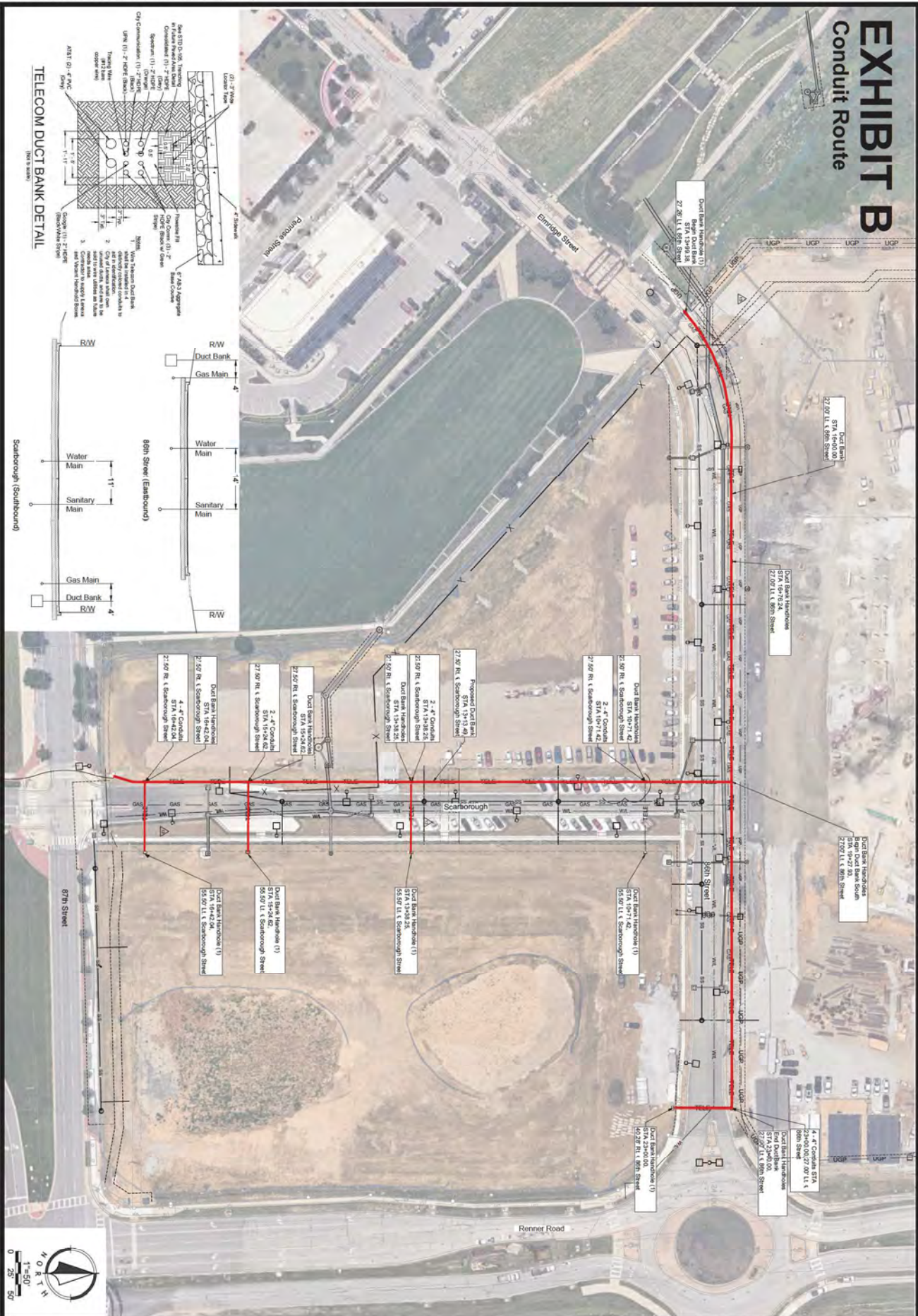
Utility Layout

Advent Health Benefit District
Public Plans
19-0116
Advent Health Benefit District
Lenexa, Johnson County, Kansas

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EXHIBIT B

Conduit Route



Renaissance Infrastructure Consulting
 1855 PIERAGE LANE
 LENEXA, KANSAS 66219
 915.517.9500
 WWW.RIC-CONSULT.COM

10	CMR	DOB	01/19/2023	Median Traffic Control
15	CMR	GM	12/02/2022	Updated Lighting Controller Location
14	CMR	DOB	07/26/2022	Telecom Revision
13	CMR	DOB	07/13/2022	Stream Color Revision
12	CMR	DOB	06/24/2022	Setback Trap
11	CMR	DOB	07/15/2022	Revised For Erection
10	JAA	DOB	03/25/2022	Utility Plan Updated
09	RF	QD	DATE	REVISION

Advent Health Benefit District
 Public Plans
 19-0116
 Advent Health Benefit District
 Lenexa, Johnson County, Kansas

Utility Layout

Sheet
 46 of 99