



## Agenda

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

**JUNE 1, 2021  
7:00 PM  
COMMUNITY FORUM**

**CALL TO ORDER** Pledge of Allegiance

**ROLL CALL**

**APPROVE MINUTES** May 18, 2021 City Council Meeting draft minutes (located in the Appendix)

**MODIFICATION OF  
AGENDA**

**PROCLAMATIONS** LGBTQ Pride Month  
National Gun Violence Awareness Day June 4

**CONSENT AGENDA** **Item Numbers 1 through 4**

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. Change Order No. 1 for the 2021 Pavement Management Program Thoroughfare Overlay Project

*The bridge approach slabs for the Prairie Star Parkway overpass at K-7 Highway need to be replaced. Change Order No. 1 adds this work to the Thoroughfare Overlay Project in the 2021 Pavement Management Program. The total cost of the change order is \$231,795, which is an increase of 13% to the original contract price.*

2. Resolution authorizing the Mayor to execute an agreement with IGM Technology Corp. for software used to prepare the budget document and annual financial report

*The Finance Department requires software for the preparation of the budget document and the annual financial report. The Gravity software platform from IGM Technology Corp. has been selected based on ease of use and fees. The implementation fee for the software is \$20,000 and the annual subscription fee is \$21,000 in Year 1 and \$21,630 (3% increase) in Year 2.*

3. Ordinance authorizing the Mayor to grant a contract franchise to WANRack, LLC to construct, operate, and maintain a telecommunications system in the city

*This ordinance will create a new franchise with WANRack, LLC to construct, operate, and maintain a telecommunications system in the city. The franchise ordinance includes a 5% fee on gross receipts and a two-year term with four automatic renewal terms of two years each for a total of 10 years.*

4. Ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation for the construction of the 109th Street to College Boulevard and Pflumm Road Storm Drainage Improvements Project

*This ordinance authorizes City staff and its acquisition counsel to file a condemnation petition with the district court to acquire the necessary easements and rights-of-way for the construction of the 109th Street to College Boulevard and Pflumm Road Storm Drainage Improvements Project.*

## END OF CONSENT AGENDA

### NEW BUSINESS

None

### 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.

### COUNCILMEMBER REPORTS

### STAFF REPORTS

### ADJOURN

### APPENDIX

5. May 18, 2021 City Council Meeting draft minutes

6. LGBTQ Pride Month Proclamation
7. National Gun Violence Awareness Day Proclamation
8. Item 2 -- IGM Technology Corp. Agreement
9. Item 3 -- WANRack, LLC Contract Franchise Ordinance
10. Item 4 -- 109th Street Storm Drainage Improvements Project Ordinance

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**

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**SUBJECT:** Change Order No. 1 for the 2021 Pavement Management Program Thoroughfare Overlay Project

**CONTACT:** Charlie Love, Assistant Municipal Services Director

**DATE:** June 1, 2021

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**ACTION NEEDED:**

Approve Change Order No. 1 for the 2021 Pavement Management Program (PMP) Thoroughfare Overlay Project.

**PROJECT BACKGROUND/DESCRIPTION:**

Change Order No. 1 will cover additional work to be completed as part of the 2021 PMP. The additional work includes removing and replacing the bridge approach slabs for the Prairie Star Parkway overpass at K-7 Highway. These approach slabs are in need of repair and were not included in the Prairie Star Parkway and K-7 Traffic Signal Project or the PMP Prairie Star Parkway Overlay Project.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The change order is an increase of 13% to the original contract price and will be funded by 50% PMP funds and 50% Bridge Maintenance funds.

Original contract amount	\$1,761,936.20
Change Order No.1	\$231,795.00
Revised contract amount	\$1,993,731.20

Funding sources for the PMP includes a portion of the 3/8-cent sales tax, property tax revenue, and the City's share of gas tax revenue (Special Highway Fund). The Bridge Maintenance fund is funded through the Capital Improvement Fund (CIF).

**STAFF RECOMMENDATION:**

Approval of the change order.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

**Guiding Principles**

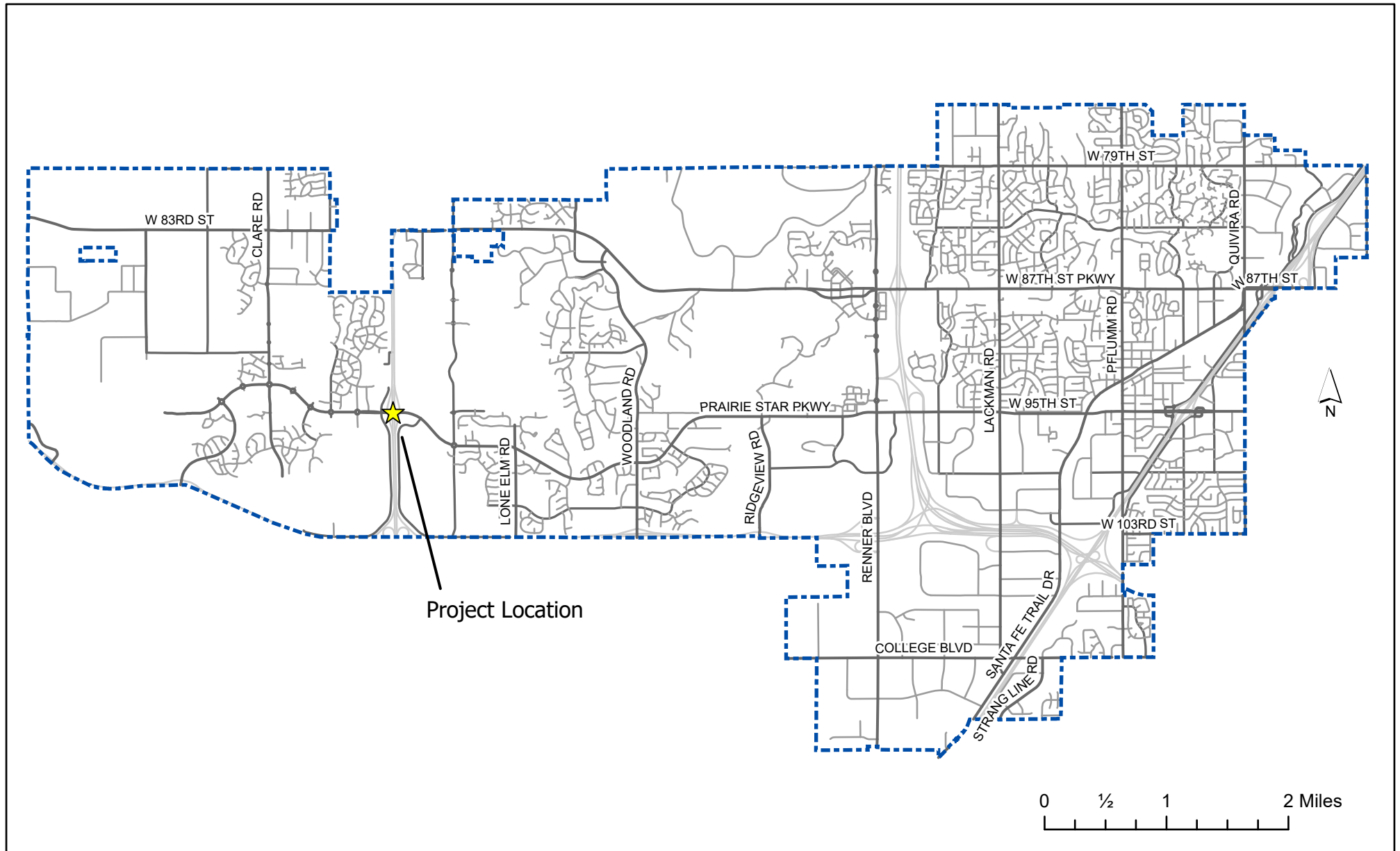
Strategic Community Investment  
Prudent Financial Management

## **ATTACHMENTS**

1. Map
2. Change Order No. 1

# 2021 PMP - Thoroughfare Overlay

## Change Order No. 1





## CONSTRUCTION CHANGE ORDER FORM

PO: 2100123

7700 COTTONWOOD STREET · LENEXA, KANSAS 66216 · PH. (913) 477-7500 FAX (913) 477-7730 · WWW.LENEXA.COM

Date: 5/26/2021 Change Order Request 1  
Project Manager: Stephen Mustain  
Project Number: 60120  
Project Name and Location: 2021 PMP Thoroughfare Overlay  
Contractor Name: Superior Bowen Asphalt (5214)

### Reason for change order (Check all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Unforeseen Conditions                    | <input type="checkbox"/> Utility Conflict                    |
| <input type="checkbox"/> Design Omission                          | <input type="checkbox"/> Work to accommodate another project |
| <input checked="" type="checkbox"/> Scope Change (City Initiated) | <input type="checkbox"/> Scope Change (Contractor Initiated) |
| <input type="checkbox"/> Other                                    | <input type="checkbox"/> Quantity Error                      |

### Urgency of Change Order:

- ☐ Contractor cannot proceed with any project work until change order is approved.
- ☐ Contractor cannot proceed with major project work, but can continue work.
- ☒ Contractor can proceed with all work except the immediate portion affected by the change order.
- ☐ Contractor must proceed with work before the change order can be approved.
- ☐ Change order is desirable, but not absolutely necessary to complete the project.

### Contract Summary:

The original Contract Sum was:	\$1,761,936.20
Net change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$1,761,936.20
The Contract Sum will be modified by this Change Order in the amount of:	\$231,795.00
The new Contract Sum will be:	\$1,993,731.20
% <u>Increase</u> (decrease) from current contract amount:	13.16%
The Contract Time will be increased (decreased) by:	\$0.00

Sufficient budget available to cover the requested change order? ☒ YES ☐ NO

### Additional Required Approval:

City Administrator Approval Required: ☐ YES ☒ NO

≥ \$20,000 < \$75,000) and not requiring Governing Body approval

Governing Body Approval Required: ☒ YES ☐ NO

Contracts \$0 to \$1,000,000: Change Orders greater than or equal to \$50,000

Contracts \$1,000,000 to \$3,000,000: Change Order increases contract by greater than 5%

Contracts greater than \$3,000,000: Change Order greater than or equal to \$150,000

**Description of work to accomplish the change order:**

(Attach appropriate backup material necessary to document the requested change order)

**ITEM NO. 1**

Mobilization \$7,500.00

**ITEM NO. 2**

Traffic Control \$17,500.00

**ITEM NO. 3**

Removal of Improvements \$27,720.00

**ITEM NO. 4**

Form & Pour Concrete Approach Pavement \$111,600.00

**ITEM NO. 5**

Pavement Markings \$6,025.00

**ITEM NO. 6**

4" Depth Bridge Repairs \$13,650.00

**ITEM NO. 7**

Replace Flume \$9,100.00

**ITEM NO. 8**

Flowable Fill in Place \$3,250.00

**ITEM NO. 9**

2" Asphalt Overlay \$2,700.00

**ITEM NO. 10**

Remove & Replace Guardrail \$32,750.00

**Total Change Order Amount:**

**\$231,795.00**

Approved:

Neil Shacklett  
Superior Bowen Asphalt

5/26/2021

Date

Nick Arena, Director of Municipal Services

Date

Michael A. Boehm, Mayor

Date





**SUPERIOR BOWEN**

May 25, 2021

City of Lenexa  
7700 Cottonwood Street  
Lenexa, KS 66216

**Re: Prairie Star and K-7**

Stephen,

Below is our pricing to replace the existing concrete approach pavements on the east and west sides of the Prairie Star & K-7 structure. Our prices are based on 12" thick approach slabs with steel per standard KDOT bridge approach detail. If you have any questions or need any additional information, please contact us.

<u>Item</u>					
<u>No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	1.0	LS	\$7,500.00	\$ 7,500.00
2	Traffic Control	1.0	LS	\$17,500.00	\$ 17,500.00
3	Removal of Improvements	360.0	SY	\$77.00	\$ 27,720.00
4	Form & Pour Concrete Approach Pavement	360.0	SY	\$310.00	\$ 111,600.00
5	Pavement Markings	1.0	LS	\$6,025.00	\$ 6,025.00
6	4" Depth Bridge Repairs	10.0	SY	\$1,365.00	\$ 13,650.00
7	Replace Flume	20.0	LF	\$455.00	\$ 9,100.00
8	Flowable Fill in Place	10.0	CY	\$325.00	\$ 3,250.00
9	2" Asphalt Overlay	30.0	SY	\$90.00	\$ 2,700.00
				<b>Total</b>	<b>\$ 199,045.00</b>
Alt. 1	Remove & Replace Guardrail	1.0	LS	\$32,750.00	\$ 32,750.00

Sincerely,  
Superior Bowen Asphalt Company, LLC.

Neil Shacklett



**CITY COUNCIL  
MEMORANDUM**

**ITEM 2**

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**SUBJECT:** Resolution authorizing the Mayor to execute an agreement with IGM Technology Corp. for software used to prepare the budget document and annual financial report

**CONTACT:** Doug Robinson, Chief Financial Officer

**DATE:** June 1, 2021

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**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor to execute an agreement with IGM Technology Corp. for software used to prepare the budget document and annual financial report.

**PROJECT BACKGROUND/DESCRIPTION:**

The Finance Department has used a combination of Microsoft Word and Excel documents to prepare both the budget document and the annual financial report for the last several years. During this time, technology has improved significantly and better options are now available to create these documents and financial reports. Staff identified two software options with the ability to create both the annual budget document and the annual financial report: the Gravity platform (from IGM Technology Corp.) and Workiva.

The Finance Department worked with the City Manager's office, the Communications Department, and the Information Technology (IT) Department to review multiple demonstrations of the software platforms. Based on staff's review, the Gravity platform will streamline the process to prepare the financial documents and appears easier to use than the Workiva platform. In addition, the software implementation for the Gravity platform will be handled by IGM Technology Corp. staff while the Workiva implementation would be handled by a third-party consultant. As a result, the initial implementation fees for the Gravity platform are significantly lower than the proposed implementation fees for the Workiva platform. After reviewing the products, staff recommends selecting the Gravity platform from IGM Technology Corp.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

Implementation fees for the software are \$20,000. The annual subscription fee for the software is \$21,000 in Year 1 and \$21,630 (a 3% increase) in Year 2. Thereafter, annual subscription fee increases will be no more than 5% annually. The fees will be paid from the IT Department operating budget.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

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

### **Vision 2040**

### **Guiding Principles**

Prudent Financial Management

## **ATTACHMENTS**

1. Resolution
2. Agreement located in the Appendix

**RESOLUTION NO. 2021 - \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND IGM TECHNOLOGY CORP. ("IGM") FOR FINANCIAL REPORTING SOFTWARE.**

WHEREAS, the City conducted a search process for financial software to assist with preparation of annual budget and financial documents; and

WHEREAS, the City selected the Gravity software platform from IGM based on its ease of use and proposed fee; and

WHEREAS, the City and IGM have negotiated a new software license agreement for a term of two (2) years.

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby authorize the Mayor to execute the agreement with IGM in substantially the same form as the agreement, attached hereto as Exhibit A, and all other forms and documents acceptable to the City Attorney necessary to effectuate the agreement.

SECTION TWO: This Resolution shall take effect immediately after its adoption.

ADOPTED by the Lenexa City Council this 1st day of June, 2021.

SIGNED by the Mayor this 1st day of June, 2021.

CITY OF LENEXA, KANSAS

Attest:

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

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

Approved As To Form:

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



**CITY COUNCIL  
MEMORANDUM**

**ITEM 3**

**SUBJECT:** Ordinance authorizing the Mayor to grant a contract franchise to WANRack, LLC to construct, operate, and maintain a telecommunications system in the city

**CONTACT:** Steven Shrout, Assistant City Attorney  
Sean McLaughlin, City Attorney

**DATE:** June 1, 2021

**ACTION NEEDED:**

Pass an ordinance authorizing the Mayor to grant a contract franchise to WANRack, LLC ("WANRack") to construct, operate, and maintain a telecommunications system in the city.

**PROJECT BACKGROUND/DESCRIPTION:**

This franchise ordinance is substantially similar to the City's current franchises with other telecommunication entities. The franchise provides that any use of the right-of-way by WANRack is subordinate to the City's health, safety, and welfare requirements and regulations, including the City's right-of-way management code. The franchise does not include the right to use any other City-owned facilities, parkland, or property. Pursuant to the franchise, WANRack is required to maintain sufficient workers' compensation and general liability insurance or demonstrate to the City that it is self-insured and able to provide sufficient coverage to protect the City from any claims for personal injury or property damage occasioned by WANRack.

Finally, the franchise agreement contains a provision allowing for renegotiation upon the occurrence of certain events including, but not limited to, change in law, regulation, or other unanticipated material changes. The franchise agreement will become effective on June 9, 2021. The franchise is for a two-year term with up to four automatic renewal terms of two years each for a total of 10 years.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The City will receive 5% of the gross receipts for certain telecommunication services that WANRack collects within the city.

**STAFF RECOMMENDATION:**

Passage of the ordinance.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

**Guiding Principles**

Prudent Financial Management

## **ATTACHMENTS**

1. Ordinance located in the Appendix



**CITY COUNCIL  
MEMORANDUM**

**ITEM 4**

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**SUBJECT:** Ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation for the construction of the 109th Street to College Boulevard and Pflumm Road Storm Drainage Improvements Project

**CONTACT:** Tom Jacobs, Stormwater Engineer  
Tim Green, Deputy Community Development Director

**DATE:** June 1, 2021

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**ACTION NEEDED:**

Pass an ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation for the construction of the 109th Street to College Boulevard and Pflumm Road Storm Drainage Improvements Project ("Project").

**PROJECT BACKGROUND/DESCRIPTION:**

This project includes rehabilitation or replacement of the main drainage line that runs from the intersection of 109th Street and Pflumm Road to College Boulevard. This storm sewer system failed and was repaired near 109th Street in 2015. At that time, staff observed that the remainder of the large 80-inch by 55-inch arch pipe to the south was failing as well and needed to be scheduled for replacement. The project requires easement acquisitions across approximately 12 properties.

On March 2, 2021, the City Council passed Resolution 2021-021, which authorized City staff to begin the acquisition process. The resolution authorized the Community Development Director, or a designee, to negotiate and approve offers for the easements and rights-of-way necessary for the Project and to enter into agreements accomplishing such acquisition, whose value does not exceed authorization under the City's purchasing policy; and the City Manager, or a designee, was authorized to enter into all other agreements accomplishing such acquisition, provided there is sufficient funding available in the approved project budget to accomplish the same.

The Project initially required easements from 12 tracts and the City has acquired the necessary easements from two of these tracts. The remaining 10 tracts are anticipated to be included in the condemnation proceedings. The City, however, will continue to negotiate the acquisitions for each of the remaining tracts during the condemnation process and remove any tracts from the condemnation proceedings as they are acquired.

Should the ordinance pass, the condemnation proceedings will take approximately 90 days. The condemnation proceedings will not affect the timeline for the Project, which is not scheduled to begin until fall 2021.

The City is using Orrick & Erskine as its acquisition counsel.

**STAFF RECOMMENDATION:**

Passage of the ordinance.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

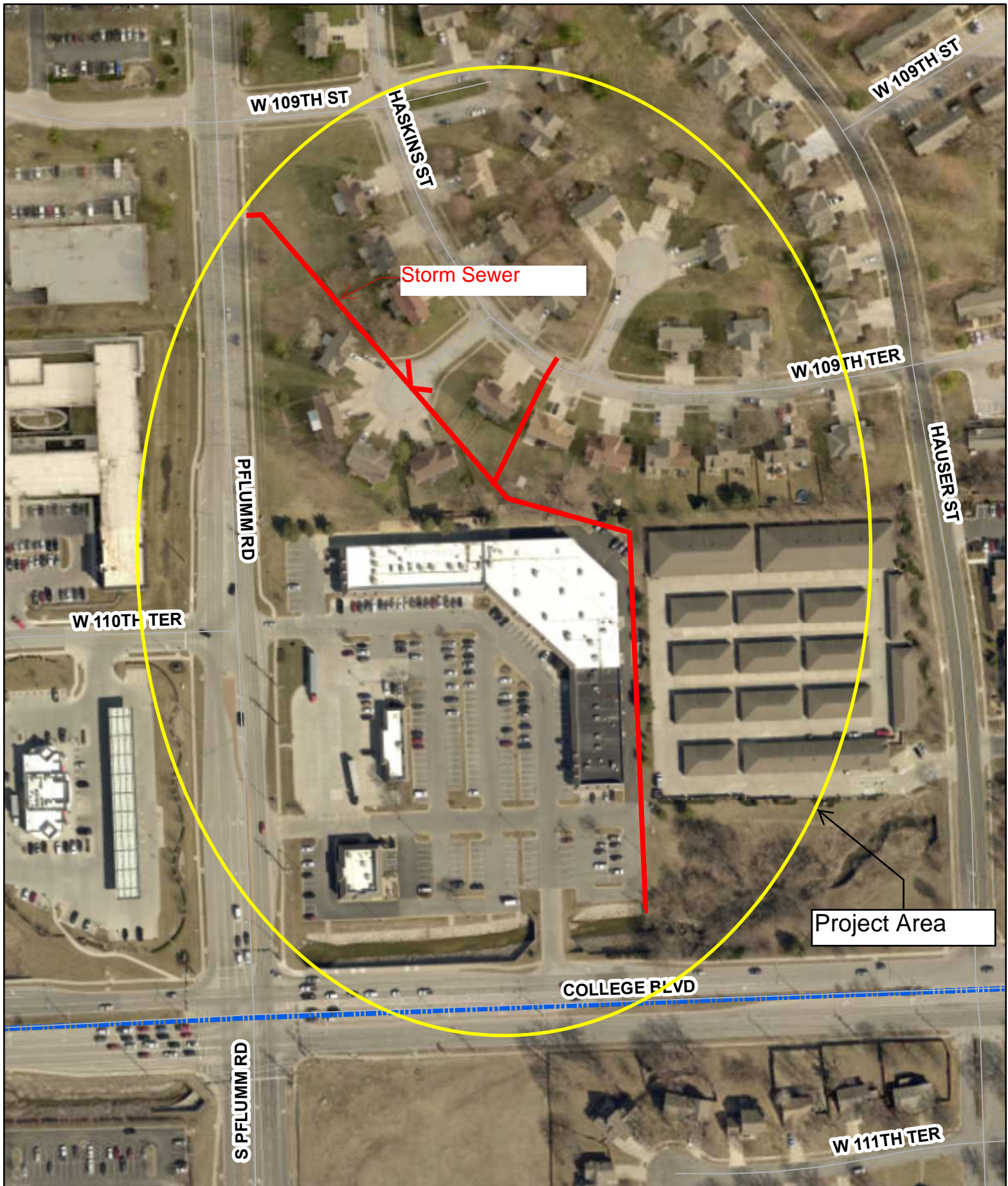
**Guiding Principles**

Strategic Community Investment

**ATTACHMENTS**

1. Map
2. Ordinance located in the Appendix





# 109th Street to College Stormsewer Repairs

## Aerial/Vicinity Map



**MINUTES OF THE  
MAY 18, 2021  
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 Eiterich, Nicks, Nolte, Roh, Hunt, Sayers, and Stuke were present with Mayor Boehm presiding. Councilmember Karlin was absent.

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

**APPROVE MINUTES**

*Councilmember Stuke made a motion to approve the May 4, 2021 City Council Meeting draft minutes and Councilmember Sayers seconded the motion. Motion passed unanimously.*

**MODIFICATION OF AGENDA**

None

**CONSENT AGENDA**

1. Bid award to Redford Construction for the 98th Terrace at Walker Street Storm Drainage Improvements Project  
*Emergency repairs to a failed corrugated metal pipe across 98th Terrace at Walker Street are necessary. Staff requested bids from three companies who have performed this type of work in the past. The lowest bid was from Redford Construction for \$172,730.*
2. Authorize the purchase of snow equipment to outfit tandem-axle and single-axle dump trucks for the Municipal Services Department  
*This purchase includes snow plows, salt spreaders, and hydraulic systems for the tandem-axle and single-axle dump trucks. The total price of the equipment is \$256,817 through the Kansas City, Missouri Cooperative Purchasing Agreement.*
3. Acceptance of sewer, landscape, and utility easements and public right-of-way as shown on Monticello Ranch final plat



*This final plat is for Monticello Ranch, a one-lot subdivision. Sewer, landscape, and utility easements and public right-of-way are being dedicated to the City as part of Monticello Ranch. PT21-08F*

4. Acceptance of sewer and drainage easements and public right-of-way as shown on The Ridge at Cottonwood Canyon final plat  
*This final plat is for The Ridge at Cottonwood Canyon, a multi-family development marketed to retirement-aged residents. Sewer and drainage easements and public right-of-way are being dedicated to the City as part of The Ridge at Cottonwood Canyon. PT21-11F*
5. Resolution authorizing the Mayor to execute Addendum Two to the Contractual Facility Cleaning Services Agreement with City Wide Maintenance Co., Inc. to provide additional facility cleaning services at Lenexa City Hall and the Lenexa Public Market  
*The City currently contracts with City Wide Maintenance Co., Inc. ("City Wide") for the provision of contractual cleaning services at the Public Safety Complex, Parks Maintenance Building, and the Fleet Maintenance Building. Staff is requesting to amend the existing contract with City Wide to provide additional facility cleaning services at Lenexa City Hall and the Lenexa Public Market due to continued struggles to fill several vacant positions in the Building Services Division. The additional services will increase the not-to-exceed annual fee to \$159,816.*
6. Resolution approving and authorizing the Mayor to execute two quit claim deeds for excess land associated with the final alignment of Ridgeview Road between Prairie Star Parkway and K-10 Highway  
*The design and alignment of Ridgeview Road between Prairie Star Parkway and K-10 Highway (the "Project") went through several changes since it was originally planned in the late 1990s until its completion in 2020. The changing design and alignment resulted in excess right-of-way and fractured parcels. With construction of the Project complete, the City is now cleaning up the property interests including conveying excess property to adjacent property owners.*
7. Consideration of amending the 2020-2024 Capital Improvement Program to increase the budget for the 87th Street Parkway and I-435 Interchange Improvements Project (the "Project") and awarding the contract to Pyramid Contractors, Inc.
  - a. Resolution amending the 2020-2024 Capital Improvement Program increasing the budget for the Project.
  - b. Bid award to Pyramid Contractors, Inc. for the Project.  
*The 87th Street Parkway and I-435 Interchange Improvements Project low bid exceeded the project budget for construction. This bid, along with higher than anticipated costs associated with Evergy's utility relocation, require an amendment to the 2020-2024 Capital Improvement Program to award the construction contract. Pyramid Contractor's, Inc. submitted the lowest bid at \$6,490,755.50.*
8. Resolution declaring it necessary to appropriate private property for the construction of the Little Mill Creek Trail Tunnel Project

*This resolution will allow the City to proceed with acquisition of private property associated with the construction of Little Mill Creek Trail Tunnel Project.*

9. Resolution declaring it necessary to appropriate private property for the construction of the 95th Street and Loiret Boulevard Intersection Improvement Project  
*This resolution will allow the City to proceed with acquisition of private property associated with the construction of 95th Street and Loiret Boulevard Intersection Improvement Project.*
10. Resolution declaring it necessary to appropriate private property for the construction of the 99th Street and Clare Road Improvement Project  
*This resolution will allow the City to proceed with acquisition of private property associated with the construction of 99th Street and Clare Road Improvement Project.*
11. Resolution authorizing the assignment and assumption of Resolution of Intent 2021-008 and the associated payment in lieu of taxes agreement (Lenexa Logistics Centre North Phase II - Building 5)  
*In January 2021, the City approved a resolution of intent to issue industrial revenue bonds (IRBs) in the approximate amount of \$30 million for financing the construction of Building 5 in the Lenexa Logistics Centre North Phase II development and authorizing a tax abatement for the project. The project was previously assigned to LLCN5, LLC and the developer is requesting the City consent to an assignment and assumption of Resolution 2021-008 and the associated payment in lieu of taxes (PILOT) agreement to assign the project to additional entities as tenants-in-common to own and develop the property.*
12. Resolution authorizing the Mayor to execute an agreement with George Butler Associates, Inc. (GBA) to provide design services for the Widmer/95th Street to Pennycross Road Storm Drainage Improvement Project  
*Several large-diameter pipes in the area of Widmer/95th Street to Pennycross Road are in poor condition. Johnson County has selected the project for rehabilitation funding in 2022. In anticipation of an early 2022 bid, GBA will design and prepare plans for the improvements for \$142,957.*
13. Resolution authorizing the Mayor to execute a Memorandum of Understanding with the Board of County Commissioners of Johnson County, Kansas related to Community Development Block Grant and HOME Investment Partnership Grant  
*The City deferred its status as a Metropolitan City in 2020 and elected to be included in the Urban County for purposes of Johnson County's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) grants. This Memorandum of Understanding sets forth the responsibilities of each entity for federal Fiscal Years 2022, 2023, and 2024.*
14. Resolution authorizing the City Manager to execute the 2022 Community Development Block Grant application with Johnson County  
*The 2022 Community Development Block Grant (CDBG) application is for funding to replace and install new LED streetlights, poles, and wiring in the area generally bound by Quivira Road to Nieman Road and 77th Street to 79th Street. Estimated CDBG funding for 2022 is between \$168,000 and \$184,000.*

15. Ordinance amending Articles 4-1-D and 4-3-D of the Unified Development Code related to flood prevention  
*The City maintains a process for permitting any activity that takes place within the city's floodplain and is obligated to adopt and enforce a floodplain development ordinance as part of its participation in the National Flood Insurance Program. Recent changes to this program has made it necessary to reformat the Code and add additional requirements.*
16. Approval of a Type 2 Special Event permit for a carnival  
*Evans Midland Empire Shows, Inc. has applied for a Type 2 Special Event Permit to operate a carnival from June 8th to June 13th at 12381 W. 95th Street (former Kohl's parking lot).*

### **END OF CONSENT AGENDA**

Mayor Boehm stated that he would abstain from voting on items 5 and 12 due to potential conflicts of interest.

Councilmember Nolte stated that he would abstain from item 6 due to a potential conflict of interest.

*Councilmember Roh made a motion to approve items 1-4, 7-11, and 13-16 on the consent agenda and Councilmember Sayers seconded the motion. Motion passed unanimously.*

*Councilmember Roh made a motion to approve item 6 and Councilmember Hunt seconded the motion. Motion passed unanimously with Councilmember Nolte abstaining.*

*Council President Stuke called for a motion to approve items 5 and 12. Councilmember Sayers made a motion to approve items 5 and 12 and Councilmember Eiterich seconded the motion. Motion passed unanimously with Mayor Boehm abstaining.*

### **BOARD RECOMMENDATIONS**

17. Ordinance approving a five-year Special Use Permit for Commercial Capital, located at 13910 West 96th Terrace, to allow vehicle equipment sales/rental, in the BP-2 Planned Manufacturing zoning district  
*Commercial Capital is requesting a special use permit for vehicle and equipment sales/rental in order to obtain their dealer's license to title and resell repossessed trucks and trailers. The applicant currently operates an equipment finance company from this location. The site has a fenced lot for storing vehicles that is screened with landscaping. SU21-03.*

Magi Tilton, Planning and Development Administrator, said this is a unique application because Commercial Capital, an equipment finance company, needs to obtain a dealer's license to title and resell vehicles it has repossessed. She said the property was previously occupied by Terracon and has a paved and fenced outdoor area for

storage. She added that online sales are a large portion of the business, which was discussed at the May 3<sup>rd</sup> Planning Commission meeting.

Ms. Tilton presented site plans and photos of the subject property.

Ms. Tilton said that staff's recommendation includes a stipulation that all vehicles and equipment must be stored within the screened area and parked in a manner that does not block fire hydrants or fire access.

Ms. Tilton said that no one spoke at the public hearing held at the May 3<sup>rd</sup> Planning Commission meeting. She said that in regard to the Golden criteria, staff's opinion is that this property is suitable for this use with the added stipulation that the business does not sell vehicles as its primary business.

Ms. Tilton said that both staff and the Planning Commission recommend approval with the two stipulations.

The applicant's representative was present.

Councilmember Hunt asked about the primary use and when staff would decide if it has changed.

Ms. Tilton responded that it is staff's understanding is that this is a finance business, not a used equipment and vehicle sales business, so if that were to change it would no longer comply.

*Councilmember Roh made a motion to approve item 17 and Councilmember Nolte seconded the motion. Motion passed unanimously.*

18. Approval of the preliminary plan for Renner 87 Flats, located at the northeast corner of 87<sup>th</sup> Street Parkway and Renner Boulevard  
*A preliminary plan (PL18-19P) was approved for this property in October 2018. The applicant is applying for a revised preliminary plan because the previous plan expired after two years. The applicant is requesting approval of a preliminary plan to construct two five-story buildings containing 213 apartment units with retail space. PL21-02PR.*

Ms. Tilton said that the Renner 87 Flats development consists of mixed-use development of a 6.9-acre parcel on the northeast corner of Renner Boulevard and 87<sup>th</sup> Street Parkway, which is zoned City Center. She said there is access from the existing roundabout at the northwest corner of the site, as well as a right-in/right-out on Renner Boulevard. She added that there is no access from 87<sup>th</sup> Street Parkway.

Ms. Tilton presented a table reflecting the differences in the initially approved 2018 preliminary plan to the current proposed plan. She said that the 2018 plan expired and there are a few minor changes with this new plan that has been submitted by a new developer. She added that the number of units is decreasing, but that the amount of parking is increasing due to changes in the unit mix. She said the plan now has fewer studios and more two- and three-bedroom units, which changes the parking requirements.

Ms. Tilton said that the building in the southern corner is now proposed to be five stories instead of the original four stories because the units are larger.

Ms. Tilton presented the site plan and pointed out the gas transmission line on the property, amenities area, mixed-use space, and bicycle parking. She said the structured parking under both buildings has been extended and increased the parking count by 44 spaces.

Ms. Tilton presented renderings of the proposed development, reflecting the pedestrian plaza on the ground level, which also serves as an emergency access to the buildings so fixtures will be movable. She said the materials essentially remain the same with more stucco and fewer metal panels on the façade. She added that amenities in the multi-family portion of the development include a clubhouse, fitness center, swimming pool, and deck internal on the east side.

Ms. Tilton said that this application did not require a public hearing at the May 3<sup>rd</sup> Planning Commission Meeting, and no one requested to speak. She said that Commissioners discussed off-street parking and the design of the pedestrian plaza.

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

Applicant representatives were present.

Seth Reece, Olsson Associates, said that the new developer has changed the unit mix to meet the market needs.

Councilmember Eiterich asked about the unit mix.

Mr. Reece said it is now 11% studios instead of 40% and there are a lot more two- and three-bedroom units.

Councilmember Nicks asked what parking questions the Planning Commission discussed.

Ms. Tilton said that the parking provided was compared to that of a typical suburban, multi-family development. She said that this does not provide separate parking for the non-residential space that would be at a ratio comparable to retail, but that staff is comfortable with the parking as proposed.

Councilmember Hunt asked about City Center parking and Ms. Tilton said there is still on-street parking.

Councilmember Roh asked about shared parking and how it works.

Ms. Tilton said that it is anticipated that people at this development will park and then walk over to other properties in City Center and that others will park at other properties and walk over to the retail in this development.

Councilmember Roh said he liked the first plan, but he likes this one even more.

Mayor Boehm asked about the pedestrian area in front of the south building, plaza pavement, and access to the retail from the parking in back.

Mr. Reece said that the pavement would be concrete with a rolled curb and colored concrete accents.

Mayor Boehm said he likes this new design. He asked when the site clearing, and construction would begin.

Mr. Reece said the plan is to start fall 2021.

*Councilmember Hunt made a motion to approve item 18 and Councilmember Eiterich seconded the motion. Motion passed unanimously.*

## **NEW BUSINESS**

19. Ordinance amending Section(s) 2-11-B-10, 2-11-C-1, and 2-11-L-1 of the Lenexa City Code regarding solid waste  
*Current City Code requires that solid waste haulers collect curbside recycling at least weekly. Staff has studied a request to change this requirement and received input from numerous sources and has concluded that it would be appropriate to allow bi-weekly recycling collection as an option for customers. The proposed code changes require that all licensed haulers offer customers a weekly recycling pick up option, but allows them to also offer an bi-weekly pickup option as well. This ordinance also proposes changes to the solid waste business license revocation procedure.*

MacKenzie Harvison, Deputy City Attorney, said that these code changes are specific to curbside recycling pickup. She explained that Waste Management, the largest waste hauler in Lenexa, contacted City staff and brought concerns to the Governing Body last year regarding challenges in recycling operations due to changes in the market, as well as stricter processing and handling requirements. She said that the Code currently requires all haulers to provide weekly recycling pickup; however, Waste Management would prefer to pick up recycling every other week to alleviate some of their problems, although they report that rate increases will occur regardless.

Ms. Harvison said that staff has studied the issue, reviewed Lenexa's Code and other cities' codes, and invited all licensed Lenexa haulers and Lenexa residents to participate in a survey. She reviewed results of the surveys and reported on staff's findings, reporting that five of the seven licensed Lenexa haulers and almost 2,400 residents participated in the surveys.

Results of the surveys are available online:

[Hauler Survey Results](#)

[Citizen Survey Aggregate Data](#)

[Redacted Citizen Survey Comments](#)

Ms. Harvison said that Lenexa has always been at the forefront of curbside recycling



and many residents want weekly pickup, but the reality is that things have changed and offering the option for recycling to be picked up every other week allows haulers some flexibility and residents another option when facing price increases. She added that Code will still require an unlimited amount of recyclable materials in these pickups.

Ms. Harvison said that staff recommends approval of the ordinance.

Mayor Boehm called for public comment.

Joe Quinn, 13219 W. 76 Street, said that he has spoken to neighbors in Greystone Estates and Greystone Estates West and no one he spoke to thought that biweekly recycling was a good option for residents. He reiterated comments neighbors had made and concern about overflowing bins. He said he would like the City to stay with weekly recycling pickup and for there to be more educational efforts on what and how to recycle.

Discussion followed regarding practices of other cities, residents' freedom to choose a hauler, costs for individual residences and HOAs, and price increases.

Councilmember Roh said that some HOAs require bins to be stored inside even though the City allows them to be stored on the side of the residence.

Councilmember Nolte talked about how this service has evolved over the years, the unknown true cost for the service now and in the future, and how residents trust that the recycling is not going into the landfill but does not know that for certain.

Councilmember Eiterich shared her thoughts on increasing costs and the impacts on residents. She is concerned about price gouging and residents' ability to move the larger bins.

Councilmember Nicks said that he is not in favor of the changes and he feels that they are a step back in Lenexa's recycling efforts since the 1980s, raising generations to recycle weekly. He believes people will be tempted to put recyclables in the garbage if the recycle bin is full. He added that Lenexa has accepted the Climate Action KC Playbook and Lenexa is listed in it as a leader in waste reduction and increased recycling.

Councilmember Hunt said he thinks it is a good idea to offer weekly and biweekly options. He asked if there is anything stopping Waste Management from offering recycling in the future.

Councilmember Roh said that this is not an either-or situation, but a situation where residents are being given an option. He likes that both options are being offered.

Ms. Harvison agreed that the weekly recycling is not going away, but that a biweekly option would be allowed to be offered.

Councilmember Sayers shared that she has struggled with this since the conversation

began last year. She said she will support the changes and encouraged residents to take responsibility for their own consumerism and choices.

Councilmember Stuke shared that she is disappointed that the many years of recycling have come down to this and she wants to protect the weekly option, but that she will probably support these changes. She hopes that residents will continue to make the choice to recycle and to do so at the level of their needs, in addition to composting.

Mayor Boehm said that these changes are not walking away from the 30 years of recycling efforts, but a way to evolve and allow private industry to compete and work. He said that the idea of providing free cardboard recycling bins around town was not discussed but could be something to consider if the need becomes apparent.

Councilmember Eiterich reiterated her concerns about increasing costs and haulers potentially pricing residents out of weekly pick-up. She said she understands that not everyone needs weekly pick-up, she wants Lenexa to lead by example by requiring weekly recycling pickup; and although she is torn, she is not supportive of the changes.

*Councilmember Nolte made a motion to approve item 19 and Councilmember Roh seconded the motion. Motion passed 5-2 with Councilmembers Eiterich and Nicks voting against.*

## **BUSINESS FROM FLOOR**

None

## **COUNCILMEMBER REPORTS**

Mayor Boehm recognized Councilmember Nolte's daughter Kate, who is visiting during her move to Florida.

Councilmember Nicks announced that Van Rose was inducted into the KSHSAA Hall of Fame. He said that Mr. Rose and his brother started the Freedom Run in 1982.

Mayor Boehm announced that Rick Ghilardi, owner of Grand Street Café, won Restaurateur of the Year from the Greater Kansas City Restaurant Association.

## **STAFF REPORTS**

Beccy Yocham, City Manager, announced that the City scored a level 5 on the State National Flood Insurance Community Rating System, which is the highest score of any community in Kansas; this designation qualifies Lenexa residents to receive a 25% reduction in flood insurance.

Ms. Yocham said that there will be a Committee of the Whole Meeting next Tuesday with the Finance Audit and a Parks and Recreation report on the agenda. She added that the Aquatics Study would be on the June 8<sup>th</sup> Committee of the Whole Meeting agenda.

## **ADJOURN**

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

The meeting adjourned at 8:22 PM.

# Proclamation

**WHEREAS**, our nation was founded on the principle of equal rights for all people, and some of the most inspiring moments in our history have come from the civil rights movements that have brought groups from the margins to the mainstream of American society; and,

**WHEREAS**, in the movement toward equal rights for lesbian, gay, bisexual, transgender, and queer (LGBTQ) people, the Stonewall Riots were an historic turning point in New York City on June 28, 1969, when LGBTQ citizens rose up and fought against the discriminatory criminal laws that have since been declared unconstitutional; and,

**WHEREAS**, LGBTQ pride celebrations take place across the country every June to commemorate the riots and to recognize the impact that LGBTQ people have had on history locally, nationally, and internationally; and,

**WHEREAS**, June is celebrated as LGBTQ Pride Month nationwide; and,

**WHEREAS**, Lenexa welcomes people of all sexual orientations and gender identities; and,

**WHEREAS**, everyone should be able to live without fear of prejudice, discrimination, violence, and hatred based on race, religion, gender identity, or sexual orientation.

**NOW, THEREFORE**, I, Michael A. Boehm, Mayor of the City of Lenexa, Kansas do hereby proclaim June, 2021 in the City of Lenexa to be

## LGBTQ PRIDE MONTH

And urge all Lenexa residents to respect and honor our diverse community and celebrate and build a culture of inclusiveness and acceptance.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 1st day of June, 2021.

# Proclamation

**WHEREAS**, every day more than 100 Americans are killed by gun violence and on average there are more than 13,000 gun homicides every year; and,

**WHEREAS**, Kansas has 401 gun deaths every year, with a rate of 13.9 deaths per 100,000 people. Kansas has the 22nd highest rate of gun deaths in the United States; and,

**WHEREAS**, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and,

**WHEREAS**, on June 4, 2021 people across the United States will recognize and raise awareness about gun violence on National Gun Violence Awareness Day; and

**WHEREAS**, in tribute to Hadiya Pendleton, who was tragically shot and killed at age 15, a group of her friends decided to commemorate her life by wearing orange, choosing this color because hunters use it to announce themselves to other hunters and it is a color that symbolizes the value of human life; and,

**WHEREAS**, wearing orange honors Hadiya as well as all victims of gun violence, and the loved ones of all victims; and,

**WHEREAS**, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

**NOW, THEREFORE**, I, Michael A. Boehm, Mayor of the City of Lenexa, Kansas do hereby proclaim the 4th day of June, 2021 in the City of Lenexa to be

## NATIONAL GUN VIOLENCE AWARENESS DAY

and encourage all residents to wear orange and support efforts to prevent the tragic effects of gun violence and to honor and value all human lives.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 1st day of June, 2021.



Customer: The City of Lenexa, KS	Contact: Doug Robinson										
17101 West 87th St. Pkwy.	Title: Chief Financial Officer										
Lenexa, KS 66219	Phone: 913.541.0209										
	E-Mail : <a href="mailto:drobinson@lenexa.com">drobinson@lenexa.com</a>										
<b>Services:</b> Access to Gravity (the “Service(s)”) for One Year.											
<p><b>Service Fees – Year 1:</b> The Customer has the right to identify up to 25 Named Users to have Access to Gravity. The Service Capacity includes:</p> <ul style="list-style-type: none"> <li>ID 20: Gravity - Base Platform (access for 1 year): \$10,000</li> <li>ID 21: Gravity – Budget Book (access for 1 year): \$5,000</li> <li>ID 22: Gravity – Annual Comprehensive Financial Report (access for 1 year): \$5,000</li> <li>ID 29: ADA Compliance for 1 year for Budget Book: \$1,500</li> <li>ID 29: ADA Compliance for 1 year for Comprehensive Annual Financial Report: \$1,500</li> </ul> <table> <tr> <td>Sub-Total:</td><td>\$23,000</td></tr> <tr> <td>Less Bundle discount:</td><td>(\$2,000)</td></tr> <tr> <td><b>Total Service Fees – Year 1</b></td><td><b>\$21,000</b></td></tr> </table> <p>Service Fees for the first year are payable net 30 days after the commencement of the Gravity Kick-off meeting.</p> <p>Optional Services:</p> <ul style="list-style-type: none"> <li>ID 92: Gravity Auditor Dashboard Implementation Services (one-time fee): \$2,500</li> </ul>		Sub-Total:	\$23,000	Less Bundle discount:	(\$2,000)	<b>Total Service Fees – Year 1</b>	<b>\$21,000</b>				
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Less Bundle discount:	(\$2,000)										
<b>Total Service Fees – Year 1</b>	<b>\$21,000</b>										
<p><b>Services Fees – Year 2:</b> If the Customer chooses to renew its subscription to Gravity for a second year with the same Service Capacity, then the Service Fees in Year 2 will be \$21,630.</p> <p>Service Fees for Year 2 would be payable in advance upon renewal.</p> <p>Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.</p>											
<p><b>Implementation Services:</b> Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work (“SOW”) attached as Exhibit A hereto (“Implementation Services”), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.</p> <p><b>Implementation Fee (one-time fee):</b></p> <table> <tr> <td>ID 81: Budget Book Implementation Services (one-time fee):</td><td>\$10,000</td></tr> <tr> <td>ID 80: Comprehensive Annual Financial Report Implementation Services (one-time fee):</td><td>\$10,000</td></tr> <tr> <td>ID 55: Gravity Implementation Services for Budget Book Data Collection Template (one-time fee):</td><td>\$0</td></tr> <tr> <td>ID 56: Gravity Implementation Services for ACFR Collection Template (one-time fee):</td><td>\$0</td></tr> <tr> <td><b>Total Implementation Fee (one-time fee):</b></td><td><b>\$20,000</b></td></tr> </table> <p>Implementation fees are payable net 30 days after the commencement of the Gravity Kick-off meeting.</p>		ID 81: Budget Book Implementation Services (one-time fee):	\$10,000	ID 80: Comprehensive Annual Financial Report Implementation Services (one-time fee):	\$10,000	ID 55: Gravity Implementation Services for Budget Book Data Collection Template (one-time fee):	\$0	ID 56: Gravity Implementation Services for ACFR Collection Template (one-time fee):	\$0	<b>Total Implementation Fee (one-time fee):</b>	<b>\$20,000</b>
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ID 56: Gravity Implementation Services for ACFR Collection Template (one-time fee):	\$0										
<b>Total Implementation Fee (one-time fee):</b>	<b>\$20,000</b>										



**SAAS SERVICES AGREEMENT – ORDER FORM**

This SaaS Services Agreement (“Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”) between **IGM Technology Corp.** with a place of business at 318-77 McMurrich St. Toronto, Ontario (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**IGM Technology Corp.:**

By: \_\_\_\_\_ Itzhak Gleicher

Name: \_\_\_\_\_ 

Title: \_\_\_\_\_ CEO

**The City of Lenexa, KS:**

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

Name: \_\_\_\_\_

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



## **TERMS AND CONDITIONS**

### **1. SAAS SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard terms of service then in effect (the "Policy") and all applicable laws and regulations. To the extent permitted by law and subject to the maximum liability and immunity provisions of the Kansas Tort Claims Act, customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

### **3. CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary

Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 No rights or licenses are granted except as expressly set forth herein.

### **4. PAYMENT OF FEES**

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform to a maximum of 5%, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any





outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

## **5. TERM AND TERMINATION**

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **6. WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **7. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, EITHER PARTY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE AMOUNT OF EITHER PARTIES LIABILITY INSURANCE COVERAGE OR THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY WHICHEVER IS GREATER, IN EACH CASE, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail,



return receipt requested. This Agreement shall be governed by the laws of the State of Kansas without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.



## **EXHIBIT A**

### **Statement of Work**

IGM Technology will dedicate a North American-based implementation team for the City of Lenexa, which will include a Project Manager, Training Specialist, and Support Resources. Some back-office duties will be provided by our European team including design and data linking.

The Company will provide the following services:

- Gravity - Implementation Services for Budget Book automation
  - Unlimited on-line training
  - IGM Consulting Services in setting up and using Gravity to produce the next Budget Book
- Gravity - Implementation Services for Gravity ACFR automation
  - Unlimited on-line training
  - IGM Consulting Services in setting up and using Gravity to produce the next ACFR
- Gravity - Implementation Services for Gravity Budget Book Data Collection Template
  - Unlimited on-line training
  - IGM Consulting Services in setting up a narrative data collection template for the budget book
- Gravity - Implementation Services for Gravity ACFR Data Collection Template
  - Unlimited on-line training
  - IGM Consulting Services in setting up a narrative data collection template for the ACFR

These Implementation Services will be provided to the Customer within six months of the Effective Kickoff Date per module. Implementation Services required by the Customer after this time period could be provided by IGM at IGM's standard consulting services rate at \$150/hr.



## **EXHIBIT B**

### **Service Level Terms**

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.



### **EXHIBIT C**

#### **Support Terms**

IGM will provide Technical Support to customer via both telephone and electronic mail with 24/7 ("Support Hours"). customer may initiate a helpdesk ticket during Support Hours by calling IGM's customer support line or any time by emailing [support@igm.technology](mailto:support@igm.technology)

Customer may initiate a helpdesk ticket any time by emailing [support@igm.technology](mailto:support@igm.technology).

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

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

**AN ORDINANCE GRANTING TO WANRACK, LLC, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF LENEXA, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.**

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

**SECTION 1. DEFINITIONS.**

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

- a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.
- b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. "Access line fee" - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(c)(2), and amendments thereto, to be used by Grantee in calculating the amount of Access line remittance.
- d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access line fee, as determined in the City, by the number of Access lines served by Grantee within the City for each month in that calendar quarter.
- e. "City" - means the City of Lenexa, Kansas.
- f. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide telecommunications services within the City.
- g. "Facilities" - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication services.

- h. "Grantee" – WANRack, LLC\_, a telecommunications local exchange service provider providing, or intending to provide local exchange service within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- i. "Gross Receipts" - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (7) Revenue received by Grantee from resellers or others which use Grantee's Facilities to provide services described in Sections (1) through (6) . All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- l. "Telecommunications local exchange service provider" – means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, and a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1,187 and amendments thereto, which does, or in good faith intends to, provide local exchange service.
- m. "Telecommunication services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

## **SECTION 2. GRANT OF CONTRACT FRANCHISE.**

- a. There is hereby granted to Grantee this nonexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of supplying Telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.
- b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this Contract franchise. This Contract franchise does not:
  - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
  - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
  - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public right-of-way or other public property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
- e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

### **SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.**

- a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so



constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.

- b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to, the City's Ordinance Relating to Managing the Use and Excavation of the Public Right-of-way of the City of Lenexa, Kansas, codified at Article 4-6-I of the Lenexa City Cod, and amendments thereto.
- c. Grantee shall participate in the Kansas One Call utility location program.

#### **SECTION 4. COMPENSATION TO THE CITY.**

- a. In consideration of this Contract franchise, Grantee agrees to remit to the City a franchise fee of 5% of Gross Receipts. To determine the franchise fee, Grantee shall calculate the Gross Receipts and multiply such receipts by 5%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to 5% of Gross Receipts, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to an Access line fee in the following calendar year; provided, such Access line fee shall not exceed \$2.00 per Access line per month. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.
- b. Beginning January 1, 2004, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.
- c. Grantee shall pay on a monthly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the month for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City either a 9K2 (gross receipts) or 9KN (access lines) statement showing the manner in which the franchise fee was calculated.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- g. Unless previously paid, within sixty (60) days of the effective date of this Contract franchise, Grantee shall pay to the City a one-time application fee of one thousand Dollars (\$1,000). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract franchise.
- h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.
- i. Grantee shall remit an access line (franchise) fee or gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter into a contract franchise ordinance.

## **SECTION 5. INDEMNITY AND HOLD HARMLESS.**

It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage by its negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public right-of-way.

## **SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND**

- a. During the term of this Contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the state of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:
  - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
  - (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract franchise.
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than one millions dollars (\$1,000,000) per occurrence and two million dollars (2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.
- c. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Grantee shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.
- d. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond or irrevocable letter of credit in the amount of \$20,000 payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The letter of credit must be from a recognized financial institution acceptable to the City, on terms and in a form reasonably satisfactory to the City. The performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and reasonably satisfactory to the City Attorney in form and substance. If after Grantee's initial installation Grantee expands its telecommunications network in the City's right-of-way, the City, at its reasonable discretion, upon thirty (30) days prior notice, may require Grantee to increase

the amount of the performance bond or letter of credit. Such increase shall not exceed a total of \$50,000.

## **SECTION 7. REVOCATION AND TERMINATION.**

In case of failure on the part of Grantee to comply with any of the provisions of this Contract franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract franchise shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract franchise. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract franchise by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this Contract franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter. Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law. Upon any determination by the City Council to revoke and terminate this Contract franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Contract franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

## **SECTION 8. RESERVATION OF RIGHTS.**

- a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

- d. In entering into this Contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances (e.g. the City's right-of-way ordinance referenced in Section 3b of this Contract franchise), and/or rulings.

## **SECTION 9. FAILURE TO ENFORCE.**

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

## **SECTION 10. TERM AND TERMINATION DATE.**

- a. This Contract franchise shall be effective for a two-year term beginning on the effective date of this Contract franchise. Thereafter, this Contract franchise will automatically renew for up to four additional two (2) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least one hundred and eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract franchise.
- d. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract franchise upon the termination date of this Contract franchise, the parties by written mutual agreement may extend the termination date of this Contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract franchise and not as a new contract franchise ordinance or amendment.

## **SECTION 11. POINT OF CONTACT AND NOTICES**

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

### **The City:**

The City of Lenexa, Kansas  
17101 W. 87<sup>th</sup> Street Parkway  
Lenexa, KS 66219  
Attn: City Clerk  
(913) 477-7504 fax

### **Grantee:**

WANRack, LLC  
15700 College Blvd, Suite 200  
Lenexa, KS 66227

With a copy to:

City Attorney  
The City of Lenexa, Kansas  
17101 W. 87<sup>th</sup> Street Parkway  
Lenexa, KS 66219  
(913) 477-7639

or to replacement addresses that may be later designed in writing.

## **SECTION 12. TRANSFER AND ASSIGNMENT.**

This Contract franchise is granted solely to the Grantee and shall not be transferred or assigned unless such transfer or assignment occurs i) between any entity controlling, controlled by or under common control with Grantee; or ii) to any successor in interest to Grantee in connection with any merger, acquisition, or similar transaction; or (iii) any purchaser of all or substantially all of the Grantee's assets used to provide services to residents and businesses located in the City. Grantee shall provide written notice of any such transfer. Grantee shall notify the City prior to transfer and inform the City of any change in contact information.

## **SECTION 13. CONFIDENTIALITY.**

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City at the written request

of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract franchise.

#### **SECTION 14. ACCEPTANCE OF TERMS.**

Grantee shall have sixty (60) days after the final passage and approval of this Contract franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the state of Kansas.

#### **SECTION 15. PAYMENT OF COSTS.**

In accordance with statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract franchise, and any amendments thereof.

#### **SECTION 16. SEVERABILITY.**

If any clause, sentence, or section of this Contract franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract franchise is invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract franchise.

#### **SECTION 17. FORCE MAJEURE.**

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

#### **SECTION 18. EFFECTIVE DATE.**

This Ordinance shall take effect on June 9, 2021.

PASSED by the City Council of the City of Lenexa, Kansas this 1st day of June, 2021.

APPROVED by the Mayor this 1st day of June, 2021.

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Michael A. Boehm, Mayor

ATTEST:

APPROVED AS TO FORM:

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Jennifer Martin, City Clerk

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Steven D. Shrout, Assistant City Attorney



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

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF LANDS OR INTERESTS THEREIN BY CONDEMNATION FOR THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS ASSOCIATED WITH THE 109TH STREET TO COLLEGE BOULEVARD AND PFLUMM ROAD STORM DRAINAGE IMPROVEMENTS PROJECT IN LENEXA, JOHNSON COUNTY, KANSAS.**

WHEREAS, the Governing Body of the City of Lenexa, Kansas did by Resolution No. 2021-021, 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 109th Street to College Boulevard and Pflumm Road Storm Drainage Improvements Project.

The project includes storm water drainage easements and property acquisition for locating, building, constructing, maintaining, and repairing storm water drainage facilities, including grading, together with all necessary appurtenances thereto, together with the rights of ingress and egress for the purpose of construction, maintenance, and repairs of said facilities, together with utility location and relocation, environmental review and mitigation, landscaping, 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 main 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 109th Street to College Boulevard and Pflumm Road Storm Drainage Improvements Project.

The project includes storm water drainage easements and property acquisition for locating, building, constructing, maintaining, and repairing storm water drainage facilities, including grading, together with all necessary appurtenances thereto, together with the rights of ingress and egress for the purpose of construction, maintenance, and repairs of said facilities, together with utility location and relocation, environmental review and mitigation, landscaping, 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 main 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 1 – CARTTAR:**

CONDEMNEE:       Johanna E. Carttar

SITUS               10916 Haskins St.  
ADDRESS:       Lenexa, KS 66210

Parcel ID:         IP10600002 0002

MAILING           Johanna E. Carttar  
ADDRESS:       10916 Haskins St.  
                    Lenexa, KS 66210

**10' Permanent Utility Easement**

A parcel of land over a part of Lot 2, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Southerly corner of said Lot 2, said point also being the Northwesterly corner of Lot 3 of said College View; thence North 59 degrees 43 minutes 57 seconds East, on the Southeasterly line of said Lot 2, a distance of 15.27 feet, to a point being on the Northeasterly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View, said point also being the POINT OF BEGINNING; thence North 41 degrees 07 minutes 17 seconds West, departing said Southeasterly line and on said Northeasterly line, a distance of 44.01 feet, to a point on the Northwesterly line of a certain tract of land conveyed by Trustee's Deed recorded in Book 201402 at Page 005938 and the Northwesterly line of a certain Party Wall Agreement recorded in Book 1691 at Page 32; thence North 62 degrees 55 minutes 50 seconds East, departing said Northeasterly line and on said Northwesterly lines, a distance of 10.31 feet, to a point being 25.00 feet Northeasterly of the Southwesterly line of said Lot 2; thence South 41 degrees 07 minutes 17 seconds East, departing said Northwesterly lines and on a line being 25.00 feet Northeasterly of and parallel with said Southwesterly line, a distance of 43.43 feet, to a point on the Southeasterly line of said Lot 2; thence South 59 degrees 43 minutes 57 seconds West, on said Southeasterly line, a distance of 10.18 feet, to the POINT OF BEGINNING, containing 437 square feet or 0.0100 acres, more or less.

## **5' Temporary Construction Easement**

A parcel of land over a part of Lot 2, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the most Southerly corner of said Lot 2, said point being the Northwesterly corner of Lot 3 of said College View; thence North 59 degrees 43 minutes 57 seconds East, on the Southeasterly line of said Lot 2, a distance of 25.46 feet, to a point being 25.00 feet Northeasterly of the Southwesterly line of said Lot 2, said point also being the POINT OF BEGINNING; thence North 41 degrees 07 minutes 17 seconds West, departing said Southeasterly line and on a line being 25.00 feet Northeasterly of and parallel with said Southwesterly line, a distance of 43.43 feet, to a point on the Northwesterly line of a certain tract of land conveyed by Trustee's Deed recorded in Book 201402 at Page 005938 and the Northwesterly line of a certain Party Wall Agreement recorded in Book 1691 at Page 32; thence North 62 degrees 55 minutes 50 seconds East, on said Northwesterly lines, a distance of 5.15 feet, to a point being 30.00 feet Northeasterly of the Southwesterly line of said Lot 2; thence South 41 degrees 07 minutes 17 seconds East, departing said Northwesterly lines and on a line being 30.00 feet Northeasterly of and parallel with said Southwesterly line, a distance of 43.13 feet, to a point on the Southeasterly line of said Lot 2; thence South 59 degrees 43 minutes 57 seconds West, on said Southeasterly line, a distance of 5.09 feet, to the POINT OF BEGINNING, containing 216 square feet or 0.0050 acres, more or less.

## **TRACT 2 – MOZAFARI AND DELAVARI:**

CONDEMNNEES: Mehran Mozafari and Ensieh Delavari

SITUS                      10916 Haskins St.  
ADDRESS:                Lenexa, KS 66210

Parcel ID:                IP0600002 0003A

MAILING                 Mehran Mozafari and Ensieh Delavari  
ADDRESS:                9225 N. 119th Way  
                                 Scottsdale, AZ 85259

## **10' Permanent Utility Easement**

A parcel of land over a part of Lot 3, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Northwestern corner of said Lot 3, said point also being the Southwesterly corner of Lot 2 of said College View; thence North 59 degrees 43 minutes 57 seconds East, on the Northwestern line of said Lot 3, a distance of 15.27 feet, to a point being on the Northeasterly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View, said point also being the POINT OF BEGINNING; thence continuing North 59 degrees 43 minutes 57 seconds East, on said Northwestern line, a distance of 10.18 feet, to a point being 25.00 feet Northeasterly of the Southwesterly line of said Lot 3; thence South 41 degrees 07 minutes 17 seconds East, departing said Northwestern line and on a line being 25.00 feet Northeasterly of and parallel with said Southwesterly line, a distance of 46.24 feet, to a point on the Southeasterly line of a certain tract of land conveyed by Trustee's Deed recorded in Book 8285 at Page 618 and the Southeasterly line of a certain Party Wall Agreement recorded in Book 3018 at Page 713; thence South 56 degrees 29 minutes 26 seconds West, on said Southeasterly lines, a distance of 10.09 feet, to a point being on the Northeasterly line of said existing utility easement; thence North 41 degrees 07 minutes 17 seconds West, departing said Southeasterly lines and on said Northeasterly line, a distance of 46.82 feet, to the POINT OF BEGINNING, containing 465 square feet or 0.0107 acres, more or less.

#### **5' Temporary Construction Easement**

A parcel of land over a part of Lot 3, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Northwestern corner of said Lot 3, said point also being Southwesterly corner of Lot 2 of said College View; thence North 59 degrees 43 minutes 57 seconds East, on the Northwestern line of said Lot 3, a distance of 25.46 feet, to a point being 25.00 feet Northeasterly of the Southwesterly line of said Lot 3; thence continuing North 59 degrees 43 minutes 57 seconds East, on said Northwestern line, a distance of 5.09 feet, to a point being 30.00 feet Northeasterly of said Southwesterly line, said point also being the POINT OF BEGINNING; thence South 41 degrees 07 minutes 17 seconds East, departing said Northwestern line and on a line being 30.00 feet Northeasterly of and parallel with said Southwesterly line, a distance of 45.95 feet, to a point on the Southeasterly line of a certain tract of land conveyed by Trustee's Deed recorded in Book 8285 at Page 618 and the Southeasterly line of a certain Party Wall Agreement recorded in Book 3018 at Page 713; thence South 56 degrees 29 minutes 26 seconds West, on said Southeasterly lines, a distance of 5.04 feet, to a point being 25.00 feet Northeasterly of said Southwesterly line; thence North 41 degrees 07 minutes 17 seconds West, on a line being 25.00 feet Northeasterly of and parallel with said Southwesterly line, a distance of 46.24 feet, to the POINT OF BEGINNING, containing 230 square feet or 0.0053 acres, more or less.

#### **TRACT 4 – DANG:**

CONDEMNNEES: Hans R. Dang and Kamelesh Dang

SITUS 13407 W. 109th Ter.  
ADDRESS: Lenexa, KS 66210

Parcel ID: IP10600002 0008

MAILING Hans R. Dang and Kamelesh Dang  
ADDRESS: 12003 W. 130th St.  
Overland Park, KS 66213

#### **Permanent Utility Easement**

A parcel of land over a part of Lot 8, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Northwestern corner of said Lot 8, said point being on the Southeasterly right-of-way line of West 109th Terrace, as now established; thence South 41 degrees 07 minutes 17 seconds East, on the Southwesterly line of said Lot 8, a distance of 60.77 feet, to the most Southerly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 5309 at Page 598 and the Southeasterly line of a certain Party Wall Agreement recorded in Book 1721 at Page 871; thence North 35 degrees 18 minutes 56 seconds East, departing said Southwesterly line and on the Southeasterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 5309 at Page 598 and said Southeasterly line of a certain Party Wall Agreement recorded in Book 1721 at Page 871, a distance of 23.13 feet, to the POINT OF BEGINNING; thence North 55 degrees 17 minutes 51 seconds West, departing said Southeasterly lines, a distance of 30.57 feet, to a point being on the Northeasterly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View; thence North 41 degrees 07 minutes 17 seconds West, on said Northeasterly line, a distance of 33.08 feet, to a point on the Northwestern line of said Lot 8, said point being on said Southeasterly right-of-way line of West 109th Terrace, said point also being the beginning of a non-tangent curve; thence in a Northerly direction, departing said Northeasterly line and on said Southeasterly right-of-way line and a curve to the left, whose initial tangent bears North 13 degrees 04 minutes 20 seconds East, having a radius of 50.00 feet, through a central angle of 02 degrees 33 minutes 47 seconds, an arc length of 2.24 feet, to the beginning of a reverse curve; thence continuing in a Northerly direction on said Southeasterly right-of-way line and a curve to the right, having a radius of 60.00 feet, through a central angle of 14 degrees 50 minutes 29 seconds, an arc length of 15.54 feet, to a point of non-

tangency; thence South 55 degrees 17 minutes 51 seconds East, departing said Southeasterly right-of-way line, a distance of 68.25 feet, to a point on the Southeasterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 5309 at Page 598 and said Northwesterly line of a certain Party Wall Agreement recorded in Book 1721 at Page 871; thence South 35 degrees 18 minutes 56 seconds West, on said Southeasterly lines, a distance of 25.00 feet, to the POINT OF BEGINNING, containing 1,492 square feet or 0.0342 acres, more or less.

#### **Temporary Construction Easement No. 1**

A parcel of land over a part of Lot 8, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Northwesterly corner of said Lot 8, said point being on the Southeasterly right-of-way line of West 109th Terrace, as now established; thence South 41 degrees 07 minutes 17 seconds East, on the Southwesterly line of said Lot 8, a distance of 60.77 feet, to the most Southerly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 5309 at Page 598 and the Southeasterly line of a certain Party Wall Agreement recorded in Book 1721 at Page 871; thence North 35 degrees 18 minutes 56 seconds East, departing said Southwesterly line and on the Southeasterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 5309 at Page 598 and said Southeasterly line of a certain Party Wall Agreement recorded in Book 1721 at Page 871, a distance of 15.43 feet, to a point being on the Northeasterly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View, said point also being the POINT OF BEGINNING; thence North 41 degrees 07 minutes 17 seconds West, departing said Southeasterly lines and on said Northeasterly line, a distance of 31.45 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Northeasterly line, a distance of 30.57 feet, to a point on the Southeasterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 5309 at Page 598 and said Southeasterly line of a certain Party Wall Agreement recorded in Book 1721 at Page 871; thence South 35 degrees 18 minutes 56 seconds West, on said Southeasterly lines, a distance of 7.70 feet, to the POINT OF BEGINNING, containing 118 square feet or 0.0027 acres, more or less.

#### **5' Temporary Construction Easement No. 2**

A parcel of land over a part of Lot 8, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Northwesterly corner of said Lot 8, said point being on the Southeasterly right-of-way line of West 109th Terrace, as now established; thence South 41 degrees 07 minutes 17 seconds East, on the Southwesterly line of said Lot 8, a distance of 60.77 feet, to the most Southerly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 5309 at Page 598 and the Southeasterly line of a certain

Party Wall Agreement recorded in Book 1721 at Page 871; thence North 35 degrees 18 minutes 56 seconds East, departing said Southwesterly line and on the Southeasterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 5309 at Page 598 and said Southeasterly line of a certain Party Wall Agreement recorded in Book 1721 at Page 871, a distance of 48.13 feet, to the POINT OF BEGINNING; thence North 55 degrees 17 minutes 51 seconds West, departing said Southeasterly lines, a distance of 68.25 feet, to a point on the Northwesterly line of said Lot 8, said point being on the Southeasterly right-of-way line of West 109th Terrace, as now established, said point also being the beginning of a non-tangent curve; thence in a Northeasterly direction, on said Southeasterly right-of-way line and a curve to the right, whose initial tangent bears North 25 degrees 21 minutes 03 seconds East, having a radius of 60.00 feet, through a central angle of 04 degrees 48 minutes 41 seconds, an arc length of 5.04 feet, to a point of non-tangency; thence South 55 degrees 17 minutes 51 seconds East, departing said Southeasterly right-of-way line, a distance of 68.92 feet, to a point on the Southeasterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 5309 at Page 598 and said Southeasterly line of a certain Party Wall Agreement recorded in Book 1721 at Page 871; thence South 35 degrees 18 minutes 56 seconds West, on said Southeasterly lines, a distance of 5.00 feet, to the POINT OF BEGINNING, containing 343 square feet or 0.0079 acres, more or less.

#### **TRACT 5 – PELAN:**

CONDEMNEE: Kristin Pelan

SITUS 13405 W. 109th Ter.  
ADDRESS: Lenexa, KS 66210

Parcel ID: IP10600002 0008A

MAILING Kristin Pelan  
ADDRESS: 13405 W. 109th Ter.  
Lenexa, KS 66210

#### **25' Permanent Utility Easement**

A parcel of land over a part of Lot 8, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:



COMMENCING at the Northwestern corner of said Lot 8, said point being on the Southeasterly right-of-way line of West 109th Terrace, as now established; thence South 41 degrees 07 minutes 17 seconds East, on the Southwesterly line of said Lot 8, a distance of 60.77 feet, to the Northwestern corner of a certain tract of land conveyed by Warranty Deed recorded in Book 202008 at Page 005570 and the Northwestern line of a certain Party Wall Agreement recorded in Book 1721 at Page 871; thence North 35 degrees 18 minutes 56 seconds East, departing said Southwesterly line and on the Northwestern line of said certain tract of land conveyed by Warranty Deed recorded in Book 202008 at Page 005570 and said Northwestern line of a certain Party Wall Agreement recorded in Book 1721 at Page 871, a distance of 23.13 feet, to the POINT OF BEGINNING; thence continuing North 35 degrees 18 minutes 56 seconds East, on said Northwestern lines, a distance of 25.00 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Northwestern lines, a distance of 40.41 feet, to a point on the Northwestern line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View; thence South 29 degrees 18 minutes 52 seconds West, on said Northwestern line, a distance of 25.11 feet, to a point; thence North 55 degrees 17 minutes 51 seconds West, departing said Northwestern line, a distance of 43.04 feet, to the POINT OF BEGINNING, containing 1,043 square feet or 0.0239 acres, more or less.

#### **Temporary Construction Easement No. 1**

A parcel of land over a part of Lot 8, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Northwestern corner of said Lot 8, said point being on the Southeasterly right-of-way line of West 109th Terrace, as now established; thence South 41 degrees 07 minutes 17 seconds East, on the Southwesterly line of said Lot 8, a distance of 60.77 feet, to the Northwestern corner of a certain tract of land conveyed by Warranty Deed recorded in Book 202008 at Page 005570 and the Northwestern line of a certain Party Wall Agreement recorded in Book 1721 at Page 871; thence North 35 degrees 18 minutes 56 seconds East, departing said Southwesterly line and on the Northwestern line of said certain tract of land conveyed by Warranty Deed recorded in Book 202008 at Page 005570 and said Northwestern line of a certain Party Wall Agreement recorded in Book 1721 at Page 871, a distance of 15.43 feet, to a point on the Northeasterly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View, said point also being the POINT OF BEGINNING; thence continuing North 35 degrees 18 minutes 56 seconds East, on said Northwestern lines, a distance of 7.70 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Northwestern lines, a distance of 43.04 feet, to a point on the Northwestern line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View; thence South 29 degrees 18 minutes 52 seconds West, on said Northwestern line, a distance of 19.13 feet, to a point the Northeasterly line of said existing utility easement, 15.00 feet in width, as shown on the plat of said College View; thence North 41 degrees 07 minutes 17 seconds West, departing said Northwestern line

and on said Northeasterly line, a distance of 46.33 feet, to the POINT OF BEGINNING, containing 583 square feet or 0.0134 acres, more or less.

## **5' Temporary Construction Easement No. 2**

A parcel of land over a part of Lot 8, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Northwestern corner of said Lot 8, said point being on the Southeasterly right-of-way line of West 109th Terrace, as now established; thence South 41 degrees 07 minutes 17 seconds East, on the Southwesterly line of said Lot 8, a distance of 60.77 feet, to the Northwestern corner of a certain tract of land conveyed by Warranty Deed recorded in Book 202008 at Page 005570 and the Northwestern line of a certain Party Wall Agreement recorded in Book 1721 at Page 871; thence North 35 degrees 18 minutes 56 seconds East, departing said Southwesterly line and on the Northwestern line of said certain tract of land conveyed by Warranty Deed recorded in Book 202008 at Page 005570 and said Northwestern line of a certain Party Wall Agreement recorded in Book 1721 at Page 871, a distance of 48.13 feet, to the POINT OF BEGINNING; thence continuing North 35 degrees 18 minutes 56 seconds East, on said Northwestern lines, a distance of 5.00 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Northwestern lines, a distance of 34.87 feet, to a point being 12.50 feet Northwesternly of the Southeasterly line of said Lot 8; thence North 29 degrees 18 minutes 52 seconds East, on a line being 12.50 feet Northwesternly of and parallel with said Southeasterly line, a distance of 79.32 feet, to a point on the Southwesterly right-of-way line of West 109th Terrace, as now established, said point also being the beginning of a non-tangent curve; thence in a Southeasterly direction, on said Southwesterly right-of-way line and a curve to the left, whose initial tangent bears South 58 degrees 26 minutes 46 seconds East, having a radius of 320.00 feet, through a central angle of 00 degrees 53 minutes 44 seconds, an arc length of 5.00 feet, to a point on the Northwestern line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View, said point being a point of non-tangency; thence South 29 degrees 18 minutes 52 seconds West, departing said Southwesterly right-of-way line and on said Northwestern line, a distance of 84.66 feet, to a point; thence North 55 degrees 17 minutes 51 seconds West, departing said Northwestern line, a distance of 40.41 feet, to the POINT OF BEGINNING, containing 598 square feet or 0.0137 acres, more or less.

## **TRACT 6 – VALDEZ:**

CONDEMNEE: Lidia Valdez

SITUS 13327 W. 109th Ter.  
ADDRESS: Lenexa, KS 66210



Parcel ID: IP10600002 0009A

MAILING Lidia Valdez  
ADDRESS: 13327 W. 109th Ter.  
Lenexa, KS 66210

### **Permanent Utility Easement**

A parcel of land over a part of Lot 9, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Northwesterly corner of said Lot 9, said point also being the Southeasterly corner of Lot 8, Block 2, of said College View; thence South 41 degrees 07 minutes 17 seconds East, on the Southwesterly line of said Lot 9, a distance of 56.17 feet, to the most Southerly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 202006 at Page 002592 and the Southeasterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94; thence North 23 degrees 11 minutes 53 seconds East, departing said Southwesterly line and on the Southeasterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 202006 at Page 002592 and said Southeasterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94, a distance of 51.64 feet, to the POINT OF BEGINNING; thence North 55 degrees 17 minutes 51 seconds West, departing said Southeasterly lines, a distance of 18.22 feet, to a point thence South 34 degrees 43 minutes 41 seconds West, a distance of 27.92 feet, to a point being on the Northeasterly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View; thence North 41 degrees 07 minutes 17 seconds West, on said Northeasterly line, a distance of 20.32 feet, to a point on the Southeasterly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View; thence North 29 degrees 18 minutes 52 seconds East, departing said Northeasterly line and on said Southeasterly line, a distance of 48.16 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Southeasterly line, a distance of 37.37 feet, to a point on the Southeasterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 202006 at Page 002592 and said Southeasterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94; thence South 23 degrees 11 minutes 53 seconds West, on said Southeasterly lines, a distance of 25.51 feet, to the POINT OF BEGINNING, containing 1,495 square feet or 0.0343 acres, more or less.

### **5' Temporary Construction Easement No. 1**

A parcel of land over a part of Lot 9, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Northwestern corner of said Lot 9, said point also being the Southeasterly corner of Lot 8, Block 2, of said College View; thence South 41 degrees 07 minutes 17 seconds East, on the Southwesterly line of said Lot 9, a distance of 56.17 feet, to the most Southerly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 202006 at Page 002592 and the Southeasterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94; thence North 23 degrees 11 minutes 53 seconds East, departing said Southwesterly line and on the Southeasterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 202006 at Page 002592 and said Southeasterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94, a distance of 46.54 feet, to the POINT OF BEGINNING; thence North 55 degrees 17 minutes 51 seconds West, departing said Southeasterly lines, a distance of 14.24 feet, to a point; thence South 34 degrees 43 minutes 41 seconds West, a distance of 24.19 feet, to a point being on the Northeasterly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View; thence North 41 degrees 07 minutes 17 seconds West, on said Northeasterly line, a distance of 5.16 feet, to a point; thence North 34 degrees 43 minutes 41 seconds East, departing said Northeasterly line, a distance of 27.92 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, a distance of 18.22 feet, to a point on the Southeasterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 202006 at Page 002592 and said Southeasterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94; thence South 23 degrees 11 minutes 53 seconds West, on said Southeasterly lines, a distance of 5.10 feet, to the POINT OF BEGINNING, containing 211 square feet or 0.0049 acres, more or less.

## **Temporary Construction Easement No. 2**

A parcel of land over a part of Lot 9, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Northwestern corner of said Lot 9, said point also being the Southeasterly corner of Lot 8, Block 2, of said College View; thence South 41 degrees 07 minutes 17 seconds East, on the Southwesterly line of said Lot 9, a distance of 56.17 feet, to the most Southerly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 202006 at Page 002592 and to the Southeasterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94; thence North 23 degrees 11 minutes 53 seconds East, departing said Southwesterly line and on the Southeasterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 202006 at Page 002592 and said Southeasterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94, a distance of 77.15 feet, to the POINT OF BEGINNING; thence North 55 degrees 17 minutes 51 seconds West, departing said Southeasterly lines, a distance of 37.37 feet, to a point on the Southeasterly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View; thence North 29 degrees 18 minutes 52 seconds East, on said Southeasterly line, a distance of 86.07 feet, to a point on the Southwesterly right-of-way line of West 109th Terrace, as now established, said point also being the beginning of a non-tangent curve; thence in a Southeasterly direction,

on said Southwesterly right-of-way line and a curve to the left, whose initial tangent bears South 62 degrees 01 minutes 40 seconds East, having a radius of 320.00 feet, through a central angle of 00 degrees 53 minutes 44 seconds, an arc length of 5.00 feet, to a point of non-tangency; thence South 29 degrees 18 minutes 52 seconds West, departing said Southwesterly right-of-way line and on a line being 5.00 feet Southeasterly of and parallel with said Southeasterly line, a distance of 31.90 feet, to a point; thence South 61 degrees 12 minutes 20 seconds West, a distance of 6.92 feet, to a point; thence South 23 degrees 06 minutes 24 seconds West, a distance of 33.83 feet, to a point; thence South 29 degrees 18 minutes 52 seconds West, on a line being 5.00 feet Southeasterly of and parallel with said Southeasterly line, a distance of 10.27 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, a distance of 31.80 feet, to a point on the Southeasterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 202006 at Page 002592 and said Southeasterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94; thence South 23 degrees 11 minutes 53 seconds West, on said Southeasterly lines, a distance of 5.10 feet, to the POINT OF BEGINNING, containing 520 square feet or 0.0119 acres, more or less.

**TRACT 7 – SAMANI:**

CONDEMNEE: Karim Samani

SITUS 13325 W. 109th Ter.  
ADDRESS: Lenexa, KS 66210

Parcel ID: IP10600002 0009

MAILING Karim Samani  
ADDRESS: 13325 W. 109th Ter.  
Lenexa, KS 66210

**Permanent Utility Easement No. 1**

A parcel of land over a part of Lot 9, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Southeasterly corner of said Lot 9, said point also being the Southwesterly corner of Lot 10 of said College View; thence South 87 degrees 50 minutes 26 seconds West, on the South line of said Lot 9, a distance of 47.82 feet, to the most Southerly corner of said Lot 9; thence North 41 degrees 07 minutes 17 seconds West, departing said South line and on the Southwesterly line of said Lot 9, a distance of 10.17

feet, to the Southwesterly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 6095 at Page 776 and the Northwesterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94; thence North 23 degrees 11 minutes 53 seconds East, departing said Southwesterly line and on the Northwesterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 6095 at Page 776 and said Northwesterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94, a distance of 51.64 feet, to the POINT OF BEGINNING; thence continuing North 23 degrees 11 minutes 53 seconds East, on said Northwesterly lines, a distance of 25.51 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Northwesterly lines, a distance of 28.92 feet, to a point on the Northwesterly line of an existing utility easement, 10.00 feet in width, as shown on the plat of said College View; thence South 58 degrees 30 minutes 38 seconds West, on said Northwesterly line, a distance of 27.33 feet, to a point; thence North 55 degrees 17 minutes 51 seconds West, departing said Northwesterly line, a distance of 12.80 feet, to the POINT OF BEGINNING, containing 521 square feet or 0.0120 acres, more or less.

## **Permanent Utility Easement No. 2**

A parcel of land over a part of Lot 9, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Southeasterly corner of said Lot 9, said point also being the Southwesterly corner of Lot 10 of said College View; thence North 16 degrees 46 minutes 52 seconds East, on the Easterly line of said Lot 9 and the Westerly line of said Lot 10, a distance of 28.08 feet, to a point; thence North 73 degrees 13 minutes 08 seconds West, departing said Easterly line and on a line perpendicular to said Easterly line, a distance of 7.50 feet, to a point on the Westerly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View, said point also being the POINT OF BEGINNING; thence North 55 degrees 17 minutes 51 seconds West, departing said Westerly line, a distance of 18.92 feet, to a point on the Southeasterly line of an existing utility easement, 10.00 feet in width, as shown on the plat of said College View; thence North 58 degrees 30 minutes 38 seconds East, on said Southeasterly line, a distance of 27.04 feet, to a point on the Westerly line of said existing utility easement, 15.00 feet in width, as shown on the plat of said College View; thence South 16 degrees 46 minutes 52 seconds West, on said Westerly line, a distance of 26.00 feet, to the POINT OF BEGINNING, containing 234 square feet or 0.0054 acres, more or less.

## **5' Temporary Construction Easement No. 1**

A parcel of land over a part of Lot 9, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Southeasterly corner of said Lot 9, said point also being the Southwesterly corner of Lot 10 of said College View; thence South 87 degrees 50 minutes 26 seconds West, on the South line of said Lot 9, a distance of 47.82 feet, to the most Southerly corner of said Lot 9; thence North 41 degrees 07 minutes 17 seconds West, departing said South line and on the Southwesterly line of said Lot 9, a distance of 10.17 feet, to the Southwesterly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 6095 at Page 776 and the Northwesterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94; thence North 23 degrees 11 minutes 53 seconds East, departing said Southwesterly line and on the Northwesterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 6095 at Page 776 and said Northwesterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94, a distance of 46.54 feet, to the POINT OF BEGINNING; thence continuing North 23 degrees 11 minutes 53 seconds East, on said Northwesterly lines, a distance of 5.10 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Northwesterly lines, a distance of 12.80 feet, to a point on the Northwesterly line of an existing utility easement, 10.00 feet in width, as shown on the plat of said College View; thence South 58 degrees 30 minutes 38 seconds West, on said Northwesterly line, a distance of 5.47 feet, to a point; thence North 55 degrees 17 minutes 51 seconds West, departing said Northwesterly line, a distance of 9.57 feet, to the POINT OF BEGINNING, containing 56 square feet or 0.0013 acres, more or less.

## **5' Temporary Construction Easement No. 2**

A parcel of land over a part of Lot 9, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Southeasterly corner of said Lot 9, said point also being the Southwesterly corner of Lot 10 of said College View; thence South 87 degrees 50 minutes 26 seconds West, on the South line of said Lot 9, a distance of 47.82 feet, to the most Southerly corner of said Lot 9; thence North 41 degrees 07 minutes 17 seconds West, departing said South line and on the Southwesterly line of said Lot 9, a distance of 10.17 feet, to the Southwesterly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 6095 at Page 776 and the Northwesterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94; thence North 23 degrees 11 minutes 53 seconds East, departing said Southwesterly line and on the Northwesterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 6095 at Page 776 and said Northwesterly line of a certain Party Wall Agreement recorded in Book 1743 at Page 94, a distance of 77.15 feet, to the POINT OF BEGINNING; thence continuing North 23 degrees 11 minutes 53 seconds East, on said Northwesterly lines, a distance of 5.10 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Northwesterly lines, a distance of 32.14 feet, to a point on the Northwesterly line of an existing utility easement, 10.00 feet in width, as shown on the plat of said College View; thence South 58 degrees 30 minutes 38 seconds West, on said Northwesterly line, a distance of 5.47 feet, to a point; thence North 55 degrees 17 minutes 51 seconds West,

departing said Northwesterly line, a distance of 28.92 feet, to the POINT OF BEGINNING, containing 153 square feet or 0.0035 acres, more or less.

### **Temporary Construction Easement No. 3**

A parcel of land over a part of Lot 9, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Southeasterly corner of said Lot 9, said point also being the Southwesterly corner of Lot 10 of said College View; thence North 16 degrees 46 minutes 52 seconds East, on the Easterly line of said Lot 9 and on the Westerly line of said Lot 10, a distance of 28.08 feet, to a point; thence North 73 degrees 13 minutes 08 seconds West, departing said Easterly and Westerly lines and on a line perpendicular to said Easterly line, a distance of 7.50 feet, to a point on the Westerly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View, said point also being the POINT OF BEGINNING; thence South 16 degrees 46 minutes 52 seconds West, on said Westerly line, a distance of 22.72 feet, to a point on the North line of an existing utility easement, 7.50 feet in width, as shown on the plat of said College View; thence South 87 degrees 50 minutes 26 seconds West, departing said Westerly line and on said North line, a distance of 29.24 feet, to a point on the Northeasterly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View; thence North 41 degrees 07 minutes 17 seconds West, departing said North line and on said Northeasterly line, a distance of 18.37 feet, to a point on the Southeasterly line of an existing utility easement, 10.00 feet in width, as shown on the plat of said College View; thence North 58 degrees 30 minutes 38 seconds East, departing said Northeasterly line and on said Southeasterly line, a distance of 37.88 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Southeasterly line, a distance of 18.92 feet, to the POINT OF BEGINNING, containing 1,028 square feet or 0.0236 acres, more or less.

### **TRACT 8 – DANG:**

CONDEMNEE: Rajiv Dang

SITUS 13321 W. 109th Ter.  
ADDRESS: Lenexa, KS 66210

Parcel ID: IP10600002 0010A

MAILING Rajiv Dang  
ADDRESS: 12003 W. 130th St.  
Overland Park, KS 66213



### **Permanent Utility Easement**

A parcel of land over a part of Lot 10, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Southwesterly corner of said Lot 10, said point also being the Southeasterly corner of Lot 9, Block 2, of said College View; thence North 87 degrees 50 minutes 26 seconds East, on the South line of said Lot 10, a distance of 52.48 feet, to the Southeasterly corner of a certain tract of land conveyed by General Warranty Deed recorded in Book 201603 at Page 009257 and the Easterly line of a certain Party Wall Agreement recorded in Book 1776 at Page 195; thence North 10 degrees 57 minutes 26 seconds East, departing said South line and on the Easterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 201603 at Page 009257 and said Easterly line of a certain Party Wall Agreement recorded in Book 1776 at Page 195, a distance of 7.70 feet, to a point being on the Northerly line of an existing utility easement, 7.50 feet in width, as shown on the plat of said College View, said point also being the POINT OF BEGINNING; thence South 87 degrees 50 minutes 26 seconds West, departing said Easterly lines and on said Northerly line, a distance of 43.72 feet, to a point being on the Easterly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View; thence North 16 degrees 46 minutes 52 seconds East, on said Easterly line, a distance of 39.00 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Easterly line, a distance of 42.20 feet, to a point on the Easterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 201603 at Page 009257 and said Easterly line of a certain Party Wall Agreement recorded in Book 1776 at Page 195; thence South 10 degrees 57 minutes 26 seconds West, on said Easterly lines, a distance of 11.88 feet, to the POINT OF BEGINNING, containing 1,036 square feet or 0.0238 acres, more or less.

### **5' Temporary Construction Easement**

A parcel of land over a part of Lot 10, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Southwesterly corner of said Lot 10, said point also being the Southeasterly corner of Lot 9, Block 2, of said College View; thence North 87 degrees 50 minutes 26 seconds East, on the South line of said Lot 10, a distance of 52.48 feet, to the Southeasterly corner of a certain tract of land conveyed by General Warranty Deed recorded in Book 201603 at Page 009257 and the Easterly line of a certain Party Wall Agreement recorded in Book 1776 at Page 195; thence North 10 degrees 57 minutes 26 seconds East, departing said South line and on the Easterly line of said certain tract of

land conveyed by Warranty Deed recorded in Book 201603 at Page 009257 and said Easterly line of a certain Party Wall Agreement recorded in Book 1776 at Page 195, a distance of 19.58 feet, to the POINT OF BEGINNING; thence North 55 degrees 17 minutes 51 seconds West, departing said Easterly lines, a distance of 42.20 feet, to a point being on the Easterly line of an existing utility easement, 15.00 feet in width, as shown on the plat of said College View; thence North 16 degrees 46 minutes 52 seconds East, on said Easterly line, a distance of 5.25 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Easterly line, a distance of 41.62 feet, to a point on the Easterly line of said certain tract of land conveyed by Warranty Deed recorded in Book 201603 at Page 009257 and said Easterly line of a certain Party Wall Agreement recorded in Book 1776 at Page 195; thence South 10 degrees 57 minutes 26 seconds West, on said Easterly lines, a distance of 5.46 feet, to the POINT OF BEGINNING, containing 210 square feet or 0.0048 acres, more or less.

**TRACT 9 – NIJJAR:**

CONDEMNNEES: Sukhvinder S. Nijjar and Rameshinder K. Nijar

SITUS 13319 W. 109th Ter.  
ADDRESS: Lenexa, KS 66210

Parcel ID: IP10600002 0010

MAILING Sukhvinder S. Nijjar and Rameshinder K. Nijar  
ADDRESS: 13319 W. 109th Ter.  
Lenexa, KS 66210

**Permanent Utility Easement**

A parcel of land over a part of Lot 10, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Southwesterly corner of said Lot 10, said point also being the Southeasterly corner of Lot 9, Block 2, of said College View; thence North 87 degrees 50 minutes 26 seconds East, on the South line of said Lot 10, a distance of 52.48 feet, to the Southwesterly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 5858 at Page 989 and the Westerly line of a certain Party Wall Agreement recorded in Book 1776 at Page 195; thence North 10 degrees 57 minutes 26 seconds East, departing said South line and on the Westerly line of said certain tract of land conveyed by Warranty Deed recorded in Book 5858 at Page 989 and said Westerly line of a certain



Party Wall Agreement recorded in Book 1776 at Page 195, a distance of 7.70 feet, to a point being on the North line of an existing utility easement, 7.50 feet in width, as shown on the plat of said College View, said point also being the POINT OF BEGINNING; thence continuing North 10 degrees 57 minutes 26 seconds East, on said Westerly lines, a distance of 11.88 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Westerly lines, a distance of 19.29 feet, to a point on said North line; thence South 87 degrees 50 minutes 26 seconds West, on said North line, a distance of 18.13 feet, to the POINT OF BEGINNING, containing 105 square feet or 0.0024 acres, more or less.

### **5' Temporary Construction Easement**

A parcel of land over a part of Lot 10, Block 2, College View, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Southwesterly corner of said Lot 10, said point also being the Southeasterly corner of Lot 9, Block 2, of said College View; thence North 87 degrees 50 minutes 26 seconds East, on the South line of said Lot 10, a distance of 52.48 feet, to the Southwesterly corner of a certain tract of land conveyed by Warranty Deed recorded in Book 5858 at Page 989 and the Westerly line of a certain Party Wall Agreement recorded in Book 1776 at Page 195; thence North 10 degrees 57 minutes 26 seconds East, departing said South line and on the Westerly line of said certain tract of land conveyed by Warranty Deed recorded in Book 5858 at Page 989 and said Westerly line of a certain Party Wall Agreement recorded in Book 1776 at Page 195, a distance of 19.58 feet, the POINT OF BEGINNING; thence continuing North 10 degrees 57 minutes 26 seconds East, on said Westerly lines, a distance of 5.46 feet, to a point; thence South 55 degrees 17 minutes 51 seconds East, departing said Westerly lines, a distance of 28.16 feet, to a point being on the North line of an existing utility easement, 7.50 feet in width, as shown on the plat of said College View; thence South 87 degrees 50 minutes 26 seconds West, on said North line, a distance of 8.33 feet, to a point; thence North 55 degrees 17 minutes 51 seconds West, departing said North line, a distance of 19.29 feet, to the POINT OF BEGINNING, containing 119 square feet or 0.0027 acres, more or less.

### **TRACT 10 – COLLEGE BOULEVARD PARTNERS, L.L.C.:**

CONDEMNEE: College Boulevard Partners, L.L.C., a Kansas limited liability company

SITUS 13358 College Blvd.  
ADDRESS: Lenexa, KS 66210

Parcel ID: IF241310-2008

MAILING                      College Boulevard Partners, L.L.C.  
ADDRESS:                  Attn: Steve Choikhit  
                                 5426 Martway  
                                 Mission, KS 66205

### **Permanent Utility Easement**

All that part of an unplatted tract of land located in part of the Southwest Quarter of Section 10, Township 13 South, Range 24 East, Lenexa, Johnson County, Kansas, and being more particularly described as follows:

COMMENCING at the Southwest corner of the Southwest Quarter of said Section 10; thence North 87 degrees 47 minutes 08 seconds East, on the South line the Southwest Quarter of said Section 10, a distance of 521.61 feet, to a point; thence North 02 degrees 12 minutes 52 seconds West, departing said South line and on a line perpendicular to said South line, a distance of 134.03 feet, to a point on the North line of an existing storm drainage, utility, sidewalk and landscaping easement, variable in width, recorded in Book 2947 at Page 103, said point also being the POINT OF BEGINNING; thence continuing North 02 degrees 13 minutes 05 seconds West, departing said North line and on a line 5.00 feet West of the West line of said existing storm drainage, utility, sidewalk and landscaping easement, variable in width, recorded in Book 2947 at Page 103, a distance of 493.19 feet, to a point; thence North 50 degrees 18 minutes 02 seconds West, a distance of 24.37 feet, to a point on the Southwesterly line of said existing storm drainage, utility, sidewalk and landscaping easement, variable in width, recorded in Book 2947 at Page 103; thence South 80 degrees 22 minutes 43 seconds East, on said Southwesterly line, a distance of 23.63 feet, to a point on the West line of said existing storm drainage, utility, sidewalk and landscaping easement, variable in width, recorded in Book 2947 at Page 103; thence South 02 degrees 13 minutes 05 seconds East, departing said Southwesterly line and on said West line, a distance of 504.36 feet, to a point on the North line of said existing storm drainage, utility, sidewalk and landscaping easement, variable in width, recorded in Book 2947 at Page 103; thence South 84 degrees 49 minutes 03 seconds West, departing said West line and on said North line, a distance of 5.01 feet, to the POINT OF BEGINNING, containing 2,638 square feet or 0.0606 acres, more or less.

### **Temporary Construction Easement**

All that part of an unplatted tract of land located in part of the Southwest Quarter of Section 10, Township 13 South, Range 24 East, Lenexa, Johnson County, Kansas, and being more particularly described as follows:

COMMENCING at the Southwest corner of the Southwest Quarter of said Section 10; thence North 87 degrees 47 minutes 08 seconds East, on the South line the Southwest Quarter of said Section 10, a distance of 521.61 feet, to a point; thence North 02 degrees 12 minutes 52 seconds West, departing said South line and on a line perpendicular to

said South line, a distance of 134.03 feet, to a point on the North line of an existing storm drainage, utility, sidewalk and landscaping easement, variable in width, recorded in Book 2947 at Page 103, said point also being the POINT OF BEGINNING; thence South 84 degrees 49 minutes 03 seconds West, on said North line, a distance of 58.09 feet, to a point; thence North 89 degrees 54 minutes 51 seconds West, on said North line, a distance of 88.44 feet, to a point; thence North 02 degrees 13 minutes 05 seconds West, departing said North line and on a line parallel with the West line of said existing storm drainage, utility, sidewalk and landscaping easement, variable in width, recorded in Book 2947 at Page 103, a distance of 105.44 feet, to a point on the South line of an existing Ingress/Egress Easement 35.00 feet in width recorded in Volume 2682 at Page 383 & then Released by Book 3189 at Page 636 & then Re-Granted by Book 6434 at Page 937; thence North 87 degrees 46 minutes 59 seconds East, on said South line, a distance of 141.38 feet, to a point being 10.00 feet West of the West line of said existing storm drainage, utility, sidewalk and landscaping easement, variable in width, recorded in Book 2947 at Page 103; thence North 02 degrees 13 minutes 05 seconds West, departing said South line and on a line 10.00 feet West of and parallel with said West line, a distance of 345.21 feet, to a point; thence North 47 degrees 01 minutes 07 seconds West, a distance of 80.63 feet, to a point; thence North 80 degrees 22 minutes 43 seconds West, a distance of 26.25 feet, to a point being 20.00 feet South of the North line of a certain tract of land conveyed by Mortgage Deed recorded in Book 202001 at Page 00546; thence South 87 degrees 50 minutes 26 seconds West, on a line being 20.00 feet South of and parallel with said North line, a distance of 87.94 feet, to a point; thence North 02 degrees 09 minutes 34 seconds West, a distance of 20.00 feet, to a point on said North line, said point also being on the South line of Lot 7, Block 2, College View, a subdivision of land in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof; thence North 87 degrees 50 minutes 26 seconds East, on said North line and the South line of said Lot 7, a distance of 41.02 feet, to a point on the Southwesterly line of said existing storm drainage, utility, sidewalk and landscaping easement, variable in width, recorded in Book 2947 at Page 103; thence South 80 degrees 22 minutes 43 seconds East, on said Southwesterly line, a distance of 118.80 feet, to a point; thence South 50 degrees 18 minutes 02 seconds East, departing said Southwesterly line, a distance of 24.37 feet, to a point being 5.00 feet West of the West line of said existing storm drainage, utility, sidewalk and landscaping easement, variable in width, recorded in Book 2947 at Page 103; thence South 02 degrees 13 minutes 05 seconds East, on a line being 5.00 feet West of and parallel with said West line, a distance of 493.19 feet, to the POINT OF BEGINNING, containing 21,258 square feet or 0.4880 acres, more or less.

**TRACT 11 – SECURITY PORTFOLIO X, LLC:**

CONDEMNEE: Security Portfolio X, LLC, a Delaware Kansas limited liability company

SITUS 13300 College Blvd.  
ADDRESS: Lenexa, KS 66210

Parcel ID: IP65700000 0001

MAILING Security Portfolio X, LLC  
ADDRESS: 1717 N. Waterfront Parkway  
Wichita, KS 67206

### **10' Permanent Utility Easement**

A parcel of land over a part of Lot 1, Security Storage, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 1, said point being on the South line of Lot 11, Block 2, College View, a subdivision of land in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof; thence North 87 degrees 50 minutes 26 seconds East, on the North line of said Lot 1 and the South line of said Lot 11, a distance of 10.00 feet, to a point; thence South 02 degrees 13 minutes 05 seconds East, departing said North and South lines, and on a line being 10.00 feet East of and parallel with the West line of said Lot 1, a distance of 431.39 feet, to a point; thence South 87 degrees 46 minutes 55 seconds West, a distance of 10.00 feet, to a point on said West line; thence North 02 degrees 13 minutes 05 seconds West, on said West line, a distance of 431.40 feet, to the POINT OF BEGINNING, containing 4,314 square feet or 0.0990 acres, more or less.

### **Temporary Construction Easement**

A parcel of land over a part of Lot 1, Security Storage, a subdivision in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof, said parcel being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 1, said point being on the South line of Lot 11, Block 2, College View, a subdivision of land in the City of Lenexa, Johnson County, Kansas, according to the recorded plat thereof; thence North 87 degrees 50 minutes 26 seconds East, on the North line of said Lot 1 and the South line of said Lot 11, a distance of 10.00 feet, to the POINT OF BEGINNING; thence continuing North 87 degrees 50 minutes 26 seconds East, on the North line of said Lot 1 and the South line of said Lot 11, a distance of 5.00 feet, to a point; thence South 02 degrees 13 minutes 05 seconds East, departing said North and South lines, and on a line being 15.00 feet East of and parallel with the West line of said Lot 1, a distance of 95.30 feet, to a point; thence North 87 degrees 46 minutes 55 seconds East, a distance of 5.00 feet, to a point on being 20.00 feet East of said West line; thence South 02 degrees 13 minutes 05 seconds East, on a line being 20.00 feet East of and parallel with said West line, a distance of 341.08

feet, to a point; thence South 87 degrees 46 minutes 55 seconds West, a distance of 10.00 feet, to a point on being 10.00 feet East of said West line; thence South 02 degrees 13 minutes 05 seconds East, on a line being 10.00 feet East of and parallel with said West line, a distance of 116.28 feet, to a point; thence South 87 degrees 46 minutes 55 seconds West, a distance of 10.00 feet, to a point on said West line; thence North 02 degrees 13 minutes 05 seconds West, on said West line, a distance of 121.28 feet, to a point; thence North 87 degrees 46 minutes 55 seconds East, departing said West line, a distance of 10.00 feet, to a point; thence North 02 degrees 13 minutes 05 seconds West, on a line being 10.00 feet East of and parallel with said West line, a distance of 431.39 feet, to the POINT OF BEGINNING, containing 5,100 square feet or 0.1171 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 1st day of June, 2021.

SIGNED by the Mayor this 1st day of June, 2021.

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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David Jack, Assistant City Attorney