BOARD OF PARK AND RECREATION COMMISSIONERS

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PARKS & GOLF COURSES (PGC) COMMITTEE

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MEETING AGENDA

JCPRD Administration Sunflower Room
7900 Renner Road, Shawnee Mission, KS 66219
Monday, July 15, 2019 5:30 pm

CALL TO ORDER/ROLL CALL

DISCUSSION & ACTION

A. Camp Branch Streamway Trail, Phase 1 – Cliff Middleton, Planning & Development Manager
   Issue: Consider approval to increase the amount of the Camp Branch Streamway Trail, Phase I project and proceed to the bidding process.

B. T-Mobile Cell Tower Extension – Heritage Park – Bill Maasen, Superintendent of Parks & Golf Courses
   Issue: Consider an amendment to T-Mobile cell tower lease at Heritage Park starting 2022.

OTHER BUSINESS

ADJOURNMENT
ISSUE: Consider approval to increase project amount and proceed with bidding of Camp Branch Streamway Trail, Phase 1.

BACKGROUND: JCPRD contracted with Schlagel & Associates in 2016 to complete the planning and to prepare construction documents for Camp Branch Streamway Trail, Phase 1, and included the project in the 2017 Capital Projects list. Phase 1 will begin at a trailhead parking lot at the northeast corner of 175th Street and Mission Road and extend north approximately 1.15 miles along a tributary of Camp Branch to a temporary terminal point at Mission Road. Refer to Location Map, attached. Future phases will connect with future JCPRD and Overland Park trails to the north and with planned trails in the proposed Camp Branch Park to the south. Due to delays in gaining approvals and acquiring easements from adjacent property owners necessary to complete the proposed trail alignment, final design was not completed until Spring 2019, resulting in an escalation in the anticipated project cost from $899,260 to the current estimate of $1,003,510, total project cost including construction, permitting and soft costs.

ANALYSIS: Planning and Development staff are requesting approval from the Board to increase the project budget from $899,260 to $1,003,510 and to proceed with bidding the Camp Branch Streamway Trail, Phase 1. Staff recommends utilizing $104,250 from the CIP Bank to fund the increased cost for this project.

FUNDING REVIEW: Are there funding implications involved? □ No X Yes If Yes, explain: Anticipated total project costs will increase from $899,260 to $1,003,510.

ALTERNATIVES: Staff Recommendation

- Recommend consent approval as recommended by staff ................................................................. □
- Recommend consent approval as determined/modified by committee ........................................ X
- Recommend discussion and action by the full Board at Board Meeting ..................................... □
- Recommend denial of request ........................................................................................................ □
- Table for additional consideration .............................................................................................. □
- Take no action .............................................................................................................................. □
- Other: ........................................................................................................................................... □

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is legal counsel review required? X No □ Yes If yes, explain:

SUGGESTED RECOMMENDATION/MOTION:

It was the consensus of the committee to recommend Board consent approval to increase the project amount to $1,003,510 and to proceed with bidding the Camp Branch Streamway Trail, Phase 1 project.

SUPPORTING DOCUMENTATION:

1. Camp Branch Trail Location Map
Presented to: Parks & Golf Courses Committee  Meeting Date: 07/15/2019

Project Name/Identification: First Amendment to Lease Agreement with T-Mobile

Contact: Bill Maasen, Superintendent of Parks & Golf Courses  Phone: 913 826-3437

**ISSUE:** Consider an amendment to T-Mobile cell tower lease at Heritage Park starting in 2022.

**BACKGROUND:** The T-Mobile lease at Heritage Park cell tower will expire in 2022 and the lease agreement will extend the lease period for up to 15 years with rental payments gradually increasing annually.

**ANALYSIS:** JCPRD has been negotiating with T-Mobile for over six months on the terms of this lease extension and the terms recommended in this extension were suggested by JCPRD and its legal counsel.

**FUNDING REVIEW:** Are there funding implications involved?  
☐ No  ☒ Yes  If Yes, explain: Lease extension does provide a revenue stream for Heritage Park, reducing the tax burden to operate this park site.

**ALTERNATIVES:**
- Recommend consent approval as recommended by staff
- Recommend consent approval as determined/modified by committee
- Recommend discussion and action by the full Board at Board Meeting
- Recommend denial of request
- Table for additional consideration
- Take no action
- Other:

  If other, explain:

  Consequences or additional Information (if any):

**LEGAL REVIEW:** Is legal counsel review required?  
☐ No  ☒ Yes  If yes, explain: Legal counsel has approved of this terms of this lease extension and to the form provided.

**SUGGESTED RECOMMENDATION/MOTION:**

It was the consensus of the committee to recommend Board consent approval of “First Amendment to Lease Agreement” with T-Mobile for the cell tower at Heritage Park.

**SUPPORTING DOCUMENTATION:**
1. First Amendment to Lease Agreement
FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the “Amendment”) is effective as of the date of execution by the last party to sign (the “Effective Date”) by and between Johnson County Park and Recreation District (“Landlord”) and T-Mobile Central LLC, a Delaware limited liability company (“Tenant”) (collectively, the “Parties”).

Landlord and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated August 21, 1997, (the “Lease”) regarding Landlord’s leased area (“Premises”) located at 16201 Lackman, Olathe, Kansas 66062 (the “Property”).

NOW, for good and valuable consideration, Landlord and Tenant agree as follows:

1. The Lease is in full force and effect and neither Landlord nor Tenant is in breach under the terms of the Lease.

2. At the expiration of the Lease, the Term of the Lease will automatically be extended for three (3) additional and successive five (5) year terms (each a “Renewal Term”), provided, that Tenant may elect not to renew by providing Landlord or Tenant thirty (30) days’ notice prior to the expiration of the then current Renewal Term with the first opportunity for Tenant to elect not to renew occurring in July of 2022.

3. At the commencement of the First Renewal Term provided for in this Amendment on August 1, 2022, Tenant shall pay Landlord Two Thousand One Hundred Ninety-Six and 54/100 Dollars ($2,196.54) per month (“Rent”) in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted annually, effective on each anniversary of the Renewal Term as follows: (1) for the first year of each Renewal Term by an amount equal to five and seven-tenths percent (5.7%) more than the Rent for the immediately preceding year; and (2) for the second, third, fourth, and fifth years of each Renewal Term by an amount equal to one percent (1%) more than the Rent for the immediately preceding year. See Rent Schedule below.

Initial Term

<table>
<thead>
<tr>
<th>Year</th>
<th>Rent</th>
</tr>
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<tbody>
<tr>
<td>1</td>
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</tr>
<tr>
<td>2</td>
<td>$2,218.50</td>
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<tr>
<td>3</td>
<td>$2,240.68</td>
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<tr>
<td>4</td>
<td>$2,263.08</td>
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<tr>
<td>5</td>
<td>$2,285.71</td>
</tr>
</tbody>
</table>

See Rent Schedule below.
1st Option Period

Year 6 $2,415.99
Year 7 $2,440.14
Year 8 $2,464.64
Year 9 $2,489.18
Year 10 $2,514.07

2nd Option Period

Year 11 $2,657.37
Year 12 $2,683.94
Year 13 $2,710.77
Year 14 $2,737.87
Year 15 $2,765.24

4. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant: T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Attn: Lease Compliance/A5D0049A

If to Landlord: Johnson County Park and Recreation District 7900 Renner Road Shawnee Mission, KS 66219

5. Tenant reserves the right to update the description of the Premises to reflect any modifications or changes, from time to time during the Term of the Lease.

6. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.

7. Landlord will execute a Memorandum of Lease at Tenant's request. If the Property is encumbered by a deed, mortgage or other security interest, Landlord will also execute a subordination, non-disturbance and attornment agreement.

8. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
9. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.

10. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Landlord:

Johnson County Park and Recreation District

By: __________________________

Print Name: __________________________

Title: __________________________

Date: __________________________

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By: __________________________

Print Name: __________________________

Title: __________________________

Date: __________________________

________________________

By: __________________________

Print Name: __________________________

Title: __________________________

Date: __________________________

Kelly Dunham 6/13/19
T-Mobile Contract Attorney
as to form