

**AGREEMENT
BETWEEN THE CITY OF OLATHE, KANSAS
AND BOARD OF COMMISSIONERS OF THE
JOHNSON COUNTY PARK AND RECREATION DISTRICT FOR
THE DEVELOPMENT OF TRAILS**

THIS AGREEMENT is entered into this _____ day of _____, 2025 (the "Effective Date"), by and between the City of Olathe, Kansas, a municipal corporation duly organized in accordance with the laws of the State of Kansas (the "City") and Board of Commissioners of the Johnson County Park and Recreation District, a political subdivision of the State of Kansas, ("JCPRD"). The City and JCPRD (collectively, the "Parties", and each, a "Party"), in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE I
Purpose and Authority**

1. This Agreement is resulting from the annual selection process for the JCPRD Trail Development Funding Program, with funds allocated from JCPRD's 2026 Capital Improvement Program (CIP).
2. The purpose of this Agreement is to establish the responsibilities of the Parties for the funding and construction of certain trails, located at and around Olathe's Cedar Lake Park dam.
3. K.S.A. 12-2908 authorizes a municipality to enter into a contract with another municipality to perform any governmental service, activity, or undertaking which each contracting municipality is authorized to perform.

**ARTICLE II
Responsibilities of the Parties**

1. Trail Partnership
 - A. The City will contract for the design and construction of an approximate one mile, 10 foot wide recreational, multi-modal/multi-use trail south of 135th Street from the Beaver Shelter in Lake Olathe Park to Cedar Niles Park (located at 25780 W. 135th Street) (the "Project"). The City and JCPRD agree that the Project is of mutual benefit to both Parties. The Project is depicted in Exhibit A, attached hereto and incorporated into this agreement by reference.

- B. JCPRD will reimburse the City an amount up to \$200,000 (two-hundred thousand dollars) for design and construction of a portion of the Project (the "Reimbursement"). The portion of trail is a bridge approximately 190 feet in length and 12 feet in width and is situated at the Cedar Lake Park dam. The bridge is a part of a larger 10 foot wide recreational, multi-modal/multi-use trail located at Cedar Lake Park and connecting north to Cedar Niles Park and south to Lone Elm Park, with future anticipated connections south to 167th Street and east to Cedar Lake Village.
- C. Design of the Project shall meet the City's and JCPRD's applicable policies for accessibility standards for construction of public shared use paths and/or trails.
- D. Design of the project shall meet JCPRD's Trails Development Funding Program Policy depicted in Exhibit B, attached hereto and incorporated into this agreement by reference.
- E. Design of the project shall meet JCPRD's Trail Design Guidelines and Details depicted in Exhibit C, attached hereto and incorporated into this agreement by reference.
- F. The City will provide maintenance of this trail constructed by virtue of the project in perpetuity.
- G. Upon certification of completion of the Project by the City, the City will present proof of expenditures on the Project to JCPRD. JCPRD will, within thirty (30) calendar days of receipt of such proof of expenditures, pay the Reimbursement.

2. Land Acquisition

- A. The City will acquire all necessary public street right-of-way, permanent recreation easements, and temporary construction easements needed for the Project.

ARTICLE III Duration

- 1. Duration. It is contemplated that the term of this Agreement is perpetual.

2. Termination. Subject to the following provisions, this Agreement may be terminated by either party upon ninety (90) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the Parties until said work or services are completed and accepted.

Types of termination include:

- a. Termination for Convenience

In the event that the contract is terminated or cancelled upon request and for the convenience of either party, without the required ninety (90) days advance written notice, then the Parties agree to negotiate reasonable termination costs, if applicable.

- b. Termination for Cause

Termination by either Party for cause, default or negligence on the part of the other Party shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The ninety (90) days advance notice requirement is waived in the event of termination for cause.

- c. Termination Due to Unavailability of Funds

When funds are not appropriated or otherwise made available to support continuation of performance by either Party, the contract shall be cancelled at the discretion of the non-appropriating Party.

ARTICLE IV **Indemnification and Insurance**

1. To the fullest extent permitted by law, the City will indemnify and hold harmless JCPRD, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of the City, its agents, officials and employees and other persons employed or utilized by the City in the performance of the agreed upon services.

2. To the fullest extent permitted by law, JCPRD will indemnify and hold harmless the City, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of JCPRD, its agents, officials and employees and other persons employed or utilized by JCPRD in the performance of the agreed upon services.
3. The City will require all vendors and contractors contracted to work on the Project to maintain insurance in such types and amounts as it would for a comparable public infrastructure design and construction project and will forward all contracts, including proof of such requirements and certificates of insurance, to JCPRD.

ARTICLE V **Applicable Law**

The Agreement is entered into and will be controlled by the laws of the State of Kansas. The District Court of Johnson County, Kansas will be the sole venue for litigation of any dispute arising under this Agreement.

ARTICLE VI **Modifications**

The parties agree these writings represent the total Agreement between the parties. Any additions or modifications to this Agreement must be evidenced in writing and signed by both parties.

ARTICLE VII **Severability**

Should any provision of this Agreement for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement will be affected; and this Agreement will then be construed and enforced as if such illegal, invalid or unconstitutional provision had not been contained herein.

BY: CITY OF OLATHE, KANSAS

John W. Bacon, Mayor

ATTEST:

Brenda D. Swearingian, City Clerk

APPROVED AS TO FORM:

Ronald R. Shaver, City Attorney

BY: JOHNSON COUNTY PARK AND
RECREATION DISTRICT BOARD OF
COMMISSIONERS

Leslee Rivarola, Chair, Johnson County Park
and Recreation District Board of
Commissioners

ATTEST:

Board Secretary

APPROVED AS TO FORM:

Attorney for the Board

CEDAR LAKE PARK | MASTERPLAN

EXHIBIT A



EXHIBIT B

44. TRAIL DEVELOPMENT FUNDING PROGRAM (TDFP) POLICY

It is the policy of the Johnson County Park and Recreation District (JCPRD) to provide financial assistance to local municipalities within Johnson County, Kansas, to further the development of a county-wide trail system. The continued development of JCPRD's Streamway Parks System (SPS), a series of linear parks on designated streams within Johnson County, is a priority. However, to connect communities and provide valuable recreation opportunities to area residents, JCPRD supports all municipal multi-use trail development throughout the county.

A. The JCPRD Board of Park and Recreation Commissioners (Board) has identified the following streams for development as a part of the SPS:

1. Mill Creek*
2. Camp Branch*
3. Coffee Creek and Blue River*
4. Cedar Creek*
5. Indian Creek*
6. Rock Creek**
7. Tomahawk Creek*
8. Turkey Creek*
9. Bull Creek*
10. Kill Creek*
11. Kill Creek West Fork**

** Denotes streams that were identified as potential sites for streamway park development in the 1986 ballot issue.*

***Denotes streams that were added through Board action in 2006.*

- B. Any municipality located within Johnson County is eligible to participate in the TDFP.
- C. Eligible projects to be considered for the TDFP shall include recreational trail infrastructure projects related to bicycle and pedestrian forms of transportation, including access to water trails.
- D. Funding may be requested annually by local municipalities through submittal in writing to JCPRD's Planning and Development Manager.
 1. All funding requests shall include proposed funding sources, detailed construction estimate, location map, proposed construction timeline, and demonstration of the municipality's plan for operating and maintaining the completed facility. If approved, each detail will be included in the funding agreement between the municipality and JCPRD.

2. Municipality shall provide a copy of the adopted master plans and proof that the governing body supports the funding request(s).
3. Funding requests shall be submitted annually.
4. All right-of-way required for linear park development shall be the responsibility of the local municipality.

E. Funding of any project is subject to the availability of funds within JCPRD's Capital Improvement Program (CIP) through a Capital Projects Account restricted for trail development.

1. A planned 5-year CIP is approved by the JCPRD Board annually, including a list of projects to be funded in the first year.
2. To ensure continued partnerships and county-wide trail development, a line item for trail development shall be included in the 5-year CIP, to be allocated annually as funding allows and as the JCPRD Board authorizes.

F. Upon receipt of request, projects shall be evaluated by the JCPRD CIP Committee and presented to the Board for final recommendation and approval. Projects shall be prioritized based on the following criteria:

1. Demonstrated community support (such as through public hearings, citizen/public meetings and/or Town Hall Meetings, documented through the planning and/or master planning process).
2. Located within one of the streamway areas identified in this policy
3. Connectivity to existing or proposed trails:
 - a. Connection to an existing or planned JCPRD trail system will receive top priority
 - b. Connection to an existing municipal trail
 - c. Project is part of a city, county, or regional trail plan adopted or recognized by the requesting municipality
4. Connectivity to parks, activity centers, and residents:
 - a. Connection to an existing JCPRD park or municipal park
 - b. Connection to community centers, recreation facilities, schools, or other activity centers
 - c. Project provides access to residents through neighborhood bicycle/pedestrian links or by providing parking and other trailhead amenities
5. Trail project anticipated use and service level:
 - a. Population within one mile of the proposed trail
 - b. Project links a gap in the trail system

c. Project provides recreation trail opportunity for unserved and under-served area

6. Safety:

- a. Proposed trail project shall be designed by a licensed designer in the State of Kansas to meet or exceed JCPRD design standards and guidelines for the intended use.
- b. Proposed trail project shall meet applicable accessibility guidelines (ADA, ABA, PROWAG)
- c. Proposed trail improves safety by addressing a known bicycle/pedestrian use safety issue or by providing an alternative route for bicycle and/or pedestrian use

Additional consideration shall be given to those projects that meet the above criteria and that shall receive federal transportation program funding or grant funding.

G. Municipality shall enter into a reimbursement agreement with JCPRD for approved projects.

H. After completion of the project, JCPRD's approved contribution may be reimbursed to the local municipality within 60 days of the municipality's written request for reimbursement. Requests for reimbursement must include copies of invoices paid.

JCPRD shall participate at a level not to exceed 50 percent (50%) of the project cost (excluding the cost of land acquisition). In the event a project receives additional third-party funding (grants, donations, etc.), JCPRD shall participate at a level not to exceed 50% of the remaining expense (excluding the cost of land acquisition). JCPRD's participation shall not exceed the amount funded in the CIP for trail development partnerships without JCPRD Board approval.

Approved: 10/19/16

Revised: 05/17/17

Revised 10/24/2024

EXHIBIT C

1.2 TRAILS

1.2.1 PAVED MULTI-USE TRAILS

Paved recreation trails will be designed and built to comply with the US Access Board (ABA) 2014 standards for Outdoor Developed Areas. Trails used as access routes between accessible components will utilize ADA standards. Trails in right of way areas may utilize PROWAG.

1.2.2 MULTI-USE TRAILS FOR TRANSPORTATION

Projects may arise where JCPRD seeks Federal Transportation grant funding, at which point the current AASHTO Standards for Recreation Trails will apply, in addition to ADA and ABA standards, in order to be eligible for funding as a 'transportation route.'

1.2.3 STANDARD TRAIL WIDTH – PAVED MULTI-USE TRAILS

Standard trail pavement minimum width is 10', with a 2' wide minimum graded shoulder on each side. Shoulder should be clear of obstructions and should match slope of the trail surface with a 2% maximum slope. Total clear corridor = 14' minimum. Bridges on trails designed with heavy pavement will be 14' clear standard width. Bridges on trails designed with light pavement may be 10-12' width, depending on availability of nearby alternate maintenance and vehicular access routes.

1.2.4 STANDARD TRAIL PAVEMENT SECTIONS – PAVED MULTI-USE TRAILS

Light Asphalt Pavement – along existing paved routes where heavy equipment will not utilize trail pavement to access trail corridor for maintenance and repair. E.g. trails that parallel roadways or are accessible via alternate routes.

Pavement section minimum: Compacted subgrade, geotextile fabric, 6" compacted AB3 base, 4" KDOT BM2 (or APWA Type 1-01 equal) asphalt course

Heavy Asphalt Pavement – in areas where trail pavement provides the only access for heavy vehicular traffic including ambulances, construction equipment, and maintenance vehicles heavier than 1 Ton trucks. E.g. streamway trail between access points.

Pavement section minimum: Compacted subgrade, geotextile fabric, 6" compacted Ab3 base, 4" KDOT BM2B (or APWA Type 1-01 equal) base course, + 2" KDOT BM2 (or APWA Type 3-01 equal) surface course.

Light Concrete Pavement – along existing paved routes where heavy equipment will not utilize trail pavement to access trail corridor for maintenance and repair. E.g. wide sidewalks.

Pavement section minimum: Compacted subgrade, 2" minimum compacted crushed rock levelling course, 4" Concrete KCMMB 4K mix, fiber reinforced

Heavy Concrete Pavement - in areas where trail pavement provides the only access for heavy vehicular traffic including ambulances, construction equipment, and maintenance vehicles heavier than 1 Ton trucks.

Pavement section minimum: Compacted subgrade, 2" minimum compacted crushed rock levelling course, 6" Concrete KCMMB 4K mix, fiber reinforced and #4 rebar at 18" o.c.e.w.

1.2.5 REINFORCING FABRIC

JCPRD asphalt paved trails, unless otherwise recommended by the project engineer, will include a layer of geotextile fabric, commonly Tencate *Mirafi 600X (or equal)*, underneath the AB₃ base. This geotextile fabric has been a successful reinforcement in park trails, decreasing frequency of surface defects and associated maintenance, and increasing the longevity of the built trail.



JOHNSON COUNTY
Park & Recreation
District

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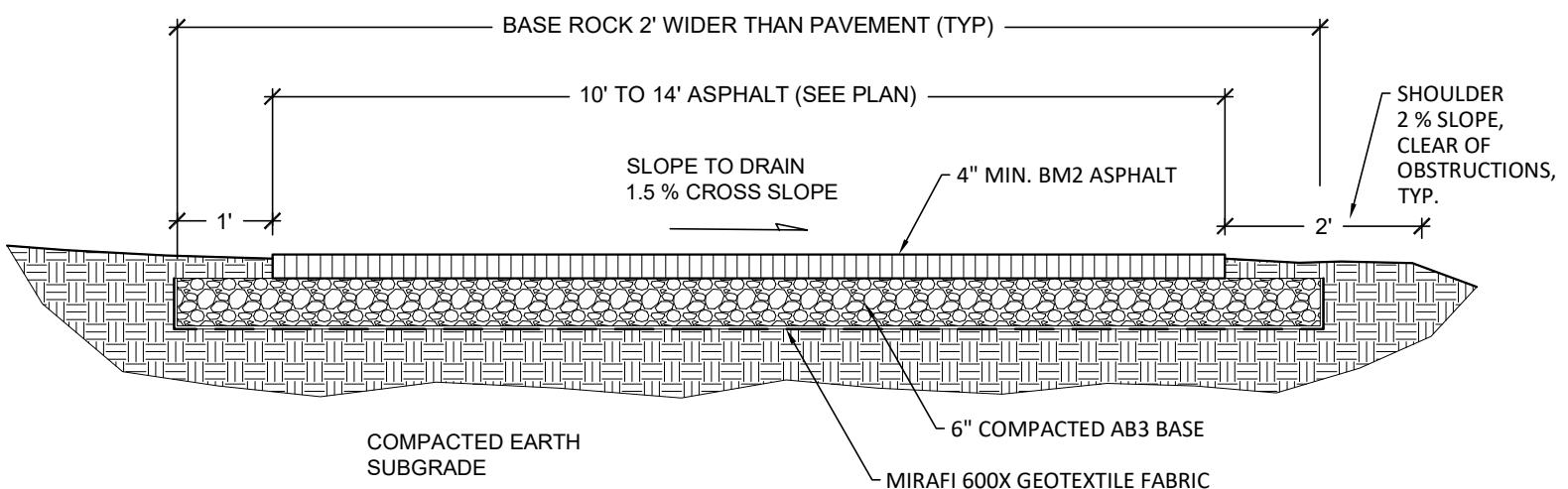
Asphalt Trail Details
JCPRD Standard Details
2025

PROJECT NO:
DRAWN BY: JW
DATE: 2/21/25
REVISION
DATE

SHEET

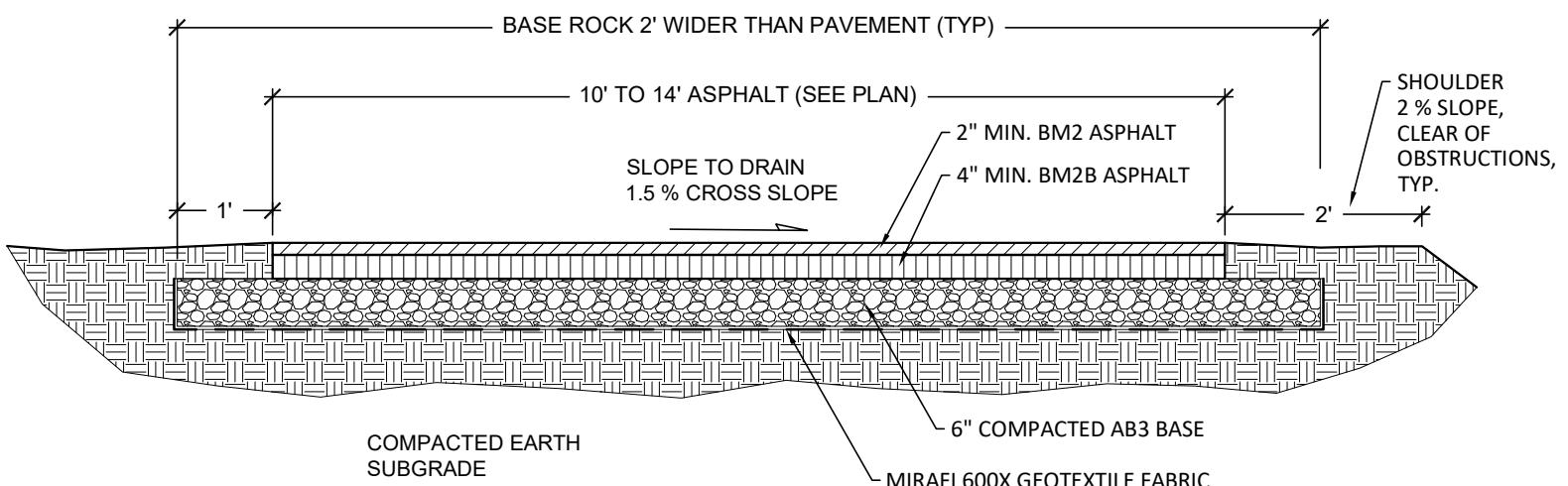
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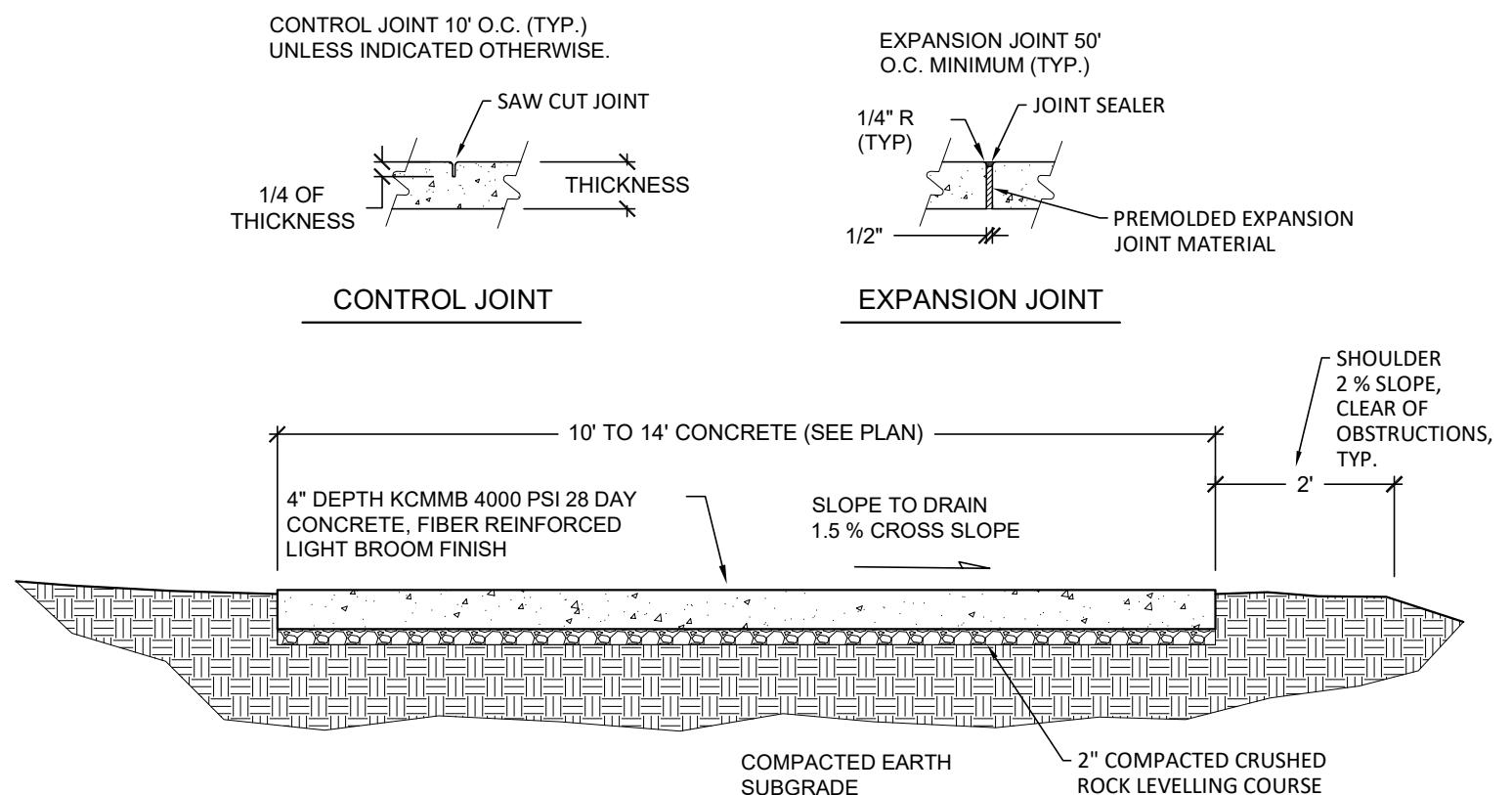
LIGHT ASPHALT TRAIL SECTION (TYP.)

NO SCALE



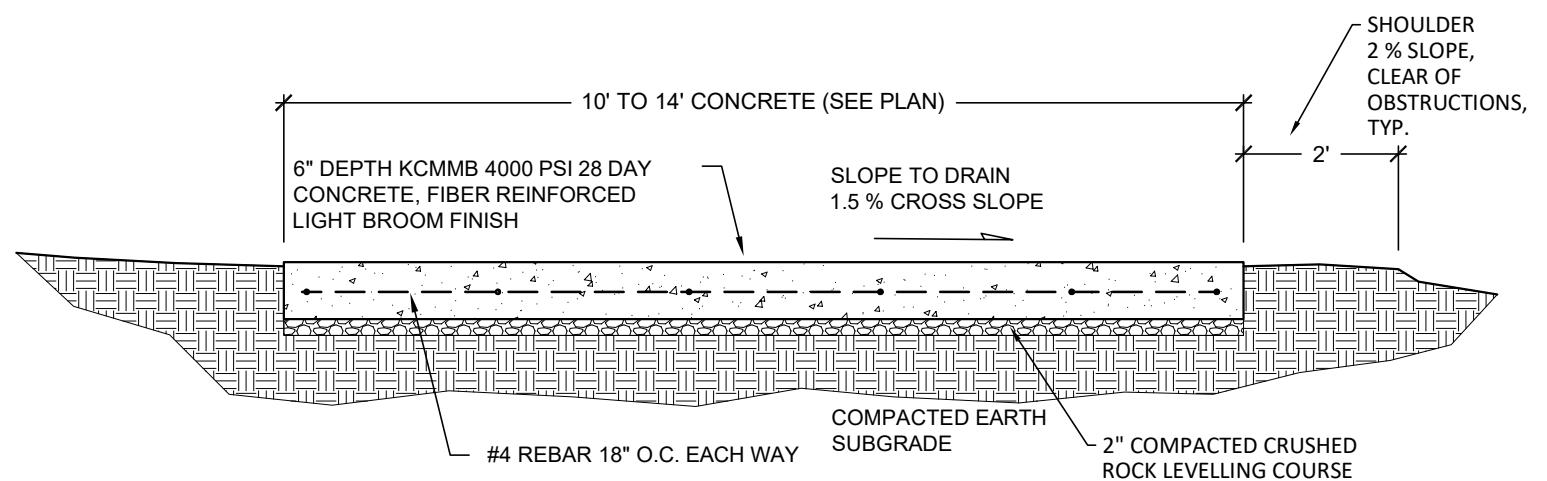
HEAVY ASPHALT TRAIL SECTION (TYP.)

NO SCALE



LIGHT CONCRETE PAVEMENT TRAIL SECTION(TYP.)

NO SCALE



HEAVY CONCRETE PAVEMENT TRAIL SECTION(TYP.)

NO SCALE

PROJECT NO:
DRAWN BY: JW
DATE: 2/21/25
REVISION
DATE

SHEET

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