



## Agenda

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

**MAY 2, 2023  
7:00 PM  
COMMUNITY FORUM**

**CALL TO ORDER** Pledge of Allegiance

**ROLL CALL**

**APPROVE MINUTES** April 18, 2023 City Council meeting draft minutes (located in the Appendix)

**MODIFICATION OF  
AGENDA**

**PROCLAMATIONS** Emergency Medical Services Week May 21-27  
Building Safety Month

**PRESENTATIONS** Legislative update - Federico//Duerst

**CONSENT AGENDA** **Item Numbers 1 through 11**  
All matters listed within the Consent Agenda have been distributed to each member of the Governing Body for review, are considered to be routine, and will be enacted by one motion with no separate discussion. If a member of the Governing Body or audience desires separate discussion on an item, that item may be removed from the Consent Agenda and placed on the regular agenda.

1. Award a contract to K&W Underground for the 2023 Fiber Optics and Conduit Installation Project

*New fiber will be installed in an existing conduit along Pflumm Road from Fire Station 1 to College Boulevard for the City's communication network, as well as in the main trunk line along Prairie Star Parkway to increase capacity at Fire Station 3. Staff recommends waiving the sealed bid process and contracting with K&W Underground because of their familiarity with the system. The total contract amount is \$156,694.90.*

2. Award a bid to Total Electric for the Prairie Star Parkway & Lone Elm Road Intersection Improvements Project

*Increased traffic in this area warrants the installation of a traffic signal at the intersection of Prairie Star Parkway & Lone Elm Road. Total Electric bid \$516,143.02 to construct the improvements.*

3. Award a bid to Superior Bowen Asphalt for the 2023 Pavement Management Program - County Assistance Road System Mill and Overlay Project

*This project treats the segment of 87th Street Parkway from Maurer Road to Pflumm Road with a 2-inch mill and overlay. Work also includes replacing deteriorated curb and gutter and sidewalk panels as needed. Superior Bowen bid \$1,517,800.80 to perform the work.*

4. Award a bid to Morgan Contractors, Inc. for the Pavement Markings Improvement Project - 87th Street Parkway & I-435 Intersection and Quivira Road (87th Street Parkway to 75th Street)

*This project installs the permanent pavement markings for the 87th Street & I-435 Intersection Improvement Project and the Quivira Road from 87th Street to 75th Street Improvements Project. Morgan Contractors, Inc. bid \$117,325 to perform the work.*

5. Award a bid to McAnany Construction for the 83rd Street & Monticello Road Intersection Improvement Project

*This project constructs traffic signal and intersection improvements at 83rd Street & Monticello Road, as well as a mill and overlay along 83rd Street from K-7 Highway to Valley Road. McAnany Construction bid \$1,878,964.95 to perform the work.*

6. Acceptance of the Enclave at Manchester Park, 1st Plat public improvements for maintenance

*This project constructed public street, storm, and streetlight improvements west of 101st Street & Lone Elm Road in the Enclave at Manchester Park subdivision. The work was funded by private development.*

7. Resolution authorizing the Mayor to forward the City's 2024-2028 application for the County Assisted Road System program to the Johnson County Board of County Commissioners

*Annually, the City applies for funding assistance from the County Assisted Road System (CARS) program. Staff is requesting approval to submit the 2024-2028 application to Johnson County. The CARS program provides funding to local communities to assist with collector and arterial street improvements.*

8. Resolution authorizing the sale of conduit on the 95th Street bridge over I-435 and on the Prairie Star Parkway bridge over the BNSF railroad tracks to Evergy Metro, Inc.

*Evergy Metro, Inc. is interested in purchasing a conduit on the 95th Street bridge over I-435 and two conduits on the Prairie Star Parkway Bridge over the BNSF railroad from the City for \$47,774.*

9. Resolution approving an amendment to the Disposition and Development Agreement with Alto Lenexa Apartments, LLC extending the time for performance

*The developer has requested additional time to commence and complete construction of the multi-family component of the Project Plan 5 mixed-use plan at the southeast corner of Prairie Star Parkway & Ridgeview Road. The proposed amendment grants the developer an extension of time for performance until December 31, 2023 to commence construction, as well as until June 30, 2026 to substantially complete the project.*

10. Resolution authorizing the execution of documents in connection with the assignment and assumption of base lease, lease, and payment in lieu of tax agreement, and transfer of the bonds, related to the City's industrial revenue bonds Series 2022 (Lenexa Logistics Centre North Phase II - Building 5)

*The City has received a request to consent to the assignment and assumption of the base lease, lease, and payment in lieu of tax agreement for Lenexa Logistics Centre North - Building 5 to LLCN 5, LLC.*

11. Ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation for the construction of the 87th Street Parkway Median and Mixed-Use Trail Improvements Project

*This ordinance authorizes City staff and its acquisition counsel to file a condemnation petition with the district court to acquire the necessary property interests for the construction of the 87th Street Parkway Median and Mixed-Use Trail Improvements Project.*

## END OF CONSENT AGENDA

### NEW BUSINESS

None

### COUNCILMEMBER REPORTS

### STAFF REPORTS

12. Electric Vehicle Charging Station Pilot Project Update

**END OF RECORDED SESSION**

**BUSINESS FROM FLOOR**

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

**EXECUTIVE SESSION**

13. Conduct the City Manager annual performance review as permitted by the non-elected personnel matter exception (K.S.A. 75-4319(b)(1))

**ADJOURN**

**APPENDIX**

14. April 18, 2023 City Council meeting draft minutes
15. Emergency Medical Services Week Proclamation
16. Building Safety Month Proclamation
17. Item 8 -- Conduit Purchase Agreement
18. Item 12 -- EV Charging Stations Presentation

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

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



**CITY COUNCIL  
MEMORANDUM**

**ITEM 1**

**SUBJECT:** Award a contract to K&W Underground for the 2023 Fiber Optics and Conduit Installation Project

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

**DATE:** May 2, 2023

**ACTION NEEDED:**

Award the contract to K&W Underground for the 2023 Fiber Optics and Conduit Installation Project.

**PROJECT BACKGROUND/DESCRIPTION:**

As part of the continuing maintenance and expansion of the City's fiber optic system, new fiber will be installed in an existing conduit along Pflumm Road from Fire Station 1 to College Boulevard. The existing conduit was installed several years ago as part of a cooperative agreement with the contractor installing conduit for a utility along that corridor. This project will populate that conduit with fiber for the City's communication network. This fiber will connect to traffic signals at 103rd Street & Marshall Drive and to Flat Rock Creek pool, as well as provide additional redundancy on the network. This project will also increase capacity at Fire Station 3, providing new fiber to the main trunk line along Prairie Star Parkway and additional needed connections between the fire station and police substation.

Staff recommends waiving the sealed bid process and awarding the project to K&W Underground, who has performed the majority of previous fiber installations for the City and is familiar with the system.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The total contract amount is \$156,694.90. This work is budgeted in the 2023-2027 Capital Improvement Program (Project No. 85045), as part of the "Fiber Optic Network Expansion, Upgrade & Repair."

**STAFF RECOMMENDATION:**

Award the contract.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

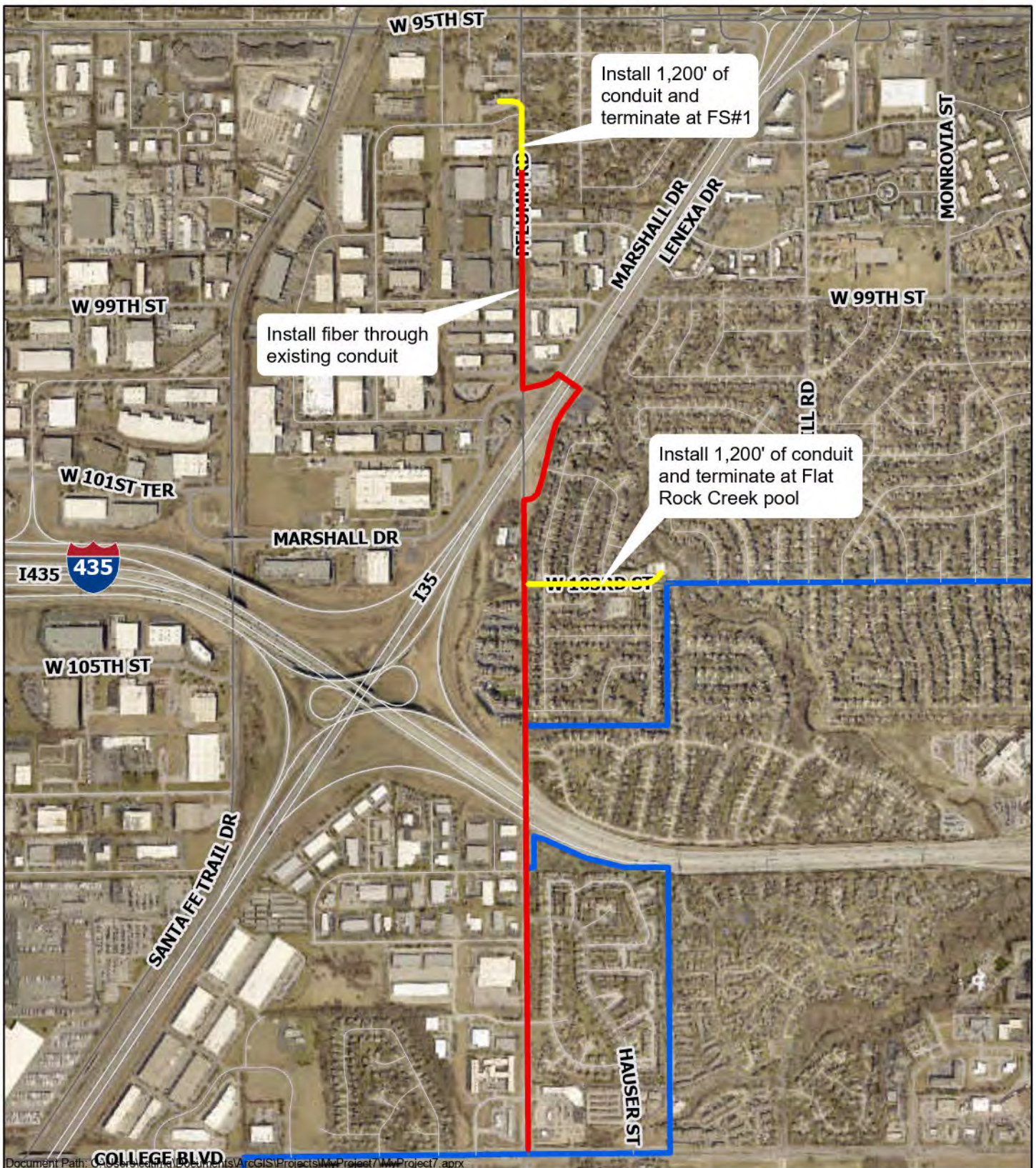
Integrated Infrastructure & Transportation

**Guiding Principles**

Strategic Community Investment

**ATTACHMENTS**

1. Map



## Fiber and Conduit Installation 2023



0 500 1,000 2,000  
Feet



**CITY COUNCIL  
MEMORANDUM**

**ITEM 2**

**SUBJECT:** Award a bid to Total Electric for the Prairie Star Parkway & Lone Elm Road Intersection Improvements Project

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

**DATE:** May 2, 2023

**ACTION NEEDED:**

Award the bid to Total Electric for the Prairie Star Parkway & Lone Elm Road Intersection Improvements Project.

**PROJECT BACKGROUND/DESCRIPTION:**

The City has received numerous requests over the years for the installation of a traffic signal at the Prairie Star Parkway & Lone Elm Road intersection due to increased traffic in the area. The proposed project will include:

- a traffic signal;
- modifications to the median islands;
- modifications to the curblin on the southeast corner of the intersection;
- pedestrian access improvements; and
- replacement of the residential post-top street lights on Lone Elm Road from Prairie Star Parkway to 96th Street.

Plans were prepared by HNTB. Bids were opened on April 4, 2023 with the following results:

Engineer's estimate	\$713,808.00
<b>*Total Electric</b>	<b>\$516,143.02</b>
Wildcat Concrete	\$603,458.90
Mega KC	\$717,000.00

\*low bidder

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

This project is budgeted in the 2023-2027 Capital Improvement Program (Project No. 60121). The funding sources are as follows:

Transportation Improvement Program (TIP) Zone 2	\$615,000
Capital Improvement Funds	\$238,300
Pavement Management Program	\$50,000
Street Light Replacement Project (Project No. 60042)	\$70,000
<b>Total Project Budget</b>	<b>\$973,300</b>

**STAFF RECOMMENDATION:**

Award the bid.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

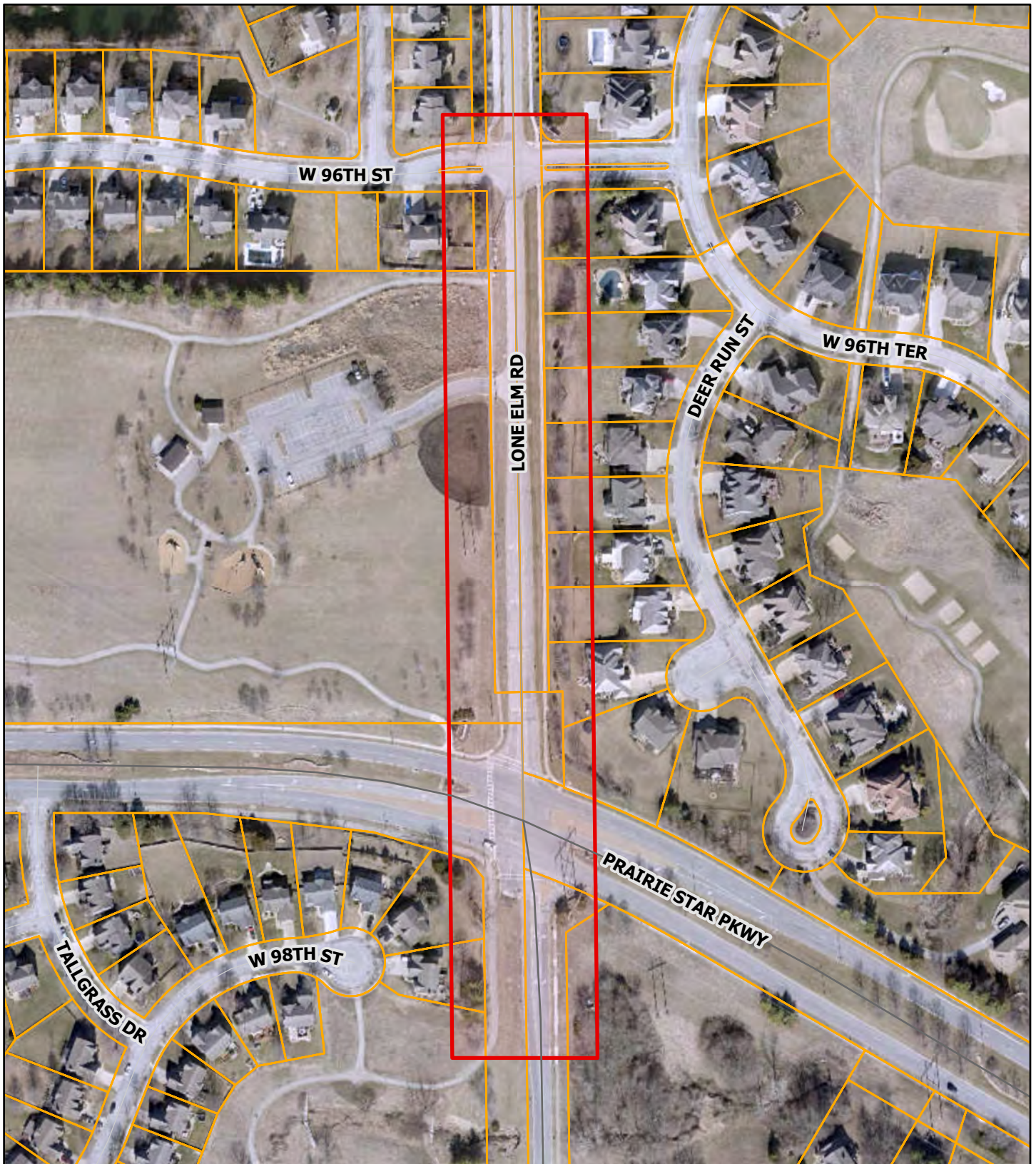
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**Guiding Principles**

Strategic Community Investment

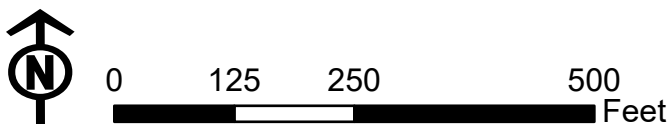
**ATTACHMENTS**

- 1. Map



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

## Prairie Star Parkway & Lone Elm Road Intersection Improvement Project





**CITY COUNCIL  
MEMORANDUM**

**ITEM 3**

**SUBJECT:** Award a bid to Superior Bowen Asphalt for the 2023 Pavement Management Program - County Assistance Road System Mill and Overlay Project

**CONTACT:** Nick Arena, Director of Municipal Services

**DATE:** May 2, 2023

**ACTION NEEDED:**

Award the bid to Superior Bowen Asphalt for the 2023 Pavement Management Program (PMP) - County Assistance Road System (CARS) Mill and Overlay Project.

**PROJECT BACKGROUND/DESCRIPTION:**

This contract work is part of the annual PMP. It will consist of a 2-inch mill and asphalt overlay along 87th Street Parkway from Maurer Road to Pflumm Road. This project will include removing and replacing deteriorated curb and gutter, replacing pavement and sidewalk panels as needed, and installing ADA-compliant wheelchair ramps as necessary.

Bids were opened on April 19, 2023 with the following results:

Engineer's Estimate	\$1,725,486.50
<b>*Superior Bowen Asphalt</b>	<b>\$1,517,800.80</b>
McAnany Construction, Inc.	\$1,732,323.23

\*low bidder

Staff reviewed the bids and have worked with Superior Bowen Asphalt in the past, and determined they are qualified to perform the work.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

This project will be funded through the annual PMP and CARS funding. The PMP is funded by a portion of the 3/8-cent sales tax, property tax revenue, and the City's share of gas tax revenue (Special Highway Fund). CARS will fund this project with an amount not to exceed \$827,000.

PMP	\$898,486.50
CARS	\$827,000.00
Total Project Cost	\$1,725,486.50

**STAFF RECOMMENDATION:**

Award the bid.

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

### **Vision 2040**

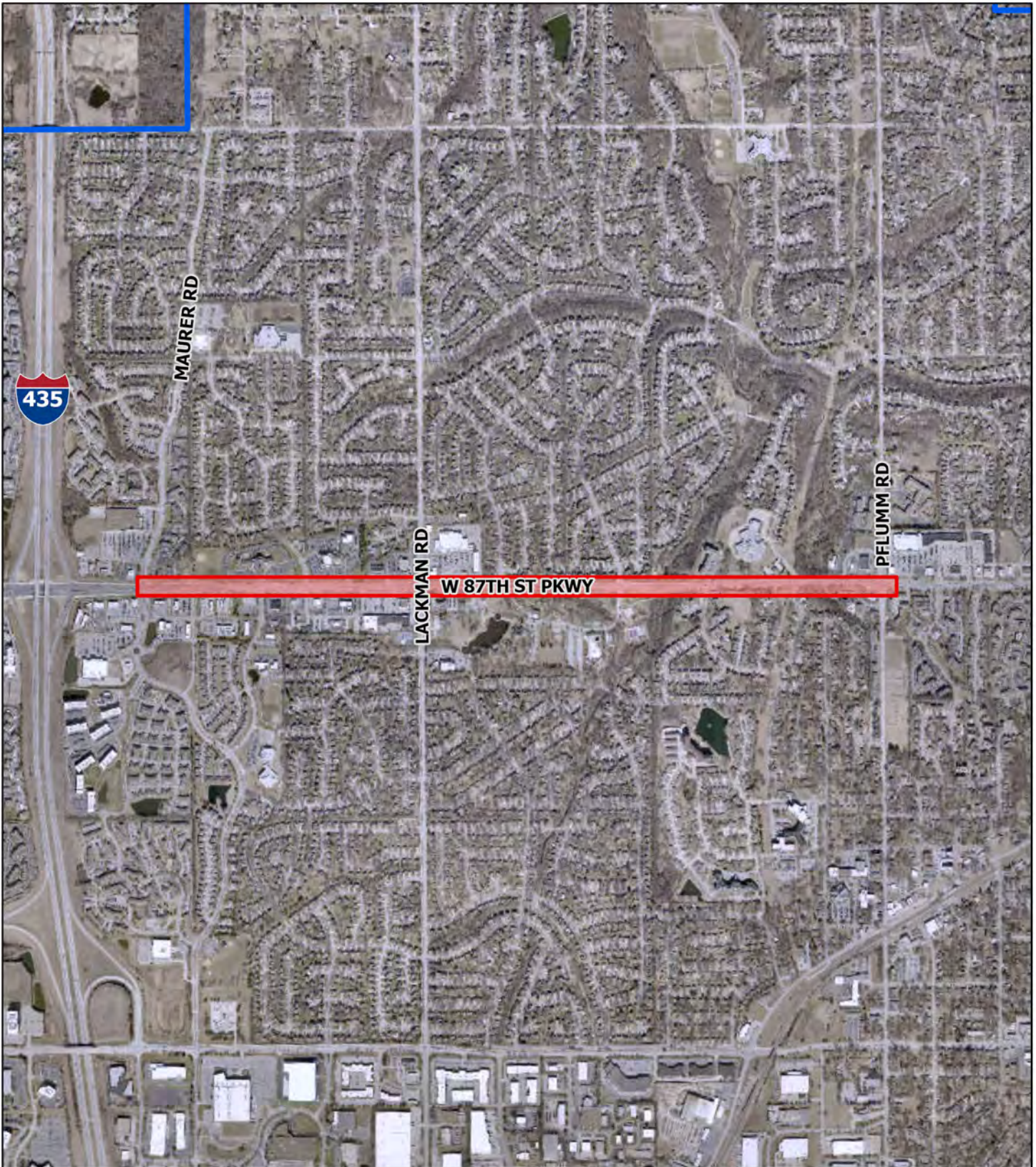
Integrated Infrastructure & Transportation

### **Guiding Principles**

Strategic Community Investment

## **ATTACHMENTS**

1. Map



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

## 87th Street Parkway - Maurer Road to Pflumm Road 2023 Pavement Management Program



0 1,000 2,000 4,000 Feet



**CITY COUNCIL  
MEMORANDUM**

**ITEM 4**

**SUBJECT:** Award a bid to Morgan Contractors, Inc. for the Pavement Markings Improvement Project - 87th Street Parkway & I-435 Intersection and Quivira Road (87th Street Parkway to 75th Street)

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

**DATE:** May 2, 2023

**ACTION NEEDED:**

Award the bid to Morgan Contractors, Inc. ("Morgan") for the Pavement Markings Improvement Project - 87th Street Parkway & I-435 Intersection and Quivira Road (87th Street to 75th Street).

**PROJECT BACKGROUND/DESCRIPTION:**

The 87th Street Parkway & I-435 Intersection and Quivira Road (87th Street to 75th Street) Improvement Projects were wrapping up construction in late fall 2022 when weather conditions were not favorable for the installation of permanent pavement markings. Both projects were completed with temporary markings so that each project could be opened to unrestricted traffic and the projects accepted for maintenance. This project will install permanent pavement markings for each project.

Plans were prepared by HNTB. Bids were opened on April 19, 2023 with the following results:

Engineer's estimate	\$186,528
<b>*Morgan Contractors, Inc.</b>	<b>\$117,325</b>
Heartland Traffic, Inc.	\$422,432

\*low bidder

City staff has worked with Morgan on numerous other projects and has had good experience with their quality of work.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The project will be funded by the Capital Improvement Fund (Project Nos. 60105 and 60108).

**STAFF RECOMMENDATION:**

Award the bid.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

**Guiding Principles**

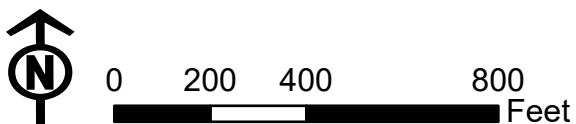
Strategic Community Investment

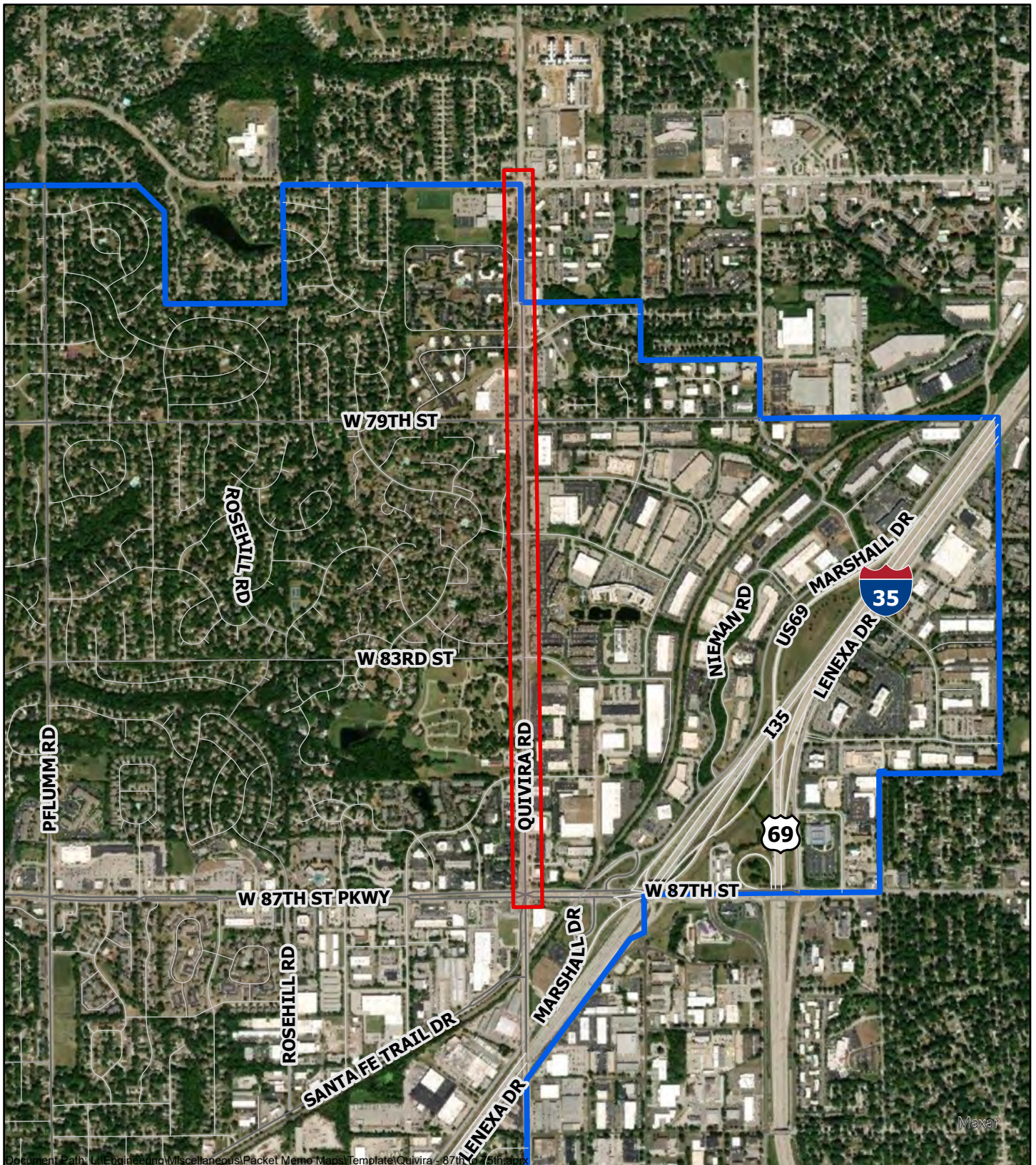
## **ATTACHMENTS**

1. Map - 87th Street Parkway & I-435 Intersection
2. Map - Quivira Road



# 87th Street Parkway and I-435 Interchange Improvements Renner Boulevard to Maurer Road





Document Path: L:\Engineering\Miscellaneous\Packet Memo Maps\Template\Quivira - 87th to 75th.aprx

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

## Quivira Road - 87th Street to 75th Street Improvements Project



0 500 1,000 2,000  
Feet



**CITY COUNCIL  
MEMORANDUM**

**ITEM 5**

**SUBJECT:** Award a bid to McAnany Construction for the 83rd Street & Monticello Road Intersection Improvement Project

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

**DATE:** May 2, 2023

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**ACTION NEEDED:**

Award the bid to McAnany Construction for the 83rd Street & Monticello Road Intersection Improvement Project.

**PROJECT BACKGROUND/DESCRIPTION:**

The City has received numerous requests over the years for the installation of a traffic signal at the 83rd Street and Monticello Road intersection due to increased traffic in the area. In addition, the City of Shawnee is in the process of constructing Phase 2 of the Monticello Road Project from 71st Terrace to 79th Street, which will increase traffic on Monticello Road once completed. The proposed 83rd Street & Monticello Road project will include:

- a traffic signal at 83rd Street & Monticello Road;
- eastbound and westbound right-turn lanes at 83rd Street & Monticello Road;
- modifications to the street lighting along 83rd Street from Woodsonia Drive to Monticello Road;
- a trail on the south side of 83rd Street from Woodsonia Drive to Monticello Road;
- an extension of the sidewalk on the north side of 83rd Street from Woodsonia Drive to McCoy Street;
- mill and overlay of 83rd Street from K-7 Highway to Valley Road;
- curb and gutter replacement;
- concrete pavement replacement on 83rd Street east of K-7 Highway;
- fiberoptic conduit and boxes on the north side of 83rd Street from K-7 Highway to Monticello Road; and
- a north/south pedestrian crossing at the existing 83rd Street and Woodsonia Drive traffic signal.

Plans were prepared by HNTB. Bids were opened on April 11, 2023 with the following results:

Engineer's estimate	\$2,647,829.50
<b>*McAnany Construction</b>	<b>\$1,878,964.95</b>
Kansas Heavy Construction	\$2,088,629.70
Mega KC	\$2,198,727.62

\*low bidder

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

This project is budgeted in the 2023 - 2027 Capital Improvement Program (Project No. 60122). The funding sources are as follows:

City of Shawnee	\$1,307,500
Capital Improvement Funds	\$670,000
Transportation Improvement Program (TIP) Zone 2	\$335,000
Pavement Management Program	\$250,000
Street Light Replacement Project (Project No. 60042)	\$80,000
<b>Total Project Budget</b>	<b>\$2,642,500</b>

#### **STAFF RECOMMENDATION:**

Award the bid.

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

##### **Vision 2040**

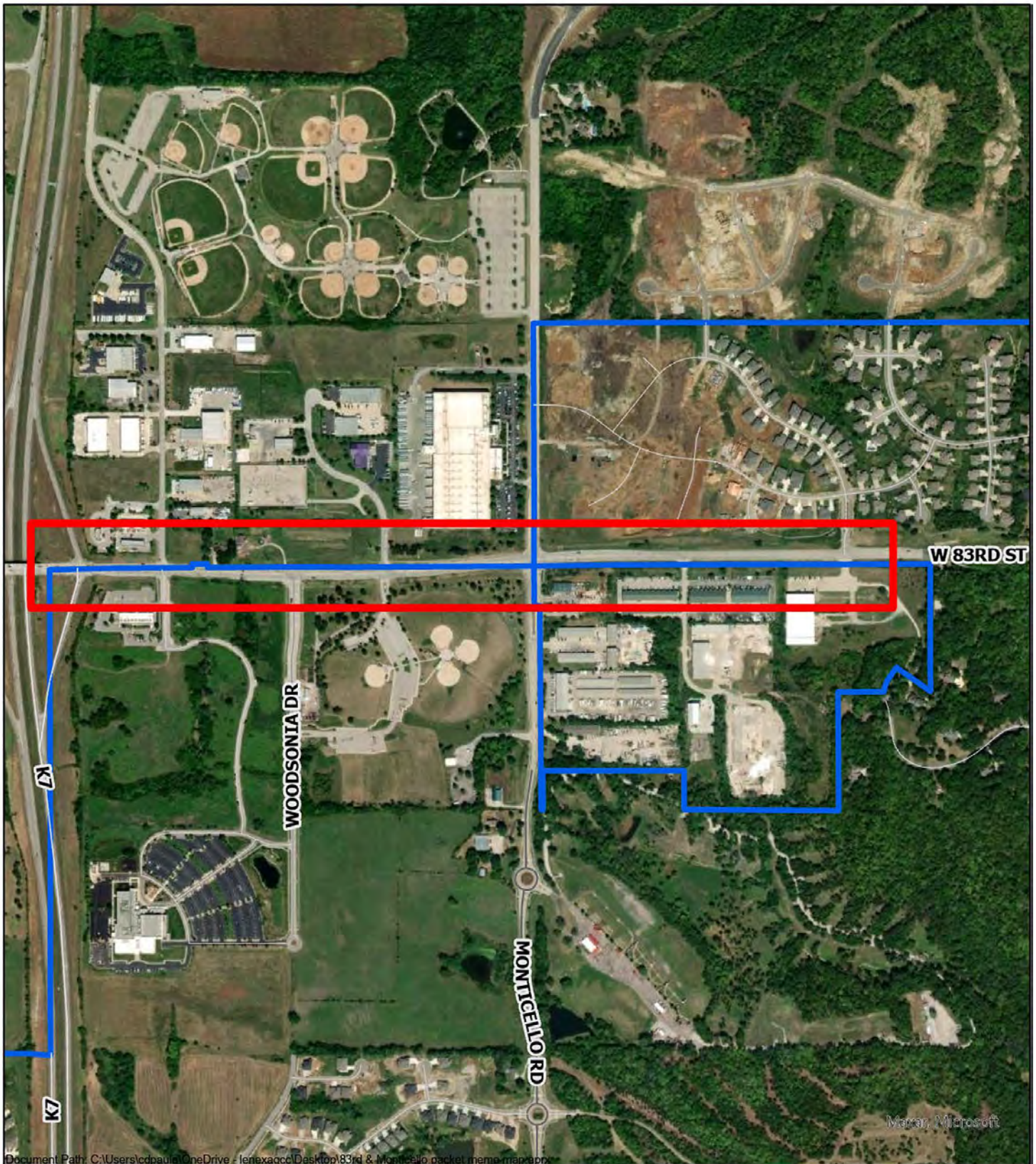
Integrated Infrastructure & Transportation

##### **Guiding Principles**

Strategic Community Investment

#### **ATTACHMENTS**

1. Map



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

## 83rd Street & Monticello Road Intersection Improvement Project



0 375 750 1,500  
Feet



**CITY COUNCIL  
MEMORANDUM**

**ITEM 6**

**SUBJECT:** Acceptance of the Enclave at Manchester Park, 1st Plat public improvements for maintenance

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

**DATE:** May 2, 2023

**ACTION NEEDED:**

Accept the Enclave at Manchester Park, 1st Plat public improvements for maintenance.

**PROJECT BACKGROUND/DESCRIPTION:**

This project constructed public street, storm, and streetlight improvements related to the Enclave at Manchester Park, 1st Plat subdivision.

Staff performed a final inspection on April 20, 2023 and advised that all work had been completed in accordance with the plans and specifications. The maintenance bonds for this project shall go into force upon acceptance by the Governing Body on May 2, 2023 and will expire on May 2, 2025.

The contractor was Superior Bowen.

Total lane miles:	1.17 miles
Total statute miles:	0.58 miles
Pipe length:	1,699 linear feet

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

This project was funded by private development.

**STAFF RECOMMENDATION:**

Acceptance for maintenance.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

**Guiding Principles**

Responsible Economic Development

**ATTACHMENTS**

1. Map



## Enclave at Manchester Park, First Plat Public Improvements



0 200 400 800  
Feet



**CITY COUNCIL  
MEMORANDUM**

**ITEM 7**

**SUBJECT:** Resolution authorizing the Mayor to forward the City's 2024-2028 application for the County Assisted Road System program to the Johnson County Board of County Commissioners

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

**DATE:** May 2, 2023

**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor to forward the City's 2024-2028 application for the County Assisted Road System (CARS) program to the Johnson County Board of County Commissioners (BOCC).

**PROJECT BACKGROUND/DESCRIPTION:**

Each year, Johnson County cities must submit a five-year plan to the BOCC to request CARS program funding. This submission is a planning tool to set priorities for each local jurisdiction. Prior to acceptance of CARS program funding, a detailed agreement for each project will be presented to the Governing Body for approval.

It is important that the 2024 projects be established as they will be programmed for funding. The 2025-2028 projects are submitted for planning purposes only, and may be amended each year as the City's Capital Improvement Program (CIP) is approved.

A brief overview of each project follows:

CARS 2024-2028 Program Summary Sheet				
Priority	Project Location	Proposed Start/Finish	CARS Program Funding Request	Total Project Cost
2024-1	Lackman Road - 87th Street Parkway to North City Limits	2024/2024	\$845,000	\$1,850,000
2024-2	Prairie Star Parkway - Ridgeview Road to I-435	2024/2024	\$575,000	\$1,260,000
2025-1	95th Street - I-435 to Noland Road	2025/2025	\$1,360,000	\$2,990,000
2026-1	Santa Fe Trail Drive - 95th Street to South City Limits	2026/2026	\$845,000	\$1,860,000
2027-1	83rd Street - Gleason Road to Clare Road	2027/2028	\$1,802,500	\$12,310,000
2028-1	Renner Boulevard - 79th Street to 84th Street	2028/2029	\$1,370,700	\$3,030,000
			<b>Total \$6,798,200</b>	<b>Total \$23,300,000</b>

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The City will request \$6,798,200 in CARS program funding for these projects. Actual funding amounts will be determined by Johnson County annually.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

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

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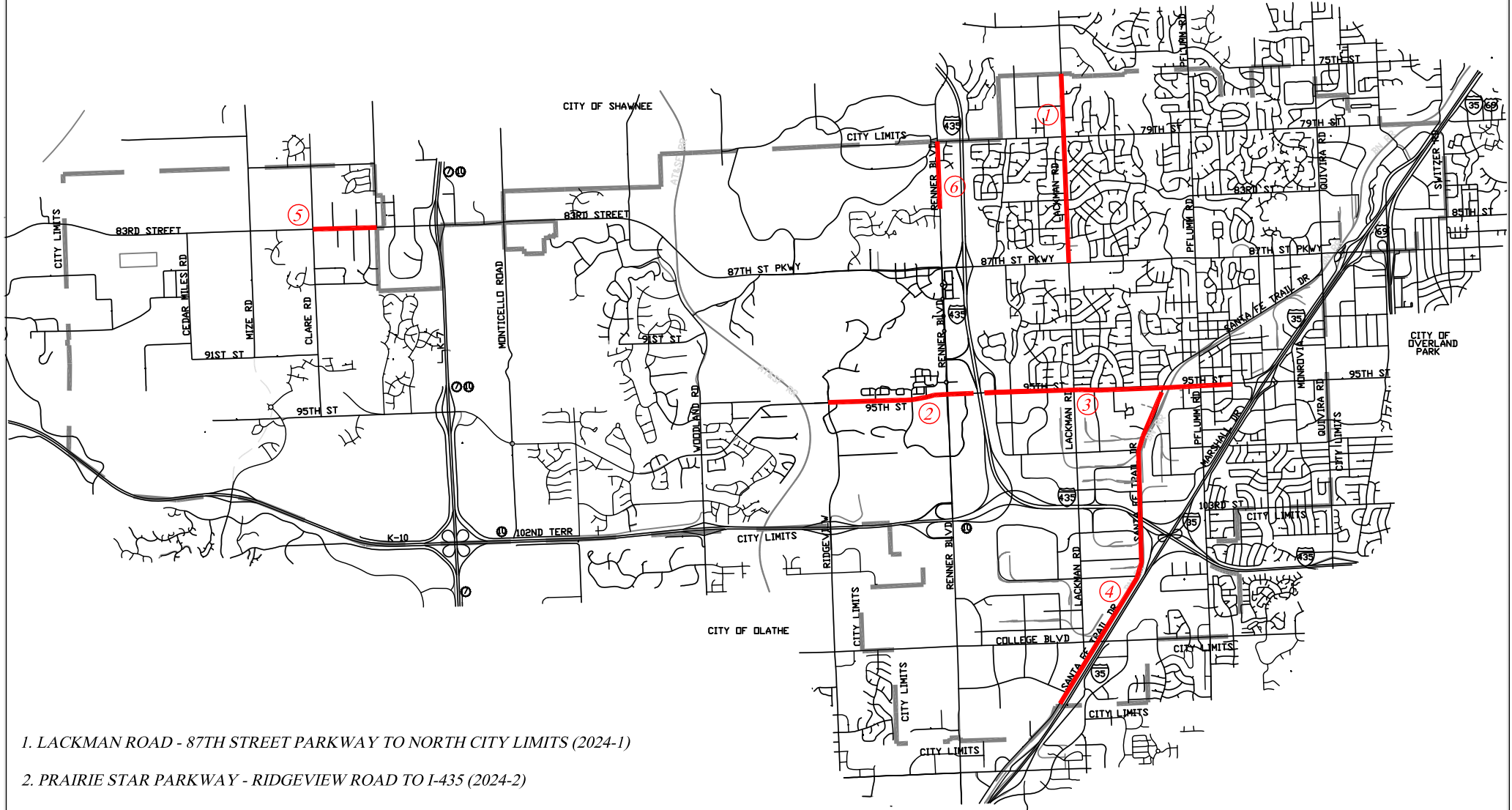
**Guiding Principles**

Prudent Financial Management  
Strategic Community Investment

**ATTACHMENTS**

1. Map
2. Resolution

# C.A.R.S. PROPOSED 2024-2028 FIVE YEAR PROGRAM



1. LACKMAN ROAD - 87TH STREET PARKWAY TO NORTH CITY LIMITS (2024-1)
2. PRAIRIE STAR PARKWAY - RIDGEVIEW ROAD TO I-435 (2024-2)
3. 95TH STREET - I-435 TO NOLAND ROAD (2025-1)
4. SANTA FE TRAIL DRIVE - 95TH STREET TO SOUTH CITY LIMITS (2026-1)
5. 83RD STREET - GLEASON ROAD TO CLARE ROAD (2027-1)
6. RENNER BOULEVARD - 79TH STREET TO 84TH STREET (2028-1)



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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO FORWARD THE CITY OF LENEXA'S APPLICATION FOR THE FIVE-YEAR COUNTY ASSISTED ROAD SYSTEM [C.A.R.S.] PROGRAM [2024-2028] TO THE BOARD OF JOHNSON COUNTY COMMISSIONERS.**

WHEREAS, the City of Lenexa has made application for County Assistance Road System [C.A.R.S.] funds to the Board of Johnson County Commissioners for the five year program [2024-2028]; and

WHEREAS, the application has been reviewed and accepted by the City of Lenexa's City Council.

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

SECTION ONE: The City Council does hereby approve the application and authorizes the Mayor to forward the five-year C.A.R.S. Program [2024-2028] application to the Johnson County Board of Commissioners.

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

ADOPTED by the City Council this 2nd day of May, 2023.

SIGNED by the Mayor this 2nd day of May, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

\_\_\_\_\_  
Michael A. Boehm, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY COUNCIL  
MEMORANDUM**

**ITEM 8**

**SUBJECT:** Resolution authorizing the sale of conduit on the 95th Street bridge over I-435 and on the Prairie Star Parkway bridge over the BNSF railroad tracks to Evergy Metro, Inc.

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

**DATE:** May 2, 2023

**ACTION NEEDED:**

Adopt a resolution authorizing the sale of conduit on the 95th Street bridge over I-435 and on the Prairie Star Parkway bridge over the BNSF railroad tracks to Evergy Metro, Inc.

**PROJECT BACKGROUND/DESCRIPTION:**

During the initial bridge construction of the 95th Street bridge over I-435 ("95th/435 Bridge") and the Prairie Star Parkway bridge over the BNSF railroad tracks ("PSP/BNSF Bridge"), empty conduits were installed on the bridges to accommodate future wire and fiber optics utilities.

Evergy Metro, Inc. is interested in purchasing one, two-inch diameter conduit on the 95th/435 Bridge and two, 1.25-inch conduits on the PSP/BNSF Bridge from the City. The conduit purchase agreement is substantially similar to previous agreements. Evergy Metro, Inc. will be responsible for future maintenance and relocation of the conduit, as needed.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

Evergy Metro, Inc. will pay \$39,194 for the 95th/435 Bridge conduit and \$8,580 for the PSP/BNSF Bridge conduits for a combined total purchase price of \$47,774. The amount is based on the cost of constructing the conduit as well as material cost.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

**Guiding Principles**

Responsible Economic Development

**ATTACHMENTS**

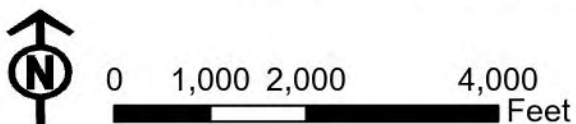
1. Map
2. Resolution
3. Agreement located in the Appendix



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

## Conduit Sale to Evergy

### 95th over I-435 / Prairie Star Pkwy over BNSF



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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONDUIT PURCHASE AGREEMENT WITH EVERGY METRO, INC. (“EVERGY”) FOR THE SALE OF CITY-OWNED CONDUIT LOCATED ON THE 95TH STREET BRIDGE OVER INTERSTATE 435 AND ON THE PRAIRIE STAR PARKWAY BRIDGE OVER THE BNSF RAILROAD TRACKS.**

WHEREAS, the City of Lenexa (“City”) owns certain conduits and supporting facilities in a duct bank located at the 95<sup>th</sup> Street Bridge over Interstate 435 (“95<sup>th</sup>/435 Bridge Bank”) and beginning at the Prairie Star Parkway bridge over the Burlington Northern Santa Fe Railroad Tracks (“PSP/BNSF Bridge Bank”)(collectively, the “Facilities”), and desires to make available certain unused conduit to Evergy; and

WHEREAS, Evergy agrees to purchase one 2-inch conduit in the 95<sup>th</sup>/435 Bridge Bank and two 1 and 1/4-inch conduits in the PSP/BNSF Bridge Bank in accordance with the terms and conditions set forth in the Conduit Purchase Agreement, attached hereto as Exhibit “A”, and incorporated herein by reference; and

WHEREAS, both parties have read and understand the terms and conditions of the said Conduit Purchase Agreement.

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Conduit Purchase Agreement with Evergy Metro, Inc. in substantially the same form as attached hereto as Exhibit “A” and incorporated herein by reference.

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

ADOPTED by the City Council this 2nd day of May, 2023.

SIGNED by the Mayor this 2nd day of May, 2023.

CITY OF LENEXA, KANSAS

\_\_\_\_\_  
Michael A. Boehm, Mayor

[SEAL]

ATTEST:

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

APPROVED AS TO FORM:

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Steven D. Shrout, Assistant City Attorney



**CITY COUNCIL  
MEMORANDUM**

**ITEM 9**

**SUBJECT:** Resolution approving an amendment to the Disposition and Development Agreement with Alto Lenexa Apartments, LLC extending the time for performance

**CONTACT:** Sean McLaughlin, City Attorney

**DATE:** May 2, 2023

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**ACTION NEEDED:**

Adopt a resolution approving an amendment to the Disposition and Development Agreement with Alto Lenexa Apartments, LLC extending the time for performance.

**PROJECT BACKGROUND/DESCRIPTION:**

The City approved Project Plan 5 covering approximately 25 acres within the Ridgeview Mining TIF District on April 7, 2020. Subsequently, the property owner of Project Plan 5 sold approximately 7.5 acres within the Project Plan 5 area to Alto Lenexa Apartments, LLC ("Developer") to construct the multi-family component of the Project Plan 5 mixed-use plan. The Project Plan was amended on July 5, 2020 to reflect the sale of a portion of the Project Plan 5 area and the City entered into a Disposition and Development Agreement (DDA) with the Developer.

The goal was to have the multi-family component of Project Plan 5 commenced by May 2023, but design delays and unanticipated complications associated with the acquisition of the property slowed down the progress of the project. The Developer requested additional time pursuant to the performance standards set forth in the DDA to commence and complete construction of the Project. The proposed amendment to the DDA grants the Developer an extension of time for performance until December 31, 2023 to commence construction as well as until June 30, 2026 to substantially complete the Project. City staff believes this amendment provides sufficient time for the completion of construction and is comfortable with this extension because the Developer has been diligently pursuing its other obligations under the DDA, including closing on the property and obtaining approvals for revised plans. All other provisions of the DDA shall remain the same.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The Developer and City will split the TIF revenues 50/50. The maximum reimbursable TIF expenses total \$13 million for the Project Plan, of which \$8 million are private (Developer) TIF eligible costs and \$5 million are public (City) TIF eligible costs. The TIF costs exceed the estimated TIF revenue and the Developer will use private funds, revenues, and financing to pay for the approved TIF reimbursable expenses that exceed the actual TIF increment.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

## VISION / GUIDING PRINCIPLES ALIGNMENT:

### Vision 2040

Thriving Economy

### Guiding Principles

Responsible Economic Development

## ATTACHMENTS

1. Map
2. Amendment
3. Resolution



PRAIRIE STAR PKWY

RIDGEVIEW RD

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

**Alto Lenexa Apartments, LLC**  
Ridgeview Mining TIF District



## AMENDMENT ONE TO THE DISPOSITION AND DEVELOPMENT AGREEMENT

**THIS AMENDMENT ONE TO THE DISPOSITION AND DEVELOPMENT AGREEMENT** (the “Amendment”) entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between Alto Lenexa Apartments, LLC, a Kansas limited liability company (“Developer”) and CITY OF LENEXA, KANSAS, a municipal corporation duly organized under the laws of the State of Kansas (“City”).

### RECITALS

A. The City and Developer entered into that certain Ridgeview Mining (TIF) District As Amended Redevelopment (TIF) Project Plan 5 Disposition and Development Agreement, dated July 5, 2022 (the “DDA”) pertaining to Project Plan 5 (as defined in the DDA) and the Project Plan Area (as defined in the DDA).

B. The City and Developer desire to amend the DDA as set forth below.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants and agreement herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Section 3.3 of the DDA is deleted and replaced with the following:

**Section 3.3 Schedule.** The Project may be constructed in phases and the timing is dependent on market conditions. The Parties understand that the TIF Term (defined in **Section 3.5** herein) commences on the Effective Date. Developer shall substantially adhere to the following schedule:

(a) Developer shall commence or cause to be commenced vertical construction of the Private Project Improvements on or before December 31, 2023 and substantially complete the Private Project Improvements on or before June 30, 2026. For purposes hereof, vertical improvements shall mean buildings or parking garages.; and

(b) The Developer and City further agree that the commencement, prosecution and completion of the Private Project Improvements and performance under the Project Schedule shall be subject to **Section 7.1** of this Agreement. In addition to adjustments as a result of an Excused Delay under **Section 7.1**, the Developer and City Manager may agree, in writing, to minor adjustments to the Project Schedule set forth above; provided, however, that any adjustment(s) to the Project Schedule that change the Project Schedule by more than sixty (60) days, other than as a result of an Excused Delay, may in the City Manager’s discretion require an amendment to this Agreement by the Governing Body. Expiration of the permit under

which the Project is being performed without reaching substantial completion of the work shall be deemed a failure to diligently pursue performance but this is not an exclusive basis upon which such determination may be made.

(c) The Private Project Improvements contemplate construction of the portion of the Private Project part of Project Plan 5 that is located on the Property, as described in the Final Development Plan, including access roads, parking improvements, sidewalks, landscaping, site development, surface remediation and reclamation and associated infrastructure. (the **“Project Plan 5 Development”**). Notwithstanding the foregoing, this provision does not modify or amend any Development Plan amendments or approvals that may be required by City Code.

2. Except as specifically amended hereby, the DDA remains in full force and effect and is hereby ratified by the parties hereto. In the event that any of the terms or conditions of the DDA conflict with this Amendment, the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this DDA as of the Effective Date above.

[Signature Pages Follow]

**City of Lenexa, Kansas**

By:\_\_\_\_\_

Name:\_\_\_\_\_Michael A. Boehm\_\_\_\_\_

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

Attest:

\_\_\_\_\_

Jennifer Martin, City Clerk

Approved As To Form:

\_\_\_\_\_

Sean McLaughlin, City Attorney

**ACKNOWLEDGMENT**

STATE OF KANSAS       )  
  )ss.  
COUNTY OF JOHNSON   )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 before me appeared Michael A. Boehm, who acknowledged himself to be Mayor of the City of Lenexa, Kansas, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

In Witness Whereof, I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

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

**Alto Lenexa Apartments, LLC**  
A Kansas limited liability company

By: \_\_\_\_\_

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

\_\_\_\_\_  
Title

**ACKNOWLEDGMENT**

STATE OF INDIANA        )  
  )ss.  
COUNTY OF HAMILTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me appeared \_\_\_\_\_, who acknowledged himself to be \_\_\_\_\_ of \_\_\_\_\_, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

In Witness Whereof, I hereunto set my hand and official seal.

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

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

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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT ONE TO THE DISPOSITION & DEVELOPMENT AGREEMENT WITH ALTO LENEXA APARTMENTS, LLC (PROJECT PLAN 5 RIDGEVIEW MINING TIF).**

**WHEREAS**, on April 7, 2020, the City approved Redevelopment (TIF) Project Plan 5 in the Ridgeview Mining Redevelopment (TIF) District (the “Project Plan”) which contemplates construction of a mixed-use project containing multi-family, retail, restaurant and other uses on 25 acres at the southeast corner of Ridgeview Road and Prairie Star Parkway (the “Project”); and

**WHEREAS**, subsequently, the property owner agreed to sell approximately 7.5 acres to Alto Lenexa Apartments, LLC (“Developer”) to construct the multi-family component of the Project and the City entered into that certain Disposition & Development Agreement with the Developer on June 5, 2020 (the “DDA”); and

**WHEREAS**, the Parties have entered into the DDA to address, among other things, the terms for the implementation of the Project Plan and the priorities for reimbursement with TIF Revenues generated by the Project; and

**WHEREAS**, Developer has requested an extension of time for performance including commencement and completion of the Project; and

**WHEREAS**, the Parties desire to enter into an Amendment to the DDA (the “Amendment”) to adjust the priorities for reimbursement provided in the DDA, all as set forth in the Amendment attached hereto as Exhibit A.

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

**SECTION ONE:** The City Council hereby approves and authorizes the Mayor to execute the Amendment One to the DDA, attached hereto as Exhibit A and incorporated herein by reference.

**SECTION TWO:** This Resolution shall take effect immediately upon passage and its execution by the Mayor.

**ADOPTED** by the Lenexa City Council this 2<sup>nd</sup> day of May, 2023.

**SIGNED** by the Mayor this 2<sup>nd</sup> day of May, 2023.

**CITY OF LENEXA, KANSAS**

[SEAL]

\_\_\_\_\_  
Michael A. Boehm, Mayor

Attest:

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

Approved As To Form:

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



**CITY COUNCIL  
MEMORANDUM**

**ITEM 10**

**SUBJECT:** Resolution authorizing the execution of documents in connection with the assignment and assumption of base lease, lease, and payment in lieu of tax agreement, and transfer of the bonds, related to the City's industrial revenue bonds Series 2022 (Lenexa Logistics Centre North Phase II - Building 5)

**CONTACT:** Sean McLaughlin, City Attorney

**DATE:** May 2, 2023

**ACTION NEEDED:**

Adopt a resolution authorizing the execution of documents in connection with the assignment and assumption of base lease, lease, and payment in lieu of tax (PILOT) agreement, and transfer of the bonds, related to the City's industrial revenue bonds (IRBs) Series 2022 (Lenexa Logistics Centre North Phase II - Building 5).

**PROJECT BACKGROUND/DESCRIPTION:**

On December 1, 2022, the City issued IRBs in the approximate amount of \$28.6 million for financing the construction of Building 5 in Lenexa Logistics Centre North Phase II to be leased to Chymiak Investments KS SPE, LLC ("Chymiak"), FCubed Lenexa N5 LLC ("FCubed"), GDG2 LLN5, LLC ("GDG2"), and McMann Property Management LLC ("McMann"), collectively the "Original Company," and authorizing a tax abatement for the project subject to a PILOT agreement dated January 19, 2021.

The Original Company is conveying the project to LLCN 5, LLC ("Company") and has requested the City consent to the assignment and assumption of the base lease, lease, and PILOT agreement by the Company. The resolution authorizes the Mayor to execute an amended PILOT agreement with the Company which restates the parties' intentions, clarifies notice requirements and similar items but does not substantively change the terms of the abatement. The resolution also authorizes the Mayor to execute all other documents necessary to effect the intent of the parties.

The IRB documents are available for review in the City Clerk's office.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

IRBs are not backed by the full faith and credit of the City. The applicant is responsible for repayment of the bonds and all fees related to the bond issue.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

## VISION / GUIDING PRINCIPLES ALIGNMENT:

### Vision 2040

Thriving Economy

### Guiding Principles

Responsible Economic Development

## ATTACHMENTS

1. Map
2. Resolution



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

## Lenexa Logistics Centre North Phase 2 Building 5



0 250 500 1,000  
Feet

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS IN CONNECTION WITH THE ASSIGNMENT AND ASSUMPTION OF BASE LEASE, LEASE AND PAYMENT IN LIEU OF TAX AGREEMENT, AND TRANSFER OF THE BONDS, RELATED TO THE CITY'S INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW) SERIES 2022 (LENEXA LOGISTICS CENTRE NORTH PHASE II – BUILDING 5).**

**WHEREAS**, the City of Lenexa, Kansas (the “City”), has previously issued its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2022 (Lenexa Logistics North Phase II – Building 5) (the “Bonds”), in the original principal amount not to exceed \$28,600,000, the proceeds of which were used to finance the cost of acquiring, constructing and equipping an approximately 565,027 square foot commercial industrial/warehouse facility including real estate, furnishings, building and improvements described as Building 5 (the “Project”) located east of Mill Creek Road and north of College Boulevard in the Lenexa Logistics Centre North Phase II Business Park; and

**WHEREAS**, in connection with the issuance of the Bonds, Chymiak Investments KS SPE, LLC, a Kansas limited liability company (“Chymiak”), FCubed Lenexa N5 LLC, a Missouri limited liability company (“FCubed”), GDG2 LLN5, LLC, a Kansas limited liability company (“GDG2”), and McMann Property Management LLC, a Missouri limited liability company (“McMann”) (Chymiak, FCubed, GDG2 and McMann are herein, individually and collectively, as the context requires, the “Original Company”), leased certain land and improvements to the City pursuant to a Base Lease Agreement dated as of December 1, 2022 (the “Original Base Lease”), by and among the Original Company and the City, and the City leased-back the Project to the Original Company pursuant to a Lease dated as of December 1, 2022 (the “Original Lease”), among the City and the Original Company; and

**WHEREAS**, in further connection with the issuance of the Bonds, the City also entered into a Trust Indenture dated as of December 1, 2022 (the “Original Indenture”), with BOKF, N.A., as trustee (the “Trustee”); and

**WHEREAS**, the City also entered into a Payment in Lieu of Tax Agreement – Building 5 – Lenexa Logistics Centre North Phase II (the “2021 PILOT Agreement” with BLNP, LLC, a Kansas limited liability company (“BLNP”), dated as of January 19, 2021, as assigned to LLCN 5, LLC, a Kansas limited liability company (“LLCN 5” or the “Company”), by BLNP pursuant to the Assignment and Assumption of Resolution No. 2021-008 and Payment in Lieu of Tax Agreement (Lenexa Logistics Centre North Phase II – Building 5) dated as of April 6, 2021, by and between BLNP and LLCN 5, as amended by the Amended Payment in Lieu of Tax Agreement – Building 5 (Lenexa Logistics Centre North Phase II Building 5) dated as of April 6, 2021, by and between LLCN 5 and the City, as assigned to the Original Company by LLCN 5 pursuant to the Assignment and Assumption of Resolution No. 2021-008, Resolution No. 2021-028, and Payment in Lieu of Tax Agreement, As Amended (Lenexa Logistics Centre North Phase II – Building 5) dated as of October 5, 2021, by and between LLCN 5 and the Original

Company, as further amended by the Second Amended Payment in Lieu of Tax Agreement – Building 5 (Lenexa Logistics Centre North Phase II Building 5) dated as of October 5, 2021, by and between the Original Company and the City (the 2021 PILOT Agreement, as amended and restated is referred to herein as the “Original PILOT Agreement”); and

**WHEREAS**, the Original Company has requested the consent of the City to an Assignment and Assumption of Base Lease, Lease and Payment in Lieu of Tax Agreement (Lenexa Logistics Centre North Phase II – Building 5) (the “Assignment”) wherein the Original Company will assign all of its rights, duties, interests and obligations under the Original Base Lease, the Original Lease and the Original PILOT Agreement to the Company, and the Company will assume all of the covenants, agreements, obligations and liabilities of the Original Company under the Original Base Lease, Original Lease and the Original PILOT Agreement, and the Original Company has further requested that the City release the Original Company from its duties and obligations under the Original Base Lease, Original Lease and Original PILOT Agreement; and

**WHEREAS**, the Company has represented that concurrent with the transfer and assignment of the Original Base Lease, the Original Lease and Original PILOT Agreement, the Company will purchase the Bonds; and

**WHEREAS**, Section 6.02 of the Original Base Lease authorizes the Original Company to assign its rights and obligations under the Original Base Lease with the prior written consent of the City; and

**WHEREAS**, Sections 9.2 and 9.3 of the Original Lease authorize the Original Company to assign its rights and obligations under the Original Lease with the prior written consent of the City, and authorize the release of the Original Company from all obligations thereunder; provided (a) the Company agrees to assume all such obligations under the Original Lease and (b) the City and the owners of 100% of the Bonds outstanding consent to such assignment; and

**WHEREAS**, Section 14(b) of the Original PILOT Agreement permits the transfer of the benefits of that agreement to an assignee with the written consent of the City, subject to further conditions of Section 14(b) of the Original PILOT Agreement; and

**WHEREAS**, the Company desires to amend the Original Indenture, the Original Base Lease, the Original Lease and the Original PILOT Agreement to modify and include necessary provisions relating to the rights, duties and obligations of the Company under the Original Indenture, the Original Base Lease, the Original Lease and the Original PILOT Agreement; and

**WHEREAS**, Sections 1102 and 1103 of the Original Indenture authorize the City and the Trustee to amend the Original Indenture with the consent of the Company and the owner of 100% of the outstanding Bonds; and

**WHEREAS**, Section 9.04 of the Original Base Lease authorizes the City and the Company to amend the Original Base Lease with the consent of the Trustee; and

**WHEREAS**, Section 28.1 of the Original Lease authorizes the City and the Company to amend the Original Lease with the consent of the Trustee; and

**WHEREAS**, Section 14(g) of the Original PILOT Agreement permits the amendments to the Original PILOT Agreement with the written consent of the City and the Company; and

**WHEREAS**, GDG2 has represented that it is the current owner of 100% of the outstanding Bonds and intends to consent to the Assignment; and

**WHEREAS**, the Company has represented that it intends to assume all obligations of the Original Company under the Original Base Lease, the Original Lease and the Original PILOT Agreement, to consent to a First Supplemental Trust Indenture (the "First Supplemental Indenture") between the City and the Trustee, to execute a First Supplemental Base Lease (the "First Supplemental Base Lease") between the Company and the City, to execute a First Supplemental Lease (the "First Supplemental Lease" and together with the Original Lease, the "Lease") between the City and the Company, and to execute a Third Amended Payment in Lieu of Tax Agreement (Lenexa Logistics Centre North Phase II – Building 5) (the "Third Amended PILOT Agreement"), and the Company has represented that it intends to execute an investor letter relating to the transfer of the Bonds (the "Investor Letter"), evidencing the rights, duties and obligations under each such document; and

**WHEREAS**, the Trustee has represented that it intends to execute the First Supplemental Indenture and to consent to the First Supplemental Base Lease and the First Supplemental Lease; and

**WHEREAS**, the Original Company, as owner 100% of the Bonds outstanding, previously pledged the Bonds to Security Bank of Kansas City, a Kansas banking corporation; and

**WHEREAS**, the Governing Body of the City has determined it is in the best interests of the City to authorize the execution of certain documents in connection with the Assignment and transfer of the Bonds to facilitate and promote economic development within the City;

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

**Section 1.** The City hereby consents to the Assignment and the transfer of the Bonds.

**Section 2.** Subject to the conditions set forth in Section 3, the Mayor or acting Mayor is authorized and directed to execute and deliver the following documents ("Documents") on behalf of, and as the act and deed of the City, in substantially the forms on file in the office of the City Clerk, with such corrections or amendment thereto as the Mayor or acting Mayor may approve, which approval shall be evidenced by his or her execution thereof:

- (a) Consent to Assignment and Assumption of Base Lease, Lease and Payment in Lieu of Tax Agreement (Lenexa Logistics Centre North Phase II – Building 5) wherein the City consents to the Assignment;
- (b) First Supplemental Indenture;
- (c) First Supplemental Base Lease;
- (d) First Supplemental Lease;
- (e) Third Amended PILOT Agreement; and
- (f) If requested, an Estoppel Certificate wherein the City makes certain representations with respect to the status of the Original Base Lease, the Original Lease and the Original PILOT Agreement.

If required by the Documents, the City Clerk or the Deputy City Clerk of the City is hereby authorized and directed to attest the execution of the Documents. The Mayor or Acting Mayor and City Clerk or Deputy City Clerk are further authorized to execute or attest such other documents, certificates and instruments as may be necessary or desirable to carry out in the intent of this Resolution under the City's official seal.

**Section 3.** Authorization to deliver the Documents is subject to receipt by the City Attorney or Kutak Rock LLP, on behalf of the City, or reasonable evidence of the following:

- (a) a fully executed and notarized Assignment;
- (b) the Company's execution of the First Supplemental Base Lease, the First Supplemental Lease, the Third Amended PILOT Agreement, the executed consent of the Company to the First Supplemental Indenture, and the executed Investor Letter; and
- (c) the Trustee's execution of the First Supplemental Indenture, and the executed consent of the Trustee to the First Supplemental Base Lease and the First Supplemental Lease.

Kutak Rock LLP is hereby authorized to hold the Documents on behalf of the City until the closing of the Assignment and Assumption of the Base Lease, Lease and PILOT Agreement and the transfer of the Bonds.

**Section 4.** This Resolution shall be in full force and effect from and after its adoption. This Resolution shall be of no effect and shall be null and void on September 30, 2023, in the event that the transactions contemplated herein are not completed by such date.

*[Remainder of Page Intentionally Left Blank]*

**ADOPTED** by the Lenexa City Council on May 2, 2023.

**SIGNED** by the Mayor on May 2, 2023.

**CITY OF LENEXA, KANSAS**

\_\_\_\_\_  
Michael A. Boehm, Mayor

[Seal]

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY COUNCIL  
MEMORANDUM**

**ITEM 11**

**SUBJECT:** Ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation for the construction of the 87th Street Parkway Median and Mixed-Use Trail Improvements Project

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

**DATE:** May 2, 2023

**ACTION NEEDED:**

Pass an ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation for the construction of the 87th Street Parkway Median and Mixed-Use Trail Improvements Project ("Project").

**PROJECT BACKGROUND/DESCRIPTION:**

This Project will provide a trail connection between Bourgade Avenue and Allman Road on the south side of 87th Street Parkway as recommended by the Complete Streets Study. The trail connection has been incorporated into the Pavement Management Program (PMP) project for the 87th Street Parkway corridor. As a result, this Project includes the trail connection, as well as median work on 87th Street Parkway between Bourgade Avenue and Allman Road. The Project requires the acquisition of approximately 1,648 square feet across the property.

On March 21, 2023, the City Council passed Resolution 2023-033, which authorized City staff to begin the acquisition process. The resolution authorized staff to negotiate and approve offers for the easements and rights-of-way necessary. Staff and its acquisition counsel, Orrick & Erskine, have been negotiating with the property owners for the purchase of the easement and negotiations are almost complete. However, staff is moving forward with the proposed ordinance to prevent any unnecessary delay in the timeline of the project if the negotiations fail.

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

**STAFF RECOMMENDATION:**

Passage of the ordinance.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

**Guiding Principles**

Strategic Community Investment

**ATTACHMENTS**

1. Ordinance

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

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF LANDS OR INTERESTS THEREIN BY CONDEMNATION FOR THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS ASSOCIATED WITH THE CONSTRUCTION OF THE 87TH STREET PARKWAY MEDIAN AND MIXED-USE TRAIL IMPROVEMENTS PROJECT IN LENEXA, JOHNSON COUNTY, KANSAS.**

WHEREAS, the Governing Body of the City of Lenexa, Kansas (the "City") did by Resolution No. 2023-033, declare the necessity for, and authorize a survey and description of lands or interests therein to be acquired by the City for the following:

Construction of the 87<sup>th</sup> Street Parkway Median and Mixed-Use Trail Improvements Project

The project includes construction of a ten-foot-wide sidewalk, along the south side of 87th Street Parkway from Bourgade Avenue to Allman Road, including adjustments to the street lighting system and utility relocation as well as easement and condemnation costs; preliminary and final engineering; survey, staking, grading, and erosion control; appraisal fees; construction supervision/inspection; testing; and other related improvements to be constructed with the improvement; City administrative costs; legal fees; and costs associated with the bond and interest expense associated with financing the improvement and other necessary appurtenances; and

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

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

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

Construction of the 87<sup>th</sup> Street Parkway Median and Mixed-Use Trail Improvements Project

The project includes construction of a ten-foot-wide sidewalk, along the south side of 87th Street Parkway from Bourgade Avenue to Allman Road, including adjustments to the street lighting system and utility relocation as well as easement and condemnation costs; preliminary and final engineering; survey, staking, grading, and erosion control; appraisal fees; construction supervision/inspection; testing; and other related improvements to be constructed with the improvement; City administrative costs; legal fees; and costs associated with the bond and interest expense associated with financing the improvement and other necessary appurtenances.

**TRACT NO. 1:**

FEE OWNER: **Bourgade Properties, LLC**, a Kansas limited liability company

SITUS

ADDRESS: 15601 W. 87<sup>th</sup> Street – Lenexa, Kansas

Parcel ID: **IF231304-2008**

MAILING

ADDRESS: 5350 W. 94<sup>th</sup> Terrace #104, Prairie Village, Kansas 66207

**Legal Description of Permanent Sidewalk & Sign Easement:**

A parcel of land over a part of Lot 1, 87th & Bourgade, a subdivision of land in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, being more particularly described by Timothy B. Wiswell, Kansas PS-1136, of Olsson, Inc., Kansas LC-114, on August 15, 2022, as follows:

**BEGINNING** at the Northeast corner of said Lot 1, said point being on the South right-of-way line of 87th Street Parkway, as now established thence South 02 degrees 20 minutes 59 seconds East, departing said South right-of-way line and on the East line of said Lot 1, a distance of 8.00 feet, to a point; thence South 87 degrees 46 minutes 51 seconds West, departing said East line and on a line parallel with said South right-of-way line, a distance of 189.00 feet, to a point; thence South 02 degrees 06 minutes 50 seconds East, a distance of 12.00 feet, to a point; thence South 87 degrees 46 minutes 51 seconds West, on a line parallel with said South right-of-way line, a distance of 44.94 feet, to a point on the East right-of-way line of Bourgade Avenue, as now established; thence North 42 degrees 46 minutes 53 seconds East, on said East right-of-way line, a distance of 28.28 feet, to a point being the intersection of said East right-of-way line and the South right-of-way line of said 87th Street Parkway; thence North 87 degrees 46 minutes 51 seconds East, departing said East right-of-way line and on said South right-of-way line, a distance of 213.95 feet, to the **POINT OF BEGINNING**, containing 2,211 square feet or 0.0508 acres, more or less.

**SECTION TWO:** It is further authorized and provided that, as soon as practicable after the passage of this ordinance, action be initiated to exercise the power of eminent domain in accordance with K.S.A. 26-501, *et seq.*, the Eminent Domain Procedure Act, to condemn all lands and interests therein hereinbefore described.

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

PASSED by the City Council this 2nd day of May, 2023.

SIGNED by the Mayor this 2nd day of May, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

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Michael A. Boehm, Mayor

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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Steven D. Shrout, Assistant City Attorney



**CITY COUNCIL  
MEMORANDUM**

**ITEM 12**

**SUBJECT:** Electric Vehicle Charging Station Pilot Project Update  
**CONTACT:** Lachlan Woods, Management Intern  
**DATE:** May 2, 2023

**PROJECT BACKGROUND/DESCRIPTION:**

On April 6th, City staff completed the installation of four Electric Vehicle (EV) chargers in the Civic Campus parking garage. These EV Connect PowerCharge units were installed with cable retractors to preserve the cleanliness and safety of the parking garage. The chargers are operated through EV Connect's proprietary software, and users can utilize the EV Connect app to begin and pay for charging sessions. The City has set a pricing policy for the chargers of \$0.20/kWh with an additional \$1/hour idling fee (after a 1-hour grace period). Signage has been installed indicating that the four stalls with chargers are reserved for EVs, and City staff intends to install distinctive stripes over these stalls in the next few weeks.

As of April 25th, the four EV chargers have been utilized in 46 unique charging sessions. Across those 46 sessions, EVs have been actively charging for a total of 60.6 hours and plugged in for 94.15 hours. That is equivalent to an average of about 48 minutes of active charging time per charger per day and about 74 minutes of plugged-in time per charger per day. The City has generated \$70.47 in revenue so far from this utilization of the EV chargers. Extrapolating from these usage rates results in an expected revenue of \$620.50 each year and a total revenue of \$3,102.50 over the five-year operations cycle with EV Connect. The following chart provides an overview of the costs and estimated cost recovery for the Civic Campus parking garage EV chargers over five years:

Civic Campus Parking Garage 5-Year Costs	
Charging Units	\$(11,456.00)
Supplies	\$(4,114.43)
Projected Operating Cost Recovery	\$3,102.50
Rebate	\$10,000.00
<b>Total</b>	<b>\$(2,467.93)</b>

The City has purchased a dual-port pedestal unit to be installed at the northeast corner of the Old Town parking lot. City staff plans to self-perform the necessary trenching work and installation of the EV chargers at this location. Staff anticipates starting this project by June 1st and completing the installation of the chargers by June 15th. The cost of supplies and the rate of cost recovery for the Old Town parking lot project is unknown. The following chart provides the known unit cost for the five-year operations cycle and

the associated Evergy rebate for the Old Town parking lot EV chargers:

Old Town Parking Garage 5-Year Costs	
Unit	\$ (6,374.00)
Rebate	\$ 5,000.00
<b>Total</b>	<b>\$ (1,374.00)</b>

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

This project was funded through the Capital Improvement Fund (CIF). The Evergy rebates will be returned to the CIF as received.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

**Guiding Principles**

Sustainable Policies and Practices

**ATTACHMENTS**

1. Presentation located in the Appendix

# APPENDIX



**MINUTES OF THE  
APRIL 18, 2023  
LENEXA CITY COUNCIL MEETING  
COMMUNITY FORUM, 17101 W 87<sup>th</sup> STREET PARKWAY  
LENEXA, KS 66219**

**CALL TO ORDER**

Mayor Boehm called the meeting to order at 7 PM.

**ROLL CALL**

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

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

**APPROVE MINUTES**

*Councilmember Roh made a motion to approve the April 4, 2023 City Council meeting draft minutes and Councilmember Eiterich seconded the motion. Motion passed unanimously.*

**MODIFICATION OF AGENDA**

There were no modifications to the agenda.

**PROCLAMATIONS**

Arbor Day - April 28

**PRESENTATIONS**

Dale Trott, Lenexa Arts Council Chair, presented the annual report. He talked about the highlights of the past year and how the arts inspire, as well as generate economic development and business. He thanked the Governing Body for its support of the Council's efforts.

**CONSENT AGENDA**

1. Award a contract to Superior Bowen for the 2023 Pavement Management Program - Thoroughfare Overlay Project  
*This project consists of a 2-inch mill and asphalt overlay with repair of deteriorated curb and gutter, sidewalk panels and replacement of ADA ramps where needed in specific areas along Marshall Drive, Pflumm Road, and Renner Boulevard. Superior Bowen bid \$3,693,981.92 for the contract.*

2. Award a contract to McConnell & Associates for the 2023 Sidewalk Repair and Improvement Program  
*Deteriorated sidewalks in the Brookwood and Wyldwood Hills subdivisions will be replaced as part of the 2023 Sidewalk Repair and Improvement Program. McConnell & Associates bid \$248,602.20 for the contract.*
3. Consideration of updated project funding allocation and a change order for the Lenexa Skatepark Rebuild Project  
*City staff believes there is adequate budget within the Indian Trails Aquatic Center Project and Parks and Pedestrian Improvement Project budgets to complete them without the allocation of Skatepark Rebuild Project funds. Staff proposes updating the fund allocations for the projects. Also, the final design of the skatepark now includes ADA-accessibility and a sign feature, requiring a change order to the contract with New Line Skateparks, Inc. ("New Line") for \$256,674.*
  - a. Approval of updated project funding reallocation
  - b. Approval of Change Order #1 to the contract with New Line Skate Parks, Inc. for the Lenexa Skatepark Rebuild Project  
*Funding allocations for the project have changed, requiring Governing Body approval. A change order is needed to adjust the contract to include final costs for design and construction services of the skatepark. The additional \$256,674 increases the total contract to \$1,006,674.*
4. Resolution approving the closure of Penrose Lane from eastbound 87th Street Parkway to 88th Street for Friday Night Sound Bites on May 5, 2023  
*The Public Market plans to co-host a Cinco de Mayo-themed Friday Night Sound Bites in partnership with Made in KC Marketplace. The road closure will allow the Public Market to obtain a temporary event permit from the Kansas Division of Alcoholic Beverage Control (ABC) to allow both the Market and Made in KC Marketplace to extend their respective licensed/permitted premises onto the street for the duration of the event.*
5. Resolution approving adjustments to the pay ranges contained in the fiscal year 2023 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. Staff recommends changes to the pay grades and salary ranges. The estimated cost of annual pay increases and the market pay adjustments is \$2 million.*
6. Resolution authorizing the Mayor to execute an addendum to the Master Services Agreement with ConvergeOne Inc. for networking equipment at the Lenexa Justice Center  
*This addendum to the Master Services Agreement with ConvergeOne, Inc., is for the purchase of networking equipment. All hardware, licensing, and three years of extended maintenance have a total not-to-exceed cost of \$262,903.49.*
7. Resolution approving and authorizing the Mayor to execute a Communications System and Services Agreement and Maintenance, Support, and Lifecycle

Management Addendum with Motorola Solutions, Inc. for dispatching equipment, software, and services to be installed at the Lenexa Justice Center

*Enhancing and upgrading the City's public safety and police department dispatch communications center is needed and with the construction of the Lenexa Justice Center it is logistically the most effective time to upgrade these systems for use in the new facility. The cost of the equipment and one-year warranty is \$1,304,249.*

### **END OF CONSENT AGENDA**

*Councilmember Nolte made a motion to approve items 1 through 7 on the consent agenda and Councilmember Nicks seconded the motion. Motion passed unanimously.*

### **BOARD RECOMMENDATIONS**

8. Approval of Lenexa Arts Council's 2023 recommendations for public art priority locations

*Annually, the Lenexa Arts Council submits a list of priority locations for public art in the city to the Governing Body for approval.*

Logan Wagler, Parks and Recreation Director, reviewed the public art policy and procedures for the Arts Council.

Mr. Wagler presented the public art located across the city by zone and the seven recommended locations for future public art. He said the Arts Council discussed the priority locations over multiple meetings and toured the city to look at locations as well.

Mr. Wagler presented a map showing the priority locations, as well as existing art, by zone. He said both staff and the Lenexa Arts Council recommend approval.

Councilmember Nicks asked about the size of Cedar Station Park and Mr. Wagler said it is close to 50 acres. Councilmember Nicks said he feels like this is a good list.

Mayor Boehm asked if the list's order is by priority and Mr. Wagler concurred. Mayor Boehm talked about activity and construction in some of the priority areas and not in others and said he would like the list to be flexible as the locations develop.

Councilmember Nolte talked about past Councilmember Linver being the leader in Lenexa Arts and the time when there was one piece of public art and one location. He said he liked that there is an inventory now and multiple locations to consider. He thanked the Arts Council members for sharing their time and talents.

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

9. Approval of a final plan for an office building known as the Kiewit K3 Building, located at the southwest corner of 89th Street & Hampton Street in the CC, Planned City Center Zoning District

*The applicant proposes to construct a 177,551 square foot, six-story office building as*

*part of the Kiewit campus at the southwest corner of 89th Street & Hampton Street in City Center. The building is designed to complement both the recently constructed Kiewit office building and the L-shaped building (formerly Perceptive Software).*

Stephanie Kisler, Planning Manager, said that the Kiewit K3 building will be located at the southwest corner of 89th Street and Hampton Street, the vacant piece of property between the two existing Kiewit buildings on the south side of Penrose Lane.

Ms. Kisler presented a site plan reflecting all of the Kiewit buildings and a proposed parking structure. She said the K3 building is 177,000 square foot and six stories tall, similar to the K4 building to the west. She added that there would be associated site improvements to parking, as well as a realignment of the trail on the property, plaza amenities, and plantings around the building.

Ms. Kisler talked about the Kiewit Campus parking and said that there is a proposed deficiency of about 400 spaces. She noted that staff and the Planning Commission reviewed the deficiency and is supportive of it based on Kiewit's business operations.

Ms. Kisler presented renderings of the building from different views, pointing out the similarities to existing buildings and the parking deck with optional solar array. She reviewed the landscaping, specifically pointing out the plaza area landscaping with pedestrian amenity zones, and the emergency access.

Ms. Kisler said that both staff and the Planning Commission recommend approval.

The applicant was present

Alan Lincoln, Kiewit, talked about the company's 20-year history in Lenexa. He said that City Center is great place to do business.

Councilmember Roh asked about the number of employees and Mr. Lincoln said the new building would have 800, bringing the total to 2,500.

Councilmember Eiterich said this is a pretty building that fits in to City Center and she is happy to see them doing well and bringing jobs to Lenexa. She asked how many remote workers they have, and Mr. Lincoln talked about how their workforce works all over the country, in the office and then gone for weeks or months at a time on projects.

Councilmember Sayers asked about the plans for the parking structure solar array and Mr. Lincoln said they are working on plans to distribute the power to the buildings as well as to EV chargers. He said it will happen.

Mayor Boehm said since power is Kiewit's business this is a great place to do the solar array. He thanked Kiewit for its partnerships with the City. He talked about how this campus looks like it was planned this way from the start and its attractiveness.

Councilmember Roh asked if a walkway connecting the buildings has been considered. Mr. Lincoln pointed out where the buildings would have egress providing

quick passage to the adjacent buildings.

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

10. Ordinance amending Sections 4-1-B-24, 4-3-B-7, and 4-3-B-24 of the City Code related to regulations for fences, walls, and retaining walls

*Adopted development codes are periodically reviewed by staff to determine if any revisions are necessary and appropriate for the needs of the City. Staff believes revisions to these Sections of the City Code are necessary to address updates to regulations.*

Ms. Kisler said this is a proposed code amendment for fences, walls, and retaining walls. She reviewed the process staff used to determine these changes, saying that the balance of regulations with practicality was a goal of the review. She said there has been an increase in requests for fences on corner lots to be allowed closer to the street. She added that staff's intent with this proposal is to reduce requests for variances and deviations, increase resident satisfaction, and add clarity for administering the code.

Ms. Kisler reviewed the proposed changes:

- Revised: allowing corner lot fences to extend closer to the sideyard street;
- New: fences on top of retaining walls - maximum height of 10 feet total;
- New: retaining walls to be maximum of 10 feet in height and tiered if needed to be taller;
- Revised deviation process: appeals go to the Board of Zoning Appeals; and
- Added: a new table of regulations with graphics to illustrate.

Ms. Kisler presented a diagram reflecting current and proposed code for corner lot fences and explained how the proposed code would allow an open-style fence to be located 10 feet closer to the sideyard property line than current code allows.

Mayor Boehm expressed some concern with how this change could affect or obstruct the adjacent property's view.

Ms. Kisler talked about adjacent houses being perpendicular or parallel to each other and how one house's sideyard can be the adjacent house's front yard. She said staff chose the 15-foot setback in the proposal because that is typically where there is an easement along the front of all properties.

Ms. Kisler talked about non-conforming fences throughout the city and how these proposed changes would bring a lot of them into conformity. Mayor Boehm said he would not want to fix a problem by writing the code to legalize it.

Scott McCullough, Community Development Director, talked about trying to address competing values; homeowners on corner lots are restricted to fencing a significantly smaller portion of their yard than non-corner lot owners. He said staff considered the adjacent owners in the proposed code by keeping the setback at 15 feet to allow for site distance. He added that owners staff hears from feel the 25-foot setback is too

restrictive; owners are not complaining about neighbor's fences blocking their view.

Discussion followed regarding building setbacks, curbs, and sidewalks; properties that are perpendicular and the corner lot building a fence that blocks the neighbor's view; types and heights of fences allowed in various locations on properties; consideration for all property owners; fence maintenance; allowed fence attachment to the house from the front corner or rear corner depending on type of fence; non-conforming fences in the city; and how fences can cause a lot of problems in neighborhoods. Throughout the discussion, Ms. Kisler presented several different example photos of fences throughout the city.

Mr. McCullough talked about this being a staff-initiated code change that does not have to be approved now if the Governing Body is not ready to do so. He added that staff could study this further and discuss more with the Planning Commission.

Amanda Williams, 23600 W. 90<sup>th</sup> Street, spoke about her property and how she would like to be able to fence more of her corner lot sideyard for her family.

Ms. Kisler presented the new regulation proposed in the code changes, which holds retaining walls to a maximum of 10 feet in height. She added that fences are sometimes necessary on top of retaining walls for safety or esthetics, so the maximum height proposed for the retaining wall and fence in total would be 10 feet. If more than 10 feet is necessary, the requirement would be for tiered 10-foot retaining walls. She presented photos of retaining walls as examples.

Discussion followed regarding existing retaining walls and situations where the height or tiering would not work.

Ms. Kisler talked about the deviation process change proposed and said that appeals would be heard by the Board of Zoning Appeals and not the Planning Commission.

Ms. Kisler presented the table proposed to be added to the code that outlines requirements of fences, heights, locations, and materials to help property owners discern what they can do with fences, walls, and retaining walls.

Ms. Kisler said both staff and the Planning Commission recommend approval.

Discussion followed about continuing this item to the May 16<sup>th</sup> meeting. Councilmember Roh suggested staff consider making the corner lot sideyard fence height maximum 4 feet.

Craig Cherry, 20036 W. 89<sup>th</sup> Street, spoke about his property's existing 10-12-foot tall retaining wall and the need to put a fence on top of it for safety, but it will be well over 10 feet tall.

Mr. McCullough said those types of existing conditions would be what qualify for staff deviation.

*Councilmember Roh made a motion to table Item 10 to the May 16 City Council*

meeting and Councilmember Eiterich seconded the motion. Motion passed unanimously.

## **PUBLIC HEARINGS**

11. Consideration of establishing Project Plan 3H in the City Center Tax Increment Financing District (Advent Health Phase 1 - Hospital)

a. Public Hearing

b. Ordinance approving TIF Project Plan 3H by a 2/3 vote of the Governing Body

c. Adopt a resolution approving the Disposition and Development Agreement (DDA) with Shawnee Mission Medical Center, Inc.

*Tax Increment Financing (TIF) Project Plan 3H contemplates construction of a 240,000 square foot medical center and a 54,000 square foot medical office building, structured and surface parking, sidewalks, landscaping and associated infrastructure, located in the northwest corner of 86th Street Parkway & Renner Boulevard in the City Center TIF District. After the public hearing, the Governing Body will consider adoption of TIF Project Plan 3H. If passed by a 2/3 vote, the Governing Body will consider adoption of a Disposition and Development Agreement with Shawnee Mission Medical Center, Inc. dba Advent Health setting forth the terms and conditions for reimbursement of TIF eligible costs with TIF revenues generated from the TIF District.*

Sean McLaughlin, City Attorney, said that TIF Project Plan 3H, Advent Health Phase 1 (the hospital and medical office building) covers 13.5 acres on the north side of 86<sup>th</sup> Street & Renner Boulevard. He said the project plan uses tax increment to finance eligible site development costs associated with the construction of a 240,000 square foot hospital and a 54,000 square foot medical office building.

Mr. McLaughlin said the project plan approves up to \$9.05 million in private eligible reimbursement and is anticipated to generate \$4.45 million in TIF increment over 20 years. He added that upon approving the project plan, there would also be a disposition and development agreement with the developer to consider approving.

The applicant's representatives were present.

Councilmember Karlin asked if hospitals are tax exempt and Mr. McLaughlin concurred, adding that the increment is low because it would only come from the medical office building. Mayor Boehm said that this is a not-for-profit hospital that is tax exempt, but for-profit hospitals are not tax exempt.

Mayor Boehm opened the public hearing at 8:54 PM.

No one from the public spoke.

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

The public hearing closed at 8:54 PM.

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

*Councilmember Sayers made a motion to approve Item 11c and Councilmember Nolte seconded the motion. Motion passed unanimously.*

## **NEW BUSINESS**

12. Acceptance of the Lenexa Old Town Activity Center Public Art Committee's recommendations regarding a mural at the Lenexa Old Town Activity Center  
*The Lenexa Old Town Activity Center (LOTAC) is one of the Lenexa Arts Council's priority locations for public art. The committee has identified potential artists, style, and locations for a mural with the goal of adding vibrancy by expressing civic pride and community identity to this area.*

Mr. Wagler said that when the Governing Body accepted the 2022 list of public art priorities there was some discussion about a mural at the Lenexa Old Town Community Center (LOTAC). In June 2022, he said the City contracted with Public Art & Practice and formed the LOTAC Public Art Committee to provide recommendations for such a mural. He said that the Arts Council, Councilmembers Arroyo and Sayers, Dan Zeller and Sean Zaudke of Multi-Studio, and a few City staff make up the LOTAC Public Art Committee.

Mr. Wagler said the committee has concluded phase one and is bringing recommendations for approval to determine how to proceed. He thanked everyone on the committee for being engaged and sharing their time, passion, and energy.

Steven Boody, Public Art & Practice, talked about public art efforts being guided by the goals and vision, and said it was determined that this project's goal is to add vibrancy to the building, express civic pride/community identity, and attract residents and visitors to the community. He said the three important questions the committee worked to answer were:

1. Where is the artist from? An artist from the Kansas City region is desired.
2. What motif/style of mural is desired? Contemporary/abstract style mural with a Lenexa identity.
3. Where should the mural be located? Where it will be visible, and the public can interact with it.

Mr. Boody described the visual listening process he used with the committee to objectively rate images of murals to determine priorities. Through this process, he said the committee narrowed the list of artists to 3 from the region, Alexander Austin, JT Daniels, and Evan Brown (aka Doodle Dood). He talked about the process artists use to create murals, starting with doodles on the façade.

Mr. Boody said Multi-Studio identified locations for the mural on the LOTAC building. He said that the committee determined the south wall wrapping around to the west wall was the top priority, followed by the north façade, and then the interior hallway wall. He talked about the costs of murals being determined by square foot, and the façade's surface.

Mr. Wagler presented the funding sources for the mural and said that there is enough to cover the top priority selection at \$35,000. He said upon approval of these recommendations, the project would move to phase two working with Mr. Boody, getting artist proposals and development of concepts, obtaining public input, and developing a final recommendation for City Council consideration in spring 2024. This process, he said, would align the mural's painting at the end of 2024 in conjunction with the facility improvements.

Councilmember Sayers said that the southwest corner of LOTAC became a priority in an effort to conceal the mechanical enclosure and draw attention to the entrance and pickleball court area. She said she wants to see the community taking pictures there and interacting with it and these three artists can accomplish that.

Councilmember Arroyo said she initially preferred the north façade but thinking about concealing the mechanical spaces made her change her mind. She also said she would like to see an art gallery in the hallway that showcases community art from classes in LOTAC to reflect community involvement.

Councilmember Denny asked about the possibility of doing multiple murals and if the artists could submit proposals for both. Mr. Wagler and Mr. Boody talked about how the proposals would work and Mr. Wagler said while committee would love to do multiple locations, this first one needs to be done well.

Councilmember Eiterich talked about liking the ground-level mural and the idea of people interacting with it, not just driving past it, and her family's experiences with murals. She said she appreciates that this project is allowing the artists to express their visions in their murals.

Councilmember Nicks talked about initially envisioning the mural on the north wall, but now really liking the mural proposed to be on the south wall and wrapping around to the west where it would be even more visible. He added that he thinks doing one really well would be best and less is more.

Councilmember Nolte talked about not liking the north location but liking the approachability of it on the south side, his experiences with public art where he grew up, and the style of this as an art form. He said his biggest concern is that the message and purpose of the mural tell a story and is meaningful as well as a piece of art.

Councilmember Roh thanked the committee for all the work. He said he is excited about this project. He talked about his experiences with public art in California.

Mayor Boehm thanked the committee. He talked about the mural on the north not drawing people in, while the wrap-around mural is engaging; the mural inside the building would only be accessible when it is open and activities could block it. He said that the message of the mural is important, and he does not want to see scenes of Lenexa in it, but for it to speak to Lenexa. He added that he is pleased with the recommendations and the public engagement.

*Councilmember Roh made a motion to approve Item 12 and Councilmember Denny seconded the motion. Motion passed unanimously.*

### **COUNCILMEMBER REPORTS**

Mayor Boehm talked about the Advent and Standard Beverage groundbreakings that occurred this week.

### **STAFF REPORTS**

Beccy Yocham, City Manager, said there would be no Committee of the Whole meeting next week and the Volunteer Recognition Dinner will be Monday at Sierra Grill.

### **END OF RECORDED SESSION**

### **BUSINESS FROM FLOOR**

There was no business from the floor.

### **ADJOURN**

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

The meeting adjourned at 9:31 PM.

# Proclamation

**WHEREAS**, emergency medical services are a vital public service provided by the Lenexa Fire Department; and

**WHEREAS**, the members of emergency medical services (EMS) teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the EMS system consists of emergency physicians and nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and

**WHEREAS**, the members of EMS teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of EMS providers by designating Emergency Medical Services Week.

**NOW, THEREFORE**, I, Michael A. Boehm, Mayor of Lenexa, Kansas do hereby proclaim the week of May 21-27, 2023 in the City of Lenexa to be

## EMERGENCY MEDICAL SERVICES WEEK

with the theme, *Where Emergency Care Begins*. I encourage everyone to observe this week in appreciation of those who provide both pre-hospital and hospital-based emergency care.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 2nd day of May, 2023.



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Michael A. Boehm  
Mayor of Lenexa, Kansas

# Proclamation

**WHEREAS**, Lenexa is committed to recognizing our growth and strength depends, in part, on the safety and economic value of the homes, buildings, and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and

**WHEREAS**, our confidence in the structural integrity of the buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry. These professionals work year-round to ensure the safe construction of buildings, protecting us where we live, learn, work, and play; and

**WHEREAS**, the theme for Building Safety Month 2023 — It Starts With You — encourages everyone to raise awareness about building safety on a personal, local, and global scale; and

**WHEREAS**, each year, in observance of Building Safety Month, Americans are asked to commit to improving building safety and economic investment at home and in the community, and to acknowledge the essential service provided by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

**NOW, THEREFORE**, I, Michael A. Boehm, Mayor of Lenexa, Kansas do hereby proclaim the month of May 2023 in the City of Lenexa to be

## BUILDING SAFETY MONTH

**IN WITNESS WHEREOF**, I have hereunto set my hand this 2nd day of May, 2023.



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Michael A. Boehm  
Mayor of Lenexa, Kansas

## CONDUIT PURCHASE AGREEMENT

This Conduit Purchase Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 20\_\_ between the City of Lenexa, Kansas ("CITY"), a Kansas municipal corporation and Evergy Metro, Inc., a Kansas Foreign For Profit Corporation (hereinafter "BUYER").

WHEREAS, CITY has built a duct bank, including certain conduits and supporting facilities (collectively the "Facilities") at the 95<sup>th</sup> Street Bridge over Interstate 435 ("95<sup>th</sup>/435 Bridge Bank") and beginning at the Prairie Star Parkway Bridge over the Burlington Northern Sante Fe Railroad Tracks ("PSP/BNSF Bank") and desires to make available certain unused conduit BUYER; and

WHEREAS, BUYER has indicated a desire to purchase one (1) two-inch (2") conduit in the 95<sup>th</sup>/435 Bridge Bank and two (2) one and one quarter-inch (1.25") conduits in the PSP/BNSF Bank from City; and

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

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

### **Article 1.     Sale of Conduit**

- 1.1 CITY hereby agrees to convey to BUYER, and BUYER agrees to purchase from CITY the following:
  - 1.1.1 One (1) conduit that is approximately two (2) inches outer dimension located in the 95<sup>th</sup>/435 Bridge Bank (the "95<sup>th</sup>/435 Bridge Conduit"), the specifications for which are attached hereto as **Exhibit A** and incorporated herein by this reference (the "Specifications"). The specific conduits to be sold hereunder shall be the conduit shown as the City conduit in Exhibit A. A map of the route of the 95<sup>th</sup>/435 Bridge Conduit is also provided in Exhibit A (the "95<sup>th</sup>/435 Bridge Conduit Route").
  - 1.1.2 Two (2) conduits that are approximately one and one quarter (1.25") inches outer dimension located in the PSP/BNSF Bank (the "PSP/BNSF Conduit"), the specifications for which are attached hereto as **Exhibit B** and incorporated herein by this reference (the "Specifications"). The specific conduits to be sold hereunder shall be the conduit shown as the City conduit in Exhibit B. A map of the route of the PSP/BNSF Conduit is also provided in Exhibit B (the "PSP/BNSF Conduit Route").
  - 1.1.3 95<sup>th</sup>/435 Bridge Conduit and the PSP/BNSF Conduit shall hereinafter collectively be referred to as the "Conduit."

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

Except as set forth herein, no use of the Facilities, nor payment of any charges required under this Agreement, shall create a vested interest by BUYER in any easements or other ownership or property rights of any nature in any other portion of the City's Facilities or other public property. The Parties acknowledge and agree that CITY is not supplying nor is CITY obligated to supply any electronics or optical or electrical equipment, or related facilities, and nothing contained herein shall give or convey to CITY any right, title or interest whatever in such telecommunications equipment or facilities, which shall at all times be and remain BUYER'S personal property notwithstanding that it may be or become attached to or embedded in reality.

If any handholes or service boxes are required, the BUYER shall be responsible for installing the handholes/service boxes in accordance with CITY permitting and design requirements.

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

## **Article 2. Compensation**

- 2.1 Purchase Price: Within thirty days following execution of this Agreement, BUYER shall pay to the sum of \$39,194 for the 95<sup>th</sup>/435 Bridge Conduit and the sum of \$8,580 for the PSP/BNSF Conduit for a combined total purchase price of \$47,774.

The Purchase Price set forth herein constitutes the proportionate share of the cost of construction of the duct bank attributable to the Conduit being purchased under this Agreement.

- 2.2 Handhole Costs: BUYER agrees to supply materials for handholes/service box and will install manholes/service boxes.
- 2.3 Other Installation Fees: BUYER shall be responsible for all cost of material and installation of access points required for gaining access and connection to Conduit and Cable. BUYER must obtain a City right-of-way work permit prior to installation and at such other times as required by the City's right-of-way management ordinance, but the City hereby agrees to waive the fee required by such right-of-way management ordinance on the initial installation.

## **Article 3. Taxes, Licenses, Liens**

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

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

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

#### **Article 4. Maintenance**

- 4.1 Conduit: BUYER or its contractors or subcontractors shall be solely responsible for the maintenance and repair of the Conduit purchased hereunder. BUYER hereby agrees to operate within said Conduit at all times in accordance of all applicable ordinances, statutes, regulations, laws, tariffs, and codes. BUYER shall use all reasonable efforts to schedule and perform maintenance and repair in a manner that will have the least impact on the operation of any entity occupying the Facilities or of the right-of-way itself. Buyer is responsible to meet all of City's specifications and requirements regarding work in the right of way.

- 4.2 Other Facilities: BUYER, at its sole expense, shall maintain its manholes, service box and other conduits, as may have been installed pursuant to this Agreement.
- 4.3 City Facilities: City shall be solely responsible for the maintenance and repair of all City Facilities.

**Article 5. Relocation**

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

**Article 6. Representations and Warranties**

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

**Article 7. Assignment and Transfer**

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

## **Article 8      Indemnification and Limitation of Liability**

- 8.1 For purposes of this Agreement and to the extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to defend, indemnify and hold harmless the other Party (the "Indemnified Party"), its officers, employees and agents (as applicable), from and against claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, the Indemnified Party, its officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of or breach of contract by the Indemnifying Party, its officers, employees or agents (as applicable) in the performance of any services or work pursuant to this Agreement. The duty of the Indemnifying Party to indemnify and hold harmless, as set forth herein, shall include the duty to defend. City's obligation to indemnify and hold BUYER harmless hereunder shall be subject to the maximum liability and immunity provisions of the Kansas Tort Claims Act.

## **Article 9.      Insurance**

- 9.1 BUYER agrees to deliver to CITY a certificate of commercial general liability insurance, including public liability, contractual liability, premises liability, and property damage, acceptable to and approved by the City Attorney, covering bodily injury and property damage, premises, operations described hereunder and products therein, in amounts as follows: a general aggregate limit of \$2,000,000; \$1,000,000 per occurrence.
- 9.2 BUYER further shall at all times maintain adequate Workers Compensation Insurance as required by Kansas law.
- 9.3 A certificate evidencing the existence of the insurance required herein shall be delivered to the CITY within thirty (30) days of the execution of this Agreement. Each such certificate shall contain valid provision or endorsement that the policy may not be canceled or terminated without giving thirty (30) days written notice thereof to CITY.
- 9.4 BUYER shall not take any action to materially modify or erode the insurance policies required by this Agreement without obtaining the written consent of SELLER.
- 9.5 A renewal certificate shall be delivered to CITY as least fifteen (15) days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.
- 9.6 Failure to maintain or provide proof of insurance shall constitute an immediate breach of this Agreement.
- 9.7 At all times during the term of this Agreement, BUYER shall maintain and shall require its contractor and subcontractors, which do any work in

- connection with this Agreement, to maintain insurance coverage as described herein and will produce proof of insurance on demand by CITY.
- 9.8 As an alternative to the requirements of Subsection 9.1-9.6 BUYER may demonstrate to the satisfaction of the CITY that it is self-insured and as such BUYER has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (2,000,000) in aggregate, to protect against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by BUYER, or alleged to so have been caused or occurred.

## **Article 10. General Provisions**

- 10.1 Confidentiality: If either Party provides confidential information to the other in writing and is identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither Party shall, however, be required to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, by statute, is independently developed by the receiving Party or which becomes available to the receiving Party or which becomes available to the receiving party without known restrictions from a third party.
- 10.2 Costs: Each party shall bear all of its own attorney's fees and other expenses related to this Agreement.
- 10.3 No Third Party Beneficiaries: None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Parties receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- 10.4 No Partnership: The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, the Parties.
- 10.5 Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- 10.6 Governing Law: This Agreement shall be governed by and construed solely in accordance with the laws of the State of Kansas.
- 10.7 Severability: In the event any term, covenant or condition of this Agreement, or the application of such term covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms covenants and conditions of Agreement.

- 10.8 Force Majeure: Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, terrorism, riots, wars, or strikes, lockouts, work stoppages or other labor difficulties.
- 10.9 Waiver: No delay or omission by either Party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party shall impair that right or power or be constructed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions or agreements to be performed by the other Party shall not be construed to be a general waiver of any such covenants, conditions or agreements, but the same shall be and remain at all times in full force and effect.
- 10.10 Headings: The Article headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.
- 10.11 Notices: All notices, requests or other communications (other than those normally required during the installation process) under this Agreement or required by law shall be in writing and shall be hand-delivered, sent by overnight delivery service, mailed by first-class, registered or certified mail, postage prepaid and return receipt requested, or transmitted by telegram or facsimile.

If to CITY:  
Community Development Director  
City of Lenexa, Kansas  
17101 West 87<sup>th</sup> Street Parkway  
Lenexa, Kansas 66219

With a copy to:  
City Attorney  
City of Lenexa, Kansas  
17101 West 87<sup>th</sup> Street Parkway  
Lenexa, Kansas 66219

If to BUYER:

Evergy – Topeka Operations Center  
Attn: Leslie Stutler  
4001 NW 14<sup>th</sup> Street  
Topeka, KS 66618

With a copy to:  
Evergy Metro, Inc.  
Attn: Law Department  
1200 Main Street  
Kansas City, MO 64105

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

**CITY OF LENEXA, KANSAS**

By: \_\_\_\_\_  
Michael A. Boehm, Mayor

**[SEAL]**

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven D. Shrout, Assistant City Attorney

EVERGY METRO, INC.

BY: Leslie Stutler

Signature

Leslie Stutler

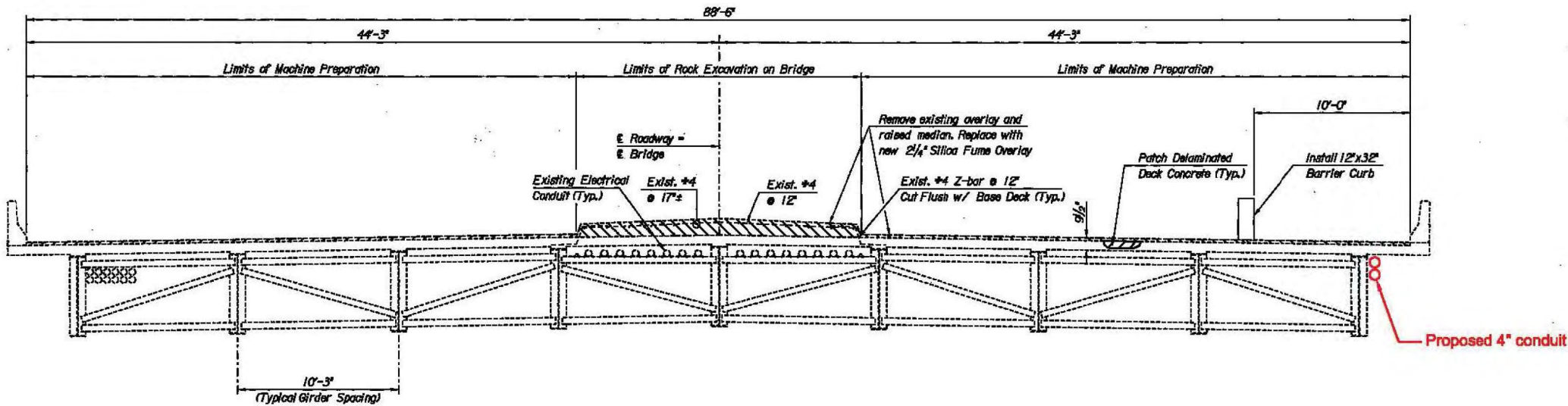
Print Name

Manager, Telecommunications, Svcs

Title

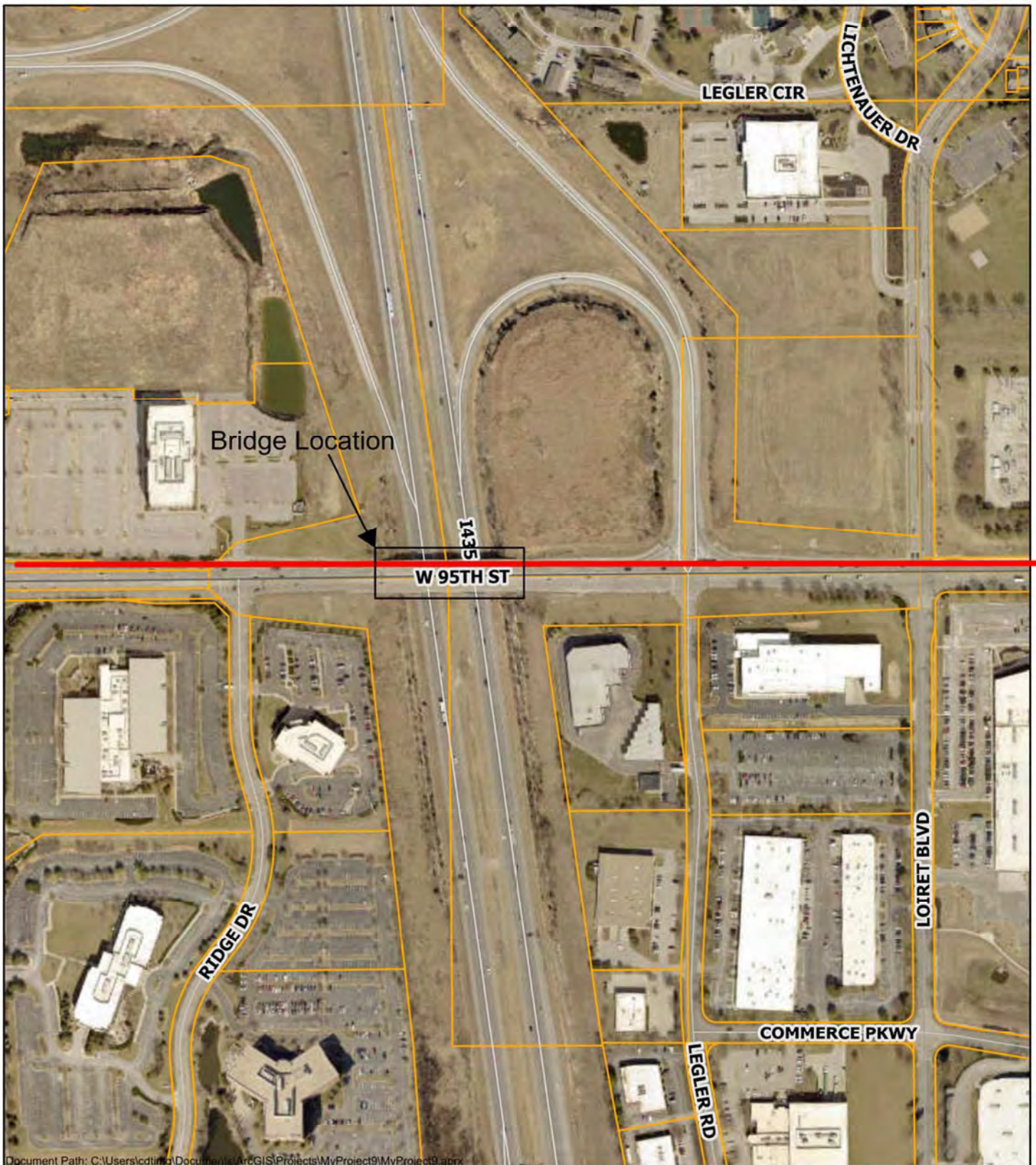
**Exhibit A - 95th/435 Bridge Bank Specifications**  
**2 Pages**

# 95th Street Bridge over I-435



## TYPICAL BRIDGE SECTION

Electrical and Telephone conduit locations are shown according to existing plans. Field verify locations of all utilities attached to the bridge prior to the start of construction. Coordinate the temporary support of utilities with utility owners.



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

## 95th Street Bridge over I-435 Conduit Attachment

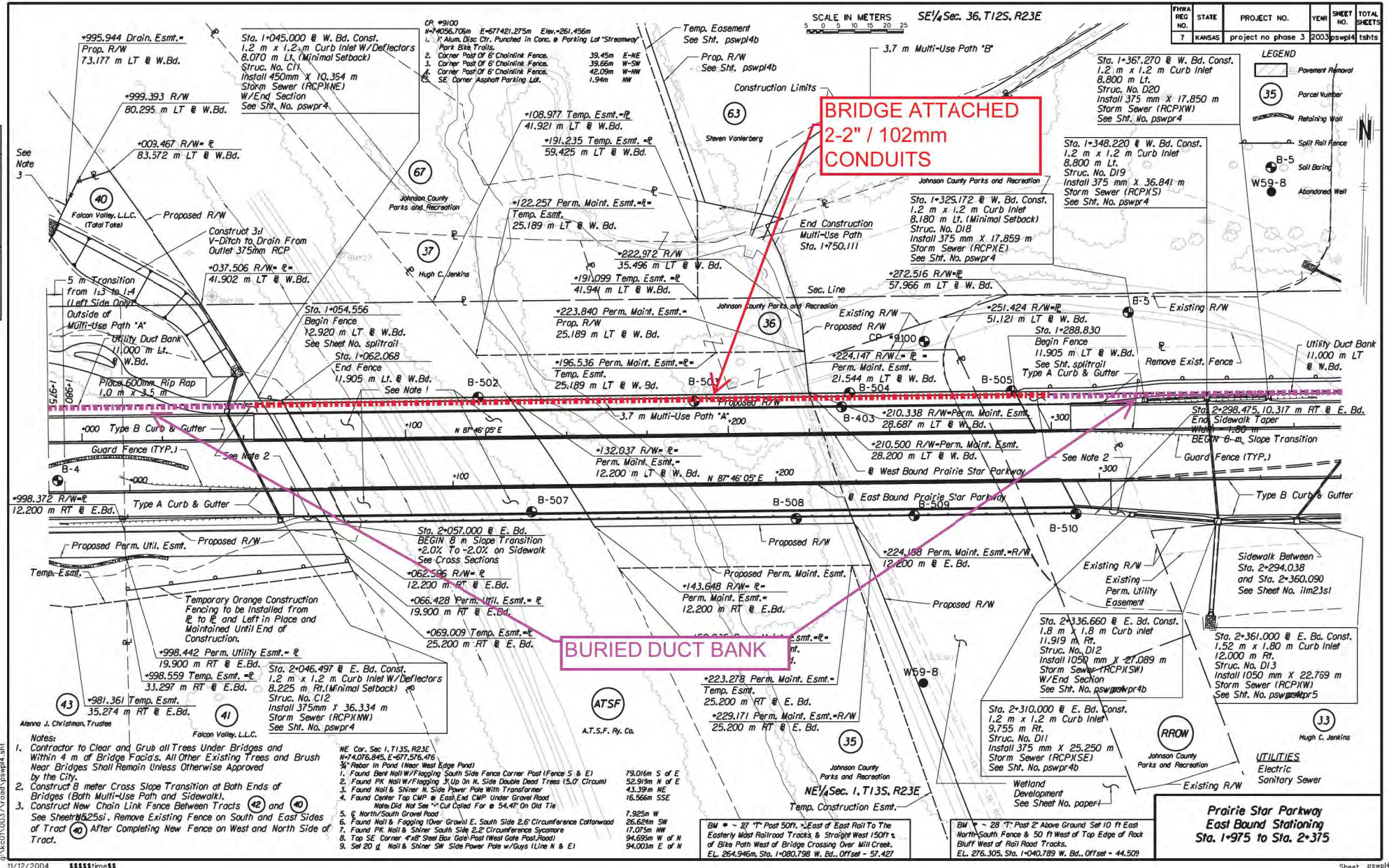


0 150 300 450 Feet



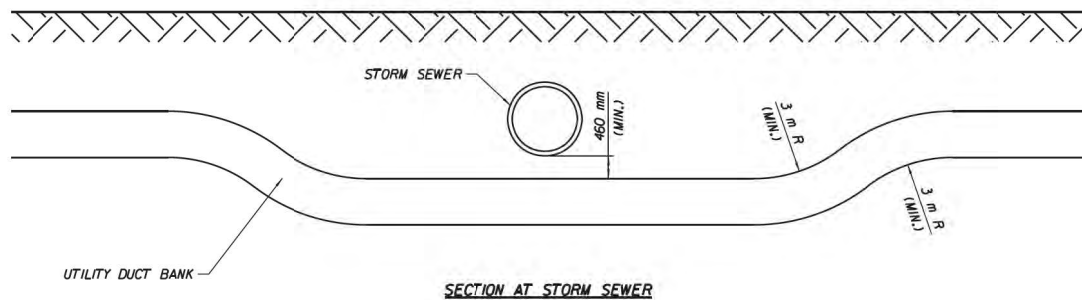
**Exhibit B - PSP/BNSF Bank Specifications**  
**7 Pages**

DATE	
BY	
REFERENCE: PHOTO	
REFERENCE: CHECKED	

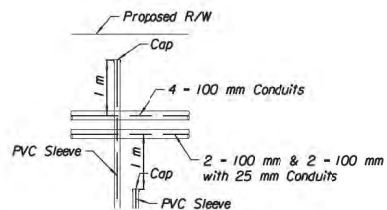


- Notes:
- Contractor to Clear and Grub all Trees Under Bridges and Within 4 m of Bridge Facias. All Other Existing Trees and Brush Near Bridges Shall Remain Unless Otherwise Approved by the City.
  - Construct 8 meter Cross Slope Transition at Both Ends of Bridges (Both Multi-Use Path and Sidewalk).
  - See Sheet 16251. Remove Existing Fence on South and East Sides of Tract 40 After Completing New Fence on West and North Side of Tract.

FHWA REG. NO.	STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
7	KANSAS	project no phase 3	2003	psw-118	188

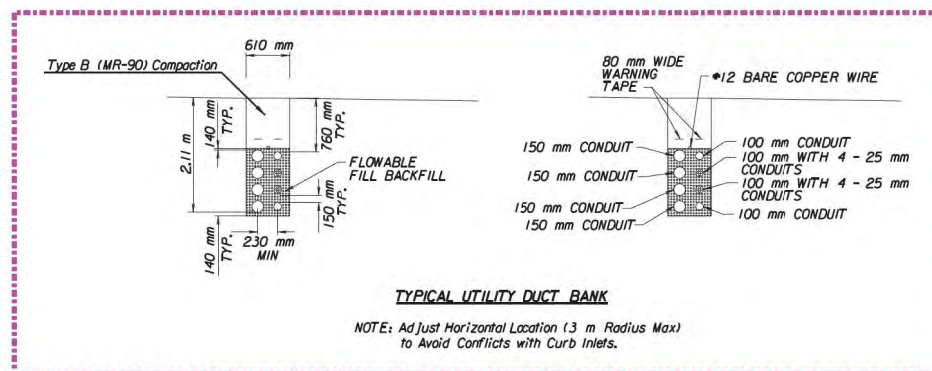


MIN. 25 mm CLEARANCE  
BETWEEN CONDUITS. MIN.  
DEPTH OF BURY SHALL  
BE 300 mm BELOW CURB  
AND GUTTER.



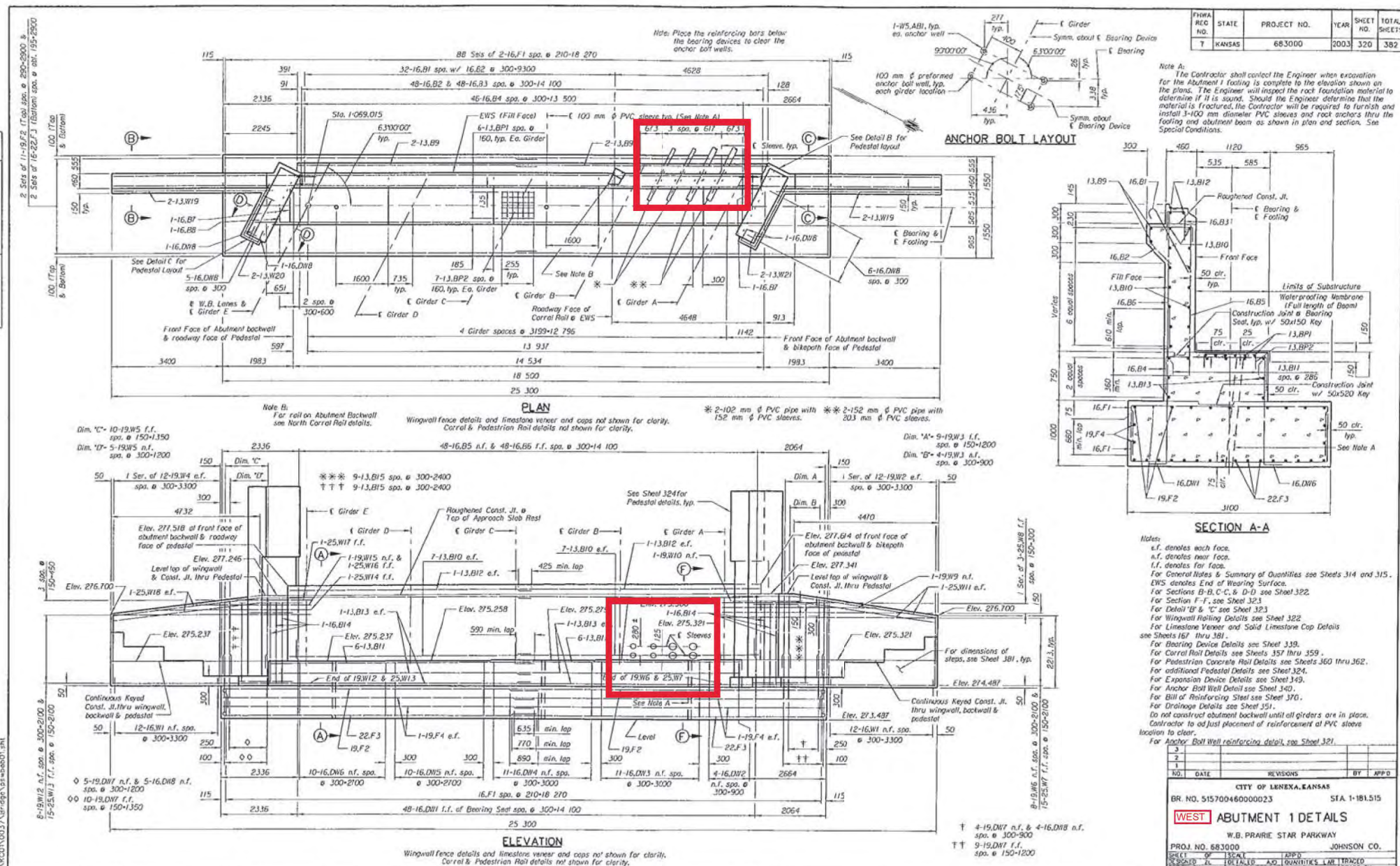
**TYPICAL CONDUIT INTERSECTION DETAILS**

Note:  
Ends of all conduits to be capped.

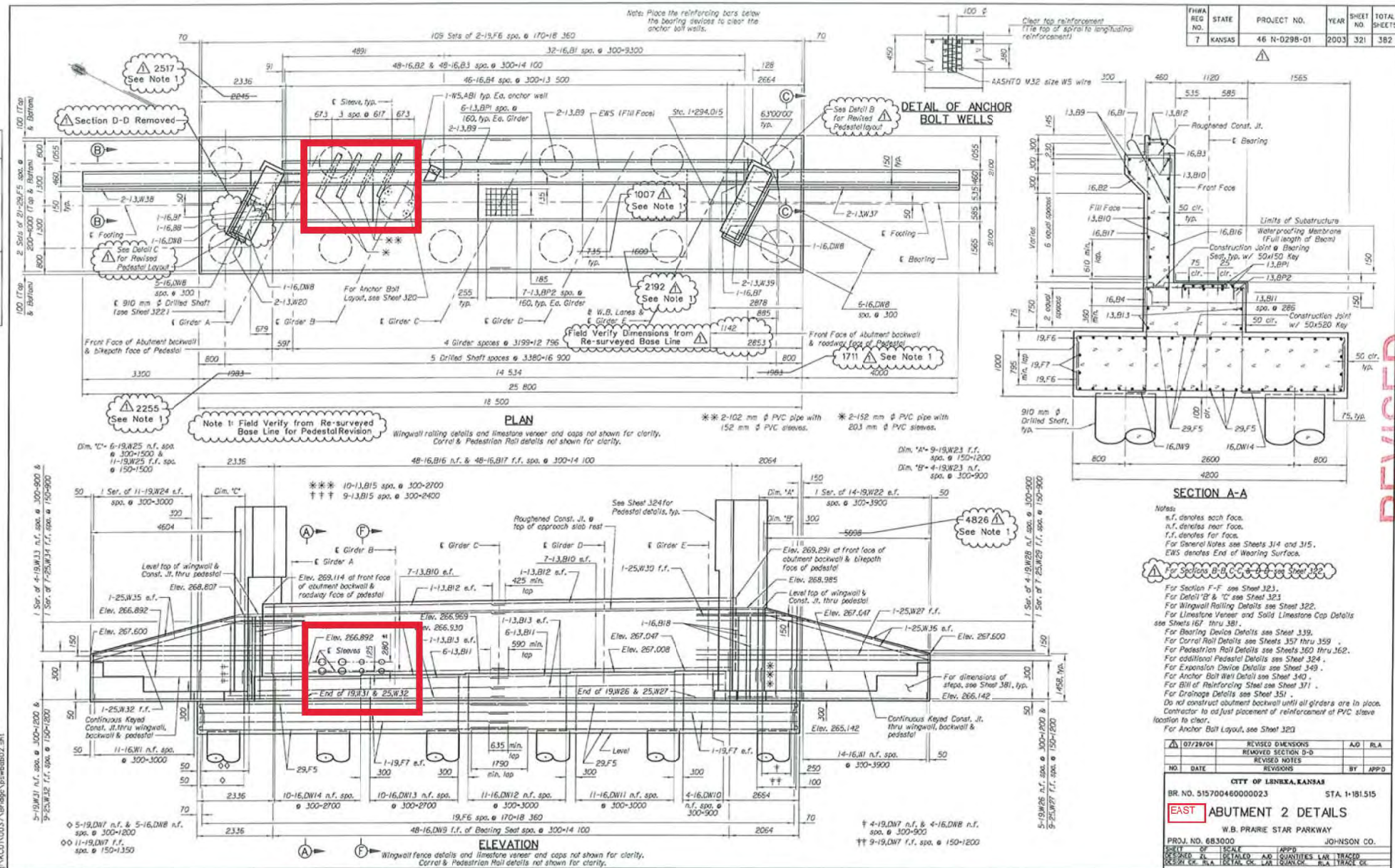


UTILITY DUCT BANK  
AND CONDUIT  
DETAIL

DATE	BY	REFERENCES NOTED
		REFERENCES CHECKED



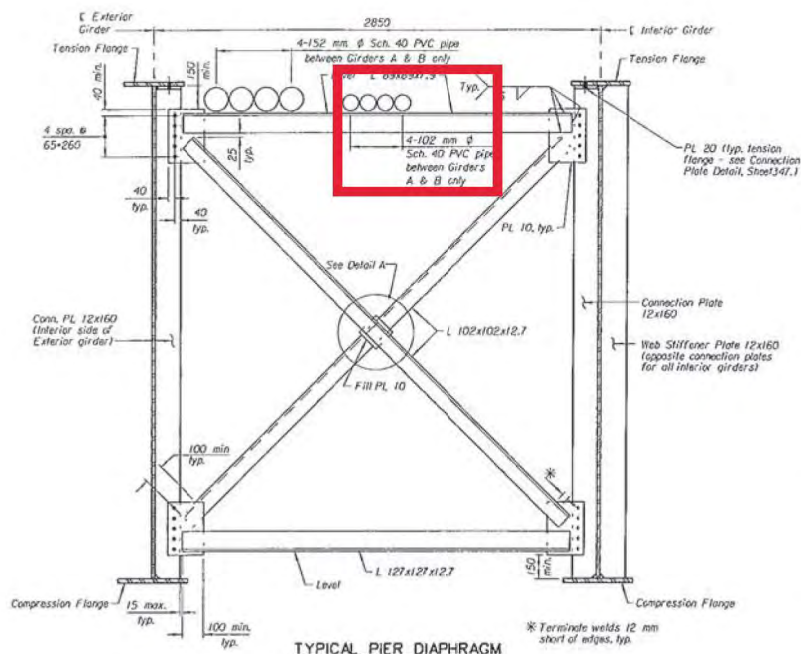
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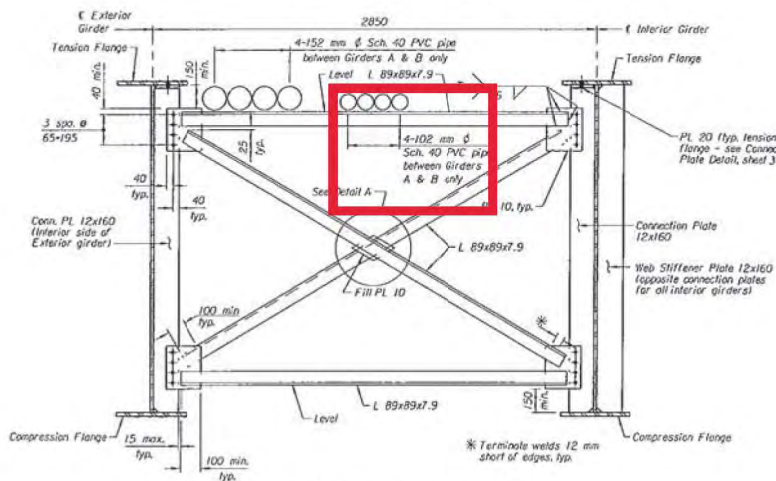
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8/6/04 JMM

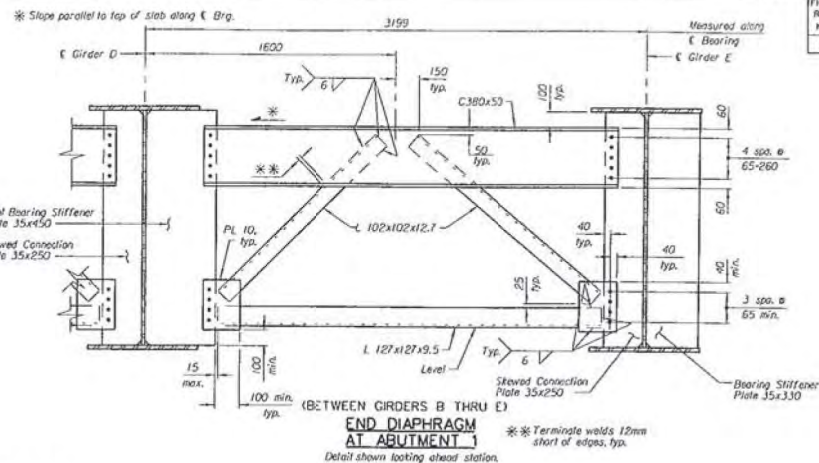
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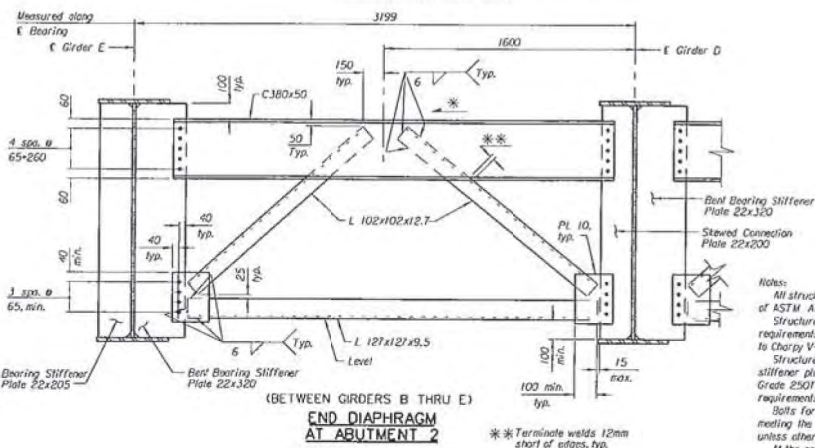
TYPICAL PIER DIAPHRAGM



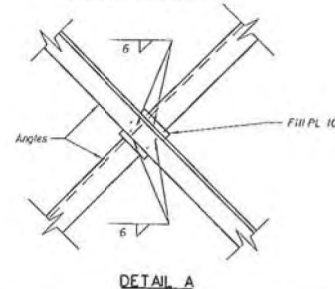
TYPICAL INTERMEDIATE DIAPHRAGM



END DIAPHRAGM AT ABUTMENT 1



END DIAPHRAGM AT ABUTMENT 2



DETAIL A

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	683000	2003	345	382

Notes:  
 All structural steel for the diaphragms shall meet the requirements of ASTM A105M, Grade 250.  
 Structural steel for bearing stiffeners shall meet the requirements of AASHTO M210M, Grade 34512, and are subject to Charpy V-notch impact requirements for Zone 2.  
 Structural steel for the diaphragm connection plates and web stiffener plates shall meet the requirements of AASHTO M210M, Grade 25012, and are subject to Charpy V-notch impact requirements for Zone 2.  
 Bolts for all diaphragm connections shall be M20 high strength meeting the requirements of ASTM A325M and Special Conditions, unless otherwise noted. Bolt holes shall be 22mm diameter.  
 If the contractor's option holes for intermediate and pier diaphragm connections may be with 24mm diameter holes. The oversized holes shall be used on only one of the two members connected. A hardened washer shall be used under the bolt head and nut when this option is used.  
 Diaphragm connection plates, web stiffener plates, and bearing stiffeners shall be placed vertical and perpendicular to the girder web. Stewed end diaphragm connection plates shall be placed vertical and stewed as shown.  
 For location of diaphragms, see Framing Plan Sheets 341 & 342.

NO.	DATE	REVISIONS	BY	APP'D
3				
2				
1				

CITY OF LENEXA, KANSAS  
 BR. NO. 51570046000023 STA. 1+181.515  
**STRUCTURAL STEEL DETAILS**  
 W.B. PRAIRIE STAR PARKWAY  
 PROJ. NO. 683000 JOHNSON CO.  
 SHEET NO. 345 SCALE: AS SHOWN  
 DESIGNED BY: J. L. LARSEN CHECKED BY: J. L. LARSEN  
 DRAWN BY: J. L. LARSEN CHECKED BY: J. L. LARSEN

\\VCD\N\037\bridge\pws\102.dwg

08/12/03 02:46:16 PM

Sheet 345

REFERENCES NOTED	BY	DATE
REFERENCES CHECKED		



**Notes:**

- All structural steel for the diaphragms shall meet the requirements of ASTM A709, Grade 50.
- Structural steel for the web stiffener plates shall meet the requirements of ASTM A709, Grade 50.
- Diaphragm connection plates, web stiffener plates, and girder stiffeners shall be placed vertical and perpendicular to the girder web.
- Stiffened diaphragm connection plates shall be placed vertical and stiffened.

For location of diaphragms, see Framing Plan Sheets 341 & 342.

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NO.	DATE	REVISIONS		BY	APP'D

CITY OF LENEXA, KANSAS

BR. NO. 5157046000023                      STA 1-181.515

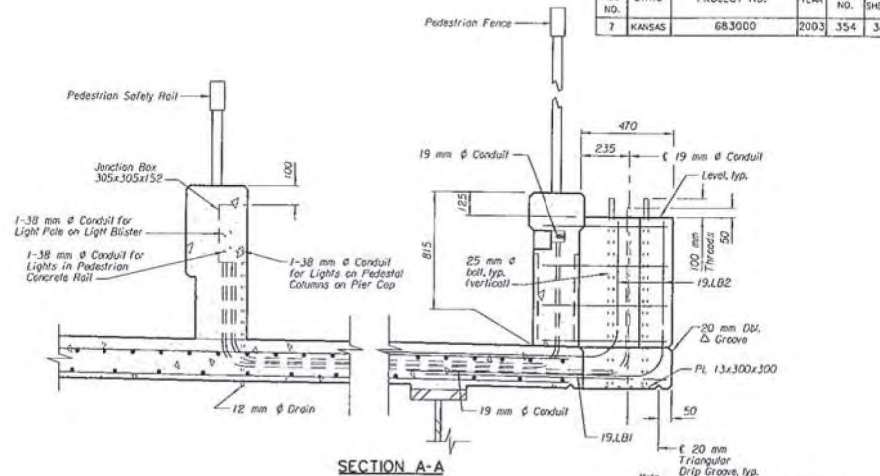
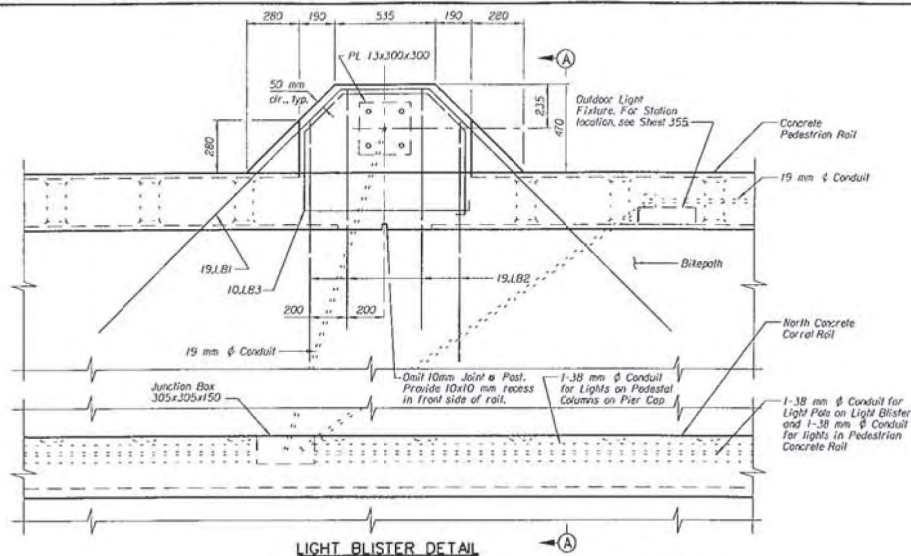
## STRUCTURAL STEEL DETAILS

W.B. PRARE STAR PARKWAY

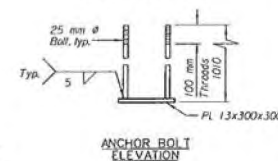
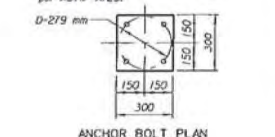
PROJ. NO. 683000                      JOHNSON CO.

SHEET	OF	SCALE	NONE	APP'D
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000000	04	02' 0" 0"	NO	QUANTITIES LAR TRACED

FHWA REG NO.	STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEET
7	KANSAS	683000	2003	354	382

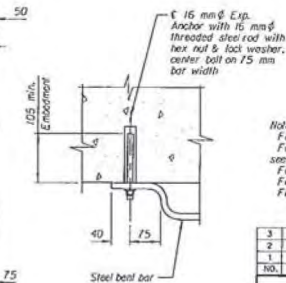


Note: Drip Groove, typ.  
The cost of furnishing and placing anchor bolts for light standard shall be subsidiary to contract unit price bid for "Class KCMCB 4K Concrete". Galvanize assembly after fabrication per ASTM A123.

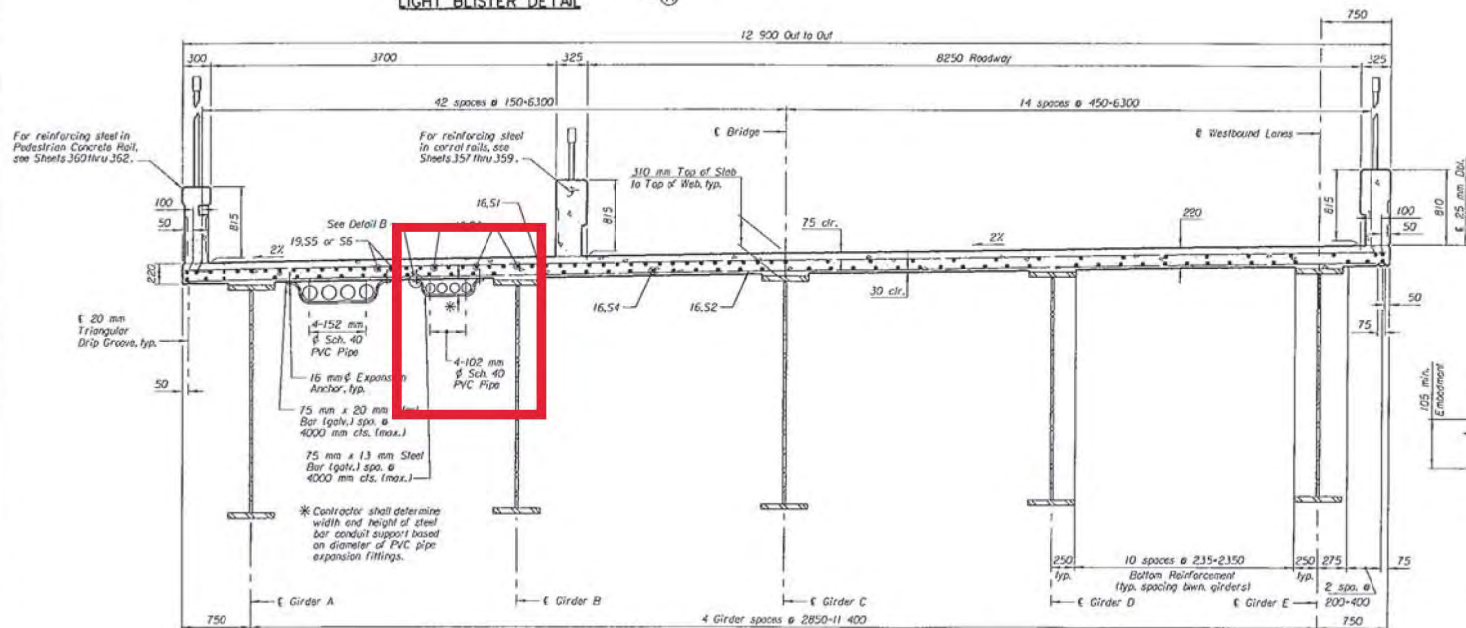


### LIGHTING BASE DETAILS

Notes:  
For Bill of Reinforcing Steel, see Sheet 371.  
For Corral Rail & Concrete Pedestrian Rail details,  
see Sheets 357 thru 362.  
For additional Lighting details, see Sheet 355.  
For notes regarding the lighting details, see Sheet 355.  
For details on light fixtures, see Sheets 167 thru 381.



DETAIL E



HALF SECTION NEAR PIERS & MID SPAN 3

HALF SECTION NEAR MID-SPANS 1,2 & 4

SECTION THRU SLAB

Note: Alternate methods of supporting the utility conduits may be used as approved by the Engineer.

3				
2				
1				
NO.	DATE	REVISIONS	BY	APP'D

CITY OF LINEXA, KANSAS

BR. NO. 51570460000023 STA. 1+181.515

# SUPERSTRUCTURE DETAILS

W.B. PRAIRIE STAR PARKWAY

PROJ. NO. 683000 JOHNSON CO.

SHEET	OF	SCALE	NO.	ADD'D
001	01	DETAILS	00	QUANTITIES
002	01	DETAILS	00	QUANTITIES
003	01	DETAILS	00	QUANTITIES
004	01	DETAILS	00	QUANTITIES
005	01	DETAILS	00	QUANTITIES
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097	01	DETAILS	00	QUANTITIES
098	01	DETAILS	00	QUANTITIES
099	01	DETAILS	00	QUANTITIES
100	01	DETAILS	00	QUANTITIES

# EV Charger Update

# Civic Center Garage

- Installation completed on April 6<sup>th</sup>
  - Striping coming soon
- Usage as of April 25<sup>th</sup>
  - 46 charge sessions
  - 60.6 hours charging
    - ~48 minutes per charger per day
  - 94.15 hours plugged-in
    - ~74 minutes per charger per day



# Cost

- Unit Costs: \$11,456
  - Covers 5 years of operation
- Supplies: \$4,114.43
  - Includes future striping



# Cost Recovery

- Policy
  - \$0.20/kWh + \$1/hour idle (w/ 1 hour grace period)
- Revenue
  - As of April 25<sup>th</sup>: \$70.47
- Cost Recovery
  - As of April 25<sup>th</sup>: \$32.30
  - Yearly: \$620.50
  - 5 Years: \$3102.50
  - Rebate: \$10,000

5 Year Net Costs		
Units	\$	(11,456.00)
Supplies	\$	(4,114.43)
Projected Cost Recovery	\$	3,102.50
Rebate	\$	10,000.00
<b>Total</b>	\$	<b>(2,467.93)</b>

# Old Town Parking Lot

- Dual-port pedestal unit
  - Anticipated Cost: \$6,374
  - Rebate: \$5,000
- City will self-perform work
  - Anticipated start date: June 1<sup>st</sup>
  - Anticipated finish date: June 15<sup>th</sup>



# Questions?