



Revised Agenda

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

**JULY 16, 2024
7:00 PM
COMMUNITY FORUM**

CALL TO ORDER Pledge of Allegiance

ROLL CALL

**MODIFICATION OF
AGENDA**

CONSENT AGENDA **Item Numbers 1 through 10**

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. Acceptance of a permanent sidewalk easement and a temporary construction easement from the Shawnee Mission School District for Mill Creek Elementary School

Obtaining these easements is necessary for the City to construct a missing sidewalk link along the south side of 79th Street adjacent to Mill Creek Elementary school.

2. Acceptance of drainage, utility, and sidewalk easements as shown on Santa Fe Commerce Center, Final Plat

Santa Fe Commerce Center is a final plat for an industrial campus located at the northeast corner of Santa Fe Trail Drive & Lakeview Avenue. Drainage, utility, and sidewalk easements are being dedicated to the City with this plat.

3. Approval of a revised final plan for Tupelo Honey Awning, a restaurant in Restaurant Row at Lenexa City Center

The applicant requests approval of a revised final plan for an awning to be installed over the outdoor seating patio of Tupelo Honey, a restaurant in

Lenexa City Center. Tupelo Honey is the east tenant of the two-tenant restaurant building in Area A.

4. Approval to waive the sealed bid process and enter an Equipment Purchase and Replacement Agreement with Push Pedal Pull, Inc.

This purchase is for 14 elliptical machines and 20 treadmills from Push Pedal Pull, Inc. for the Rec Center. The total purchase price is \$357,916.

5. Approval to waive the sealed bid process and enter a Construction Manager at Risk Agreement with Prosser Wilbert Construction, Inc. for construction of the Ad Astra Pool Reconstruction Project

A construction manager is needed to assist with the cost estimation, design, and constructability review for the project. The City has selected Prosser Wilbert Construction, Inc. for this project.

6. Approval of an agreement with HNTB Corp. to provide design services for the Seven Hills Watershed Stormwater Rehabilitation Project

Staff requests approval to enter a consultant services contract with HNTB Corp. for the final design and preparation of construction plans for the Seven Hills Watershed Stormwater Rehabilitation Project. The project area includes the neighborhoods from Seven Hills Lake, southwest to near 79th Street & Quivira Road. The total cost of this design contract is \$632,215.

7. Approval of a purchase agreement for a fire truck from Conrad Fire Equipment, Inc.

This purchase agreement is for a 2025 Pierce Velocity Pumper fire truck for the amount of \$1,198,892.77.

8. Resolution approving adjustments to the pay ranges contained in the fiscal year 2024 Pay Plan and authorizing the City Manager to implement the updated pay plan

The City's pay plan is a key component in recruiting and retaining a quality workforce. Staff worked with Lockton Companies, Inc. to review the plan's internal equity and market competitiveness. The estimated cost of annual pay increases and the market pay adjustments is \$3.3 million.

9. Resolution approving the possession and consumption of alcoholic liquor during Maps Coffee and Chocolate special event in Old Town Lenexa

Maps Coffee and Chocolate ("Maps") will sponsor a customer appreciation event in Old Town Lenexa on Friday, August 9, 2024. Maps has applied for a

Temporary Permit to sell alcoholic beverages at the event. The sale, possession, and consumption of alcohol at the event requires City Council approval, as well as designating the event's boundaries and identifying the public streets to be closed.

10. Resolution authorizing staff to publish notice of a proposed trade of certain parkland in the vicinity of Prairie Star Parkway & Mize Road

A development group is pursuing a residential development west of Mize Road, north of Prairie Star Parkway, east of Cedar Niles Road, and south of 91st Street where the City owns approximately 60 acres of parkland. The Developer has asked to acquire about 16 acres of the parkland, in exchange for about 28 acres of private property. To start the process, staff needs approval to publish notice of the proposed trade as required by state law.

END OF CONSENT AGENDA

NEW BUSINESS

11. Resolution calling for a public hearing on September 3, 2024 to consider exceeding the revenue neutral property tax rate and a public hearing on September 3, 2024 to consider the fiscal year 2025 annual budget

State law requires cities to publish notice and conduct a public hearing prior to adopting a property tax rate that exceeds the revenue neutral property tax rate. In addition, state law requires cities to publish notice and conduct a public hearing prior to adoption of the annual budget. Staff proposes to hold both public hearings on September 3, 2024 regarding the fiscal year 2025 budget. The estimated property tax rate is 26.970 mills for the 2025 budget, which exceeds the revenue neutral property tax rate of 25.872 mills as calculated by Johnson County, KS. However, the estimated property tax rate is 0.500 mill lower than the levy for the 2024 budget.

COUNCILMEMBER REPORTS

STAFF REPORTS

END OF RECORDED SESSION

BUSINESS FROM FLOOR

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

ADJOURN

APPENDIX

12. Item 1 -- Permanent Sidewalk Easement
13. Item 1 -- Temporary Construction Easement
14. Item 7 -- Conrad Fire Equipment, Inc. 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: Acceptance of a permanent sidewalk easement and a temporary construction easement from the Shawnee Mission School District for Mill Creek Elementary School

CONTACT: Tim Green, Deputy Community Development Director

DATE: July 16, 2024

ACTION NEEDED:

Accept a permanent sidewalk easement and a temporary construction easement from the Shawnee Mission School District (SMSD) for Mill Creek Elementary School.

PROJECT BACKGROUND/DESCRIPTION:

Last year, City staff and Mill Creek Elementary School staff worked together to study school arrival and dismissal to determine if modifications could be made to improve traffic flow, reduce congestion and delays around the arrival and dismissal times, and improve safety for the school children and the public. The study conducted by BikeWalkKC was completed in August 2023.

One of the recommendations made was to build a sidewalk connection on the south side of 79th Street inside the Jameson & Jenna Drive loop. Currently, students and pedestrians walking along 79th Street must either walk in the grass or divert into the school around the Jameson & Jenna Drive loop to continue on a sidewalk along 79th Street. The City has committed to building the missing sidewalk link, but will need easements from SMSD. Construction of this missing sidewalk link will provide safe continuous passage for pedestrians along the south side of 79th Street. The permanent sidewalk easement is five-feet wide by 260-feet long. The temporary construction easement is 10-feet wide by 260 feet long.

Construction of the new sidewalk will occur in July 2024, prior to the beginning of school.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The easements are being dedicated to the City at no cost.

STAFF RECOMMENDATION:

Accept the easements.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Healthy People

Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment

ATTACHMENTS

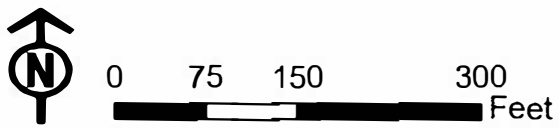
1. Map
2. Permanent Sidewalk Easement (located in the Appendix)
3. Temporary Construction Easement (located in the Appendix)



Document Path: E:\Staff Folders\Current Staff\Tim Green\Temp\junk\ArcGIS Template\Template\Template.aprx

Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7600

Sidewalk Easement Dedications Mill Creek Elementary School





ITEM 2

SUBJECT: Acceptance of drainage, utility, and sidewalk easements as shown on Santa Fe Commerce Center, Final Plat

CONTACT: Stephanie Sullivan, Planning Manager

DATE: July 16, 2024

ACTION NEEDED:

Accept the drainage, utility, and trail easements as shown on Santa Fe Commerce Center, Final Plat.

APPLICANT:

Daniel Finn, Phelps Engineering

OWNER:

BCB Lenexa Holdings LLC

PROPERTY LOCATION:

Northeast corner of Santa Fe Trail Drive & Lakeview Avenue

PROJECT BACKGROUND/DESCRIPTION:

This is a proposed final plat of two lots and two tracts on 18.61 acres in the BP-2, Planned Manufacturing Zoning District to accommodate development of two industrial buildings totaling approximately 222,000 square feet. The proposed lots have frontage onto Santa Fe Trail Drive. There are four proposed access points from Santa Fe Trail Drive with a "limits of no access" designation along the remainder of the street frontage. Utilities are available at the site. Easements for drainage, utilities, and a sidewalk are dedicated to the City with this plat.

STAFF RECOMMENDATION:

Acceptance of the easements.

PLANNING COMMISSION ACTION:

This item was considered as Consent Agenda Item 3 at the July 1, 2024 Planning Commission meeting.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1-3. Moved by Commissioner Handley, seconded by Commissioner Horine, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

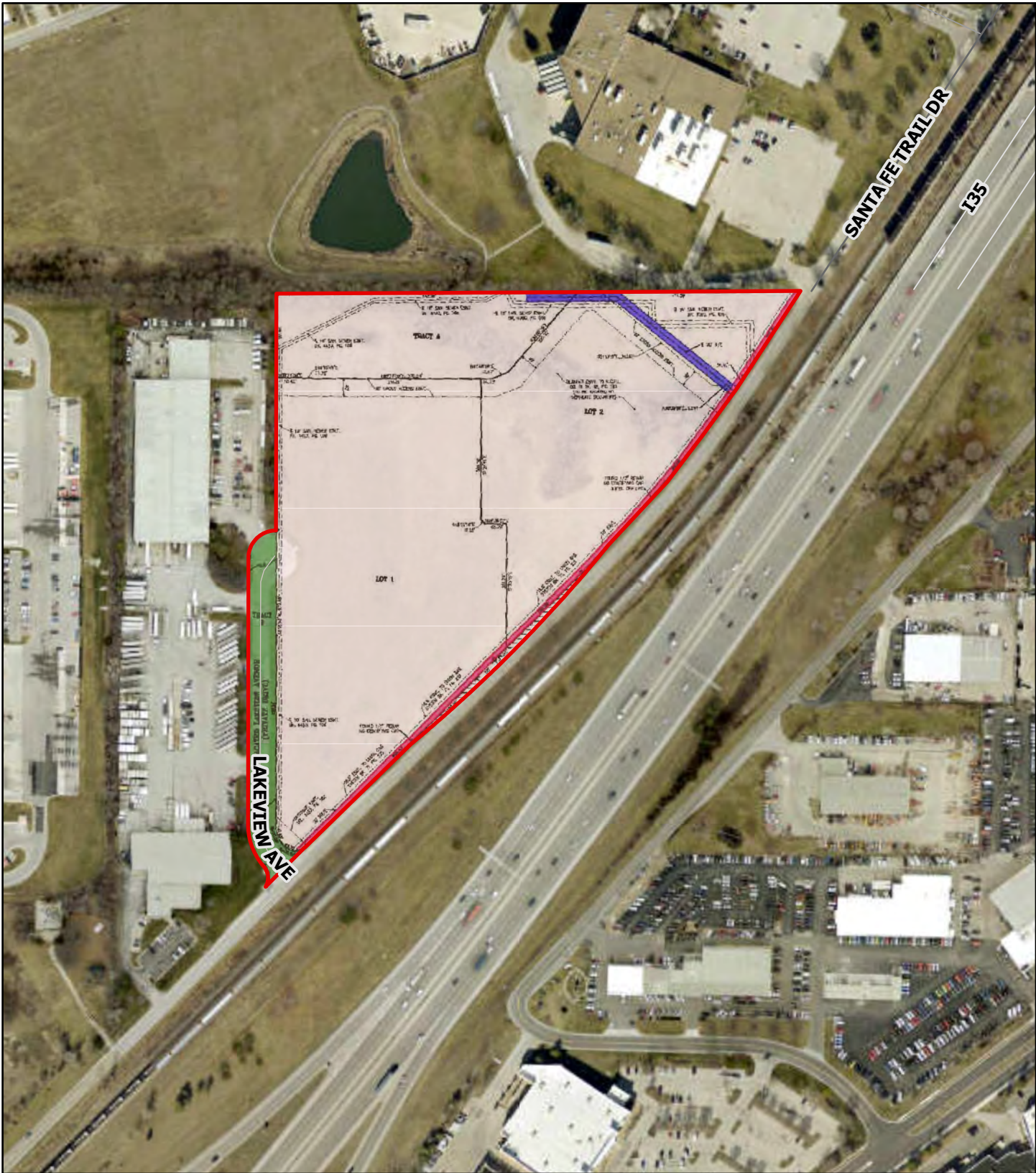
Integrated Infrastructure & Transportation

Guiding Principles

Sustainable Policies and Practices

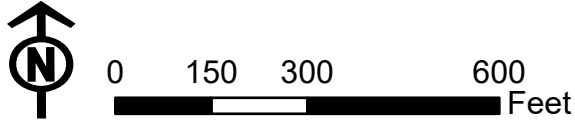
ATTACHMENTS

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



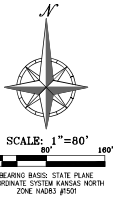
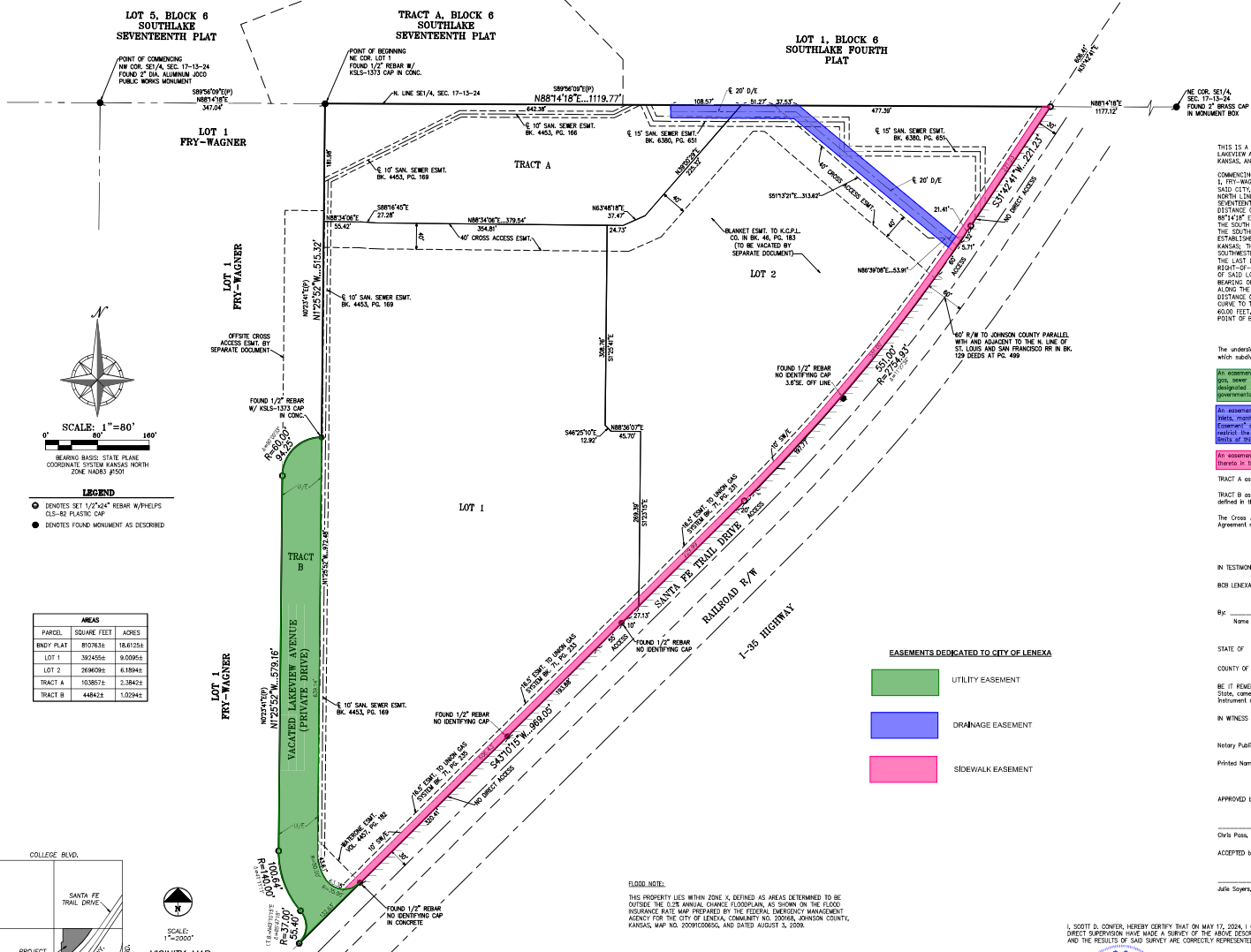
Data Source: City of Lenexa and Johnson County Kansas
 For further information, please call 913-477-7500

Santa Fe Commerce Center



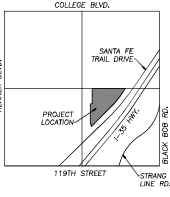
FINAL PLAT OF SANTA FE COMMERCE CENTER

A SUBDIVISION OF PART OF SE1/4, SECTION 17, TOWNSHIP 13 SOUTH, RANGE 24 EAST
AND ALL OF VACATED LAKEVIEW AVENUE
CITY OF LENEXA, JOHNSON COUNTY, KANSAS



- LEGEND**
- INDICATES SET 1/2" X 1/4" REBAR W/PHELPS CLS-82 PLASTIC CAP
 - INDICATES FOUND MONUMENT AS DESCRIBED

PARCEL	SQUARE FEET	ADRES
BNDY PLAT	1807836	1841254
LOT 1	3924556	9.00951
LOT 2	2696099	6.18941
TRACT A	1038572	2.58421
TRACT B	448428	1.02941



FLOOD NOTICE:
THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, MAP NO. 22091C0065, AND DATED AUGUST 3, 2009.

DESCRIPTION

THIS IS A SURVEY AND SUBDIVISION OF ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 13, RANGE 24, AND ALL OF VACATED LAKEVIEW AVENUE LYING ANCIENT THEREIN, SAID BEING VACATED BY CITY ORDINANCE NO. 1089, ALL IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS BY PHELPS ENGINEERING, INC. CLS-82 PROJECT NO. 220355 JUNE 14, 2024, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, PRT-WAGNER, SAID POINT ALSO BEING ON THE SOUTH LINE OF LOT 6, BLOCK 6, SOUTHLAKE SEVENTEENTH PLAT, BOTH BEING SUBDIVISIONS IN SAID CITY, COUNTY AND STATE, THENCE S 89°42'41" E, ALONG THE NORTH LINE OF SAID SECTION 17, AND ALONG THE NORTH LINE OF SAID LOT 1, AND ALONG THE SOUTH LINE OF SAID LOT 5, AND ALONG THE SOUTH LINE OF TRACT A, BLOCK 6, OF SAID SOUTHLAKE SEVENTEENTH PLAT, AND ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 6, SOUTHLAKE SEVENTEENTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE, A DISTANCE OF 307.04 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE CONTINUE S 89°42'41" E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, AND ALONG THE SOUTH LINE OF SAID TRACT A, AND ALONG THE SOUTH LINE OF LOT 1, BLOCK 6, SOUTHLAKE SEVENTEENTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE, A DISTANCE OF 1137.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 6, SOUTHLAKE SEVENTEENTH PLAT, SAID POINT ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SANTA FE TRAIL DRIVE, AS ESTABLISHED BY THE WARRANTY DEED RECORDED IN BOOK 129 DEEDS AT PAGE 499 IN THE OFFICE OF THE REGISTER OF DEEDS, JOHNSON COUNTY, KANSAS, THENCE S 39°42'41" W, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SANTA FE TRAIL DRIVE, A DISTANCE OF 221.23 FEET, THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SANTA FE TRAIL DRIVE, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2754.93 FEET, AN ARC DISTANCE OF 55.00 FEET, THENCE S 47°30'22" W, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SANTA FE TRAIL DRIVE, AND A RADIUS OF 32.00 FEET, AN ARC DISTANCE OF 54.60 FEET, THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, ALONG THE EAST LINE OF SAID LOT 1, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 14.00 FEET, AN ARC DISTANCE OF 20.64 FEET, THENCE S 17°02'02" W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 50.84 FEET, THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, ALONG THE EAST LINE OF SAID LOT 1, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 14.00 FEET, AN ARC DISTANCE OF 19.45 FEET, THENCE S 17°02'02" W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 516.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1846225 ACRES, MORE OR LESS.

DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, with subdivision and plat shall hereafter be known as "SANTA FE COMMERCE CENTER".

All easements or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, wires, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ditches and canals, and similar facilities upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Lenexa, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by local law to use such easement for said purposes.

All easements or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of sidewalks, ditches, ditches, manholes, surface drainage facilities and other similar facilities, upon, over and under these areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Lenexa, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by local law to use such easement for said purposes.

All easements to be used to locate, construct, maintain, repair and use a paraffin pipe of any size for public access and roadway, including all appurtenances thereto in those areas designated as "Sidewalk Easement" or "S/E" is hereby granted to the City of Lenexa, Kansas.

TRACT A as depicted hereon, shall be owned and maintained by the undersigned and is designated as a Storm Water Detention Tract.
TRACT B as depicted hereon, shall be owned and maintained by the undersigned and is designated as a Private Drive and Non-Exclusive Access easement, as defined in the Access Easement Agreement recorded in Book _____ at Page _____ in the Office of the Register of Deeds.
The Cross Access Easement as depicted hereon within the boundaries of the plat, shall be designated and further defined in the Reciprocal Easement Agreement recorded in Book _____ at Page _____ in the Office of the Register of Deeds.

EXECUTION

IN TESTIMONY WHEREOF, undersigned proprietor has caused this instrument to be executed on this _____ day of _____, 20____.

BOB LENEXA HOLDINGS LLC

By: _____
Name and Title

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

BE IT REMEMBERED that on _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the said County and State, came NAME AND TITLE OF BOB LENEXA HOLDINGS LLC, who to my personal knowledge is the same person who executed said other document within instrument on behalf of said company, and such person duly acknowledged the execution of the same to the best of my free self and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: _____ My Appointment Expires: _____
Printed Name: _____

APPROVALS

APPROVED by the Planning Commission of the City of Lenexa, Johnson County, Kansas, this _____ day of _____, 20____.

Chris Potts, Chairman

ACCEPTED by the Governing Body of the City of Lenexa, Johnson County, Kansas, this _____ day of _____, 20____.

Attest: _____
Jana Sayers, Mayor

I, SCOTT D. CONNER, HEREBY CERTIFY THAT ON MAY 17, 2024, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ENTIRE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.



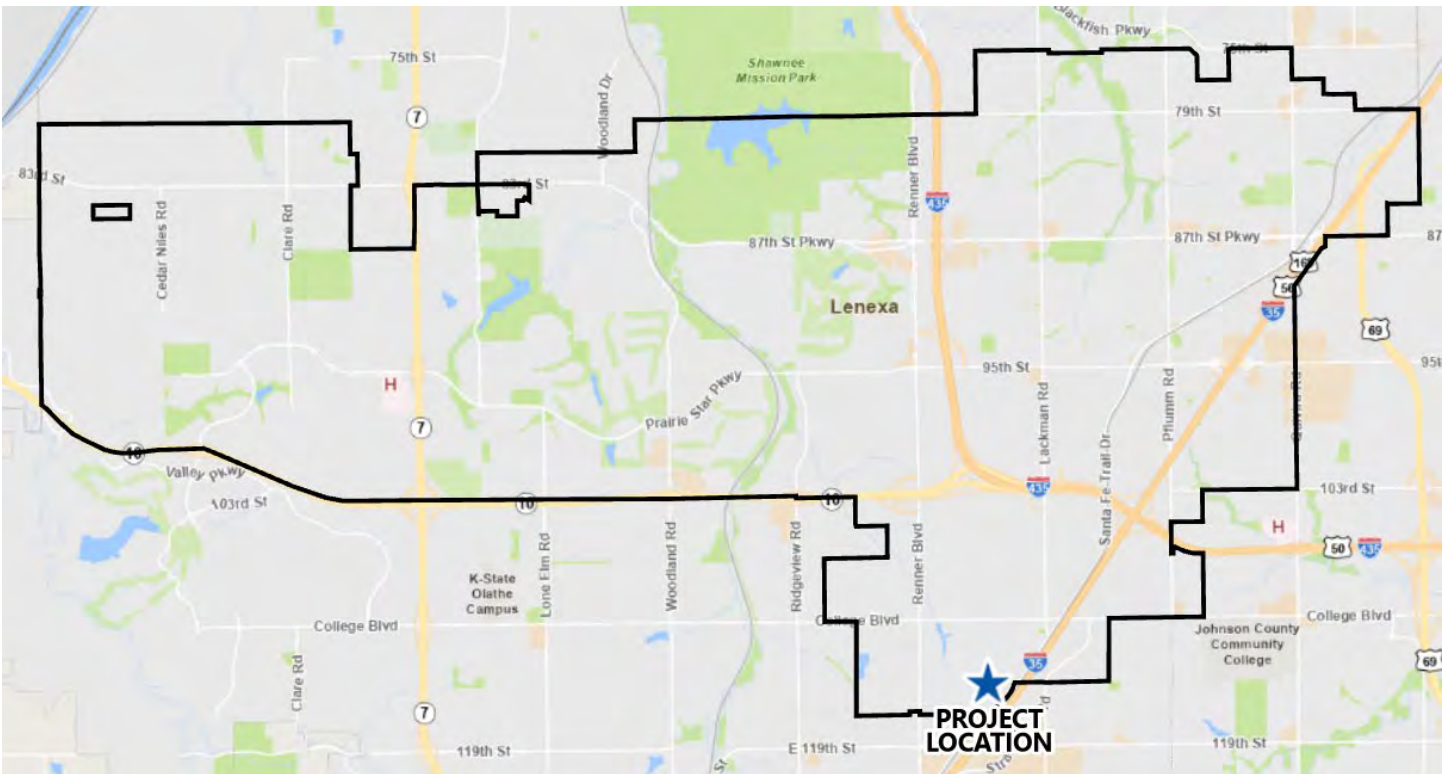
PEI

PHILIPS ENGINEERING, INC.

1820 N. Winchester
Olathe, Kansas 66061
913-269-9938
Phil@peinc.com

SANTA FE COMMERCE CENTER

Project #:	PT24-08F	Location:	NEC of Santa Fe Trail Drive & Lakeview Avenue
Applicant:	Daniel Finn, Phelps Engineering	Project Type:	Final Plat
Staff Planner:	Kim Portillo, AICP	Proposed Use:	Warehouse



PROJECT SUMMARY

The applicant requests approval of a final plat for property located at the northeast corner of Santa Fe Trail Drive and Lakeview Avenue. The plat includes two lots and two tracts on 18.61 acres. The proposed final plat is consistent with the approved preliminary plan/plat (PL24-01P) for Santa Fe Commerce Center, which was approved by the Governing Body on February 6, 2024. This project does not require a Public Hearing.

STAFF RECOMMENDATION: APPROVAL WITH A CONDITION

SITE INFORMATION

The site is located near the Olathe-Lenexa border with Olathe’s city limit further south along Santa Fe Trail Drive and Interstate 35 bordering the site toward the east. The site has never been developed. The overall site includes multiple parcels as well as the vacated right-of-way of former Lakeview Avenue. During the preliminary plan/plat stage, the applicant proposed to rezone 10.3 acres of the 18.67-acre site from the AG, Agricultural Zoning District to the BP-2, Planned Manufacturing District for development as an industrial park. The proposed rezoning (RZ24-01) and preliminary plan/plat (PL24-01P) were approved by the Governing Body on February 6, 2024. The entire 18.67-acre site is now a part of the BP-2 Zoning District.

TABLE 1: SUBJECT SITE PARCELS		
Parcel ID	Address	Acreage
IF241317-4001	15504 Santa Fe Trail Dr	5.20
IF241317-4002	No Address	1.02
IF241317-4008	No Address	0.56
IF241317-4010	15620 Santa Fe Trail Dr	3.16
IF241317-4006	No Address	6.85
Vacated Lakeview Avenue	No Address	1.82

LAND AREA (AC) 18.61	BUILDING AREA (SF) 222,550	CURRENT ZONING BP-2	COMP. PLAN Business Park
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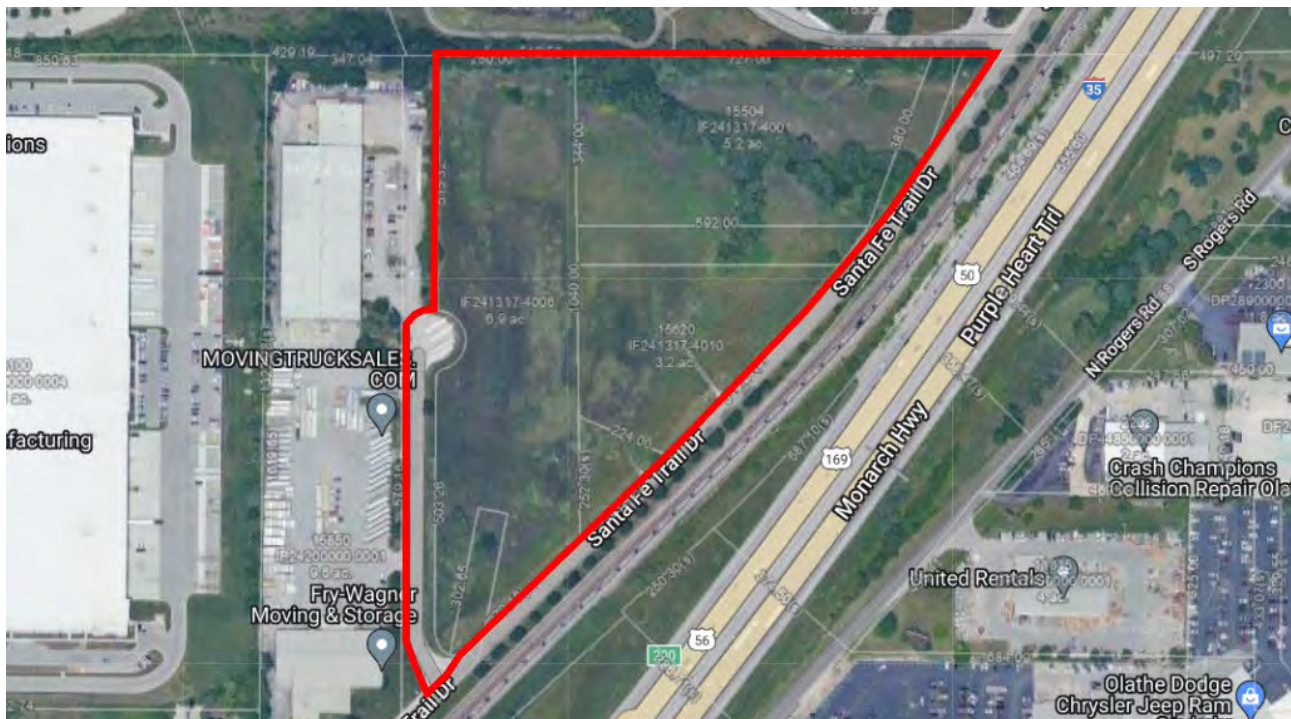


Exhibit 1: Aerial Image of Subject Site.

LAND USE REVIEW

The proposed plan includes two industrial buildings with multiple storefront entrances. The buildings will be able to accommodate multitenant use or a large single tenant warehouse use with offices. Specific tenants will be identified in the future and will be reviewed for zoning compliance during the permit review stage. The proposed use aligns with the site’s Future Land Use designation of Business Park and use is similar to the surrounding uses, which are primarily office/warehouse combination buildings. The site, as mentioned previously, was recently rezoned to BP-2, Planned Manufacturing District, which allows the proposed use by-right.

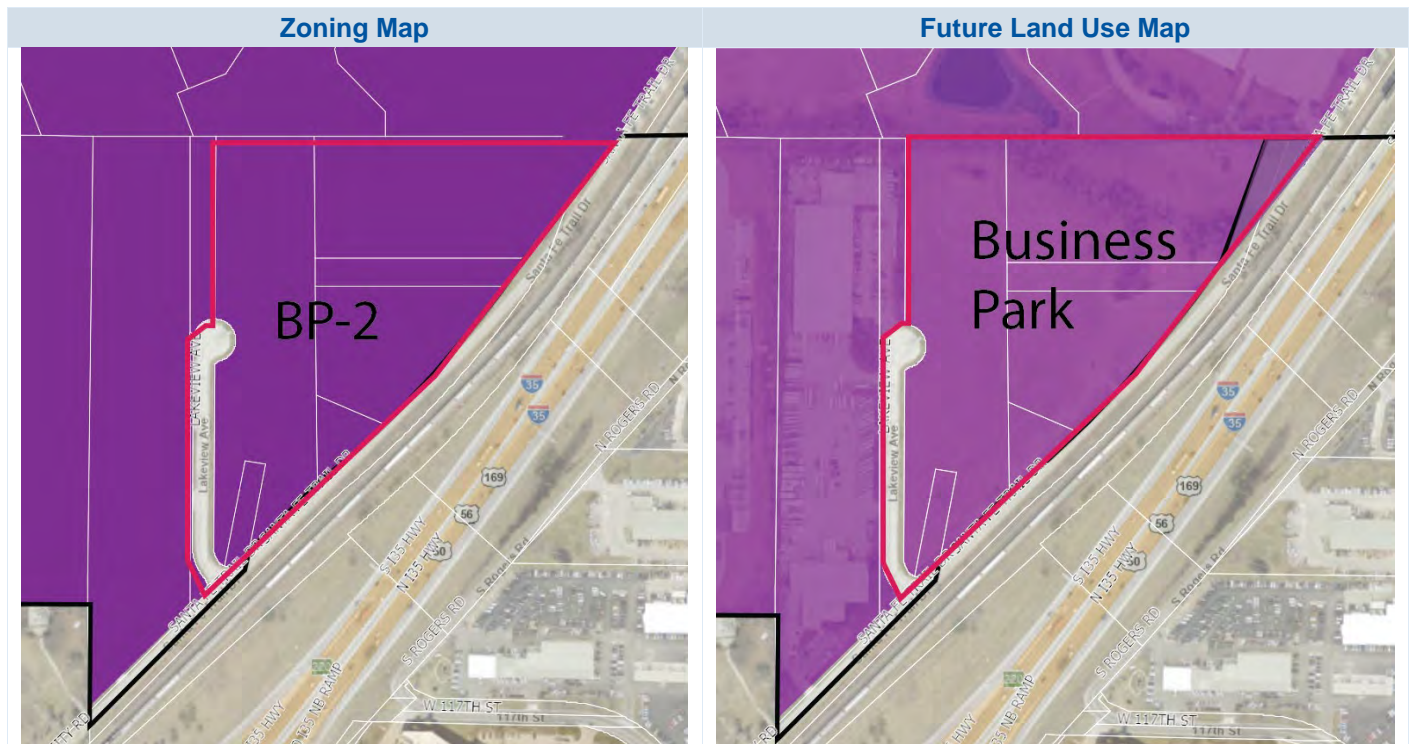


TABLE 2: COMPARISON OF SURROUNDING PROPERTIES

Vicinity	Land Use Designation	Zoning	Current Use
Subject Property	Business Park	BP-2, Planned Manufacturing	Undeveloped
North	Business Park	BP-2, Planned Manufacturing	Warehouse & Office
South	No FLU	Olathe (across I-35)	Interstate
East	No FLU	Olathe (across I-35)	Interstate
West	Business Park	BP-2, Planned Manufacturing	Warehouse

FINAL PLAT REVIEW

This is a proposed final plat of two lots and two tracts on 18.61 acres in the BP-2, Planned Manufacturing Zoning District to accommodate development of two industrial buildings totaling approximately 222,000 SF. A final plan will also be required prior to permitting. The final plan is eligible for administrative review and approval. Utilities are available to the site.

Tract A, located in the northwest corner of the site will serve a stormwater function. Tract B shall serve as a private drive and non-exclusive access easement. The private drive will provide access to Lot 1 and Lot 2 of this plat and Lot 1 of the adjacent Fry-Wagner plat.

TABLE 3: FINAL PLAT TRACTS AND LOTS		
	Purpose	Acreage
Lot 1	Industrial Building	9.01
Lot 2	Industrial Building	6.19
Tract A	Stormwater Management	2.38
Tract B	Access Drive	1.03

A 40-foot cross-access easement is provided along the northern boundary of Lot 1 and Lot 2, which will provide access within the plat to the lots and Tract A. An off-site cross-access easement will be dedicated via separate instrument along the eastern boundary of Lot 1 of the Fry-Wagner plat, which is owned by the same property owner, BCB Holdings Lenexa.

Limits of No Access are designated along Santa Fe Trail Drive for the entire length of the property line abutting the right-of-way, unless otherwise noted as a future access point. There are four future access points along Santa Fe Trail Drive, including the shared drive (Tract B), one access point to Lot 1, and two access points to Lot 2.

- Dedications to the City include:
 - Utility Easement – Provided over the former Lakeview Avenue right-of-way, to be dedicated to the City of Lenexa.
 - Drainage Easement – A drainage easement is dedicated to the City of Lenexa.
 - Sidewalk Easement – A 10-foot sidewalk easement for future public sidewalk/trail construction to be dedicated to the City of Lenexa. A 10-foot trail is designated along Santa Fe Trail Drive. This trail will be constructed as part of a future improvement project funded and constructed by the City.

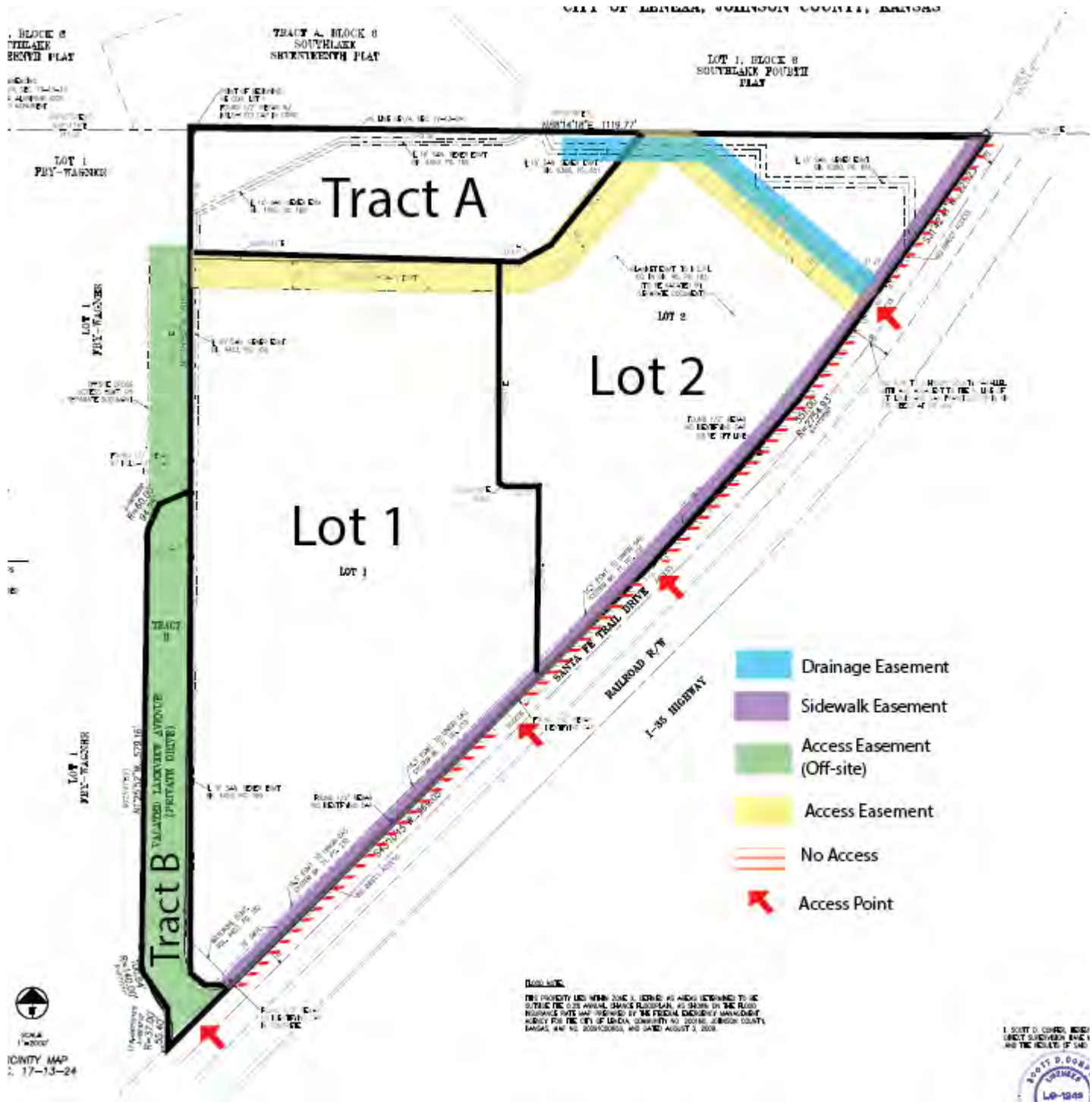


Exhibit 2: Final Plat, PT24-08F.

DEVIATIONS

The applicant is not requesting any deviations for the final plat; however, one deviation was approved with the preliminary plan for Santa Fe Commerce Center to allow a reduced fence setback. Detail of the approved deviation is provided for reference.

Section 4-1-B-24-F-5 of the Unified Development Code (UDC) states that a fence cannot be located closer to the front property line than the front wall of the constructed building. To meet this condition the fence for the storage area needed to move west approximately 50 feet. In this unique situation, the building is setback approximately 100 feet from the right of way line at its closest point, which is twice the required setback of 50 feet for buildings in the BP-2 Zoning District. The fence met the 50-foot setback required of the zoning district, which Staff supported upon preliminary plan review.

The deviation was approved by the Governing Body on February 6, 2024.

NEXT STEPS

- This project requires approval by the Planning Commission and acceptance dedications by the City Council. Pending approval by the Planning Commission, the project is tentatively scheduled for consideration from the City Council on July 16, 2024.
- The applicant must submit an administrative final plan application prior to applying for permit(s).
- The final plat must be recorded with Johnson County prior to permit(s) being released.
- The applicant must receive permit(s) prior to commencing construction.
- The applicant must obtain a Certificate of Occupancy before opening for business.
- The applicant must obtain a Business License prior to opening for business.
- The applicant should inquire about additional City requirements and development fees.

RECOMMENDATION FROM PROFESSIONAL STAFF

★ **Staff recommends approval of the proposed Final Plat for Santa Fe Commerce Center**

- This is a final plat of two lots and two tracts for a business park development.
- The project is consistent with Lenexa's goals through **Responsible Economic Development** to create **Thriving Economy**.

FINAL PLAT

Staff recommends **approval** of the final plat for PT24-08F - **Santa Fe Commerce Center** at the northeast corner of Santa Fe Trail Drive and vacated Lakeview Avenue for a business park with one condition:

1. Prior to the recording of the plat, a copy of the recorded access easement document for the off-site easement located on Lot 1 of Fry-Wagner plat shall be provided to Staff.

CONSENT AGENDA

1. **Tupelo Honey - Consideration of a revised final plan to add a new patio canopy and cover for a new restaurant located at 16720 City Center Drive within the CC, Planned City Center District. PL24-06FR**
2. **Sierra - Consideration of a revised final plan for a facade improvement for a new tenant space within an existing building located at 9656 Quivira Road within the CP-3, Planned Regional Commercial District. PL24-07FR**
3. **Santa Fe Commerce Center - Consideration of a final plat for an industrial development located at the northeast corner of Santa Fe Trail Drive & Lakeview Avenue within the BP-2, Planned Manufacturing District. PT24-08F**

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1 - 3. Moved by Commissioner Handley seconded by Commissioner Horine and carried by a unanimous voice vote.

DRAFT



ITEM 3

SUBJECT: Approval of a revised final plan for Tupelo Honey Awning, a restaurant in Restaurant Row at Lenexa City Center

CONTACT: Stephanie Sullivan, Planning Manager

DATE: July 16, 2024

ACTION NEEDED:

Approve a revised final plan for Tupelo Honey Awning, a restaurant in Restaurant Row at Lenexa City Center.

APPLICANT:

Alex Crawford, Streetsense

OWNER:

AC City Center Lenexa LLC

PROPERTY LOCATION/ADDRESS:

16720 City Center Drive

PROJECT BACKGROUND/DESCRIPTION:

The applicant is requesting revised final plan approval to place a permanent awning over the outdoor seating patio of the Tupelo Honey restaurant. The awning will use metal posts with a translucent fabric covering. The posts and frames are painted dark bronze to match the metal door and window frames of the building.

A portion of the awning will encroach into the right-of-way of City Center Drive approximately three feet. City Center is a unique area where the spaces along a building extend into the pedestrian spaces along the right-of-way of the adjacent street network. This space is referred to as the amenity zone. Features such as stairs, planters, and retaining walls are common features of the amenity zone and often extend into the public right-of-way.

Staff is supportive of the corner of the awning being installed with the three-foot encroachment into the right-of-way provided the awning support posts do not cause any adverse impact to any subsurface utilities. A condition is included with the revised final plan to address this issue. Another condition is included that requires the applicant obtain a Joint Use of Right-of-Way Agreement for the portion of the awning that will extend into the right-of-way.

STAFF RECOMMENDATION:

Approval of the revised final plan.

PLANNING COMMISSION ACTION:

This item was considered as Consent Agenda Item 1 at the July 1, 2024 Planning Commission meeting.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1-3. Moved by Commissioner Handley, seconded by Commissioner Horine, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Inviting Places

Guiding Principles

Strategic Community Investment

ATTACHMENTS

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



Document Path: C:\Users\ldavidd\OneDrive - City of Lenexa\Documents\ArcGIS\Projects\MyProject\City Council\Packet_Template.aprx

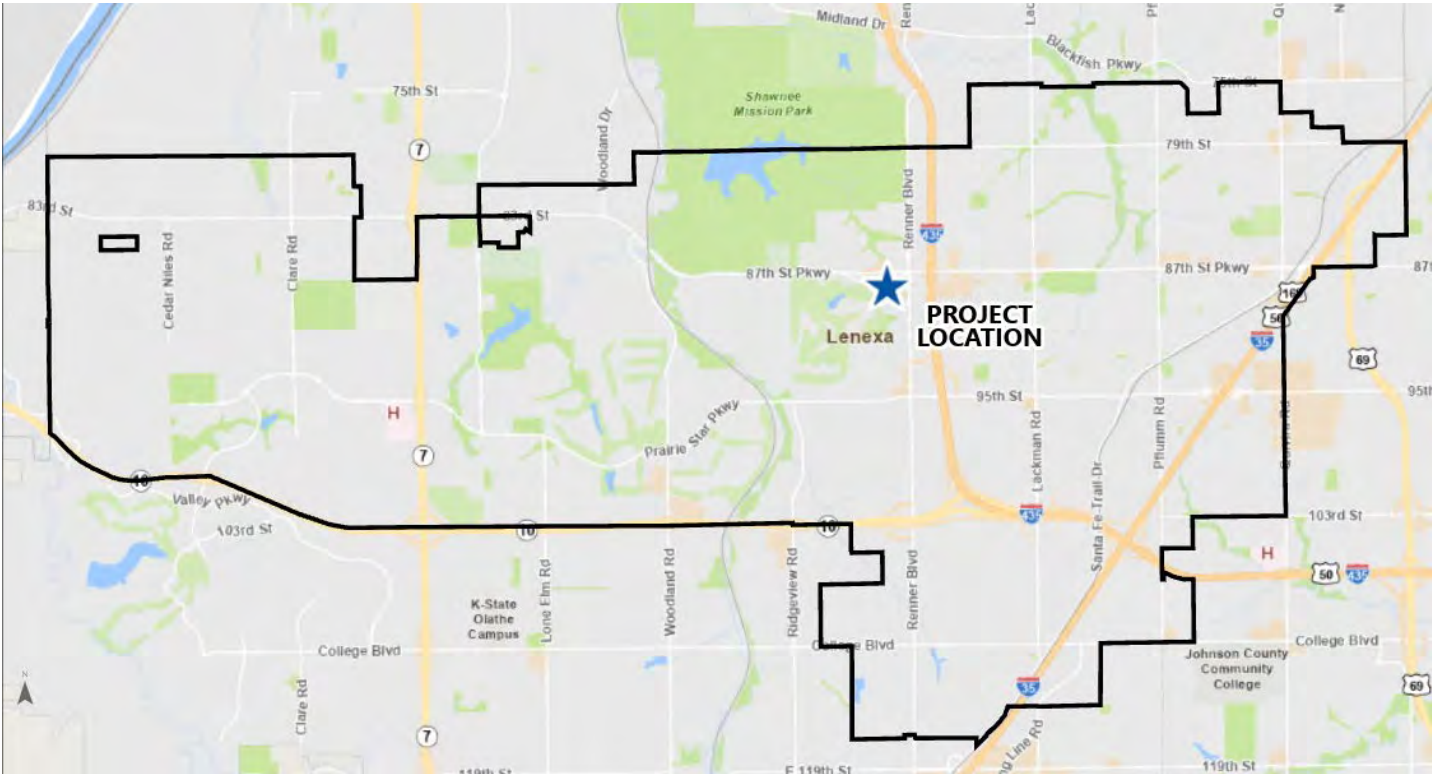
Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

Tupelo Honey Awning



TUPELO HONEY AWNING

Project #:	PL24-06FR	Location:	16720 City Center Drive
Applicant:	Alex Crawford, Streetsense	Project Type:	Revised Final Plan
Staff Planner:	Dave Dalecky	Proposed Use:	Restaurant



PROJECT SUMMARY

The applicant requests approval of a revised final plan for an awning to be installed over the outdoor seating patio of the Tupelo Honey restaurant in City Center. Tupelo Honey is the east tenant of a two-tenant building in Area A of City Center (also known as Restaurant Row), located at the northwest corner of City Center Drive and Renner Boulevard. The awning will cover the patio on the west side of the building. The corner of the awning will encroach three feet into the right-of-way of the roundabout at the street intersection. This project does not require a Public Hearing.

STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS

SITE INFORMATION

The site is in Area A of City Center. The Tupelo Honey restaurant is in a part of Area A referred to as “restaurant row”, consisting of four buildings that face out toward City Center Drive and Scarborough Street. The most recent preliminary plan for the site was approved in March 2022 (PL22-04PR). The final plan for the two-tenant building was approved in February 2023 (PL23-02F).

LAND AREA (AC) 0.58	TENANT SPACE (SF) 5,676	CURRENT ZONING CC	COMP. PLAN City Center Core
-------------------------------	-----------------------------------	-----------------------------	---------------------------------------



Exhibit 1: Aerial image.

LAND USE REVIEW

The site is zoned CC, Planned City Center District. The site is a mixed-use block located at the intersection of 87th Street Parkway and Renner Boulevard. Two buildings are nearing completion on this block; two additional buildings are anticipated to be constructed in the future.

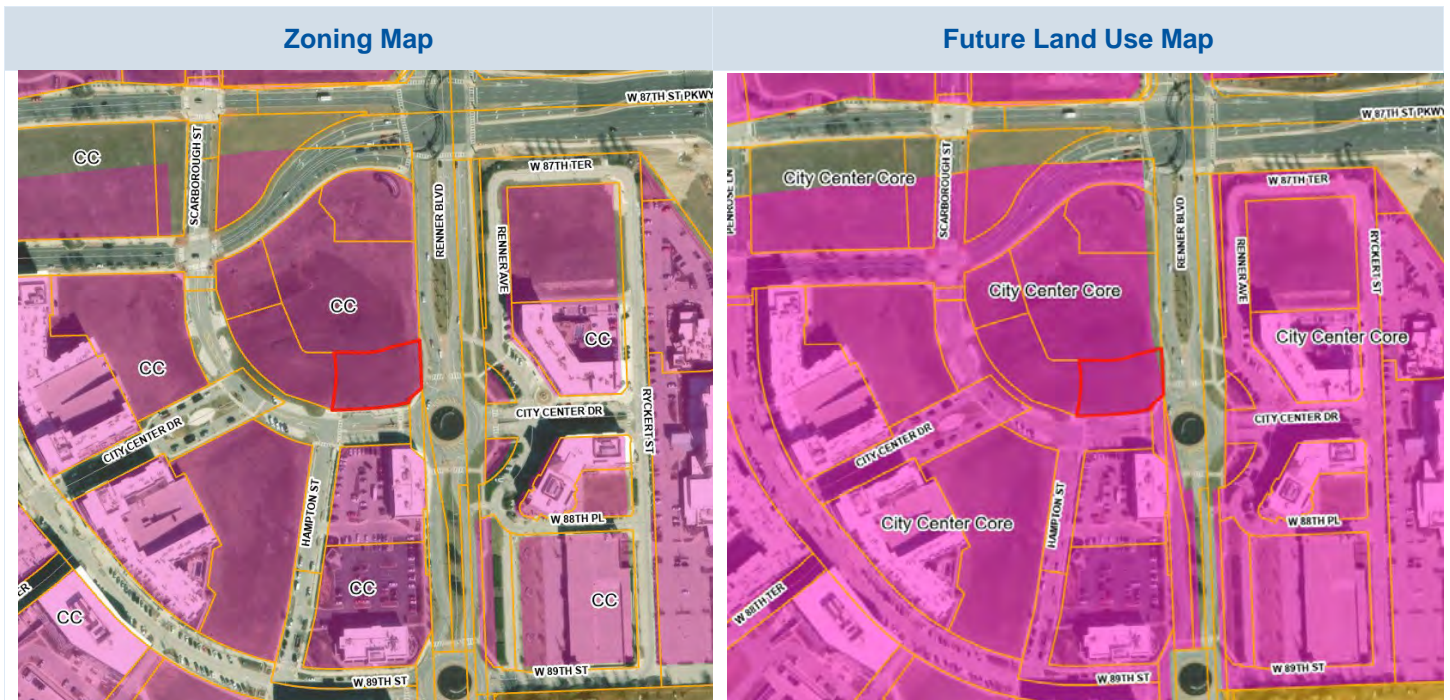


TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

Vicinity	Land Use Designation	Zoning	Current Use
Subject Property	City Center Core	CC	Restaurant
North	City Center Core	CC	Undeveloped land
South	City Center Core	CC	Mixed use
East	City Center Core	CC	Mixed use
West	City Center Core	CC	Mixed use

FINAL PLAN REVIEW

The applicant is requesting revised final plan approval to place a permanent awning over the outdoor seating patio of the Tupelo Honey restaurant. The awning will use metal posts and a frame with a translucent fabric covering. The posts and frame are painted dark bronze to match the metal door and window frames of the building. The awning will have a two-foot metal fascia band that will conceal the fabric cover and the truss structure of the awning.



Exhibit 2: Rendering looking northwesterly from City Center Drive and Renner Boulevard intersection.



Exhibit 3: Rendering looking north from City Center Drive

A portion of the awning will encroach into the right-of-way of City Center Drive by up to three feet. This is not a typical condition, but City Center is a unique area where the pedestrian spaces along buildings extend into the pedestrian spaces that are in the right-of-way of the adjacent street network. This space is referred to as the *Pedestrian Amenity Zone (PAZ)*. The PAZ spaces are often an extension of a building entrance or plaza space where the actual line between public and private land is not easily distinguished. A plaza space in front of a building in City Center will have a consistent character crossing from the private lot into the adjacent right-of-way. Stairs, raised planters, and retaining walls are common features that will extend into the right-of-way. The PAZ provides for additional space between the edge of the street and the buildings to create an urban character to the district and provide adequate space for walking, seating, and landscape features in this space. In this instance the outdoor seating patio surface encroaches into the right-of-way and the corner of the awning will follow the same edge of the seating patio. The awning and particularly its support/support footings will need to be clear of, and not impact, any utility underground in the right-of-way. The awning is a structure that extends above the ground plane; therefore, the applicant is required to obtain *Joint Use of Right-Of-Way Agreement* from the City’s Legal Department prior to the installation of the awning.

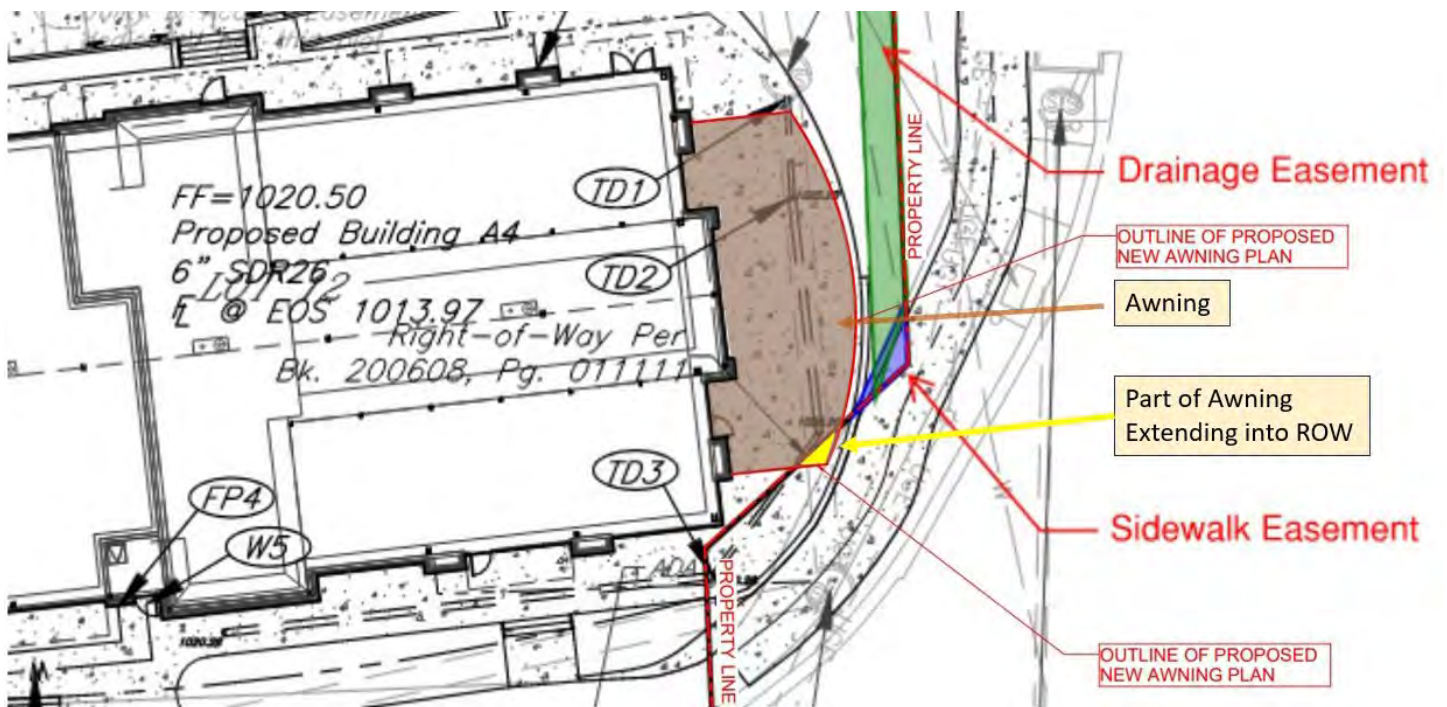


Exhibit 4: Awning encroachment.

STORMWATER

No changes are proposed for the stormwater features of the development. The proposed awning will not negatively impact surface stormwater.

LANDSCAPING

No changes are proposed for the landscaping of the development.

DEVIATIONS

The applicant is not requesting any deviations.

NEXT STEPS

- The Planning Commission is the final authority on this application. However, the City has a practice of submitting City Center final plans to the City Council for affirmation of the Planning Commission's decision. Pending the Planning Commission's decision, the project will be tentatively scheduled for consideration by the City Council on July 16, 2024.
- The applicant shall complete the Joint Use of Right-of-Way agreement with the City's Legal Department Staff.
- The applicant must receive permit(s) prior to commencing construction.
- The applicant must obtain a Certificate of Occupancy before opening for business.
- The applicant must obtain a Business License prior to opening for business.
- The applicant should inquire about additional City requirements and development fees.

RECOMMENDATION FROM PROFESSIONAL STAFF

★ **Staff recommends approval of the proposed Revised Final Plan for Tupelo Honey Awning.**

- The revised final plan will allow the installation of the awning structure over the outdoor seating patio for Tupelo Honey.
- The project is consistent with Lenexa's goals through **Strategic Community Investment** to create **Inviting Places**.

FINAL PLAN

Staff recommends **approval** of the revised final plan for PL24-06FR – **Tupelo Honey Awning** at 16720 City Center Drive for a restaurant with the following condition:

1. Prior to installation of the awning, the applicant shall obtain a Joint Use of Right-of-Way agreement for the awning encroachment into City Center Drive right-of-way from the City.
2. The awning supports/support footings must be designed such that they do not adversely impact any subsurface utilities (such as the storm pipe under at least two of the supports).

TUPELO HONEY LENEXA

PLANNING COMMISSION SUBMISSION

16720 CITY CENTER DRIVE
LENEXA, KS 66219

DIRECTORY

APPLICANT
STREETSENSE
641 S STREET NW
WASHINGTON DC, 20001
ATTN: ALEX CRAWFORD
PH: (204) 479-7159
FAX: (301) 652-9166
ACRAWFORD@STREETSENSE.COM

ARCHITECT
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WASHINGTON DC, 20001
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FAX: (301) 652-9166
ACRAWFORD@STREETSENSE.COM

OWNER
AC CITY CENTER LENEXA LLC
1100 WALNUT STE 2000
KANSAS CITY, MO 64106
ATTN: KEITH COPAKEN
PH: (816) 791-5005
KCOPAKEN@COPAKEN-BROOKS.COM

TENANT
TUPELO HONEY HOSPITALITY CORP.
1200 RIDGEFIELD BLVD, SUITE 290
ASHEVILLE, NC 28806
ATTN: KEVIN BRANSFIELD
PH: (828) 255-4404 x344
KBRANSFIELD@TUPELOHONEYCAFE.COM



PROJECT NARRATIVE

PROPOSED NEW SCOPE OF WORK: ADD NEW PATIO CANOPY STRUCTURE AND COVER OVER EXISTING OPEN-AIR OUTDOOR SEATING AREA FOR EXISTING RESTAURANT TENANT. EXISTING HARDSCAPE PATIO TO REMAIN. PATIO CANOPY DESIGN INCLUDES NEW FASCIA ELEMENT TO VISUALLY BLEND WITH EXISTING BUILDING DESIGN. CANOPY COVER SHALL BE TRANSLUCENT OFF-WHITE FIRE-RATED MATERIAL FOR DAYLIGHT HARVESTING AND OVERALL PERFORMANCE. PATIO AREA SHALL BE LIT WITH PROPOSED NEW STRING LIGHTS MOUNTED UNDER CANOPY. CANOPY STRUCTURE SUPPORTS ITSELF INDEPENDENTLY FROM THE BASE BUILDING.



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LICENSE NO. 7373 EXP. 06/30/2024

ISSUANCES/REVISIONS

#	DESCRIPTION	DATE

TUPELO HONEY
LENEXA

16720 CITY CENTER DRIVE
LENEXA, KS 66219

COVER SHEET

0.00

PROJECT NUMBER 23-154

DATE 06/13/2024

MANAGED BY AC DRAWN BY LH

SCALE

STREETSENSE 2022 ©

A:\Arch\Draw\23-154 - Tupelo Honey - Lenexa\23-154_Tupelo Honey - Lenexa.dwg
 06/13/2024 11:30 AM



5 ENTRY PERSPECTIVE 3 - CURRENT



6 ENTRY PERSPECTIVE 3 - PROPOSED NEW AWNING



3 ENTRY PERSPECTIVE 2 - CURRENT



4 ENTRY PERSPECTIVE 2 - PROPOSED NEW AWNING



1 ENTRY PERSPECTIVE 1 - CURRENT



2 ENTRY PERSPECTIVE 1 - PROPOSED NEW AWNING



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ISSUANCES/REVISIONS

#	DESCRIPTION	DATE

TUPELO HONEY
LENEXA

16720 CITY CENTER DRIVE
LENEXA, KS 66219

BEFORE/AFTER
RENDERINGS

1.00

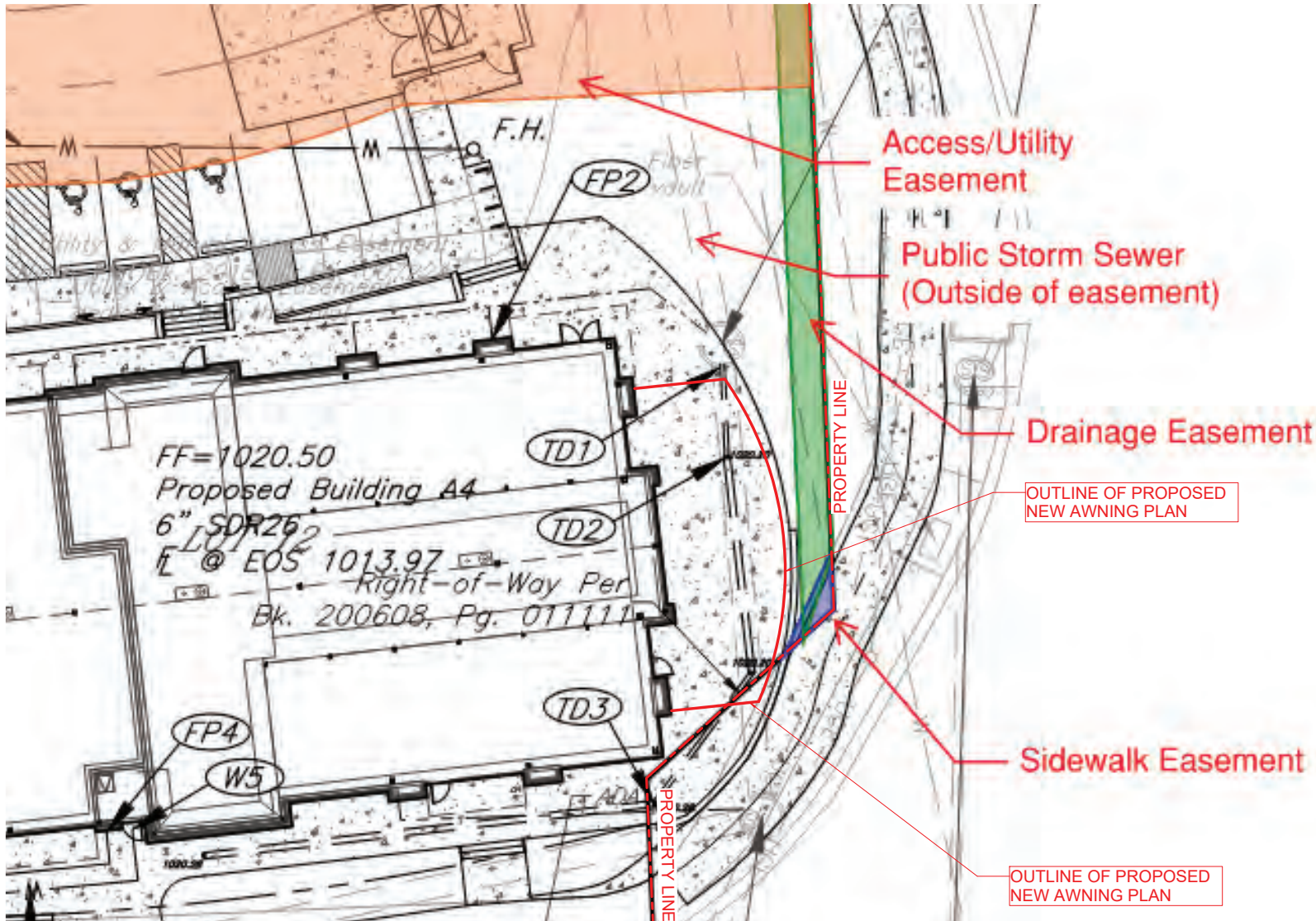
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DATE 06/13/2024

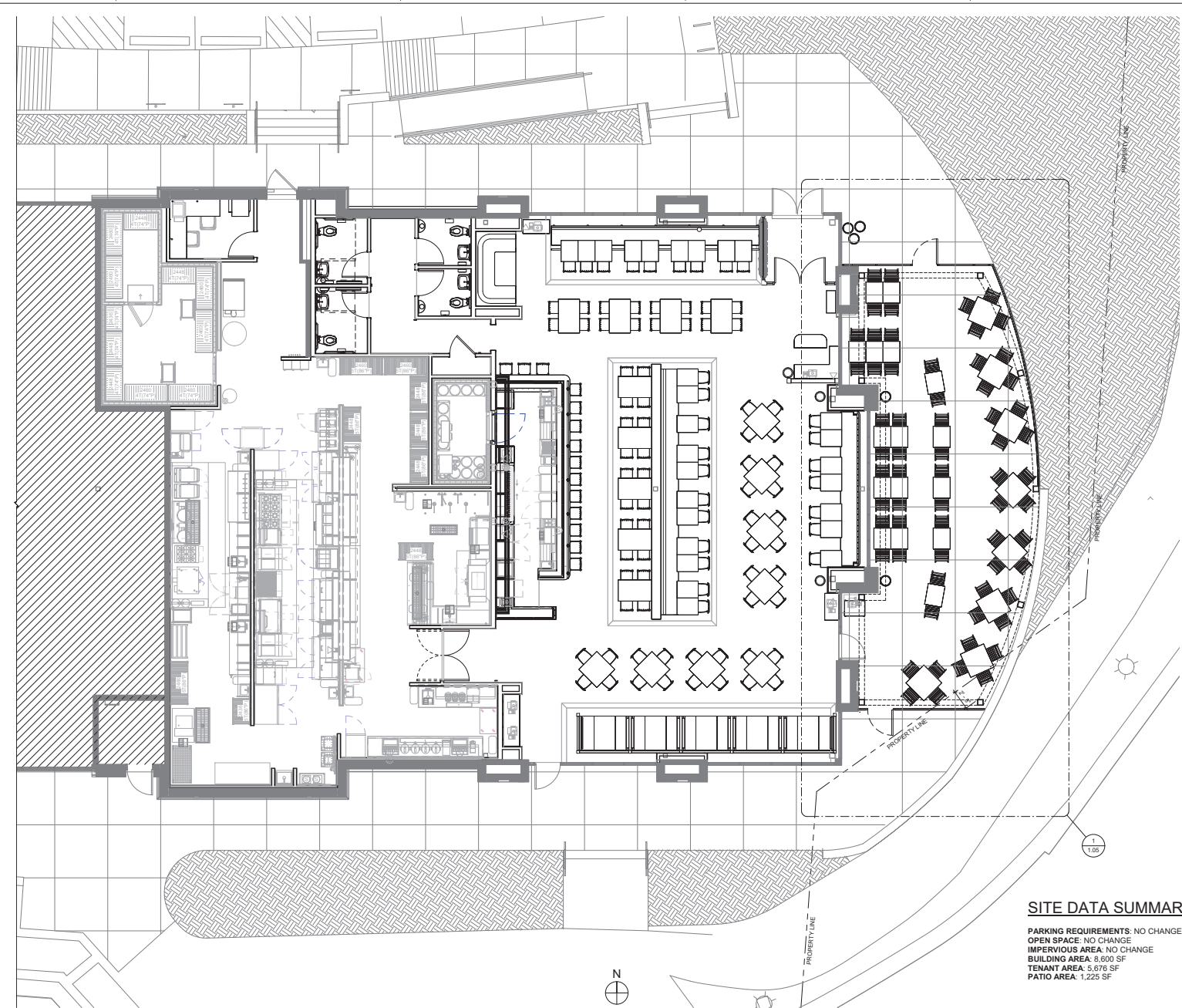
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SCALE

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ENLARGED UTILITY PLAN WITH EASEMENTS
1/8" = 1'-0"



1 1ST FLOOR - ENLARGED FLOOR PLAN
3/16" = 1'-0"

SITE DATA SUMMARY

PARKING REQUIREMENTS: NO CHANGE
 OPEN SPACE: NO CHANGE
 IMPERVIOUS AREA: NO CHANGE
 BUILDING AREA: 8,600 SF
 TENANT AREA: 5,676 SF
 PATIO AREA: 1,223 SF



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**TUPELO HONEY
 LENEXA**

16720 CITY CENTER DRIVE
 LENEXA, KS 66219

SITE PLAN

1.03

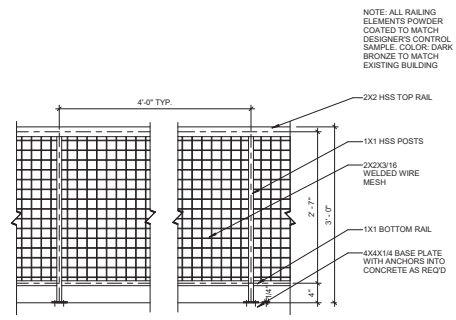
PROJECT NUMBER 23-154

DATE 06/13/2024

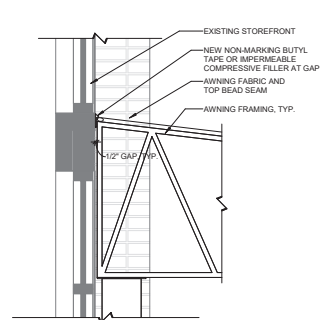
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SCALE 3/16" = 1'-0"

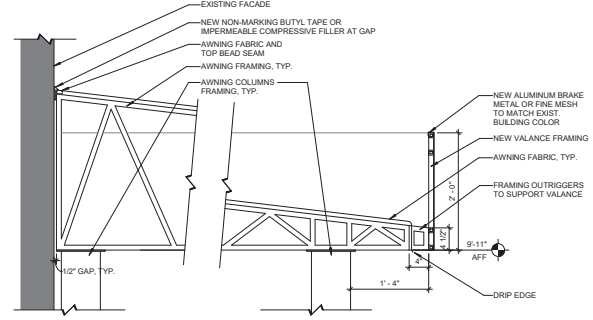
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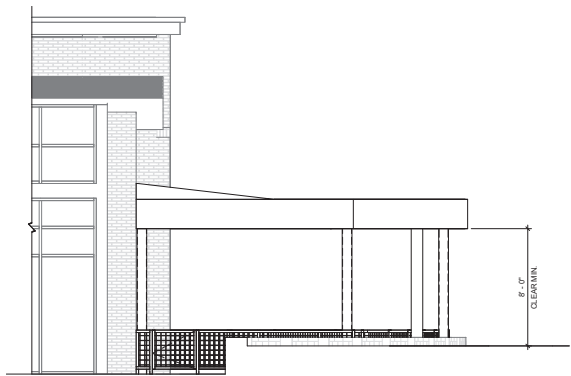
7 DETAIL - TYPICAL RAILING DESIGN
1/8" = 1'-0"



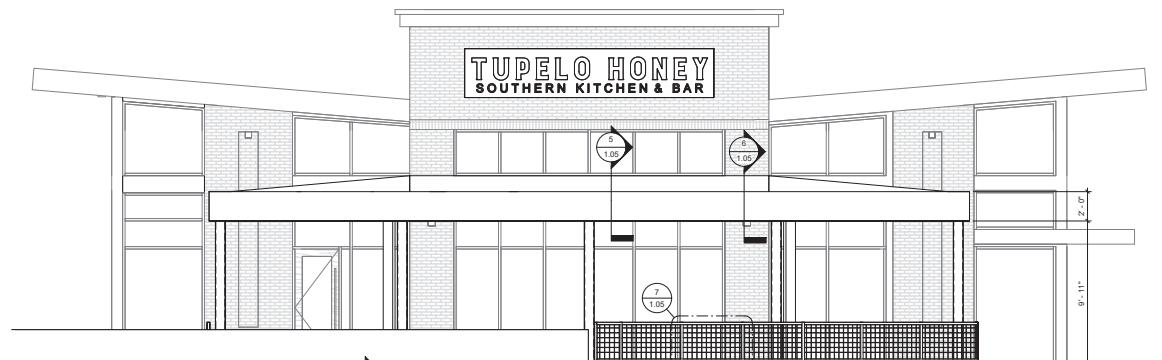
5 DETAIL - AWNING SECTION AT WINDOW
1/8" = 1'-0"



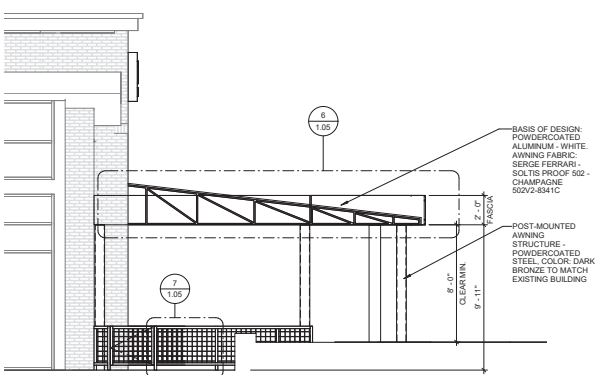
6 DETAIL - AWNING EAVE SECTION
1/8" = 1'-0"



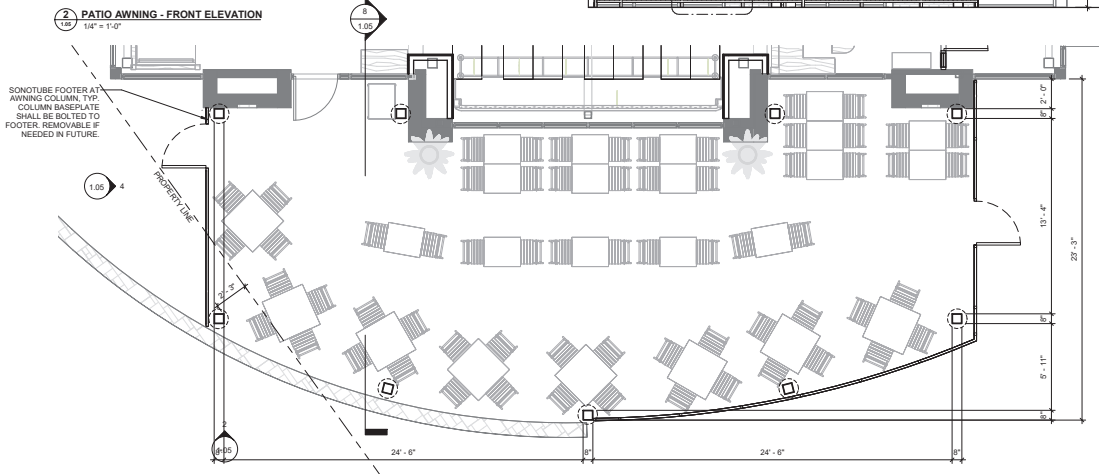
4 PATIO AWNING - SIDE ELEVATION - SOUTH
1/4" = 1'-0"



2 PATIO AWNING - FRONT ELEVATION
1/4" = 1'-0"



8 PATIO AWNING - SECTION
1/4" = 1'-0"



1 1ST FLOOR - ENLARGED PLAN - PATIO
1/4" = 1'-0"



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7373 06/30/2024

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DESCRIPTION DATE

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LENEXA

16720 CITY CENTER DRIVE
LENEXA, KS 66219

ENLARGED PATIO
PLAN, ELEV, AND
DETAILS

1.05

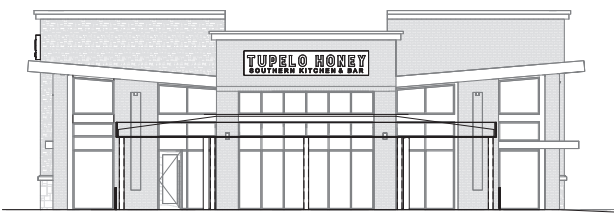
PROJECT NUMBER 23-154
DATE 06/13/2024
MANAGED BY AC DRAWN BY LH
SCALE As indicated

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4 EXTERIOR ELEVATION - SOUTH
1/8" = 1'-0"



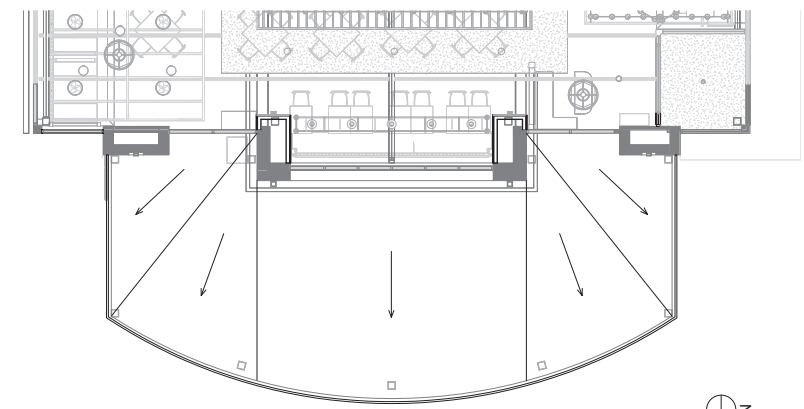
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1/8" = 1'-0"



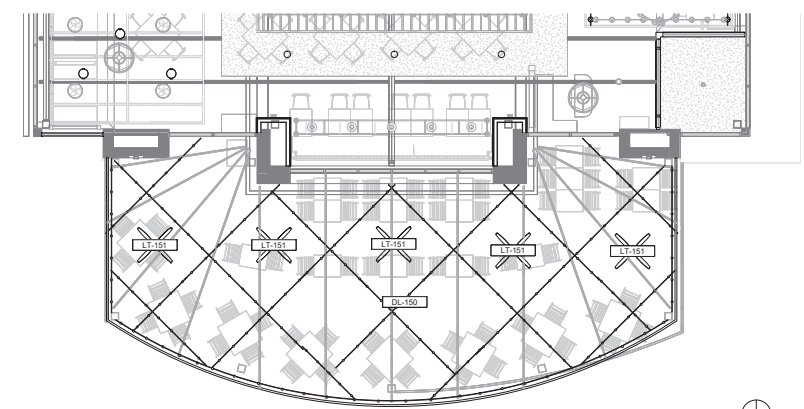
5 EXTERIOR ELEVATION - NORTH
1/8" = 1'-0"

EXTERIOR LIGHTING FIXTURE SCHEDULE

TYPE MARK	COUNT	DESCRIPTION	LAMP	WATTS/LAMP	TOTAL FIXTURE WATTS	ADDITIONAL NOTES
DL-150	22	EXTERIOR STRING LIGHTS	2700K	0.9W/FT	0.9W/FT	SEE SPECIFICATIONS FOR MORE INFORMATION
LT-151	6	EXTERIOR CEILING FAN	2700K	-	-	SEE SPECIFICATIONS FOR MORE INFORMATION



2 ZONING - ENLARGED PATIO ROOF
3/16" = 1'-0"



1 ZONING - ENLARGED PATIO RCP
3/16" = 1'-0"



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#	DESCRIPTION	DATE

TUPELO HONEY
LENEXA

16720 CITY CENTER DRIVE
LENEXA, KS 66219

ENLARGED PATIO
RCP + ROOF

1.06

PROJECT NUMBER	23-154
DATE	09/13/2024
MANAGED BY AC	DRAWN BY LH
SCALE	As indicated

STREETSENSE 2022 ©

CONSENT AGENDA

1. **Tupelo Honey - Consideration of a revised final plan to add a new patio canopy and cover for a new restaurant located at 16720 City Center Drive within the CC, Planned City Center District. PL24-06FR**
2. **Sierra - Consideration of a revised final plan for a facade improvement for a new tenant space within an existing building located at 9656 Quivira Road within the CP-3, Planned Regional Commercial District. PL24-07FR**
3. **Santa Fe Commerce Center - Consideration of a final plat for an industrial development located at the northeast corner of Santa Fe Trail Drive & Lakeview Avenue within the BP-2, Planned Manufacturing District. PT24-08F**

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1 - 3. Moved by Commissioner Handley seconded by Commissioner Horine and carried by a unanimous voice vote.

DRAFT



ITEM 4

SUBJECT: Approval to waive the sealed bid process and enter an Equipment Purchase and Replacement Agreement with Push Pedal Pull, Inc.

CONTACT: Logan Wagler, Parks & Recreation Director

DATE: July 16, 2024

ACTION NEEDED:

Approve a waiver of the sealed bid process and authorize the Mayor to enter an Equipment Purchase and Replacement Agreement with Push Pedal Pull, Inc. ("P3").

PROJECT BACKGROUND/DESCRIPTION:

This agreement is for the purchase of certain replacement exercise equipment for the Rec Center that was originally purchased in 2017.

This purchase is for 14 PRECOR EFX 885 Converging Crossramp Elliptical Machines and 20 PRECOR TRM Treadmills (the "Equipment").

Staff selected this particular brand and type of equipment based on its superior style, durability, and performance. Accounting for its experience with P3 and their reputation, and the high quality of the PRECOR equipment offered by P3, staff desires to waive the sealed bid process and enter an agreement to purchase the P3 equipment.

The estimated delivery is on or about August 19, 2024. The agreement includes disposal of the old machines.

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

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

Elliptical machines (14)	\$127,400
Treadmills (20)	\$212,520
Delivery and installation	\$17,996
Total	\$357,916

This purchase is funded by the Rec Center Reserve Fund, No. 82510055125.

STAFF RECOMMENDATION:

Waive the sealed bid process and authorize the Mayor to sign the Equipment Purchase and Replacement Agreement with P3 as approved by the City Attorney.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Healthy People
Inviting Places

Guiding Principles

Superior Quality Services
Strategic Community Investment

ATTACHMENTS

None



ITEM 5

SUBJECT: Approval to waive the sealed bid process and enter a Construction Manager at Risk Agreement with Prosser Wilbert Construction, Inc. for construction of the Ad Astra Pool Reconstruction Project

CONTACT: Logan Wagler, Parks & Recreation Director

DATE: July 16, 2024

ACTION NEEDED:

Approve the waiver of the sealed bid process and enter into a Construction Manager at Risk (CMAR) agreement with Prosser Wilbert Construction Inc. ("Prosser Wilbert") for construction of the Ad Astra Pool Reconstruction Project ("Project").

PROJECT BACKGROUND/DESCRIPTION:

Ad Astra Pool was built in 1988 and has been structurally problematic since its opening. While many investments and repairs have been made to keep this pool in operation over the years, the City has determined that the ongoing challenges and worsening conditions require it to be totally rebuilt.

In 2021, the City completed a comprehensive Aquatics Study over two phases that resulted in the City Council voting to keep a publicly owned and operated pool at the Ad Astra Park location. This Project will rebuild Ad Astra Pool, which will be sized and programmed to serve the surrounding neighborhoods, similar to Flat Rock Creek Pool. The final programming and amenities for this Project will be determined through the design process.

Some known elements of the Project include:

- Demolition of the existing pool, bathhouse, and associated structures;
- Reduction and potential reconfiguration of the existing parking lot;
- Construction of a year-round off-grid restroom to serve the park;
- Construction of new pool, bathhouse, concessions, and staff spaces;
- Improvements to Ad Astra Park to utilize new space due to the configuration of the new pool; and
- Coordination of Public Art for the site.

A construction manager is needed to assist with the cost estimation, design, and constructability review. The City will be using the CMAR delivery method, which is an alternative to the traditional design-bid-build delivery method that the City typically uses for its public infrastructure projects. Under the CMAR approach, the City will have two primary contracts for the project, one with the architect (SFS Architecture) and one

with the construction manager. The architect and construction manager will then work together with the City to design and develop the Project in line with the City's budget and scope. The CMAR delivery method allows the project team to collaborate early, leading to favorable outcomes for schedule, budget, and constructability. The contractor will then commit to delivering the project within a GMP. The recommended CMAR contractor is committed to delivering the project within the agreed upon budget. In accordance with the terms of this contract, the CMAR approach will result in a Guaranteed Maximum Price (GMP) at 100% completion of construction documents. Staff also recommends that the City Council waive the sealed bid process to allow the use of the CMAR delivery method.

In April 2024, the Parks and Recreation Department issued a request for qualifications (RFQ) for CMAR services for this Project. The City's selection team short-listed three firms for interview: Centric, Dondlinger Construction, and Prosser Wilbert. Based on their experience with similar projects, the team selected Prosser Wilbert.

Construction on the project will commence on or about October 1, 2024.

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

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The Project is included in the 2024-2028 Capital Improvement Program (Project No. 70010) and will be funded by the Capital Improvement Fund - Transfer from the General Fund.

STAFF RECOMMENDATION:

Approve the waiver of the sealed bid process and authorize the Mayor to enter into a CMAR agreement with Prosser Wilbert for construction of the Ad Astra Pool Reconstruction project as approved by the City Attorney.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

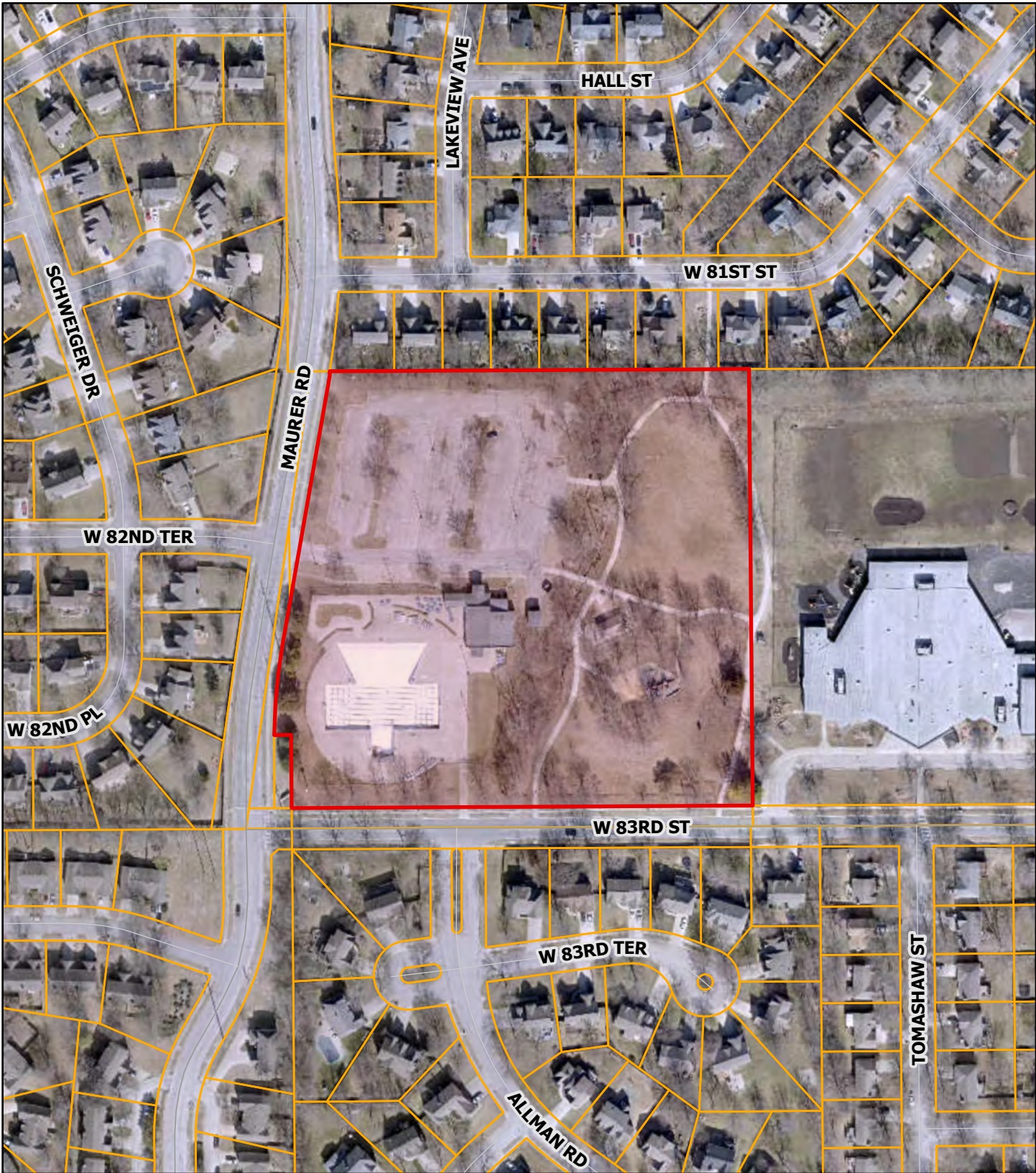
Inviting Places
Healthy People
Vibrant Neighborhoods

Guiding Principles

Prudent Financial Management
Strategic Community Investment

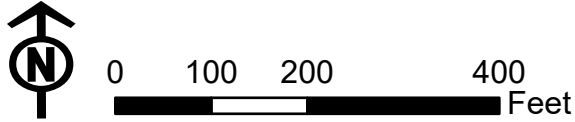
ATTACHMENTS

1. Map



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

Ad Astra Pool Reconstruction Project





ITEM 6

SUBJECT: Approval of an agreement with HNTB Corp. to provide design services for the Seven Hills Watershed Stormwater Rehabilitation Project

CONTACT: Tim Green, Deputy Community Development Director

DATE: July 16, 2024

ACTION NEEDED:

Approve an agreement with HNTB Corp. ("HNTB") to provide design services for the Seven Hills Watershed Stormwater Rehabilitation Project ("Project").

PROJECT BACKGROUND/DESCRIPTION:

In August 2023, the City contracted with HNTB to do a preliminary study of the stormwater system draining into Seven Hills Lake from Lenexa. This was prompted by a high concentration of pipes in poor condition as identified by City staff inspections. The study recommended improvements to pipes throughout the area totaling \$5.7 million. HNTB will prepare the design documents for the entire area. However, due to the size of the project, plans will be divided and the project bid as two separate phases. Both project phases were submitted to Johnson County for stormwater rehabilitation funding, and they were approved for \$2.5 million in funding.

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

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This design contract is for \$632,215. The project is included in the 2024-2028 Capital Improvement Program (Project No. 90014). The resulting construction projects are estimated to be \$5.7 million with Johnson County Stormwater Management Program funding approximately \$2.5 million.

STAFF RECOMMENDATION:

Approve the agreement with HNTB to provide design services for the Seven Hills Watershed Stormwater Rehabilitation Project as approved by the City Attorney.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

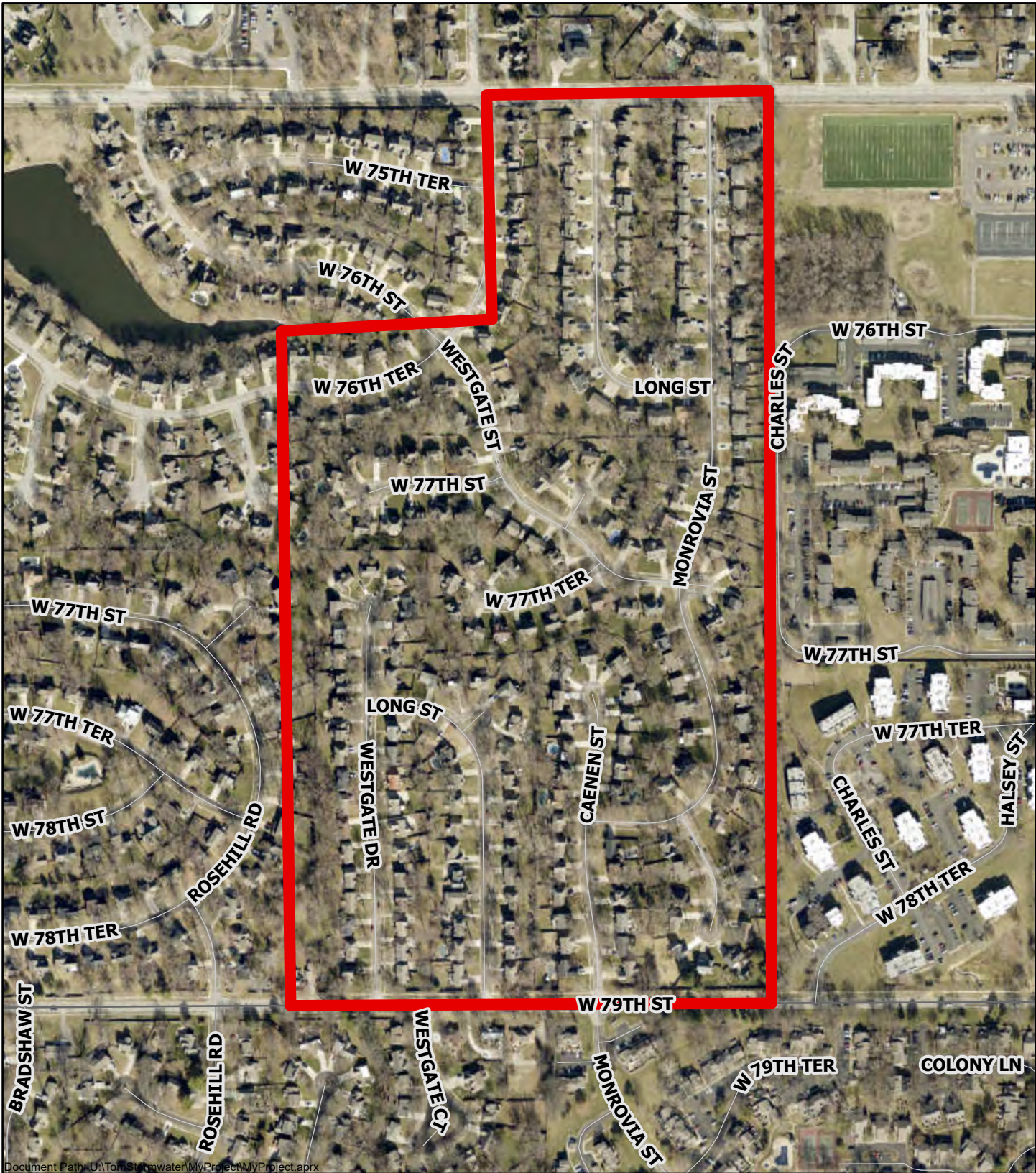
Vibrant Neighborhoods
Integrated Infrastructure & Transportation

Guiding Principles

Sustainable Policies and Practices
Strategic Community Investment

ATTACHMENTS

- 1. Map

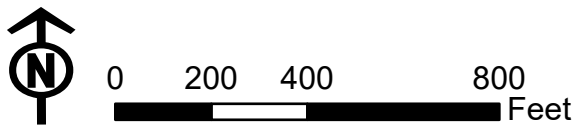


Document Path: U:\Tom\Stormwater\MV\Project\MVProject.aprx

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

Project Location

Seven Hills Lake Watershed Stormwater Rehabilitation





ITEM 7

SUBJECT: Approval of a purchase agreement for a fire truck from Conrad Fire Equipment, Inc.

CONTACT: Travis Vaughn, Fire Chief
Matt Skinner, Battalion Chief of Logistics

DATE: July 16, 2024

ACTION NEEDED:

Approve the purchase agreement for a fire truck from Conrad Fire Equipment, Inc. ("Conrad Fire").

PROJECT BACKGROUND/DESCRIPTION:

The Fire Department consistently updates and replaces its capital equipment as necessary to best serve the City's residents and visitors. Due to significant lead times on fire truck orders, trucks must now be ordered several years in advance. The current lead time for fire truck orders is 45–53 months. This truck will be ordered now, and will be placed into the 2029 Capital Improvement Program (CIP) program for final purchase in that year. This purchase is for a Pierce Velocity pumper truck with the capability to pump 1,500 gallons of water per minute.

This fire truck was chosen for the following reasons:

- The City attempts to maintain a balanced fleet of fire trucks that feature both aerial operation capabilities and high water volume capabilities. The front-line fleet has three aerial/ladder trucks and three pumper trucks.
- Purchasing from Conrad Fire (located in Olathe, KS) provides local availability of repair parts and authorized manufacturer repair/service.
- Lenexa Municipal Services fleet mechanics have specialized training to maintain and repair Pierce fire trucks.
- Pierce produces a high-quality product, and stands behind them.

Fire trucks have a service life of 16-20 years, with the first 8-10 years in front-line status and the rest in reserve status before being decommissioned. This new truck will replace Fleet #9205, a 2019 pumper, as a front-line truck. Fleet #9205 will remain in service and be reassigned to reserve status. Fleet #9501, a 2011 rear-mount ladder truck with a 75-foot ladder, which is now in reserve status, will then be traded or sold by 2031 unless significant mechanical repairs are needed prior to that year.

The fire truck's availability and pricing are secured through a cooperative purchasing contract between the Houston-Galveston Area Council and Pierce Manufacturing, Inc. (the "HGAC contract"). The City, while taking advantage of the preferred pricing under the HGAC contract, is entering into an independent and negotiated purchase agreement with Conrad Fire, that will govern the terms of this purchase.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This purchase will be included in the 2029 CIP. The contract amount is \$1,198,892.77.

STAFF RECOMMENDATION:

Approve the purchase of a fire truck from Conrad Fire as approved by the City Attorney.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Healthy People

Guiding Principles
Superior Quality Services

ATTACHMENTS

1. Exhibit
2. Agreement located in the Appendix





ITEM 8

SUBJECT: Resolution approving adjustments to the pay ranges contained in the fiscal year 2024 Pay Plan and authorizing the City Manager to implement the updated pay plan

CONTACT: Jim Bowers, Human Resources Director
Kristin Crow, Human Resources Manager

DATE: July 16, 2024

ACTION NEEDED:

Adopt a resolution approving adjustments to the pay ranges contained in the fiscal year (FY) 2024 Pay Plan and authorizing the City Manager to implement the updated pay plan.

PROJECT BACKGROUND/DESCRIPTION:

The City's pay plan is a key component in recruiting and retaining a quality workforce. During FY 2021, staff worked with Lockton Companies, Inc. ("Lockton") to conduct a comprehensive pay study and develop an updated pay plan. In accordance with Governing Body instructions to not fall behind on employee pay, each year since then, we perform an abbreviated pay study to evaluate specific benchmark positions and all pay ranges to ensure they reflect the current job market and are fair and competitive. This effort revealed continued upward pressure in the market and the need to make appropriate adjustments.

Based on this study, Lockton and City staff reviewed the internal equity and market competitiveness of the City's pay plan. The following concepts were used to perform this review:

- Ensuring the pay plan is fair to all employees and maintains internal equity between jobs.
- Using comprehensive and relevant data to review the structure of the pay plan, staff gathered pay data from the same local peer organizations (including Central Jackson County Fire Protection District, Consolidated Fire District No. 2 -- Johnson County, Johnson County, and the cities of Lee's Summit, MO, and the cities of Lawrence, Leawood, Olathe, Overland Park, and Shawnee, KS) used for the 2021 pay plan to do this analysis.
- Structuring changes to the pay plan to remain within the budgetary resources allocated for pay in the FY 2024 Budget.

As a result of this review, staff recommends a 2.5% adjustment to the non-public safety pay grades, (shown as pay grades D - R) and the police and fire pay grades, separating management team pay into two grades (EPS 1 and 2) and targeted adjustments to certain benchmark positions. The resulting pay structure is attached. As a result, all full- and part-time benefited employees will receive an annual increase of 3%, both effective August 1, 2024, and many will receive market pay adjustments based upon the changes to the pay plan described above. In accordance with Section 1-4-C-1 of the City Code, Governing Body members will also receive a compensation increase of 3%, effective August 1, 2024.

Consistent with past practice, the City Manager, or a designee, will determine 2024 allowance payments (i.e., car allowances and technology allowances, etc.) for eligible positions. Allowance rates are unchanged from 2023.

In future years, staff will continue to review relevant pay data annually and recommend any required adjustments to the pay ranges and amounts for annual pay increases. These efforts will help ensure the City's pay plan remains competitive with local peer organizations. Any future pay adjustments are contingent upon Governing Body approval and available budgetary resources.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The approved 2024 budget included 6% or \$2.3 million for market pay adjustments and annual pay increases. The estimated cost of annual pay increases and the market pay adjustments described herein is \$3.3 million. Although this cost exceeds the budget target, sufficient funds are available to implement these changes due to cost savings realized from employee vacancies throughout the first half of 2024.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Thriving Economy

Guiding Principles
Values-based Organizational Culture

ATTACHMENTS

1. Exhibit
2. Resolution

City of Lenexa, Kansas

2024 Pay Plan

<i>Grade</i>	<i>Minimum</i>	<i>Mid-Point</i>	<i>Maximum</i>
D	\$38,655	\$43,506	\$47,541
E	\$40,187	\$45,231	\$50,908
F	\$42,020	\$47,294	\$56,471
G	\$43,569	\$50,508	\$58,553
H	\$47,302	\$54,836	\$63,570
I	\$51,250	\$59,413	\$68,876
J	\$55,661	\$64,526	\$74,803
K	\$60,508	\$70,145	\$81,317
L	\$65,828	\$76,312	\$88,467
M	\$71,705	\$83,126	\$96,365
N	\$78,532	\$91,041	\$105,541
O	\$89,316	\$103,542	\$120,034
P	\$97,997	\$113,606	\$131,700
Q	\$108,140	\$125,363	\$145,331
R	\$116,014	\$134,492	\$155,913
Executive Pay Structure			
	<i>Minimum</i>	<i>Maximum</i>	
1	\$160,000	\$200,000	
2	\$180,000	\$240,000	
Sworn Fire Pay Grades			
<i>Classification</i>	<i>Minimum</i>	<i>Maximum</i>	
Firefighter	\$54,000	\$81,196	
Master Firefighter/Fire Medic	\$72,264	\$86,068	
Firefighter Paramedic	\$75,000	\$95,421	
Fire Lieutenant	\$78,000	\$98,808	
Fire Captain	\$85,000	\$107,675	
Battalion Chief	\$107,500	\$140,263	
Assistant Chief	\$115,000	\$150,049	
Deputy Chief	\$122,500	\$159,834	
Sworn Police Pay Grades			
<i>Classification</i>	<i>Minimum</i>	<i>Maximum</i>	
Police Officer	\$60,150	\$90,443	
Master Police Officer	\$75,938	\$95,870	
Corporal	\$80,000	\$101,342	
Sergeant	\$93,000	\$117,810	
Captain	\$107,500	\$140,263	
Major	\$117,500	\$153,311	
Deputy Chief	\$122,500	\$159,834	

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE FISCAL YEAR
2024 ANNUAL PAY PLAN ADJUSTMENTS.**

WHEREAS, the City of Lenexa (the “City”) takes pride in its outstanding workforce and a comprehensive pay plan is a key component in recruiting and retaining a quality workforce; and

WHEREAS, for the fiscal year 2024 pay plan adjustments, City staff worked with Lockton Companies, Inc. to conduct a pay study and review the City’s existing pay plan, its internal equity, and its market competitiveness; and

WHEREAS, as a result, staff recommends adoption of the fiscal year 2024 pay plan, which includes the following (the “2024 Pay Plan”):

- a. The annual compensation increase will be 3.0% for all eligible employees effective on August 1, 2024;
- b. 2024 pay ranges are established per Exhibit A attached hereto and incorporated by reference. The 2024 pay range changes will be effective August 1, 2024;
- c. Market pay plan adjustment increases for eligible employees will be calculated by Human Resources staff working with Lockton Companies, Inc. and approved by the City Manager. Market pay plan adjustment increases will be effective August 1, 2024;
- d. Consistent with past practice, the City Manager or her designee will determine 2024 allowance payments (i.e., car allowances and technology allowances, etc.) for eligible positions;
- e. Governing Body members will receive a compensation increase of 3.0% effective on August 1, 2024; and

NOW, THEREFORE, be it resolved by the Governing Body of the City of Lenexa, Kansas that:

SECTION ONE: The proposed 2024 Pay Plan as listed above and shown in Exhibit A is hereby approved and the City Manager is authorized to implement the 2024 Pay Plan.

SECTION TWO: This resolution shall become effective immediately upon adoption.

ADOPTED by the Lenexa City Council this 16th day of July, 2024.

SIGNED by the Mayor this 16th day of July, 2024.

CITY OF LENEXA, KANSAS

By: _____
Julie Sayers, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney



ITEM 9

SUBJECT: Resolution approving the possession and consumption of alcoholic liquor during Maps Coffee and Chocolate special event in Old Town Lenexa

CONTACT: Steven Shrout, Assistant City Attorney

DATE: July 16, 2024

ACTION NEEDED:

Adopt a resolution approving the possession and consumption of alcoholic liquor during the Maps Coffee and Chocolate ("Maps") special event in Old Town Lenexa.

PROJECT BACKGROUND/DESCRIPTION:

Maps will sponsor a customer appreciation event in Old Town Lenexa on Friday, August 9, 2024. The boundary of the event, as depicted in the attached map, includes the parking lot in front of the Maps storefront. This parking lot in Old Town is platted as a portion of the public street, Santa Fe Trail Drive.

Pursuant to Kansas law, alcohol may only be consumed on public streets, alleys, roads, sidewalks, or highways if the local governing body has approved the event by resolution and authorized the closure of any applicable streets. A temporary permit for the sale of alcoholic liquor must be issued to each person or organization intending to sell alcoholic liquor at the event. Maps has applied for a Temporary Permit, through the Kansas Department of Revenue - Alcoholic Beverage Control, to sell alcoholic beverages at the event. The event area will be closed to vehicular traffic during the hours of the event as required by state law.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Inviting Places

Guiding Principles
Extraordinary Community Pride

ATTACHMENTS

1. Map
2. Resolution



Maps Coffee & Chocolate Special Event

Special Event Boundaries



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE, POSSESSION, AND CONSUMPTION OF ALCOHOL AT THE MAPS COFFEE & CHOCOLATE SPECIAL EVENT IN OLD TOWN LENEXA.

WHEREAS, Maps Food LLC d/b/a Maps Coffee & Chocolate (“Maps”) has applied for a special event permit for a customer appreciation event (“Special Event”) will take place Friday, August 9, 2024 in Old Town Lenexa; and

WHEREAS, Maps intends to provide and sell alcohol at the Special Event for consumption on the premises, including consumption on certain public streets, roads and sidewalks closed to vehicular traffic; and

WHEREAS, pursuant to K.S.A. 41-719, alcohol may be consumed on public streets, alleys, roads, sidewalks or highways as part of an event, so long as the governing body has approved the event and authorized the closure of any applicable streets to vehicular traffic during the special event; and

WHEREAS, in accordance with K.S.A. 41-719, the City desires to close certain streets, alleys, roads and sidewalks within the boundaries depicted on Exhibit A, attached hereto and incorporated herein by reference, to vehicular traffic and to allow the consumption of alcohol within said boundaries during the Special Event.

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

SECTION ONE: In accordance with K.S.A. 41-719, the Governing Body hereby authorizes the consumption of alcoholic liquor on public streets, alleys, roads, sidewalks or highways that are closed to vehicular traffic as part of the Special Event.

SECTION TWO: The Governing Body hereby authorizes Maps Food LLC d/b/a Maps Coffee & Chocolate (“Maps”) to provide and sell alcohol at the Special Event provided Maps first obtains the required approvals from the State of Kansas, Division of Alcoholic Beverage Control.

SECTION THREE: The Governing Body hereby authorizes the closure of the following street to vehicular traffic during the Special Event:

- The portion of the parking lot, which is platted as a part of Sante Fe Trail Drive, as depicted in Exhibit A attached hereto and incorporated herein by reference.

The street is anticipated to close at 5:00 p.m. on Friday August 9, 2024 and re-open at 11:00 p.m. on Friday, August 9, 2024.

SECTION FOUR: The boundaries of the Special Event, within which alcoholic liquor may be possessed or consumed, shall be as designated on the attached Exhibit A. Maps or designee will mark the boundaries of the approved event area by signs, a posted map, or other means that will reasonably identify the area in which alcoholic liquor may be possessed or consumed.

ADOPTED by the City Council July 16, 2024.

SIGNED by the Mayor July 16, 2024.

CITY OF LENEXA, KANSAS

Julie Sayers, Mayor

ATTEST:

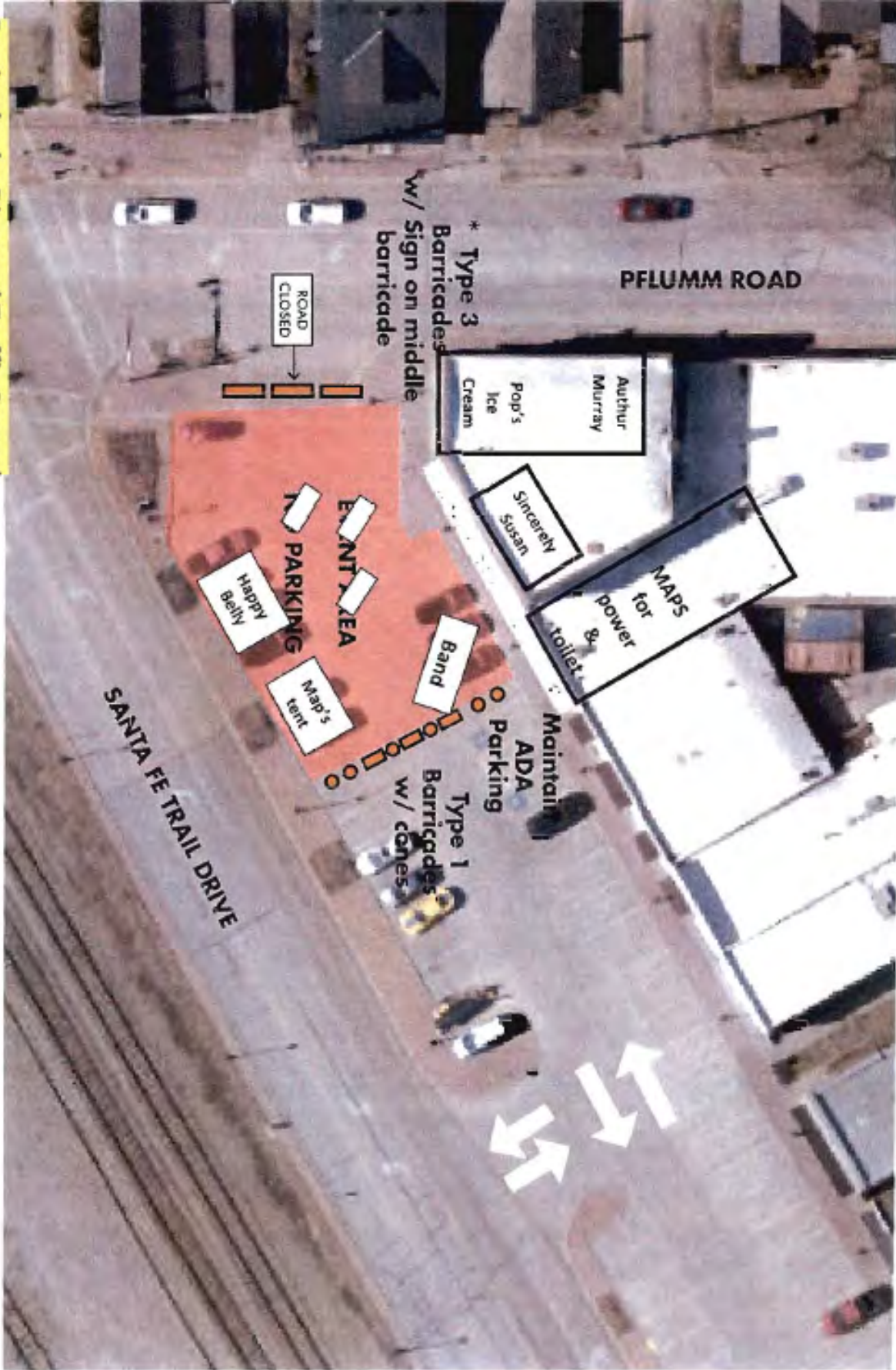
Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Steven D. Shrout, Assistant City Attorney

Exhibit A – Maps Coffee & Chocolate Special Event
Friday, August 9, 2024

* Barricades by Diamond Traffic Control





ITEM 10

SUBJECT: Resolution authorizing staff to publish notice of a proposed trade of certain parkland in the vicinity of Prairie Star Parkway & Mize Road

CONTACT: Beccy Yocham, City Manager
Logan Wagler, Parks & Recreation Director

DATE: July 16, 2024

ACTION NEEDED:

Adopt a resolution authorizing staff to publish notice of a proposed trade of certain parkland in the vicinity of Prairie Star Parkway & Mize Road.

PROJECT BACKGROUND/DESCRIPTION:

A development group ("Developer") is pursuing a residential development west of Mize Road, north of Prairie Star Parkway, east of Cedar Niles Road, and south of 91st Street. The City owns approximately 60 acres of parkland in this area. The Developer approached staff with a request to acquire portions of the City parkland (approximately 16 acres). In exchange, the Developer proposes to give the City portions of private property that would otherwise be part of the development (approximately 28 acres). The attached map depicts the proposed property exchange. The City would receive a net increase in parkland of approximately 12 acres.

Staff believe this exchange is beneficial to both the City and the Developer as it better meets the needs of the proposed private development and the City acquires land that the Parks & Recreation Department believes will provide land that is larger in area, is more suitable for park development, and integrates better into the proposed future neighborhood.

To commence the process of trading parkland, staff is seeking approval to publish notice of the proposed trade. While the City would actually gain parkland acreage if this trade is ultimately approved, state law requires that the City publish notice of the proposed disposal of existing parkland in the official City newspaper once a week for two consecutive weeks. Thereafter, a thirty-day protest period will follow. If a protest petition signed by not less than 10% of the electors who voted in the last preceding regular city election (fall 2023) is filed with the City Clerk, the City would not be able to complete the trade before submitting the question to a referendum. If no protest petition is filed within the protest period, the trade may proceed.

Other land development entitlements - including rezoning, platting, development planning, etc. - must be pursued and concluded by the Developer prior to any property exchange being finalized.

STAFF RECOMMENDATION:

Adopt the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

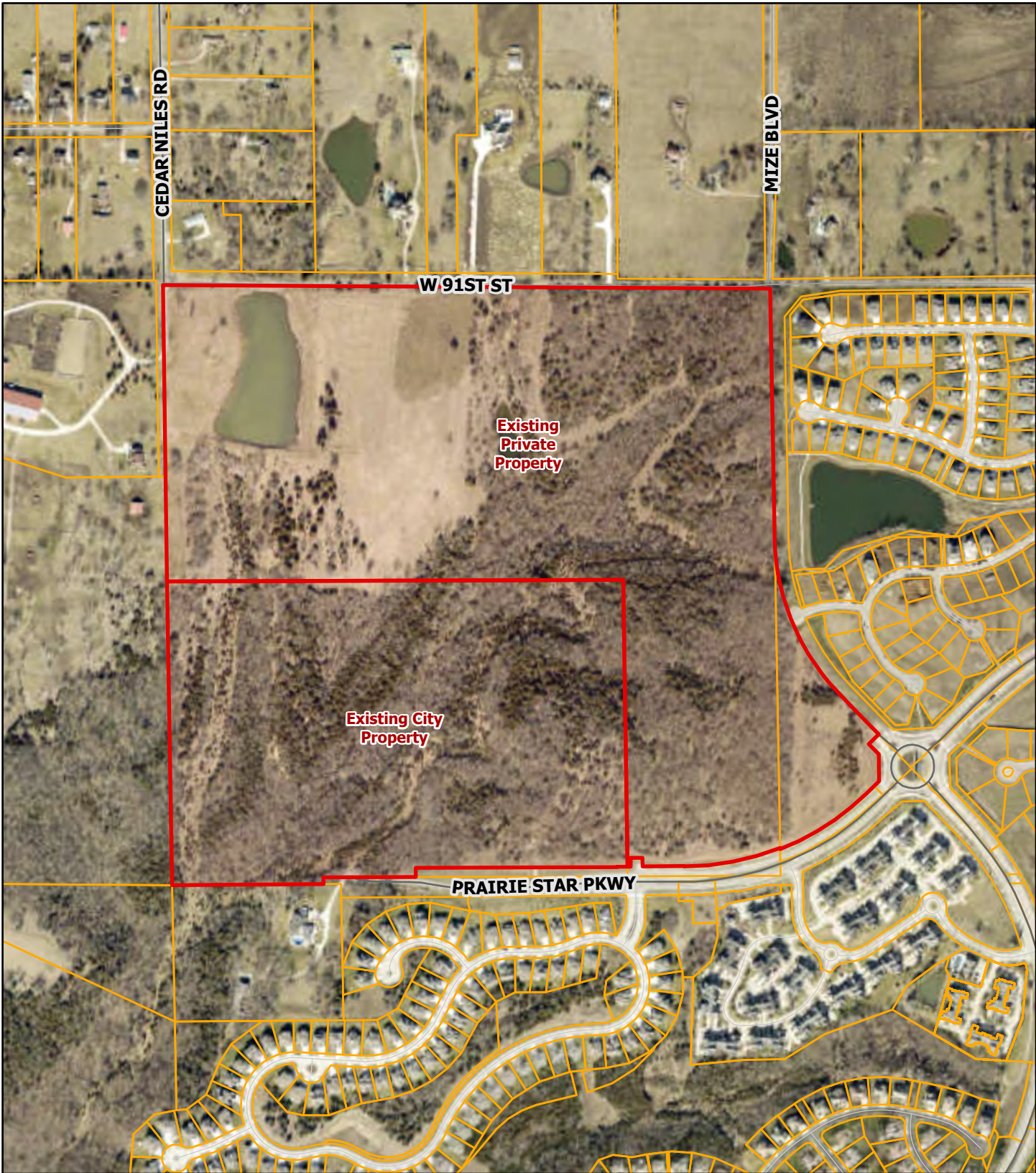
Inviting Places
Vibrant Neighborhoods

Guiding Principles

Extraordinary Community Pride
Responsible Economic Development

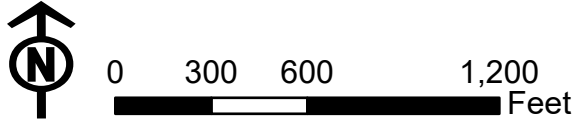
ATTACHMENTS

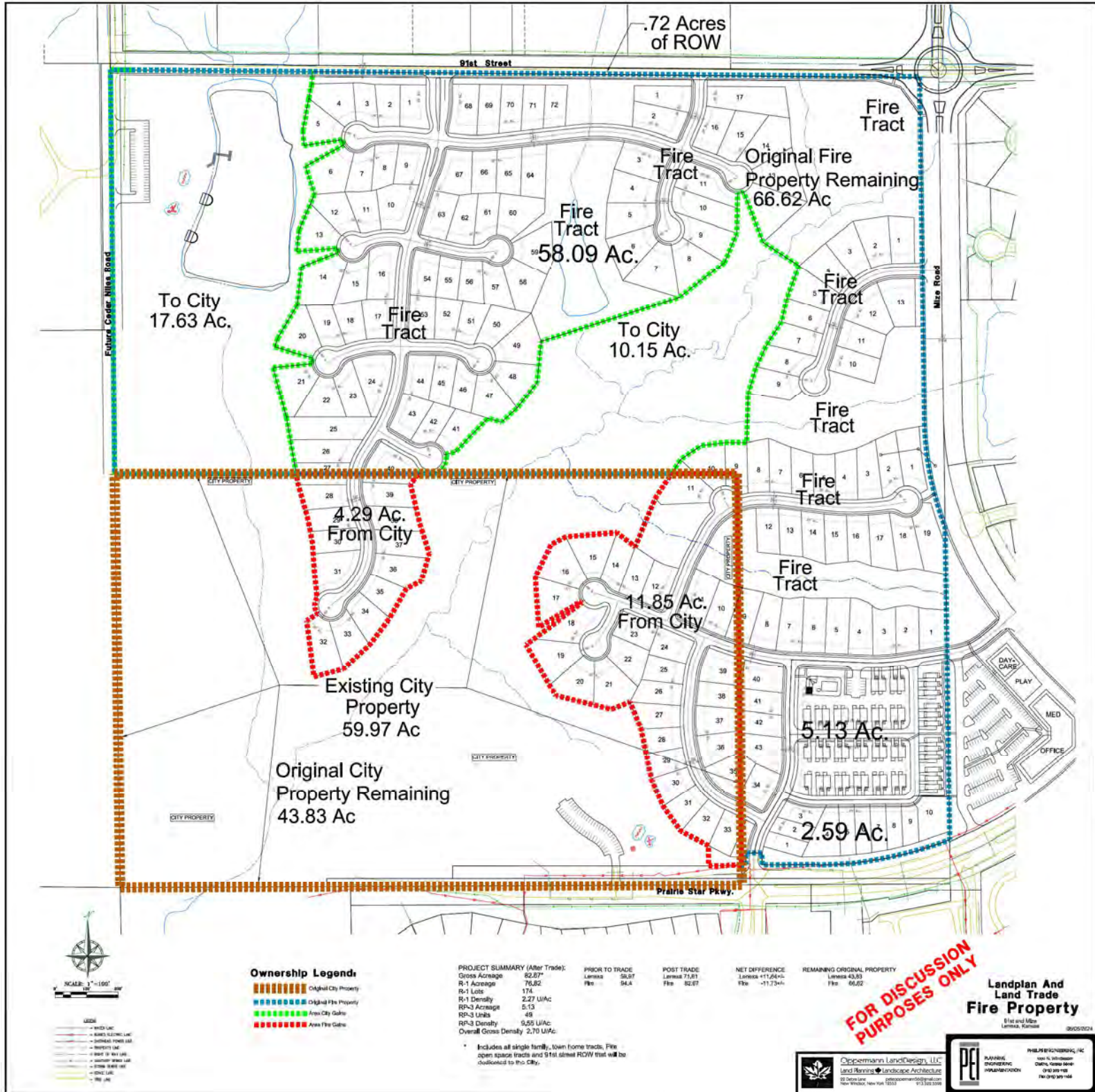
1. Map
2. Exhibit
3. Resolution



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

Parkland Trade





RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CITY STAFF TO PUBLISH NOTICE OF THE PROPOSED TRADE OF PUBLIC PARK PROPERTY IN THE VICINITY OF THE NORTHEAST CORNER OF THE FUTURE INTERSECTION OF PRAIRIE STAR PARKWAY AND CEDAR NILES ROAD.

WHEREAS, the City owns an approximately 60 acre parcel of land located in the northeast corner of the future intersection of Prairie Star Parkway and Cedar Niles Road that is intended to be used as park land; and

WHEREAS, a development group (“Developer”) is under contract to purchase approximately 96 acres of property in the southwest corner of 91st Street and Mize Road to develop a residential subdivision;

WHEREAS, Developer desires to obtain two parcels of land totaling approximately 16 acres, more or less, of the City owned park land for its development, as depicted in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, in exchange, Developer has offered to convey to the City multiple parcels of land being purchased by Developer, which totals approximately 28 acres, more or less, as depicted in Exhibit A, to be added to the City’s park land; and

WHEREAS, pursuant to K.S.A. 12-1301, the City is required to first publish notice of the proposal in the official City newspaper, and to allow time in the event a protest petition is filed.

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby authorize staff to publish notice of the proposed trade of property in accordance with applicable law.

SECTION TWO: This resolution shall become effective upon passage.

ADOPTED by the City Council on July 16, 2024.

SIGNED by the Mayor on July 16, 2024.

[SEAL]

Julie Sayers, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Steven Shrout, Assistant City Attorney



ITEM 11

SUBJECT: Resolution calling for a public hearing on September 3, 2024 to consider exceeding the revenue neutral property tax rate and a public hearing on September 3, 2024 to consider the fiscal year 2025 annual budget

CONTACT: Nate Blum, Chief Financial Officer

DATE: July 16, 2024

ACTION NEEDED:

Adopt a resolution calling for a public hearing on September 3, 2024 to consider exceeding the revenue neutral property tax rate and calling for a public hearing on September 3, 2024 to consider the fiscal year (FY) 2025 annual budget.

PROJECT BACKGROUND/DESCRIPTION:

The Governing Body began its review of the FY 2025 budget at the June 25, 2024 Committee of the Whole meeting. During this meeting, staff recommended setting the public hearing for the intent to exceed the revenue neutral property tax rate and the public hearing for the FY 2025 budget on August 20, 2024. Due to a conflict with Johnson County's meeting on that date, the meeting is being set for September 3, 2024.

According to state law, the revenue neutral rate is the tax rate required to raise the same amount of property tax revenue as the prior year, using current year's assessed valuation amounts. The estimated property tax rate for the FY 2025 budget is 26.970 mills, which exceeds the revenue neutral rate of 25.872 mills as calculated by Johnson County, KS. However, the estimated property tax rate of 26.970 mills is 0.500 mills lower than the FY 2024 budget mill levy of 27.470 mills.

The revenue neutral tax rate does not account for new growth within the City or inflationary costs for goods and services. The estimated increase to the city's assessed valuation due to new improvements is \$18.4 million in the FY 2025 budget. With this new growth comes an increased demand for City services - including new roads and bridges, fire protection, police protection, public parks and trails, snow and ice removal, and community standards enforcement. Additionally, the City's costs for providing the same goods and services have increased each year due to inflation. In 2022, the inflation rate across the country peaked as high as 9% and is currently around 3.3%. With the revenue neutral tax rate capping the City's property tax revenue to prior year levels, the City would not be able to provide the same level of services going forward.

The proposed total budget for FY 2025 is \$246.7 million, which includes \$168.3 million for estimated expenses and \$78.4 million for estimated ending reserve balances as of December 31, 2025. At this point in the budget process, the Governing Body is not obligated to set the estimated property tax rate above the revenue neutral rate or to approve the total budget as proposed. Instead, this resolution authorizes staff to submit the required public hearing notices for publication and sets the public hearing date for September 3, 2024.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

Publication of this resolution will establish the maximum budget amount and property tax levy for the FY 2025 budget. The Governing Body cannot increase the budget amount or property tax levy after publication.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Thriving Economy

Guiding Principles
Prudent Financial Management

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY OF LENEXA, KANSAS REGARDING THE GOVERNING BODY'S INTENT TO LEVY A PROPERTY TAX EXCEEDING THE REVENUE NEUTRAL RATE; SETTING A PUBLIC HEARING ON SEPTEMBER 3, 2024, AT 7:00 P.M. OR AS SOON THEREAFTER AS MAY BE HEARD TO CONSIDER EXCEEDING THE REVENUE NEUTRAL RATE; AND SETTING A PUBLIC HEARING ON SEPTEMBER 3, 2024, AT 7:00 P.M. OR AS SOON THEREAFTER AS MAY BE HEARD TO CONSIDER THE FISCAL YEAR 2025 ANNUAL BUDGET FOR THE CITY OF LENEXA, KANSAS.

WHEREAS, the Revenue Neutral Rate for the City of Lenexa was calculated as 25.872 mills by the Johnson County Clerk; and

WHEREAS, the Fiscal Year 2025 budget proposed by the Governing Body of the City of Lenexa will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body intends to hold a hearing and hear testimony from all interested taxpayers desiring to be heard as required by state law.

WHEREAS, pursuant to K.S.A. 79-2929, the Governing Body is required to conduct a public hearing prior to the adoption of its annual budget for the purpose of answering and hearing objections of taxpayers relating to the proposed budget and for the purpose of considering amendments to such proposed budget; and

WHEREAS, the Governing Body is required to give at least ten (10) days notice of the time and place of the meeting on the City's website and by publication in a weekly or daily newspaper of the county having a general circulation therein including the proposed tax rate and the proposed budget, which will set out all essential items in the budget.

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

SECTION ONE: The Governing Body of the City of Lenexa, Kansas does hereby set a public hearing to be held on September 3, 2024 at 7:00 p.m., or as soon thereafter as it may be heard, in the Community Forum at Lenexa City Hall, 17101 W. 87th Street Parkway, Lenexa, Kansas regarding the City's intent to exceed the revenue neutral rate as defined by Kansas state law.

SECTION TWO: The Governing Body of the City of Lenexa, Kansas expresses its intention to exceed the revenue neutral rate of 25.872 mills calculated by the Johnson County Clerk and to levy a proposed property tax mill rate of 26.970 mills for fiscal year 2025.

SECTION THREE: The City does hereby set a public hearing on the proposed fiscal year 2025 annual City budget to be held on September 3, 2024 at 7:00 p.m., or as soon thereafter as it may be heard, in the Community Forum at Lenexa City Hall, 17101 W. 87th Street Parkway, Lenexa, Kansas.

SECTION FOUR: The City Clerk of the City of Lenexa, Kansas is hereby directed to provide at least ten (10) days' notice of the time and place of each hearing on the City's website and by publication in a weekly or daily newspaper of Johnson County, Kansas having general circulation therein.

SECTION FIVE: The notice to be published shall include the proposed fiscal year 2025 tax rate of 26.970 mills, the revenue neutral rate of 25.872 mills, and the proposed budget, which shall set out all essential items on the special publication form provided by the state.

SECTION SIX: The City Clerk of the City of Lenexa, Kansas to is hereby directed to provide this resolution to the Johnson County Clerk, on or before July 20, 2024, as notice of the City's proposed intent to exceed the Revenue Neutral Rate and provide the date, time, and location of the public hearing.

SECTION SEVEN: The proposed fiscal year 2025 Budget will be available for viewing on the City's official website prior to the scheduled hearing date.

SECTION EIGHT: This Resolution shall become effective upon adoption.

ADOPTED by the City Council this 16th day of July, 2024.

SIGNED by the Mayor this 16th day of July, 2024.

CITY OF LENEXA, KANSAS

[SEAL]

Julie Sayers, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney

APPENDIX

PERMANENT SIDEWALK EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **SHAWNEE MISSION SCHOOL DISTRICT USD 512**, Johnson County, Kansas, hereinafter referred to as Grantor, does hereby grant, convey and sell to the **CITY OF LENEXA**, Johnson County, Kansas, hereinafter referred to as Grantee, a municipal corporation, its successors and assigns, a Permanent Sidewalk Easement over, under, and through the following described real estate, for the sum of One Dollar (\$1.00) and/or other valuable consideration, the receipt of which is hereby acknowledged.

TO WIT:

A part of Lot 1, MILL CREEK ELEMENTARY SCHOOL a subdivision of land in the City of Lenexa, Johnson County, Kansas according to the recorded plat thereof, more particularly described by Wayne E. Malnicof, Kansas PS-1239, February 11, 2024, as follows:

The North 5.00 feet of the West 260.00 feet of said Lot 1. Containing 1300 square feet, more or less.

The above described permanent sidewalk easement is to be used to locate, build, construct, maintain and repair for public access and walkway including all appurtenances thereto. The construction, maintenance and repairs to the above stated public access and walkway may result in grade changes.

Grantor agrees and understands that the Grantee is under no obligation to routinely maintain or repair the public access and walkway facilities placed within the limits of this easement, and in no event shall this easement be construed to impose any such obligation on the Grantee.

Grantor agrees it will not construct, plant or cause to be placed within the limits of this easement any obstacle of a permanent nature. If any obstacle or thing is placed within the limits of this easement by the Grantor, its representative or agent, the Grantor will in no way hold the Grantee or its assigns liable for any damage done thereto during any period of construction, maintenance or repair to the same sidewalk easement.

Grantor hereby agrees and understands that it is not being relieved of any present tax liability by the granting of this easement.

Grantor, its 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 Permanent Sidewalk Easement shall run with the land, is binding upon the heirs, executors, administrators, successors and assigns of Grantor, and shall apply to all

interests now owned or hereafter acquired to the Permanent Sidewalk Easement. It shall be filed of record with the Register of Deeds, Johnson County, Kansas

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties above named have hereunto set their hands this 24 day of June, 2024

GRANTOR:

By: Mary Sinclair

Name: Mary Sinclair

Title: Board President

ACKNOWLEDGMENT

STATE OF KANSAS

]ss.

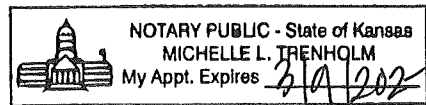
COUNTY OF JOHNSON

BE IT REMEMBERED, that on this 24 day of June, 2024 before me the undersigned, a Notary Public in and for said County and State, came Mary Sinclair, who is known to me to be the same person, or whose identity I verified on the basis of credible evidence presented, who executed the within instrument of writing, and duly acknowledged the execution of same.

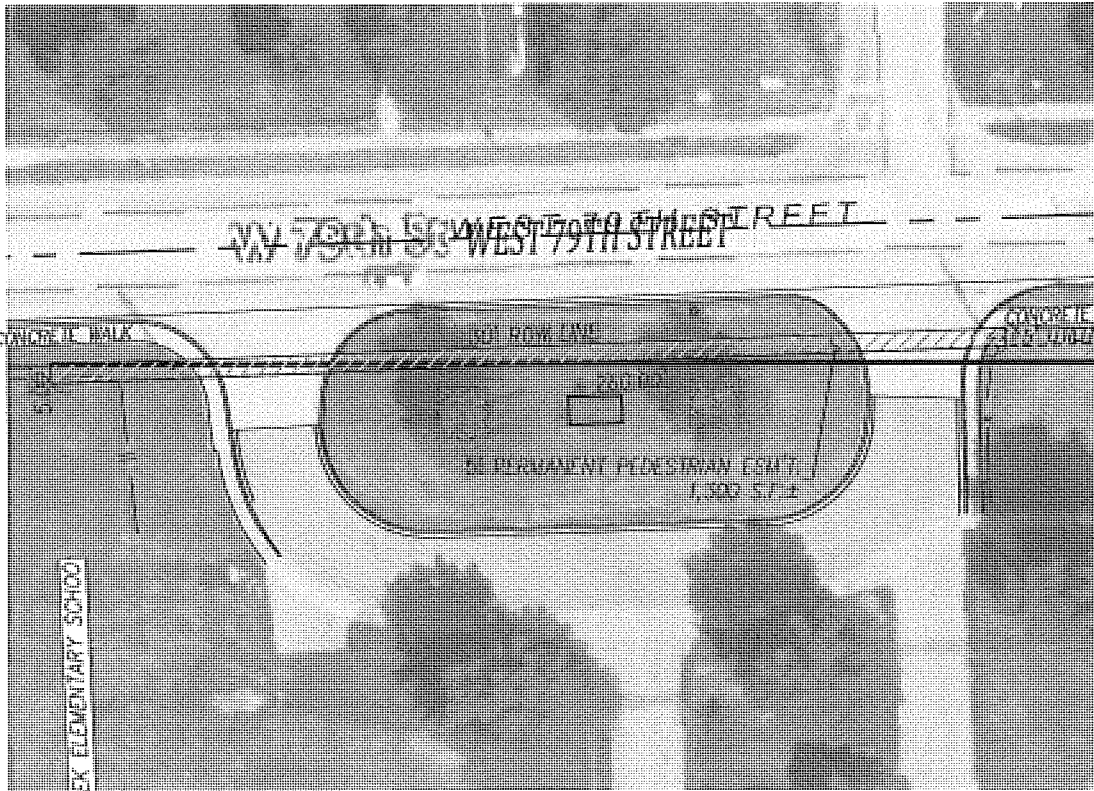
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Michelle L. Trenholm
Notary Public

My appointment Expires: 3/9/2027



EASEMENT EXHIBIT



W. LINE LOT 1, MILL CREEK ELEMENTARY SCHOOL

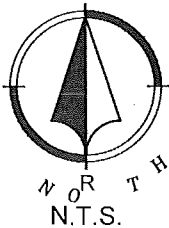
LOT 1, MILL CREEK ELEMENTARY SCHOOL
 JOCO PARCEL ID: IP47950000 0001
 OWNER: UNIFIED SCHOOL DIST #512
 13951 W. 79TH STREET
 LENEXA, KANSAS

LEGEND

- PEDESTRIAN EASEMENT
- UTILITY EASEMENT
- STREET CENTERLINE

I HEREBY CERTIFY THAT THIS TRACT EXHIBIT
 AND LEGAL DESCRIPTION WAS PREPARED BY
 ME OR UNDER MY DIRECT SUPERVISION.

24-3003



PERMANENT SIDEWALK
EASEMENT EXHIBIT

**Renaissance
Infrastructure
Consulting**

132 Abbie Avenue
Kansas City, Kansas 66103

913.317.9500
www.ricconsult.com

Sheet 2 of 2

Mar 26, 2024 12:31 pm
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City of Lenexa
Project No.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that SHAWNEE MISSION SCHOOL DISTRICT USD 512, its heirs, successors and assigns, hereinafter referred to as Grantor, owner of real property herein described, does hereby grant, convey and sell to the **CITY OF LENEXA**, Johnson County, Kansas, hereinafter referred to as Grantee, a municipal corporation, its successors and assigns, a Temporary Construction Easement over, under, and through the following described real estate, for the sum of One Dollar (\$1.00) and/or other valuable consideration, the receipt of which is hereby acknowledged.

TO WIT:

A part of Lot 1, MILL CREEK ELEMENTARY SCHOOL a subdivision of land in the City of Lenexa, Johnson County, Kansas according to the recorded plat thereof, more particularly described by Wayne E. Malnicof, Kansas PS-1239, February 12, 2024, as follows:

The South 10.00 feet of the North 15.00 feet of the West 260.00 feet of said Lot 1. Containing 2600 square feet, more or less.

The above described temporary construction easement is to be used for locating, constructing, improving, reconstructing and maintaining streets, driveways, sidewalks, curbs and gutters, storm drainage facilities, utilities, grading, landscaping and other necessary work, including the storage of materials, the operation of equipment, and the movement of a work force, over, upon and across the described easement, together with the right of ingress and egress.

The Grantee agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

This Temporary Easement shall commence upon the date it was executed and shall expire on _____.

This Temporary Construction Easement shall run with the land, is binding upon the heirs, executors, administrators, successors and assigns of Grantor, and shall apply to all interests now owned or hereafter acquired to the Temporary Construction Easement. It shall be filed of record with the Register of Deeds, Johnson County, Kansas

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

IN WITNESS WHEREOF, the parties above named have hereunto set their hands this 24 day of JUNE, 2024

[Remainder of page intentionally blank. Signature page(s) follow.]

GRANTOR:

By: Mary Sinclair

Name: Mary Sinclair

Title: Board President

ACKNOWLEDGMENT

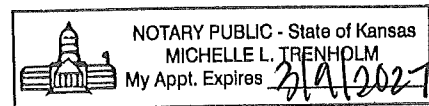
STATE OF Kansas]
COUNTY OF Johnson] ss.

BE IT REMEMBERED, that on this 24 day of JUNE, 2024, before me the undersigned, a Notary Public in and for said County and State, came [Name] Mary Sinclair, in such person's capacity as the [Title] Board President of Cherokee Mission School District company, who is known to me to be the same person, or whose identity I verified on the basis of credible evidence presented, who executed the within instrument of writing, and duly acknowledged the execution of same.

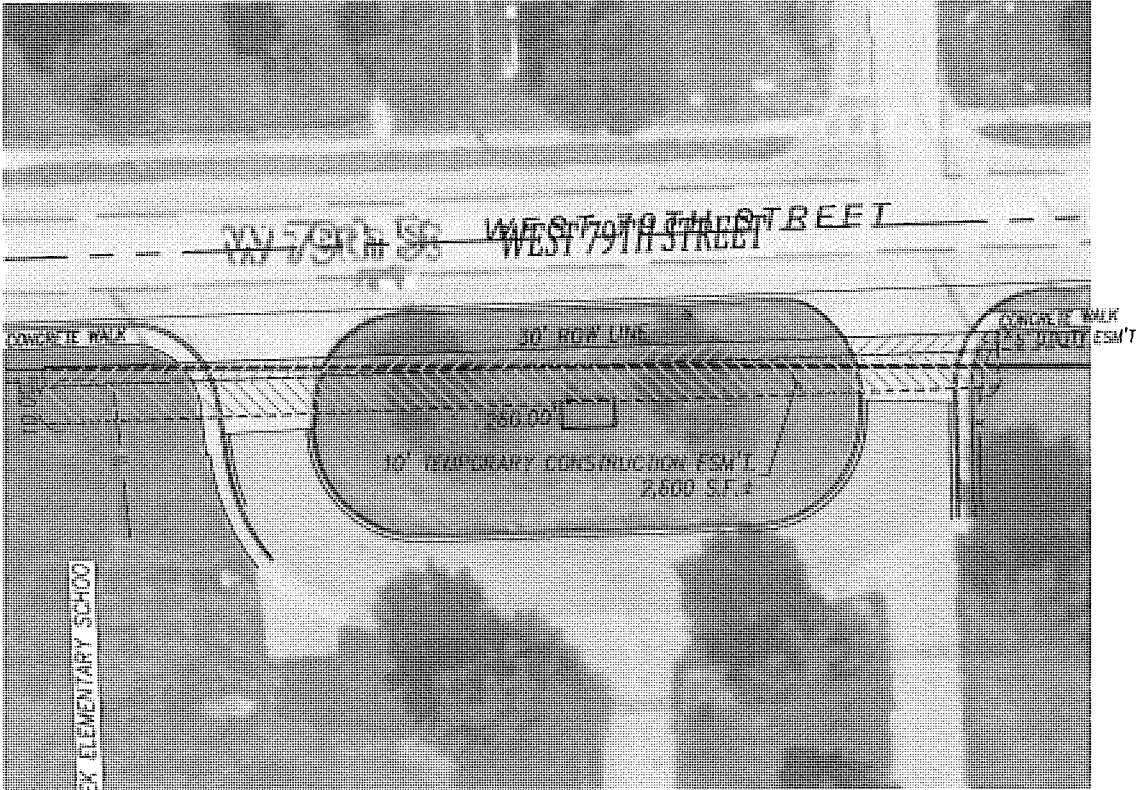
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Michelle L. Trenholm
Notary Public

My appointment Expires: 3/19/2027



EASEMENT EXHIBIT



W. LINE LOT 1, MILL CREEK ELEMENTARY SCHOOL

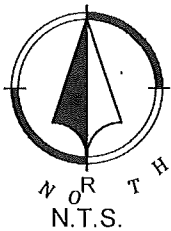
LOT 1, MILL CREEK ELEMENTARY SCHOOL
 JOCO PARCEL ID: 1P47950000 0001
 OWNER: UNIFIED SCHOOL DIST #512
 13951 W. 79TH STREET
 LENEXA, KANSAS

LEGEND

PEDESTRIAN EASEMENT	
TEMP. CONST. EASEMENT	
UTILITY EASEMENT	
STREET CENTERLINE	

I HEREBY CERTIFY THAT THIS TRACT EXHIBIT
 AND LEGAL DESCRIPTION WAS PREPARED BY
 ME OR UNDER MY DIRECT SUPERVISION.

24-3003



TEMPORARY CONSTRUCTION
 EASEMENT EXHIBIT



**Renaissance
 Infrastructure
 Consulting**

132 Altbio Avenue
 Kansas City, Kansas 66103

913.381.7960
 www.ricconsult.com

Sheet 2 of 2

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PURCHASE AGREEMENT

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

1. Definitions.

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

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

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

4. **Purchase and Payment.** The Customer agrees to purchase the Product pursuant to the terms as specified on Exhibit A for the total purchase price of ~~\$1,198,892.77~~ ("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 ~~47.5~~ months of the Effective Date of this Agreement. The Customer is responsible for taking delivery of product directly from the Company and risk of loss transfers to the Customer upon an authorized Customer representative acknowledging product delivery. (b) **Inspection and Acceptance.** Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications as set forth in the Company Proposal, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to

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

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

Company:

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

Customer:

THE CITY OF LENEXA, 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, 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 and attached Exhibits A thru C shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

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

Accepted and agreed to:

COMPANY: Conrad Fire Equipment, Inc.

CUSTOMER: _____

Name: Karl Schulte

Name: _____

Signature: [Handwritten Signature]

Signature: _____

Title: Vice President - SALES

Title: _____

Date: 7-9-24

Date: _____

Reviewed & Approved
City Legal Dept.

July 10 20 24
By MacKenzie Hansen
Title Deputy City Attorney

**EXHIBIT A
PURCHASE DETAIL FORM
Company**

Date: 7/9/2024

Customer Assignee: THE CITY OF LENEXA, KS

Quantity	Chassis Type	Body Type	Price per Unit
1	PIERCE VELOCITY	PUMPER	\$ 1,198,892.77
			\$
			\$
			\$

Warranty Period:

ALL STANDARD PIERCE WARRANTIES ARE LISTED IN THE PROPOSAL DOCUMENT.

Training Requirements:

BASIC ORIENTATION

TRAINING WILL BE PROVIDED BY

CONRAD FIRE EQUIP.

Trade-in Credit:

N/A

Pre-payment discount:

N/A

Payment Terms:

FULL PAYMENT WILL BE MADE AT TIME OF PRODUCT DELIVERY AND \$1,198,892.77 WILL BE DUE AT THAT TIME.

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

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

**EXHIBIT B
WARRANTY**

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

EXHIBIT C
COMPANY PROPOSAL

ONE OR MORE PIERCE VELOCITY PUMPER AS SPECIFIED IN THE PIERCE MANUFACTURING
PROPOSAL, BID NO. 236 DATED 7/9/24.



Apparatus Quote

Customer Name: **THE CITY OF LENEXA, KS**

Sales Rep: **KARL SCHULTZ**

Submitted Date: **7/9/24**

Expiration Date: **7/31/24**

Apparatus Detail

Qty.	Description	Price
1	PIERCE VELOCITY PUMPER	\$ 1,198,892.77

Quote Bid No: **236**

Quote Doc Date: **7/9/24**

Performance Bond: **NO**

Warranty Period: **Standard**

Estimated Build Time: **47.5 MO**

Payment Options

OPTION 1 (with Pre-Payment Discount)

Apparatus Purchase Price	\$ 1,198,892.77
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 1,198,892.77
Pre-Payment Discount	\$ 0.00
Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 0.00
Options	\$ 0.00
Due Upon Order	\$ 1,198,892.77

OPTION 2 (w/o Pre-Payment Discount)

Apparatus Purchase Price	\$ 1,198,892.77
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 1,198,892.77
Pre-Payment Discount	N/A
Extrication Rescue Tools*	\$ 0.00
Loose Equipment*	\$ 0.00
Options	\$ 0.00
Due Upon Delivery	\$ 1,198,892.77

Payment Terms

OPTION 1 PRICING IS AVAILABLE UPON REQUEST.
OPTION 2 PRICING IS BASED ON FULL PAYMENT BEING
MADE AT TIME OF PRODUCT DELIVERY.

Notes

This quote with its attached provisions and apparatus specifications are accepted by:

Name

Signature

Date

APPARATUS QUOTE PROVISIONS

This Quote (together with all attachments referenced herein), as provided by CONRAD FIRE EQUIPMENT, INC (Company) to the referenced Customer (Customer) includes the following terms and conditions and attached product specifications as hereby acknowledged by the Company and the Customer. The terms herein shall be applicable to the sale related to this quote and effective upon the Parties pursuant to the Customer's acceptance of this quote and/or the Customer's issuance of an official purchase order or the execution of a related contract between the parties, which shall expressly incorporate these provisions by referencing the date and bid number of this quote.

1. Specification 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.
2. Commercial Chassis Pricing Changes. Pricing for commercial chassis provided by manufacturers other than Pierce (e.g., Kenworth, International, Peterbilt, etc.) may be subject to change subsequent to an order being placed as determined by the commercial chassis manufacturer. To the extent practicable, Company will document any such updated price for the Customer's approval before proceeding and provide an option to cancel the order.
3. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. To the extent this provision results in a price increase to the Customer for the order associated with this quote, the Company will notify the Customer in writing of such price increase for the Customer's approval before proceeding with the order; in lieu of proceeding with the order, the Customer may cancel the associated order without penalty by providing the Company written cancellation within 30-Days of receiving the price increase notice pursuant to this provision.
4. Payments. Pre-payment discounts are based on purchase price at time of order and are not subject to change. Any outstanding balance related to an order is due upon product delivery. All taxes, excises and levies that Company may be required to pay or collect for any reason shall be for the account of the Customer and shall be added to the Purchase Price. 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. 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].
5. Cancellation/Termination. In the event this associated order is canceled or terminated by the Customer before completion for any reason other than that directly related to and allowed per the provisions of Paragraph 3 above, 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.
6. Delivery and Custody. Delivery of the Product is scheduled to be within the production timeline specified herein following the Effective Date of this Agreement. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract and is an approximation based on current information. Delivery updates will be made available and a final firm delivery date will be provided once established. 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. Payment shall be rendered according to the payment terms herein.
7. Governing Law and 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.
8. 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.
9. 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.