



Agenda

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

**SEPTEMBER 21, 2021
7:00 PM
COMMUNITY FORUM**

CALL TO ORDER Pledge of Allegiance

ROLL CALL

APPROVE MINUTES September 7, 2021 City Council Meeting draft agenda
(located in the Appendix)

**MODIFICATION OF
AGENDA**

PROCLAMATIONS

Fetal Alcohol Spectrum Disorders Awareness Month
International Day of Peace - September 21
KC Scholars Day - September 28

CONSENT AGENDA

Item Numbers 1 through 6

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. Acceptance of utility, access, and drainage easements as shown on Lenexa Logistics Centre North, 5th Plat

This final plat is the second plat for Lenexa Logistics Centre North Phase II, an eight-building office/warehouse development located on the east side of Mill Creek Road, north of College Boulevard. Several easements are being dedicated to the City as part of the final plat. PT21-21F

2. Acceptance of the Monticello Villas public improvements for maintenance

This project constructed public street, storm, and streetlight improvements related to the Monticello Villas subdivision, located at the southwest corner of

Prairie Star Parkway and Monticello Road. The project was funded by private development.

3. Consideration of a preliminary plan for the Splintek building addition, located at 15555 W. 108th Street

Splintek is a company that manufactures healthcare products, specializing in sleep aid products. The existing building was constructed in 1978. The applicant proposes to construct additional warehouse space on the west side of the existing building, as well as make parking lot and landscape improvements. PL21-03PR

4. Resolution approving and authorizing the Mayor to execute a Presenting Sponsorship Agreement with Williams Foods, LLC for the 2021 Lenexa Chili Challenge

Williams Foods, LLC desires to be a Presenting Sponsor of the 2021 Lenexa Chili Challenge. Staff has determined the sponsorship complies with the criteria set forth in the City's Sponsorship Policy, GB-Gen-1. Williams Foods, LLC will pay \$4,000 and provide \$1,275 of in-kind services for the sponsorship.

5. Resolution authorizing the Mayor to execute a Roadway Reimbursement Agreement with Unified School District No. 233 for the construction of Gleason Road from Prairie Star Parkway to 97th Terrace

Roadway reimbursement agreement with Unified School District No. 233 for the construction of Gleason Road from Prairie Star Parkway to 97th Terrace.

6. Ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation for the construction of the Little Mill Creek Trail Tunnel Project

This ordinance authorizes City staff and its acquisition counsel to file a condemnation petition with the district court to acquire the necessary property interests for the construction of the Little Mill Creek Trail Tunnel Project.

END OF CONSENT AGENDA

BOARD RECOMMENDATIONS

7. Ordinance approving a three-year Special Use Permit for MAVS, located at 16501 W. 116th Street, to allow Personal Instruction, General, in the BP-2

Planned Manufacturing zoning district

MAVS is requesting to modify their current Special Use Permit to use eight courts with no limits on the number of spectators or number of tournaments that may be hosted throughout the year. SU21-08

8. Rezoning and companion preliminary plan for Kansas Commerce Center Lot 4, located at the southwest corner of 95th Street and Twilight Lane

- a. Ordinance rezoning property from BP-1 to BP-2
- b. Preliminary plan for Kansas Commerce Center Lot 4

Kansas Commerce Center Lot development includes a 142,5000 square-foot building on an 8.11 acre lot. This site is the remaining undeveloped lot in the Kansas Commerce Center business park. The building will contain office, manufacturing, and warehouse uses. Parking is provided on the north and east sides and loading docks are on the west side of the building.

9. Rezoning and companion preliminary plat for Stone Ridge subdivision, located at the southwest corner of 83rd Street and Cedar Niles Road

- a. Ordinance rezoning property from AG to RP-1
- b. Preliminary plat for Stone Ridge subdivision

The proposed Stone Ridge development includes rezoning and consideration of a preliminary plan for a 103-lot single-family subdivision proposed on 44.48 acres at the southwest corner of 83rd Street and Cedar Niles Road. Access is being provided on both Cedar Niles Road and 83rd Street. RZ21-11 & PT21-06

PUBLIC HEARINGS

10. Consideration of tax abatement and issuance of industrial revenue bonds for Lenexa Logistics Centre North Phase II Building 11 at the northwest corner of College Boulevard and Renner Boulevard
 - a. Public hearing to consider exemption from ad valorem taxes for property financed with IRBs

- b. Resolution determining the intent of the City to issue approximately \$23,525,000 in IRBs and approving a 10-year tax abatement with a PILOT agreement

BLNP, LLC ("Applicant") is requesting the City issue approximately \$23,525,000 in industrial revenue bonds (IRBs) to finance the acquisition, construction, and equipping of a commercial warehouse/office facility located in the Lenexa Logistics North Phase II Business Park. The Applicant has also requested a 10-year tax abatement.

11. Resolution approving the fiscal year 2022-2026 Capital Improvement Program

- a. Public hearing to consider the recommended fiscal year 2022-2026 Capital Improvement Program
- b. Resolution adopting the fiscal year 2022-2026 Capital Improvement Program

The recommended fiscal year 2022-2026 Capital Improvement Program (CIP) is approximately \$225 million and includes 39 funded projects. The Planning Commission reviewed the recommended CIP on August 30, 2021 and the Governing Body reviewed the recommended CIP during the Committee of the Whole meeting on September 14, 2021. The City published the recommended CIP on the City's website and published the CIP public hearing notice in the Kansas City Star on September 10, 2021.

NEW BUSINESS

12. Resolution authorizing the transfer of funds from the General Fund to the Capital Improvement Fund, Equipment Reserve Fund, and Facilities Maintenance Fund in fiscal year 2021

The General Fund has excess reserves available to cover \$24 million in total transfers due to positive financial results in fiscal years 2019 and 2020 and continued positive financial trends in fiscal year 2021. Staff proposes the transfer of \$22 million to the Capital Improvement Fund, \$1 million to the Equipment Reserve Fund, and \$1 million to the Facilities Maintenance Fund.

13. Resolution authorizing the Mayor to execute an agreement with Confluence, Inc. for architectural and engineering services for the Indian Trails Aquatics Center Improvements Project

Following an extensive Request for Qualifications process, City staff recommends Confluence, Inc. be awarded the design and architectural

services contract for the Indian Trails Aquatics Center Improvements Project for a fixed fee of \$1,261,925.

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

14. September 7, 2021 City Council Meeting draft minutes
15. Fetal Alcohol Spectrum Disorders Awareness Month Proclamation
16. International Day of Peace Proclamation
17. KC Scholars Day Proclamation
18. Item 4 -- Williams Foods, LLC Agreement
19. Item 5 -- Roadway Reimbursement Agreement
20. Item 10 -- Lenexa Logistics North Phase II Building 11 - PILOT Agreement
21. Item 13 -- Indian Trails Aquatics Center Presentation
22. Item 13 -- Confluence, Inc. Scope of Services and Fee Proposal

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

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



**CITY COUNCIL
MEMORANDUM**

ITEM 1

SUBJECT: Acceptance of utility, access, and drainage easements as shown on Lenexa Logistics Centre North, 5th Plat

CONTACT: Scott McCullough, Community Development Director
Magi Tilton, Planning & Development Administrator

DATE: September 21, 2021

ACTION NEEDED:

Accept the utility, access, and drainage easements as shown on Lenexa Logistics Centre North, 5th Plat.

APPLICANT:

Curtis Holland, Polsinelli PC

OWNER:

BLNP, LLC

PROPERTY ADDRESS:

North end of the Mill Creek Road cul-de-sac, north of
College Boulevard

PROJECT BACKGROUND/DESCRIPTION:

The preliminary plan for Lenexa Logistics Centre North Phase II was approved in October 2019, consisting of eight office/warehouse buildings on 148.5 acres. The most recent final plat, Lenexa Logistics Centre North, 3rd Plat was approved in January 2021. The proposed plat is the second plat for Lenexa Logistics Centre North Phase II and contains one lot located at the end of the Mill Creek Road cul-de-sac, north of College Boulevard. Access to the lot is from existing Mill Creek Road with additional cross-access being provided to Tract G, to the east, to allow for maintenance of the stormwater detention basin.

The subject plat contains one lot and one tract, and is in compliance with City platting standards. As part of the plat approval, there are utility, access, and drainage easements being dedicated to the City.

STAFF RECOMMENDATION:

Acceptance of the easements.

PLANNING COMMISSION ACTION:

At the August 30, 2021 Planning Commission meeting, the final plat for Lenexa Logistics Centre North, 5th Plat was approved as part of the consent agenda. Chairman Poss entertained a motion for approval of the consent agenda. Commissioner Burson moved for approval and the motion was seconded by Commissioner Handley. The Planning Commission approved consent agenda items 1-3 by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

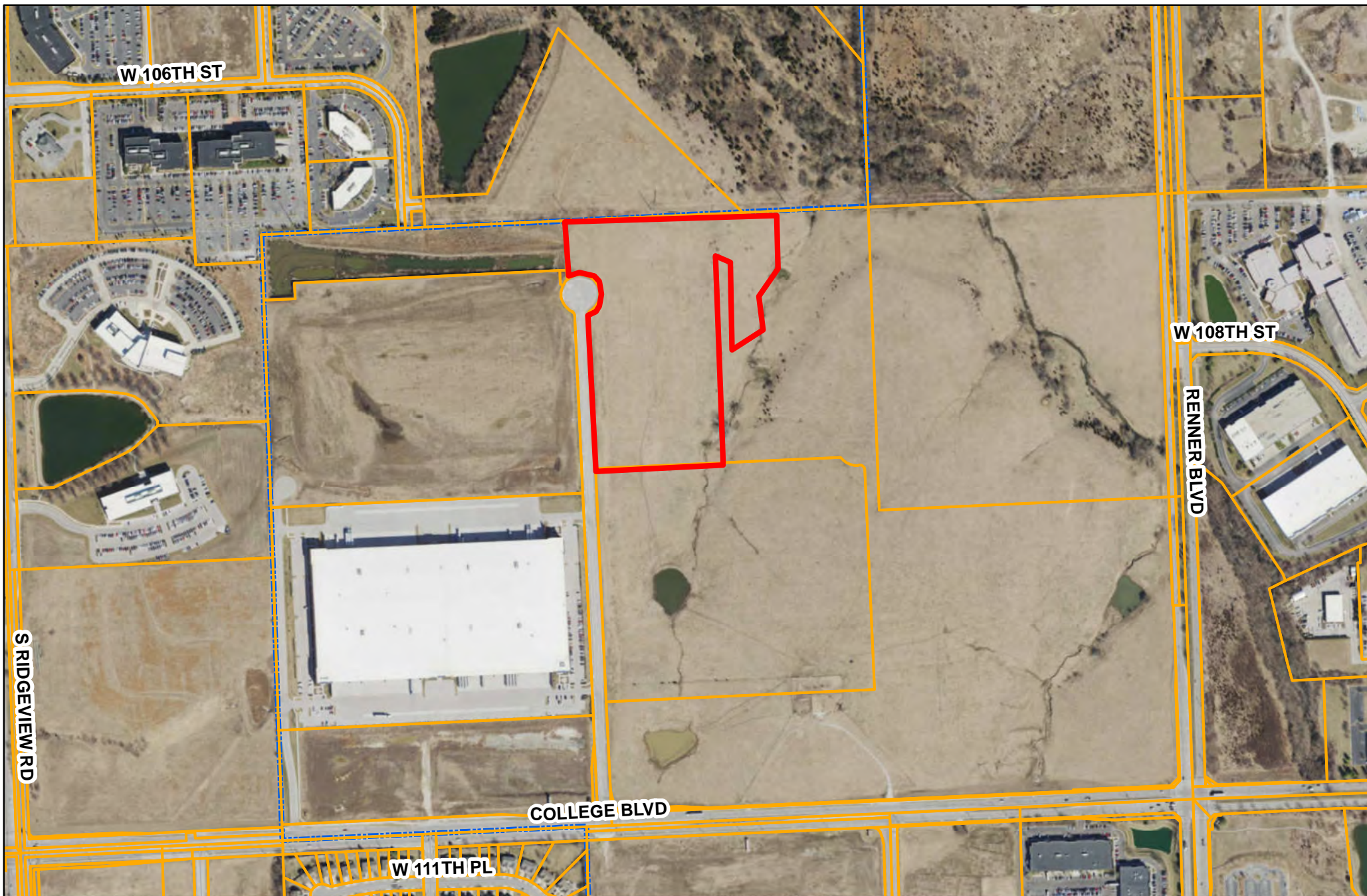
Thriving Economy

Guiding Principles

Responsible Economic Development

ATTACHMENTS

1. Map
2. Plat
3. PC Draft Minute Excerpts



Lenexa Logistics Centre North 5th Plat
PT21-19F
Vicinity Map

FINAL PLAT OF
LENEXA LOGISTICS CENTRE NORTH 5TH PLAT
A PART OF THE SE 1/4 OF SECTION 7, TOWNSHIP 13, RANGE 24,
CITY OF LENEXA, JOHNSON COUNTY, KANSAS

DESCRIPTION:

This is a survey and subdivision of all that part of the SE 1/4 of Section 7, Township 13, Range 24 in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwest corner of Lot 5, LENEXA LOGISTICS CENTRE NORTH 4TH PLAT, a subdivision of land in the City of Lenexa, Johnson County, Kansas, said point also being on the East right-of-way line of Mill Creek Road, as now established, thence N 2° 39' 57" W, along the East right-of-way line of said Mill Creek Road, a distance of 672.39 feet, to a point of curvature; thence Northerly and Northeasterly, along the East right-of-way of said Mill Creek Road, said line being on a curve to the right, having a radius of 20.00 feet, a central angle of 61° 33' 10" and an arc distance of 21.49 feet; thence Northeasterly, Northerly, Northwesterly, Westerly and Southwesterly, along the Easterly and Northerly right-of-way line of said Mill Creek Road, said line being on a curve to the left, having an initial tangent bearing of N 58° 53' 43" E, a radius of 85.00 feet, a central angle of 192° 06' 17" and an arc distance of 284.99 feet, to a point on the West line of the SE 1/4 of said Section 7, said line being on the East line of LENEXA LOGISTICS CENTRE NORTH, FIRST PLAT, a subdivision of land in the City of Lenexa, Johnson County, Kansas, thence N 2° 01' 29" W, along the West line of the SE 1/4 of said Section 7 and along the East line of said LENEXA LOGISTICS CENTRE NORTH, FIRST PLAT, a distance of 258.48 feet to the Northwest corner of the SE 1/4 of said Section 7, said point also being the Northeast corner of said LENEXA LOGISTICS CENTRE NORTH, FIRST PLAT; thence N 87° 23' 31" E, along the North line of the SE 1/4 of said Section 7, a distance of 1102.41 feet; thence S 2° 39' 25" E, departing said North line, a distance of 168.85 feet; thence S 25° 14' 17" W, a distance of 234.57 feet; thence S 2° 39' 25" E, a distance of 248.19 feet; thence S 75° 42' 43" W, a distance of 235.68 feet; thence N 2° 39' 25" W, a distance of 530.53 feet; thence N 71° 52' 09" W, a distance of 109.53 feet; thence S 2° 39' 25" E, a distance of 984.40 feet, to a point on the North line of Lot 5 of said LENEXA LOGISTICS CENTRE NORTH 4TH PLAT; thence S 87° 20' 48" W, along the North line of said Lot 5, a distance of 376.89 feet, to the point of beginning, containing 833,470 square feet, more or less equal to 19.133 acres, more or less.

OWNERS CERTIFICATION AND DEDICATION:

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "LENEXA LOGISTICS CENTRE NORTH 5TH PLAT".

A perpetual easement over, under and through the areas outlined and designated on this plat as "Utility Easement" or "U/E" for the purpose of entering upon, locating, constructing and maintaining or authorizing the location, construction, or maintenance, and use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables, including similar facilities, and appurtenances thereto in any part of the easement, including the right to clean, repair, replace and care for the facilities, and for any reconstruction and future expansion of the facilities within the area of the easement, together with the right of access for the same, is hereby granted to the City of Lenexa, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

A perpetual easement over, under and through the areas outlined and designated on this plat as "Access Easement" is hereby granted to the City of Lenexa, Kansas, with subordinate use of the same by other governmental entities as may be authorized by state law to use such easement for the purpose of ingress and egress for the purpose of construction, maintenance and repairs to the offsite stormwater drainage facilities.

A perpetual easement over, under and through the areas outlined and designated on this plat as "Drainage Easement" or "D/E" for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together with the right of access for the same, is hereby granted to the City of Lenexa, Kansas. Drainage Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

Tract G - Conservation Tract and Drainage Easement; as shown hereon, shall be owned and maintained by BK Properties, LLC, its successors and assigns.

IN TESTIMONY WHEREOF, the undersigned proprietors have hereunto subscribed their hands.

OWNER:

BLNP LLC, a Kansas limited liability company
By: BK Properties, LLC, Manager

By: Kenneth G. Block, as Trustee of the
Kenneth G. Block Trust, dated
January 11, 1991, as amended, Manager

STATE OF)
JSS.
COUNTY OF)

On this _____ day of _____, 2021, before me appeared Kenneth G. Block, as Trustee of the Kenneth G. Block Trust, dated January 11, 1991, as amended, who being by me duly sworn did say that he is the Manager of BK Properties, LLC, which is the Manager of BLNP LLC, a Kansas limited liability company and acknowledged to me that he executed said instrument for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said company.

Notary Public: _____ My Commission Expires: _____

APPROVED by the Planning Commission of the City of Lenexa, Johnson County, Kansas, this _____ day of _____, 2021.

Chris Pass, Chairman

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

Michael Boehm, Mayor
Jeniffer Martin, City Clerk

McCLURE ENGINEERING COMPANY

"Building Strong Communities"

11031 Strang Line Road
LENEXA, KANSAS 66215

(913) 888-7800 www.mcclurevision.com

I hereby certify that the information shown hereon is based on a field survey performed by me or under my direct supervision in the month of August 2021.

STAN W. LLOYD, KS LS-827

PROJECT NO. 202025-000 [202025-000 FPI 5TH.DWG] September 14, 2021 bam

**PLANNING COMMISSION
MINUTE EXCERPTS
August 30, 2021**

Chairman Chris Poss called the regular meeting of the Lenexa Planning Commission to order at 7:40 p.m. on Monday, August 30, 2021. The meeting was held in the Community Forum at Lenexa City Hall at 17101 W. 87th Street Parkway, Lenexa, Kansas.

Roll call was taken with the following members present:

Commissioner Burson
Commissioner Handley
Commissioner Harper
Commissioner Horine
Commissioner Leib
Vice-Chairman Hoye
Chairman Poss

Roll call was taken with the following members absent:

Commissioner Harber
Commissioner Katterhenry

Staff members attending were:

Tim Collins, Engineering Construction Services Administrator
Dave Dalecky, Planner
Andrew Diekemper, Fire Division Chief
David Jack, Assistant City Attorney
Gloria Lambert, Senior Administrative Assistant
Scott McClaughlin, Director of Community Development
Christa McGaha, Planner
Magi Tilton, Development Review Administrator

APPROVAL OF MINUTES:

The minutes of the August 2, 2021, meeting were presented for approval. Hearing no changes or corrections to the minutes of the regular meeting, Chairman Poss entertained a motion to APPROVE the minutes as written. Moved by Commissioner Harper, seconded by Commissioner Horine, and APPROVED by a majority voice vote.

CONSENT AGENDA:

1. Final Plan for Sonoma Plaza Lot 10 located approximately south of 87th Street and west of Mauer Road, in the PUD, Planned Unit Development District. PL21-10F
2. Final Plat for Timber Rock, Fourth Plat located at 21350 West 94th Street, in the RP-1, Planned Residential (Low-Density) District. PT21-18F
3. Final Plat for Lenexa Logistics Centre North, Building 11 located at the northeast corner of College Boulevard and Mill Creek Road, in the BP-2, Planned Manufacturing District. PT21-19F

**PLANNING COMMISSION
MINUTE EXCERPTS
August 30, 2021**

MOTION:

Chairman Poss entertained a motion to APPROVE Consent Agenda Item Numbers 1 through 3 Moved by Commissioner Burson, seconded by Commissioner Handley, and carried by a majority voice vote.

DRAFT



**CITY COUNCIL
MEMORANDUM**

ITEM 2

SUBJECT: Acceptance of the Monticello Villas public improvements for maintenance

CONTACT: Tim Green, Deputy Community Development Director

DATE: September 21, 2021

ACTION NEEDED:

Accept the Monticello Villas public improvements for maintenance.

PROJECT BACKGROUND/DESCRIPTION:

This project constructed public street, storm, and streetlight improvements related to the Monticello Villas subdivision. The subdivision is located on the southwest corner of Prairie Star Parkway and Monticello Road. The new street constructed was Montclair Drive.

Staff performed a final inspection on August 24, 2021 and advised that all work had been completed in accordance with the plans and specifications. The maintenance bonds for this project shall go into force upon acceptance by the Governing Body on September 21, 2021 and will expire on September 21, 2023.

The contractor was Arise Homes.

Lane miles added	0.13 (690 linear feet)
Pipe length	91 feet
Trail added	475 feet

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This project was funded by private development.

STAFF RECOMMENDATION:

Acceptance for maintenance.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation

Guiding Principles

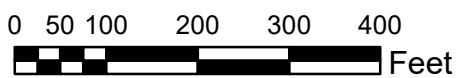
Strategic Community Investment

ATTACHMENTS

1. Map



**Monticello Villas
Public Improvements**





**CITY COUNCIL
MEMORANDUM**

ITEM 3

SUBJECT: Consideration of a preliminary plan for the Splintek building addition, located at 15555 W. 108th Street

CONTACT: Magi Tilton, Planning & Development Administrator
Scott McCullough, Community Development Director

DATE: September 21, 2021

ACTION NEEDED:

Approval of a preliminary plan for the Splintek building addition, located at 15555 W. 108th Street.

APPLICANT:

David Eskov, David Eskov Architecture

OWNER:

Brown Innovation L.L.C.

PROPERTY ADDRESS:

15555 W. 108th Street

PROJECT BACKGROUND/DESCRIPTION:

The proposed addition is one story and will consist of 22,340 square feet of warehouse space. The plan includes the addition to the building as well as parking lot and landscaping improvements to the parking lot on the west side of the property in front of the proposed addition. The proposed addition meets the City's setback, open space, and parking requirements for BP-2 zoning and the proposed warehouse use. No deviations are proposed with this plan and there is no new lighting proposed with this building addition.

The proposed addition will architecturally match the existing building. The concrete building panels and materials are to be painted the same shade of brown and textured to match the existing building.

Landscaping islands are proposed as improvements to the parking lot and will contain juniper shrubs. The existing shade trees along 108th Street are to be preserved and an additional cluster of evergreens are proposed at the northwest corner of the property as additional screening for the proposed loading dock doors. New underground detention will be provided under the western parking area which will account for the new impervious surface area added to the site.

The final plan may be considered by staff administratively because the property is zoned BP-2.

STAFF RECOMMENDATION:

Approval of the preliminary plan.

PLANNING COMMISSION ACTION:

The preliminary plan was considered at the August 30, 2021 Planning Commission meeting. There was no discussion on this item.

Chairman Poss entertained a motion to recommend **APPROVAL** of the preliminary plan for the Splintek addition, located at 15555 W. 108th Street. Moved by Commissioner Handley, seconded by Commissioner Horine, and carried by a majority voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Thriving Economy

Guiding Principles
Responsible Economic Development
Sustainable Policies and Practices

ATTACHMENTS

- 1. Map
- 2. Staff Report and Exhibits
- 3. PC Draft Minute Excerpts



PL21-03PR Splintek Addition, Preliminary Plan

MEETING DATE: August 30, 2021

REGULAR AGENDA ITEM: 4

PROJECT TITLE: Splintek Addition

PROJECT # / REQUEST: PL21-03PR – Preliminary Plan

APPLICANT & DESIGN PROFESSIONAL:
David Eskov, David Eskov Architecture

OWNER:
Brown Innovation L.L.C.

STAFF PLANNER:
Christa McGaha

PROPERTY LOCATION: 15555 West 108th Street

SUMMARY OF RECOMMENDATION

Staff recommends **APPROVAL** of the preliminary plan for Splintek Addition.

PROPOSED PROJECT DESCRIPTION AND BACKGROUND INFORMATION

Splintek is a company that manufactures healthcare products, specializing in sleep aid products. The existing building was constructed in 1978. The applicant is proposing to add additional warehouse space onto the west side of the existing building as well as parking lot and landscape improvements.

CURRENT ZONING:
BP-2, Planned Manufacturing District

CURRENT USE:
Warehouse/Office

PROPOSED USE:
Warehouse addition

ACREAGE:
3

BUILDING SQUARE FOOTAGE:
40,460 (existing)
22,340 (proposed addition)

COMPREHENSIVE PLAN RECOMMENDATION FOR AREA

Business Park - Developments providing space for uses that may include light assembly and manufacturing, or warehousing and distribution. Settings may range from campus-like business parks to single-use buildings.

VICINITY ZONING PATTERN:
North: BP-2, Planned Manufacturing District

VICINITY LAND USE PATTERN:
North: Office & warehouse

South: BP-2, Planned Manufacturing District
East: BP-2, Planned Manufacturing District
West: BP-2, Planned Manufacturing District

South: Detention pond, office, & warehouse
East: Office & warehouse
West: Office & warehouse

PRELIMINARY PLAN ANALYSIS

SITE LAYOUT

The proposed addition is one-story and will consist of 22,340 square feet of warehouse space. The plan includes the addition to the building as well as parking lot and landscaping improvements to the parking lot on the west side of the property in front of the proposed addition. The proposed addition meets the City's setback, open space, and parking requirements for BP-2 zoning and the proposed warehouse use. There is no new lighting proposed with this building addition.

New underground detention will be provided under the western parking area which will account for the new/additional impervious surface area added to the site, keeping stormwater leaving the site at or below existing flow rates.

No deviations are proposed with this plan.

ARCHITECTURAL COMPATIBILITY

The proposed addition will architecturally match the existing building, and color elevations have been provided. The concrete building panels and material are to be painted the same shade of brown and textured to be consistent to match the existing building. The applicant is aware that any new mechanical equipment is required to be screened from view.

LANDSCAPE BUFFERS

Parking lot islands are proposed as improvements to the parking lot with juniper shrubs proposed for landscaping. The existing shade trees along W 108th Street are to be preserved and an additional cluster of evergreens are proposed at the northwest corner of the property as additional screening for the proposed loading dock doors. Staff is supportive of the proposed landscaping.

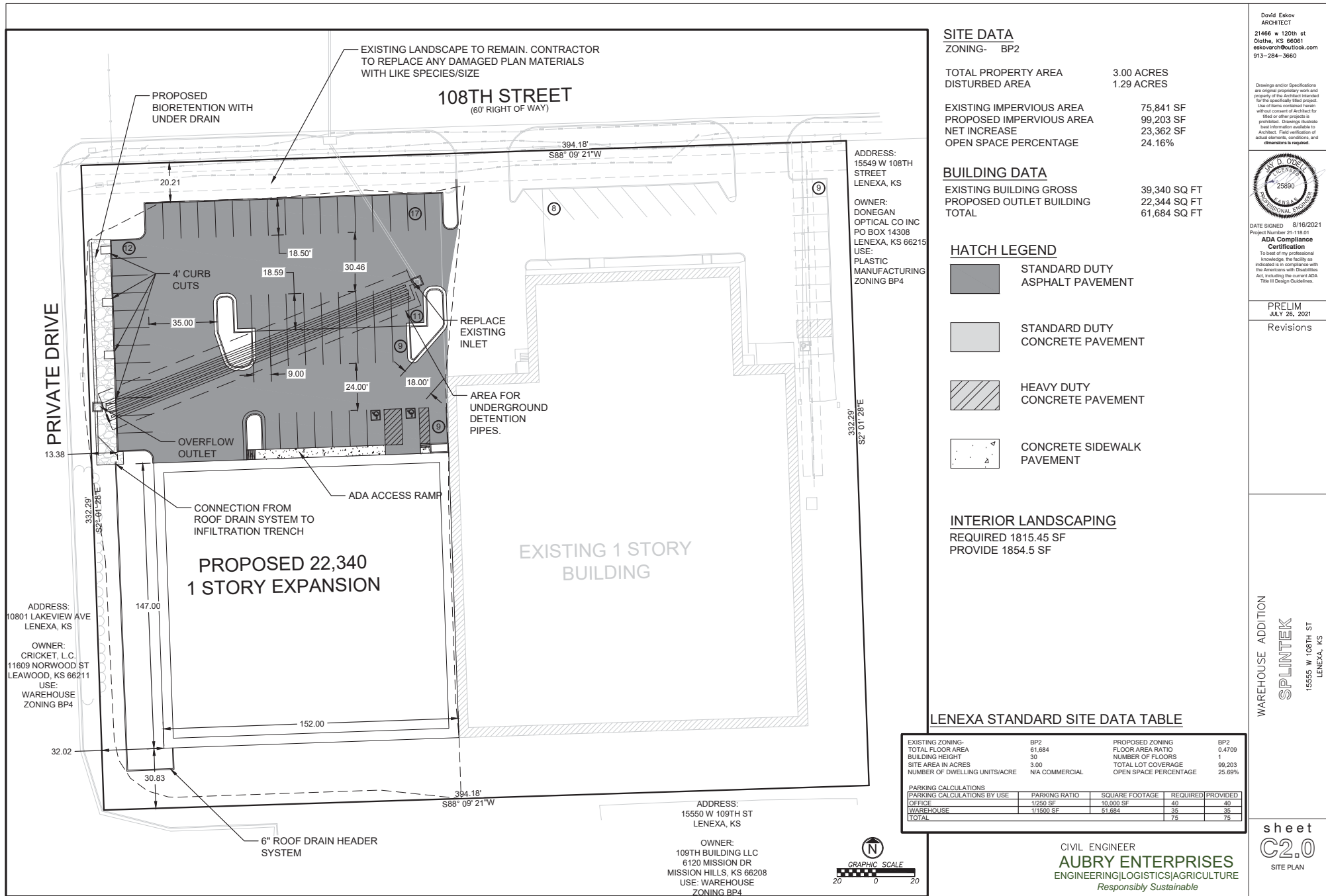
INFORMATIONAL COMMENTS

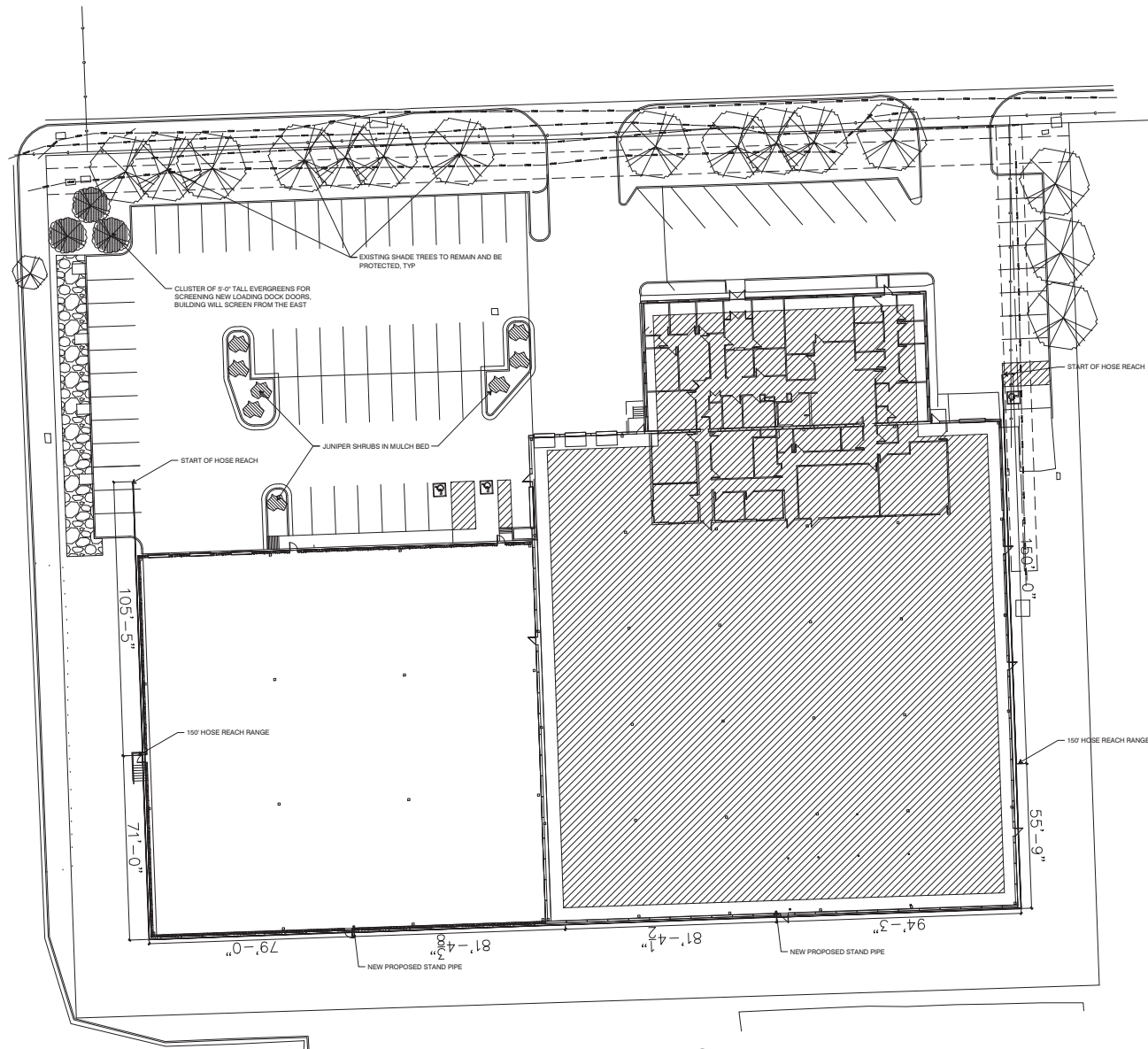
The preliminary plan is scheduled to be considered by the Governing Body on September 21, 2021. The final plan for this addition may be considered by staff administratively because the property is zoned BP-2.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the preliminary plan for Splintek Addition located at 15555 W 108th Street.







Proposed Site Plan
Scale: 1" = 20'

HAWTHORN
PROJECTS

Reuben Perin - RA
(913) 461-5522
reuben@hawthornproject.com

WAREHOUSE ADDITION
SPLINTEK
15555 W 108TH ST
LENEXA, KS

sheet
AS1.0
PROPOSED
LANDSCAPE PLAN

David Eskov
ARCHITECT
21466 W 120th St
Olathe, KS 66061
eskovarch@outlook.com
913-284-3660

Drawings and/or Specifications are original proprietary work and property of the Architect intended for the specifically stated project. Use of same contained herein without consent of Architect for other or other projects is prohibited. Drawings illustrate best information available to Architect. Field verification of actual elements, conditions, and dimensions is required.

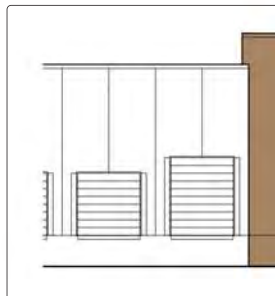
DATE SIGNED:
Project Number 21-118.01
ADA Compliance
Certification
To best of my professional knowledge, the facility as indicated is in compliance with the Americans with Disabilities Act, including the current ADA Title II Design Guidelines.

PRELIM
AUGUST 16, 2021
Revisions



EXISTING PHOTO

PAINT NEW CONCRETE TILT
PANEL TO MATCH EXISTING
BUILDING PAINT



PAINT NEW DOORS TO MATCH
EXISTING DOOR PAINT



PROPOSED ELEVATION

HAWTHORN
PROJECTS
Reuben Perin - RA
(913) 461-5522
reuben@hawthornproject.com

sheet
A2.0
EXTERIOR
ELEVATIONS

WAREHOUSE ADDITION
SPLINTEK
15505 W 108TH ST
LENEXA, KS

DATE ISSUED:
Project Number: 20-10-001
**ADA Compliance
Certification**
To best of my professional
knowledge, the facility as
indicated is in compliance with
the Americans with Disabilities
Act, including the current ADA
Title II Design Guidelines.

PRELIM
(20-7-20-2001)
Revisions

Reuben Perin
ARCHITECT
15505 W 108TH ST
LENEXA, KS 66042
reuben@hawthornproject.com
(913) 461-5522

Drawings and Specifications
are original proprietary work and
property of the Architect prepared
for the specifically stated project.
Use of these drawings herein
without consent of Architect for
other projects is
prohibited. Drawings illustrate
general information available to
Architect. Field verification of
actual materials, conditions, and
dimensions is required.

**PLANNING COMMISSION
MINUTE EXCERPTS
August 30, 2021**

4. Preliminary Plan for **Splintek Addition** located at 15555 West 108th Street, in the BP-2, Planned Manufacturing District. **PL21-03PR**

APPLICANT PRESENTATION:

David Eskov, architect for the project, presented on behalf of Splintek. He stated the building is an industrial warehouse and they are proposing a 22,000 square foot expansion to it. The expansion will provide additional warehouse space for raw materials and over stock items to deal with shipping concerns related to Covid. He stated they are planning on matching the exact style and design of the existing tilt-up building. He showed a picture of what the finished product will look like and concluded by stating the proposal is simple and straightforward.

STAFF PRESENTATION:

Christa McGaha stated the application is a preliminary plan for an addition to Splintek, located at 15555 West 108th Street. She explained Splintek manufactures healthcare products, specializing in sleep aid products. The property is zoned BP-2, Planned Manufacturing District. The existing building was constructed in 1978 and they are proposing a warehouse addition more than 22,000 square feet in size on the west side of the building along with parking lot and landscape improvements. She showed an aerial of the existing site and explained the area as all business park uses. She shared the site plan of the proposed expansion including the parking lot and landscaping improvements. She pointed out the storm water feature and stated they are not proposing any new lighting. There will be new underground detention to account for the additional impervious surface area added to the site and noted it had been reviewed by the engineering staff.

Christa McGaha stated the application is proposing additional landscaping in the parking lot islands as well as a cluster of trees on the northwest corner of the site. The trees on the north property line are existing and they are proposed to remain. She pointed out the overhead loading doors and said staff has asked that those be screened as much as possible. They intend to match the exact color and texture of the existing building. She stated staff is supportive of the proposed addition and no deviations are required. The final plan will not come back to Planning Commission because it is zoned BP-2 and will therefore, be considered by staff administratively. The property is not platted, and is not required to be per Section 4-2-B-8 that states lots in approved developments zoned business park that began development before 1998 are not required to be platted. She concluded by stating staff is recommending approval of the preliminary plan and noted this item does not require a public hearing.

PLANNING COMMISSION DISCUSSION:

There was no discussion on this item from the Planning Commission.

MOTION:

Chairman Poss entertained a motion to recommend APPROVAL of the preliminary plan for Splintek Addition located at 15555 West 108th Street. Moved by Commissioner Handley, seconded by Commissioner Horine, and carried by a majority voice vote.



**CITY COUNCIL
MEMORANDUM**

ITEM 4

SUBJECT: Resolution approving and authorizing the Mayor to execute a Presenting Sponsorship Agreement with Williams Foods, LLC for the 2021 Lenexa Chili Challenge

CONTACT: Logan Wagler, Parks & Recreation Director

DATE: September 21, 2021

ACTION NEEDED:

Adopt a resolution approving and authorizing the Mayor to execute a Presenting Sponsorship Agreement with Williams Foods, LLC for the 2021 Lenexa Chili Challenge.

PROJECT BACKGROUND/DESCRIPTION:

Annually, the City offers sponsorships to provide opportunities for community involvement by individuals and entities who desire to support and be associated with the City's festivals. These sponsorships serve as an important tool to enhance and improve the festivals and help offset the costs of offering such festivals.

Sponsorship proposals are evaluated using the sponsorship criteria contained in the City Sponsorship Policy, GB-Gen-1. Williams Foods, LLC submitted a proposal to be a Presenting Sponsor of the 2021 Lenexa Chili Challenge. As part of the sponsorship agreement, Williams Foods, LLC agrees to make a \$4,000 cash payment and provide \$1,275 of certain additional in-kind services which benefit the festival. Based upon staff's evaluation of the proposal, staff has determined the sponsorship complies with the criteria set forth in the City's Sponsorship Policy.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Inviting Places

Guiding Principles
Prudent Financial Management
Extraordinary Community Pride

ATTACHMENTS

1. Resolution
2. Agreement located in the Appendix

RESOLUTION NO _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CITY'S STANDARD FORM PRESENTING SPONSORSHIP AGREEMENT WITH WILLIAMS FOODS LLC FOR THE 2021 LENEXA CHILI CHALLENGE.

WHEREAS, the City recognizes sponsorships as an important tool to enhance and improve the City's various festivals and events; and

WHEREAS, the City offers sponsorships to provide opportunities for community involvement by local businesses who desire to support and be associated with the City's festivals and events; and

WHEREAS, Williams Foods LLC ("Williams") submitted a proposal which met the minimum cash and/or in-kind investment to become a 2021 Lenexa Chili Challenge Presenting sponsor, and such proposal complied with all other criteria set forth in the Governing Body's City Sponsorship Policy, GB-Gen-1; and

WHEREAS, the City Sponsorship Policy vests authority to approve the Festival Presenting sponsorships for City Festivals solely with the Governing Body; and

WHEREAS, the Governing Body desires to approve Williams as a Presenting Sponsor and enter into the City's Standard Form Presenting Sponsorship Agreement with Williams.

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Standard Form Presenting Sponsorship Agreement, as approved by the City Attorney, with Williams Foods LLC for the 2021 Lenexa Chili Challenge.

SECTION TWO: This resolution shall become effective upon adoption.

ADOPTED by the City Council September 21, 2021.

SIGNED by the Mayor this September 21, 2021.

CITY OF LENEXA, KANSAS

[Seal]

Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

Approved as to Form:

Steven D. Shrout, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 5

SUBJECT: Resolution authorizing the Mayor to execute a Roadway Reimbursement Agreement with Unified School District No. 233 for the construction of Gleason Road from Prairie Star Parkway to 97th Terrace

CONTACT: Tim Green, Deputy Community Development Director

DATE: September 21, 2021

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute a roadway reimbursement agreement with Unified School District No. 233 for the construction of Gleason Road from Prairie Star Parkway to 97th Terrace.

PROJECT BACKGROUND/DESCRIPTION:

Gleason Road will provide a second access point to the Canyon Creek Elementary School, located at the southwest corner of Gleason Road and 97th Terrace. Gleason Road will reduce the traffic currently using the local subdivision streets. Construction includes a 36-foot-wide roadway with sidewalks, a multi-use trail, street lighting, and storm drainage facilities.

The School District has agreed to pay 27.28% of the final cost of design and construction. This percentage was determined based on the District's land area divided by the total area benefiting from the project. The reimbursement payment is payable over 10 annual payments consisting of 10% of the reimbursement cost with the first payment to be made on January 1, 2022.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The project (Project No. 60115) is funded by the Capital Improvement Fund and a contribution from Unified School District No. 233.

Unified School District No. 233:	\$265,038.80
City of Lenexa:	\$706,511.20
Project Budget:	\$971,550.00

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

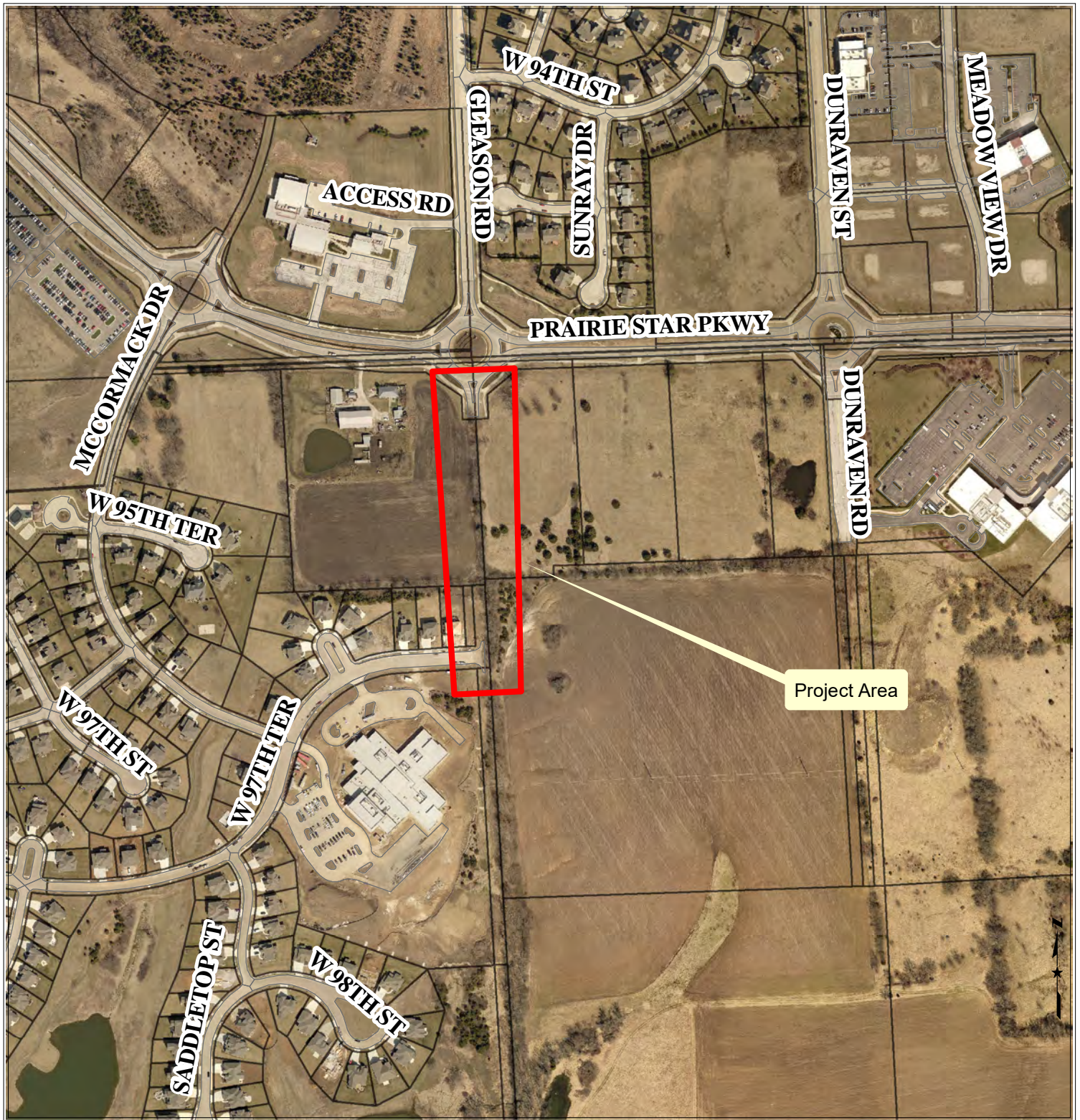
Integrated Infrastructure & Transportation

Guiding Principles

Prudent Financial Management
Strategic Community Investment

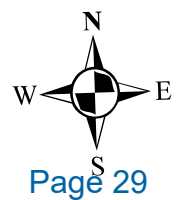
ATTACHMENTS

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



**Gleason Road
(Prairie Star Parkway to 97th Terrace)**

0 110 220 440 660 880
Feet



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A ROADWAY REIMBURSEMENT AGREEMENT WITH UNIFIED SCHOOL DISTRICT NO. 233 FOR PARTIAL REIMBURSEMENT OF THE CONSTRUCTION COSTS OF EXTENDING GLEASON ROAD FROM PRAIRIE STAR PARKWAY TO 97TH TERRACE

WHEREAS, the City of Lenexa, Kansas ("City") and the Unified School District No. 233, Johnson County, State of Kansas ("District") have previously discussed the District's construction of an elementary school at 97th Terrace and Gleason Road and the City's construction of Gleason Road; and

WHEREAS, the District did construct Canyon Creek Elementary School ("CCES") at the above-described site; and

WHEREAS, construction of CCES significantly impacted the surrounding street network and public infrastructure and necessitates the construction of certain public improvements in the area; and

WHEREAS, the District and the City have discussed the District's sharing in costs of constructing the extension of Gleason Road from Prairie Star Parkway south to 97th Terrace to provide for additional access to CCES;

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Roadway Reimbursement Agreement in substantially the same form as attached hereto as Exhibit "A" and incorporated herein by reference. The Mayor or City Manager are further authorized to execute such documents as may be necessary to carry out the aforementioned agreement.

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

ADOPTED by the Governing Body this 21st day of September, 2021.

SIGNED by the Mayor this 21st day of September, 2021.

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Alexander J. Aggen, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 6

SUBJECT: Ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation for the construction of the Little Mill Creek Trail Tunnel Project

CONTACT: Sean McLaughlin, City Attorney

DATE: September 21, 2021

ACTION NEEDED:

Pass an ordinance authorizing and providing for the acquisition of lands or interests therein by condemnation for the construction of the Little Mill Creek Trail Tunnel Project.

PROJECT BACKGROUND/DESCRIPTION:

This project will provide a grade-separated tunnel crossing under 87th Street Parkway to connect trails on the north side of 87th Street Parkway to Sar-Ko-Par Trails Park on the south side of 87th Street Parkway. This will improve the accessibility of the trail and safety of the users crossing 87th Street Parkway and will enhance the mixed-use trail system by providing a better crossing of 87th Street Parkway. The project requires the acquisition of approximately 18,000 square feet across one property.

On May 18, 2021, the City Council passed Resolution 2021-041, 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.

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 winter 2021. The City is using Orrick & Erskine as its acquisition counsel.

STAFF RECOMMENDATION:

Passage of the ordinance.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

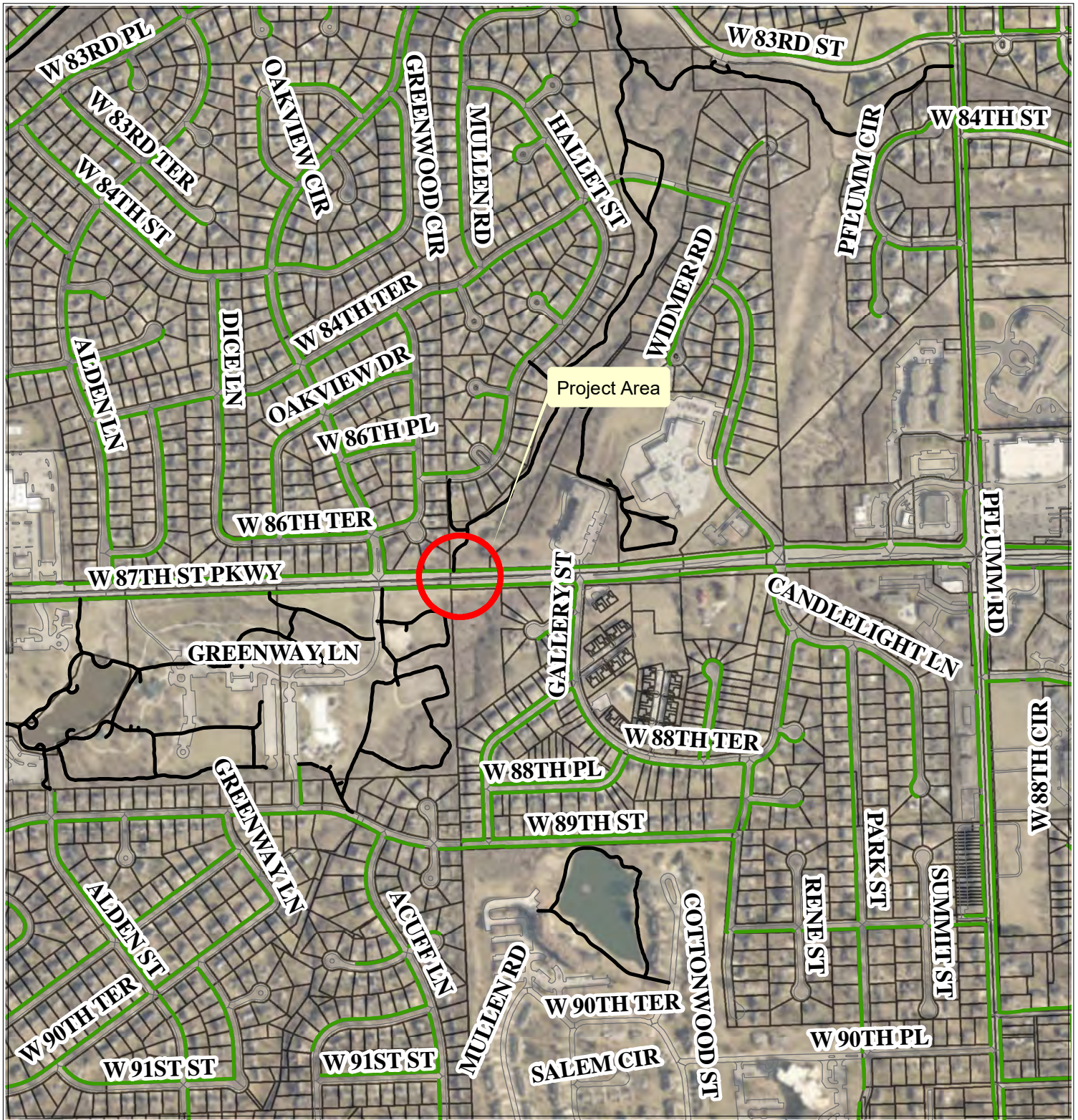
Inviting Places
Healthy People

Guiding Principles

Strategic Community Investment

ATTACHMENTS

1. Map
2. Ordinance

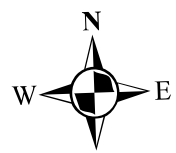


Legend

- Sidewalks
- Trails

Little Mill Creek Trail Crossing 87th Street Parkway

0 175 350 700 1,050 1,400
 Feet



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACQUISITION OF LANDS OR INTERESTS THEREIN BY CONDEMNATION FOR THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS ASSOCIATED WITH THE CONSTRUCTION OF THE LITTLE MILL CREEK TRAIL TUNNEL PROJECT IN LENEXA, JOHNSON COUNTY, KANSAS.

WHEREAS, the Governing Body of the City of Lenexa, Kansas did by Resolution No. 2021-041, 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 Little Mill Creek Trail Tunnel Project.

This project will provide a grade-separated tunnel crossing under 87th Street Parkway to connect trails on the north side of 87th Street Parkway to Sar-Ko-Par Trails Park and Indian Trails swimming pool on the south side of 87th Street Parkway, utility location and relocation, environmental review, landscaping, and all appurtenant facilities, 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 Little Mill Creek Trail Tunnel Project.

This project will provide a grade-separated tunnel crossing under 87th Street Parkway to connect trails on the north side of 87th Street Parkway to Sar-Ko-Par Trails Park and Indian Trails swimming pool on the south side of 87th Street Parkway, utility location and relocation, environmental review, landscaping, and all appurtenant facilities, 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

TRACT 1 – THREE VILLAGE PROPERTY:

FEE OWNER: THREE VILLAGE, LLC and its successors and assigns

SITUS ADDRESS: 400' East of the Southeast Corner of 87th Street Parkway and Acuff Lane Lenexa, KS 66215

Parcel ID: IP64300000-00PA

MAILING ADDRESS: Three Village, LLC
3145 Broadway St.
Kansas City, Mo 64111

Fee Simple Estate

All that part of Parcel "A", of "REPLAT OF MILL CREEK ESTATES", a subdivision, as recorded in book 49, at page 47, located in the North 1/2 of the Northeast 1/4, of Section 33, Township 12 South, Range 24 East, as recorded in the City of Lenexa, Johnson County, Kansas.

All that part of the Parent Tract, being more particularly described as follows:

Beginning at Northwest corner of said Parcel "A"; thence N88°10'02"E along the North line of said Parcel "A", also being the South R/W line of W. 87th Street Parkway, a distance of 122.70 feet; thence leaving said South R/W line, S01°49'58"E a distance of 92.51 feet; thence S42°42'32"W a distance of 172.47 feet to a point on the West line of said Parcel "A", also being the West line of said Northeast 1/4; thence N02°17'28"W along said West line, a distance of 215.44 feet to the **Point of Beginning**.

Containing 18,812.13 square feet or 0.432 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: It is further authorized that the power of eminent domain in accordance with K.S.A. 26-501, *et seq.*, the Eminent Domain Procedure Act, shall include the unknown heirs, executors, administrators, devisees, trustees, lessees, creditors, spouses, guardians, conservators, successors and assigns of all such owners of property described hereinbefore and any unknown persons claiming an interest in the property described hereinbefore, and any unknown persons in possession.

SECTION FOUR: 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 21st day of September, 2021.

SIGNED by the Mayor this 21st day of September, 2021.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 7

SUBJECT: Ordinance approving a three-year Special Use Permit for MAVS, located at 16501 W. 116th Street, to allow Personal Instruction, General, in the BP-2 Planned Manufacturing zoning district

CONTACT: Scott McCullough, Community Development Director
Magi Tilton, Planning & Development Administrator

DATE: September 21, 2021

ACTION NEEDED:

Pass an ordinance approving a three-year Special Use Permit (SUP) for MAVS, located at 16501 W. 116th Street, to allow Personal Instruction, General, in the BP-2 Planned Manufacturing zoning district.

APPLICANT:

Kathy Bates, MAVS KC

OWNER:

Lenexa Logistics East 3 L.L.C.

PROPERTY ADDRESS:

16501 W. 116th Street

PROJECT BACKGROUND/DESCRIPTION:

In September 2020, Mid-America Volleyball Club (MAVS) received approval of an SUP for Personal Instruction, General to locate at 16501 W. 116th Street. Due to potential parking constraints, the number of volleyball courts that may be used at any given time during tournament play was limited to four. MAVS was approached by the Heart of America Region Volleyball Association regarding the use of their facility due to the COVID-19 pandemic and limited availability of court space in the area. In January 2021, MAVS received approval of a revised SUP which allowed them to use eight courts during tournament play without spectators.

The building MAVS is currently located in is completely leased and the current tenants have business hours ending by 5 PM on weekdays and are closed during weekends. With the building being entirely occupied and MAVS having parking agreements with those tenants, MAVS is requesting to modify their SUP to allow up to eight courts be used during tournament play with spectators, and to host an unlimited number of tournaments during the year. The facility has a total of ten volleyball courts; however, only eight of them are set up for competition. It is not the applicant's intent to use the two additional courts for tournament play. However, if the courts were converted to be competition-ready, the applicant would need to request another modification to the SUP.

To date, no complaints have been submitted associated with MAVS operating at this location. Though it is anticipated that the hours of operation for the personal instruction use and volleyball tournaments will be different than for businesses in the surrounding business parks, there is still the potential of truck traffic occurring in the evenings or weekends. When the initial SUP was approved for MAVS, the applicant was required to install a sidewalk on the subject property connecting the front entry to the north side of 116th

Street including a striped crosswalk on 116th Street. The sidewalk provides pedestrian access from the Heart to Heart International parking lot. MAVS continues to have an off-site parking agreement with Heart to Heart International to use 70 parking stalls during weekend events.

STAFF RECOMMENDATION:

Passage of the ordinance.

PLANNING COMMISSION ACTION:

This item was considered at the August 30, 2021 Planning Commission meeting. No one but the applicant spoke at the public hearing for the SUP application. As part of the Planning Commission's deliberations, the main concern was people attending the tournaments and parking in areas within the business park that MAVS does not have a parking agreement with. The applicant assured the Commission they will continue to have staff directing traffic on days that tournaments are held.

Chairman Poss entertained a motion to recommend **APPROVAL** of a three-year SUP to allow Personal Instruction, General including allowing eight courts for volleyball tournaments with spectators within the facility, located at 16501 W. 116th Street within the BP-2 zoning district with the following stipulations:

- 1. A maximum of 70,000 square feet may be occupied within the subject building by the Personal Instruction, General use.
- 2. In order for tournaments to be held in conjunction with the Personal Instruction, General use, parking requirements, as provided under #10 of the Golden Criteria in the staff report, shall be met at all times. If at any time the Personal Instruction, General use does not provide the required off-street parking on-site or through a combination of on-site and off-site parking agreements, then tournaments shall not be allowed as part of this SUP.

The motion for approval was made by Commissioner Burson, seconded by Commissioner Horine, and carried by a majority voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Inviting Places

Guiding Principles

ATTACHMENTS

- 1. Map
- 2. Staff Report and Exhibits
- 3. PC Draft Minute Excerpts
- 4. Ordinance



MAVS
SU21-08
Vicinity Map

MEETING DATE: August 30, 2021 - **PUBLIC HEARING REQUIRED**

REGULAR AGENDA ITEM: 3

PROJECT TITLE: MAVS KC

PROJECT # / REQUEST: SU21-08 – Special Use Permit to allow Personal Instruction, General in a BP-2, Planned Manufacturing Zoning District

APPLICANT:
Kathy Bates, MAVS KC

OWNER:
Lenexa Logistics East 3 L.L.C.

STAFF PLANNER:
Karen Gable

PROPERTY LOCATION: 16501 W. 116th Street

SUMMARY OF RECOMMENDATION

Staff recommends **APPROVAL** of the requested three-year special use permit to allow Personal Instruction, General with 8 courts for volleyball tournaments, with spectators within the facility with stipulations.

PROPOSED PROJECT DESCRIPTION AND BACKGROUND INFORMATION

In September of 2020, Mid-America Volleyball Club (MAVS) received approval of a special use permit (SUP) for Personal Instruction, General to locate at 16501 W. 116th Street. MAVS' initial request was for the use of eight volleyball courts during the tournament season, but due to potential parking constraints due to the building not being completely leased out, MAVs changed their request to use only four volleyball courts at any given time during tournament play. As part of this SUP, MAVS obtained written permission from Heart to Heart, located at the northwest corner of Renner Boulevard and 116th Street, to use 70 of the parking stalls during weekend events.

MAVS was approached by the Heart of America Region Volleyball Association regarding the use of their facility due to the COVID-19 pandemic and limited availability of court space in the area. MAVS was approved for a revised SUP in January of 2021, which allowed them to use eight courts during tournament play without spectators due to the COVID-19 pandemic.

The building MAVS is currently located in is completely leased and the current tenants have business hours ending by 5:00 pm on weekdays and are closed during weekends. MAVs is requesting to again modify their SUP to use eight courts with no limit to the number of spectators or number of tournaments that may be hosted throughout the year.

CURRENT ZONING:

BP-2, Planned Manufacturing District

CURRENT USE:

Personal Instruction with weekend tournaments (maximum of 8 courts without spectators)

ACREAGE:

15.75

PROPOSED USE:

Personal Instruction with unlimited number of tournaments (maximum of 8 courts with spectators)

BUILDING SQUARE FOOTAGE:

Entire Building = 249,150

MAVS Tenant Space = 69,891 (28%)

COMPREHENSIVE PLAN RECOMMENDATION FOR AREA

Business Park - Developments providing space for uses that may include light assembly and manufacturing, or warehousing and distribution. Settings may range from campus-like business parks to single-use buildings.

SPECIAL USE PERMIT ANALYSIS

With the building being entirely occupied, MAVS is requesting to go from the most recent SUP approval of eight courts without spectators, to allowing an unlimited number of tournaments with spectators. The facility has a total of ten courts; however, only eight of them are set up for competition. It is not the intent of the applicant to ever use these two other courts for tournament play, but if they were ever converted to be competition-ready, the applicant would need to modify their special use permit with Planning Commission and City Council.

Hours of operation, during non-tournament play, is primarily 4:30 pm to 10:00 pm on weekdays, 8 am to 12:00 pm on Saturdays and 12:00 pm to 8:00 pm on Sundays. During tournament season, hours of operation are from 8:00 am to 8:00 pm on Saturdays and 8:00 am to 5:00 pm on Sundays. Tournament play is typically in the months of January through April.

Personal Instruction uses are subject to supplementary regulations found in Section [4-1-B-23-AC](#) of the Unified Development Code (UDC); these regulations require all functions to be within an enclosed building.

With regard to the review criteria contained within [Section 4-1-G-5](#) of the UDC, Staff has the following comments:

1. *The character of the neighborhood.*

The immediate surrounding neighborhood is primarily industrial, light industrial, office, warehousing, and distribution land uses. The property is at the southern limits of Lenexa with a business park directly to the south, located in the City of Olathe. The Lenexa Logistics Centre East business park in which MAVS is located is currently developing, with their building being the first one constructed and occupied.

2. The zoning and use of properties nearby.

VICINITY ZONING PATTERN:

North: BP-2, Planned Manufacturing Zoning District
South: M-2, General Industrial District, IP-1, Planned Light Industrial District, and PEC-3, Planned Light Industrial Park Zoning Districts (City of Olathe)
East: BP-2, Planned Manufacturing Zoning District
West: BP-2, Planned Manufacturing Zoning District

VICINITY LAND USE PATTERN:

North: Business Park – Lenexa Logistics East
South: (City of Olathe) Industrial uses including: office, warehousing, manufacturing and municipal utility structures, and undeveloped land
East: Business Park – Lenexa Logistics East
West: Business Park – Lenexa Logistics East

3. The suitability of the subject property for the uses to which it has been restricted.

The subject property has recently been developed. In addition to the off-site parking agreement with Heart to Heart obtained by the applicant, the property should provide the access and parking required for this particular land use (see #10 for a more in-depth analysis of the parking).

Personal instruction land uses are allowed within the BP-2 zoning district, either by right or with an SUP depending on the area or percentage of the building occupied by the personal instruction use. Approval of the three-year SUP will require compliance with applicable building code, UDC, and fire regulations.

An item that staff continues to monitor through the duration of an SUP is any type of complaint from surrounding residents or businesses. To date, no complaints have been submitted associated with this use.

4. The extent to which the proposed use will detrimentally affect nearby property.

Based on there being no changes proposed to the exterior of the building, all functions of the personal instruction being within the enclosed building, and the hours of operation being different than many of the surrounding uses located within this general vicinity, the personal instruction land use (not including weekend tournaments) should have no outward impacts to nearby properties.

Tournament activity and the provision of off-site parking has the potential to impact nearby properties based on greater pedestrian activity or if the off-site parking is not managed properly. Though it is anticipated that the hours of operation for the personal instruction use and volleyball tournaments will be different than businesses in the surrounding business parks, there is still the potential of truck traffic occurring in the evenings or weekends as well as construction activity as Lenexa Logistics East continues to develop. Staff would add that at time of the initial SUP approval for MAVS at this site, the applicant installed a sidewalk on the subject property, running from their front entry and connecting to the north side of 116th Street via a striped crosswalk. The sidewalk provides pedestrian access from the Heart to Heart parking lot.

5. *The length of time the subject property has remained vacant as zoned.*

The property is designated for industrial uses, as it has been, from the time the area was annexed into the City limits in 1989. This business park is currently under development and MAVS was one of the initial tenants.

6. *The relative gain to public health, safety and welfare due to the denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.*

Staff does not see a relative gain to the public in recommending denial of this application provided applicable codes and stipulations placed on this property as part of the SUP are complied with.

7. *Recommendation of City's permanent professional staff.*

See staff recommendation.

8. *Conformance of the requested change to the adopted or recognized Master Plan being utilized by the City.*

As noted in the Comprehensive Plan, the property is listed for Business Park land uses, allowing for a variety of light assembly, manufacturing, warehouse or distribution uses. Personal Instruction, General is permitted with a Special Use Permit within the BP-2 zoning district and has commonly been considered an acceptable use in Lenexa's business park zoning districts.

9. *The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water and electrical service, police and fire protection, schools, parks and recreation facilities, etc.*

Utility services are available to the site and are provided by separate agencies.

10. *The extent to which the proposed use would adversely affect the capacity or safety of that portion of the street network influenced by the use, or present parking problems in the vicinity of the property.*

Personal instruction uses have the opportunity to operate well within a business park based on the use typically having different operating hours and peak parking demands than other uses allowed within the business park zoning districts.

The following table lists the maximum number of people within the facility at any given time based on a weekday without tournaments and a weekend with tournaments (limited to eight courts). These figures were provided by MAVS, based on their history with operating this type of business, and are not based on the design-load occupancy of the building.

Weekday w/o Tournaments	Weekends w/ Tournaments Limited to 8 Courts (maximum numbers at any given time)
Staff/Coaches = 32 Participants/Spectators = 156 Total = 188	Staff/Coaches = 63 Participants/Spectators = 781 Total = 844
*Required Parking = 110	**Required Parking = 323

Provided On-site = 389	Provided On-site = 389 Provided Off-site = 70 Total Provided = 459
------------------------	---

*Required parking for Personal Instruction is 0.50 spaces per student in largest class, plus one space per employee, does not account for tournaments or spectators.

** It is staff's opinion that tournaments and spectators are more similar to indoor theaters, indoor entertainment or churches, which generally require 1 parking space per 3 seats. Parking for MAVS was calculated based on combining these two formulas with staff/coaches requiring one space per person and participants/spectators requiring one space per 3 persons.

In addition to the existing off-site parking agreement with Heart to Heart, located at 11550 Renner Boulevard, MAVS has obtained written permission from the two tenants located within their building allowing for overflow parking after 5:00 pm on weeknights and anytime on weekends.

11. ***The environmental impacts the proposed use will generate including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.***

No changes are proposed to the site as part of the amended SUP; therefore, staff does not anticipate any negative environmental impacts with the proposed change from four to eight courts for tournament play with spectators being allowed.

12. ***The ability of the applicant to satisfy any requirements (e.g. site plan, etc.) applicable to the specific use imposed pursuant to the zoning regulations in this Chapter and other applicable ordinances.***

All applicable regulations and ordinances of the Unified Development Code and fire and building code must be adhered to.

INFORMATIONAL COMMENTS

If parking were to become a problem, the applicant is aware that the SUP may be reviewed to discuss options to resolve the problem or, in a worst-case scenario, revoked by the City for lack of complying with the code.

This item is scheduled to be considered by the Governing Body on September 21, 2021.

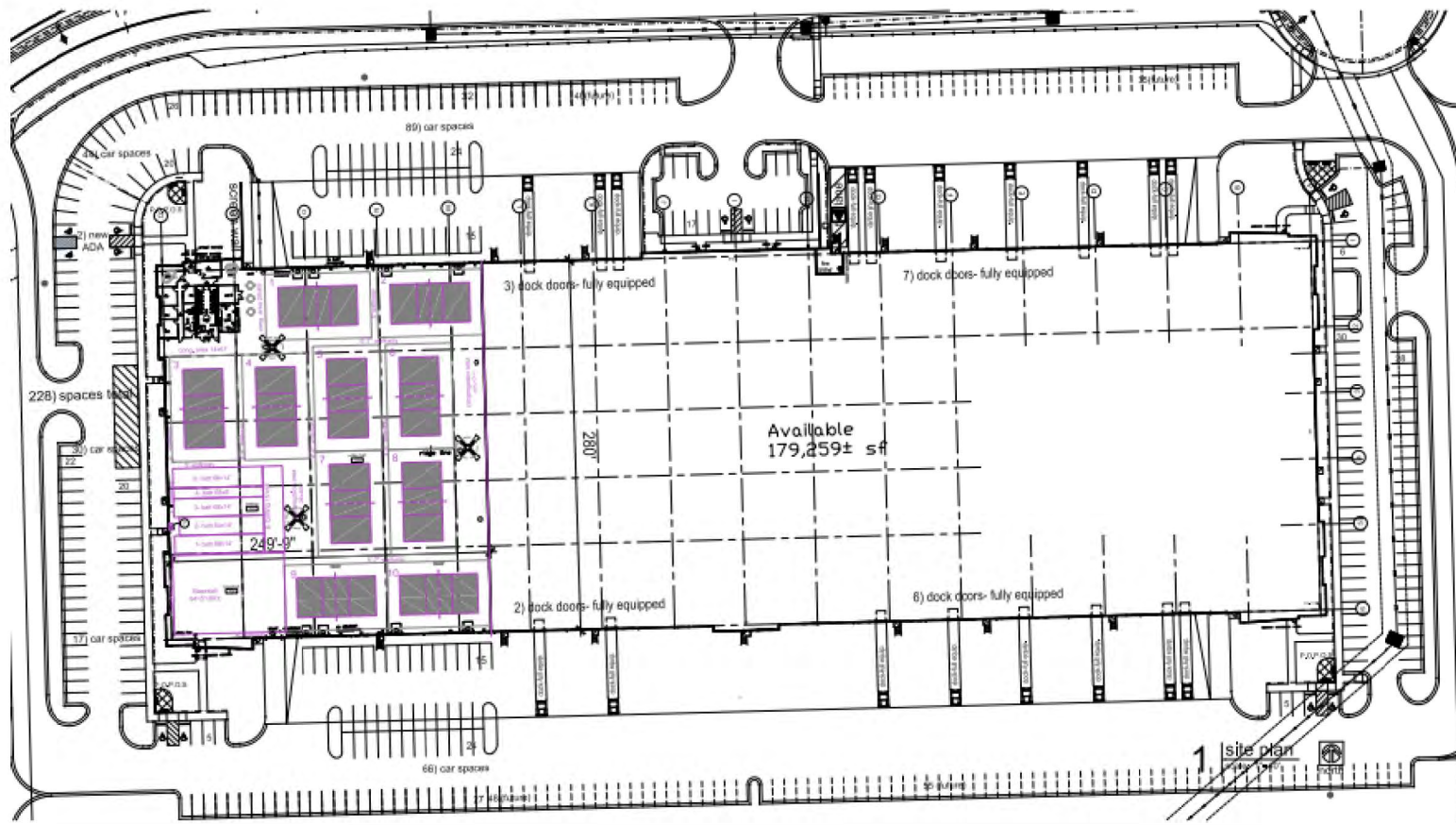
Assuming the SUP is approved, the ordinance adopted by the Governing Body on January 19, 2021, will be repealed and a new ordinance with the new stipulations and timeframe will be adopted.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of a three-year Special Use Permit to allow Personal Instruction, General located at 16501 W. 116th Street within the BP-2 zoning district with the following stipulations:

1. A maximum of 70,000 square feet may be occupied within the subject building by the Personal Instruction, General use.
2. In order for tournaments to be held in conjunction with the Personal Instruction, General use, parking requirements, as provided under #10 of the Golden Criteria in the Staff Report, shall be

met at all times. If at any time the Personal Instruction, General use does not provide the required off-street parking on-site or through a combination of on-site & off-site parking agreements, then tournaments shall not be allowed as part of this special use permit.



Parking Lot /Total on-site spaces = 389



Our first SUP was approved in October of 2020 allowing us to host volleyball tournaments at our facility, however, limiting us to just four courts per tournament due to parking issues on and off premise.

Our second SUP was approved in January of 2021 allowing us to host volleyball tournaments at our facility utilizing up to eight courts due to the fact that there would be limited spectators allowed at these tournaments due to the COVID-19 Pandemic.

We are now applying for SUP number three. Our premise is completely occupied by three tenants...MAVS, LLC and two other tenants. MAVS has attained permission from each of these other tenants to utilize their parking spaces after 5pm on the weeknights and all day long on the weekends (neither tenant will occupy their space during those times). That now gives MAVS access to 389 total parking spaces on premise plus the additional 70 spots offered to MAVS across the street at the Heart of America International building...giving us a total of 459 parking spots available to MAVS on weekends and after 5pm on weekdays. We plan to use a max of eight courts for any event...details below.

If using 8 courts (max#) on Saturday tournament weekends, at any given time the maximum number or patrons is as follows:

- **Staff = 13**
- **Volleyball Participants = 360**
- **Volleyball Coaches = 40**
- **Volleyball Spectators = 400**
- **Baseball/Softball Participants = 16**
- **Baseball/Softball Coaches = 10**
- **Baseball/Softball Spectators = 5**
 - **TOTAL = 844**

If using 8 courts (max#) on Sunday tournament weekends, at any given time the maximum number or patrons is as follows:

- **Staff = 13**
- **Volleyball Participants = 290**
- **Volleyball Coaches = 32**
- **Volleyball Spectators = 330**
- **Baseball/Softball Participants = 16**
- **Baseball/Softball Coaches = 10**
- **Baseball/Softball Spectators = 5**
 - **TOTAL = 696**

Outside of tournament weekends and during club volleyball season, at any given time the maximum number of patrons would be on weekday evenings, and is as follows:

- **Staff = 2**
- **Volleyball Participants = 90**
- **Volleyball Coaches = 20**
- **Volleyball Spectators = 45**
- **Baseball/Softball Participants = 16**
- **Baseball/Softball Coaches = 10**
- **Baseball/Softball Spectators = 5**
 - **TOTAL = 188**

As referenced above, the maximum number of people during any event would be 844 individuals at a given time (this total includes the staff, participants, coaches, and spectators). The Unified Development Code does not specifically address parking for tournaments, rather it allows for the parking requirements for a listed land use that is deemed most similar to the use proposed be used. The most similar land use would be "Indoor Entertainment", which requires 1 parking space per 3 seats. Based on the maximum numbers of individuals proposed at a given time, a total of 282 parking spaces are required for the tournaments. As discussed above, MAVS has obtained permission from our buildings other two tenants allowing MAVS access to their parking spots after 5pm on the weekdays and all day long on the weekends. This now gives MAVS access to a total of 389 parking spots on premise and an additional 70 parking spots across the street at Heart of America International...totaling 459 parking spots after 5pm on weekdays and all day long on the weekends. Due to MAVS primarily having evening and weekend hours, we feel there will be no issues with parking on our site or in the adjacent property we have permission on. We understand that if parking ever becomes a problem, our SUP may be revoked by the city.

If we were to use the parking requirements given to us by the Heart of America Volleyball Association, we would still have plenty of parking. They require approx. 50 parking spaces per court. So, when we host a tournament using a maximum of 8 courts, we are required to have 400 parking spots...which all 400 spaces have never been used.

In a nut shell, MAVS, LLC is requesting our third Special Use Permit allowing us to have unlimited events at our facility as long as the events that require the additional parking spaces be after 5pm on the weekdays and all throughout the day and evening on the weekends.

August 25, 2021

Kathy Bates
Mavs, LLC
16501 W 116th Street
Lenexa, KS 66219

Re: Parking Agreement

Dear Kathy,

I am the Vice President of Heart of Heart International located at 11550 Renner Blvd, Lenexa, KS. I agree to allow Mavs, LLC to use a portion of Heart to Heart International's south and front/east parking lots for overflow parking during volleyball tournaments on Saturdays and Sundays in January, February and March 2022. We have 70 parking spaces that will be available for your use.

You will be required to monitor your patrons as they use our space making sure they are parking where they are allowed. Please ensure any trash left behind in the parking lot post-tournament is removed at the end of each weekend. You also agree to indemnify Heart to Heart International from any damage or injury, and you will carry liability insurance which covers my property.

This agreement is contingent upon arranging for snow removal to the satisfaction of both parties.

Sincerely,



Brian Sink
Vice President
Heart to Heart International
11550 Renner Boulevard
Lenexa, KS 66219



June 4, 2021

Kathy Bates
MAVS, LLC
16501 West 116th Street
Lenexa, KS 66219

Dear Kathy,

I am the Warehouse Manager for Emerson Ecologics located at 16301 West 116th Street, Lenexa, KS. I agree to allow MAVS, LLC to use our 150 parking spots for overflow parking on weeknights (after 5pm) and on the weekends.

In return, I would ask that you take care of the following:

- MAVS will notify me in advance (via e-mail) the days and times you feel you will need this overflow parking
- MAVS will be required to monitor your patrons making sure they are parking where they are allowed
- MAVS will be required to pick-up any trash left behind by patrons using our parking spots
- MAVS also agrees to indemnify Emerson from any damage or injury, and will carry liability insurance which covers Emerson's property
- Emerson Ecologics reserves the right to cancel this agreement with 30 days written notice.

Regards,

A handwritten signature in black ink that reads "Shane Doudna".

Shane Doudna
Senior Warehouse Manager
Emerson Ecologics
16301 West 116th Street
Lenexa, KS 66219

10 August 2021

Rodney C Blecha
MAVS LLS
16501 West 116th Street
Lenexa KS 66219

Dear Rodney,

I am the Warehouse Manager for Essense Designs, AKA Essense of Australia, located at 16425 W 116th Street Lenexa KS 66219. I agree to allow MAVS LLC use of our 111 parking spots for overflow parking on weeknights, after 5 pm, and on the weekends.

In return, I would ask that you take care of the following:

1. MAVS will notify me (via e-mail) the days and times you feel you will need overflow parking
2. MAVS will be required to monitor your patrons making sure they are parking where they are allowed.
3. MAVS will be required to pick-up any trash left behind by patrons using our parking spots.
4. MAVS agrees to indemnify Essense Designs, AKA Essense of Australia from any damage or injury and will carry liability insurance which covers the Essense Designs property.
5. Essense Designs reserves the right to cancel this agreement with 30 days written notice.

Regards



Scott A Olson
Warehouse Manager
Essense of Australia
16425 W 116th St
Lenexa KS 66219
785-580-7168

**PLANNING COMMISSION
MINUTE EXCERPTS
August 30, 2021**

3. Special Use Permit for **MAVS** located at 16501 West 116th Street, in the BP-2, Planned Manufacturing District. **SU21- 08**

APPLICANT PRESENTATION:

Kathy Bates recapped their previous special use permit applications for MAVS Volleyball at 16501 West 116th. She explained due to a parking issue, they were granted the use of four courts for tournaments. Once the pandemic hit, they came back and asked for the use of eight courts with no spectators. Now they are asking for the use of eight courts with spectators because their building is fully occupied and everyone within the building has granted them access to their parking spots during the weekends. MAVS is the only group on the premises that will utilize the building on the weekends. She stated there is another building being constructed to the north of them and once that building is occupied they will ask the tenant if they can use some of their parking on weekends, but at this time she believes they have plenty of parking spaces to hold tournaments on eight courts with full spectators.

STAFF PRESENTATION:

Magi Tilton explained that MAVS is before the Planning Commission this evening requesting another amendment to their special use permit which allows Personal Instruction, General uses in the BP-2, Planned Manufacturing zoning district. They want to go back up to eight volleyball courts for tournament play with spectators and no limit on the number of tournaments hosted during a calendar year. She explained this request is based on having the opportunity to use additional parking on-site. She presented a map showing the applicant's location. She then provided a slide showing the timeline of the various changes that have taken place with the special use permit. She stated the most recently approved special use permit, in January of this year, included specific stipulations reverting to four courts for tournament play without any restrictions on the number of spectators starting in April of this year. Staff made that recommendation because we were in the midst of the COVID epidemic and hoping it would get better, trying to avoid having to keep coming back to the Commission to modify the special use permit.

Magi Tilton stated the applicant is wanting to go from four courts to eight courts. She pointed to a table that was included in the packet that outlined the parking requirements based on how the specific space is used during the weekday versus on a weekend when they are holding a tournament. The weekends are when tournaments would be played and when spectators, participants and teams would be in attendance. She pointed out the footnotes at the bottom of the table. She stated staff looked at Indoor Theater, Indoor Entertainment, and Places of Worship when considering the parking requirement for tournaments. There is not a specific off-street parking requirement for tournaments, but staff is of the opinion they operate more like those types of uses than just a Personal Instruction use. She then showed a layout of the entire site and where parking is provided. The total onsite parking for the entire building is 389 spaces and previously MAVS had 171 of those spaces available to them. Now based on their agreements with the other tenants they do have access to all 389 spaces on weekends and after typical business hours. They also have the agreement for off-site parking with Heart to Heart International. Staff is recommending approval of another special use permit for Personal Instruction, General at that location in the BP-2, Planned Manufacturing zoning district for a three-year term. Staff included conditions in the staff report and she explained they were carried over from previous approvals. If the three-year special use permit is approved, the three-year timeframe

**PLANNING COMMISSION
MINUTE EXCERPTS
August 30, 2021**

would start again, and the previously approved ordinance would be repealed and replaced with the one being considered by the Governing Body on September 21st.

PUBLIC HEARING: Chairman Poss opened the public hearing.

Hearing no comments from the public, Chairman Poss entertained a motion to CLOSE the public hearing. Moved by Commissioner Handley, seconded by Commissioner Harper, and carried by a majority voice vote.

PLANNING COMMISSION DISCUSSION:

Commissioner Horine commented he did not have a problem with the expansion and he was glad to see that more people are coming out and seeing more activity. He stated his concern is the same as it was the very first time they were before the Commission. They have agreements now with everyone in their building as well as an agreement with Heart to Heart. When you drive in the main street of the site, at the end of the cul-de-sac there is a building straight ahead. He asked if MAVs had permission to park in that buildings parking lot.

Kathy Bates asked if the business he was referring to was Advantage Solutions and responded that they have not asked because they didn't feel they needed those parking spaces.

Commissioner Horine said that having been to a number of those tournaments with his granddaughter, people will not turn around and go back across the street to Heart to Heart's lot to park. They will park wherever they can find a place to park.

Kathy Bates replied although they did not have fans or spectators, they still had people making sure that everyone was parking in the right spot and not parking on the street. She commented her husband even put on an orange vest and directed traffic, and they have every intention of doing that again. They also send out information on where to park, and not to park, before the tournament. She concluded by stating she thought they did a nice job of roping off the areas they were not allowed to park in.

Commissioner Leib stated his initial concern when the applicant appeared before the Planning Commission was the safety factor of people crossing the main street. He believes things worked out the way the commissioners had hoped, with the other tenants moving in and MAVs obtaining parking agreements. Now they have between 80 and 90 percent of the required parking spaces available onsite. He commented he would prefer not to have any spectators or visitors crossing the street and agrees with Commissioner Horine that visitors will want to park closer. As the other buildings develop on the eastern side of Renner, being able to accommodate all the parking on that side of Renner would be his suggestion.

MOTION:

Chairman Poss entertained a motion to recommend APPROVAL of a three-year Special Use Permit to allow Personal Instruction, General located at 16501 W. 116th Street within the BP-2 zoning district with the following stipulations:

1. A maximum of 70,000 square feet may be occupied within the subject building by the Personal Instruction, General use.

**PLANNING COMMISSION
MINUTE EXCERPTS
August 30, 2021**

2. In order for tournaments to be held in conjunction with the Personal Instruction, General use, parking requirements, as provided under #10 of the Golden Criteria in the Staff Report, shall be met at all times. If at any time the Personal Instruction, General use does not provide the required off-street parking on-site or through a combination of on-site & off-site parking agreements, then tournaments shall not be allowed as part of this special use permit.

Moved by Commissioner Burson, seconded by Commissioner Horine, and carried by a majority voice vote.

DRAFT

SU 21-08

ORDINANCE NO. _____

AN ORDINANCE GRANTING A THREE-YEAR SPECIAL USE PERMIT ON PROPERTY LOCATED AT 16501 W. 116TH STREET, LENEXA, KANSAS AND REPEALING ORDINANCE NO. 5807.

WHEREAS, on July 22, 2021, Kathy Bates, representative for Mid-America Volleyball Club (MAVS) and applicant for the owner of record, Lenexa Logistics East 3 L.L.C., filed a request for a three-year special use permit to allow the use of “personal instruction, general”, on property located at 16501 W. 116th Street in a BP-2, Planned Manufacturing Zoning District; and

WHEREAS, on August 30, 2021, the Lenexa Planning Commission held a public hearing to hear the request for said special use permit. Notice for the public hearing was provided in accordance with K.S.A. 12-757; and

WHEREAS, on August 30, 2021, the Lenexa Planning Commission recommended approval of a three-year special use permit to allow the use of “personal instruction, general”, on property located at 16501 W. 116th Street in a BP-2, Planned Manufacturing Zoning District two stipulations, as reflected in the minute record for said meeting; and

WHEREAS, on September 21, 2021, the Governing Body considered the request and Planning Commission recommendation, as reflected in the minute record for said meeting; and

WHEREAS, this Ordinance repeals Ordinance 5807 that granted a special use permit for the same property.

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

SECTION ONE: That the Governing Body hereby approves the issuance of a three-year special use permit to allow the use of “personal instruction, general”, on property located at 16501 W. 116th Street in a BP-2, Planned Manufacturing Zoning District with two stipulations as reflected in the minute record of the September 21, 2021, Governing Body meeting for the real estate described as:

Lenexa Logistics Centre East First Plat, Lot 3, a subdivision in the City of Lenexa, Johnson County, Kansas.

SECTION TWO: The Clerk of the City of Lenexa, Kansas, is hereby authorized and directed to record the issuance of this three-year Special Use Permit in accordance with the above and foregoing change including notation upon the City's official land use map.

SECTION THREE: This Ordinance repeals Ordinance No. 5807.

SECTION FOUR: This Ordinance shall be construed as follows:

- A. Liberal Construction. This Ordinance shall be liberally construed to effectively carry out its purposes that are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.
- B. Savings Clause. The repeal of any ordinance or code section, as provided herein, shall not affect any rights acquired, fines, penalties, forfeitures or liabilities incurred thereunder, or any action or proceeding commenced under or by virtue of the ordinance or code section repealed. Any ordinance or code section repealed continues in force and effect after the passage, approval, and publications of this Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities and proceedings.
- C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion, or part of this Ordinance, or the application thereof to any person or circumstance is declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance, the Lenexa City Code, or other ordinances.

SECTION FIVE: This Ordinance shall take effect and be in force from and after publication of an ordinance summary in the City's official newspaper as provided by State law.

PASSED by the Governing Body September 21, 2021.

SIGNED by the Mayor September 21, 2021.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

David Jack, Assistant City Attorney II



**CITY COUNCIL
MEMORANDUM**

ITEM 8

SUBJECT: Rezoning and companion preliminary plan for Kansas Commerce Center Lot 4, located at the southwest corner of 95th Street and Twilight Lane

CONTACT: Scott McCullough, Community Development Director
Magi Tilton, Planning & Development Administrator

DATE: September 21, 2021

ACTION NEEDED:

- a. Pass an ordinance rezoning the subject property from BP-1, Planned Business Park District to BP-2, Planned Manufacturing District.
- b. Approve the companion preliminary plan for Kansas Commerce Center Lot 4.

APPLICANT:

Will Dubois, Davidson Architecture and Engineering

OWNER:

Kansas City Data Center

PROPERTY ADDRESS:

Southwest corner of 95th Street and Twilight Lane

PROJECT BACKGROUND/DESCRIPTION:

The proposed development consists of one 142,500 square foot building. The building will have multiple uses including office at the north end and manufacturing and warehousing uses in the south and west parts of the building. The applicant is requesting to rezone the site to allow a taller story height than the maximum 18-foot floor height that is allowed in the BP-1 zoning district.

A new driveway is proposed on 95th Street to access the site. The applicant is also proposing a right-turn lane. The installation of the right-turn lane will require the removal of existing trees installed in the 95th Street right-of-way.

The building uses precast materials as the predominant exterior finish material for the building. The public entrances on the north and east sides of the building include architectural details and features to distinguish the entrances from other areas of the building. With the final plan submittal, staff is recommending the applicant insert additional details along the larger expanses of the building facade that do not have the degree of detail as the entrances. These details can be form-liner treatments of the precast panels, or other dimensional details to create depth and shadowlines.

STAFF RECOMMENDATION:

Passage of the ordinance and approval of the companion preliminary plan.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on August 30, 2021. One neighboring property owner spoke at the public hearing. The neighbor expressed concern about trucks using the Twilight Lane intersection, specifically to exit the site onto 95th Street. Staff responded that the Twilight Lane intersection does not have a traffic control signal and is not anticipated to have a signal installed, unlike the Loiret Boulevard intersection further west. Staff would expect most, if not all, truck traffic to exit the site onto Commerce Parkway and turn west, then turn onto Loiret Boulevard to travel north to the controlled intersection or turn south to eventually intersect with Lackman Road.

Commissioner Handley asked why the site contains more parking than is required by the regulations. The applicant replied that the available parking allows for more flexibility for the future occupant of the building. Space within the building may be used for office, warehousing, or manufacturing, depending on the operation of the tenant.

Chairman Poss entertained a motion to recommend **APPROVAL** of the rezoning for Kansas Commerce Center Lot 4, located at the southwest corner of 95th Street and Twilight Lane, from BP-1, Planned Business Park District to BP-2, Planned Manufacturing District. Moved by Commissioner Hoyer and seconded by Commissioner Horine and carried by a 7-0 voice vote.

Chairman Poss entertained a motion to recommend **APPROVAL** of the preliminary plan for Kansas Commerce Center Lot 4. Moved by Commissioner Leib and seconded by Commissioner Harper, and carried by a 7-0 voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Thriving Economy

Guiding Principles
Responsible Economic Development

ATTACHMENTS

- 1. Map
- 2. Staff Report and Exhibits
- 3. PC Draft Minute Excerpts
- 4. Ordinance



Kansas Commerce Center Lot 4
Rezoning RZ21-12
Preliminary Plan PL21-08P
Vicinity / Aerial Map



MEETING DATE: August 30, 2021 - **PUBLIC HEARING REQUIRED**

REGULAR AGENDA ITEM: 2 a. & b.

PROJECT TITLE: Kansas Commerce Center, Lot 4

PROJECT # / REQUEST: RZ21-12 – Rezoning
PL21-08P – Preliminary Plan

APPLICANT and DESIGN PROFESSIONAL: Will Dubois, Davidson Architecture and Engineering	OWNER: Kansas City Data Center
	STAFF PLANNER: David Dalecky

PROPERTY LOCATION: Southwest corner of 95th Street and Twilight Lane

SUMMARY OF RECOMMENDATION

Staff recommends **APPROVAL** of the rezoning from BP-1, Planned Business Park Zoning District to BP-2, Planned Manufacturing Zoning District, for Kansas Commerce Center, Lot 4.

Staff recommends **APPROVAL** of the preliminary plan for Kansas Commerce Center, Lot 4.

PROPOSED PROJECT DESCRIPTION AND BACKGROUND INFORMATION

The applicant is requesting approval of rezoning and preliminary plan for the remaining undeveloped parcel in the Kansas Commerce Center business park. The project includes one building for the 8-acre site. The building will include an office component at the northerly end of the building and a manufacturing, warehousing, storage, and distribution component at the southerly end.

CURRENT ZONING: BP-1, Planned Business Park District	PROPOSED ZONING: BP-2, Planned Manufacturing District
CURRENT USE: Undeveloped land	PROPOSED USE: Business Park uses to include manufacturing, storage, and office
ACREAGE: 8.11	BUILDING SQUARE FOOTAGE: 142,500

COMPREHENSIVE PLAN RECOMMENDATION FOR AREA

Business Park – Development providing space for uses that may include light assembly and manufacturing, or warehousing and distribution. Settings may range from campus-like business parks to single-use buildings.

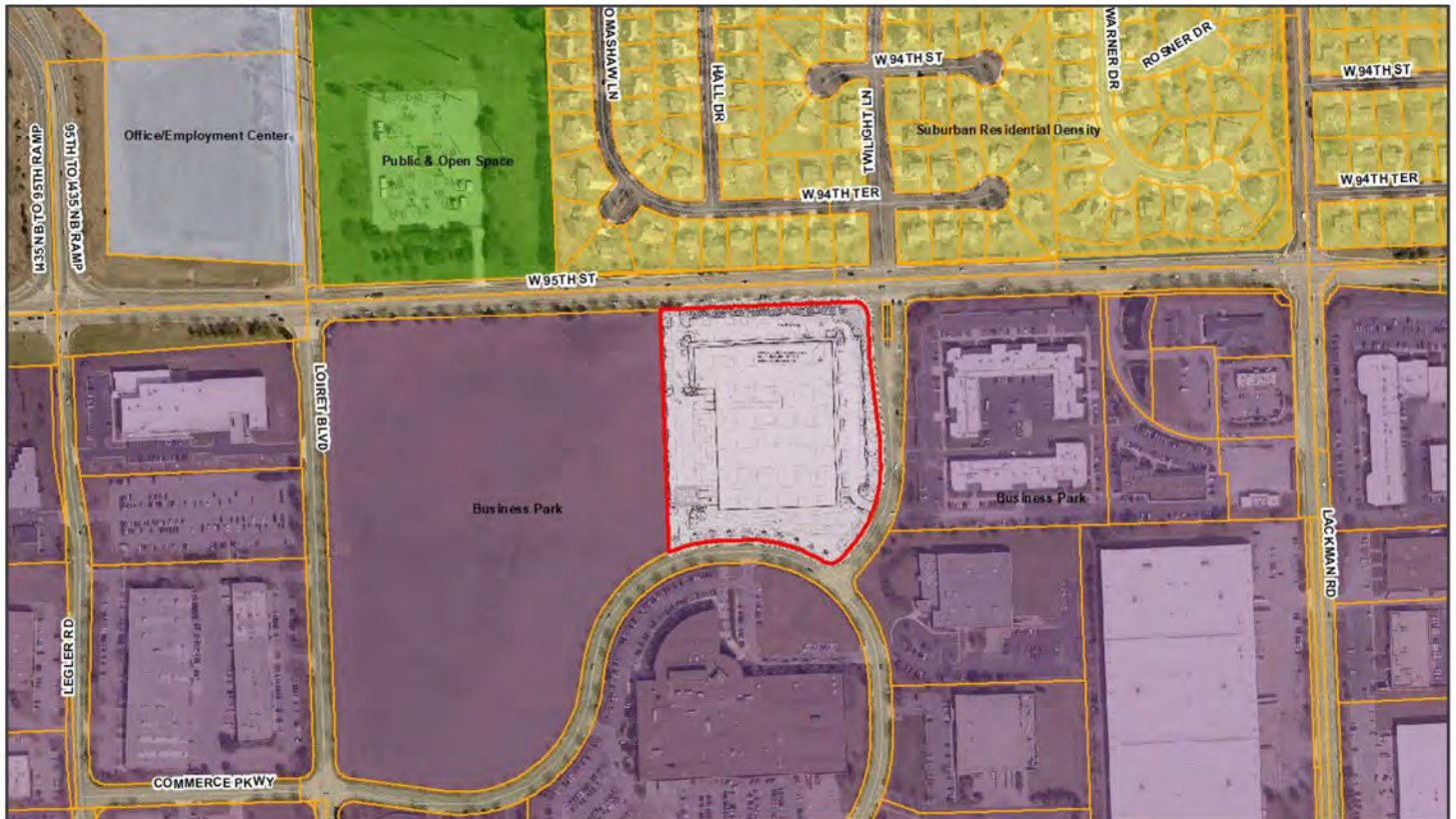


Exhibit 1 – Comprehensive Plan and Future Land Use Designation

REZONING ANALYSIS

With regard to the review criteria contained within [Section 4-1-G-5](#) of the UDC, Staff has the following comments:

1. *The character of the neighborhood.*

The site is at the northwesterly corner of the Kansas Commerce Center business park. Kansas Commerce Center is approximately 135 acres and is bordered by 95th Street on the north, Lackman Road on the east, 99th Street on the south and Loiret Boulevard on the west. The area has had continual construction activity over the course of 30 years. The most recent being the lot directly to the west which has been under construction over the past year and is nearing completion. That building is 251,000 square-feet in size and includes manufacturing, warehousing, distribution, and office uses as well. That lot was also rezoned from the BP-1 district to the BP-2 district.

The lots to the south of this site include similar business park uses including storage, warehousing, distribution, light manufacturing and assembly, and office. The lots to the east, that front onto 95th Street, have more commercial or office type of uses. These buildings are smaller in scale and are

oriented in a more commercial development layout. Parking areas are provided for customers and visitors to these businesses in lieu of truck docks for loading and deliveries.

The Country Ridge single-family subdivision is across 95th Street. Single-family homes continue to the northeast and an electrical substation is to the northwest, across 95th Street.

2. *The zoning and use of properties nearby.*

VICINITY ZONING PATTERN:

North: R-1, Residential Single-Family District (across 95th Street)
South: BP-2, Planned Manufacturing District
East: BP-1, Planned Business Park District
West: BP-2, Planned Manufacturing District

VICINITY LAND USE PATTERN:

North: Suburban Density residential development, single-family homes
South: Industrial uses including office, manufacturing, and warehousing
East: Industrial uses including office, manufacturing, and warehousing
West: Industrial uses including office, manufacturing, and warehousing

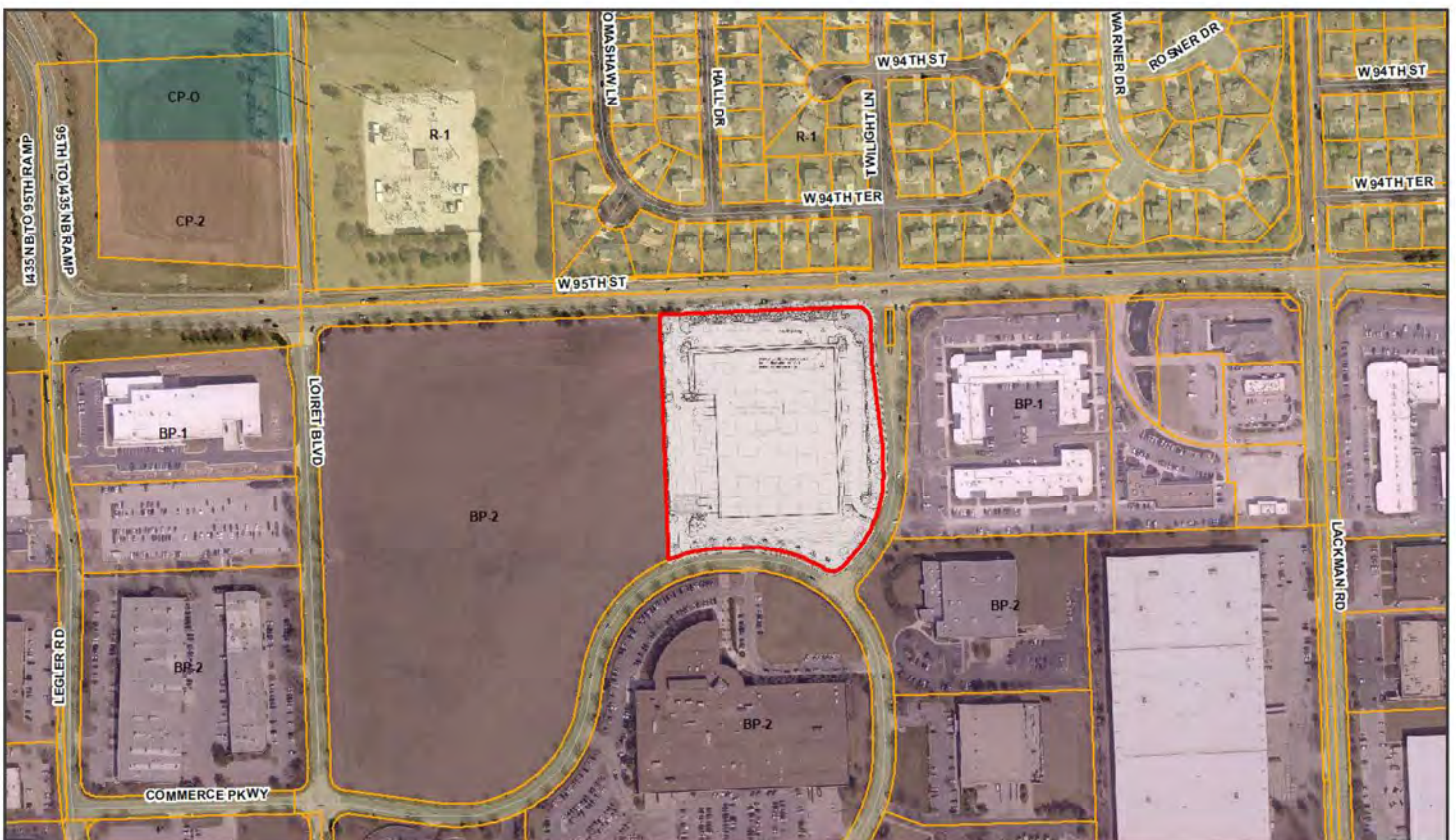


Exhibit 2 – Zoning

3. *The suitability of the subject property for the uses to which it has been restricted.*

It is staff's opinion that the proposed rezoning is consistent with the current development pattern and neighboring uses and is well suited for a business park development. The site is currently zoned BP-1. This zoning designation is used to transition development intensity from the 95th Street edge of the business park to the more intense BP-2 zoning district to the south.

The site is within an industrial and business park nearly fully developed. The single-family residential development to the north of this site is across an arterial street. The homes in this subdivision are oriented so the lots “back” up to the arterial street. Every lot has a privacy fence in the back yard.

4. *The extent to which the proposed use will detrimentally affect nearby property.*

Staff does not anticipate the proposed development will detrimentally affect any nearby properties. The uses are consistent with the neighboring uses on the south side of 95th Street.

5. *The length of time the subject property has remained vacant as zoned.*

The Kansas Commerce Center Business Park began developing approximately 30 years ago. This site has been undeveloped since the inception of the business park.

6. *The relative gain to public health, safety and welfare due to the denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.*

It is staff's opinion that there is not a relative gain to the public health, safety or welfare by denying the request to rezone the property to BP-2, Planned Manufacturing Zoning District.

7. *Recommendation of City's permanent professional staff.*

See staff recommendation.

8. *Conformance of the requested change to the adopted or recognized Master Plan being utilized by the City.*

The proposed rezoning is in compliance with the Comprehensive Plan. The Future Land Use Map designation for this property is Business Park. The zoning category of BP-2 is consistent with this designation.

9. *The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water and electrical service, police and fire protection, schools, parks and recreation facilities, etc.*

Utility services are available to the site. Utility lines will need to be extended for the proposed building. Utilities are provided by separate agencies. The developer will need to coordinate extensions of service lines to the site.

10. *The extent to which the proposed use would adversely affect the capacity or safety of that portion of the street network influenced by the use, or present parking problems in the vicinity of the property.*

The peripheral street network has adequate capacity for the business park to develop as anticipated. It is staff's opinion that the requested rezoning will not adversely affect the area's existing street network or present a parking problem.

The applicant is providing more parking than is required per the Unified Development Code (UDC). The building will include office, assembly and storage uses which each having different parking requirements. The additional parking stalls and associated vehicular trips will not create an undue burden on the adjacent street network in the vicinity of the development.

Use Type	Required Standard	Area	Parking Required	Parking Provided
Office	1 stall for each 250 square feet	12,344	50	202
Assembly	1 stall for each 1,000 square feet	57,776	58	
Storage	1 stall for each 1,500 square feet	72,380	48	
		142,500	156	

11. ***The environmental impacts the proposed use will generate including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.***

The proposed development, and all development within the City, is subject to the stormwater management requirements set forth in the UDC. The applicant has submitted a preliminary stormwater management plan that has been reviewed by staff which shows the intent to meet City Code. Staff does not anticipate any negative environmental impacts based on the proposed rezoning of the property.

12. ***The ability of the applicant to satisfy any requirements (e.g. site plan, etc.) applicable to the specific use imposed pursuant to the zoning regulations in this Chapter and other applicable ordinances.***

The development shall comply with all applicable requirements of the Unified Development Code. Final plan approval with the business park zoning districts (BP-1 and BP-2) may be done at the staff level, should a component of the project require a deviation, the developer will be required to submit a request for a deviation to the Planning Commission.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the rezoning from BP-1, Planned Business Park Zoning District to BP-2, Planned Manufacturing Zoning District, for Kansas Commerce Center, Lot 4.

PRELIMINARY PLAN ANALYSIS

SITE LAYOUT

The proposed plan includes a 142,500 square-foot industrial building to be constructed on the remaining undeveloped lot in Kansas Commerce Center business park. The building will contain multiple uses for the tenant including office, assembly, warehouse, storage and product distribution. The building will have first floor heights exceeding the 18-foot maximum allowed by the BP-1 zoning district which is the primary reason the applicant is requesting the zoning change. The proposed rezoning and preliminary plan do not include requests for deviations.

The main entrance of the building will face 95th Street, with a loading dock side facing west toward the recently constructed industrial building. The office portion of the building will be at the frontside and will be where the majority of the employees and visitors will access the building. The front entrance will be defined by a glass entry element and recessed wall plane in the building façade creating an entry plaza. The plaza at the front entrance will contain the pedestrian-scale space.

The plan includes a new right-in, right-out entrance drive onto 95th Street. This drive will include a right-turn deceleration lane on 95th Street. A similar design was installed for the site to the west. The addition of the deceleration lane results in the removal of some of the existing trees along 95th street.

A preliminary stormwater management report was provided which shows the intent of meeting Lenexa's stormwater management requirements. This will generally be done through the use of two (2) infiltration basins beneath the parking lot in combination with native vegetation on the southern portion of the lot. There are several corrections that need to be completed with the report and Staff will work with the applicant's engineer to finalize the design prior to the City Council meeting; however, the substantive elements of the report/design would appear to be appropriate to meeting Lenexa's requirements. Given this, Staff's review of the proposed stormwater management system would indicate that it is readily workable and has the capability to address the City's requirements such that Staff is comfortable with this moving forward with an approval recommendation. As is standard, a final stormwater report will need to be submitted with the final plat/plan submission.

The employee and visitor parking areas are located predominantly along the north and east sides of the building. A row of delivery dock doors is on the west side of the building with some passenger vehicle parking north of the dock doors. Additional drive entrances are at the southwest corner of the site out to Commerce Parkway and the southeast corner of the site out to Twilight Lane.

The south side of 95th Street does not have a sidewalk; the north side includes a 10-foot-wide multipurpose trail. The plan does not include a sidewalk along the 95th Street frontage but does show a new sidewalk on Commerce Parkway and part of Twilight Lane. Kansas Commerce Center has a private asphalt trail interconnecting several lots and public sidewalks have been installed along some streets including Commerce Parkway. The sidewalk along Twilight Lane will connect to the sidewalks from the building entrances for pedestrians to access the public sidewalks in the business park. Bike racks will be added to the site to comply with the bicycle parking requirement recently adopted. The location of the bike racks will be determined with the final development plan for the site. Bike racks can be distributed in multiple places for the benefit of the users.

Space for a trash enclosure is located along the west side of the building in the loading dock area.

LANDSCAPE AND BUFFERS

The plan shows landscaping to be installed around the site, along the parking lot pavement and in parking lot islands. Several trees currently exist along 95th Street, Twilight Lane and Commerce Parkway. The plan reflects the trees are to be preserved and apply toward the landscaping requirement. Staff supports the proposal to save as many of the existing trees as possible. Documentation of the type and size of the trees is required when using existing landscape materials in lieu of installing new. The information will be required with the final development plan. Should the trees become significantly damaged or die during the development of the site, the damaged trees will need to be replaced. The plan shows landscaping grouped in areas to provide the most beneficial screening of the east side of the building where the loading dock and overhead doors are proposed.

The deceleration lane will extend west beyond the westerly property line of the site. The deceleration lane will be installed within the right-of-way of 95th Street necessitating the removal of existing trees along the street. The trees will need to be replaced as part of the development of this site. The location of the existing trees will be shown on the plans for the installation of the deceleration lane. A determination of what trees are removed and where new trees are installed will be a stipulation of approval of the Public Improvement Plans for the deceleration lane.

A large sign for the Kansas Commerce Center business park is at the northeast corner of the site. This sign and the landscaping around the sign are proposed to remain. A retaining wall will be installed at the limits of the landscaping. Any of the disturbed plantings will be replaced as part of the development of this site.

The plan is in compliance with the landscape requirement for number of plant materials. More detailed information will be provided with the final development plan regarding the size and type of all landscape materials.

ARCHITECTURAL COMPATIBILITY

The building will be constructed using concrete tilt-up panels. The recessed building entry element has the greatest mix of material embellishment with a composite wood panel material and a glass wall system in addition to colored pre-cast concrete panels. The recess of the entry element is skewed from the wall plane of the building to create a unique shadow line with the angle to the facade element. The entry is an attractive feature of the building. It is staff's position the other parts of the building façade where the same pre-cast panel material is used from the ground to the top of the building wall need additional details. The details can be subtle such as a color change or pattern in the pre-cast wall to create a difference in the visual character of the façade. Staff is supportive of the preliminary plan provided this detail be resolved with the final plans for the building.

The west side of the building is recessed to help conceal the loading dock and overhead doors. A wall extending from the southwest corner of the building will provide additional screening of trucks backed into the dock area.

The building parapet will vary in height. The parapet is to be the primary manner for screening the roof mounted mechanical equipment. Roof mounted mechanical equipment is to be screened from view from surrounding streets and adjacent properties. If the mechanical equipment is not fully screened, a screen court may be required. All ground mounted equipment is to be screened by a solid screen technique as well. These details are typically not shown with the preliminary plan for the site. Staff will review these items with the final plan and permit set of plans and determine compliance with the regulations.

The preliminary plan includes a photometric plan with parking lot and building mounted light information. Parking lot lighting is shown along the edges of the parking lot and drives. The lighting is consistent with other industrial development in the area. The specific details of the light fixtures and light heights will be reviewed with the final development plan to confirm the lighting is consistent with the UDC requirements. The parking lot lights along 95th Street are oriented to face away from the street to minimize the visibility from the single-family homes across the street.

SIGN PROGRAM

The building elevations show a wall sign installed on the front building façade above the entrance and the east façade above a secondary entrance. No other signs are shown with the submittal. All signs require separate permits and are reviewed to confirm the size and area of the sign is allowed per the standards of the Unified Development Code.

INFORMATIONAL COMMENTS

The site is a platted lot within the Kansas Commerce Center Business Park subdivision.

The rezoning request and preliminary plan application will be considered by City Council at their September 21, 2021, meeting.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the preliminary plan for Kansas Commerce Center, Lot 4 located at the southwest corner of 95th Street and Twilight Lane.

PLANT SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
SHADE TREES					
GB	10	Gingko biloba 'Pikeston Sentry'	Pikeston Sentry Ginkgo	2" cal. 5.8 ft.	per plan
UA	14	Ulmus americana 'New Harmony'	New Harmony Elm	2" cal. 5.8 ft.	per plan
JS	31	Juglans nigra 'Whisper'	Whisper Black Juniper	2" cal. 5.8 ft.	per plan
XD	39	Exaltia decidua Tree	Exaltia Tree	1" cal. 5.8 ft.	per plan
XE	16	Exaltia evergreen Tree	Exaltia Tree	1" cal. 5.8 ft.	per plan
SHRUBS					
SG	222	Juniperus x pfitzeriana 'Sea Green'	Sea Green Juniper	2 gal.	per plan
GV	145	Buxus 'Green Velvet'	Green Velvet Boxwood	2 gal.	per plan

LANDSCAPE CALCULATIONS:

PER SECTION 4-4-24 OF THE LENEXA, KANSAS LOG, THE FOLLOWING LANDSCAPE IS REQUIRED:

Perimeter Plantings

Table 1 - perimeter plantings along street frontages on local street with 30' buffer. As above and ADD shrubs or berm to form a visual screen of no less than 3 feet in height along 75 percent of the length of the frontage adjacent to the parking lots and parallel drive areas and other vehicle use areas.

Per 100 LL
2 shade trees / 2 provided
12 shrubs + shrubs 3' in height to form a visual screen no less than 75% of the frontage / 19 provided

65th Street (Arterial): 474 / 100 = 4.7
The requirements of the land use buffer along 65th street exceed those of the perimeter planting and therefore supersede this section. See Land Use Buffer requirements on this sheet.

Twilight Street (Local): 659 / 100 = 6.6
Shade Trees: 13
Shrubs: 80
Screening: 396 LL

Commercial Parkway (Local): 388 / 100 = 3.9
Shade Trees: 5
Shrubs: 50

Table 2 - perimeter plantings along lot lines
Parking lot per 100 LL
1 shade tree
9 shrubs
East
811 / 100 = 8.1
Shade Trees: 60
Shrubs: 90
Screening: 716 LL

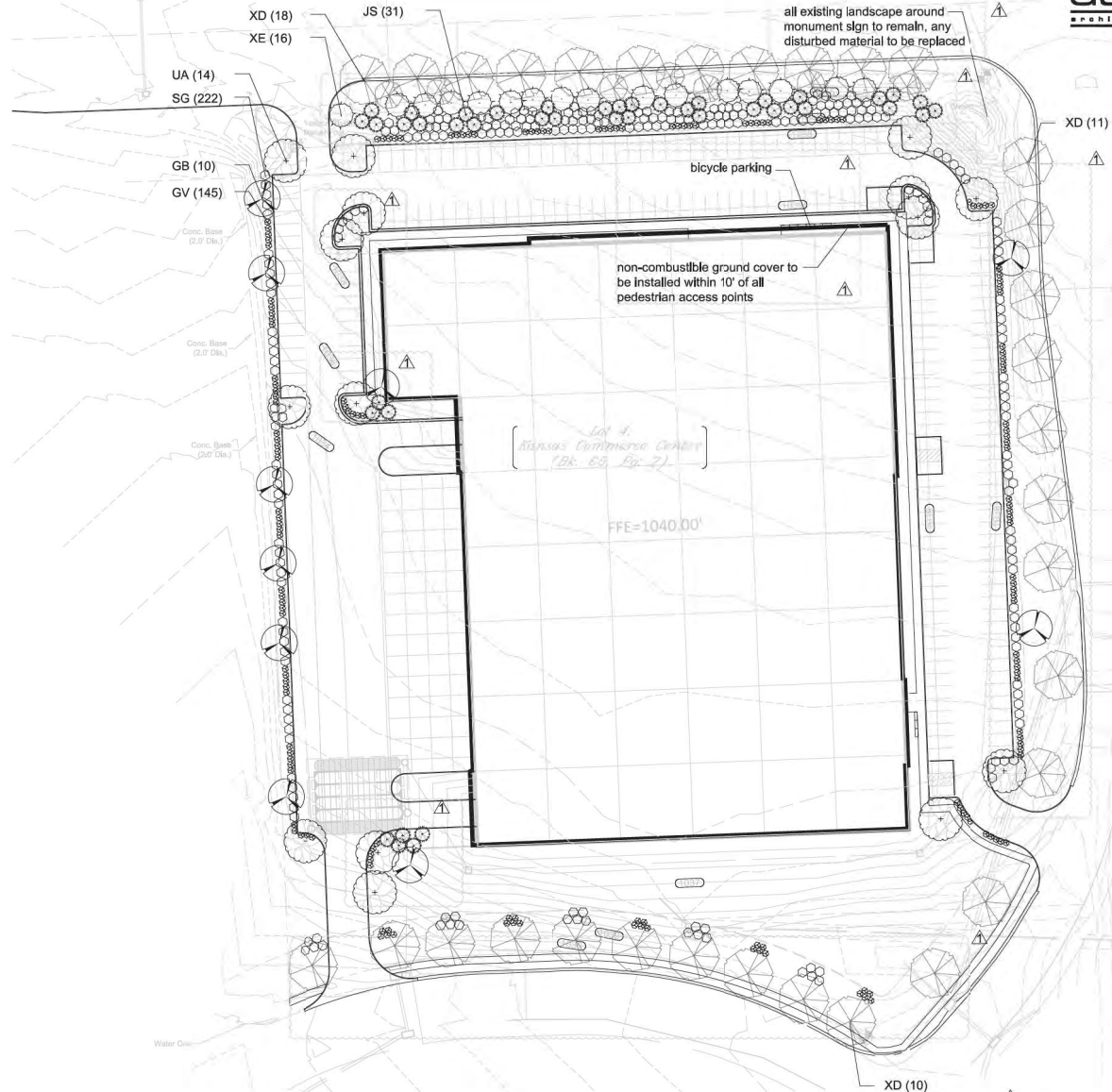
Land Use Buffer

Table 3 - Land Use Intensity
North (59th St.) 9
South: 0
East: 0
West: 0
Table 4 - Curb for R.O.W.
59th St. (Arterial Rd): LUL reduction = 4
Table 5 - Buffer design type
LUL = 5' buffer width 140'
per 100' of ROW: 3 shade trees / 10 evergreen / 30 shrubs
474 x 100 = 47,400 / 14 shade tree / 47 evergreen / 142 shrubs req.

Internal Parking Lot Landscaping
5% of total parking lot area to be landscaped, including drive lanes and aisles.
66,456 sq. ft. parking x .05 = 3,322.8 sq. ft.
5,425 sq. ft. provided

LANDSCAPE NOTES:

- LANDSCAPE NOTES SHALL APPLY TO ALL LANDSCAPE DRAWINGS.
- LOCATION OF ALL UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION OPERATIONS.
- LIMITS OF CONSTRUCTION ARE THE PROPERTY LINES, UNLESS OTHERWISE NOTED ON THE PLAN. EXCEPT WHERE ACCESS BEYOND IS REQUIRED FOR CONSTRUCTION RELATED TO UTILITY INSTALLATION AND EQUIPMENT ACCESS TO THE SITE.
- REFER TO O&M DRAWINGS FOR ALL GRADING AND BERMING, EROSION CONTROL, STORM DRAINAGE, UTILITIES AND SITE LAYOUT.
- THE CONTRACTOR SHALL ARRANGE AND CONDUCT A PRE-CONSTRUCTION MEETING ON-SITE WITH LANDSCAPE ARCHITECT PRIOR TO ALL WORK.
- PLANT QUANTITIES ARE FOR INFORMATION ONLY. DRAWING SHALL PREVIEW IF CONFLICT OCCURS, CONTRACTOR IS RESPONSIBLE FOR CALCULATING OWN QUANTITIES AND BE ACCURATELY.
- THE CONTRACTOR IS TO NOTIFY LANDSCAPE ARCHITECT AFTER STAKING IS COMPLETED AND BEFORE PLANT RTS ARE EXCAVATED.
- THE CONTRACTOR SHALL PLACE SHREDDED HARDWOOD BARK MULCH AROUND ALL TREES TO A DEPTH OF 2" AND SHALL PLANTING BEDS TO A DEPTH OF 2". MULCH PRODUCTS ARE PROHIBITED.
- TREE LOCATIONS IN AREAS ADJACENT TO DRIVES, WALLS AND LIGHT FIXTURES MAY BE FIELD ADJUSTED AS APPROVED BY THE LANDSCAPE ARCHITECT.
- KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, ANSI-Z60-2004, OR MOST RECENT EDITION.
- THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE LANDSCAPE ARCHITECT.
- THE PLANTS SUBJECT TO CHANGES BASED ON PLANT SIZE AND MATERIAL AVAILABILITY. ALL CHANGES OR SUBSTITUTIONS MUST BE APPROVED BY THE CITY OF LENEXA, KANSAS AND THE LANDSCAPE ARCHITECT.
- PLANTING OF TREES, SHRUBS, SOODED AND SEEDING TURFGRASS SHALL BE COMMENCED DURING EITHER THE SPRING (APRIL - JUNE) OR FALL (SEPTEMBER - NOVEMBER) PLANTING SEASON AND WITH WATER AVAILABLE FOR IRRIGATION PURPOSES.
- STEEL EDGING TO BE USED ON ALL LANDSCAPE BEDS ADJUTING SOODED AREAS.
- LANDSCAPE CONTRACTOR IS TO BE RESPONSIBLE FOR WATCHING ALL PLANT MATERIALS UNTIL THE TIME THE PERMANENT IRRIGATION SYSTEM IS FULLY FUNCTIONAL AND ACCEPTANCE OF THE PROJECT HAS TAKEN PLACE. ANY MATERIAL WHICH DOES NOT MEET THE REQUIREMENTS TO ACCEPTANCE OF THE WORK WILL BE PROPERLY REMOVED AND REPLACED.
- THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES AND ANNUALS WITHIN 21 DAYS FOLLOWING THE AWARD OF THE CONTRACT.
- ALL TREES SHALL BE CALIPPERED AND UNDERIERSSED TREES SHALL BE REJECTED. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SEEDS SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT LIST. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON THE DRAWINGS.
- STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE LANDSCAPE ARCHITECT FOR APPROVAL BY THE OWNER PRIOR TO PLANTING.
- ALL DISTURBED AREAS, INCLUDING RIGHTS OF WAY, NOT OTHERWISE COVERED BY BUILDING, PAVEMENT AND LANDSCAPE BEDS SHALL BE SOODED WITH TURF TYPE TALL RESCUE AND IRRIGATED UNLESS OTHERWISE INDICATED BY THE OWNER.
- ALL EXTERIOR GROUND OR BUILDING MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO MECHANICAL EQUIPMENT AND UTILITY METER BANKS SHALL BE SCREENED FROM PUBLIC VIEW WITH EVERGREEN LANDSCAPING THAT IS 8" TALLER THAN THE EQUIPMENT BEING SCREENED AT THE TIME OF PLANTING.
- PREPARE PLANTING BEDS BY INCORPORATING AN APPROVED COMPOSTED ORGANIC SOIL INTO EXISTING SOIL FOR ALL SHRUBS, PERENNIALS AND ANNUAL PLANTING BEDS AT A MINIMUM DEPTH OF 7". THOROUGHLY MIX ORGANIC MATERIAL INTO THE EXISTING SOIL BY ROTOTILLAGE OR OTHER APPROVED METHOD TO A MINIMUM DEPTH OF 12".
- APPLY A COMMERCIAL ROOT STIMULATOR (APPROVED BY LANDSCAPE ARCHITECT PRIOR TO USE) TO ALL SHRUBS AND GROUND COVERS AT RATES RECOMMENDED BY MANUFACTURER DURING FIRST PLANT WATERING FOLLOWING INSTALLATION.
- ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH A HIGH EFFICIENCY AUTOMATIC IRRIGATION SYSTEM PROVIDING 100% EVEN COVERAGE OF ALL LANDSCAPE AREAS. IRRIGATION SYSTEM SHALL BE DESIGNED TO MEET ALL CITY REQUIREMENTS.
- TREE PROTECTION FENCING SHALL BE INSTALLED AND APPROVED BY THE CITY FORESTER PRIOR TO ANY LAND RESTURBANCE. TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETE ON THE PROJECT. NO PARKING OF VEHICLES, MATERIAL STORAGE, WASHOUTS OR GRADING ARE ALLOWED WITHIN THE FENCING. IF THE FENCING MUST BE REMOVED OR RELOCATED, THE CITY FORESTER SHALL BE CONTACTED FOR PRIOR APPROVAL.
- A CERTIFIED ARBORIST SHALL PRUNE ALL EXISTING TREES TO REMAIN. TREES CONFLICTING WITH BUILDING OR OVERHANGING LANDSCAPE BEDS SHALL BE PRUNED UP TO ALLOW FOR 12' OF CLEARANCE UNDER CANOPY.
- ALL LAWN AREAS SHALL RECEIVE A MINIMUM 3" GROUND DEPTH TOPSOIL, COMPACTED TO 85% MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.
- THE ENTIRE SURFACE TO BE SOODED SHALL BE REASONABLY SMOOTH AND FREE FROM STONES, ROOTS OR OTHER DEBRIS.
- SOO SHALL BE MACHINE STRIPPED AT A UNIFORM SOIL THICKNESS OF APPROXIMATELY ONE INCH PLUS OR MINUS 1/8 INCH. THE MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH AND SHALL BE DETERMINED AT THE TIME OF CUTTING IN THE FIELD. PRECAUTIONS SHALL BE TAKEN TO PREVENT DRYING AND HEATING. SOO DAMAGED BY HEAT AND DRY CONDITIONS. SOO CUT MORE THAN 16 HOURS BEFORE BEING INCORPORATED INTO THE WORK SHALL NOT BE USED.
- HANDLING OF SOO SHALL BE DONE IN A MANNER THAT WILL PREVENT TEARING, BREAKING, DRYING AND OTHER DAMAGE. PROTECT EXPOSED ROOTS FROM DEHYDRATION. DO NOT DELIVER MORE SOO THAN CAN BE LAID WITHIN 24 HOURS.
- MOSTEN PREPARED SURFACE IMMEDIATELY PRIOR TO LAYING SOO. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE INSTALLING SOO. FERTILIZE, HANROW OR RAKE FERTILIZER INTO TOP 4" OF DEPTH OF TOPSOIL. AT A UNIFORM RATE OF ONE POUND OF NITROGEN PER 100 SQ. FT.
- SOO SHALL BE CAREFULLY PLACED IN THE DIRECTION PARALLEL WITH THE SLOPE OF THE AREA TO BE SOODED. SOO STRIPS SHALL BE BUTTED TOGETHER BUT NOT OVERLAPPED WITH THE SEAMS STAGGERED ON EACH ROW.
- FERTILIZER SHALL BE 16-16-16 COMMERCIAL FERTILIZER OF THE GRASS, TYPE AND FORM SPECIFIED AND SHALL COMPLY WITH THE RULES OF THE STATE OF KANSAS DEPARTMENT OF AGRICULTURE. FERTILIZER SHALL BE IDENTIFIED ACCORDING TO THE PERCENT N, P, K IN THAT ORDER.
- SATURATE SOO WITH FINE WATER SPRAY WITHIN TWO HOURS OF PLANTING. DURING FIRST WEEK AFTER PLANTING, WATER DAILY OR MORE FREQUENTLY AS NECESSARY TO MAINTAIN MOIST SOO TO A MINIMUM DEPTH OF FOUR INCHES BELOW SOO.
- CONTRACTOR SHALL PROVIDE FULL MAINTENANCE FOR SOODED TURF GRASS FOR A PERIOD OF 30 DAYS AFTER THE DATE OF FINAL ACCEPTANCE. AT THE END OF THE MAINTENANCE PERIOD A HEALTHY, WELL-ROOTED, EVEN-COLORED, VIBANT TURF MUST BE ESTABLISHED. THE TURF GRASS SHALL BE FREE FROM WEEDS, OPEN JOINTS, BARE AREAS AND SURFACE IRREGULARITIES.
- IN THE EVENT OF WORK ON OR ON THE JOY SANITARY MAIN, ANY TREES OR PLANTINGS PLACED WITHIN THE SEWER EASEMENT MAY BE REMOVED WITHOUT REPLACEMENT OR COMPENSATION. TREES-OF AND SHALL BE REPLACED BY THE PROPERTY OWNER AS REQUIRED BY THE CITY.
- LANDSCAPE ADJACENT TO THE FIRE DEPARTMENT CONNECTION AND FIRE HYDRANT SHALL ALLOW FOR UNOBSTRUCTED VISIBILITY AND ACCESS. WITH NO SHRUBS OR TREES WITHIN A 5' RADIUS OF THE FIRE DEPARTMENT CONNECTION OR FIRE HYDRANT.



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a new development for
Karbark
Lot 4, Kansas Commerce Center
Lenexa, Kansas

date
07.26.2021
drawn by
KLV
checked by
VSM
revisions
08.16.2021

sheet number

L1.1

drawing type
preliminary
project number
21133

1 Landscape Plan
scale: 1" = 40'-0"

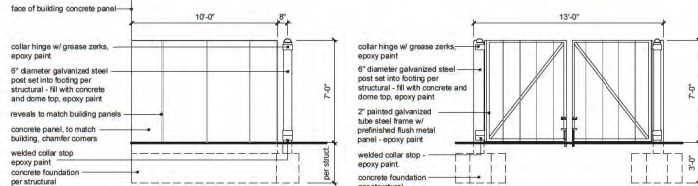


Project Synopsis

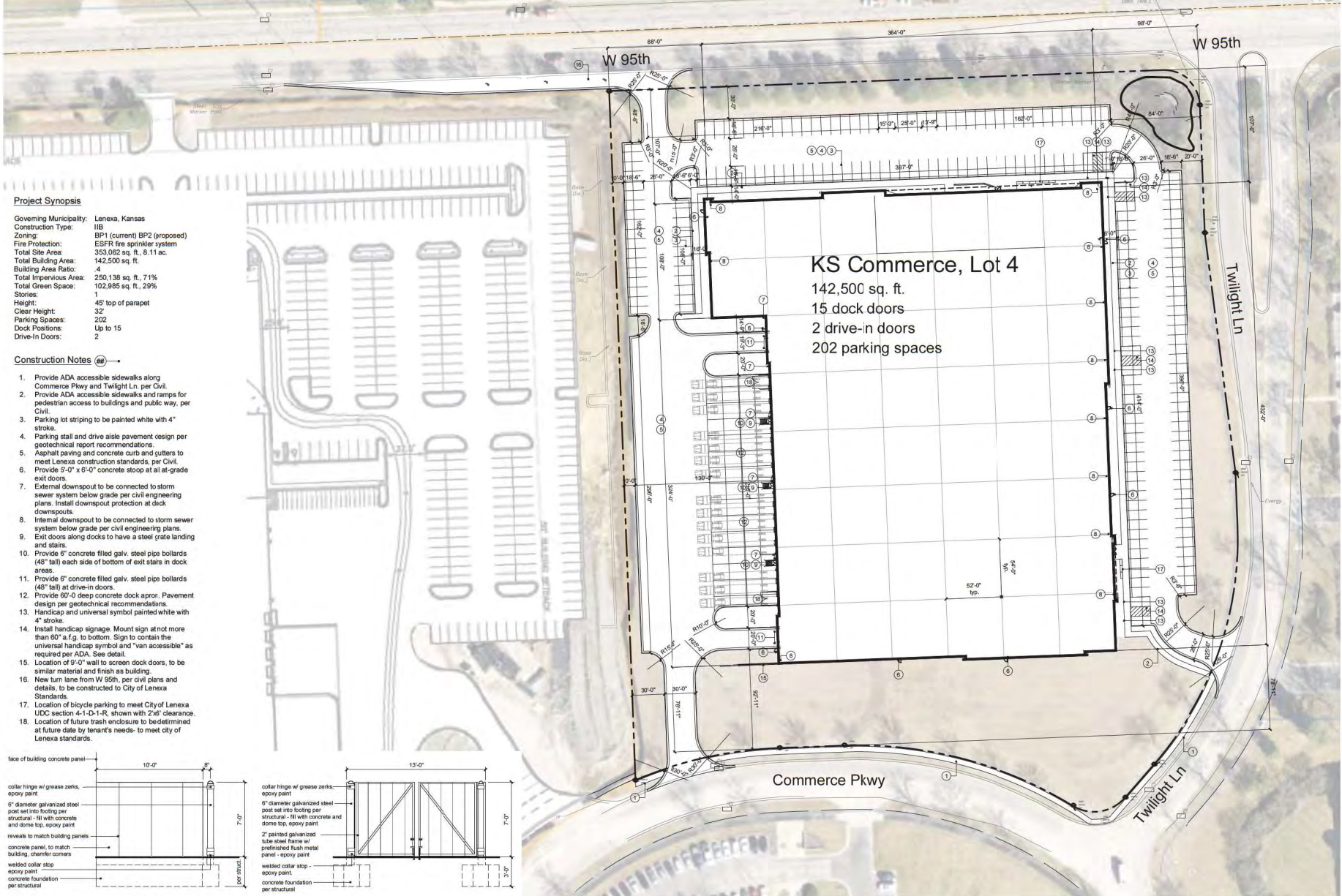
Governing Municipality: Lenexa, Kansas
Construction Type: IIB
Zoning: BP1 (current) BP2 (proposed)
Fire Protection: ESFR fire sprinkler system
Total Site Area: 353,062 sq. ft., 8.11 ac.
Total Building Area: 142,500 sq. ft.
Building Area Ratio: 4
Total Impervious Area: 250,138 sq. ft., 71%
Total Green Space: 102,985 sq. ft., 29%
Stories: 1
Height: 45' top of parapet
Clear Height: 32'
Parking Spaces: 202
Dock Positions: Up to 15
Drive-In Doors: 2

Construction Notes

1. Provide ADA accessible sidewalks along Commerce Pkwy and Twilight Ln, per Civil.
2. Provide ADA accessible sidewalks and ramps for pedestrian access to buildings and public way, per Civil.
3. Parking lot striping to be painted white with 4" stroke.
4. Parking stall and drive aisle pavement design per geotechnical report recommendations.
5. Asphalt paving and concrete curb and gutters to meet Lenexa construction standards, per Civil.
6. Provide 5'-0" x 6'-0" concrete stoop at all at-grade exit doors.
7. External downspout to be connected to storm sewer system below grade per civil engineering plans. Install downspout protection at dock downspouts.
8. Internal downspout to be connected to storm sewer system below grade per civil engineering plans.
9. Exit doors along docks to have a steel grate landing and stairs.
10. Provide 6" concrete filled galv. steel pipe bollards (48" tall) each side of bottom of exit stairs in dock areas.
11. Provide 6" concrete filled galv. steel pipe bollards (48" tall) at drive-in doors.
12. Provide 60'-0" deep concrete dock apron. Pavement design per geotechnical recommendations.
13. Handicap and universal symbol painted white with 4" stroke.
14. Install handicap signage. Mount sign at not more than 60" a.f.g. to bottom. Sign to contain the universal handicap symbol and "van accessible" as required per ADA. See detail.
15. Location of 9'-0" wall to screen dock doors, to be similar material and finish as building.
16. New turn lane from W 56th, per civil plans and details, to be constructed to City of Lenexa Standards.
17. Location of bicycle parking to meet City of Lenexa UDC section 4-1-D-1-R, shown with 2'x6' clearance.
18. Location of future trash enclosure to be determined at future date by tenant's needs-to meet city of Lenexa standards.



2 Trash Enclosure Details
scale: 1/4" = 1'-0"



KS Commerce, Lot 4
142,500 sq. ft.
15 dock doors
2 drive-in doors
202 parking spaces

Twilight Ln

Commerce Pkwy

1 Site Plan
scale: 1" = 40'-0"



a new development for

Kansas Commerce Center Lot 4

Kansas Commerce Center
Lenexa, Kansas

date:
07.25.2021
drawn by:
DAE
checked by:
DAE
revisions

sheet number
A1.1
drawing type
preliminary
project number
21133

exterior materials and finishes

precast concrete panels with integral color:
EP1 - decorative concrete finish, TBD
EP2 - integral finish, TBD

stone sheaths:
Natural limestone full depth

cast stone capstone:
color TBD, dimensions per details

wood:
Proforma architectural wood panel system with painted exposed fasteners

canopy:
prefinished metal canopy, Lumishade sun control canopies, Mapes Industries
color - TBD

glass:
1" insulated, low E glass with argon fill (to meet U-value of .35) Solarban 60 or equal

storefront:
anodized aluminum frame, finish - clear
hollow metal doors
painted, color TBD

overhead door:
painted to match accent colors

louvers:
prefinished to match adjacent wall color

flashing:
prefinished metal cap flashing, color TBD

dock seals:
dark gray

bolts:
painted safety yellow

rolling:
painted, color TBD

caulk:
to match adjacent walls



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Perspective

a new development for
Kansas Commerce Center Lot 4
Kansas Commerce Center
Lenexa, Kansas

date
08.16.2021
drawn by
dm
checked by
dAE
revisions

NOT FOR CONSTRUCTION

sheet number
A3.1
drawing type
preliminary
project number
21133



1 View from NE Corner
scale: 1" = 40'-0"



2 View from NW Corner
scale: 1" = 40'-0"



3 View from SE Corner
scale: 1" = 40'-0"

a new development for
Kansas Commerce Center, Lot 4
Kansas Commerce Center
Lenexa, Kansas

date
07.25.2021
drawn by
PAD
checked by
PAD
revisions



sheet number
A3.2
drawing type
preliminary
project number
21133

PLANNING COMMISSION
MINUTE EXCERPTS
August 30, 2021

2. a. Rezoning for **Kansas Commerce Center, Lot 4** located at the southwest corner of 95th Street and Twilight Lane, from the BP-1, Planned Business Park District to BP-2, Planned Manufacturing District. **RZ21-12**
- b. Preliminary Plan for **Kansas Commerce Center, Lot 4** located at the southwest corner of 95th Street and Twilight Lane, proposed to be zoned BP-2, Planned Manufacturing District. **PL21-08P**

APPLICANT PRESENTATION:

Will Dubois, with Davidson Architecture, presented for Kansas Commerce Center stating the project site was located at the corner of 95th Street and Twilight Lane. It is a 142,000 square foot office, manufacturing, warehouse, and storage building with a maximum height of 45 feet. The applicants are requesting rezoning from BP-1 to BP-2 to comply with the property development regulations. Most of the surrounding area around the site is industrial but there is residential zoning to the north. They are proposing landscape buffers as well as reducing the height of the light fixtures in the parking lot and install full cut-off fixtures so the light is not spilling over to the residential area. 95th Street is an arterial street, therefore they don't anticipate too much impact on the residents. They have also designed some architectural features along the streets side including recessing the entry and some decorative concrete to highlight the entry location. Parking abuts the street, so there will not be a large building right up against the street. He stated the owner of the property was in attendance, as well as the civil engineer, and the architectural firm they are collaborating with. They were all happy to answer any questions anyone had concerning the project.

STAFF PRESENTATION:

David Dalecky stated the application was a request for the proposed rezoning and preliminary plan for Kansas Commerce Center, lot 4. The applicants are requesting to rezone the site from BP-1, Planned Business Park District to BP-2, Planned Manufacturing District. He displayed a graphic that showed the location of the site and pointed out the site immediately to the west was also rezoned from BP-1, Planned Business Park District to BP-2, Planned Manufacturing District. He commented that building is very close to completion. He shared the Future Land Use Plan that showed the entire Kansas Commerce Center area is identified as a Business Park land use. The rezoning is in compliance with the Future Land Use designation of Business Park. As the applicant pointed out, to the north there is an existing single-family residential subdivision zoned R-1, Residential Single-Family District. The fronts of those homes face north with the rear yards adjacent to 95th Street and there is a fence along the arterial street. The fence may be a bit of a patchwork, but there is a fence along those back property lines. There is also an electric substation to the west of the subdivision and Electric Park is north of that.

Dave Dalecky presented the applicant's site plan and described the building as being 142,500 square feet in size on approximately 8 acres. Parking is proposed between the building and street along both 95th Street and Twilight Lane. The bank of loading dock doors are on the west side of the building which will fit neatly between this site and the site to the west. The dock door will be very well obscured by an extension of the building. Landscaping proposed along 95th Street will also help obscure the views into the loading portion of the site. Staff is of the opinion the layout is done nicely to benefit the views of the building. He shared the front elevation of the building which includes an alcove entry feature. There will be an plaza entry and pedestrian space that is required as part of the plan. Most of the design elements are going to be on the north facing façade and the east facing

**PLANNING COMMISSION
MINUTE EXCERPTS
August 30, 2021**

façade which also has an entrance on the building. As stated the staff report, staff would still like the opportunity to review some of the details of the building design with the applicant as it progresses to final plan. Staff recommends approval of the rezoning from BP-1 to BP-2 and approval of the preliminary plan.

PUBLIC HEARING: Chairman Poss opened the public hearing.

Robert Hayes, who resides at 15325 West 94th Terrace, across the street to the north of the project site commented there is currently no stop signal at 95th and Twilight and asked if there are plans to put one in? He is concerned about the noise from truck traffic stopping and starting at that intersection. He also asked if what the plans are as far as traffic coming westbound to the site? He stated they have already taken trees out along 95th Street for the bike path on the north side of the street.

Chairman Poss entertained a motion to CLOSE the public hearing. Moved by Commissioner Horine, seconded by Commissioner Harper, and carried by a majority voice vote.

PLANNING COMMISSION DISCUSSION:

Commissioner Handley asked the applicant why they exceeded the parking requirements. Will Dubois replied they are working with the prospective tenant and it is driven by the market right now. While they are providing more than required, he commented it is his opinion it is not excessively over and provides flexibility for whatever user goes in there.

Tim Collins addressed the issue of traffic stating at this time there is no traffic signal anticipated or planned for Twilight Lane. He commented that later in this meeting as the Capital Improvement Program is presented, the City is anticipating installing a new signal at 95th and Loiret, which is the next intersection to the west.

Commissioner Leib asked if there are plans for any restrictions on truck traffic that will require or prevent the use of Twilight Lane. He continued by stating installing a signal at Loiret, it would make sense to request or require trucks to use Commerce Parkway to access Loiret, especially if they were trying to make a left turn. As it would be a challenge for trucks to attempt to make a left turn on Twilight Lane.

Will Dubois addresses the concerns of truck traffic by showing a graphic and pointing out the north/south direction of the docks. He commented he doesn't anticipate a lot of trucks winding around the building. He stated it will be most convenient for the trucks to enter from 95th Street and go straight into the docks. That is their most convenient access point and how the truck traffic should naturally flow. He does not anticipate trucks trying to wind through the car parking to go east onto Twilight.

Commissioner Leib responded that would address trucks heading eastbound on 95th Street but if they are heading westbound is it anticipated they will travel to Commerce, go over to Loiret, up to 95th Street and make a left there?

Paul Miller, with Davidson Architecture and Engineering, replied typically the trucks would come in from 95th Street, go out to the south, take Commerce Parkway over to the west and back up to 95th

**PLANNING COMMISSION
MINUTE EXCERPTS
August 30, 2021**

Street. If the intent is to put a signal at that intersection that would be the logical place for trucks to make a left turn or right turn.

Commissioner Leib commented if there will be a light at the next section west would it make sense to not allow left turns from Twilight Lane onto 95th Street?

Tim Collins responded saying the City is not anticipating there being any restrictions because, like the applicant, we believe truck traffic will go west to Loriet. Once that intersection is signalized, it will be exceptionally enticing for truck traffic to go west to Loriet.

MOTION:

Chairman Poss entertained a motion to recommend APPROVAL of the rezoning from BP-1, Planned Business Park Zoning District to BP-2, Planned Manufacturing Zoning District, for Kansas Commerce Center, Lot 4. Moved by Commissioner Hoyer, seconded by Commissioner Horine, and carried by a majority voice vote.

Chairman Poss entertained a motion to recommend APPROVAL of the preliminary plan for Kansas Commerce Center, Lot 4 located at the southwest corner of 95th Street and Twilight Lane. Moved by Commissioner Leib, seconded by Commissioner Harper, and carried by a majority voice vote.

RZ 21-12

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY LOCATED AT APPROXIMATELY THE SOUTHWEST CORNER OF 95TH STREET AND TWILIGHT LANE FROM BP-1, PLANNED BUSINESS PARK ZONING DISTRICT TO BP-2, PLANNED MANUFACTURING ZONING DISTRICT.

WHEREAS, on July 27, 2021, Will Dubois with Davidson Architecture and Engineering, LLC, agent for Kansas City Data Center, the owner of record, filed a request to rezone property located at approximately the southwest corner of 95th Street and Twilight Lane, from BP-1, Planned Business Park Zoning District to BP-2, Planned Manufacturing Zoning District; and

WHEREAS, on August 30, 2021, the Lenexa Planning Commission held a public hearing to hear the rezoning request. Notice for the public hearing was provided in accordance with K.S.A. 12-757; and

WHEREAS, on August 30, 2021, the Lenexa Planning Commission recommended approval of said rezoning, as reflected in the minute record for said meeting; and

WHEREAS, on September 21, 2021, the Governing Body considered the rezoning request and Planning Commission recommendation, as reflected in the minute record for that meeting; and

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

SECTION ONE: The real estate described as:

Lot 4 of Kansas Commerce Center, a subdivision of land in the City of Lenexa, Johnson County, Kansas.

now zoned BP-1, Planned Business Park is hereby rezoned to BP-2, Planned Manufacturing as described above and as reflected in the minute record of the September 21, 2021 Governing Body meeting.

SECTION TWO: The Community Development Director is hereby directed to amend the series of maps entitled "Official Copy Zoning District Map of the City of Lenexa" as adopted by the City via City Code Section 4-1-A-6(A) in accordance with said rezoning.

SECTION THREE: This Ordinance shall be construed as follows:

- A. Liberal Construction. This Ordinance shall be liberally construed to effectively carry out its purposes that are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.

- B. Savings Clause. The repeal of any ordinance or code section, as provided herein, shall not affect any rights acquired, fines, penalties, forfeitures or liabilities incurred thereunder, or any action or proceeding commenced under or by virtue of the ordinance or code section repealed. Any ordinance or code section repealed continues in force and effect after the passage, approval, and publications of this Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities and proceedings.
- C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion, or part of this Ordinance, or the application thereof to any person or circumstance is declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance, the Lenexa City Code, or other ordinances.

SECTION FOUR: This Ordinance shall take effect after publication of an ordinance summary in the City's official newspaper as provided by State law.

PASSED by the Governing Body September 21, 2021.

SIGNED by the Mayor September 21, 2021.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

David Jack, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 9

SUBJECT: Rezoning and companion preliminary plat for Stone Ridge subdivision, located at the southwest corner of 83rd Street and Cedar Niles Road

CONTACT: Magi Tilton, Planning & Development Administrator
Scott McCullough, Community Development Director

DATE: September 21, 2021

ACTION NEEDED:

- a. Pass an ordinance rezoning the subject property from AG, Agricultural District to RP-1, Planned Planned Residential (Low Density) District.
- b. Approve the companion preliminary plat for Stone Ridge subdivision.

APPLICANT:

Justin Milburn, Milburn Civil Engineering, LLC

OWNER:

JAA Farms, L.P.

PROPERTY LOCATION:

Located at the southwest corner of 83rd Street and Cedar Niles Road

PROJECT BACKGROUND/DESCRIPTION:

Staff believes this proposed rezoning complies with the Golden Criteria as outlined in the staff report and is in conformance with the Comprehensive Plan's designation of Suburban Residential.

The preliminary plat for Stone Ridge subdivision is an application for a single-family subdivision on the 44.5 acres at the southwest corner of 83rd Street and Cedar Niles Road. The preliminary plat includes 103 lots and 7 tracts, with Lot 20 reserved for the community storm shelter. Specific road improvements are required to be made to both Cedar Niles and 83rd Street before the construction of any homes in the subdivision. These improvements will be a part of the same public improvement plans that construct the internal street system.

The following table lists the requested deviations for this subdivision. The applicant is requesting the reduction of lot width and area for certain lots as well as a 10-foot reduction to the front yard setback for all proposed lots.

Deviation Type	Lots Applicable To	Deviation Request	Code Requirement
Lot Width	1-24, 34-35, 46-52, 59-66, 71-103	Reduce by 15 feet to 55 feet	70 feet
Lot Area	14-19, 50, 51, 59, 61-64, 71, 72, 74-80, 84-92, 94-102	Reduce by 1,750 square feet to 6,250 square feet	8,000 square feet
Front Yard Setback	All lots	Reduce by 10 feet to 20 feet	30 feet
Corner Lot Width	93, 94, 103	Reduce by 5 ft to 75 feet	80 feet

The applicant requested that the Planning Commission waive the requirement for fencing and landscaping along both 83rd Street and Cedar Niles Road. To mitigate this exception, the applicant has proposed landscaping that exceeds the requirements outlined in Section 4-2-E-4 of the UDC. Eighty-nine additional evergreen trees are proposed along both 83rd Street and Cedar Niles Road to substitute for the subdivision fencing requirement outlined in the same code section.

Lenexa code requires storm protection areas to be located within the building they serve or within 1,000 feet to at least one exterior door. There are 36 lots on the plat which do not meet the 1,000-foot vicinity standard for storm shelters and are noted to require storm shelters within the house.

STAFF RECOMMENDATION:

Passage of the ordinance and approval of the companion preliminary plat.

PLANNING COMMISSION ACTION:

A public hearing was held at the August 30th Planning Commission meeting. Two residents spoke about the increase in traffic as this area sees development activity. Their comments did not specifically address the proposed development. Moreover, one of the speakers was interested in proposed transportation improvements in the area.

Planning Commission discussion focused on the storm shelter, the road improvements to be completed by the applicant, and whether or not to grant the applicant an exception to the fence buffer requirement along collector and arterial roads. After discussion, the Commission concluded it is reasonable to continue the fence requirement along the lot lines but not necessarily on the streamway buffer tracts.

Chairman Poss entertained a motion to recommend **APPROVAL** of the rezoning for Stone Ridge located at the southwest corner of 83rd Street and Cedar Niles Road from AG, agricultural to RP-1, Planned Residential (Low-Density) District. Moved by Commissioner Leib, seconded by Commissioner Horine, and carried by a majority voice vote.

Chairman Poss entertained a motion to recommend **APPROVAL** of the preliminary plat for Stone Ridge located at the southwest corner of 83rd Street and Cedar Niles Road and to require a uniform fence on the eight lots and nothing in the streamway corridor. Moved by Commissioner Leib, seconded by Commissioner Handley, and carried by a majority voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

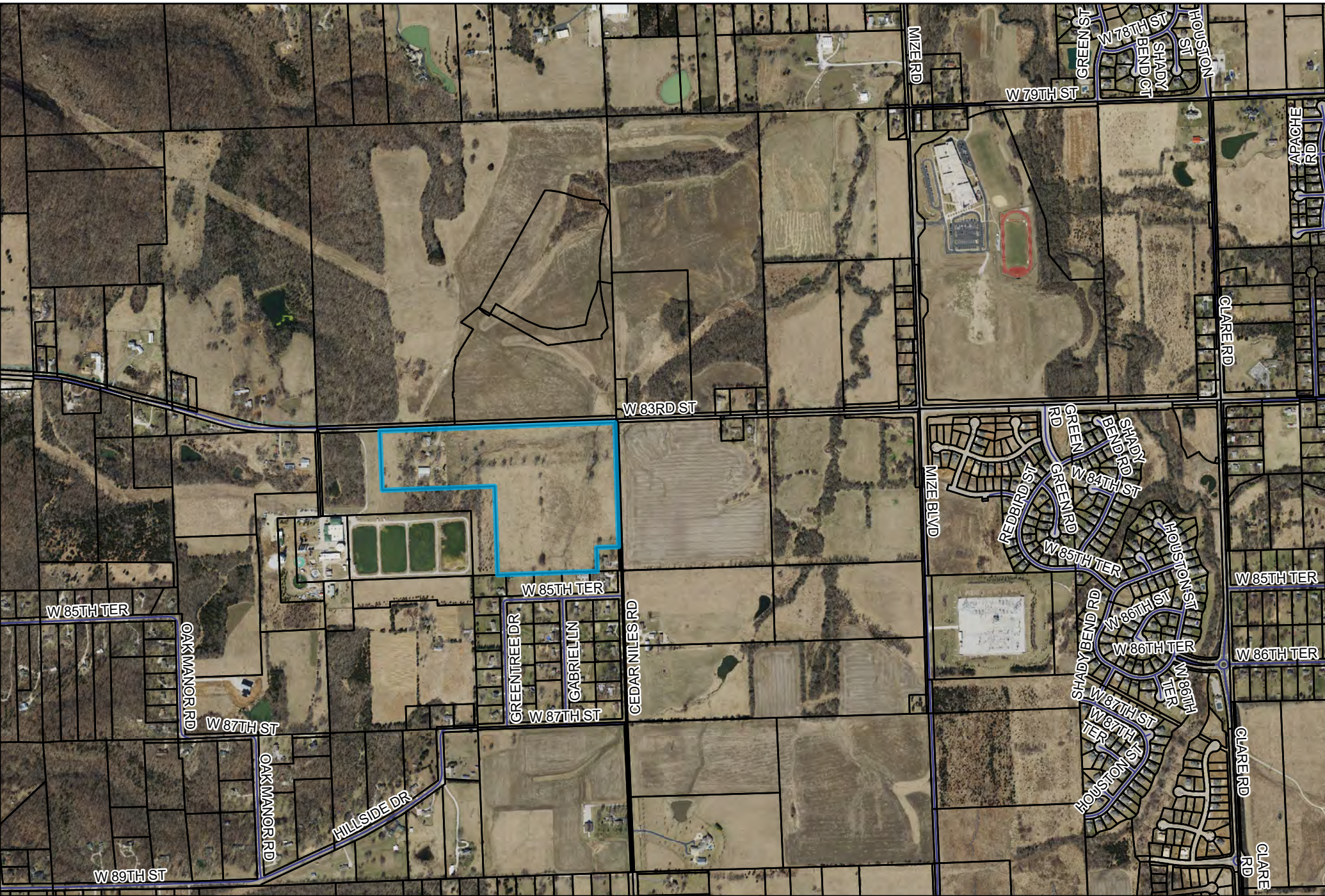
Vibrant Neighborhoods

Guiding Principles

Sustainable Policies and Practices
Responsible Economic Development

ATTACHMENTS

1. Map
2. Staff Report and Exhibits
3. PC Draft Minute Excerpts
4. Ordinance



MEETING DATE: August 30, 2021 - **PUBLIC HEARING REQUIRED**

REGULAR AGENDA ITEM: 1 a. & b.

PROJECT TITLE: Stone Ridge

PROJECT # / REQUEST: RZ21-11 – Rezoning
PT21-06P – Preliminary Plat

APPLICANT & DESIGN PROFESSIONAL: Justin Milburn, Milburn Civil Engineering, LLC
OWNER: JAA Farms, L.P.

STAFF PLANNER:
Christa McGaha

PROPERTY LOCATION: Located at the southwest corner of W. 83rd Street and Cedar Niles Road

SUMMARY OF RECOMMENDATION

Staff recommends **APPROVAL** of the rezoning request from AG to RP-1.

Staff recommends **APPROVAL** of the preliminary plan for the Stone Ridge Subdivision.

PROPOSED PROJECT DESCRIPTION AND BACKGROUND INFORMATION

CURRENT ZONING:
AG, Agricultural District

PROPOSED ZONING:
RP-1, Planned Residential (Low Density) District

CURRENT USE:
Undeveloped, one single-family residence.

PROPOSED USE:
Single-family residential subdivision

ACREAGE:
44.48

HOUSING CLASSIFICATION:
E

COMPREHENSIVE PLAN RECOMMENDATION FOR AREA

Suburban Density Residential - Low density detached single-family housing not exceeding a gross density of 3.5 dwelling units per acre.

REZONING ANALYSIS

With regard to the review criteria contained within [Section 4-1-G-5](#) of the UDC, Staff has the following comments:

1. *The character of the neighborhood.*

The character of the neighborhood is primarily undeveloped and residential. There has been recent interest in residential development in the surrounding area. Gabriel Estates, the single-family subdivision to the south, was recorded in 1966 in Johnson County before the area was annexed by the City of Lenexa in 1988. Overall, the proposed rezoning fits within the current and planned residential character of the neighborhood.

2. *The zoning and use of properties nearby.*

VICINITY ZONING PATTERN:

North: RP-3, Residential Planned (Medium-High Density) and CP-1, Planned Neighborhood Commercial Zoning Districts

South: R-1, Residential Single-Family Zoning District

East: AG, Agricultural Zoning District

West: AG, Agricultural Zoning District

VICINITY LAND USE PATTERN:

North: Undeveloped

South: Gabriel Estates Single-Family Subdivision

East: Undeveloped

West: City of Olathe Water treatment plant & Undeveloped

3. *The suitability of the subject property for the uses to which it has been restricted.*

The subject property is suited for the requested rezoning from AG to RP-1, as the future land use map shows this area designated as Suburban Residential, which includes RP-1 zoning. The change to RP-1 allows for flexible property development standards which are intended to encourage and accommodate innovative single-family developments and imaginative site planning.

4. *The extent to which the proposed use will detrimentally affect nearby property.*

It is staff's opinion the proposed uses will not detrimentally affect the nearby neighbors. The proposed development is in line with the future land use category of Suburban Residential.

5. *The length of time the subject property has remained vacant as zoned.*

The property is currently vacant. Oftentimes when property was annexed into the city, it was zoned Agricultural though it was not necessarily intended to remain agriculturally zoned.

6. *The relative gain to public health, safety and welfare due to the denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.*

The staff sees no gain to the public through denial of the proposed rezoning.

7. *Recommendation of City's permanent professional staff.*

Reference the staff recommendation section.

8. *Conformance of the requested change to the adopted or recognized Master Plan being utilized by the City.*

It is staff's opinion that the proposed development is acceptable and is in conformance with the Comprehensive Plan. The change of zoning is in line with what is currently proposed in the Comprehensive Plan's Future Land Use Map designation of Suburban Residential.

9. *The availability and adequacy of required utilities and services to serve the proposed use. These utilities and services include, but are not limited to, sanitary and storm sewers, water and electrical service, police and fire protection, schools, parks and recreation facilities, etc.*

The existing utilities, including water, sanitary sewer, power and communication, are in the vicinity of the site and have the adequacy to serve the proposed use. Parks and school facilities that will serve this development are located in close proximity to the area. The applicant is showing area within the site that will be used for stormwater management. A more detailed analysis will be submitted with future phases of the review process. Staff is not aware of any limitation or inability to provide the necessary public services for future residents of this development.

Staff would note that sidewalks are not provided, or planned to be provided, from this development to the nearest school, which is Mill Creek Middle School. Sidewalks will be included with public projects that improve W. 83rd Street and Mize Road, but those projects are not included in the Capital Improvement Plan at this time.

10. *The extent to which the proposed use would adversely affect the capacity or safety of that portion of the street network influenced by the use, or present parking problems in the vicinity of the property.*

It is staff's opinion that with the required adjacent street improvements, the approval of this use will not adversely affect the area's existing street network or present a parking problem. Proposed streets will connect the subdivision from access points located on Cedar Niles Road and W. 83rd Street. Sixty feet of right-of-way is proposed to be dedicated along W. 83rd Street and thirty-five feet of right-of-way is to be dedicated along Cedar Niles Road. The required improvements include roadway widening for appropriate turn lanes on W. 83rd Street, along with roadway widening improvements on Cedar Niles Road.

11. *The environmental impacts the proposed use will generate including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm.*

The proposed development, and all development within the City, is subject to the stormwater management requirements set forth in the City's Unified Development Code (UDC). The applicant has submitted a preliminary stormwater management plan that has been reviewed by staff which shows the intent to meet City Code. The proposed development will include an extended dry detention basin, native vegetation, and vegetated filter strips designed to meter stormwater runoff to minimize downstream flooding issues. The basin is designed to capture erosion and sedimentation to prevent downstream water pollution. The residential development will also have a landscape buffer surrounding the development intended to minimize the environmental impact to the surrounding neighbors. Staff does not anticipate any negative environmental impacts based on the proposed rezoning of the property.

12. *The ability of the applicant to satisfy any requirements (e.g. site plan, etc.) applicable to the specific use imposed pursuant to the zoning regulations in this Chapter and other applicable ordinances.*

The applicant shall comply with all applicable requirements of the UDC and the staff comments contained within the preliminary plat analysis sections of this staff report. As part of the preliminary plat application, the developer is requesting deviations to allow a reduced lot width, lot size, and building setback for the single-family lots. At this stage of the development review process, staff is satisfied that the proposed lot configuration is consistent with the City's regulations including the request for deviations.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the rezoning for Stone Ridge located at the southwest corner of W. 83rd Street and Cedar Niles Road from AG to RP-1.

PRELIMINARY PLAT ANALYSIS

SITE LAYOUT

The proposed Stone Ridge development is currently one 44.48 acre lot containing one farmhouse that fronts on W. 83rd Street. Gabriel Estates single-family subdivision is to the south and the Olathe Water Treatment Facility is directly southwest of this property. Access is being provided on both Cedar Niles Road, as well as W. 83rd Street.

Staff notes that this includes improvements to both W. 83rd Street and Cedar Niles Road, to which the applicant has acknowledged and shown the intent for said improvements. The plans show widening of W. 83rd Street to provide for a left turn lane into the project, which staff would note would be similar to the entrance to Cedar Crest (83rd & Green Lane, just to the east of Mize Road).

Similarly, improvements to Cedar Niles Road will be required, widening the roadway to 3-lanes at the intersection, transitioning to just widening to a 24' width roadway down to their entrance onto Cedar Niles. Staff notes that this would be similar to the improvements to Mize Road just south of W. 83rd St. adjacent to the Cedar Crest subdivision just east of this site.

Both improvements will need to be performed under a Public Improvement permit, and staff notes that while the improvements have been roughly shown on this plan set in order to show the intent of the work, both will need to be properly designed at the time of permit application with all appropriate transitions, layouts, etc.

The rezoning of this property will result in a single-family subdivision consisting of 103 lots located on one through street and four cul-de-sacs configured around a code required stream buffer. The subdivision is proposed to be developed in two phases. The street running through the subdivision will have one small "knuckle" cul-de-sac on the southern side of the development where the road changes orientation from a north/south to an east/west direction. Tracts A - F are to be owned and maintained by the homeowner's association (HOA) and shall be used for open space, landscaping, and stormwater treatment. Tracts A, C, and F are open space tracts designated to protect the two separate stream buffer paths throughout the subdivision.

The lot sizes range in size from 50-feet wide x 115-feet deep up to 75-feet wide x 140-feet in depth. Deviations are requested from the RP-1 requirements for lot width, front yard setbacks, and lot area. The lots proposed adjacent to the existing residential homes to the south and adjacent to Cedar Niles Road will comply with the minimum lot size requirement for the RP-1 zoning district. The lots requiring lot size deviations are located interior to the Stone Ridge development and adjacent to the City of Olathe Water Treatment Plant.

The applicant is requesting the following deviations to the RP-1 zoning district:

Deviation Type	Lots Applicable To	Deviation Request	Code Requirement
Lot Width	1 - 24, 34 - 35, 46 - 52, 59 - 66, 71 - 103	Reduce by 15 feet	70 feet
Lot Area	14 - 19, 50, 51, 59, 61 - 64, 71, 72, 74 - 80, 84 - 92, 94 - 102	Reduce by 1,750 square feet	8,000 square feet
Front Yard Setback	All lots	Reduce by 10 feet	30 feet
Corner Lot Width	93, 94, 103	Reduce by 5 ft	80 feet

The applicant is requesting deviations due to the clustered design of the subdivision to preserve open green space surrounding the stream buffer corridors on the property. Due to the interior location of the lots requesting the most deviations, the installation of more plant material in the landscape buffer, and the lot adjacent to the existing subdivision to the south exceeding the minimum property development regulations, staff is supportive of the requested deviations for this development.

The applicant has provided tracts for future sidewalk connections from the cul-de-sacs to the sidewalk network on W. 83rd Street once the road is improved. These requirements are to support pedestrian access and walkability for the residents of the subdivision.

The applicant has submitted a preliminary stormwater management report, that indicates the intent to meet the City's stormwater management requirements. This includes a large facility at the NEC of the site (the SWC of 83rd & Cedar Niles), as well as preserving the on-site stream buffers, etc. Although some corrections are necessary, Staff will continue to work with the applicant to get the preliminary report finalized, as well as through the final stormwater management report to obtain an appropriate stormwater management system for this project. Given that this is preliminary plan stage, Staff is comfortable that with the area set-aside as a treatment facility, that the applicant can meet the City's stormwater requirements.

LANDSCAPE AND BUFFERS

Landscaping will be installed in tracts along the arterial street frontages adjacent to the Cedar Niles and W. 83rd Street right-of-way. The tracts vary in width from 15 feet to well over 100 feet in width for some of the irregular spaces between lots.

[Section 4-2-E-4](#) of the UDC requires a fence and landscape buffer "to increase privacy, mitigate noise, reduce glare and enhance the aesthetics of the streetscape through the use of uniform fences, walls and professional landscaping separating residential units from collector and arterial streets." W. 83rd Street is a designated as an arterial street, and Cedar Niles is designated as a collector street.

Therefore, a fence and landscape buffer meeting the requirements of [Section 4-2-E-4](#) is required along the W. 83rd Street frontage and along Cedar Niles Road frontage.

The applicant is requesting that the Planning Commission waive the requirement for fencing and landscaping along both W. 83rd Street and Cedar Niles Road. To mitigate this exception, the applicant has proposed landscaping that exceeds the requirements outlined in [Section 4-2-E-4](#) of the UDC. Eighty-nine additional evergreen trees are proposed along both W. 83rd Street and Cedar Niles Road to substitute for the subdivision fencing requirement outlined in the same code section.

This subdivision is located at the convergence of a collector and arterial road. Staff believes that this subdivision will set the tone for future residential development in this area of Lenexa. Due to the lack of any site constraints warranting the exception to this requirement, such as extreme changes in elevation between the lots and the streets, Staff recommends that the Planning Commission deny this exception and require the applicant to provide fencing on both W. 83rd Street and Cedar Niles Road per Lenexa code at time of developing the subdivision. Staff must assume that individual lot owners will, at some point, desire a fence along the rear property lines. Waiving this requirement has the potential to work against the purpose of this code standard to, "enhance the aesthetics of the streetscape through the use of uniform fences..." Fences would likely be installed in a non-uniform manner which could detract from the aesthetic of the streetscape.

Should the Planning Commission choose to waive the requirement for fencing, staff would recommend requiring that the applicant provide a fence detail at time of final platting by which all owners would need to use to design their fence and that the Homeowner Association's covenants detail the same uniform fence design for all perimeter lots. Tracking individual fence permits in this way does create concern for staff in managing the number of permits over time and that such a process creates room for error in its management.

A landscape buffer with a variety of trees is proposed to be located along the south side of the property to provide screening for the existing neighbors to the south. There is a thirty-foot City of Olathe waterline easement at the southern property line abutting Gabriel Estates. Tract D is a forty-foot landscape tract to preserve the existing easement and allow for 10-feet of vegetative screening for the new development from the existing subdivision and act as a landscape buffer between the developments.

The developer has proposed installing the street trees themselves. The code prescribes the process for the City to establish street trees and there is no alternative for the developer to perform this work themselves. Therefore, the City intends to follow its standard practice for collecting payment of the street trees and installing them at the appropriate time after the subdivision is constructed.

BUILDING & FIRE DEPARTMENT REQUIREMENTS

The proposed homes are single story brick ranch style homes. The majority of these are slab grade homes with no basements for storm protection. Lenexa code requires storm protection areas to be located within the building they serve or shall be located so that the maximum distance of travel from the storm protection area to at least one exterior door of each building the storm shelter serves does not exceed a distance of travel of 1,000 feet. The proposed plan shows one storm shelter in the center of the development to serve the homes within 1,000 feet without shelters. This storm protection shall be in place prior to the issuance of any Temporary Certificate of Occupancy to occupy any units of either Phase I or Phase 2 of the proposed development.

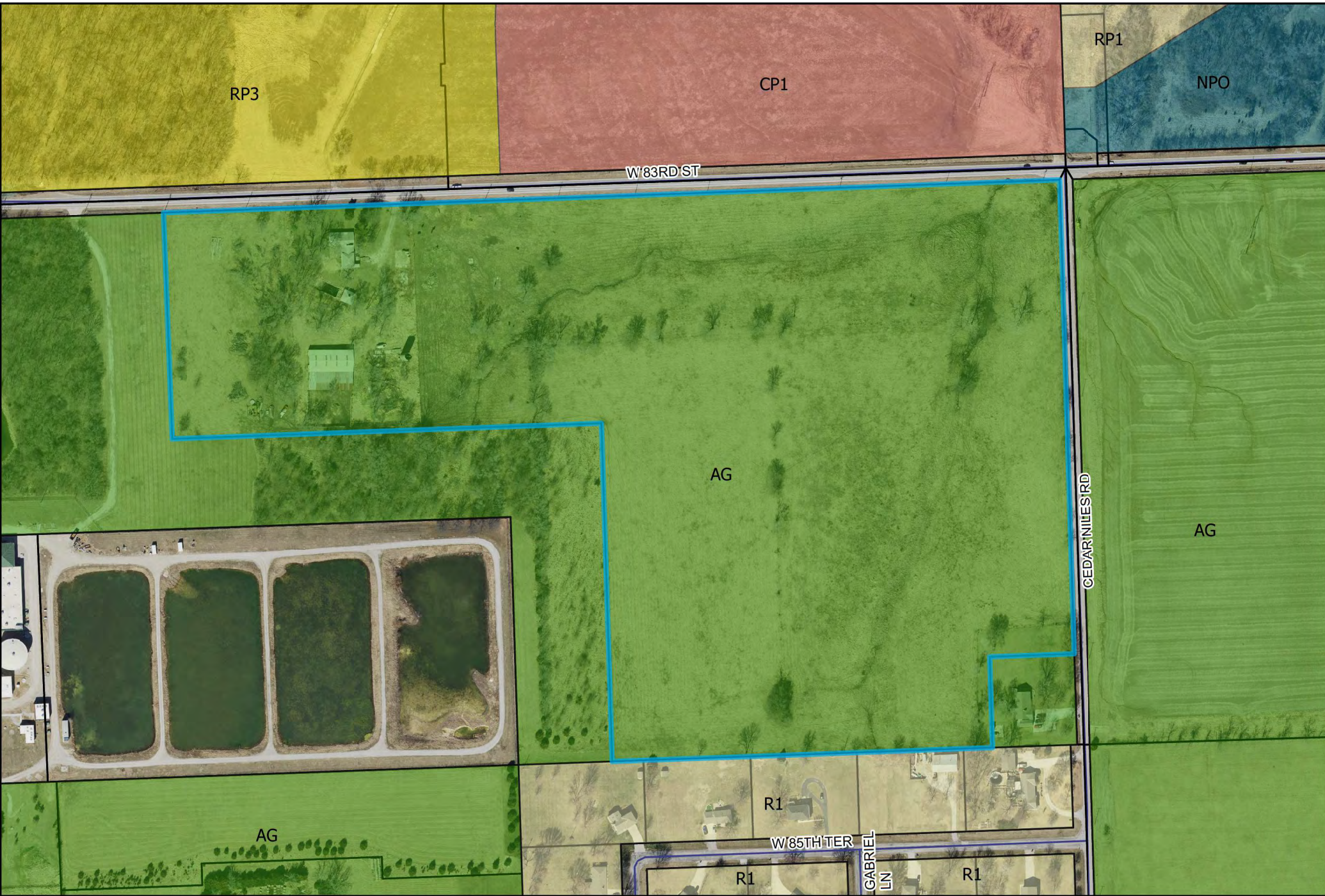
The applicant has indicated 36 lots on the plat which do not meet the 1,000-foot vicinity standard for storm shelters and will require storm shelters within the house on these lots. Additionally, the applicant is proposing parking at the community storm shelter located on Lot 20, so residents can drive to safety in the case of a disaster event if necessary.

INFORMATIONAL COMMENTS

The rezoning and preliminary plan are scheduled to be considered by the Governing Body September 21, 2021.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the preliminary plat for Stone Ridge located at the southwest corner of W. 83rd Street and Cedar Niles Road.







LEGEND

- ▲ MONUMENT FOUND AS DESCRIBED
- FOUND BAR AS DESCRIBED
- UNKNOWN ORIGIN UNLESS NOTED
- NAIL FOUND AS DESCRIBED
- JOOD VERTICAL BENCH MARK
- ⊕ POWER POLE
- ⊕ GUY ANCHOR
- ⊕ SIGN
- ⊕ WATER METER
- ⊕ TELEPHONE PEDISTAL
- ⊕ SANITARY SEWER MANHOLE
- ⊕ GAS METER
- 12" OVERHEAD POWER LINE
- 12" UNDERGROUND TELEPHONE LINE
- 12" UNDERGROUND FIBER OPTIC
- 12" SANITARY SEWER LINE
- 12" UNDERGROUND GAS LINE
- 12" WATER LINE
- FENCE
- (M) MEASURED BEARING OR DISTANCE
- (D) DEED BEARING OR DISTANCE

RP-1 Minimum Lot Requirements

Description	Code	Deviation
Width	70 ft	YES
Depth	115 ft	NO
Area	8000 sf	YES

RP-1 Minimum Building Setbacks

Description	Code	Deviation
Front/Street	30 ft	YES
Side/Street	20 ft	NO
Side Yard	7 ft	NO
Rear Yard	20 ft	NO

Site Information

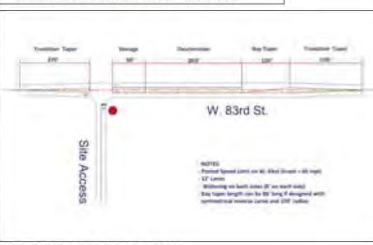
Situs Address	26775 W 83rd St, Lenexa KS
Total Area	44.48 ac (including existing R/W)
Current Zoning	AG
Proposed Zoning	RP-1

DEVIATION REQUEST SUMMARY - PHASE 1				
DEVIATION TYPE	LOTS	DEVIATION REQUEST	CODE REQUIREMENT	
FRONT YARD SETBACK REDUCTION	46-52	10 ft	30 ft	
LOT WIDTH REDUCTION	55-66	15 ft	70 ft	
MINIMUM LOT SIZE	34-35	7000.00 sf	8000.00 sf	

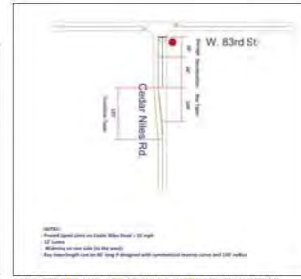
DEVIATION REQUEST SUMMARY - PHASE 2				
DEVIATION TYPE	LOTS	DEVIATION REQUEST	CODE REQUIREMENT	NOTES
FRONT YARD SETBACK REDUCTION	46-52	10 ft	30 ft	
LOT WIDTH REDUCTION	55-66	15 ft	70 ft	
CORNER LOT WIDTH REDUCTION	92-94	5 ft	80 ft	
MINIMUM LOT SIZE	303	3750.00 sf	8000.00 sf	

STORM SHELTER REQUIREMENTS

* DENOTES LOT REQUIRES STORM SHELTER IN HOUSE. THESE LOTS ARE BEYOND THE 1000 FT TRAVEL PATH FROM THE STORM SHELTER. STORM SHELTER SHALL PROVIDE BICYCLE PARKING IN ACCORDANCE WITH SECTION 4-1-0-1 OF THE CITY CODE



83RD STREET LEFT TURN LANE DETAIL
N.T.S.



83RD STREET AND CEDAR NILES INTERSECTION DETAIL
N.T.S.

LOT AREA TABLE PHASE 1

LOT #	AREA (SF)
1	12991.21
2	8944.80
3	8830.91
4	8351.76
5	8329.50
6	9845.50
7	8705.93
8	8248.33
9	8210.01
10	8349.07
11	12824.31
12	16661.49
13	10982.41
14	7503.62
15	7503.14
16	7502.66
17	7502.18
18	7501.48
19	7376.40
20	14110.56

LOT AREA TABLE PHASE 1

LOT #	AREA (SF)
21	12632.97
22	10862.22
23	11170.07
24	10780.32
25	10155.03
26	20110.30
27	19302.55
28	16171.73
29	19342.64
30	10344.39
31	8524.36
32	8372.83
33	8250.20
34	12000.06
35	11247.58
36	8250.04
37	8294.70
38	8849.20
39	9188.93
40	8618.64

LOT AREA TABLE PHASE 1

LOT #	AREA (SF)
41	8828.57
42	9111.20
43	8635.99
44	8525.48
45	12400.00

TRACT AREA TABLE PHASE 1

TRACT	AREA (ACRES)
TRACT "A"	8.77
TRACT "B"	0.06
TRACT "C"	1.46
TRACT "D"	0.77
TRACT "E"	0.16

LOT AREA TABLE PHASE 2

LOT #	AREA (SF)
46	13217.83
47	12219.51
48	10539.52
49	8172.21
50	7106.89
51	6789.56
52	11987.61
53	15395.99
54	14482.71
55	13485.36
56	13450.84
57	14005.96
58	11678.93
59	7909.41
60	8200.95
61	7814.35
62	7157.87
63	7428.13
64	7722.46
65	9950.57
66	9504.32
67	9986.02
68	9611.32

LOT AREA TABLE PHASE 2

LOT #	AREA (SF)
69	12772.80
70	18074.66
71	6875.00
72	7620.54
73	9047.28
74	6875.03
75	6875.03
76	6875.04
77	6875.04
78	6875.04
79	6875.04
80	7571.77
81	9667.91
82	13826.84
83	9743.75
84	7588.94
85	7161.05
86	7164.18
87	6251.82
88	6711.09
89	6733.18
90	6297.47
91	7798.87

LOT AREA TABLE PHASE 2

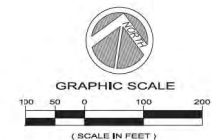
LOT #	AREA (SF)
92	7274.08
93	9255.56
94	10026.50
95	7265.67
96	7758.73
97	6295.61
98	6728.58
99	6727.94
100	6293.89
101	7708.51
102	7261.09
103	10068.61

TRACT AREA TABLE PHASE 2

TRACT	AREA (ACRES)
TRACT "F"	0.97
TRACT "G"	0.28

R/W AREA TABLE

R/W	AREA (ACRES)
CEDAR NILES ROAD	0.85
83RD STREET	2.85
PHASE 1	2.51
PHASE 2	3.00
PHASE1 + PHASE2	5.51



PRELIMINARY-NOT FOR CONSTRUCTION



Planting Notes

1. Location of all existing utilities needs to be done before commencing work.
2. The planting plan graphically illustrates overall plant massing. Each plant species massing shall be placed in the field to utilize the greatest coverage of ground plane. The following applies for individual plantings:
 - a. Creeping groundcover shall be a minimum of 6" from paving edge.
 - b. All trees shall be a minimum of 3' from paving edge.
 - c. All plants of the same species shall be equally spaced apart and placed for best aesthetic viewing.
 - d. All shrubs shall be a minimum of 2' from paving edge.
3. Mulch all planting bed areas to a minimum depth of 3". Mulch individual trees to a minimum depth of 4".
4. Note: If plants are not labeled - they are existing and shall remain.
5. In the event of work in or on a JCW sanitary main, any trees or plantings placed within the sewer easement may be removed without replacement or compensation there-of and shall be replaced by the property owner as required by the City.
6. Landscape areas to include irrigation or hose bibs within 100 feet of the plants to be maintained.

Materials:

1. Plant material shall be healthy, vigorous, and free of disease and insects as per AAS standards.
2. Shredded bark mulch installed at trees shall be finely chipped and shredded hardwood chips, consisting of pure wood products and free of all other foreign substances. Pine bark compost mulch installed at planting bed areas shall be free of all other foreign substances.

Installation:

1. All planting beds shall be amended with 1 cubic yard of peat moss per 1,000 square feet. Till peat moss into soil to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 2,000 square feet.
2. After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to mulch application.
3. Planting backfill for trees and shrubs shall be 50% peat or well composted manure and 50% topsoil.
4. Plant material shall be maintained and guaranteed for a period of one year after Owner's acceptance of finished job. All dead or damaged plant material shall be replaced at Landscape Contractor's expense.
5. Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.

Landscape Calculations/Criteria

Existing trees and vegetation have been preserved as much as possible on the site.

Street Tree:

One (1) street tree shall be planted for every 40 linear feet of public or private street frontage. (Minus driveways)

Requirement Met:

Site Trees (Single Family and Duplex lots): In addition to required street trees, 2 deciduous trees will be required for each single-family or duplex lot. At least one of the required trees must be a shade tree and at least one tree must be located in the front yard. Existing trees may be credited towards this requirement provided that they are of code compliant size, type and location.

Residential (R-1 and RP-2) Buffers adjacent to Roads (per 100 Linear Feet):

Arterial/Freeway Roads - 2.5 Large Trees, 3 Small Trees, 15 Shrubs

Collector Roads - 2.5 Large Trees, 2 Small Trees, 12 shrubs

Totals below subtract intersecting ROW/streets

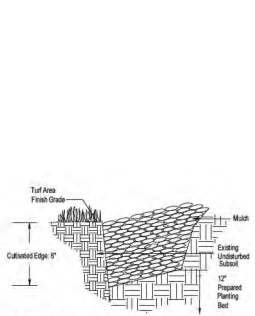
1,000 L.F. of Road along 83rd Street	1,011 L.F. of Road along Cedar Niles Road
60 Large Trees Required -	25 Large Trees Required -
60 Small Trees Required -	30 Small Trees Required -
298 Shrubs Required -	152 Shrubs Required -
50 Provided	25 Provided
119 Provided	60 Provided
298 Provided	152 Provided

89 additional evergreen trees above requirements. Substituted for segmented fence requirements. Requirements Exceeded

NATIVE GRASS SEED MIX - PERCENTS OF WET, FULL SUN, TALL HEIGHT (SEED MIX #)		
COMMON NAME	BOTANICAL NAME	PLS RATE (sq/ft) & DT MIX
Parrot Grass	<i>Stylosanthes</i>	15 35
Switchgrass	<i>Panicum virgatum</i>	15 20
Northern Sea Oats	<i>Chenopodium arborescens</i>	15 20
Quailgrass	<i>Chenopodium arborescens</i>	15 10
Furka - Dry Misc. Forbs		15 20
Red clover	<i>Coronilla varia</i>	
Butterfly Milkweed	<i>Asclepias tuberosa</i>	
Purple coneflower	<i>Echinacea purpurea</i>	
Prune blossom star	<i>Liatris pycnostachya</i>	
White yarrow	<i>Thymococcus citrioides</i>	
White yarrow	<i>Rudbeckia hirta</i>	
TOTAL		15 100

1 LANDSCAPE PLAN - OVERALL STREET TREE PLANTINGS

SCALE: 1"=100'-0"



2 CULTIVATED EDGE DETAIL

SCALE: NTS

TREE PLANTING NOTES:

1. DO NOT HEAVILY PRUNE THE TREE. PRUNE ONLY CROSSBRANCHES, CO-DOMINANT LEADERS, & BROKEN OR DEAD BRANCHES. SOME INTERIOR THINGS LATERAL BRANCHES MAY BE PRUNED. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
2. MARK THE NORTH SIDE OF THE TREE IN THE MURDERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
3. SET TOP OF ROOT BALL 12 INCHES HIGHER THAN SURROUNDING GRADE.
4. APPLY 4THK WOOD MULCH DO NOT PLACE MULCH IN DIRECT CONTACT W/ TREE TRUNK.
5. EACH TREE MUST BE PLANTED SUCH THE TRUNK PLANE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE PLANE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL W/ SOIL.
6. REMOVE ALL TYING, ROPE, WIRE AND BURLAP FROM THE UPPER 1/3 OF ROOT BALL (PUSHING WIRE BASKETS).
7. PLACE ALL ROOT BALLS ON EXCAVATED OR TAMPED SOIL TYPE.

STAKING REQUIREMENTS:

1. WIRE/CABLE SHALL BE GALV. 1/4" DIA. WIRE.
2. TIGHTEN WIRE/CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. PLASTIC HOSE SHALL BE LONG ENOUGH TO ACCOMMODATE 1/2" OF GROWTH.
3. STAKES SHALL BE 7/8" HARDWOOD OR EQUAL.

PERSONNEL PLANTING NOTES:

1. APPLY 2THK BED OF MULCH ON PERSONAL PLANT BED. DO NOT COVER PLANTS.
2. THOROUGHLY MIX PEAT IN TOP 1/4" OF SOIL.
3. BREAK UP EXISTING SOIL TO A DEPTH OF 24"
4. PROVIDE BENTONITE SOIL TO A DEPTH OF 24"
5. SET ROOT BALLS IN FIELD OR CONTAINER.
6. PRUNE THIN & SHAPE SHRUBS IN ACCORDANCE W/ STANDARD HORTICULTURAL PRACTICE.

INITIAL WATERING:

WHEN ROOT BALLS TO COMPLETELY WATER THOROUGHLY UNTIL MOISTURE IS ABSORBED.

DO NOT PRUNE LEADER:

PRUNE DAMAGED OR DEAD WOOD IMMEDIATELY PRIOR TO PLANTING. NEVER LEAVE LOOSE "Y" CRACKS OR DOUBLE LEADER. TREE TO SYSTEM SEE STAKING REQUIREMENTS.

3 METAL STAKES, PLACE NEXT TO ROOT BALL AS SHOWN. SPACE EQUIDISTANT AROUND TREE.

4" MIN. SPECIFIED MULCH

PLANT ROOT BALL 1" HIGHER THAN GRADE AT WHICH TREE GREW.

INSTALL WEED CONTROL FABRIC IF TREE IS IN LANDSCAPE BED.

CUT & REMOVE BURLAP FROM TOP 1/3 OF BALL. SPECIFIED BACKFILL MIXTURE.

EXISTING UNDISTURBED SUBSOIL.

10 DRAINAGE BALL

Landscape Schedule

Symbol	Qty	Botanical Name	Common Name	Min. Root	Min. Size	Caliper	Remarks
OVERSTORY TREES							
20	1	<i>Hydrangea arborescens</i>	Black Hips	2.5"	6" min. clear, ground to canopy		
40	1	<i>Quercus bicolor</i>	Shoemaker Honeysuckle	2.5"	6" min. clear, ground to canopy		
40	1	<i>Phlox paniculata</i>	Phlox	2.5"	6" min. clear, ground to canopy		
40	1	<i>Alnus incana</i>	Alnus	2.5"	6" min. clear, ground to canopy		
40	1	<i>Salix viminalis</i>	Salix	2.5"	6" min. clear, ground to canopy		
DECIDUOUS TREES							
44	1	<i>Juniperus horizontalis</i>	Eastern Red Cedar	6" SL	symmetrical pyramidal form		
28	1	<i>Pinus strobus</i>	Pinus	6" SL	symmetrical pyramidal form		
132	1	<i>Juniperus horizontalis</i>	Juniper	6" SL	symmetrical pyramidal form		
SHRUBS/GRASSES							
30	1	<i>Hydrangea paniculata</i>	Little White Hydrangea	3 gal.	Plant @ 4" O.C.		
28	1	<i>Staph. n. paniculata</i>	Staph. n. paniculata	3 gal.	Plant @ 4" O.C.		
21	1	<i>Staph. n. paniculata</i>	Staph. n. paniculata	3 gal.	Plant @ 4" O.C.		
10	1	<i>Staph. n. paniculata</i>	Staph. n. paniculata	3 gal.	Plant @ 4" O.C.		
EVERGREEN TREES							
21	1	<i>Juniperus horizontalis</i>	Eastern Red Cedar	3 gal.	Plant @ 4" O.C.		
12	1	<i>Juniperus horizontalis</i>	Eastern Red Cedar	3 gal.	Plant @ 4" O.C.		
15	1	<i>Juniperus horizontalis</i>	Eastern Red Cedar	3 gal.	Plant @ 4" O.C.		

EXISTING TREES TO BE REMOVED

EXISTING TREES/SHRUBS TO BE PRESERVED

MEIER
LANDSCAPE
ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

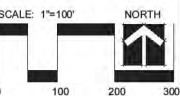


CLIENT

Arise Homes
24703 W 75th St.
Shawnee, KS 66227

PROJECT

Stone Ridge
83rd and Cedar Niles
Road
Lenexa KS



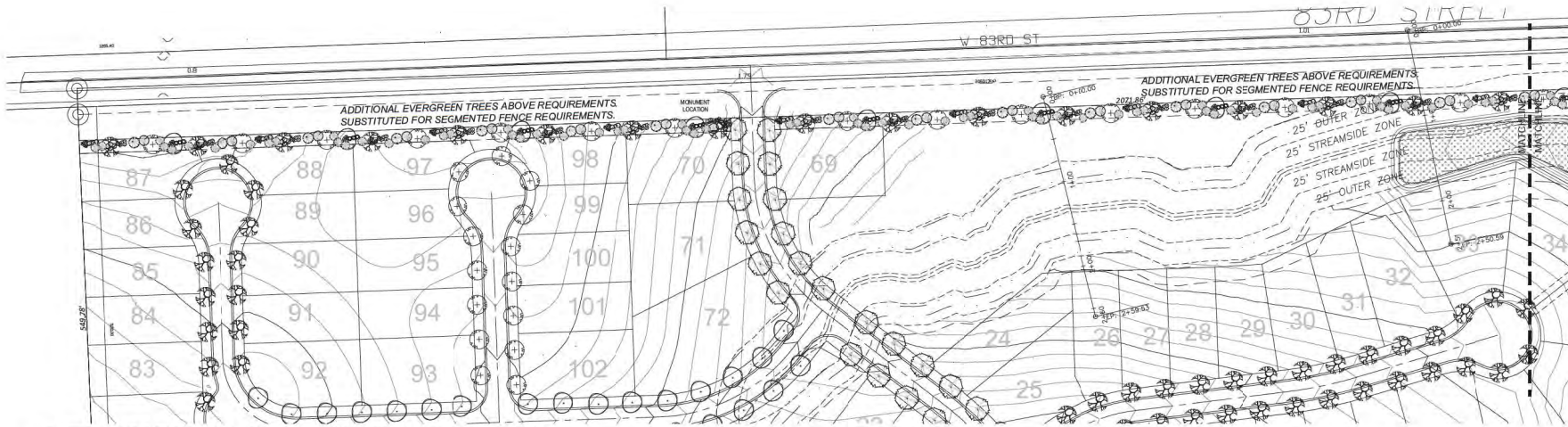
Date: 8.16.2021
Project #: 706
Landscape Plan

L1

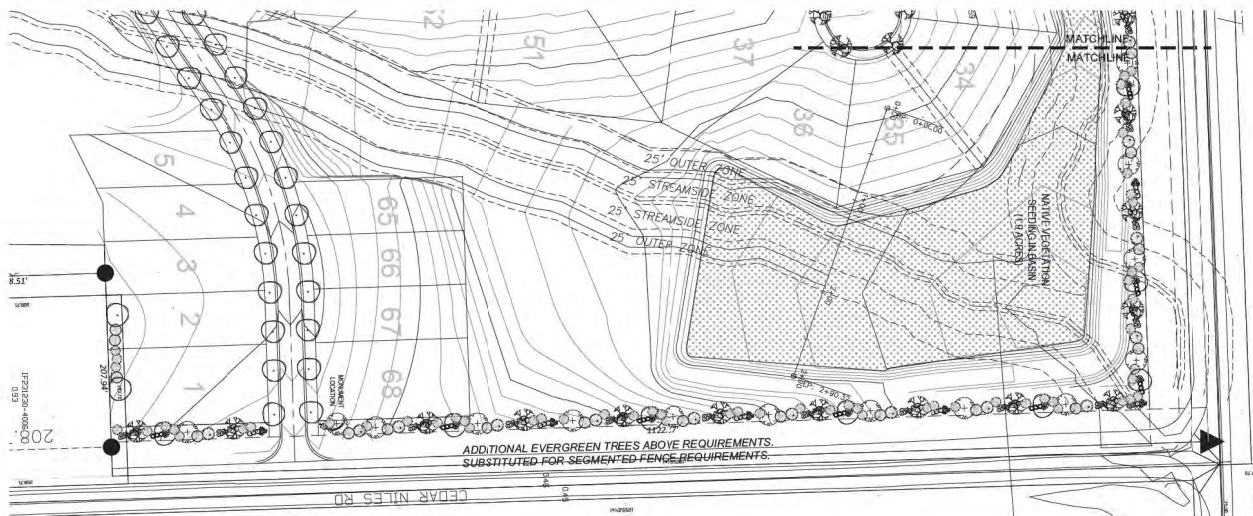


CLIENT
Arise Homes
24703 W 75th St.
Shawnee, KS 66227

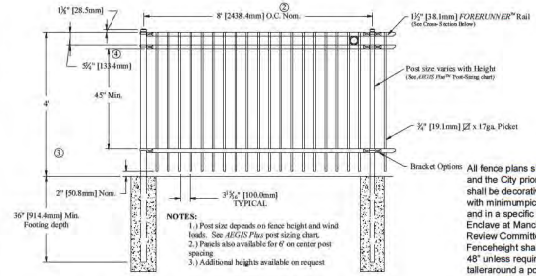
PROJECT
Stone Ridge
83rd and Cedar Niles Road
Lenexa KS



1 LANDSCAPE PLAN - 87TH STREET BUFFER ENLARGEMENT VIEW
SCALE: 1"=60'-0"



2 LANDSCAPE PLAN - CEDAR NILES BUFFER ENLARGEMENT VIEW
SCALE: 1"=60'-0"

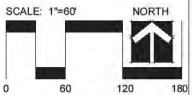


3 TYP. NEIGHBORHOOD FENCE DETAIL
SCALE: NTS

Landscape Schedule

Symbol	Qty	Botanical Name	Common Name	Min. Root	Min. Size	Caliper	Remarks
OVERSTORY TREES							
20	1	<i>Hyalea sylvatica</i>	Black Tupelo	15"	6" min. clear, ground to canopy		
65	1	<i>Quercus bicolor</i> "Sagittata"	Shoemaker Hicory	15"	6" min. clear, ground to canopy		
46	1	<i>Platanus x carolinensis</i>	London Plane Tree	15"	6" min. clear, ground to canopy		
97	1	<i>Acer x frondosum</i> "Warrenii"	Pacific Spruce Maple	15"	6" min. clear, ground to canopy		
80	1	<i>Quercus rubra</i>	Northern Red Oak	15"	6" min. clear, ground to canopy		
EVERGREEN TREES							
44	1	<i>Juniperus chinensis</i>	Eastern Red Cedar	6" Ht.	symmetrical pyramidal form		
28	1	<i>Pinus strobus</i>	Norway Spruce	6" Ht.	symmetrical pyramidal form		
132	1	<i>Juniperus chinensis</i> "Sagittata"	Korean Juniper	6" Ht.	symmetrical pyramidal form		
PERENNIALS, BIENNIALS, ORNAMENTALS							
20	1	<i>Hyalea sylvatica</i> "Sagittata"	Black Tupelo	3 gal.	Plant @ 4' O.C.		
28	1	<i>Pinus strobus</i> "Sagittata"	Black Tupelo	3 gal.	Plant @ 4' O.C.		
21	1	<i>Hebe x argentea</i> "Sagittata"	Black Tupelo	3 gal.	Plant @ 4' O.C.		
13	1	<i>Rhus typhina</i>	Tiger Eye Sumac	3 gal.	Plant @ 4' O.C.		
EVERGREEN SHRUBS							
21	1	<i>Juniperus chinensis</i> "Sagittata"	Black Tupelo	3 gal.	Plant @ 4' O.C.		
72	1	<i>Juniperus chinensis</i> "Sagittata"	Black Tupelo	3 gal.	Plant @ 4' O.C.		
13	1	<i>Rhus typhina</i>	Tiger Eye Sumac	3 gal.	Plant @ 4' O.C.		
EXISTING TREES TO BE REMOVED							
EXISTING TREES SHALLOU TO BE PRESERVED							

THE DEVELOPER WILL INSTALL THE STREET TREES IN LIEU OF THE CITY.



Date: 8.16.2021
Project #: 706
Landscape Plan

L2



TYPICAL RANCH STYLE DWELLING UNIT - TERA (2,600 SF)



TYPICAL RANCH STYLE DWELLING UNIT - LILIANA (2,000 SF)



TYPICAL RANCH STYLE DWELLING UNIT - SARA ANN (2,500 SF)



TYPICAL RANCH STYLE DWELLING UNIT - REGAN (1,500 SF)



TYPICAL MATERIAL - BRICK 1



TYPICAL MATERIAL - BRICK 2



PRELIMINARY-NOT FOR CONSTRUCTION

Milburn Civil Engineering, LLC

MILBURN CIVIL ENGINEERING, LLC
33135 W 83RD ST
DE SOTO, KS 66018
913-583-0367

STONE RIDGE
PRELIMINARY PLAN
83RD ST & CEDAR NILES RD
LENEXA, KS

DATE	8/15/21
DESIGN BY	JRF
CHECKED BY	JRF
REVISIONS	

DWELLING
RENDERINGS

R100

**PLANNING COMMISSION
MINUTE EXCERPTS
August 30, 2021**

1. a. Rezoning for **Stone Ridge** located at the southwest corner of W 83rd Street and Cedar Niles Road, from the AG, Agricultural District to RP-1, Planned Residential (Low Density) District. **RZ21-11**
- b. Preliminary Plat for **Stone Ridge** located at the southwest corner of W 83rd Street and Cedar Niles Road, proposed to be zoned RP-1, Planned Residential (Low Density) District. **PT21-06P**

APPLICANT PRESENTATION:

Austin Chamberlin appeared before the Planning Commission thanking staff for the great communication and for the ability to meet and talk through all the issues. He explained the Stone Ridge project is located at 83rd and Cedar Niles Road on the west-northwest side of Lenexa. It is 44.5 acres and nestles around the Olathe water treatment plant. He displayed a map on the screen and pointed out the location, stating the view of the property was looking from the east.

Austin Chamberlin introduced his partner, Matt Mabe, who was also in attendance, as well as the civil engineer, Justin Milburn. He and his partner grew up in the Kansas City area and have done a lot of development that includes single and multi-family homes, hotels, and buildings across Kansas City and in a lot of different cities. They are excited to bring this style of house to Lenexa. He said some of the commissioners had probably seen a couple of the homes they have built on 83rd Street and Gleason and the project to the north in Shawnee that consists of 40 acres and 126 home sites. He stated they are proud of their homes and there is a great need in the Kansas City metro area. They are all ranch floor plans with no basements or second floors, so all the living is on one floor. They also decided that all the exteriors would be real stone and brick on all four sides. They use vinyl soffits so the homes will practically be maintenance-free on the exterior.

Austin Chamberlin stated because they are the developer and the builder, they control every piece of the process, so it is a very efficient and a well-built community when complete. In the construction of the homes, they add extra trusses to produce strong walls and roofs and use the green board that is seen in higher end homes; that is their standard across all their homes. They also use LED lighting with Energy Star and the homes can include solar if the buyer would like to add it.

Austin Chamberlin showed graphics of the proposed interior of the homes that included a safe room. Safe rooms, or storm shelters, are a requirement in Lenexa and they offer them in two different forms. The buyer can elect for an Atlas safe room that can withstand a tornado. It is bolted to the foundation and is built in either a closet or the garage. They will also have a community safe room that will look just like a house, should the residents want to go to a tornado type shelter within their community.

Austin Chamberlin showed graphics of the proposed site plan that is 103 home sites with a density of 2.3 homes per acre. The size of the homes range in size from 1,350 square feet to 2,605 square feet, having three bedrooms and two bathrooms or four bedrooms and three bathrooms. He pointed out some of the features of the development including a thick landscape buffer along Cedar Niles and 83rd Street and a buffer to the south. The site has a lot of green space and stream corridors that run through the site. He stated the BMP and detention will be on the corner of the development.

They held a neighborhood meeting on July 20th that was attended by two neighbors. The neighbors were also glad to see improvements were planned to Cedar Niles and 83rd Street.

PLANNING COMMISSION
MINUTE EXCERPTS
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Austin Chamberlin stated concluded by stating the staff report included a comment about constructing a fence; he stated they would like to install additional trees along the perimeter in place of the fence along 83rd and Cedar Niles. In addition, as the developer and builder, they would like to plant the street trees to ensure they are installed at the perfect right time. If they plant the street trees, they would make sure sprinklers or a water supply is in place as the trees are being planted.

STAFF PRESENTATION:

Christa McGaha began her presentation explaining the application was a rezoning and preliminary plat for the Stone Ridge subdivision. The request is to allow a 103-lot single-family subdivision at the southwest corner of 83rd Street and Cedar Niles. The property is 44.5 acres and contains a farmhouse that fronts on 83rd Street. The character of the neighborhood is primarily undeveloped and residential. There has been recent interest in residential development in the surrounding area. Gabriel Estates is the single-family subdivision to the south and was recorded in 1966 in Johnson County before the area was annexed by the City of Lenexa in 1988. Mill Creek Middle School and the new USD 232 Career Tech and Early Childhood Center are located less than a mile northwest of the proposed subdivision.

The property is currently zoned Agricultural and the applicant is requesting to rezone it to RP-1, Planned Residential (Low-Density) District to accommodate the single-family residential development. The Future Land Use Map shows the area as Suburban Density Residential and what the applicant is proposing fits in that category, adhering to the Golden Criteria which is outlined in the staff report.

Christa McGaha spoke about the applicant's site plan, stating the proposal consists of 103 lots and seven tracts. Lot 20 is reserved for the community storm shelter and the applicant has provided designated parking at the storm shelter for quick residential access. Tract D provides an additional buffer against the Olathe Water Treatment Plant as well as providing a buffer for the neighboring properties to the south. The applicant has allowed a small amount of extra space for landscaping to provide buffering between the existing subdivision and the new proposed lots. The subdivision has been designed with open space and stream buffers in mind. They have worked with staff to come up with a design that is compatible with the existing stream corridor.

Future sidewalk connections are proposed from the cul-de-sacs to the future sidewalk network on West 83rd Street. Staff would note that sidewalks are not provided, or planned to be provided, from this development to the nearest school, which is Mill Creek Middle School. Sidewalks will be included with public projects that improve W. 83rd Street and Mize Road, but those projects are not included in the Capital Improvement Plan at this time. Specific road improvements are required to be made to both Cedar Niles and W. 83rd Street before the construction of any homes in the subdivision. These improvements will be a part of the same public improvement plans that construct the internal street system. Cedar Niles Road requires improvements to include widening to three lanes at the intersection of West 83rd to provide a left turn lane and then tapering the widening down to two lanes, with improvements ending at the subdivision's entrance onto Cedar Niles. She showed examples from similar improvements that were previously done on Mize Road. Improvements to West 83rd Street include widening 83rd Street at the subdivision entrance to provide a left turn lane into the subdivision.

**PLANNING COMMISSION
MINUTE EXCERPTS
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The applicant is requesting multiple deviations for lot area, lot width, and corner lots. She pointed out the requested deviations on the screen, that included front yard setbacks deviations for all the lots. She then shared a graphic that showed deviations for lot width and explained several of the lots meet the minimum lot width standards.

The landscape proposed by the applicant will be installed in tracts along the arterial street frontages adjacent to the Cedar Niles and West 83rd Street right-of-way. Staff will continue to work with the applicant on the details of the landscape plan at the time of the final plat. The applicant is requesting the Planning Commission waive the requirement for fencing along both West 83rd Street and Cedar Niles Road. To mitigate this exception the applicant is proposing to plant 89 additional evergreen trees in the landscape areas along these roads. Staff recommends the Planning Commission not grant this exception and require the applicant to provide fencing on both West 83rd Street and Cedar Niles Road.

The exception is not recommended by staff due to the lack of any site constraints such as extreme changes in elevation between the lots and the streets, warranting the exception to this requirement. Additionally, this subdivision is located at the convergence of a collector and arterial road. Staff is of the opinion this subdivision will set the tone for future residential development in this area of Lenexa. The city intends to follow the code requirement for collecting payment of the street trees and installing them at the appropriate time after the subdivision is constructed. That is not something the Planning Commission can waive; it is a code requirement.

In reference to the storm shelters, Christa McGaha explained that Lenexa Code is above and beyond the typical standards in requiring a storm shelter. Since the proposed homes are slab on-grade with no basements, a separate storm protection area is required. Homes over 1,000 feet away from the community storm shelter will be required to have their own storm shelter; the other homes will have the option to install a safe room. There are 36 lots that do not meet the 1,000-foot vicinity standard for storm shelters; those homes will be required to install a safe room in the home. The storm shelter, proposed on Lot 20, is required to be in place prior to the occupancy of any units during phase one or phase two of the proposed development. Additionally, a final plan of the proposed storm shelter and parking lot will be required and can be submitted in conjunction with the final plat for this project.

Staff is recommending approval of the rezoning from Agricultural to RP-1, Planned Residential (Low-Density) District. Staff is also recommending approval of the preliminary plat with the requested deviations for lot width, lot area, and front yard setbacks with no stipulations.

Chairman Poss opened the public hearing.

Becky L'Ecuyer, who resides at 27985 West 89th Street in Lenexa, commented the applicant's proposal looks like lovely homes. She has lived in that area since 1992 and travels 83rd Street regularly. She is concerned about traffic and everything that is being built around St. James Academy. She travels to Olathe for work and what use to take 12 minutes can now take up to 35 to 40 minutes on a bad day. There have been numerous accidents on 83rd Street, including a couple of fatalities since she has lived in the area. There are also kids riding bikes in that area. She understands there are plans to add lanes, but asked what is happening from K-7 down to Cedar Niles? She also asked what the expected increase in population will be from the applicant's proposed 103 homes.

**PLANNING COMMISSION
MINUTE EXCERPTS
August 30, 2021**

Chuck Young, who resides at 8800 Hillside Drive, said he has lived in the area for more than 25 years. He likes the area because it is quiet and not densely populated. He is also concerned about traffic and asked if there will be a stoplight installed in the area? He stated he has not had to deal with traffic problems for 25 years and he is all for growth, just not in his backyard.

Chairman Poss entertained a motion to **CLOSE** the public hearing. Moved by Commissioner Horine, seconded by Commissioner Harper, and carried by a majority voice vote.

PLANNING COMMISSION DISCUSSION:

Chairman Poss asked Tim Collins if the road improvements on 83rd Street and Cedar Niles will be a city project or the responsibility of the developer? Tim Collins responded it will be the developer's responsibility and be constructed in conjunction with their internal road system. It will be one set of public improvement plans that builds their internal road system, as well as the improvements to 83rd and Cedar Niles. Tim Collins went on to state city staff does not have concerns with the road capacity because this is considered a small subdivision. He went on to state they are concerned with several of the safety aspects, that is why the developer is required to provide the left turn lanes as well as improve Cedar Niles. The road will continue to be a rural cross-section because there won't be curb and gutter. It will still be a ditch section but will meet the city standard in terms of having the proper width.

Chairman Poss said the staff report mentioned sidewalks being deferred and being included in a Capital Improvement Project. He asked if the sidewalks will be included when 83rd Street is widened from K-7 Highway to Desoto? Tim Collins replied the reference to the Capital Improvement Plan was meant to be the ultimate configuration of 83rd Street, a four-lane divided roadway. He continued by stating it is not reasonable to ask the applicant to build a four-lane divided arterial for such a small subdivision, however, we do want to make sure the safety concerns are being addressed. That is why the applicant is responsible for widening 83rd Street and installing a left turn lane.

Chairman Poss asked Tim Collins what impact the subdivision will have on the street network. Tim Collins responded the traffic generated by this subdivision will not warrant signal at 83rd Street and Cedar Niles.

Chairman Poss then asked Tim Collins about the timeframe for widening 83rd Street. Tim Collins responded he does not anticipate it happening in the next five to ten years, as it will be development driven.

Commissioner Horine addressed the applicant saying they are requesting several lot deviations and the renderings on the houses look wide, he asked how wide the houses are? Austin Chamberlin replied they range from 40 to 55 feet wide. He pointed out the width of the proposed homes on the renderings shown on the screen.

Commissioner Horine then asked the applicant if the homes they have built in other developments are also ranch homes? Austin Chamberlin responded yes.

Commissioner Horine asked if the storm shelter will look like a house? The applicant responded yes. Commissioner Horine then asked if everyone in the neighborhood that does not have their own storm shelter will be able to access the house. The applicant responded, yes.

**PLANNING COMMISSION
MINUTE EXCERPTS
August 30, 2021**

Commissioner Horine commented he was not in favor of waiving the fence requirement on the arterial streets. He stated a fence has been required throughout the city, it has served its purpose well and he thinks they should continue. Austin Chamberlin replied a wood fence with the proposed thick landscaping buffer would get lost and require repeated maintenance, so they are trying to provide the least amount of maintenance while still giving a great look. He continued by stating they think all the landscaping that is planned would be so thick that over the next five to eight years a fence would totally get lost.

Commissioner Leib asked if they are talking about the fencing just along the lot lines and the common tracts would that not be fenced? Scott McCullough commented this project is a bit unique because so much of the frontage is within the stream buffer and part of a landscape tract. The intent of the code is to prevent individual lot owners from putting a hodgepodge of fencing up, so it is good to get the Commissioner's thoughts and understanding on whether an exception should be provided for the open areas or do they really want the fencing along everything. He stated the staff wants uniformity when it comes to the individual lots.

Commissioner Leib responded, if they are only talking about eight lots that are adjacent to the total of both streets, it is not unreasonable to have a fence requirement there. He went on to state if we are requiring the fence to include the property that does not back up to individual lots, he could understand why having just landscaping along with the exposed streamway corridors would make more sense. He is still unclear as to the requirement for these circumstances and asked what would be required if we did not allow a deviation? Scott McCullough responded, per Code a fence and landscaping are required. The Code says "a fence or wall shall be constructed within the residential fence buffer except when the Planning Commission shall for good cause shown determine that such fence or wall is not required." He continued by stating the Code states the fence shall be visually interesting to the passersby.

Commissioner Leib commented it would make sense to continue the fence requirement along the lot lines but not necessarily on the streamway buffer tracts. Commissioner Horine said he agreed with Commissioner Leib.

Commissioner Handley thanked the applicants for holding a neighborhood meeting since it is not required. He continued by stating he understands construction on the homes may not begin until the storm shelter has been constructed. Is that what the Code requires or is that staff's recommendation? Scott McCullough replied he understands it to be a building code requirement. Commissioner Handley stated he was curious if houses constructed with their own storm shelter can be built prior to the community storm shelter. Scott McCullough responded that is something we would work with the applicant on, the intent is to meet building code, but we wanted to make sure the expectation was understood.

Commissioner Handley commented the Commission has allowed an exception to the fencing requirement because a significant berm was proposed. In this case, the addition of trees above and beyond what is required is something worth considering for an exception.

Commissioner Burson commented he is in favor of Commissioner Leib's and Commissioner Horine's comments relative to fencing. If a fence is not required with construction of the development, there will end up being a hodgepodge of fences and we want to create uniformity along the roadways. The

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streamway corridors will never have fences so he is in support of an additional landscape buffer in those areas.

Commissioner Leib said the 60-plus homes that would be covered by the singular building storm shelter would obviously not have 60-plus parking spaces installed. He asked if there is a specific parking requirement for a community storm shelter? Christa McGaha replied staff asked the applicant to install a parking lot out of practicality and the applicant has shown the parking lot on their plans.

Chairman Poss stated the storm shelter is outside of the Planning Commission's purview, it is part of the building code requirements and is included on the site plan. He asked the applicant to explain how the storm shelter works and what it would look like? He also asked what was behind their business decision to build a free-standing storm shelter instead of putting safe rooms in every home. He stated there is obviously a cost associated with providing a community storm shelter, but does that cost outweigh itself when you are losing a lot and building a free-standing structure? He went on to ask how you provide parking for all the residents and do they have other subdivisions where they have also provided a community shelter?

Austin Chandler responded a community storm shelter is common in multi-family communities. He stated walking 1,000 feet takes about two minutes. Every home within the subdivision has the option for an individual shelter. He stated it would add approximately \$8,000 to the cost of the home and takes a portion of the space away from their home because it is a certain size. Those homes that do not meet the 1,000 feet requirement will not have the choice; they will be required to install a storm shelter in their home.

Chairman Poss asked the applicant in the homes that require the safe rooms is that placed in the garage underneath the slab or is it a room constructed inside of a closet? Austin Chandler replied the resident has both options available to them. It can be built in the garage bolted to the slab in very specific way or the safe room can be built in the master closet.

Chairman Poss asked staff if they are comfortable with seven parking stalls at the free-standing storm shelter? Scott McCullough replied when you consider the multi-family shelter case next to a parking lot that is already filled with cars, they are probably expected to get to the shelter by foot. He went on to state there is much more notification these days to allow the residents plenty of time to get to the shelter if necessary. We could not think of an example that contained these types of plans in Lenexa so it is new to us, but we will keep looking at it.

Chairman Poss addressed the applicant asking if their target consumer for the project is empty nesters? Austin Chamberlin replied everyone is their target, they are looking for anyone that would like to purchase a home in the subdivision. He said about 50% would probably be empty nesters. There are also new families that would love a brand new three-bedroom, two-bathroom home that is not priced at a million dollars. He said they have subdivisions and homes now in which residents elect not to put the safe room in their home. Austin Chambers concluded by stating safe rooms are very common in a lot of southern states.

Chairman Poss asked the applicant what the free-standing storm shelter looked like; does it look like a house? Austin Chamberlin replied correct, it will look like a house with brick and stone, have a garage door, and windows, but inside will be concrete walls. It will be a shell but look like a single-family home on the outside.

**PLANNING COMMISSION
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Commissioner Hoyer commented she was not worried about the amount of parking for the storm shelter, as many people would likely leave their car in their garage in the event of a severe storm. She agrees with the comments made by other Commissioners relative to requiring fencing along the property lines. She concluded by stating she would be in support of the development with the motion clarifying the issue on the fencing.

MOTION:

Chairman Poss entertained a motion to recommend **APPROVAL** of the rezoning for Stone Ridge located at the southwest corner of W. 83rd Street and Cedar Niles Road from AG, Agricultural to RP-1, Planned Residential (Low-Density) District. Moved by Commissioner Leib, seconded by Commissioner Horine, and carried by a majority voice vote.

Chairman Poss entertained a motion to recommend **APPROVAL** of the preliminary plat for Stone Ridge located at the southwest corner of W. 83rd Street and Cedar Niles Road with the stipulation that a uniform fence be provided on the eight lots backing up to W. 83rd Street and Cedar Niles Road, but not along the common tracts that contain the streamway corridor. Moved by Commissioner Leib, seconded by Commissioner Handley, and carried by a majority voice vote.

RZ 21-11

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY LOCATED AT APPROXIMATELY THE SOUTHWEST CORNER OF W 83RD STREET AND CEDAR NILES ROAD, FROM AG, AGRICULTURAL ZONING DISTRICT TO RP-1, PLANNED RESIDENTIAL (LOW-DENSITY) ZONING DISTRICT.

WHEREAS, on June 28, 2021, Justin Milburn of Milburn Civil Engineering, LLC, agent for JAA Farms, L.P., owner of record, filed a request to rezone property located at approximately the southwest corner of W. 83rd Street and Cedar Niles Road, from AG, Agricultural Zoning District to RP-1, Planned Residential (Low-Density) Zoning District; and

WHEREAS, on August 30, 2021, the Lenexa Planning Commission held a public hearing to hear the rezoning request. Notice for the public hearing was provided in accordance with K.S.A. 12-757; and

WHEREAS, on August 30, 2021, the Lenexa Planning Commission recommended approval of said rezoning, as reflected in the minute record for said meeting; and

WHEREAS, on September 21, 2021, the Governing Body considered the rezoning request and Planning Commission recommendation, as reflected in the minute record for said meeting; and

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

SECTION ONE: The real estate described as:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 12, RANGE 23 OF JOHNSON COUNTY, KANSAS.

EXCEPT:

A TRACT OF LAND 230 FEET EAST AND WEST AND 570 FEET NORTH AND SOUTH IN THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 12, RANGE 23, JOHNSON COUNTY, KANSAS.

AND EXCEPT:

BEGINNING AT A POINT 230 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 12, RANGE 23, THENCE EAST 1074.24 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION,

THENCE NORTH 570 FEET, THENCE WEST 1077.21 FEET, THENCE SOUTH 570 FEET TO THE POINT OF BEGINNING.

AND EXCEPT:

A TRACT OF LAND IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 12, RANGE 23, IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 570 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER APPROXIMATELY 750 FEET TO THE CENTER OF SAID SECTION 30 (SAID POINT BEING THE APPROXIMATE CENTER OF WEST 83RD STREET); THENCE EAST 550 FEET ALONG THE NORTH LINE OF SAID NORTH HALF OF SAID SOUTHEAST QUARTER OF SECTION 30, THENCE SOUTH 550 FEET;

THENCE EAST 987 FEET; THENCE SOUTH 770 FEET; THENCE WEST 250 FEET; THENCE NORTH 570 FEET; THENCE WEST 1,287.21 FEET TO THE POINT OF BEGINNING.

AND EXCEPT: THE SOUTH 208.71 FEET OF THE EAST 208.71 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 12, RANGE 23, JOHNSON COUNTY, KANSAS. AND FURTHER EXCEPT ANY PART IN STREETS AND ROADS.

now zoned AG, Agricultural is hereby rezoned to RP-1, Planned Residential (Low Density) as described above and as reflected in the minute record of the September 21, 2021, Governing Body meeting.

SECTION TWO: The Community Development Director is hereby directed to amend the series of maps entitled "Official Copy Zoning District Map of the City of Lenexa" as adopted by the City via City Code Section 4-1-A-6(A) in accordance with said rezoning.

SECTION THREE: This Ordinance shall be construed as follows:

- A. Liberal Construction. This Ordinance shall be liberally construed to effectively carry out its purposes that are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.
- B. Savings Clause. The repeal of any ordinance or code section, as provided herein, shall not affect any rights acquired, fines, penalties, forfeitures or liabilities incurred thereunder, or any action or proceeding commenced under or by virtue of the ordinance or code section repealed. Any ordinance or code section repealed continues in force and effect after the passage, approval, and

publications of this Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities and proceedings.

- C. Invalidity. If for any reason any chapter, article, section, subsection, sentence, portion, or part of this Ordinance, or the application thereof to any person or circumstance is declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance, the Lenexa City Code, or other ordinances.

SECTION FIVE: This Ordinance shall take effect after publication of an ordinance summary in the City's official newspaper as provided by State law.

PASSED by the Governing Body September 21, 2021.

SIGNED by the Mayor September 21, 2021.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

David Jack, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 10

SUBJECT: Consideration of tax abatement and issuance of industrial revenue bonds for Lenexa Logistics Centre North Phase II Building 11 at the northwest corner of College Boulevard and Renner Boulevard

CONTACT: Sean McLaughlin, City Attorney

DATE: September 21, 2021

ACTION NEEDED:

- a. Conduct a public hearing; and
- b. Adopt a resolution determining the intent of the City to issue approximately \$23,525,000 million in industrial revenue bonds (IRBs) and approving a 10-year tax abatement with payment in lieu of taxes (PILOT) agreement.

PROJECT BACKGROUND/DESCRIPTION:

The City Council adopted Resolution 2019-122 authorizing the issuance of \$120 million in IRBs for various buildings in the Lenexa Logistics Centre North Phase II business park on November 5, 2019. This master resolution also approved a 10-year tax abatement for the business park. The abatement will have a fixed PILOT agreement for each phase of the business park resulting in an effective abatement of approximately 71%. BLNP, LLC ("Applicant"), an entity related to Block Real Estate Services, submitted an IRB application for Building 11 of the Lenexa Logistics Centre North Phase II. The IRBs will be used to construct and finance Building 11, which is an approximately 200,000 square foot commercial warehouse/office building within the business park ("Project"). Building 11 will be located east of Mill Creek Road and north of College Boulevard. The total estimated cost is \$23,525,000 million with expected completion by the end of 2022.

The Applicant has also requested a tax abatement with a fixed PILOT for the Project. As provided in the Master Resolution of Intent, the fixed PILOT is based upon an annual total tax of \$1.20/square foot and a 200,000 square foot building at substantial completion. The PILOT increases 2% each year of the abatement. The PILOT payments will be paid in accordance with the terms and conditions of the PILOT agreement.

The Applicant is estimated to currently pay about \$62 in annual property taxes for the 15-acre parcel on which the Project will be located. The requested tax abatement by year, including abatement percentage and PILOT payment amount, is as follows:

Year of Abatement	Abatement Amount	PILOT Payment
1	88%	\$28,800
2	85%	\$36,720
3	85%	\$37,454
4	83%	\$43,297
5	83%	\$44,163
6	60%	\$105,991
7	60%	\$108,110
8	58%	\$115,786
9	58%	\$118,102
10	55%	\$129,069

The tax abatement for the Project is higher than generally allowed by policy, but staff believes the higher amount is warranted due to development and tenant costs associated with the Project. Additionally, the issuance of the bonds for this Project will be subject to an origination fee and the Applicant has agreed to waive the maximum cap on such origination fee. If the tax abatement is approved, the City would enter into a PILOT agreement with the Applicant. After the tax abatement ends, the Project would go back on the tax rolls. Notice of the public hearing was published as required by state statute. In addition, notice was distributed to the Board of County Commissioners and the USD #233 (Olathe School District) School Board.

The City Council will hold a public hearing on September 21, 2021, after which the Council will consider the requested tax abatement and resolution of intent to issue the IRBs. Doug Robinson, Chief Financial Officer, prepared a cost-benefit analysis, which shows a positive net benefit for all taxing jurisdictions. The PILOT also includes the City's standard terms and conditions including payment of required fees and annual certification and civic involvement during the developer PILOT term.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

IRBs are not backed by the full faith and credit of the city. The Applicant is responsible for repayment of the bonds and all fees related to the bond issue including the uncapped origination fee. The net impact of the proposed abatement is a 71% tax abatement over the 10-year abatement period.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Thriving Economy

Guiding Principles
Responsible Economic Development

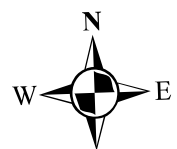
ATTACHMENTS

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



Lenexa Logistics North Phase II Building 11

0 145290 580 870 1,160
Feet



RESOLUTION NO. 2021-_____

RESOLUTION DETERMINING THE INTENT OF THE CITY OF LENEXA, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE AGGREGATE AMOUNT OF \$23,525,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL OFFICE AND WAREHOUSE PROJECT FOR THE BENEFIT OF BLNP, LLC OR ITS SUCCESSORS AND ASSIGNS (LENEXA LOGISTICS CENTRE NORTH PHASE II – BUILDING 11).

WHEREAS, the City of Lenexa, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, on November 5, 2019, the City approved Resolution No. 2019-122, which was subsequently amended on December 3, 2019 by Resolution No. 2019-136, (collectively, the “Master Resolution of Intent”) expressing its intent to issue approximately \$120,000,000 principal amount of industrial revenue bonds under the Act for the purpose of acquiring, constructing and equipping one or more buildings and facilities on approximately 148.5 acres at the northwest corner of the intersection of Renner Boulevard and College Boulevard in the Lenexa Logistics Centre North Phase II to be used for commercial purposes (the “Master Project”) and leased to the Company, its successors and assigns, subject to the conditions set forth in the Master Resolution of Intent; and

WHEREAS, BLNP, LLC (“Company”), a Kansas limited liability company in good standing and authorized to do business in Kansas, submitted to the City an application requesting that the City finance the cost of acquiring, constructing and equipping an approximately 200,000 sq. ft. commercial warehouse and office facility located east of Mill Creek Road and north of College Boulevard (“Project”), within the Master Project through the issuance of its industrial revenue bonds in the approximate principal amount of \$23,525,000, and to lease the Project to the Company in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of industrial revenue bonds under the Act in the approximate principal amount of \$23,525,000, said bonds to be payable solely out of rentals, revenues

and receipts derived from the lease of the Project by the City to the Company or with City consent, to Company's successors or assigns; and

WHEREAS, the Company also requests that the City consider granting an exemption from ad valorem taxes for the Project in accordance with K.S.A. 79-201a and has indicated its intent to make payments in lieu of tax; provided, however, such exemption is further conditioned upon compliance with State law and the Payment in Lieu of Tax Agreement to be entered into among the City and the Company.

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

Section 1. Approval of Project. The Governing Body of the City hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the City of Lenexa, Kansas, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, and the issuance of the City's industrial revenue bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Intent to Issue Bonds. The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of industrial revenue bonds of the City in the approximate principal amount of \$23,525,000 (the "Bonds") to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the City expresses its intent to (i) issue its Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the base lease from the Company to the City and a lease (with an option to purchase) of the Project from the City to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of said Bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) passage and publication of an ordinance authorizing the Bonds and obtaining any other necessary governmental approvals; (ii) agreement by the City, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the City's policies relating to the issuance of industrial revenue bonds and ad valorem tax abatement, including payment of the City's origination fee and all costs of issuance; and (iv) delivery of an opinion of Bond Counsel with respect to the validity of the Bonds in a

form acceptable to the City and the purchaser of the Bonds and delivery of an opinion from counsel to the Company for the benefit of the City in a form acceptable to the City.

Section 5. Sale of the Bonds. The sale of the Bonds shall be the responsibility of the Company and shall be privately placed with the Company, an affiliate of the Company or Company's lender; provided, however, all arrangements for the sale of the Bonds shall be acceptable to the City. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into contracts and purchase orders in connection therewith and to advance such funds as may be necessary to accomplish such purposes, and to the extent permitted by law, the Company may be reimbursed for such expenditures out of the proceeds of the Bonds, when and if issued, to the extent permitted by law. Notwithstanding such authorization, the Company proceeds at its own risk and if for any reason, the Bonds are not issued, the City shall have no liability to the Company for any reason, including the repayment to the Kansas Department of Revenue of any retailers' sales tax exemption utilized by the Company for which the Company shall indemnify and hold the City harmless.

This Resolution shall terminate on December 31, 2022 unless (i) the Bonds have been issued by the City or (ii) the Company has obtained from the City a building permit for the Project and is diligently pursuing construction to completion. The City, upon the written request of the Company, may extend this time period.

Section 6. Benefit Analysis and Public Hearing. In accordance with K.S.A. 12-1749d, the City caused an analysis of the costs and benefits of an exemption from ad valorem taxes for the Project be prepared pursuant to K.S.A. 79-201a *Second* and the results are favorable to all taxing jurisdictions. The City sent the governing body of the County and the unified school district in which the Project is located a notice of the public hearing to consider the proposed tax exemption for property financed with the proceeds of the Bonds and published such notice in the official City newspaper at least 7 days prior to the date set for public hearing.

Section 7. Ad Valorem Tax Abatement; Payment in Lieu of Taxes. The City hereby determines that pursuant to the provisions of K.S.A. 79-201a *Second*, the Project purchased or constructed with the proceeds of the Bonds is eligible for an exemption from ad valorem property taxes for ten (10) years commencing the year following the year in which the Bonds are issued, provided proper application is made therefor. The City further determines that the Project shall be exempt from such taxes for ten (10) years, commencing in the year after the Bonds are issued, subject to an annual payment in lieu of taxes and other terms and conditions of a PILOT Agreement (as defined below). In making such determination the Governing Body of the City has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. Such determination of tax exemption is conditioned on the issuance of the Board of Tax Appeals ("BOTA") of an order exempting the Project from ad valorem taxation in accordance with Kansas law, including K.S.A. 79-201a *et seq.* or K.S.A. 74-50-115. The Company is responsible for preparing such BOTA exemption application,

paying all fees related thereto and providing the same to the City for its review and submission.

Section 8. PILOT Agreement. The Mayor is further authorized and directed to execute and deliver the Payment in Lieu of Tax Agreement between the City and the Company (the “PILOT Agreement”) on behalf of, and as the act and deed of the City, in substantially the same form as **Exhibit A**, attached hereto with such corrections or amendments thereto as the Mayor, upon recommendation of the City Attorney, may approve as evidenced by his execution thereof.

Section 9. Limited Obligations of the City. The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Base Lease and Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of such Bonds, as provided in the Indenture. The Bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 10. Required Disclosure. Any disclosure document prepared in connection with the private placement of the Bonds shall contain substantially the following disclaimer:

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE CITY CONTAINED UNDER THE CAPTIONS “THE CITY” AND “LITIGATION - THE CITY” HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE CITY, AND THE CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 11. Benefit of Resolution. This Resolution will inure to the benefit of the City and the Company. The City may, at the written request of the Company, assign all or a portion of the Company’s interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 12. Further Action. Counsel to the City and Kutak Rock, LLP, Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents

necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 13. Effective Date. This Resolution shall take effect and be in full force immediately after its passage.

ADOPTED by the Lenexa City Council on September 21, 2021.

SIGNED by the Mayor on September 21, 2021.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney

EXHIBIT A
PAYMENT IN LIEU OF TAX AGREEMENT

Exhibit A

#RBRX6PAZ0D49X4v1



**CITY COUNCIL
MEMORANDUM**

ITEM 11

SUBJECT: Resolution approving the fiscal year 2022-2026 Capital Improvement Program

CONTACT: Beccy Yocham, City Manager
Doug Robinson, Chief Financial Officer

DATE: September 21, 2021

ACTION NEEDED:

- a. Conduct a public hearing, and
- b. Adopt a resolution approving the fiscal year 2022-2026 Capital Improvement Program (CIP).

PROJECT BACKGROUND/DESCRIPTION:

The recommended fiscal year 2022-2026 CIP is approximately \$225 million and includes 39 funded capital projects. As required by the City's CIP policy, the Planning Commission reviewed the recommended CIP on August 30, 2021 and the Governing Body reviewed the recommended CIP at the September 14, 2021 Committee of the Whole meeting. In addition, the City published the recommended CIP document on the City's website and published the public hearing notice in the Kansas City Star on September 10, 2021. The [Recommended CIP document](#) is available on the City's website.

The primary funding sources for the recommended CIP are:

- General Fund revenues (\$64 million),
- General Obligation Bonds (\$61 million),
- The 3/8-cent sales/use tax (\$32 million), and
- The County 1/4-cent sales/use tax (\$16 million).

The primary uses of funding are:

- Street/bridge/traffic projects (\$94 million),
- Facility projects (\$77 million), and
- Parks and recreation projects (\$24 million).

The facility component of the CIP includes funding for the new Lenexa Justice Center to be constructed at the southwest corner of Prairie Star Parkway and Britton Street. In addition, the parks and recreation component of the CIP includes funding for the Indian Trails Aquatics Center improvements and reconstruction of Ad Astra Pool (per the City Council's acceptance of the Lenexa Aquatics Study on June 15, 2021).

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The CIP is the formal capital plan for the City and establishes the maximum expenditure amount for each approved capital project. The Governing Body may consider amendments to the CIP as needed throughout the year to add or remove projects and to adjust project budget amounts.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation
Vibrant Neighborhoods

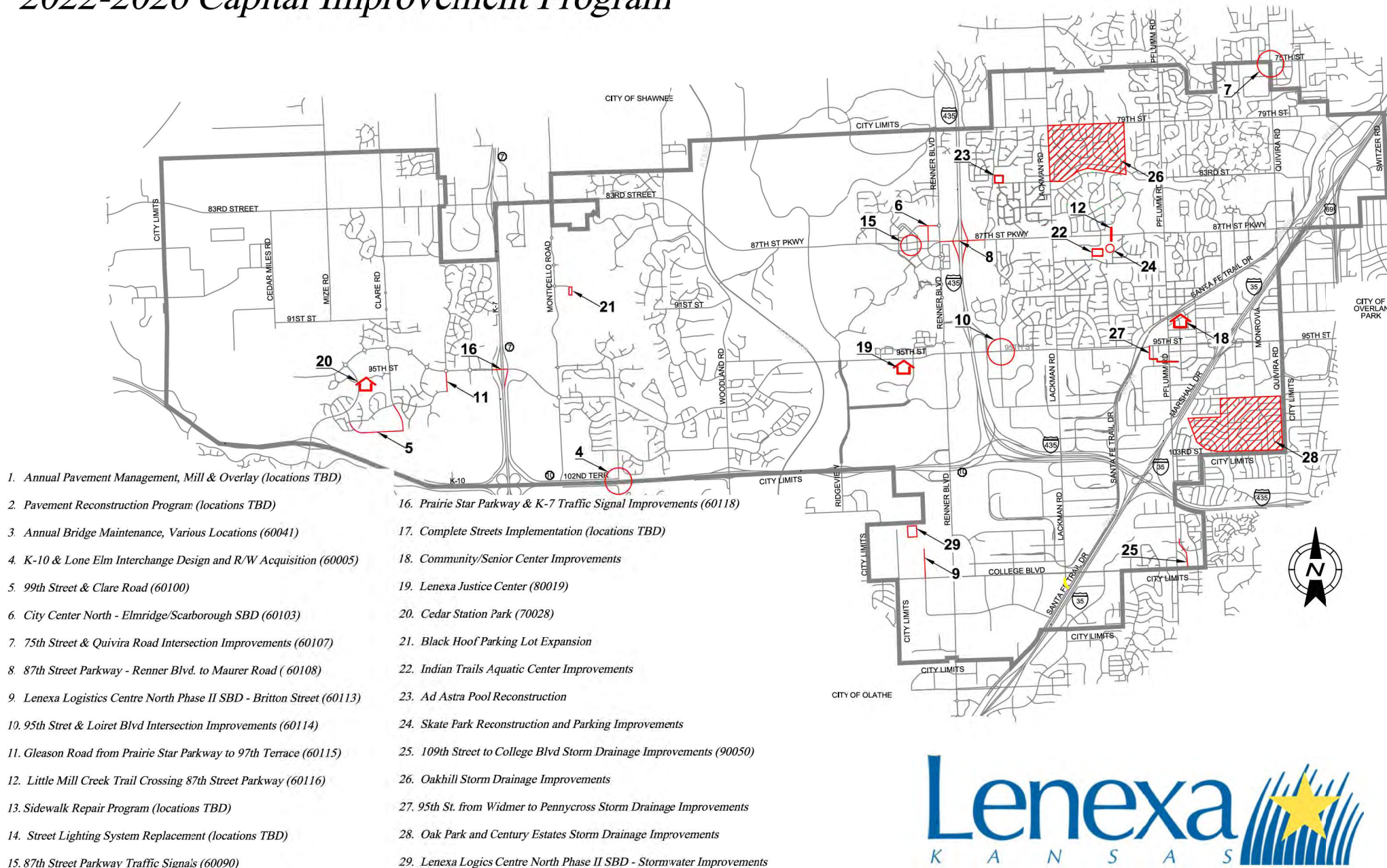
Guiding Principles

Superior Quality Services
Prudent Financial Management
Strategic Community Investment
Extraordinary Community Pride

ATTACHMENTS

- 1. Map
- 2. Exhibit
- 3. Resolution

2022-2026 Capital Improvement Program



City of Lenexa
FY2022 - 2026 Recommended Capital Improvement Program (CIP)
Funded Project Expenditures by Year

Year Capital Expenditures are Incurred

Prj No.	Project Title	Prior Years	Budget 2021	2022	2023	2024	2025	2026	Total
STREETS/BRIDGES									
60120	Pavement Management Program	0	8,252,000	5,538,000	5,668,000	5,803,000	5,947,000	6,090,000	37,298,000
New	Pavement Reconstruction Program	0	0	2,500,000	2,500,000	0	0	0	5,000,000
60041	Bridge Maintenance	0	460,000	270,000	270,000	270,000	270,000	270,000	1,810,000
60005	K-10 & Lone Elm Interchange Design and ROW Acquisition	3,434,274	0	0	4,049,726	0	0	0	7,484,000
60100	99th Street & Clare Road	97,937	833,563	6,833,500	0	0	0	0	7,765,000
60103	City Center North Scarborough/Elmridge Street SBD	242,168	0	7,557,832	0	0	0	0	7,800,000
60107	75th Street & Quivira Road Intersection Improvements	0	50,000	388,000	0	0	0	0	438,000
60108	87th Street Parkway Improvements - Renner Blvd. to Maurer Road	895,709	89,910	7,414,381	0	0	0	0	8,400,000
60113	Lenexa Logistics Centre North Phase II - Britton St. Improvements	0	0	5,140,000	0	0	0	0	5,140,000
60114	95th Street & Loiret Boulevard Intersection Improvements	0	278,000	1,570,000	0	0	0	0	1,848,000
60115	Gleason Road from Prairie Star Parkway to 97th Terrace	142,124	669,176	180,700	0	0	0	0	992,000
60116	Little Mill Creek Trail Crossing 87th Street Parkway	102,438	117,562	2,046,000	0	0	0	0	2,266,000
60117	Sidewalk Repair Program	0	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
	Subtotals	4,914,650	11,050,211	39,738,413	12,787,726	6,373,000	6,517,000	6,660,000	88,041,000
TRAFFIC									
60042	Street Lighting System Replacement	0	0	460,000	460,000	460,000	460,000	460,000	2,300,000
60090	87th Street Parkway Traffic Signals	610,688	0	260,000	315,312	0	0	0	1,186,000
60118	Prairie Star Parkway & K-7 Traffic Signal Improvements	70,785	129,215	1,549,000	270,000	0	0	0	2,019,000
60119	Complete Streets Implementation	0	360,000	110,000	110,000	110,000	110,000	110,000	910,000
	Subtotals	681,473	489,215	2,379,000	1,155,312	570,000	570,000	570,000	6,415,000
PUBLIC BUILDINGS									
Fund 73	Facilities Improvements & Maintenance	0	2,378,476	500,000	500,000	500,000	500,000	500,524	4,879,000
80018	Traffic Maintenance & Sign Shop Study	0	0	50,000	0	0	0	0	50,000
New	Old City Hall Facility Renovation Study	0	0	50,000	50,000	0	0	0	100,000
New	Fire Station #6 Apparatus Covered Storage	0	175,000	200,000	0	0	0	0	375,000
80019	Community Center and Senior Center Improvements	0	0	3,714,000	3,364,000	0	0	0	7,078,000
80020	Lenexa Justice Center	0	4,148,000	25,611,000	35,241,000	0	0	0	65,000,000
	Subtotals	0	6,701,476	30,125,000	39,155,000	500,000	500,000	500,524	77,482,000
PARKS & RECREATION									
70012	Playground Equipment Replacement	1,493,684	0	0	210,000	225,000	169,316	0	2,098,000
70028	Cedar Station Park Development	43,920	61,080	872,000	0	0	0	0	977,000
New	Black Hoof Park Parking Lot Expansion	0	25,000	315,000	0	0	0	0	340,000
New	Indian Trails Aquatics Center Improvements	0	630,000	5,640,000	8,730,000	0	0	0	15,000,000
New	Ad Astra Pool Reconstruction	0	0	0	0	300,000	3,700,000	0	4,000,000
New	Skate Park Reconstruction and Parking Improvements	0	0	65,000	935,000	0	0	0	1,000,000
70029	Parks and Recreation Master Plan Update	0	0	100,000	0	0	0	0	100,000
	Subtotals	1,537,604	716,080	6,992,000	9,875,000	525,000	3,869,316	0	23,515,000

City of Lenexa
FY2022 - 2026 Recommended Capital Improvement Program (CIP)
Funded Project Expenditures by Year

Year Capital Expenditures are Incurred

Prj No.	Project Title	Prior Years	Budget 2021	2022	2023	2024	2025	2026	Total
STORMWATER									
90055	Stormwater Infrastructure Replacement	0	2,686,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	9,186,000
90050	109th Street to College & Pflumm Storm Drainage Improvements	66,203	1,433,797	1,175,000	0	0	0	0	2,675,000
90057	Oakhill Storm Drainage Improvements	189,963	1,912,037	618,000	0	0	0	0	2,720,000
New	95th/Widmer to Pennycross Storm Drainage Repair	0	145,000	1,900,000	0	0	0	0	2,045,000
New	Oak Park & Century Estates Storm Drainage Improvements	0	150,000	1,675,000	0	0	0	0	1,825,000
90059	Lenexa Logistics Centre North Phase II - Stormwater Improvements		200,635	1,569,365	0	0	0	0	1,770,000
	Subtotals	256,166	6,527,469	8,237,365	1,300,000	1,300,000	1,300,000	1,300,000	20,221,000
MAJOR CAPITAL EQUIPMENT & OTHER PROJECTS									
85039	Gateway Monument Program	7,382	0	0	610,618	232,000	0	0	850,000
10037	Fire Apparatus Annual Replacement	0	0	2,500,000	0	1,600,000	1,050,000	1,250,000	6,400,000
85040	City Center East Lot 1 project	0	0	2,300,000	0	0	0	0	2,300,000
	Subtotals	7,382	0	4,800,000	610,618	1,832,000	1,050,000	1,250,000	9,550,000
	Total Cost Funded Projects	7,397,275	25,484,451	92,271,778	64,883,656	11,100,000	13,806,316	10,280,524	225,224,000

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2022-2026 CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF LENEXA, KANSAS.

WHEREAS, the 2022-2026 Capital Improvement Program (“CIP”) and projects associated therewith have been discussed by the Governing Body at various City Council meetings, Committee of the Whole meetings, and other public meetings; and

WHEREAS, the 2022-2026 CIP is a component of the Fiscal Year 2022 Annual Budget which provides the Planning Commission and the City with information related to capital needs for future development, as well as providing a financial forecast and analysis of those needs for the Governing Body; and

WHEREAS, a copy of the proposed 2022-2026 CIP was posted on the City’s website to allow informal public comment and questions; and

WHEREAS, the City of Lenexa Planning Commission reviewed and recommended adoption of the 2022-2026 CIP on August 30, 2021; and

WHEREAS, a public hearing was conducted at the September 21, 2021 City Council meeting to answer and hear any objections of taxpayers relating to the proposed 2022-2026 CIP; and

WHEREAS, a copy of the recommended 2022-2026 CIP will remain available for review by the public on the City’s website; and

WHEREAS, the Governing Body believes it is in the best interest of the City to adopt the recommended 2022-2026 CIP.

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 adopt the 2022-2026 Capital Improvement Program as presented at the September 21, 2021 City Council meeting.

SECTION TWO: This Resolution shall take effect and be in force from and after its passage.

ADOPTED by the City Council this 21st day of September, 2021.

SIGNED by the Mayor this 21st day of September, 2021.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 12

SUBJECT: Resolution authorizing the transfer of funds from the General Fund to the Capital Improvement Fund, Equipment Reserve Fund, and Facilities Maintenance Fund in fiscal year 2021

CONTACT: Doug Robinson, Chief Financial Officer

DATE: September 21, 2021

ACTION NEEDED:

Adopt a resolution authorizing the transfer of funds from the General Fund to the Capital Improvement Fund, Equipment Reserve Fund, and Facilities Maintenance Fund in fiscal year 2021.

PROJECT BACKGROUND/DESCRIPTION:

During the fiscal year 2022 budget process and the 2022-2026 Capital Improvement Program (CIP) process, staff proposed transferring \$22 million from the General Fund to the Capital Improvement Fund to finance capital projects. In addition, staff proposed transferring \$1 million from the General Fund to the Equipment Reserve Fund for future equipment replacement and \$1 million from the General Fund to the Facilities Maintenance Fund for future facility maintenance projects. The transfers would be funded from excess General Fund reserves, which are available due to positive financial results in fiscal years 2019 and 2020 and continued positive financial trends in fiscal year 2021.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The General Fund reserve requirement is 30% to 35% of annual General Fund revenues per City policy. If the transfers are approved, staff estimates the General Fund reserve as of December 31, 2021 will continue to exceed the 30% minimum required reserve.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation
Vibrant Neighborhoods

Guiding Principles

Prudent Financial Management
Strategic Community Investment
Superior Quality Services
Extraordinary Community Pride

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2021-

A RESOLUTION APPROVING TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE EQUIPMENT RESERVE FUND, CAPITAL IMPROVEMENT FUND, AND THE FACILITIES MAINTENANCE FUND.

WHEREAS, pursuant to K.S.A. 12-1,117 and K.S.A. 12-1,118, the City established and maintains an Equipment Reserve Fund, Capital Improvement Fund, and Facilities Maintenance Fund; and

WHEREAS, the Governing Body Reserve Funds Policy GB-Finance-1 ("Reserve Funds Policy") authorizes transfers from the General Fund into the Equipment Reserver Fund, Capital Improvement Fund and Facilities Maintenance Fund and other City Funds as long as such transfer does not cause the City to fall below the minimum reserve amounts established by the Reserve Funds Policy; and

WHEREAS, the Lenexa Chief Financial Officer (CFO) recommends transferring an amount not to exceed \$1,000,000 from the City General Fund to the Equipment Reserve Fund, an amount not to exceed \$22,000,000 to the Capital Improvement Fund, and an amount not to exceed \$1,000,000 from the City General Fund to the Facilities Maintenance Fund; and

WHEREAS, funds are available for this transfer due to positive financial results in fiscal year 2019 and 2020; and

WHEREAS, the contemplated fund transfer will not cause the City to fall below the minimum reserve amounts established by the Reserve Funds Policy.

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

SECTION ONE: The Governing Body hereby authorizes the CFO to transfer from the General Fund to the Equipment Reserve Fund an amount the CFO determines is appropriate, provided such amount does not to exceed \$1,000,000.

SECTION TWO: The Governing Body hereby authorizes the CFO to transfer from the General Fund to the Capital Improvements Fund an amount the CFO determines is appropriate, provided such amount does not to exceed \$22,000,000.

SECTION THREE: The Governing Body hereby authorizes the CFO to transfer from the General Fund to the Facilities Maintenance Fund an amount the CFO determines is appropriate, provided such amount does not to exceed \$1,000,000.

SECTION FOUR: This Resolution shall become effective upon passage.

ADOPTED by the Governing Body this 21st day of September, 2021.

SIGNED by the Mayor this 21st day of September, 2021.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 13

SUBJECT: Resolution authorizing the Mayor to execute an agreement with Confluence, Inc. for architectural and engineering services for the Indian Trails Aquatics Center Improvements Project

CONTACT: Logan Wagler, Parks & Recreation Director
Mandy Danler, Assistant Parks & Recreation Director

DATE: September 21, 2021

ACTION NEEDED:

Adopt a resolution authorizing the Mayor to execute an agreement with Confluence, Inc. for architectural and engineering services for the Indian Trails Aquatics Center Improvements Project.

PROJECT BACKGROUND/DESCRIPTION:

On July 15, 2021, the City Council accepted the Lenexa Aquatics Study – Phase II (“Aquatics Study”) Recommendation #1 stating the City will reinvest in Indian Trails Aquatics Center to develop a modernized community aquatic center with an appropriate mix of amenities. Pursuant to the City Council's acceptance of Recommendation #1, staff solicited a Request For Qualifications (RFQs) from architectural design firms that will be responsible for working with a Construction Manager and City staff to achieve the following important goals identified in the Aquatics Study:

- Construct a facility to serve as a modernized community-wide aquatic facility with attractive amenities.
- Accommodate operational needs and flexibility for optimum programming, including, but not limited to, swim lesson programs, recreational swim and dive teams, lap lanes, water fitness activities, party rentals, and aquatic events.
- Design a facility that allows a wide range of mixed uses with minimal disruption.
- Incorporate innovative and sustainable design to create optimal conditions for serving the community while also being fiscally responsible.
- Include comfort features such as shade areas and comfortable deck spaces.

Staff received two responses to the RFQ. An internal review committee made up of representatives from City Administration, Community Development, and Parks and Recreation reviewed the proposals and interviewed both architectural design firms based on several documented criteria including:

- Past experience with this project type
- Experience with a Construction Manager at Risk delivery process

- Team member availability and experience
- Project approach and creativity

The review committee rated Confluence, Inc. as the preferred design team. Staff then negotiated with Confluence, Inc. regarding the proposed design fees, the scope of work, and team partners that the City desired to be contractually obligated to the project for its duration. Staff recommends Confluence, Inc. be awarded the design and architectural services contract due to their project team experience and knowledge of aquatic facilities, project approach, amenity creativity, and the City's own positive work history with Confluence, Inc. and the project team.

Confluence, Inc. will be the lead designer for the project. They have teamed with several other consultants for this project to provide additional expertise in aquatic design and architectural and programming services, including:

- SFS Architecture (Architecture Design);
- Water Technology, Inc (Aquatics Systems Design);
- George Butler Associates (Surveying and Civil Engineering);
- Stand Structural Engineering (Structure Design Building and Site); and
- PKMR Engineers (Mechanical, Electrical, and Plumbing).

Staff negotiated a not-to-exceed fixed fee of \$1,261,925 for the architectural and engineering services component of the project. Further details may be found in the agreement, which is available for review in the City Clerk's office.

Staff will bring forward a recommendation to the City Council on a contract for a Construction Manager at Risk in the near future.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This project will be included in the recommended 2022-2026 Capital Improvement Program.

The total project cost for the Indian Trails Aquatics Center Improvement Project is \$15 million.

Fixed architectural and engineering services fee	\$1,197,000
Site Survey	\$35,000
Reimbursable Expenses	\$29,925
Total	\$1,261,925

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Inviting Places
Healthy People
Vibrant Neighborhoods

Guiding Principles

Superior Quality Services
Strategic Community Investment
Extraordinary Community Pride
Inclusive Community Building
Values-based Organizational Culture

ATTACHMENTS

1. Map
2. Resolution
3. Presentation located in the Appendix
4. Scope of Services located in the Appendix



INDIAN TRAILS AQUATICS FACILITY - SURVEY LIMITS

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CONFLUENCE, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES RELATING TO THE INDIAN TRAILS AQUATICS CENTER IMPROVEMENTS PROJECT.

WHEREAS, the City of Lenexa ("City") has selected Confluence, Inc. as the Architect ("Architect") for the improvements to the Indian Trails Aquatics Center located at Sar-Ko-Par Trails Park along with associated infrastructure ("Project"); and

WHEREAS, City and Architect have determined the need and desire to enter an agreement for Architect services in connection with the design, bidding and construction of the Project, which include to program definition, structural, mechanical, electrical, civil, landscape architecture, plumbing, fire protection, security, AV, as well as other services necessary for the design of and preparation of construction documents for the Project; and

WHEREAS, City and Architect have read and understand the terms and conditions of the AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition as amended ("Agreement"), which is attached hereto as Exhibit "A", and made a part hereof by reference.

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Agreement between City and Architect in substantially the same form as attached hereto as Exhibit "A", and made a part hereof by reference.

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

ADOPTED by the City Council this 21st day of September, 2021.

SIGNED by the Mayor this 21st day of September, 2021.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Steven D. Shrout, Assistant City Attorney



**MINUTES OF THE
SEPTEMBER 7, 2021
LENEXA CITY COUNCIL MEETING
COMMUNITY FORUM, 17101 W 87th STREET PARKWAY
LENEXA, KS 66219**

CALL TO ORDER

Mayor Boehm called the meeting to order at 7 PM.

ROLL CALL

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

Staff present included Beccy Yocham, City Manager; Todd Pelham, Deputy City Manager; Mike Nolan, Assistant City Manager; Jennifer Martin, 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 August 17, 2021 City Council Meeting draft minutes and Councilmember Karlin seconded the motion. Motion passed unanimously.

Councilmember Sayers made a motion approve the August 24, 2021 Special City Council Meeting draft minutes and Councilmember Roh seconded the motion. Motion passed unanimously.

MODIFICATION OF AGENDA

None

PROCLAMATIONS

National Suicide Prevention Month
National Diaper Need Awareness Week September 27 – October 3

CONSENT AGENDA

1. Award a bid to Capital Electric for the CDBG Lichtenauer Drive Street Lighting Project
The bid from Capital Electric is for the installation of a new street lighting system along Lichtenauer Drive. The total bid is for \$153,117.
2. Award a bid to Capital Electric for the CDBG Old Town - Area 2 Santa Fe Trail Drive Street Lighting Project
The bid from Capital Electric is for the installation of a new street lighting system

along Santa Fe Trail Drive. The total bid is for \$229,190.

3. Acceptance of the Timbers at Clear Creek, 7th Plat public improvements for maintenance
This project constructed public street, storm, and streetlight improvements related to the Timbers at Clear Creek, 7th Plat subdivision. The project was funded by private development.
4. Resolution authorizing the dedication of permanent and temporary easements to Johnson County Wastewater for the Monticello Ranch subdivision
To serve the new single family residence in Monticello Ranch subdivision, Johnson County Wastewater (JCW) must extend the sanitary sewer easterly approximately 100 feet. JCW is requesting a permanent easement and a temporary easement.
5. Resolution consenting to the enlargement of the Consolidated Main Sewer District of Johnson County, Kansas to include property located at 8230 Gleason Road
The Consolidated Main Sewer District has requested to enlarge its sanitary sewer system in the vicinity of 83rd Street and Gleason Road, which requires City approval.
6. Resolution setting a public hearing for the fiscal year 2022-2026 Capital Improvement Program
City policy requires a public hearing to be held prior to the City Council adopting the five-year capital improvement program (CIP). The proposed resolution sets the public hearing for the fiscal year 2022-2026 recommended CIP on September 21, 2021.
7. Resolution setting a public hearing to consider amending the fiscal year 2021 budget
State law requires cities to publish notice and hold a public hearing before considering amendments to increase the annual budget. The proposed resolution sets a public hearing on October 5, 2021 to consider amendments to the fiscal year 2021 budget for the Special Highway Fund, the Special Parks and Recreation Fund, the Prairie Creek Community Improvement District (CID) Fund, the Sonoma Plaza CID Fund, the City Center Area E CID Fund, and the Lenexa Point CID Fund.
8. Ordinance amending Ordinance 5608 to modify the boundary and amend certain rules and regulations pertaining to the possession and consumption of alcoholic beverages within the Public Market Common Consumption Area
The proposed ordinance amends Ordinance 5608, which established the Public Market Common Consumption Area ("Public Market CCA"), to modify the boundary, amend the permitted hours of sale and possession, and permit the possession and consumption of alcoholic liquor that was not purchased within the Public Market CCA subject to the City Manager or designee's permission.
9. Ordinance amending Article 3-6-B of the Unified Development Code to update certain standards for blasting, to require licensing for the discharge of fireworks, and clarifying responsibilities related to permitting for blasting and fireworks
The proposed ordinance amends Article 3-6-B of the Unified Development Code regarding fireworks and blasting permits to grant the Fire Chief or a designee authority over permits, update International Fire Code references to the 2018 IFC, and modify permit applicant requirements, in addition to some smaller modifications

concerning blasting.

END OF CONSENT AGENDA

Councilmember Nolte made a motion to approve items 1-9 on the consent agenda and Councilmember Roh seconded the motion. Motion passed unanimously.

NEW BUSINESS

10. Ordinance amending Chapter 2-3 of the Lenexa City Code regarding students performing massage therapy

The proposed ordinance amends Chapter 2-3 of City Code regarding Massage Therapy to allow students studying massage therapy in an educational program to perform massage therapy on members of the public under certain parameters.

Sean McLaughlin, said that Entourage Beauty Institute wants to start a massage therapy program, which would require students to provide hands-on services as part of their training. He said that staff has received support from establishments in Lenexa that report difficulty in finding therapists for their operations.

Mr. McLaughlin said that currently only licensed massage therapists can perform massage in Lenexa, so under current code Entourage cannot operate this program. He said that City staff reviewed the request and decided the code could be amended to support the massage therapy community while maintaining the parameters that address the issues the City is most concerned about.

Mr. McLaughlin said the proposed changes provide a framework for Entourage, and any other massage therapy school, to operate and allow students to perform massage on members of the community while in a program. The parameters would be:

- The school must be licensed with the City as a massage establishment;
- Every instructor in the program must be a licensed massage therapist in Lenexa;
- Massage students must obtain a student massage permit with the City;
- All students are required to comply with all the operational requirements of the Code; and
- The school must post a sign at the check-in desk that massage is being performed by unlicensed students.

Mr. McLaughlin said the permit would be valid for the entire time the student is in the program and no longer, and that after graduation, students wanting to work in Lenexa would have to apply for a massage therapist license with the City with all the required educational verifications and background checks.

Mr. McLaughlin said that this is being done to help local businesses and does not diminish the City's ability to address issues the City is most concerned about

regarding massage therapy. He said nothing in the proposed code changes how serious the City takes massage licensing and enforcement. He added that staff will continue to review and recommend changes as needed and continue to pursue prosecution of violations of the code.

Councilmember Hunt asked if a private business wants to be a massage establishment would it require a Special Use Permit (SUP) or be allowed.

Mr. McLaughlin said the SUP is a zoning issue and it may be allowed.

Beccy Yocham, City Manager, said that if personal instruction is a permitted use in a zoning district, then it would be allowed.

Mr. McLaughlin said this is strictly about licensing the massage therapy regardless of its location.

Mayor Boehm invited public comment.

Michelle Cruickshank, Entourage Institute Program Director and licensed massage therapist, said she would run the school program and could answer any questions. She said she is working to get the program approved nationally. She said she is focused on providing massage therapy training in the Kansas City Area as there is only one school remaining in operation.

Councilmember Roh asked what it means for the instructor to be on site.

Ms. Cruickshank said it means in the room with the student and the client.

Thomas Dusterhoft, 17240 Goddard St., said he is the owner of Massage Heights in Leawood. He said that Wellspring is the only massage therapy school left and his business is unable to meet community demand, which has increased dramatically, without new therapists. He said people are looking for alternate ways to stay healthy and are turning to massage. He added that client safety is extremely important, and he thinks Lenexa does a good job of policing massage activity. He vouched for Ms. Cruickshank's trustworthiness.

Gary Bodony, 13367 W. 147th Ter., said he owns two massage therapy businesses and can attest that the demand for therapists exceeds the supply. He said he supports the new school because he could use more therapists at each of his locations.

Ron Garffie, 12927 S. Widmer St., said he is the owner of Massage Envy in Lenexa. He said he is concerned that this ordinance does not require a student background check. He also said that massage therapist licenses are valid for one year and this ordinance does not state the length of time for the student permit. He asked if there would be a time limit for the students to complete the program under the permit.

Mr. McLaughlin answered Councilmember Hunt's question about SUP saying that the NP-O and CP-O zoning districts would require a SUP, but the CP-1, CP-2, CP-3, CP-4, and City Center districts would allow it by right.

Mr. McLaughlin answered Councilmember Roh's question about instructors being

required to be on site, saying that staff does not want to dictate how the school operates and require an instructor to be in the room all the time, but in the establishment, even though Ms. Cruickshank said she would be present in the room.

Mr. McLaughlin said that there is no background check for the student permit and no time limit on permit. He said staff does not know the time it would take for students to complete the program.

Mr. McLaughlin said that staff does not want to dictate or legislate every requirement, but instead give parameters for the school to operate within that are enforceable. He said staff would continue to review and address things from a public safety perspective and would come back with Code changes if things are not working as intended.

Mayor Boehm asked about the cost and process for requiring a background check for the students.

Rochelle Hole, Licensing and Permitting Technician, said that the Police Department performs the background checks for licensed massage therapists, which the therapists pay for annually through the \$75 license application fee or the \$35 renewal fee.

Mayor Boehm asked how the program would operate and if there is classroom time and practicum.

Ms. Cruickshank said that the program is 840 credit hours over a period of eight months. She then described program's classes and hands-on work with modalities and methods. She added that she would not place any students with a client without having a background check on that student. She added that the state of Missouri requires the background check as part of the student license process and having the students get a background check for their permit would not be unusual.

Councilmember Sayers asked if the one-year time limit makes sense.

Ms. Cruickshank said that one year would be sufficient. She added that there are times a student might need to take a leave of absence, but she would want a new background check to confirm legitimacy before they return to the school.

Councilmember Sayers said that if background checks are done annually for licensed therapists, it makes sense to also perform them annually for student permits.

Mr. Garffie shared different ways for schools to set up space for students to provide supervised massage in a group setting while maintaining privacy for the clients.

Ms. Cruickshank said that the way she intends to set up the room she would be able to do that while maintaining the clients' privacy. She added that clients would dress and undress alone.

Councilmember Nicks asked Ms. Cruickshank if she would be able to observe six students at once and she said yes.

Councilmember Eiterich asked if there is anything in the Code to prevent students

from working as a massage therapist in another establishment.

Mayor Boehm said that they would only have a permit, not a license, so they would not be allowed perform massage anywhere that they are not a student. Mr. McLaughlin confirmed this.

Councilmember Eiterich said that she agrees that students should have a background check and an annual permit. She added that she wants to make sure that this would apply to any other schools that could establish massage therapy programs and that those programs would be similar in length.

Ms. Yocham responded that requiring students to get a permit annually, including a background check, should eliminate that as an issue.

Councilmember Eiterich said she wants to do what is possible to encourage people in this industry and she is in support if these provisions are added to the Code.

Mayor Boehm asked about how the Code would consider this for different uses.

Scott McCullough, Community Development Director, said that would need to be reviewed, but this will get this school moving forward.

Councilmember Karlin said this has been a good discussion and he is not opposed to making minor modifications to what has been presented. He said getting too detailed on requirements could create unintended problems.

Councilmember Roh agreed with Councilmember Karlin and said he wants to make sure the requirements can be enforced and moved for approval.

Mayor Boehm asked staff if they wanted to make the changes and come back to a future meeting or make the changes as verbally discussed and approve now.

Councilmember Sayers said that only the addition of a background check and an annual permit have been discussed.

Councilmember Nicks asked how staff would incorporate Ms. Cruickshank's definition of on site to mean in the room in the Code.

Ms. Yocham said staff would prefer not to prescribe that in the Code, but to leave specific operational decisions up to the school. She said that the added background check and an annual permit would be easy changes to the proposed ordinance that are consistent with current massage therapy regulations, and staff could make those changes now; but if more specific regulations need to be considered, staff would need time to work on that.

Councilmember Hunt said he thinks this was put together well and he agrees with adding a background check requirement. He said he would prefer for businesses to have latitude. He supports the changes as written with the addition of the verbal amendments discussed.

Councilmember Roh made a motion to approve item 10 with the addition of a required student background check and the annual renewal on the student massage permit

and Councilmember Karlin seconded the motion. Motion passed unanimously.

BUSINESS FROM FLOOR

None

COUNCILMEMBER REPORTS

Councilmember Stuke said the goats are doing a great job at Sar-Ko-Par Trails Park.

Councilmember Roh asked about the due date for the resident survey recently sent out. He said the cover letter does not say when the survey needs to be returned.

Denise Rendina, Communications Director, said that there is not a due date to submit the survey because it depends on how many people respond and when. She said that there is a goal number of responses and if that number is not reached by a certain date, the company has the means to follow-up by email and phone call to solicit additional responses. She said the plan is to receive the goal number of responses by October 15th, so that the City gets initial data in November that can be presented to the Governing Body in December.

STAFF REPORTS

11. Review the June 30, 2021 quarterly financial report

Doug Robinson, Chief Financial Officer, presented a review of revenues and said the City is in a good financial position, having fared better than expected during the pandemic. He said that conservative budgeting is making 2021 another good year. He added that the City is in an excellent position to fund the Capital Improvement Program with reserves.

Mr. Robinson said that his recommendation is to stay the course and that key revenues are up \$4.5 million. He reported that all revenue indicators are positive.

Briana Burrichter, Deputy Financial Officer, reviewed the expenditure, reserve policy, debt management, investment, and economic indicators, reporting that they are all trending favorably.

Beccy Yocham, City Manager, said that next week's Committee of the Whole meeting would include a page-turn of the recommended 2022-2026 Capital Improvement Program.

Chief Vaughn thanked the Governing Body, City Manager, and City staff for supporting the deployment of a Lenexa fire truck and four firefighters to help with the Hurricane Ida relief efforts in Louisiana. He said that many people worked together quickly and coordinated with other cities in the County to make this happen.

ADJOURN

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

The meeting adjourned at 8:18 PM.

Proclamation

WHEREAS, Fetal Alcohol Spectrum Disorder (FASD) is an umbrella term that describes a range of effects that can occur when a baby is exposed to alcohol before birth; with Fetal Alcohol Syndrome (FAS) being the most recognizable condition along the spectrum; and,

WHEREAS, prenatal alcohol exposure is the leading preventable cause of birth defects and intellectual and developmental disabilities; and,

WHEREAS, 1 in 9 pregnant women report using alcohol and about 1 in 26 report binge drinking in the past 30 days; and,

WHEREAS, it is estimated that these disorders may affect up to 5% of US school children, and about 40,000 babies are born with effects of prenatal alcohol exposure annually; and,

WHEREAS, the lifetime cost for one individual with Fetal Alcohol Syndrome is estimated to be \$2 million, with a combined cost to the United States of over \$4 billion annually; and,

WHEREAS, the good health and well-being of the people of Lenexa are enhanced by the support of a local effort to educate about and prevent these disorders.

NOW, THEREFORE, I, Michael A. Boehm, Mayor of Lenexa, Kansas do hereby proclaim September 2021 in Lenexa to be

FETAL ALCOHOL SPECTRUM DISORDERS AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of September, 2021.



Michael A. Boehm
Mayor of Lenexa, Kansas

Proclamation

WHEREAS, peace embraces the deepest hopes of all people and is not only humankind's guiding inspiration, but a base necessity for human health, education, and economic opportunity; and

WHEREAS, a peace pole is an internationally recognized symbol of the hopes and dreams of the entire human family, standing vigil in silent prayer for peace on earth; and

WHEREAS, the Rotary Club of Lenexa, the Rotary Club of Western Johnson County, the Lenexa Arts Council, and the City of Lenexa have partnered to create the Lenexa Peace Poles Community Art Project; and

WHEREAS, The Peace Poles Community Art Project is a series of 39 poles designed by community members and adorned with original art and messages of peace; and

WHEREAS, the peace poles are displayed in Sar-Ko-Par Trails Park through October 31, 2021 to serve as a daily reminder that goodness comes from acts of kindness and that peace comes from goodness; and

WHEREAS, there is support within our city for the observance of the International Day of Peace, which affirms a vision of our world at peace, and fosters cooperation between individuals, organizations, and nations.

NOW, THEREFORE, I, Michael A. Boehm, Mayor of the City of Lenexa, do hereby proclaim September 21, 2021 as,

INTERNATIONAL DAY OF PEACE IN LENEXA

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of September, 2021.



Michael A. Boehm
Mayor of Lenexa, Kansas

Proclamation

WHEREAS, KC Scholars, Inc. is celebrating its 5th anniversary on September 28, 2021; and

WHEREAS, the KC Scholars program serves six Kansas City region counties, providing low- and modest-income students and returning adult learners with the opportunity to complete a postsecondary education; and

WHEREAS, KC Scholars has awarded 5,261 scholarships to students from diverse backgrounds, 228 of those students from school districts serving Lenexa; and 81% of which are individuals of color and 77% are the first in their family to attend college; and

WHEREAS, these scholarship recipients are graduating from college at rates that exceed regional, state and national rates, and the program can increase the region's postsecondary graduation rate by 10% and the region's Black and Hispanic postsecondary graduation rate by 26% by 2027; and

WHEREAS, the program's goal is for 75% of the students to graduate with a postsecondary degree, and for 80% of them to remain in the Kansas City region to live and work.

NOW, THEREFORE, I, Michael A. Boehm, Mayor of Lenexa, Kansas do hereby proclaim the 28th day of September, 2021 in the Lenexa to be

KC SCHOLARS DAY

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of September, 2021.



Michael A. Boehm
Mayor of Lenexa, Kansas

PRESENTING SPONSORSHIP AGREEMENT FOR THE 2021 LENEXA CHILI CHALLENGE

THIS AGREEMENT is entered into this ____ day of _____, 20__, by and between the City of Lenexa, Kansas (hereinafter "City") and Williams Foods LLC. (hereinafter "Sponsor").

WHEREAS, the City recognizes sponsorships as an important tool to enhance and improve the City's Festivals; and

WHEREAS, the City offers sponsorships to provide opportunities for community involvement by local businesses who desire to support and be associated with the City's Festivals; and

WHEREAS, the City established a minimum cash and/or in-kind investment of \$4,000 for any entity proposing to become a Presenting Sponsor of a City festival; and

WHEREAS, Sponsor submitted a proposal which met the minimum cash and/or in-kind amount for a Presenting Sponsor of the 2021 Lenexa Chili Challenge, and complies with all other criteria set forth in the City's Sponsorship Policy, GB-Gen-1.

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

1. Purpose of the Agreement. The parties hereby enter into this Agreement for the purpose of defining their rights and obligations related to Sponsor's sponsorship of Festival. The parties hereto understand and agree that this Agreement is for the Sponsor's exclusive presence as a Presenting sponsor at the Festival within the Sponsor's product or service category. This Agreement does not impact the Sponsor's other projects and agreements it may have with the City.
2. Benefits Provided by Sponsor.
 - a. Cash Investment: Sponsor shall make a \$4,000 payment to become a Presenting Sponsor for Festival. Payment should be payable to the City of Lenexa, Kansas and delivered to Marisa Shartzter, Recreation Superintendent, 17201 W. 87th St. Pkwy, Lenexa, Kansas, 66219. Such payment shall be made within 10 days of execution of this Agreement.
 - b. In-Kind Investment: Sponsor hereby agrees to provide the following in-kind services: Contest cooks bag giveaways valued at \$600, Grand Prize winning gift baskets (7) valued at \$25 each (\$175 total value), 10 small gift packs for Info Booth door prizes (\$150 value), chili samples (to the public) at Williams Foods sponsor booth (\$250 value), Biscuits and Gravy for volunteers and participants (\$100 value), coloring pages for the Arts & Crafts tent, I-35 signage on the Williams Foods building the week prior to the event.

3. Advertising. The City reserves the right to approve or reject any advertisement proposed by Sponsor in association with the Festival, including the content, wording, appearance or copy thereof, for any reason whatsoever and shall not be liable for subsequent damages. All advertising shall be in good taste, non-offensive, and appropriate for the general public. Before Sponsor publishes or places an advertisement regarding the Festival at any event, on any program, or on personal property, the Sponsor shall provide the City with copies of all print material and a summary of all non-print media.
4. Benefits to Presenting Sponsor. The City will provide the following benefits to Sponsor:
 - a. Sponsor's name and logo associated with Festival in all promotions and publications produced after the effective date of this Agreement, stating "*The 2021 Lenexa Chili Challenge presented by Williams Foods*";
 - b. Sponsor's name placed prominently on all Festival informational pieces and promotional items developed by the City after the effective date of this Agreement;
 - c. Sponsor's exclusive presence as Presenting Sponsor at the Festival within the Sponsor's product or service category;
 - d. Sponsor name or logo on the event give-away;
 - e. Sponsor's banner prominently displayed on-site during Festival;
 - f. Booth at Festival for entertainment or product information;
 - g. Opportunity for Sponsor to place its product(s) in participant gift bags;
 - h. Twenty (20) Festival promotional items;
 - i. Five (5) judging positions at Festival
 - j. Top recognition on the sponsor board at Festival;
 - k. Recognition on any promotional TV or radio spots that the City controls;
 - l. Recognition via PA announcements at the Festival, and radio/television spots, if used;
 - m. Recognition at a Lenexa City Council meeting; and
 - n. Recognition on the City's website as the Presenting Sponsor of Festival.
5. Compliance with Laws. Sponsor shall be responsible for obtaining all permits and licenses as required by any and all local, county, state, or federal laws, ordinances or statutes necessary for the fulfillment of Sponsor's obligations under this Agreement. Sponsor shall abide by all applicable federal, state and local laws, ordinances and regulations, including the City Sponsorship Policy, GB-Gen-1.
6. Authorized to do Business. Sponsor warrants and represents that it is qualified and/or authorized to do business and is in good standing in the jurisdiction of its organization and in every other jurisdiction where necessary or required to carry out its business and operations.
7. Limitation of Liability and Disclaimer of Warranties. Neither party shall be liable for the acts of the other in carrying out this Agreement, and specifically, but not by way of limitation, neither party shall be responsible for the legal, financial, or any other obligation entered into by the other in performing this Agreement.
8. Assignment of Agreement. This Agreement shall not be assigned, transferred or sold to any other person, in whole or part, by Sponsor, except with the express written consent of the

City. No subcontracts or other transfer of this Agreement, shall release the Sponsor of its liability under this Agreement.

9. Termination.

- a. *Convenience:* The City may terminate this Agreement at any time if, in the City's sole discretion, continuation of the sponsorship is not in the best interests of the City. If the City terminates this Agreement for its convenience, Sponsor will be entitled to the return of any cash investment paid to City pursuant to section 2(a) of this Agreement. City shall not be liable to Sponsor for any other compensation or damages whatsoever, including, but not limited to, for any in-kind investment already provided pursuant to section 2(b) of this Agreement.
- b. *For Cause:* The City may terminate this Agreement for cause at any time, in which event the City shall not be liable to Sponsor for any damages of any kind whatsoever. In the event this Agreement is terminated for cause any cash or in-kind investment paid to City pursuant to section 2 of this Agreement shall be treated as a donation by Sponsors to the City of Lenexa and shall not be refunded.
- c. *Inclement Weather:* The City reserves the right to cancel the Festival at any time, if in its sole discretion, it determines weather conditions warrant such cancellation. In the event this Agreement is terminated due to weather conditions, any cash or in-kind investment paid to City pursuant to section 2 of this Agreement shall be treated as a donation by Sponsors to the City of Lenexa and shall not be refunded.

10. Indemnification. For purposes of this Agreement and as a specific element of consideration, Sponsor hereby agrees to indemnify, defend, and hold harmless City, its officials, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees, alleged, caused, or incurred in whole or in part as a result of any material breach of this Agreement, negligence, or other actionable fault of Sponsor, its affiliates, subsidiaries, employees, agents, and subcontractors and their respective servants, agents and employees. However, Sponsor's obligation shall not include damage amounts solely attributable to the gross negligence of City.

Sponsor agrees to release the City from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, this Agreement.

11. Non-Use of Names and Copyright Compliance. Sponsor shall not use the name of the City or logo and brands of the City in any form of publicity or advertising unless otherwise permitted in writing by the City. Any use of name and brands of the City requires prior approval. Sponsor hereby agrees to assume responsibility for compliance with copyright, royalty, and other such regulatory provisions.

Sponsor will provide City copies of its logos and brands that are camera-ready for use by City. Sponsor grants City royalty-free permission to use those logos and brands of the Sponsor that have been made available for use by City in connection with the Festival, but no modifications shall be made to such logos and brands, including changes in color, wording or art, without Sponsor's further consent. Sponsor further grants City royalty-free permission to use the Sponsor's logos and brands provided to City in all City publications and marketing

materials in connection with the Festival. If Sponsor identifies to City any issue concerning the use of any logo or brand, City will correct such use prospectively.

12. Force Majeure. Except as otherwise provided in this Agreement, neither Party shall be liable for any failure to perform its obligations where such failure is the result of a condition beyond its reasonable control, including without limitation Acts of Nature (including fire, flood, earthquake, storm, tornado, hurricane or other natural disaster); war; invasion; act of foreign enemies; hostilities (whether war is declared or not); civil war; rebellion; revolution; insurrection; military or usurped power or confiscation; terrorist activities; nationalization; government sanction blockage, embargo, or lockout; epidemic; quarantine restrictions; or acts of any governmental authority or any political subdivision or any department or regulatory agency thereof or entity created thereby. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
13. Insurance. Sponsor will secure and maintain throughout the duration of this Agreement insurance of such types and in at least such minimum amounts as stated herein. Sponsor will be required to provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) are to be filed with City prior to commencement of any work pursuant to this Agreement. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modifications or cancellation of any policy listed on the certificate.

GENERAL LIABILITY

Each Occurrence	\$500,000.00
Personal & Advertising Injury	\$500,000.00
Products/Completed Operations	
Aggregate.....	\$500,000.00
General Aggregate	\$500,000.00

Policy MUST include following conditions:

Contractual Liability and Independent Contractors.

Sponsor, upon receipt of notice of any claim in connection with the Festival, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability. Sponsor shall also promptly notify City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$50,000.00, whether or not such impairment came about as a result of the sponsorship.

If City subsequently determines that Sponsor's aggregate limits of protection shall have been impaired or reduced to such extent that City determines such limits inadequate for purposes of the sponsorship, Sponsor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

City will only accept coverage from an insurance carrier who offers proof that it:

- a. Is licensed to do business in the State of Kansas;
- b. Carries a Best's policyholder rating of "A" or better;
- c. Carries at least a Class "VIII" financial rating; or
- d. Is a company mutually agreed upon by City and Sponsor.

- 14. Amendments. This Agreement cannot be terminated, modified, or changed by any verbal statement, promise or agreement and no termination, modification, change, or amendment shall be binding on the parties hereto unless it shall have been agreed to in writing and signed by all parties.
- 15. Construction. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable solely in accordance with the laws of the State of Kansas. Parties consent to exclusive jurisdiction and venue of the state and federal courts in Johnson County, Kansas for all disputes arising out of or relating to this Agreement.
- 16. No Waiver. The parties agree that any waiver by either party of any breach of this Agreement shall not be construed to be a waiver of any other or subsequent breach.
- 17. Authority. The parties represent that the person executing this Agreement below is doing so on their behalf with authority to bind the party. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax or email shall be sufficient to bind the Parties to the terms and conditions of this Agreement.
- 18. Entire Agreement. Except as otherwise specified herein, this Agreement represents the entire understanding between the City and Sponsor with respect to the sponsorship of Festival and supersedes any prior or contemporaneous representations, either oral or written entered into by the parties with respect to the subject matter hereof.
- 19. Severability. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

Executed the day and year first above written.

Remainder of page intentionally left blank. Signatures follow.

CITY OF LENEXA

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Steven D. Shrout, Assistant City Attorney

SPONSOR

By: _____

Name: _____

Title: _____

ROADWAY REIMBURSEMENT AGREEMENT

THIS ROADWAY REIMBURSEMENT AGREEMENT (the “Agreement”) is entered into as of this _____ day of _____, 2021, by and between the **UNIFIED SCHOOL DISTRICT NO. 233, JOHNSON COUNTY, STATE OF KANSAS**, a Kansas public school district (“District”), and the **CITY OF LENEXA, KANSAS**, a Kansas municipal corporation (“City”). City and District shall at times be referred to herein as a “Party” or collectively the “Parties.”

WHEREAS, the City and the District previously discussed the District’s construction of an elementary school at 97th Terrace and future Gleason Road and the City’s construction of future Gleason Road; and

WHEREAS, the District did construct Canyon Creek Elementary School (“CCES”) at the above-described site; and

WHEREAS, construction of CCES significantly impacted the surrounding street network and public infrastructure and necessitates the construction of certain public improvements in the area; and

WHEREAS, the City is now preparing construction of the extension of Gleason Road from Prairie Star Parkway south to 97th Terrace (“Gleason Road”), which will provide for additional access to CCES; and

WHEREAS, prior discussions and understandings between the Parties concerning the District’s sharing in costs of Gleason Road construction contemplated estimated contributions by the District; and

WHEREAS, the City has obtained a bid and expected project costs are more easily determined;

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

1. Gleason Road Construction.
 - a. Attached hereto as Exhibit A is a diagram showing the approximate location and alignment of the Gleason Road extension from Prairie Star Parkway south to connect to 97th Terrace.
 - b. The City shall incur certain costs associated with the design and construction of Gleason Road in accordance with the City’s standards for public improvement construction. The City has received a final bid for such construction totaling \$971,550.00. The City will incur such costs in reliance on discussions and understandings between the Parties, and this Agreement, including Agreement Section 2. City shall proceed to construct Gleason Road in a timely manner, and will put forth reasonable efforts to avoid any delay beyond those which ordinarily occur in road construction projects.
2. City Reimbursement.

- a. The final cost of the design and construction of Gleason Road is \$971,550.00 (the “Project Cost”) as detailed in Exhibit B attached hereto and incorporated by reference. The Parties note that this Project Cost is below original estimates. City and District understand and agree that the Project Cost is just an estimate and actual costs may be more or less.
 - b. The District has agreed to pay twenty-seven and twenty-eight hundredths percent (27.28%) (the “Reimbursement Rate”) of the Project Cost of the Gleason Road construction. Thus, the District will be responsible to pay the City \$265,038.80 (the “Reimbursement Payment”).
 - c. The Reimbursement Payment shall be made payable over ten annual payments, with each payment consisting of ten percent (10%) of the Reimbursement Payment (the “Annual Payments”). City shall send District an invoice for the first Annual Payment on or about January 1, 2022. Payment shall be due thirty (30) days from the invoice date. Each of the nine (9) subsequent Annual Payments shall be invoiced by the City on or about January 1 of the respective year, with payments again due from the District to the City thirty (30) days from the invoice date.
 - d. No penalty, fee, interest, or other charge shall be assessed for District’s prepayment of any or all part of the Reimbursement Payment.
3. Termination.
 - a. The City and District understand and agree that time is of the essence. Each Party shall diligently perform its obligations as required by the Agreement.
 - b. This Agreement shall continue until the construction as described herein is complete and until such time as all financial obligations of the City and the District have been met, including up and until the Reimbursement Payment has been paid in full from the District to the City.
4. Default. Any one or more of the following shall constitute an Event of Default and material breach of this Agreement:
 - a. District’s failure to make any required Annual Payment installment when due;
 - b. City’s failure to complete Gleason Road in a reasonably timely manner;
 - c. A Party’s material breach of this Agreement or any covenant contained herein (collectively, the “Events of Default”, or singularly, an “Event of Default”).

Upon an Event of Default, the non-defaulting Party must provide written notice to the defaulting Party providing a cure period of ten (10) days for the defaulting Party to comply with the obligations of this Agreement, except that an Event of Default under the above subsection (b) shall require as a cure that plans and timelines for completion be provided from City to District during the cure period, as opposed to actual completion being required within the cure period.

5. Notices. Any notice, request, approval, demand, instruction, or other communication to be given to either Party hereunder, unless specifically stated otherwise herein, shall be in writing and shall be conclusively deemed to be delivered (i) when personally delivered, (ii) when deposited in the U.S. mail, sent by certified mail return receipt requested, (iii) when sent by overnight courier, or (iv) when sent by facsimile with a confirmed receipt, but in all cases addressed to the Parties as follows:

To District: Olathe Public Schools
 14160 Black Bob Road
 Olathe, KS 66063
 Phone: (913) 780-7000
 Fax:

With a Copy to: _____

 Phone:
 Fax:

To City: City of Lenexa
 17101 W. 87th Street Parkway
 Lenexa, KS 66219
 Phone: (913) 477-7500
 Fax: (913) 477-7589

With a Copy to: City Attorney
 17101 W. 87th Street Parkway
 Lenexa, KS 66219
 Phone: (913) 477-7620
 Fax: (913) 477-7639

Notwithstanding the above, any Annual Payment invoice sent by the City may be sent in the ordinary manner in which the City sends such invoices to the primary address identified by the District in this Section 5.

6. Cooperation. The Parties agree to exercise good faith and cooperate with each other to finalize and execute all documents and agreements necessary to construct Gleason Road as contemplated herein and as required by City code or state law.

7. General Matters.

- a. No member of the City Governing Body, official or employee of the City shall be personally liable to the District, or any successor in interest to the District, pursuant to the provisions of this Agreement or for any default or breach of the Agreement by the City.
- b. No member of the Board of Education, official or employee of the District shall be personally liable or obligated to perform the obligations of the District,

pursuant to the provisions of this Agreement or for any default or breach of the Agreement by the District.

- c. The signatories to this Agreement covenant and represent that each is fully authorized to enter into and to execute this Agreement on behalf of the above-named Party.
 - d. It is agreed that nothing in this Agreement is intended to, nor does it create or establish a joint venture between the City and the District, or as constituting any agency relationship.
 - e. Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third-party beneficiary.
8. Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the City and the District, and the successors and assigns of the District, subject to the prior, written consent of the City, which consent shall not be unreasonably withheld. Neither Party shall assign this Agreement without the written consent of both Parties.
9. Amendments. This Agreement cannot be modified or changed by any verbal statement, promise or agreement and no modification, change, nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
10. Jurisdiction. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.
11. Severability. The Parties hereto agree that should any provision of the Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision shall be null and void, but that the remaining provisions of the Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
12. No Waiver. The Parties agree that any waiver by either Party of any breach of this Agreement shall not be construed to be a waiver of any other or subsequent breach.

(Rest of page left intentionally blank)

CITY OF LENEXA, KANSAS

By: _____
Michael A. Boehm, Mayor

Attest:

Jennifer Martin, City Clerk

Approved As To Form:

Alexander J. Aggen, Assistant City Attorney

**UNIFIED SCHOOL DISTRICT NO. 233,
JOHNSON COUNTY, STATE OF KANSAS**

By: _____
Board President

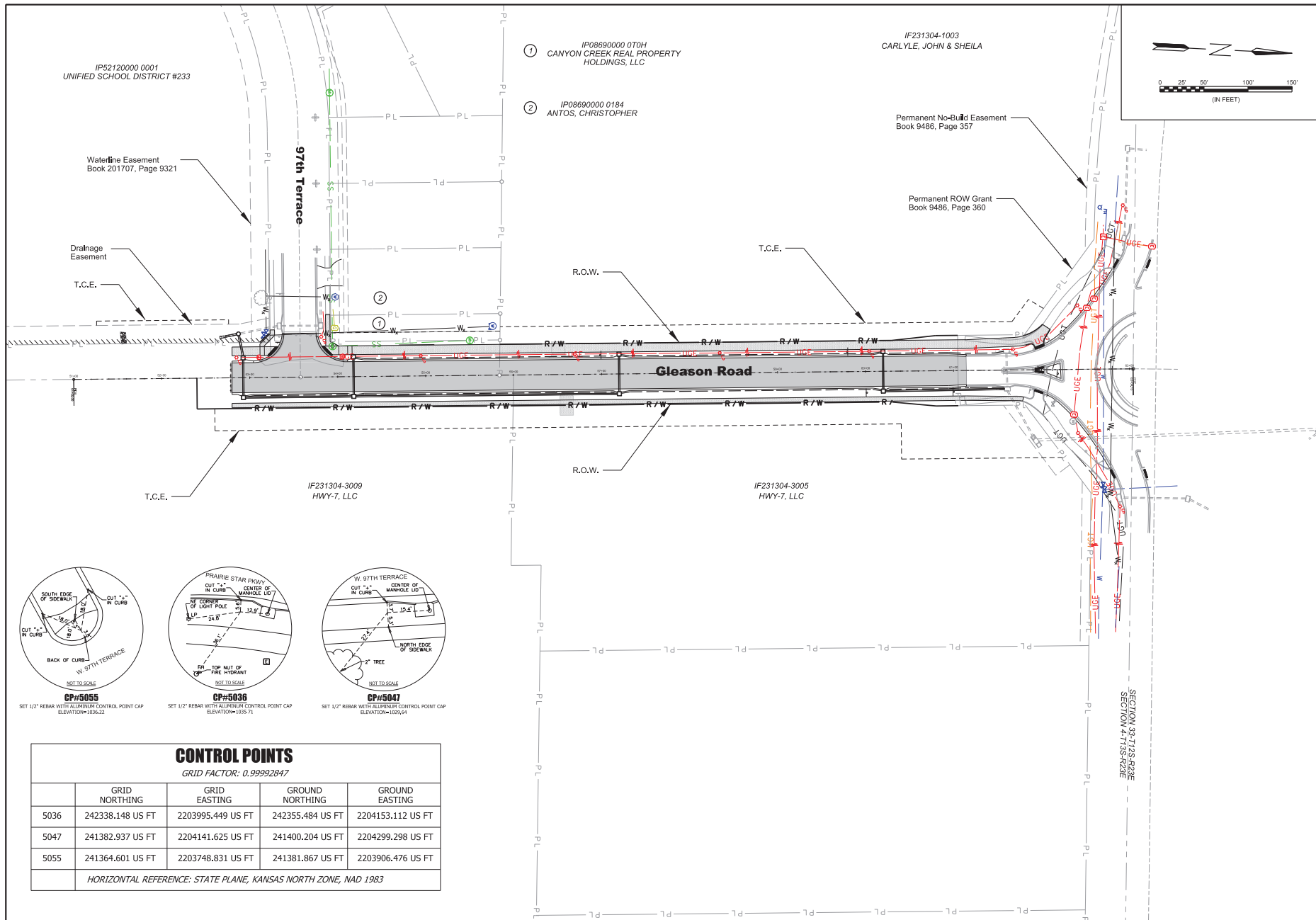
Attest:

Clerk

Approved As To Form:

Board Attorney

EXHIBIT A



IP08690000 0184
CANYON CREEK REAL PROPERTY HOLDINGS, LLC

IP08690000 0184
ANTOS, CHRISTOPHER

IF231304-1003
CARLYLE, JOHN & SHEILA

IF231304-3009
HWY-7, LLC

IF231304-3005
HWY-7, LLC

18177021-004

SECTION 33-172S-R32E
SECTION 33-173S-R32E

FINAL CONSTRUCTION PLANS

REV.	DATE	DESCRIPTION	BY

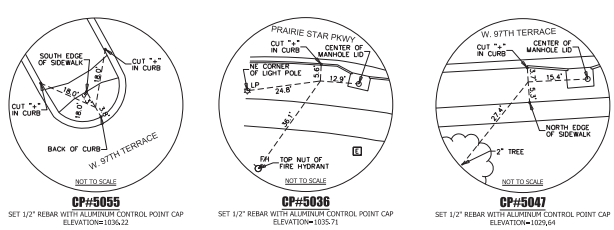
CITY OF LENEXA
LENEXA, KANSAS

GLEASON ROAD
EXTENSION

GENERAL LAYOUT AND SURVEY CONTROL

JOB NO: 18177021
 DATE: DEC 2020
 DESIGNED BY: DDD
 DRAWN BY: EM

STARTS ONE INCH ON ORIGINAL, OTHERWISE 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
 DRAWING NUMBER
4



CONTROL POINTS				
GRID FACTOR: 0.99992847				
	GRID NORTHING	GRID EASTING	GROUND NORTHING	GROUND EASTING
5036	242338.148 US FT	2203995.449 US FT	242355.484 US FT	2204153.112 US FT
5047	241382.937 US FT	2204141.625 US FT	241400.204 US FT	2204299.298 US FT
5055	241364.601 US FT	2203748.831 US FT	241381.867 US FT	2203906.476 US FT
HORIZONTAL REFERENCE: STATE PLANE, KANSAS NORTH ZONE, NAD 1983				

EXHIBIT B

CITY OF LENEXA**Project: Gleason Road from Prairie Star Parkway to South 1,515'****Preliminary Maximum Cost Estimate****Date: 6/22/2021****Project Cost**

	Item Description	Current Total Cost
1	Design	\$ 144,000.00
2	Inspection/Testing	\$ 44,000.00
3	Utility Relocation	\$25,000
4	Right of way	\$123,300
5	Construction	\$ 605,000.00
6	Other	\$0
7	Contingency (5% of Construction)	\$30,250
Subtotal		\$971,550
Total Project Costs Before Financing Costs		\$971,550

**PAYMENT IN LIEU OF TAX AGREEMENT – BUILDING 11
LENEXA LOGISTICS CENTRE NORTH PHASE II**

THIS AGREEMENT, is made and entered into as of this ___ day _____, 20__ (the “**Agreement**”), by and between **BLNP, LLC**, a Kansas limited liability company (“**Company**”), and the **CITY OF LENEXA, KANSAS**, a municipal corporation (“**City**”).

For and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties understand and agree as follows:

1. **Tax Exemption; Payment in Lieu of Taxes.** In consideration of the issuance by the City of Industrial Revenue Bonds pursuant to K.S.A. 12-1740 *et seq.* in the approximate aggregate principal amount of \$23,525,000 (the “**Bonds**”) to finance the acquisition, construction and equipping of a commercial warehouse/office building within the Lenexa Logistics Centre North Phase II business park located east of Mill Creek Road and north of College Boulevard (the “**Project**”) to be leased by the City from the Company pursuant to a Base Lease (the “**Base Lease**”), and leased back from the City to the Company, or its successors and assigns with City consent pursuant to a Lease Agreement (the “**Lease**”) in consideration of Lessee’s execution of a Base Lease and Lease Agreement. In further consideration of the laws of the State of Kansas (“**State**”) granting an exemption from ad valorem real and personal property taxation for the period of up to ten (10) years, commencing with the first calendar year after the calendar year in which the applicable series of Bonds are issued (“**Abatement Period**”) for the portion of the Project acquired or constructed with approximately \$23,525,000 in Bond proceeds and described in the Indenture, by and between the City and the applicable bond trustees, authorizing said Bonds, Company agrees to make payments in lieu of ad valorem real and personal property taxes (also referred to as a “**PILOT**”) in the amounts specified herein for the term of the Abatement Period in the manner provided for herein. Each portion of the Project acquired or constructed with the proceeds of the Bonds up to an aggregate amount of approximately \$23,525,000 is referred to herein as the “**Tax Abated Project Portion**”.

2. **Location.** The Project includes the acquisition and purchase by Company of approximately 15 acres of real estate located east of Mill Creek Road and north of College Boulevard, which is within the larger 148.5 +/- acres Lenexa Logistics Centre North Phase II business park development. Lenexa Logistics Centre North Phase II is located at the northwest corner of the intersection of Renner Boulevard and College Boulevard and is the subject of the Master Resolution of Intent approved as Resolution No. 2019-122 on November 5, 2019 and subsequently amended on December 3, 2019 by Resolution No. 2019-136 (the “**Master Project**”).

3. **Statement of Intention.** The Project consists of an approximately 200,000 sq. ft. commercial warehouse/office building in the Lenexa Logistics Centre North Phase II and is referred to as the Building 11 and legally described on attached Exhibit A until the approved plat is recorded. The cost of acquiring, constructing and equipping the Project is approximately \$23,525,000.

4. **Amount of Payments; Place of Payment.** As permitted by K.S.A. 79-201a, and subject to the provision of this Agreement in lieu of all general ad valorem real property taxes on the Tax Abated Project Portion for the ten (10) calendar years commencing with the first calendar year after the calendar year in which the Bonds are issued to finance the Tax Abated Project Portion, Company shall pay a PILOT by separate check to the Treasurer of Johnson County, Kansas, or other appropriate officer as required by State law, to be distributed as and/or as a part of the general ad valorem tax collections for all taxing subdivisions in which the Project is located.

The PILOT shall be billed to Company by statement of the City Clerk or by Johnson County on behalf of the City issued on or about November 20th of each year and shall be paid each year of the Abatement Term as follows: one-half (1/2) on or before December 20th in respect of the PILOT for the then current calendar year, and the remainder of such PILOT for such calendar year on or before May 10th of the following calendar year, or as otherwise required by law or invoice of Johnson County.

The PILOTs payable under this Agreement are fixed and were calculated based upon an annual fixed tax of \$1.20/ square foot and a 200,000 sq. ft. building at substantial completion. The annual fixed tax increases 2% each year of the Abatement Term. The PILOT for each year of the Abatement Term shall be as follows:

Column 1 YEAR OF ABATEMENT	Column 2 ABATEMENT AMOUNT	Column 3 PILOT PAYMENT
1	88%	\$28,800
2	85%	\$36,720
3	85%	\$37,454
4	83%	\$43,297
5	83%	\$44,163
6	60%	\$105,991
7	60%	\$108,110
8	58%	\$115,786
9	58%	\$118,102
10	55%	\$129,069

The PILOTs payable under this Agreement shall not be adjusted based on any changes in assessed valuation, in State law or any mill levies. If the Project

does not meet the additional criteria set forth in Sections 6 and 8 below, the payment in lieu of taxes shall be increased as provided in the applicable Sections 6 and 8.

5. **Distribution of Payment.** Such payments shall be distributed to all applicable taxing subdivisions in Johnson County as provided in K.S.A. 12-1742.

6. **Failure to Make Payment In Lieu of Taxes.** Should Company fail to make the payments described above, penalties and/or interest will be assessed against Company by the Johnson County Treasurer in accordance with applicable state laws relating to late tax payments. If Company fails to make a payment required by this Agreement, and such failure shall continue for sixty (60) days, this Agreement may be terminated at the option of the City effective on the date in the year such payment was originally due, and Company agrees that from and after such termination date, it shall pay in full the regular amount of ad valorem real estate and personal property taxes that may be due on the property constituting the Project. The first time Company should fail to make its required payment, the City will provide Company sixty (60) days' notice of its intention to terminate and provide it the opportunity to cure within the sixty (60) day period. No notice is required to terminate this Agreement for second or subsequent failures to make payments required under this Agreement.

Company will make all PILOTs required by this Agreement. Company reserves the right appeal the valuation as determined by the Johnson County Appraiser's Office. Any such appeal must be initiated by the Company or its agent. Company shall provide written notice of any appeal to the City at the same time as the Company files its appeal with the County. The notice to City shall specify the amount of the Company's requested valuation. The City may, but is not required, to take any position on the appeal of valuation. Any adjustment to the valuation, either upward or downward, shall not change the PILOT amount to be paid by the Company pursuant to this Agreement. However, this Agreement is conditioned upon a minimum appraised value of \$7,118,000 and Company agrees not to appeal the value of the Project below such amount.

7. **Application of Abatement.** Company shall not utilize any of the Project property for which it is requesting or receiving a tax exemption for any purposes that do not qualify for a property tax exemption pursuant to K.S.A. 79-201a *Second*.

8. **Abatement Conditions.** On November 5, 2019, the City approved a Master Resolution of Intent (Resolution Nos. 2019-122 and 2019-136) for the Master Project wherein the City determined that the estimated investment of approximately \$120,000,000 in the Master Project, coupled with the unique site conditions and challenges, and desire for a high-quality Master Project justifies the abatement to be applied over the Abatement Period in accordance with the

schedule set forth in Section 4 above, provided the Project meets certain conditions:

- a. **Minimum Capital Investment.** The Company must make a minimum capital investment in the Project through the issuance of Bonds, excluding Furniture, Fixtures & Equipment, of \$10,000,000 on or before December 31, 2022 (the “**Required Capital Investment**”).
 - b. **Origination Fee.** Separate and apart from the PILOT payment, the Company shall pay the City an origination fee in an amount of 1% of the principal amount of the Bonds issued for the Project. Further, such 1% origination will be uncapped for each issuance of Bonds.
 - c. **Quality.** Because the Project is located adjacent to Renner Boulevard, the Project shall be constructed of high quality materials and design and the Company acknowledges that the finishes on the Project shall be approved by the City and all subsequent final plan, permit and development approvals.
 - d. **Performance.** The Company obtaining a building permit and commencing construction on the Project on or before December 31, 2022 and thereafter diligently pursue such construction of the Project.
9. **Inspection.** The City or its duly authorized agents may, upon reasonable request, inspect all books and records of Company for compliance with this Agreement. Upon written request, Company agrees to reasonably cooperate with the City to provide evidence of its compliance with the terms of this Agreement.
10. **Approval of Exemption.** This Agreement is conditioned on the issuance by the Kansas Board of Tax Appeals of an order exempting the modified Project from ad valorem taxation in accordance with Kansas law, including K.S.A. 79-201a et seq. or K.S.A. 74-50,115. The City will utilize its good faith efforts to facilitate this process on behalf of Company.
11. **Civic Involvement.** The granting of economic development incentives is a discretionary decision of the City and is granted to promote, stimulate and develop the general and economic welfare of the quality of life in the City; therefore, civic and community involvement of any developer receiving a tax exemption is important to the City. During the Abatement Term, Company agrees to actively participate in the civic, charitable, educational, philanthropic and economic development activities of the City. At a minimum: (1) at all times during the Abatement Term, Company must be a dues-paying member in good standing with the Lenexa Chamber of Commerce; and (2) during the Abatement Term, Company is required to make an annual contribution to the Lenexa Foundation in an amount

solely determined by Company, but not less than 0.5% of the annual PILOT; and (3) during the Abatement Term, Company shall annually sponsor a minimum of one City festival, event or activity at any sponsorship level. Each item (1) through (3) in this paragraph constitutes a separate performance requirement (a “**Civic Obligation**”). The annual contribution to the Lenexa Foundation must occur prior to or simultaneous with the PILOT payment due on or amount May 10th and shall be calculated based upon the sum of the December and May PILOT payments for each calendar year. Payment of the one annual sponsorship must occur no later than May 1 and shall commence in the year in which the first PILOT payment is made. For purposes of this PILOT obligation, the Company’s membership in the Lenexa Chamber of Commerce may be satisfied by membership of the Block Real Estate Services, however, in the event of a transfer of the PILOT pursuant to Section 14(b), the Company’s membership in the Lenexa Chamber of Commerce shall be satisfied by the assignee

12. **Application for Abatement.** The City and Company shall compile the information necessary to file the application for exemption (currently Form IRBX) with Johnson County, Kansas and/or the Kansas Board of Tax Appeals. If Company is the party required to file the application for exemption, Company shall file such application no later than February 15 of the year following the calendar year in which the Bonds have been issued. Company shall deliver to the City a copy of the application for exemption upon submission to Johnson County, Kansas and/ or the Kansas Board of Tax Appeals. Company shall responsible for paying the application fee at the time of filing the application for exemption.

13. **Annual Certification & Administrative Fee.** Each year of the Abatement Term, the Company is required to complete and submit certain information to confirm compliance with this Agreement (the “Annual Certification”). The Annual Certification shall be provided in the form and manner requested by the City and shall be submitted no later than February 10 of each year for the term of the abatement unless otherwise agreed, in writing, by the City. The information contained in the Annual Certification shall be used by the City Clerk to make its annual certification of compliance required by the Johnson County Treasurer. The Annual Certification shall be accompanied by the annual, non-refundable administrative fee which is set annually by City resolution and maintained by the CFO. Failure to provide the Annual Certification or pay the required administrative fee shall be an Event of Default hereunder.

14. **General Matters**

a. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple original, electronic or facsimile counterparts, all of which shall be deemed an original, and when combined shall constitute one complete, fully enforceable, Amendment. Electronic or copies of signatures shall have the same force and effect as originals.

b. **Transferability.** The benefits of this Agreement may not be transferred to any assignee without the written consent of the City which shall be granted in the sole discretion of the City. Further, no assignment or transfer of this Agreement is permitted if the Company is in default in the performance of any of the material terms, covenants, conditions and agreements of this Agreement and any assignment of the PILOT (1) is subject to all reasonable conditions of the City; (2) must include a written assignment and assumption of the Company's rights and obligations under this Agreement and an assumption by the assignee of all of the Company's rights and obligations therein; (3) must include an assignment of the Bond Lease and (4) if the assignee is comprised of multiple individual persons or entities, each with an ownership interest and meeting this definition, then any such assignment must contain (i) a provision that each entity to which this Agreement is assigned shall be jointly and severally liable for the obligations and liabilities in the Agreement; and (ii) designation of one person or entity responsible for communicating with the City regarding the Agreement and the provisions therein. Notwithstanding the forgoing, the City Manager may consent to the assignment of the PILOT to a special purpose entity ("SPE") established to own the project at or before the issuance of the Bonds, which consent shall be reasonable, provided that, upon the transfer of the Project to the SPE from the Company, the SPE complies with the provisions of paragraphs (2) through (4) of this Section 14(b).

c. **Titles and Subheadings.** Titles and subheadings used in this Agreement are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.

d. **No Waiver.** No waiver by the City of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach.

e. **Notice.** Any notice required or permitted to be given hereunder must be in writing, and may be served by depositing the same in the mail, postage prepaid, and registered or certified, with a return receipt requested. Notice given by registered or certified mail shall be deemed given and effective on the date of delivery as shown on the return receipt, or, if the receipt is not returned to sender, five business days after the date deposited in the mail. Notice may be served in any other manner including by personal delivery, overnight courier, or facsimile but shall be deemed given and effective: in the case of personal delivery or delivery by overnight courier, as of the time of actual delivery thereof to the addressees, in the case of delivery by facsimile transmission, upon receipt by the sender of confirmation, and in all other cases, upon actual receipt thereof by the addressee; provided, however, that any notice delivered after the normal business hours of the recipient shall be effective as of the next business day of the recipient. Notices shall be addressed as follows:

If to Company:

BLNP, LLC
c/o Block Real Estate Services, LLC
4622 Pennsylvania Avenue, Ste. 700

Kansas City, MO 64112
Phone No. (816) 756-1400
Email: kblock@blockllc.com
Attention: Kenneth G. Block

With a copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Facsimile No.: (816) 753-1536
Phone No. (913) 234-7411
Attention: Curtis Holland, Esquire

If to City of Lenexa:

City of Lenexa
17101 W. 87th Street Parkway
Lenexa, KS 66219
Facsimile No.: (913) 477-7639
Phone No. (913) 477-7620
Attention: City Attorney

or to such other address as a party may from time to time designate in accordance with this section.

f. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state of Kansas.

g. **Entire Agreement.** Subject to the Bond documents, this Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, covering the same subject matter. This Agreement may only be modified or amended through the Bond documents or upon written instrument executed by the parties required to consent to such amendment.

h. **Authority.** The signatories to this Agreement covenant and represent that each is fully authorized to enter into and to execute this Agreement on behalf of the above named party; the Company further represents that it has authority to bind the Property upon which the Project will be located.

i. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third party beneficiary.

[Remainder of page intentionally left blank. Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

[SEAL]

CITY OF LENEXA, KANSAS

By: _____
Michael A. Boehm, Mayor

ATTEST:

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this ____ day of _____, 2021 before me appeared Michael A. Boehm, who acknowledged himself to be Mayor of the City of Lenexa, Kansas, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

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

Notary Public

My Commission Expires: _____

COMPANY

BLNP, LLC, a Kansas limited liability company

By: BK Properties, LLC, a Missouri limited liability company, its Manager

By: _____
Kenneth G. Block, as Trustee of the Kenneth G. Block Trust, dated January 11, 1991,
as amended, Manager and Sole Member

ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2021 before me appeared Kenneth G. Block, who acknowledged himself to be Trustee of the Kenneth G. Block Trust dated 1/11/91, to me personally known, who being by me duly sworn, did say that he is the Managing member of BK Properties, LLC, the Manager and Sole Member of BLNP, LLC, a Kansas limited liability company, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

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

Notary Public

My Appointment Expires:

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

All that part of the SE 1/4 of Section 7, Township 13, Range 24 in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwest corner of Lot 5, LENEXA LOGISTICS CENTRE NORTH 3RD PLAT, a subdivision of land in the City of Lenexa, Johnson County, Kansas, said point also being on the East right-of-way line of Mill Creek Road, as now established; thence N 2° 39' 57" W, along the East right-of-way line of said Mill Creek Road, a distance of 672.39 feet, to a point of curvature; thence Northerly and Northeasterly, along the East right-of-way of said Mill Creek Road, said line being on a curve to the right, having a radius of 20.00 feet, a central angle of 61° 33' 40" and an arc distance of 21.49 feet; thence Northeasterly, Northerly, Northwesterly, Westerly and Southwesterly, along the Easterly and Northerly right-of-way line of said Mill Creek Road, said line being on a curve to the left, having an initial tangent bearing of N 58° 53' 43" E, a radius of 85.00 feet, a central angle of 192° 06' 17" and an arc distance of 284.99 feet, to a point on the West line of the SE 1/4 of said Section 7, said line being on the East line of LENEXA LOGISTICS CENTRE NORTH, FIRST PLAT, a subdivision of land in the City of Lenexa, Johnson County, Kansas; thence N 2° 01' 29" W, along the West line of the SE 1/4 of said Section 7 and along the East line of said LENEXA LOGISTICS CENTRE NORTH, FIRST PLAT, a distance of 258.48 feet to the Northwest corner of the SE 1/4 of said Section 7, said point also being the Northeast corner of said LENEXA LOGISTICS CENTRE NORTH, FIRST PLAT; thence N 87° 23' 31" E, along the North line of the SE 1/4 of said Section 7, a distance of 659.42 feet; thence S 2° 39' 25" E, a distance of 1087.24 feet, to a point on the North line of Lot 5 of said LENEXA LOGISTICS CENTRE NORTH 3RD PLAT; thence S 87° 20' 48" W, along the North line of said Lot 5, a distance of 576.89 feet, to the point of beginning, containing 641,386 square feet, more or less equal to 14.724 acres, more or less.

Exhibit A

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Indian Trails Aquatics Center Improvements Project

Architect Selection and Approval

September 21, 2021

Improvements Schedule

Indian Trails Improvement Project

- Selection of Architect (1-2 months) July/Aug 2021
- Design Process (8 months) Sept 2021 – April 2022
- Construction (10-15 months) Fall 2022 – Spring 2024 (Closed 2023)
- Reopening May 2024

Selection Process

RFQ

- Released July 8, 2021
- Responses Due July 21, 2021

Short Listed Firm Interviews

- Two firms (Confluence and Waters Edge)
- Held Aug 4th and 5th
- Selection Committee: City Administration, Community Development and Parks and Recreation

Committee Decision

- Confluence and supporting team

Confluence

About Confluence

- Professional Consulting firm comprised of landscape architects, urban designers and planners.
- Located in Kansas City, MO and has 69 professional staff.
- 75% of projects over the last 5 years is municipal work.

Team

- Confluence
- SFS Architecture
- WTI
- GBA
- Stand Structural Engineering
- PKMR Engineers

Team Experience

- Garden Rapids at the Big Pool (Confluence, WTI \$14 million, opened May 2021)
- Lake Olathe Park Improvements (Confluence, SFS 15.4 million, opened summer 2019)
- Excelsior Springs Community Center (Confluence, SFS, GBA 15.5 million, opened Fall 2016)

Scope of Services

Schematic Design

- Kick off meetings
- Design Charette
- Community Input Workshop
- Presentation of Schematic Design
- Design development
- Permitting and Construction Documents
- Construction Administration/Observation

Fee

Project Budget: \$15 million

Contingencies: \$1 million

Construction Cost \$12,738,075

Consultant Team Fee: \$1,261,925 (9.5%)

Next Steps

Tonight

- Architect Contract Approval

Next

- Interviews and selection of Construction Manager at Risk

August 30th, 2021

CONFLUENCE

Mr. Logan Wagler, Director
 Ms. Mandy Danler, Assistant Director
 City of Lenexa
 Parks and Recreation
 17201 W. 87th Street Parkway
 Lenexa, Kansas, 66219

RE: INDIAN TRAILS AQUATICS SCOPE OF SERVICES

Dear Logan and Mandy,

Confluence is pleased to provide the following Scope of Services and Fee proposal for the design of the City of Lenexa's planned improvements to the Indian Trails Aquatics Complex located in Sar-Ko-Par Trails Park. Our Design Team includes the following talented firms:

- **CONFLUENCE** – Design Team Lead / Site Design / Facility Theming / Landscape Architecture
- **WATER TECHNOLOGY, INC (WTI)** – Aquatics Systems Design
- **SFS** – Architecture Design
- **GEORGE BUTLER ASSOCIATES (GBA)** – Surveying and Civil Engineering
- **STAND STRUCTURAL ENGINEERING** – Structure Design Building and Site
- **PMKR ENGINEERS** – Mechanical, Electrical and Plumbing Design

SCOPE OF SERVICES

TASK 1 | SCHEMATIC DESIGN

1.1 Kick-Off Meeting

Confluence will conduct a kick-off meeting to review schedule and deliverables with Lenexa staff and the entire Design Team.

1.2 Construction Manager at Risk (CMAR) Interviews

Confluence will assist the City of Lenexa with the interview process to select a Construction Manager at Risk and provide insight into previous experience, services being proposed and approach to the site based on experience in this project type. Making this decision early in the design process is important to achieve the full value of the CMAR process.

1.3 Walk the Park Workshop

Upon completion of the CMAR interviews, the Design Team, CMAR and Park and Recreation Staff will "walk the park." This critical step in the design process is designed to provide the opportunity for the Design Team and the Client Team to gain in-depth knowledge and understanding of various aspects of the project site. We encourage the Client Team to include individuals involved in all aspects of the facility and park maintenance, operations, and programming. We believe this holistic approach is critical to the success of the master plan.

The group will review the project and surrounding park site, assembling their thoughts and perceptions on existing recreational facilities and structures. Specific notes concerning the conditions of the property and existing facilities will be noted. At the completion of the "walk the park," the group will assemble to review the thoughts and perceptions developed. This on the ground, active participation, of not only the Design Team but also the client team, provides a wealth of information regarding the existing conditions of the park site and the opportunities to enhance the facility. After completion of the "Walk the Park Workshop," the Design Team will assemble the information gathered by the group on an exhibit delineating the opportunities and challenges for development for the park site. This document will identify potential issues and opportunities that the property presents. Elements to be considered include but are not limited to existing facilities and structures, ingress and egress to the site, parking counts and condition, surrounding land use, topography and drainage patterns, natural areas, view-sheds and vistas, and existing vegetation. This exhibit will be used at the "park programming workshop (Task 1.4)" to review the site with those participating.

1.4 Park Programming

The Design Team will work with the CMAR and City Staff to define a preliminary program for the aquatic facility. The program will identify program elements and support structures to be considered during the concept development process. Additionally, the programming process will address possible activities that should be contemplated to ensure that the design supports these activities. The Design Team will gather representative graphic images of the potential program elements to aid in stakeholder decision making and preferencing.

As part of the facility programming the design team will conduct meetings with key city departments and other review agencies that will have a role in the review and approval of the project, the meetings could include but will not be limited to the following:

- Lenexa Community Development
- Lenexa Municipal Services
- Lenexa Fire Department
- Lenexa Police Department
- Lenexa Security and Technology Department and Vendor Representatives
- Johnson County Wastewater
- Johnson County Department of Health and Environment
- Evergy
- WaterOne

1.5 Design Charette

Upon completion of the Park Programming, the Design Team will host a 2-3-hour Design Charette at our office with the CMAR and Client Team. Groups will be arranged into 2-3 teams comprised of the Design Team Members, CMAR, and City Staff. Each group will work together to develop a concept plan for each of the two potential sites (renovation/rebuild on the exiting site and new construction on the open land to the west of the exiting parking) using the programmatic elements identified in Task 1.3. When the plans are completed, each group will share their concept with the entire group for discussion. This group effort will provide important initial feedback on the potential direction the Aquatic Facility design could take from the Design Team, CMAR, and City Staff.

1.6 Concept Assessment

Based on the feedback received in the Design Charette the design team will further develop a conceptual design for each of the potential locations for the Aquatic Facility. These plans will delineate in general terms the elements of the aquatics park including leisure and competitive pools, slides, lazy river, spray ground and other features as appropriate. The plans will also outline the various support facilities required including but not limited to:

- Entry building/staff office
- Restrooms
- Concessions
- Pump house(s)
- Shade structures
- Various pool deck options
- Access improvements, parking, and facility drop-off plaza
- Pedestrian access improvements from 87th Street Parkway as well as the remainder of the surrounding park and neighborhoods to the south.
- Relocation of existing park infrastructure and facilities

The concept plans will be reviewed by the CMAR to assess the impacts each concept has on the project budget, schedule, and constructability. In addition, the design team will also assess the impact each of the concept alternatives has on the existing park infrastructure and facilities as well the adjoining single-family homes.

1.7 Concept Plan Review

The concept plans will be presented to the city where the design team and CMAR will outline the opportunities and constraints of each of the concept plans. From this discussion a decision will be made as to which concept plan will move forward into the Schematic Design Phase.

1.8 Community Input Workshop

Upon completion of the preliminary program for the aquatics facility and the gathering of visual preferencing images, the

Design Team will lead the Community Input Workshop. This workshop is intended to be a discussion to identify and gauge the Community's reaction to possible improvements to be included in the aquatics facility as well as theme for the facility. Such amenities may include but are not limited to the following:

- Slide types
- Support structures (shade structures/cabanas, structure aesthetics, entry features)
- Active Water Features
- Theming Opportunities

Upon completion of the discussion of potential program elements, those in attendance will be given the opportunity to prioritize the elements allowing those attending the Workshop to enter their preference regarding a variety of images and program elements. In addition, the Design will develop an online survey to include the above items and questions to give those who could not attend the Workshop the opportunity to provide their input.

1.9 Schematic Design Plans

Based on the approved concept plan and the comments received during the Community Input Workshop and the online survey the design team will develop, at a minimum the following Schematic Design Plans and Drawings:

- Updated Site Plan
- Access road improvements, parking, and facility drop-off plaza
- Pedestrian access improvements from 87th Street Parkway as well as the remainder of the surrounding park and neighborhoods to the south.
- Drop-off area enlargement
- Preliminary furnishings plan(s)
- Initial lighting concept
- Preliminary aquatics equipment development
- Theming boards
- Initial 3-D model views of the proposed facility layout that can be used for presentations and hosted on the city website as means to inform the public on the status of the project.
- Conceptual landscape approach
- Preliminary Utility Routing
- Preliminary Floor Plans for Bath House, Concessions, Office, Filter Building and Lifeguard Space
- Security and Technology Systems Narrative

1.10 Estimation of Probable Construction Costs

The Design Team will review an Estimation of Probable Construction Costs developed by the CMAR for the planned improvements based on the Schematic Design Plans.

1.11 Presentation of Schematic Design

Upon completion of the Schematic Design Phase the Design Team will present the recommendations to the Lenexa Staff, Board and City Council for review and comment.

Meetings: We anticipate that up to (4) four in person client/team meetings/presentations and an initial public input engagement will be required for the Schematic Design Phase.

TASK 2 | DESIGN DEVELOPMENT

2.1 Design Development Drawings

The plans will be CAD generated drawings at an appropriate scale, using the base maps developed in Task 1 of the Schematic Design Phase. The drawings will be completed as outlined in the Design Criteria and Plan Requirements of the City of Lenexa. At a minimum, Confluence will provide the following design development plans and support documentation:

- Overall Site Plan showing the planned improvements and their location as well as Sheet Index outlining the coverage of each plan enlargement.
- Demolition, Site Clearing and Grubbing Plan
- Erosion and Sediment Control Plan
- Access Road, Pedestrian Connectivity and Parking Lot Improvements Plan
- Key Area Enlargements including:

- Drop-off Entry
- Pool areas and associated amenities
- Deck areas as necessary to fully communicate design
- Tree Protection Plan
- Site Grading
- Site Furnishings Plan (benches, bike racks, trash receptacles, etc.)
- Electrical / Site Lighting Plans
- Water Service Lines
- Sanitary Sewer Plans
- Preliminary Planting Plan
- Theming and Branding Plans
- Architectural Plans
 - Bath House, Concessions, Office, Filter Building and Lifeguard Space (BIM model illustrating plan and elevations)
 - Interior and exterior materials palette
 - Outline technical specifications
 - MEP engineering associated with architectural elements
 - Security and technology systems infrastructure plan
 - Structural engineering associated with architectural elements
- Updated 3-D model views of the proposed facility layout that can be used for presentations and hosted on the city website a means to inform the public on the status of the project.

2.2 Permitting

Based on the final Design Development Plans the Confluence Team will begin to identify the permits required outside the City of Lenexa requirements. (The final submittals for permits will be addressed in Construction Document Phase).

2.3 Presentation to City Council of Final Design Development Plans

Upon completion of the Design Development Documents and support documentation Confluence will assemble a presentation to the City Council at either a Work Session or a City Council Meeting. Presentation materials will include plan graphics and elevations, perspectives and photo imagery where required to clearly express the design intent and material samples.

2.4 Bi-weekly Coordination Meeting with Parks & Recreation / Confluence

During the development of the Design Development Plans the Design Team will conduct bi-weekly coordination meetings with Parks & Recreation Staff to review progress and identify any items that need further discussion and direction to keep the project moving forward.

TASK 3 | CONSTRUCTION DOCUMENTS

3.1 Construction Document Drawings

The plans will be CAD generated drawings at an appropriate scale. The drawings will be completed as outlined in the Design Criteria and Plan Requirements of the City of Lenexa. At a minimum, Confluence will provide the following Construction Document plans and support documentation:

- Overall Site Plan showing the planned improvements and their location as well as Sheet Index outlining the coverage of each plan enlargement.
- Demolition, Site Clearing and Grubbing Plan
- Erosion and Sediment Control Plan, SWPPP & NPDES documentation
- Storm Water Management Plan as required by the City of Lenexa
- Parking Lot Plan
- Key Area Enlargements including:
 - Drop-off Entry
 - Pool areas and associated amenities
 - Deck areas as necessary to fully communicate design
- Tree Protection Plan
- Site Grading
- Site Furnishings Plan (benches, bike racks, trash receptacles, etc.)
- Electrical / Site Lighting Plans

- Water Service Lines
- Sanitary Sewer Plans
- Planting Plan and Details
- Theming and Branding Details
- Architectural Plans
 - Bath House, Concessions, Office, Filter Building and Lifeguard Space (BIM model illustrating plan and elevations)
 - Construction Details
 - MEP engineering associated with architectural elements
 - Structural engineering associated with architectural elements
 - Security and technology systems infrastructure plans
- Final 3-D model views of the proposed facility layout that can be used for presentations and hosted on the city website a means to inform the public on the status of the project.

3.2 Technical Specifications

The Confluence Team will assemble technical specifications as required for the work included in the construction documents. Where appropriate, City of Lenexa Technical Specifications and Standard Details should be used. The specifications will be incorporated into the project manual provided to bidding contractors.

3.3 50% Construction Document Plan / Cost Estimate Review

Confluence will assemble a 50% complete review set for the City of Lenexa to review and comment on. In addition, an updated estimation of Probable Construction Costs developed by the CMAR will be reviewed based on the 50% complete documents.

3.4 Final Permits

Based on the Final Plans the Confluence Team will complete the applications for the various permits required for the project including Land Disturbance Permit for both the City of Lenexa and Kansas Department of Health & Environment (KDHE), submit plans to the City of Lenexa for Building Permit the actual permit will be the responsibility of the Contractor).

Meetings: We anticipate that 3-4 in person client/team meetings during the Construction Documents Phase.

TASK 4 | BIDDING

4.1 Confluence will attend all pre-bid conferences scheduled by the CMAR

The Confluence Team will attend all pre-bid conferences scheduled by the CMAR to provide a description of the work to be completed and answer any questions that may arise. In addition, the Confluence Team will respond to questions submitted by bidders during the bid period and provide clarification and direction as required.

4.2 Bid Review and Recommendation

Confluence will review the list of subcontractors and their bids and identify any concerns to the CMAR. A coordinated effort between the City, Consultant and CMAR will produce the best qualified subcontractors for the work to be executed. The CMAR will provide the City and Confluence the list of subcontractors contacted to show that the CMAR has solicited a minimum of three bidders for each of the construction aspects of the project.

Confluence will advise the city as to the rejection of any bidder they believe is of a concern to complete the work in a reasonable manner.

TASK 5 | CONSTRUCTION ADMINISTRATION

5.1 Construction Kick-Off Meeting

The Confluence Team will attend a Construction Kick-off Meeting with the Design Team, City Representatives, and the awarded Contractor. Confluence will attend bi-weekly construction progress meetings and observe construction operations as necessary.

5.2 Construction Administration/Observation

- Confluence will Provide Construction Administration including:
- Log, review and approve/reject submittals and shop drawings.
- Prepare / respond to Requests for Additional Information (RFI), Architects Supplemental Instructions (ASI), Requests for Proposal (RFP) and other project correspondence as required

- Review Construction Materials Testing reports.
- Review and approve applications for payment.
- Coordinate with the City of Lenexa on all Requests for Change Proposals, Change Orders, etc. including maintaining a log of all such documents
- Provide direction for questions and concerns from the contractor and City of Lenexa Staff in resolution of project concerns or changes.

5.3 Construction Completion Inspections

Confluence will conduct Substantial Completion Inspection, create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

5.4 Project Close Out

Confluence will obtain and review close out submittal from the contractor for completeness before transmitting to the city.

Documents will include but not be limited to:

- Contractor's red lines and as-built notes
- Warranty information
- Material Safety Data Sheet (MSDS)
- Operating Manuals
- Start up and testing reports
- Review As-Built record drawings submitted by the Contractor
- Review As-Built Plans for public water and sewer
- Review of As-Built Drawings completed by the Contractor to verify all field changes have been adequately documented.
- Confluence will issue Final-Completion and Acceptance letter to the City of Lenexa
- Recommending acceptance of the final completed project.

PROPOSED FEE

Based on an overall Project Budget of \$14,000,000.00 we propose the following fees for Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration.

Team Design Professional Fee: \$1,197,000.00

Site Survey: \$35,000.00 (see attached exhibit outlining the survey limits)

Project Expenses: \$29,925.00 (Maximum - invoiced at cost)

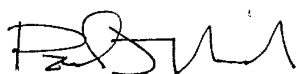
Total Project Fee: \$1,261,925.00

Based on the above totals the resulting budget for construction (hard and soft costs) is \$12,738,075.00.

Confluence appreciates the confidence you have expressed in our project team and look forward to working with you to develop an exciting and memorable new Indian Trails Aquatics Facility for the citizens of Lenexa.

Sincerely,

Confluence



PJ Novick, ASLA, Principal
417 Delaware Street
Kansas City, MO 64105
816-309-4433

CC: Hank Moyers, ASLA, Associate
Terry Berkbuegler, ASLA, Senior Principal

STANDARD HOURLY RATES

Senior Principal	\$160.00 - \$210.00 per hour
Principal	\$140.00 - \$195.00 per hour
Associate Principal	\$130.00 - \$170.00 per hour
Associate	\$110.00 - \$160.00 per hour
Senior Project Manager	\$100.00 - \$150.00 per hour
Project Manager	\$90.00 - \$120.00 per hour
Senior Landscape Architect	\$90.00 - \$120.00 per hour
Landscape Architect	\$80.00 - \$110.00 per hour
Senior Project Planner	\$90.00 - \$120.00 per hour
Planner II	\$80.00 - \$110.00 per hour
Planner I	\$70.00 - \$100.00 per hour
Landscape Architect-In-Training	\$70.00 - \$100.00 per hour
Landscape Architect Intern / Landscape Designer	\$60.00 - \$85.00 per hour
Draftsperson	\$50.00 - \$85.00 per hour
Graphic Designer	\$70.00 - \$100.00 per hour
Clerical / System Staff	\$42.00 - \$80.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool	\$1,500.00
Filing Fees	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$.575 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.05 each
B/W Photocopies/Prints 11x17	\$.09 each
Color Photocopies/Prints 8½ x 11	\$.65 each
Color Photocopies/Prints 11x17	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Electronic Files	\$50.00 each
Online Meeting Service	\$35.00 each

