



Agenda

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

**OCTOBER 17, 2023
7:00 PM
COMMUNITY FORUM**

CALL TO ORDER Pledge of Allegiance

ROLL CALL

APPROVE MINUTES October 3, 2023 City Council meeting draft minutes
(located in the Appendix)

**MODIFICATION OF
AGENDA**

PROCLAMATIONS Domestic Violence Awareness Month; Color the World
Orange Day (Nov. 7) and AMPS/CRPS Awareness Month
- November

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

1. Acceptance for maintenance
 - a. Acceptance of the Arbor Lake South, 1st Plat storm sewer public improvements for maintenance

This project constructed public storm sewer improvements in the Arbor Lake South, 1st Plat subdivision, located on the northwest corner of Prairie Star Parkway & Shady Bend Road. The work was privately funded.
 - b. Acceptance of the Lenexa Logistics Centre South Building 8 Right-Turn Lane and Traffic Signal Improvements for maintenance

This project included construction of an eastbound right-turn lane on College Boulevard and traffic signal modifications at the College Boulevard and Mill Creek Road Intersection. This work was privately funded.

- c. Acceptance of the Quivira Road - 75th Street to 87th Street Parkway Project for maintenance

This project consisted of curb repairs and a 2-inch mill and asphalt overlay, storm sewer improvements, street lighting improvements, and modifications to traffic signals along Quivira Road. Other work included construction of bus stops and landing pads, and construction of new turn lanes along 83rd Street and Quivira Road. The total cost of construction was \$3,762,826.06.

- 2. Acceptance of utility, drainage, landscape, and sidewalk easements and rights-of-way as shown on Stoneridge North, First Plat

Stoneridge North is a two-family residential subdivision on 10.9 acres north of 83rd Street & Cedar Niles Road. Easements and rights-of-way are being dedicated to the City as part of the final plat.

- 3. Acceptance of utility, drainage, landscape, and trail easements and rights-of-way as shown on Canyon Creek Apartment Homes, Final Plat

Canyon Creek Apartment Homes is a multi-family residential development on 17 acres at the northeast corner of K-10 Highway & Canyon Creek Boulevard. Easements and rights-of-way are being dedicated to the City as part of the final plat.

- 4. Acceptance of utility, drainage, landscape, and trail easements and rights-of-way as shown on Falcon Farm, 1st Plat

Falcon Farm, 1st plat is a single-family residential subdivision on 14.96 acres at the northeast corner of 101st Street & Lone Elm Road. Easements and rights-of-way are being dedicated to the City as part of the final plat.

- 5. Acceptance of utility easement and rights-of-way as shown on Westside Family Church, Second Plat

Westside Family Church, Second Plat is a one-lot subdivision on 20.97 acres located at 8500 Woodsonia Drive. A utility easement and rights-of-way are being dedicated to the City as part of the final plat.

6. Resolution calling for a public hearing to consider establishing a Community Improvement District for the Renner 95 Mixed-Use Project

Renner Associates, LLC has petitioned to establish a Community Improvement District (CID). In order to establish a CID, a public hearing must be held. The resolution provides notice of a public hearing to consider the establishment of a CID over property located at the northeast corner of 95th Street & Renner Boulevard.

7. Resolution approving the annual investment policy for operating funds

The Pooled Money Investment Board for the State of Kansas requires government entities with expanded investment powers to review and adopt an investment policy on an annual basis. Staff and the City's investment consultant have reviewed the existing policy and are recommending updates to Section 9.

8. Resolution approving the 2023-2024 insurance program and authorizing the City Manager to execute all documents necessary to procure property and liability insurance and associated lines of coverage

The City performed a comprehensive bid for its entire property and liability insurance program in 2022 and moved from a first dollar insurance program to a self-insured retention program for the 2022-2023 policy year. The proposed 2023-2024 self-insured retention program is substantially similar to the 2022-2023 program, but due to market conditions, the program has increased in cost by 17.33% for a total cost of \$494,688.

9. Resolution approving an addendum to the 2023 Community Development Block Grant Subrecipient Agreement

This addendum adds the requirements of the Build America, Buy America Act to the 2023 Community Development Block Grant Subrecipient Agreement.

10. Ordinance amending Lenexa City Code Section 1-9-B-3 regarding funding public improvements

The proposed ordinance is a cleanup amendment to ensure the language in Section 1-9-B-3 is consistent with Charter Ordinance No. 72 regarding the issuance of general obligation bonds for certain public improvements.

11. Ordinance granting a contract franchise to CenturyLink Communications, LLC

This ordinance will grant a new franchise with CenturyLink Communications, LLC to construct, operate, and maintain a telecommunications system in the city. The franchise ordinance includes a 5% fee on gross receipts and a

two-year term with four automatic renewal terms of two years each for a total of 10 years.

END OF CONSENT AGENDA

BOARD RECOMMENDATIONS

12. Consideration of a rezoning and preliminary plat/plan known as Viscek Estates to split a parcel into a single-family residential lot and an undeveloped lot, located at 25925 W. 83rd Street
 - a. Ordinance rezoning property from the AG, Agricultural Zoning District to the RP-1, Planned Residential (Low-Density) Zoning District
 - b. Approval of a companion preliminary plat/plan for Viscek Estates

The applicant is requesting approval to rezone the property located at 25925 W. 83rd Street from the AG, Agricultural Zoning District to the RP-1, Planned Residential (Low-Density) District, and approval of a companion preliminary plat/plan for an agricultural and single-family residential use known as Viscek Estates.

NEW BUSINESS

13. Resolution approving and authorizing the Mayor to execute an agreement with Spaces, Inc. for the furniture at the Lenexa Justice Center

Workstations and furniture in private offices, conference rooms, and public gathering spaces have been selected for the Lenexa Justice Center. The total agreement amount is \$1,689,251.85.

14. Resolution approving and authorizing the Mayor to execute Amendment #1 to the Agreement with CBC Real Estate Group, LLC for Owner's Representative services for the Lenexa Justice Center

This request would add an additional four months of Owner's Representative services and provide funding for additional procurement services for fixtures, furniture, and equipment (FFE) for the Lenexa Justice Center. Funding for this amendment has been included in the overall project budget and does not require additional funding.

**COUNCILMEMBER
REPORTS**

STAFF REPORTS

END OF RECORDED SESSION

**BUSINESS FROM
FLOOR**

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

ADJOURN

APPENDIX

15. October 3, 2023 City Council meeting draft minutes
16. Domestic Violence Awareness Month Proclamation
17. Color the World Orange Day and AMPS/CRPS Awareness Month Proclamation
18. Item 7 -- Draft investment policy
19. Item 11 -- CenturyLink Franchise Ordinance

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

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

ASSISTIVE LISTENING DEVICES ARE AVAILABLE FOR USE IN THE COMMUNITY FORUM BY REQUEST.



**CITY COUNCIL
MEMORANDUM**

ITEM 1a

SUBJECT: Acceptance of the Arbor Lake South, 1st Plat storm sewer public improvements for maintenance

CONTACT: Tim Green, Deputy Community Development Director

DATE: October 17, 2023

ACTION NEEDED:

Accept the Arbor Lake South, 1st Plat storm sewer public improvements for maintenance.

PROJECT BACKGROUND/DESCRIPTION:

This project constructed public storm sewer improvements in the Arbor Lake South, 1st Plat subdivision, located on the northwest corner of Prairie Star Parkway & Shady Bend Road.

Staff performed a final inspection on October 2, 2023 and advised that all work had been completed in accordance with the plans and specifications. The maintenance bonds for this project shall go into force upon acceptance by the Governing Body on October 17, 2023 and will expire on October 17, 2025.

The contractor was Havens Construction.

Pipe length: 259 linear feet

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This project was privately funded.

STAFF RECOMMENDATION:

Acceptance for maintenance.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

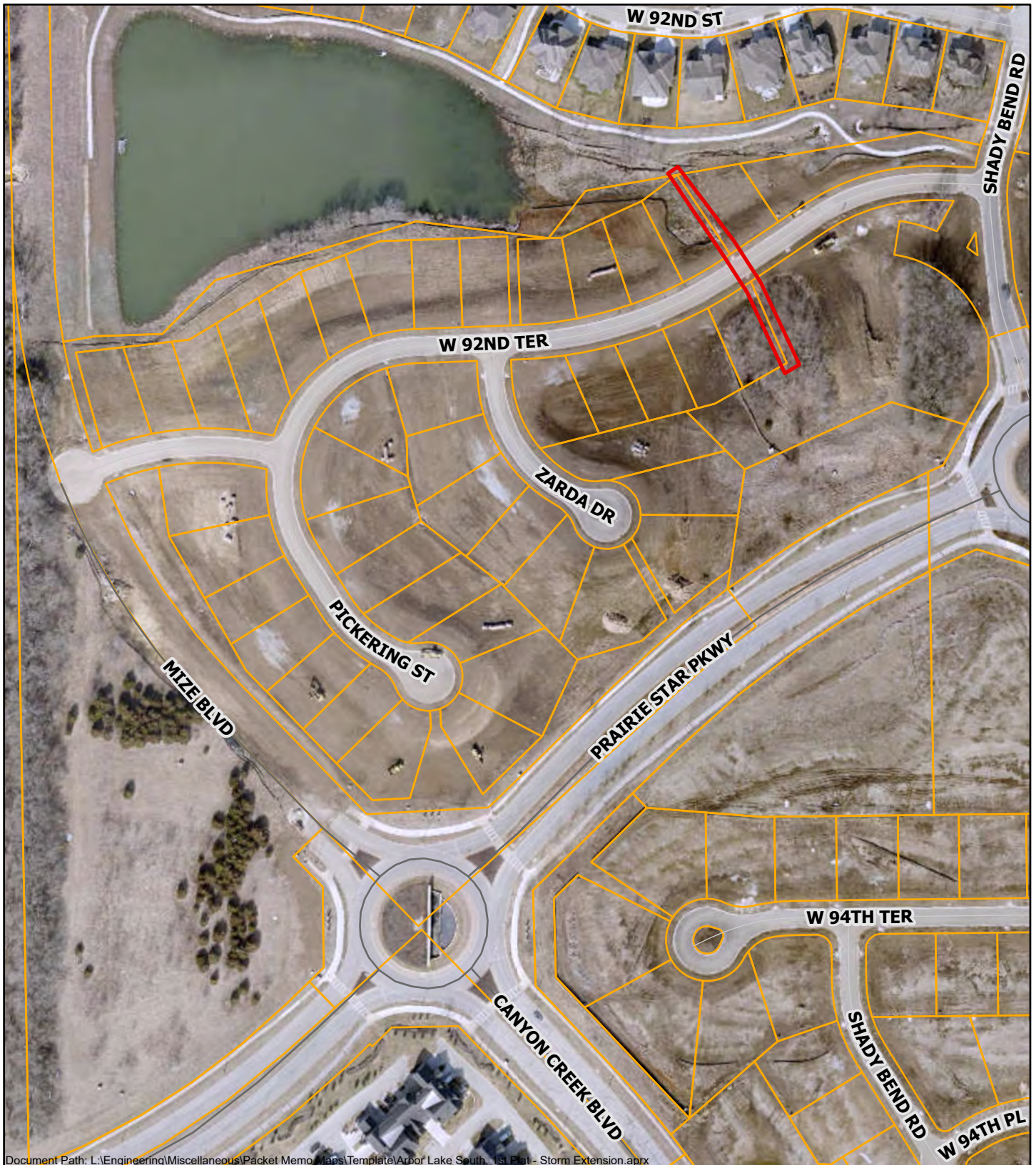
Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment

ATTACHMENTS

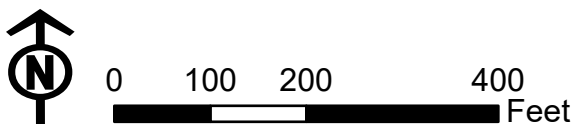
1. Map



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

Arbor Lake South, First Plat Storm Sewer Public Improvements





**CITY COUNCIL
MEMORANDUM**

ITEM 1b

SUBJECT: Acceptance of the Lenexa Logistics Centre South Building 8 Right-Turn Lane and Traffic Signal Improvements for maintenance

CONTACT: Tim Green, Deputy Community Development Director

DATE: October 17, 2023

ACTION NEEDED:

Accept the Lenexa Logistics Centre South Building 8 Right-Turn Lane and Traffic Signal Improvements for maintenance.

PROJECT BACKGROUND/DESCRIPTION:

This project included construction of an eastbound right-turn lane on College Boulevard at the new driveway entrance into Lenexa Logistics Centre South Building 8 and traffic signal modifications at the College Boulevard & Mill Creek Road intersection. This work was privately funded.

Staff performed a final inspection on September 29, 2023 and advised that all work had been completed in accordance with the plans and specifications. The maintenance bonds for this project shall go into force upon acceptance by the Governing Body on October 17, 2023 and will expire on October 17, 2025.

The contractor was Arco National Construction-KC, LLC.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This project was privately funded.

STAFF RECOMMENDATION:

Acceptance for maintenance.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

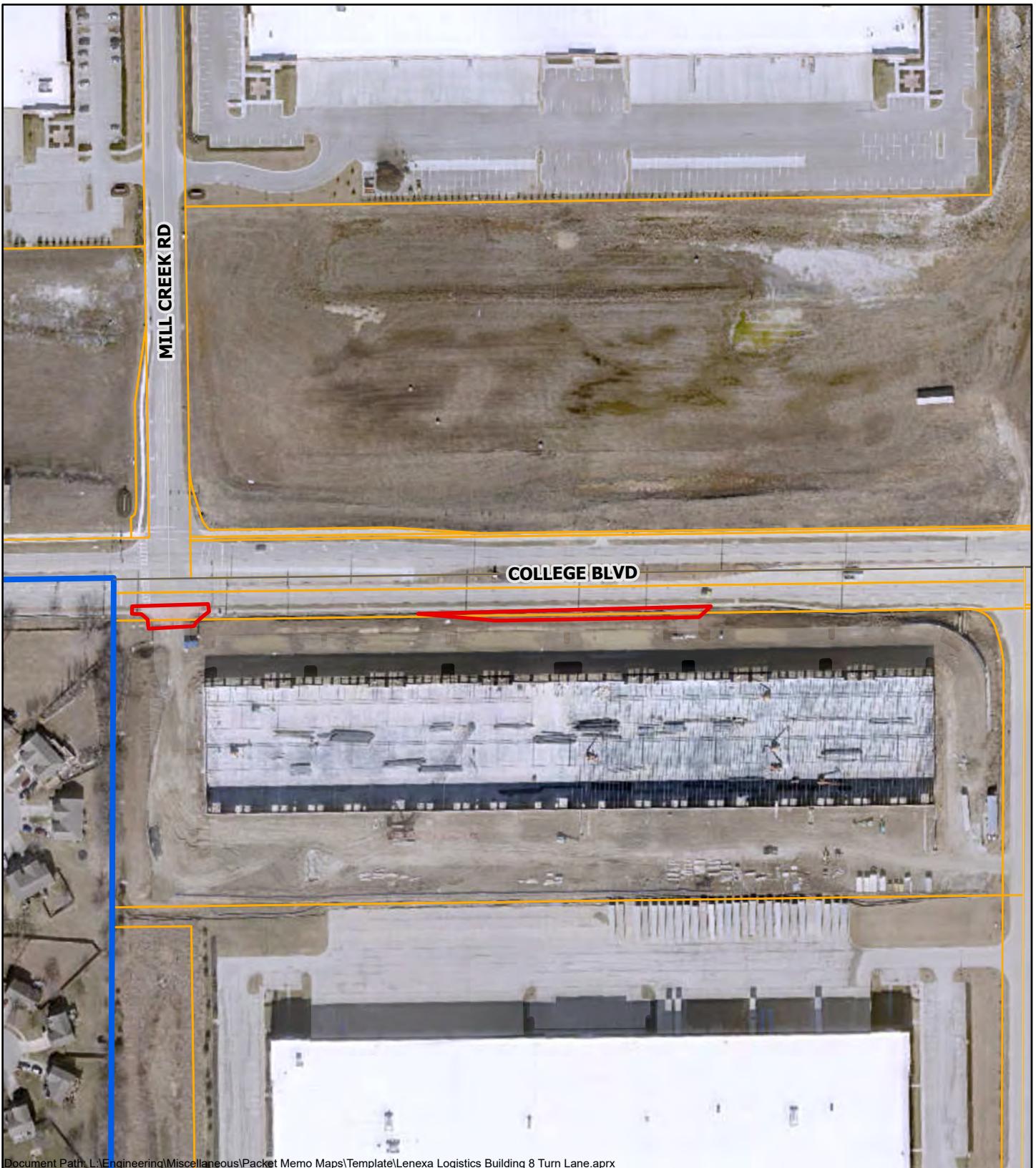
Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment

ATTACHMENTS

1. Map



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

Lenexa Logistics Centre South - Building 8 Right-Turn Lane and Traffic Signal Improvements



0 100 200 400
Feet



**CITY COUNCIL
MEMORANDUM**

ITEM 1c

SUBJECT: Acceptance of the Quivira Road - 75th Street to 87th Street Parkway Project for maintenance

CONTACT: Tim Green, Deputy Community Development Director

DATE: October 17, 2023

ACTION NEEDED:

Accept the Quivira Road - 75th Street to 87th Street Parkway Project for maintenance.

PROJECT BACKGROUND/DESCRIPTION:

This project consisted of the following:

- 2-inch mill and asphalt overlay
- replacement of deteriorated curbs and median
- storm sewer improvements
- street lighting improvements
- modification of traffic signals at 79th Street & Quivira Road and 81st Street & Quivira Road to provide ADA pedestrian access
- replacement of the traffic signal at 77th Street & Quivira Road
- construction of bus stops and landing pads
- construction of a right-turn lane and the lengthening of the left-turn lane along Quivira Road at 83rd Street
- construction of a right-turn lane along 83rd Street at Quivira Road

Staff performed a final inspection on August 9, 2023 and advised that all work had been completed in accordance with the plans and specifications. The maintenance bonds for this project shall go into force upon acceptance by the Governing Body on October 17, 2023 and will expire on October 17, 2025.

The contractor was V.F. Anderson Builders, LLC.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

This project was funded by the following:

| | |
|----------------------------------------------------------------------------------|-------------|
| Capital Improvement Fund | \$1,633,392 |
| County Assistance Road System | \$1,400,000 |
| Pavement Management Program | \$496,534 |
| Traditional Stormwater Infrastructure Replacement Project (Project No. 90055) | \$361,025 |

| | |
|------------------------------------------------------|--------------------|
| Street Light Replacement Project (Project No. 60042) | \$240,310 |
| Transportation Improvement Program - TIP Zone 1 | \$165,000 |
| City of Shawnee | \$92,376 |
| TOTAL PROJECT BUDGET | \$4,388,637 |

STAFF RECOMMENDATION:

Acceptance for maintenance.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

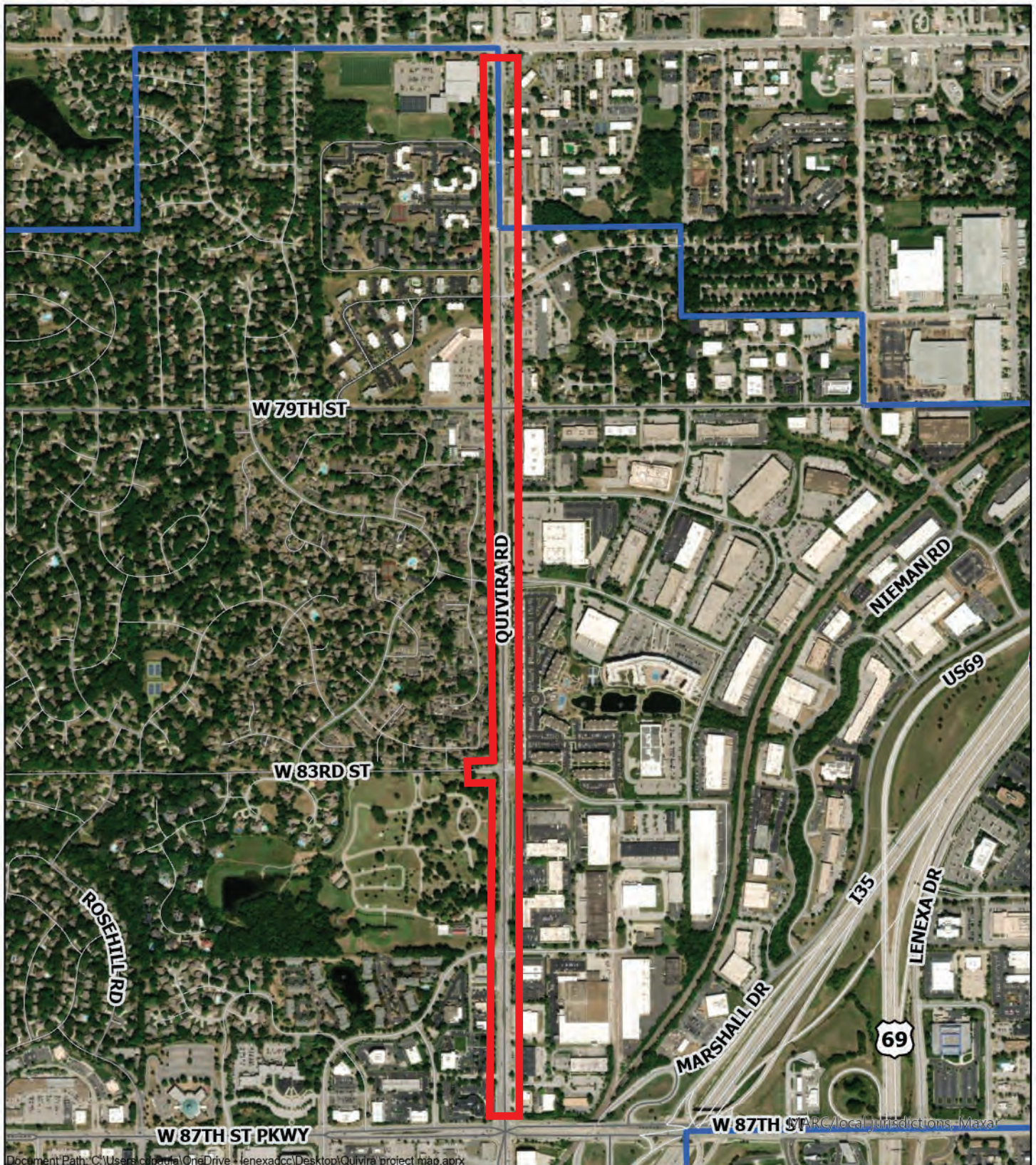
Integrated Infrastructure & Transportation

Guiding Principles

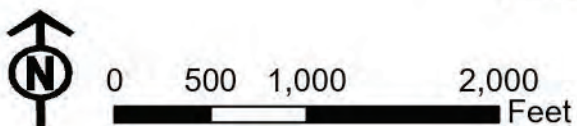
Strategic Community Investment

ATTACHMENTS

- 1. Map



Quivira Road Improvements Project Aerial/Vicinity Map





**CITY COUNCIL
MEMORANDUM**

ITEM 2

SUBJECT: Acceptance of utility, drainage, landscape, and sidewalk easements and rights-of-way as shown on Stoneridge North, First Plat

CONTACT: Scott McCullough, Community Development Director

DATE: October 17, 2023

ACTION NEEDED:

Accept the utility, drainage, landscape, and sidewalk easements and rights-of-way as shown on Stoneridge North, First Plat.

APPLICANT:

Matt Mabe, Complete LLC

OWNER:

Complete, LLC

PROPERTY LOCATION/ADDRESS:

North of 83rd Street & Cedar Niles Road

PROJECT BACKGROUND/DESCRIPTION:

This is a final plat for Stoneridge North, First Plat, the first phase of Stoneridge North, a residential subdivision consisting of 381 single-family lots and 53 two-family lots. Phase one includes 21 two-family (duplex) lots, five tracts, and construction of new public streets and related infrastructure. The site is located near the northeast corner of 83rd Street & Cedar Niles Road.

The applicant received approval from the Planning Commission for the final plat, including three deviations from the Unified Development Code (UDC). There are two revised deviation requests related to lot width and lot area, and one new deviation request related to street setback. These revised deviation requests were approved by the Planning Commission at their October 2, 2023 meeting.

The Governing Body is accepting easements and rights-of-way for this plat.

STAFF RECOMMENDATION:

Acceptance of the easements and rights-of-way.

PLANNING COMMISSION ACTION:

This item was considered as Consent Agenda Item 4 at the October 2, 2023 Planning Commission meeting.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1-5. Moved by Commissioner Handley, seconded by Commissioner Macke, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

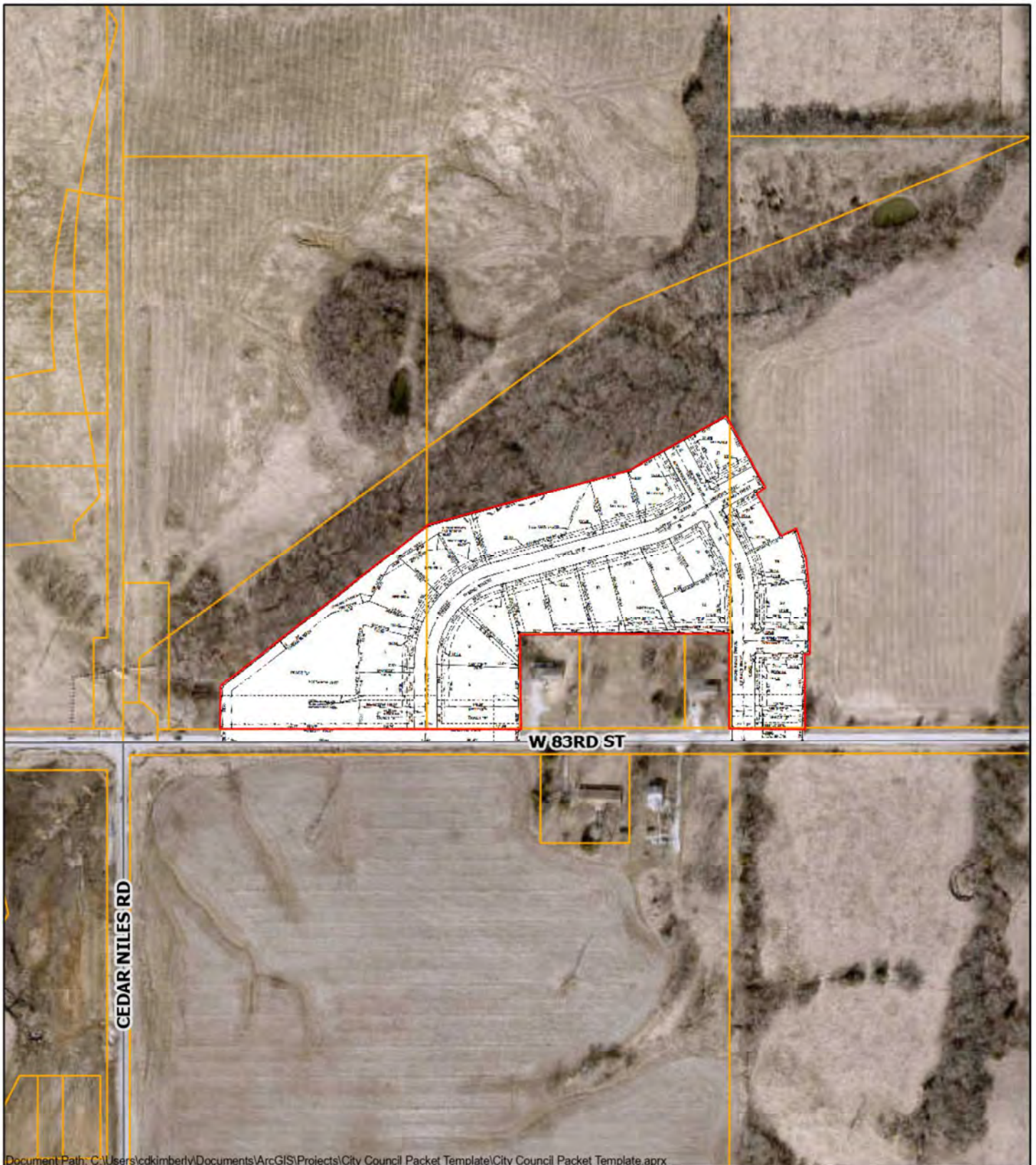
Vibrant Neighborhoods

Guiding Principles

Responsible Economic Development

ATTACHMENTS

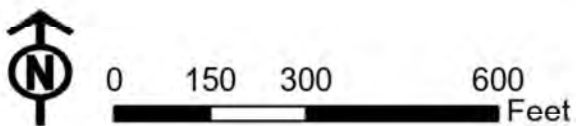
1. Map
2. Plat
3. PC Staff Report
4. PC Draft Minutes Excerpt



Document Path: C:\Users\cdkimberly\Documents\ArcGIS\Projects\City Council Packet Template\City Council Packet Template.aprx

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

Stoneridge North, First Plat PT23-19F



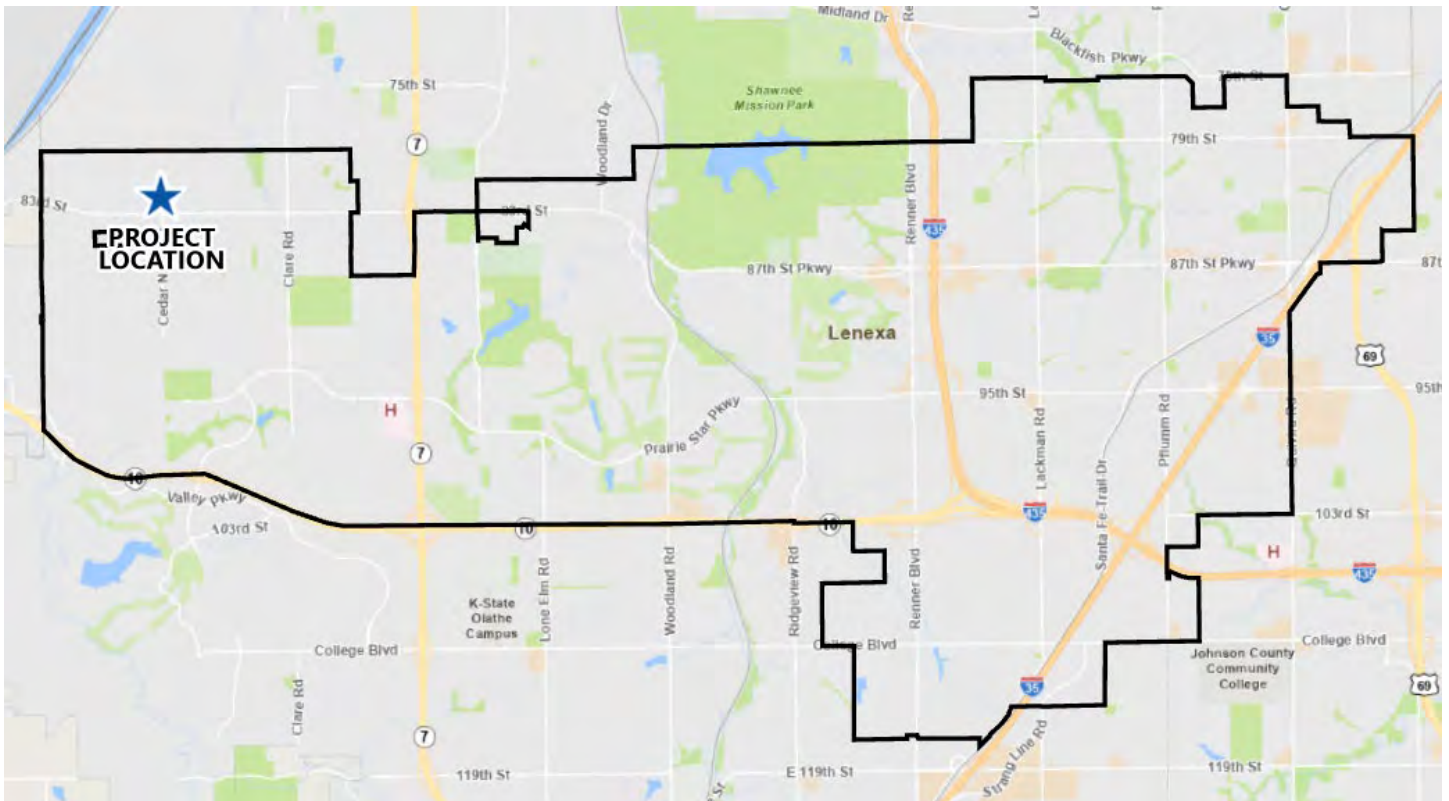
PART OF THE SW 1/4 OF SEC. 29-12-23
IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS

PART OF THE SW 1/4 OF SEC. 29-12-23
IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS



STONERIDGE NORTH, FIRST PLAT

| | | | |
|-----------------------|-------------------------|----------------------|---------------------------------------------------------------|
| Project #: | PT23-19F | Location: | Near the NEC of W. 83 rd Street & Cedar Niles Road |
| Applicant: | Matt Mabe, Complete LLC | Project Type: | Final Plat |
| Staff Planner: | Kimberly Portillo, AICP | Proposed Use: | Two-Family Residential |



PROJECT SUMMARY

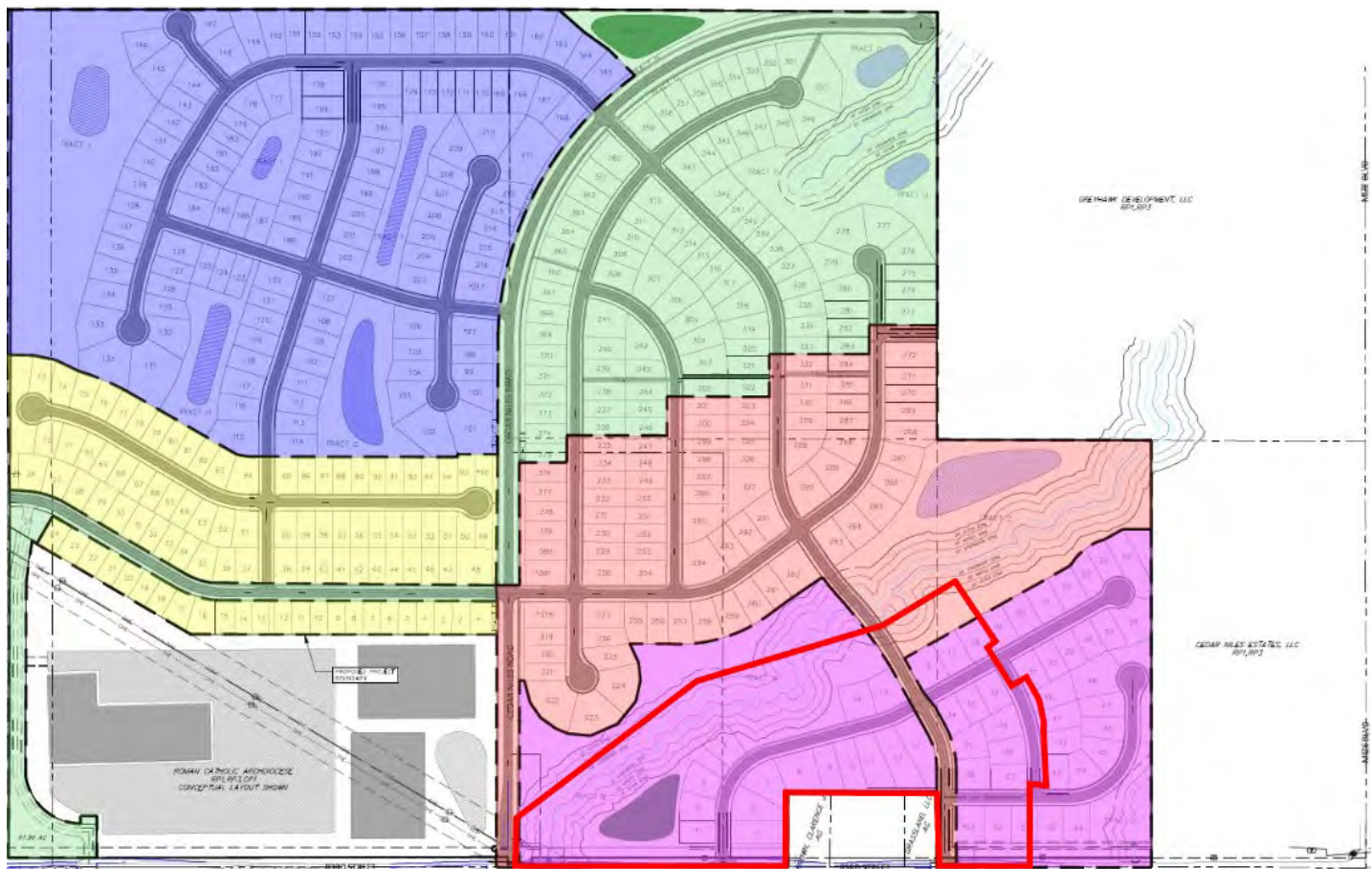
The applicant seeks approval of a final plat for Stoneridge North, First Plat, the first phase of Stoneridge North, a residential subdivision. Phase one includes 21 two-family (duplex) lots, five tracts, and construction of new public streets and related infrastructure. The site is located near the northeast corner of W. 83rd Street and Cedar Niles Road. The applicant requests approval of a final plat for the development and three deviations from the Unified Development Code (UDC). There are two revised deviation requests related to lot width and lot area, and one new deviation request related to street setback. The updated deviations are due to refinements from preliminary to final plan stage and are supported by Staff. The proposed final plat is consistent with the approved preliminary plat (PT22-01P), which was approved by the Governing Body on February 7, 2023, with the exception of the revised deviation requests. This project does not require a Public Hearing.

STAFF RECOMMENDATION: APPROVAL

SITE INFORMATION

This site was annexed into the City of Lenexa in November of 1986, at which time it was zoned and used as agricultural. It was subsequently rezoned to NP-O, RP-1, and AG in 2009 as part of the larger Cedar Niles Estates rezoning and concept plan (RZ09-02 and PL09-01CP), which included a total of 278.63 acres north of W. 83rd Street and west of Mize Boulevard. The 2009 plan did not progress beyond plan approvals.

Arise Homes rezoned 168 acres from AG, RP-1, NP-O, and CP-1 to RP-1 and RP-2 in 2022 as part of a new residential subdivision, Stoneridge North. The subject site is the portion that was rezoned to RP-2. A preliminary plat (PT22-01P) was also approved at the same time as the rezoning (RZ22-05). The preliminary plat included approved deviations in the RP-2 Zoning District for minimum site area per dwelling unit and minimum lot width.



LEGEND

- PHASE 1 - 53 MULTIFAMILY LOTS
- PHASE 1 - 79 SINGLE FAMILY LOTS
- PHASE 2 - 86 SINGLE FAMILY LOTS
- PHASE 3 - 121 SINGLE FAMILY LOTS
- PHASE 4 - 95 SINGLE FAMILY LOTS

Exhibit 1: Preliminary Plat (PT22-01P) with Subject Plat from PT23-19F Outlined in Red

| LAND AREA (AC) | BUILDING AREA | CURRENT ZONING | COMP. PLAN |
|----------------|---------------|----------------|----------------------|
| 10.9 | N/A | RP-2 | Suburban Residential |



Exhibit 2: Aerial Image of Subject Site

LAND USE REVIEW

The proposed use is a residential subdivision. Stoneridge North is planned to include both single-family and two-family lots. This final plat is for the first phase and includes only two-family lots. The Future Land Use designation is Suburban Residential. Two-family homes are an allowable use within the RP-2 Zoning District. The proposed use is similar to recent approvals in the area, including the Stoneridge development on the south side of W. 83rd Street. Other uses in the area include a nearby school (Mill Creek Middle School) and additional planned residential development.

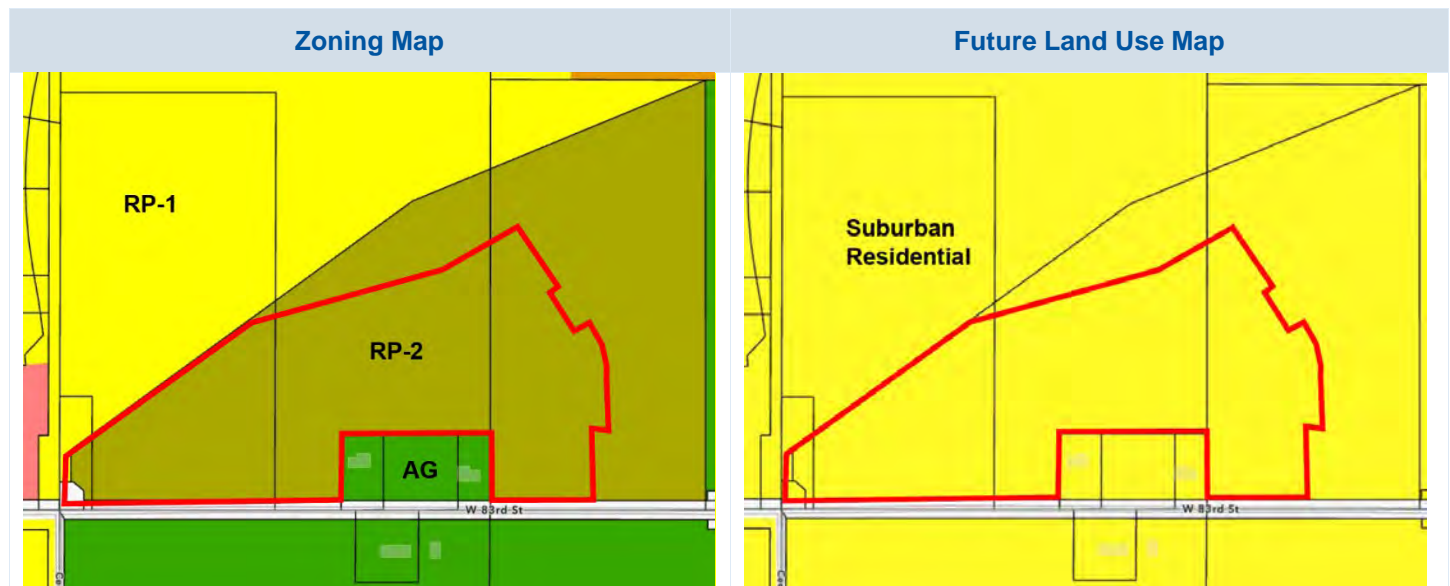


TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

| Vicinity | Land Use Designation | Zoning | Current Use |
|-------------------------|----------------------|-------------------------------------------------------------------------|---------------------|
| Subject Property | Suburban Residential | RP-2, Planned Residential Single-Family (Intermediate-Density) District | Undeveloped |
| North | Suburban Residential | RP-1, Planned Residential Single-Family (Low-Density) District | Undeveloped |
| South | Suburban Residential | AG, Agricultural District | Single Family Homes |
| East | Suburban Residential | RP-2, Planned Residential Single-Family (Intermediate-Density) District | Undeveloped |
| West | Suburban Residential | RP-1, Planned Residential Single-Family (Low-Density) District | Undeveloped |

FINAL PLAT REVIEW

This is a final plat of 21 duplex lots on 10.88 acres and is the first phase of the Stoneridge North subdivision, for which a preliminary plan/plat was approved in February 2023. The final plat includes amenity areas that will serve the larger Stoneridge North subdivision, including private trails. A plat note states that the trails shall be installed with the subdivision infrastructure.

Street development includes two street connections onto W. 83rd Street which are intended to connect to future phases of the subdivision. Sidewalks will be provided for pedestrian access. Tract C is dedicated as future right-of-way. The plat currently shows a street named as Stone Ridge Drive. Staff will continue to work with the applicant before recording of the plat on street naming to ensure City Standards are met. This street will be known instead as Landon Street.

TABLE 2: PLAT DEDICATIONS

| Type of Dedication | Dedicated To |
|--------------------------|---------------------------|
| Rights-of-Way | City of Lenexa |
| Landscape Easements | City of Lenexa |
| Utility Easements | City of Lenexa |
| Drainage Easements | City of Lenexa |
| Trail Easement | City of Lenexa |
| Sidewalk Easement | City of Lenexa |
| Sanitary Sewer Easements | Johnson County Wastewater |

TABLE 3: TRACT PURPOSES

| Tract | Purpose |
|----------|---------------------------------|
| A | Landscape buffer and open space |
| B | Landscape buffer and open space |
| C | Future right-of-way |
| D | Amenities |
| E | Landscape buffer and open space |

Tracts A, B, D and E shall be owned and maintained by the Homeowners Association

Tract C shall be owned by the City and maintained by the Homeowners Association until future street to the south is dedicated.

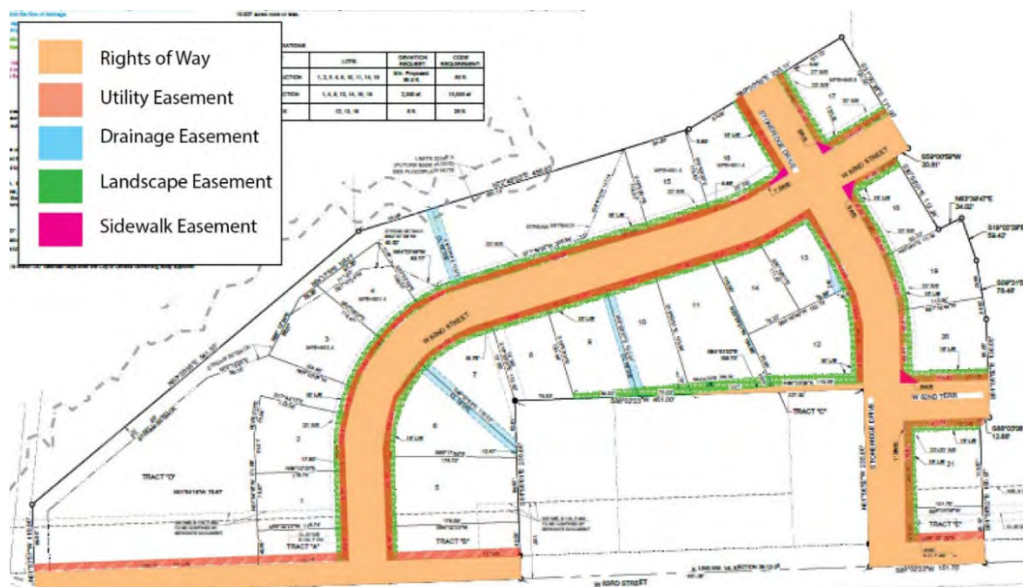


Exhibit 3: Stoneridge North, First Plat

DEVIATIONS

The preliminary plan/plat (PT22-01P) was approved with deviations from the RP-2 standards for minimum lot area and minimum lot width. Due to slight changes within the plan/plat from preliminary to final, the applicant is now asking for revised deviations to include minimum site area, minimum lot width, and street setback for a limited number of lots as outlined in Table 3.

REQUESTED DEVIATIONS

| DEVIATION TYPE: | LOTS: | DEVIATION REQUEST: | CODE REQUIREMENT: |
|---------------------|-------------------------------|-------------------------|-------------------|
| LOT WIDTH REDUCTION | 1, 2, 3, 4, 8, 10, 11, 14, 19 | Min. Proposed: 65.0 ft. | 80 ft. |
| LOT AREA REDUCTION | 1, 4, 8, 13, 14, 15, 18 | 2,300 sf. | 10,000 sf. |
| STREET SETBACK | 12, 13, 18 | 5 ft. | 25 ft. |



Exhibit 4: RP-2 Deviations Requested with Final Plat.

REVIEW PROCESS

- This project requires approval by the Planning Commission and acceptance of dedications by the City Council. Pending a recommendation from the Planning Commission, the project is tentatively scheduled for consideration from the City Council on October 17, 2023.
- The applicant should inquire about additional City requirements, such as permits and development fees.

RECOMMENDATION FROM PROFESSIONAL STAFF

★ **Staff recommends approval of the proposed Final Plat for Stoneridge North, First Plat.**

- This is a final plat of 21 two-family lots and five tracts in the RP-2 Zoning District, with deviations for lot area, lot width, and street setback. This is the first phase of the planned Stoneridge North single-family and two-family residential development.
- The project is consistent with Lenexa's goals through *Responsible Economic Development* and *Strategic Community Investment* to create *Vibrant Neighborhoods*.

FINAL PLAT

Staff recommends **approval** of the final plat for PT23-19F - **Stoneridge North, First Plat** near the northeast corner of W. 83rd Street and Cedar Niles Road, for a residential subdivision with two-family lots.

CONSENT AGENDA

1. **Brookhollow East, 4th Plat - Consideration of a final plat to combine two platted lots into a single lot in the Brookhollow East Business Park located at 8500 Marshall Drive within the CP-4, Planned Service Commercial District. PT23-20F**
2. **Canyon Creek Apartment Homes - Consideration of a final plat for a multi-family residential development located near the northeast corner of Canyon Creek Boulevard and K-10 Highway within the RP-2, Planned Residential (Intermediate Density) and RP-4, Planned Residential (High Density) Districts. PT23-23F**
3. **Falcon Farm, 1st Plat - Consideration of a final plat for a single-family subdivision located near the northwest corner of 101st Street and Lone Elm Road within the R-1, Single-Family Residential District. PT23-22F**
4. **Stoneridge North, First Plat - Consideration of a final plat for a two-family (duplex) residential subdivision located near the northeast corner of West 83rd Street and Cedar Niles Road within the RP-2, Planned Residential (Intermediate Density) District. PT23-19F**
5. **Westside Family Church Care Center - Consideration of a final plan and final plat for a two-story office building accessory to the church/place of worship located at 8500 Woodsonia Drive within the R-1, Single-Family Residential District. PL23-18F & PT23-21F**
6. **Kiewit K3 Building Sign - Consideration of a final plan for installation of a sign on the penthouse structure of the future Kiewit K3 Building located at the southwest corner of 89th Street and Hampton Street within the CC, Planned City Center District. PL23-19F**

Commissioner Wagner declared a conflict of interest regarding item no. 6 stating she works for the applicant.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1-5. Moved by Commissioner Handley, seconded by Commissioner Macke, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Item 6. Moved by Commissioner Woolf, seconded by Commissioner Macke, and carried by a vote of 8-0-1, with Commissioner Wagner abstaining.



**CITY COUNCIL
MEMORANDUM**

ITEM 3

SUBJECT: Acceptance of utility, drainage, landscape, and trail easements and rights-of-way as shown on Canyon Creek Apartment Homes, Final Plat

CONTACT: Scott McCullough, Community Development Director

DATE: October 17, 2023

ACTION NEEDED:

Accept the utility, drainage, landscape, and trail easements and rights-of-way as shown on Canyon Creek Apartment Homes, Final Plat.

APPLICANT:

Erin Merrill, Eskie + Associates

OWNER:

Speedway II LLC & K10-C, LLC

PROPERTY LOCATION/ADDRESS:

Northest corner of K-10 Highway & Canyon Creek Boulevard

PROJECT BACKGROUND/DESCRIPTION:

This is a final plat of Canyon Creek Apartment Homes, containing one lot, three tracts, and rights-of-way on approximately 17 acres in the RP-2 and RP-4 Zoning Districts. The plat follows approval of a preliminary plan/plat for a multi-family development and approval of a preliminary and final plat for construction of 100th Street, which were approved by the Governing Body on September 19, 2023.

Planned development of this site includes five multi-family buildings totaling 212 dwelling units and 205,000 square feet. The plans include private amenities, landscaping, parking, and related infrastructure. The final plat includes dedication of public rights-of-way and easements for a public trail, utilities, landscaping, sanitary sewer, and drainage.

The Governing Body is accepting easements and rights-of-way for this plat.

STAFF RECOMMENDATION:

Acceptance of the easements and rights-of-way.

PLANNING COMMISSION ACTION:

This item was considered as Consent Agenda Item 2 at the October 2, 2023 Planning Commission meeting.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1-5. Moved by Commissioner Handley, seconded by Commissioner Macke, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

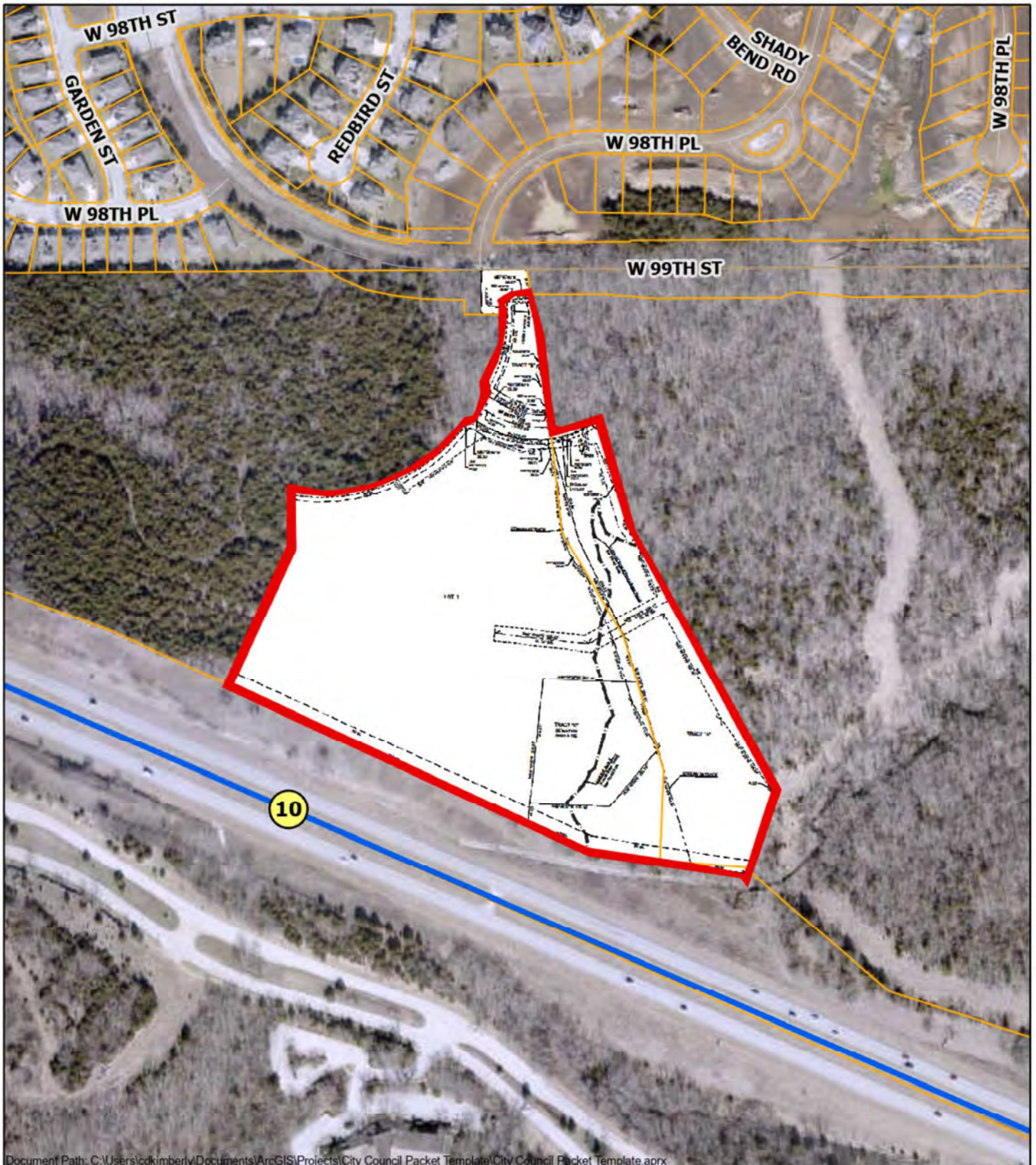
Vibrant Neighborhoods

Guiding Principles

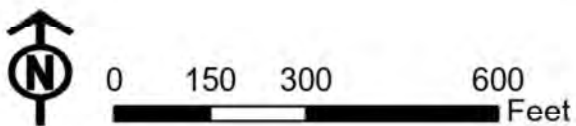
Responsible Economic Development

ATTACHMENTS

1. Map
2. Plat
3. PC Staff Report
4. PC Draft Minutes Excerpt



Final Plat of Canyon Creek Apartment Homes **PT23-23F**



EASEMENT EXHIBIT
CANYON CREEK APARTMENT HOMES
PART OF THE SE. 1/4 OF SEC. 05-13-23, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS



| LOT # | AREA (SF) |
|-------------|------------|
| 1 | 446,106.05 |
| TRACT "A" | 191,128.66 |
| TRACT "B" | 24,097.35 |
| TRACT "C" | 62,772.71 |
| R/W 99TH PL | 10,443.82 |
| R/W 99TH ST | 7,841.18 |

DESCRIPTION:

All that part of the Southeast One-Quarter of Section 5, Township 13 South, Range 23 East, in the City of Lenexa, Johnson County, Kansas being described as follows:
Commencing at the Northwest corner of the Southeast One-Quarter of said Section 5, thence along the North line of the said Southeast One-Quarter, North 87 degrees 47 minutes 43 seconds East (North 87 degrees 45 minutes 05 seconds East deduced), a distance of 134.89 feet to the Point of Beginning; thence continuing North 87 degrees 47 minutes 43 seconds East, a distance of 102.25 feet; thence South 10 degrees 23 minutes 21 seconds East a distance of 117.25 feet; thence South 08 degrees 12 minutes 48 seconds East a distance of 41.22 feet to a point of curvature; thence along a curve to the left having an initial tangent bearing of North 87 degrees 43 minutes 25 seconds East, a radius of 200.00 feet, a central angle of 29 degrees 26 minutes 04 seconds and an arc length of 102.75 feet; thence South 18 degrees 06 minutes 43 seconds East a distance of 232.27 feet; thence South 12 degrees 35 minutes 14 seconds East a distance of 173.19 feet; thence South 30 degrees 18 minutes 07 seconds East a distance of 403.15 feet; thence South 16 degrees 02 minutes 13 seconds West a distance of 199.00 feet to a point on the North line of the said Southeast One-Quarter of Section 5, 10 as now established; thence along said North line right of way line for the following two courses, North 83 degrees 00 minutes 15 seconds West (North 83 degrees 00 minutes 16 seconds West deduced), a distance of 351.01 feet; thence North 87 degrees 11 minutes 52 seconds West (North 87 degrees 11 minutes 52 seconds West deduced), a distance of 857.19 feet; thence North 22 degrees 47 minutes 28 seconds East a distance of 324.38 feet; thence North 02 degrees 07 minutes 45 seconds East a distance of 131.81 feet to a point of curvature on the South line of line of 100th Street as added in CANYON CREEK 100TH STREET, a street plat in the said City of Lenexa; thence along said right of way line for the following seven courses, along a curve to the left having an initial tangent bearing of South 83 degrees 12 minutes 51 seconds East, a distance of 232.27 feet; thence North 29 degrees 20 minutes 38 seconds East a distance of 40.00 feet; thence North 16 degrees 28 minutes 07 seconds West a distance of 21.23 feet to a point of curvature; thence along a curve to the left having an initial tangent bearing of North 28 degrees 32 seconds East a radius of 300.00 feet, a central angle of 30 degrees 13 minutes 20 seconds and an arc length of 158.24 feet; thence North 02 degrees 12 minutes 48 seconds West a distance of 5.16 feet; thence South 87 degrees 47 minutes 43 seconds West a distance of 47.01 feet; thence North 02 degrees 12 minutes 17 seconds West a distance of 80.00 feet to the Point of Beginning and containing 17.046 acres more or less.

DEDICATION:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat which hereafter shall be known as "CANYON CREEK APARTMENT HOMES".

The streets and roads shown on this plat and not heretofore dedicated as thoroughfares are hereby dedicated to the City of Lenexa, Johnson County, Kansas.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, pipes, inlets, manholes, surface drainage facilities and other similar facilities, upon, over, and under those areas outlined and designated on this plat as "Drainage Easement" or "D/E", is hereby granted to the City of Lenexa, Kansas. Drainage Easements shall remain free of fences, shrubs, trees and other obstacles that would restrict the flow of drainage. The City of Lenexa is under no duty or obligation to maintain or repair the stormwater drainage facilities placed within the limits of this easement, and in no event shall this easement be construed to impose any such obligation on the City of Lenexa.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, pipes, poles, wires, drainage facilities, sanitary sewers, ditches and cables, and similar facilities, upon, over and under those areas outlined and designated on this plat as "Utility Easement" or "U/E", is hereby granted to the City of Lenexa, Kansas. No above ground facilities associated with the use herein permitted shall be constructed, located, or maintained in any area of the "U/E" that crosses or intersects with a "Drainage Easement" or "D/E".

A 10 foot wide Utility Easement or "U/E" is hereby dedicated to the City of Lenexa, Johnson County, Kansas, or its designees, off of lots or tracts adjacent to and parallel with all proposed Street Right-of-Way lines, as shown herein.

A Landscape Easement or "L/E" is hereby dedicated to the City of Lenexa, Johnson County, Kansas. Maintenance of this "L/E" shall be the responsibility of the property owner.

A Trail Easement or "T/E" is hereby dedicated to the City of Lenexa, Kansas, for public use over those areas outlined and designated on this plat as such. Maintenance of this "T/E" shall be the responsibility of the property owner.

The undersigned proprietor of said property shown on this plat hereby certifies that all prior existing easement rights on land to be dedicated for public use and public ways and thoroughfares running to any person, utility or corporation have been abolished except that same person, utility or corporation shall retain whatever easement rights they would have as if located in a public street.

RESTRICTIONS:

The use of all Lots and Tracts of land in this subdivision shall hereafter be subject to the Declaration of Covenants, Conditions and Restrictions which will be filed at the Office of the Register of Deeds of Johnson County, Kansas and shall hereby become a part of the dedication of this plat as though fully set forth herein.

Tracts "A" and "B" shall be utilized for amenities and open space. Tract "C" is to be utilized for detention and landscaping purposes. Tracts "A", "B" and "C" and stormwater facilities within Tract "C" are to be owned and maintained by the owners of all lots within the plat area herein or their assignees.

There shall be no direct access to 99th Street from Tract "B". Shown herein as Limits of No Access or "LNA".

This plat shall not be filed by the Register of Deeds unless filed within 730 calendar days after the City of Lenexa Governing Body approval date, inclusive.

LEGEND:

- FOUND MONUMENT
- FOUND 1/2" REBAR WITH KSL 54 CAP
- SET 1/2" REBAR WITH 4" CAP UNLESS OTHERWISE NOTED
- BUILDING LINE
- DRAINAGE EASEMENT
- LANDSCAPE EASEMENT
- UTILITY EASEMENT
- SANITARY SEWER EASEMENT
- WATERLINE EASEMENT
- UTILITY EASEMENT
- EXISTING LOT AND PROPERTY LINES
- EXISTING PLAT AND ROW LINES

NOTICE:
This site lies within a protected Stream Corridor, as defined and regulated in City of Lenexa, Kansas Code, Article 6-10. Restrictions on the use or alteration of the Stream Corridor may apply.

FLOOD NOTE:
A portion of subject property lies within Zone X (Future Base Flood), defined as "Areas of 1% annual chance flood based on future conditions hydrology. No Base Flood Elevations determined". Shaded and shown herein based on the FRM Maps No. 2009C00460 and No. 2009C00470 revised August 3, 2009. The remainder of subject property lies within Flood Zone X, defined as areas determined to be outside the 1% annual chance floodplain.

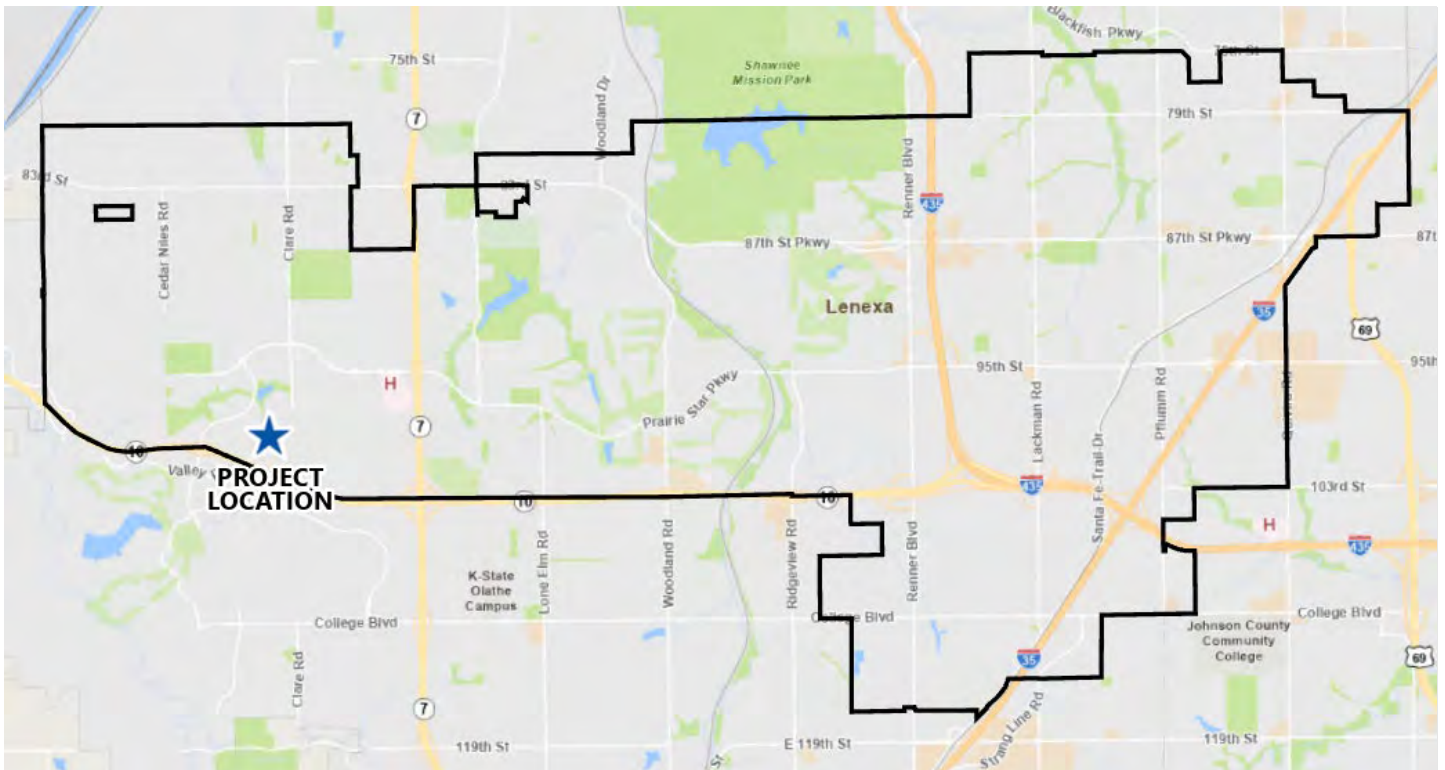
SCHLAGEL
ENGINEERS PLANNED SURVEYORS LANDSCAPE ARCHITECTS
1400 West 107th Street • Lenexa, Kansas 66151
PH: (913) 486-5166 • Fax: (913) 486-8800 • WWW.SCHLAGELASCONSULTANTS.COM
Kansas State Certified Authority
Kansas State License #2624

DATE 10-02-2023
DRAWN BY JWI
CHECKED BY SCH
PROJ. NO. 23-094

Page 28 of 28
EXHIBIT
CANYON CREEK
APARTMENT HOMES
SHEET NO. 1

CANYON CREEK APARTMENT HOMES

| | | | |
|-----------------------|----------------------------------|----------------------|-------------------------------------------------------|
| Project #: | PT23-23F | Location: | Near the NEC of Canyon Creek Boulevard & K-10 Highway |
| Applicant: | Erin Merrill, Eskie + Associates | Project Type: | Final Plat |
| Staff Planner: | Kimberly Portillo, AICP | Proposed Use: | Multi-Family Residential |



PROJECT SUMMARY

The applicant seeks approval of a final plat of Canyon Creek Apartment Homes, containing one lot, three tracts and rights-of-way on approximately 17 acres in the RP-2 and RP-4 Zoning Districts. The plat follows approval of a preliminary plan/plat (PL23-06P) for a multi-family development and approval of a preliminary and final plat for construction of W. 100th Street (PT23-04P and PT23-18F), which were approved by the Governing Body on September 19, 2023. Planned development of this site includes five multi-family buildings totaling 212 dwelling units and 205,000 square feet. The plans include private amenities, landscaping, parking, and related infrastructure. The final plat includes dedication of public rights-of-way and easements for a public trail, utilities, landscaping, sanitary sewer, and drainage. This project does not require a Public Hearing.

STAFF RECOMMENDATION: APPROVAL

SITE INFORMATION

This site has been part of the following applications:

- Approval by the Governing Body of a concept plan and rezoning of a 112-acre mixed use development known as Cedar Canyon West (PL22-04CP and RZ22-09), on February 7, 2023. The subject area was rezoned from AG, Agricultural District to RP-2, Planned Residential (Intermediate-Density) District and RP-4, Residential Planned (High Density) District.
- Approval by the Governing Body of a preliminary plan/plat for a multi-family residential development and amenities (PL23-06P), on September 19, 2023.

| LAND AREA (AC) | BUILDING AREA (SF) | CURRENT ZONING | COMP. PLAN |
|----------------|--------------------|----------------|--------------------------------|
| 17.62 | 205,000 | RP-2, RP-4 | Office, Research & Development |

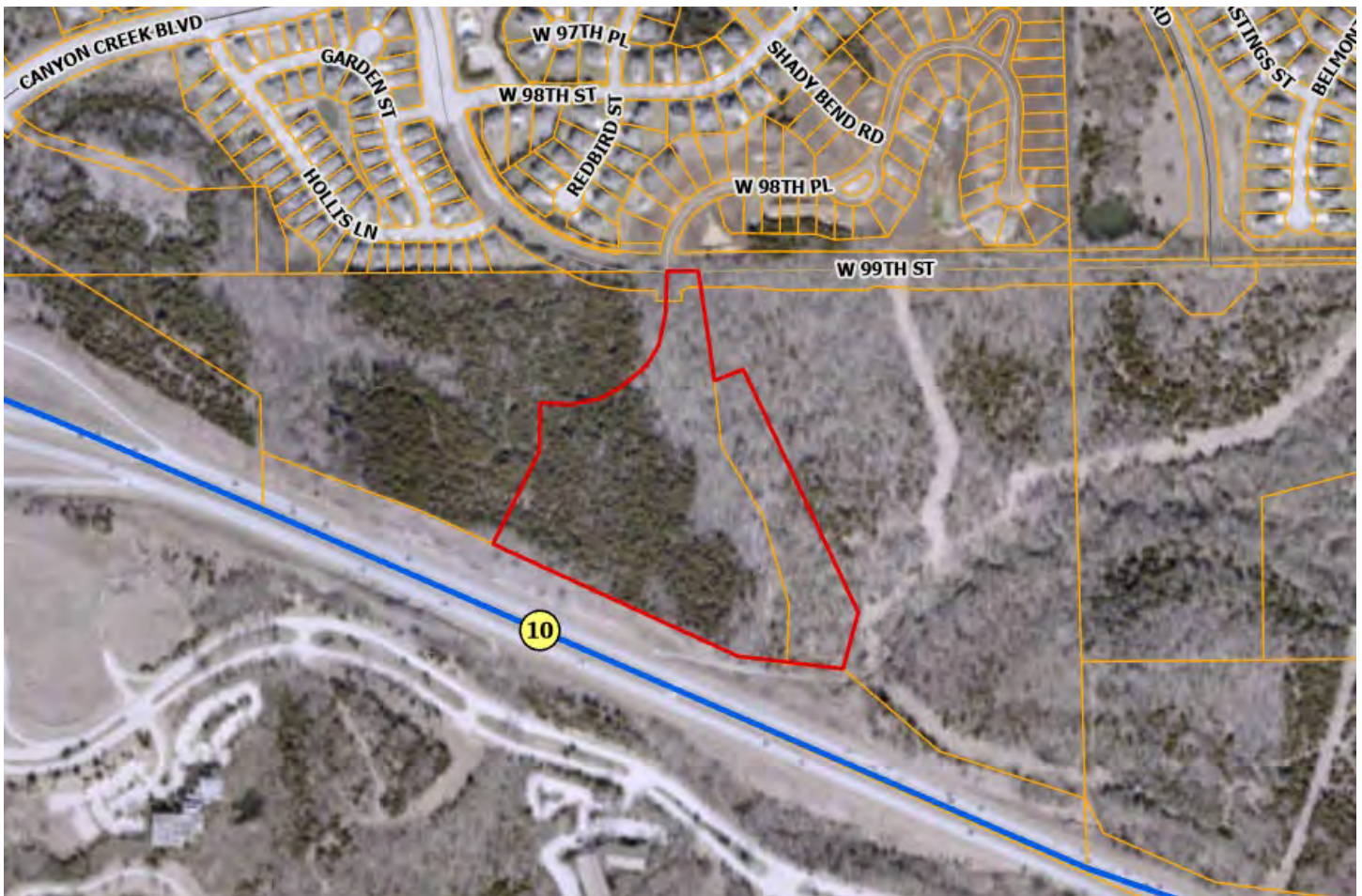


Exhibit 1: Aerial Image of Subject Site

LAND USE REVIEW

The proposed use is multi-family residential, and the plans include five buildings totaling 212 dwelling units with a mixture of one-bedroom, two-bedroom, and three-bedroom apartments. The proposed density presented with the approved preliminary plan was 12.82 dwelling units per acre. The current Comprehensive Plan calls for office uses at this location; however, given that the Governing Body recently approved a rezoning and concept plan for this mixed-use development, Staff is recommending to the consultant working on the Comprehensive Plan that the Future Land Use designation be updated to align with these approvals, which would change the designation from office to high-density residential in this area. The new Comprehensive Plan is anticipated to be completed this winter. Amenities include a clubhouse, hammock areas, trail system, playground, and dog park. The dog park will be located on the RP-2 portion of the site. The proposed use was approved as part of a larger concept plan, approving the multi-family designation and surrounding uses simultaneously. The Governing Body affirmed the rezoning based on Staff determination that the proposed use and surrounding uses would be compatible.

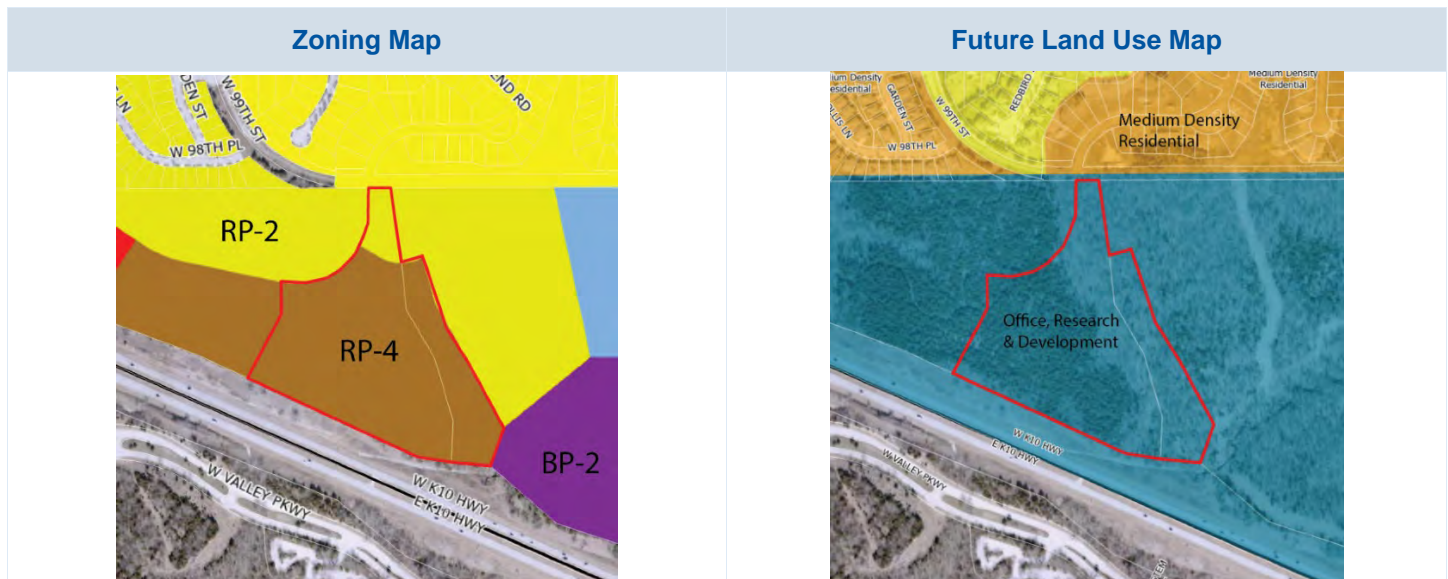


TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

| Vicinity | Land Use Designation | Zoning | Current Use |
|-------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Subject Property | Office, Research and Development | RP-4, Residential Planned (High-Density) District and RP-2 Residential Planned (Intermediate-Density) District | Agricultural |
| North | Medium Density Residential | RP-1, Residential District, Residential Planned (Low-Density) District | Vacant Residential |
| South | City of Olathe, across K-10 Highway | Agricultural and Business Commercial (Olathe, across K-10 Highway) | Office and Agricultural (Olathe, across K-10 Highway) |
| East | Office, Research and Development | RP-2, Residential Planned (Intermediate-Density) District and BP-2, Planned Manufacturing District | Agricultural |
| West | Office, Research and Development | RP-4, Residential Planned (High-Density) District and RP-2, Residential Planned (Intermediate-Density) District | Agricultural |

FINAL PLAT REVIEW

This is a final plat of one 10.2-acre lot and three tracts in the RP-2 and RP-4 Zoning Districts. The final plat is consistent with the approved preliminary plan/plat for the site (PL23-06P). The future use of this lot is a multi-family residential development with private amenity areas.

At this time, Staff is working with the applicant to properly depict the designated stream buffers correctly on the plat. This will entail slightly more detailed linework (identifying the zones) and will be completed prior to Governing Body approval.

The site will have access from future W. 100th Street to the northwest, which will connect Canyon Creek Boulevard to W. 99th Street, which is currently under construction. There will be one full access entrance to Lot 1 from W. 100th Street and a second full access entrance from W. 99th Terrace. Tract B, which includes the dog park, will have a separate entrance off W. 99th Terrace.

A trail easement for a perpetual right of ingress and egress over and through those areas designated on this plat as “Trail Easement” or “T/E” will ensure public access into privately-owned areas designated as part of the public trail network, connecting from W. 99th Terrace to Tract A.

Notable elements of the plat:

- Tracts A, B, and C shall be owned and maintained by the owners of Lot 1.
- Tracts A and B shall be utilized for amenities and open space.
- Tract C shall be utilized for detention and landscaping.
- Lot 1 has access to W. 100th Street and W. 99th Terrace.
- Tracts A and B both have access to W. 99th Terrace.
- This site has service availability for utilities. Johnson County Wastewater has a sewer connection north of 99th Street which will be extended to the site.

TABLE 2: PLAT DEDICATIONS

| Type of Dedication | Dedicated To |
|--------------------------|---------------------------|
| Rights-of-Way | City of Lenexa |
| Landscape Easements | City of Lenexa |
| Utility Easements | City of Lenexa |
| Drainage Easements | City of Lenexa |
| Trail Easement | City of Lenexa |
| Sanitary Sewer Easements | Johnson County Wastewater |

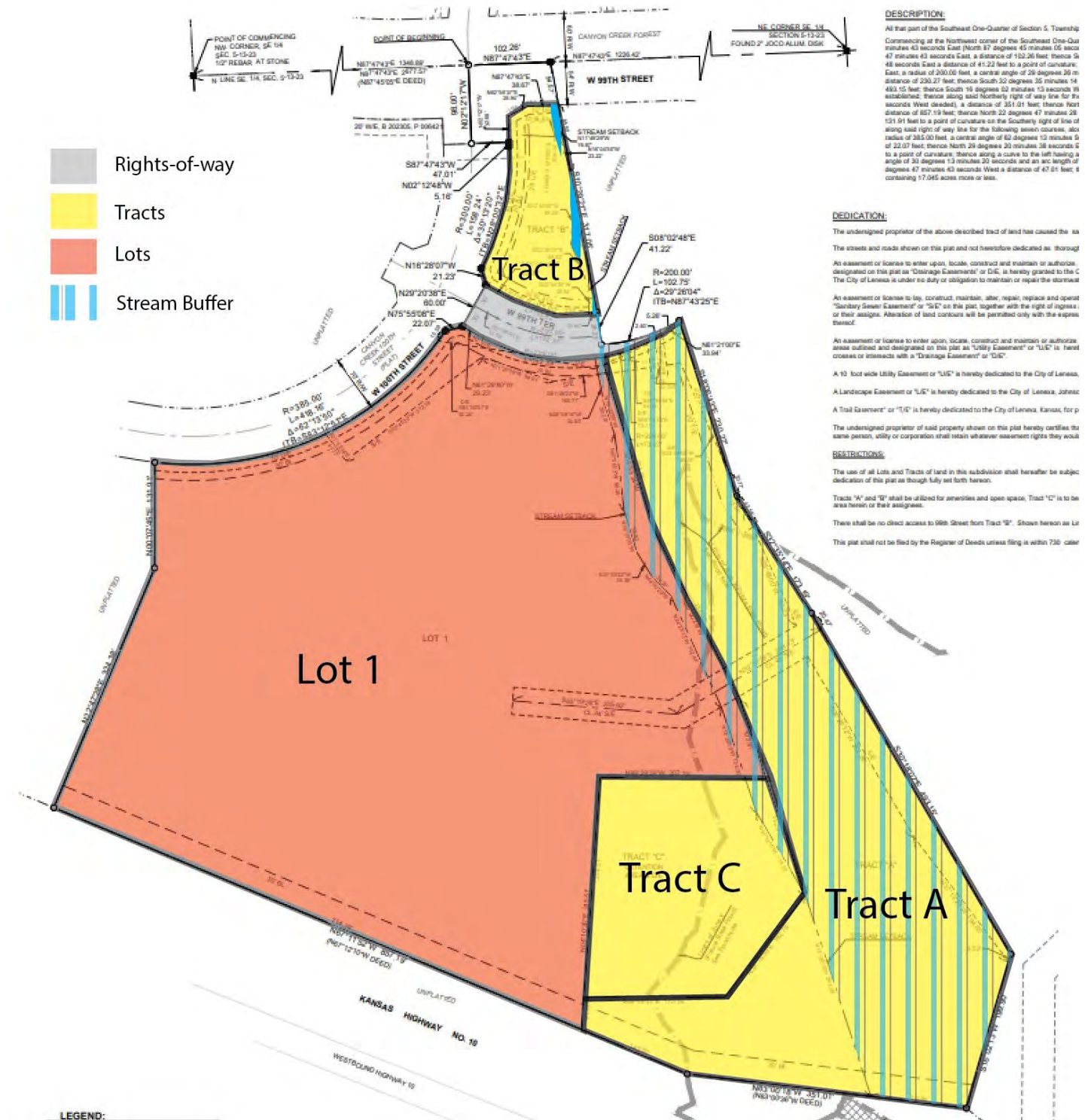


Exhibit 2: Final Plat of Canyon Creek Apartment Homes

DEVIATIONS

The applicant is not requesting any deviations with the final plat. The applicant received two deviations with the approval of the preliminary plan/plat which will be reflected on the final plan when submitted. The deviations relate to building height and freeway setback.

REVIEW PROCESS

- This project requires approval from the Planning Commission and acceptance of dedications by the City Council. Pending approval from the Planning Commission, the project is tentatively scheduled for consideration from the City Council on October 17, 2023.
- The applicant should inquire about additional City requirements, such as permits and development fees.

RECOMMENDATION FROM PROFESSIONAL STAFF

- ★ **Staff recommends approval of the proposed Final Plat for Canyon Creek Apartment Homes.**
 - This is a final plat application for one lot, three tracts, rights-of-way, and easement dedications for a multi-family residential development.
 - A final plan for this project is still required to be submitted and approved prior to issuance of a building permit.
 - The project is consistent with Lenexa's goals through *Inclusive Community Building* and *Responsible Economic Development* to create a *Thriving Economy*.

FINAL PLAT

Staff recommends **approval** of the final plat for PT23-23F – **Canyon Creek Apartment Homes** located near the northeast corner of Canyon Creek Boulevard and K-10 Highway, for a multi-family residential use.

CONSENT AGENDA

1. **Brookhollow East, 4th Plat - Consideration of a final plat to combine two platted lots into a single lot in the Brookhollow East Business Park located at 8500 Marshall Drive within the CP-4, Planned Service Commercial District. PT23-20F**
2. **Canyon Creek Apartment Homes - Consideration of a final plat for a multi-family residential development located near the northeast corner of Canyon Creek Boulevard and K-10 Highway within the RP-2, Planned Residential (Intermediate Density) and RP-4, Planned Residential (High Density) Districts. PT23-23F**
3. **Falcon Farm, 1st Plat - Consideration of a final plat for a single-family subdivision located near the northwest corner of 101st Street and Lone Elm Road within the R-1, Single-Family Residential District. PT23-22F**
4. **Stoneridge North, First Plat - Consideration of a final plat for a two-family (duplex) residential subdivision located near the northeast corner of West 83rd Street and Cedar Niles Road within the RP-2, Planned Residential (Intermediate Density) District. PT23-19F**
5. **Westside Family Church Care Center - Consideration of a final plan and final plat for a two-story office building accessory to the church/place of worship located at 8500 Woodsonia Drive within the R-1, Single-Family Residential District. PL23-18F & PT23-21F**
6. **Kiewit K3 Building Sign - Consideration of a final plan for installation of a sign on the penthouse structure of the future Kiewit K3 Building located at the southwest corner of 89th Street and Hampton Street within the CC, Planned City Center District. PL23-19F**

Commissioner Wagner declared a conflict of interest regarding item no. 6 stating she works for the applicant.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1-5. Moved by Commissioner Handley, seconded by Commissioner Macke, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Item 6. Moved by Commissioner Woolf, seconded by Commissioner Macke, and carried by a vote of 8-0-1, with Commissioner Wagner abstaining.



**CITY COUNCIL
MEMORANDUM**

ITEM 4

SUBJECT: Acceptance of utility, drainage, landscape, and trail easements and rights-of-way as shown on Falcon Farm, 1st Plat

CONTACT: Scott McCullough, Community Development Director

DATE: October 17, 2023

ACTION NEEDED:

Accept the utility, drainage, landscape, and trail easements and rights-of-way as shown on Falcon Farm, 1st Plat.

APPLICANT:

Mason Olson, Olsson Associates

OWNER:

Raman Property LLC

PROPERTY LOCATION/ADDRESS:

Northeast corner of 101st Street & Lone Elm Road

PROJECT BACKGROUND/DESCRIPTION:

This is a final plat for Falcon Farm, 1st Plat, containing 25 lots, five tracts, and rights-of-way on approximately 15 acres in the R-1, Residential Single-Family Zoning District. This is the first of two phases within the Falcon Farm subdivision.

The final plat is consistent with the approved preliminary plan/plat for a single-family subdivision, which was approved by the Governing Body on September 19, 2023. The final plat includes dedication of public rights-of-way and easements for a public trail, drainage, landscaping, sanitary sewer, and utilities.

The Governing Body is accepting easements and rights-of-way for this plat.

STAFF RECOMMENDATION:

Acceptance of the easements and rights-of-way.

PLANNING COMMISSION ACTION:

This item was considered as Consent Agenda Item 3 at the October 2, 2023 Planning Commission Meeting.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1-5. Moved by Commissioner Handley, seconded by Commissioner Macke, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

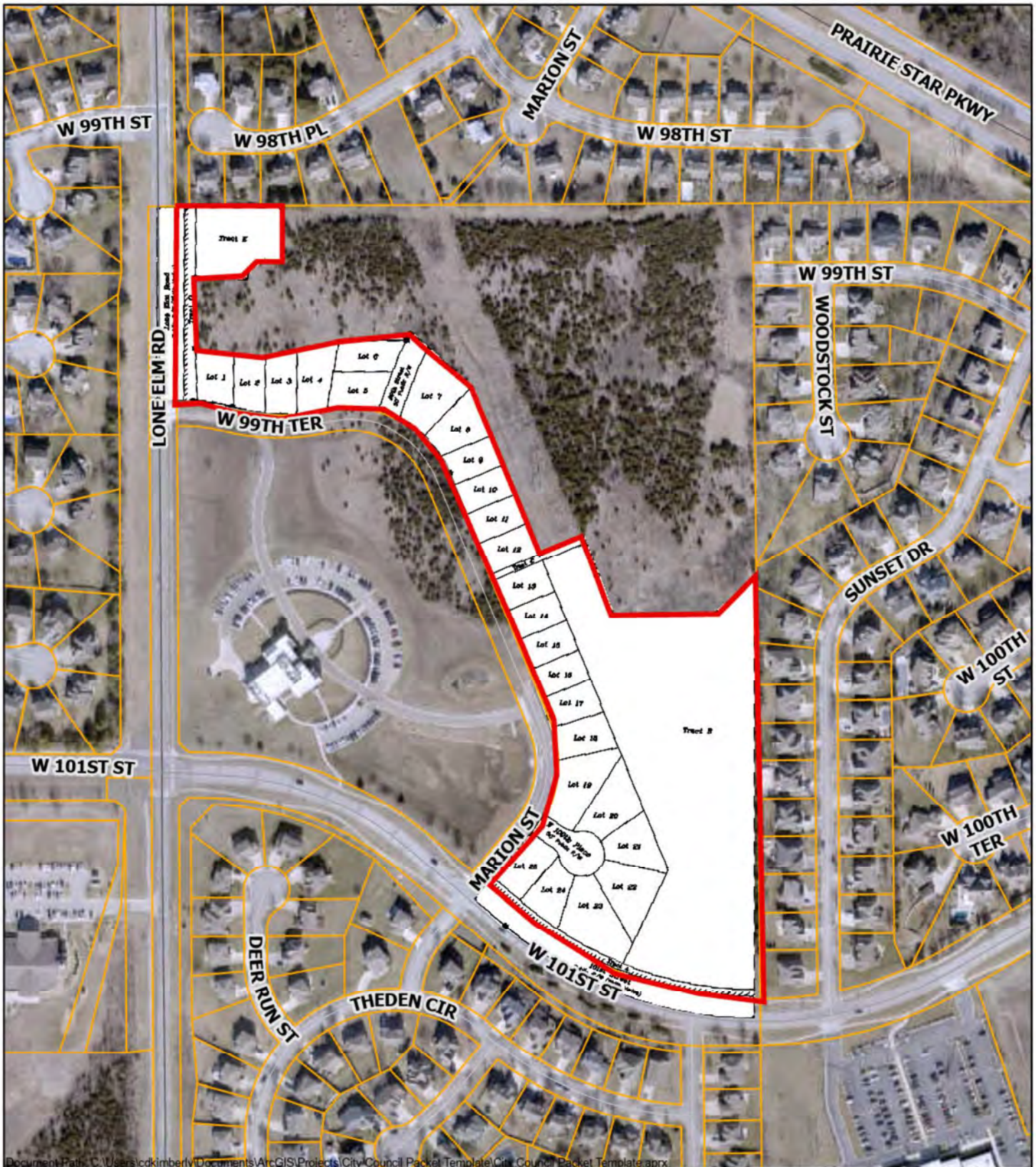
Vibrant Neighborhoods

Guiding Principles

Responsible Economic Development

ATTACHMENTS

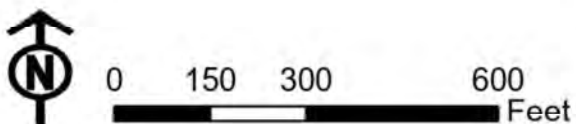
1. Map
2. Plat
3. PC Staff Report
4. PC Draft Minutes Excerpt



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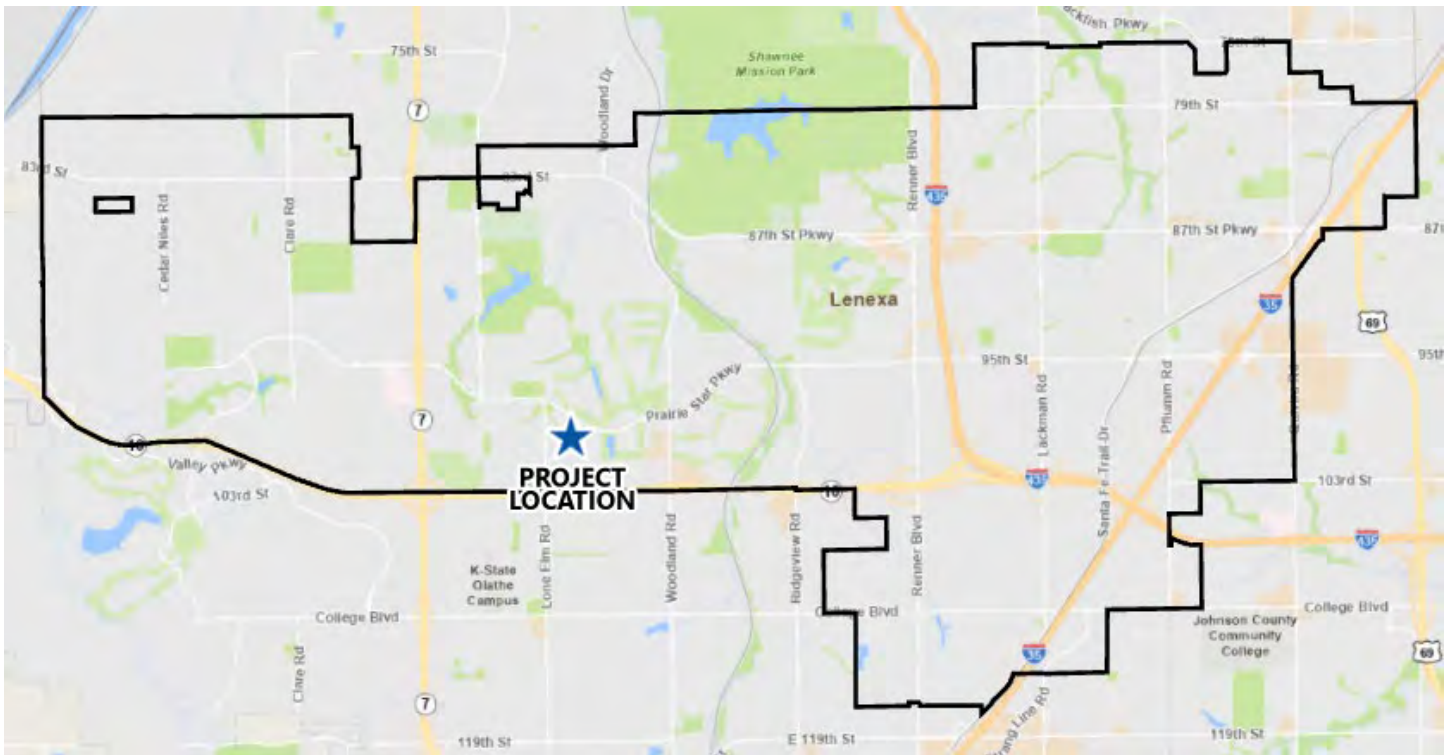
Data Source: City of Lenexa and Johnson County Kansas
For further information, please call 913-477-7500

Falcon Farm, 1st Plat PT23-22F



FALCON FARM, 1ST PLAT

| | | | |
|-----------------------|--------------------------------|----------------------|------------------------------------------------------------|
| Project #: | PT23-22F | Location: | Near the NEC of 101 st Street and Lone Elm Road |
| Applicant: | Mason Olson, Olsson Associates | Project Type: | Final Plat |
| Staff Planner: | Kimberly Portillo, AICP | Proposed Use: | Single-Family Residential |



PROJECT SUMMARY

The applicant seeks approval of a final plat for Falcon Farm 1st Plat, containing 25 lots, five tracts, and rights-of-way on approximately 15 acres in the R-1, Residential Single-Family Zoning District. This is the first of two phases within the Falcon Farm subdivision. The final plat is consistent with the approved preliminary plan/plat (PT23-03P) for a single-family subdivision, which was approved by the Governing Body on September 19, 2023. The final plat includes dedication of public rights-of-way and easements for a public trail, drainage, landscaping, sanitary sewer, and utilities. This project does not require a Public Hearing.

STAFF RECOMMENDATION: APPROVAL

SITE INFORMATION

- 1993: The site was annexed into the City of Lenexa with an agricultural zoning classification.
- November 18, 1997: A preliminary plat and rezoning from AG to R-1 for approximately 78 acres was approved.
- 2009: Stoneview Estates, 3rd Plat was approved with a similar layout to what is now being proposed but was not recorded. Eventually, the approval expired, thus requiring a new preliminary and final plat.
- September 19, 2023: Falcon Farm (aka Raman 101st Street Single-Family) preliminary plat/plan (PT23-03P) was approved by the Governing Body.

| LAND AREA (AC) | BUILDING AREA (SF) | CURRENT ZONING | COMP. PLAN |
|----------------|--------------------|----------------|----------------------|
| 14.96 | N/A | R-1 | Suburban Residential |



Exhibit 1: Aerial Image of Subject Site

LAND USE REVIEW

This site has a future land use designation of Suburban Residential, defined as low-density detached single-family housing not exceeding a gross density of 3.5 dwelling units per acre. The property is zoned R-1, Residential Single-Family and is surrounded by single-family subdivisions. The applicant proposes detached single-family housing. This is the first phase of a planned subdivision covering 29.9 acres with a density of 2.2 dwelling units per acre. Phase one includes 25 single-family lots on 14.96 acres. The proposed development is compatible with surrounding uses.

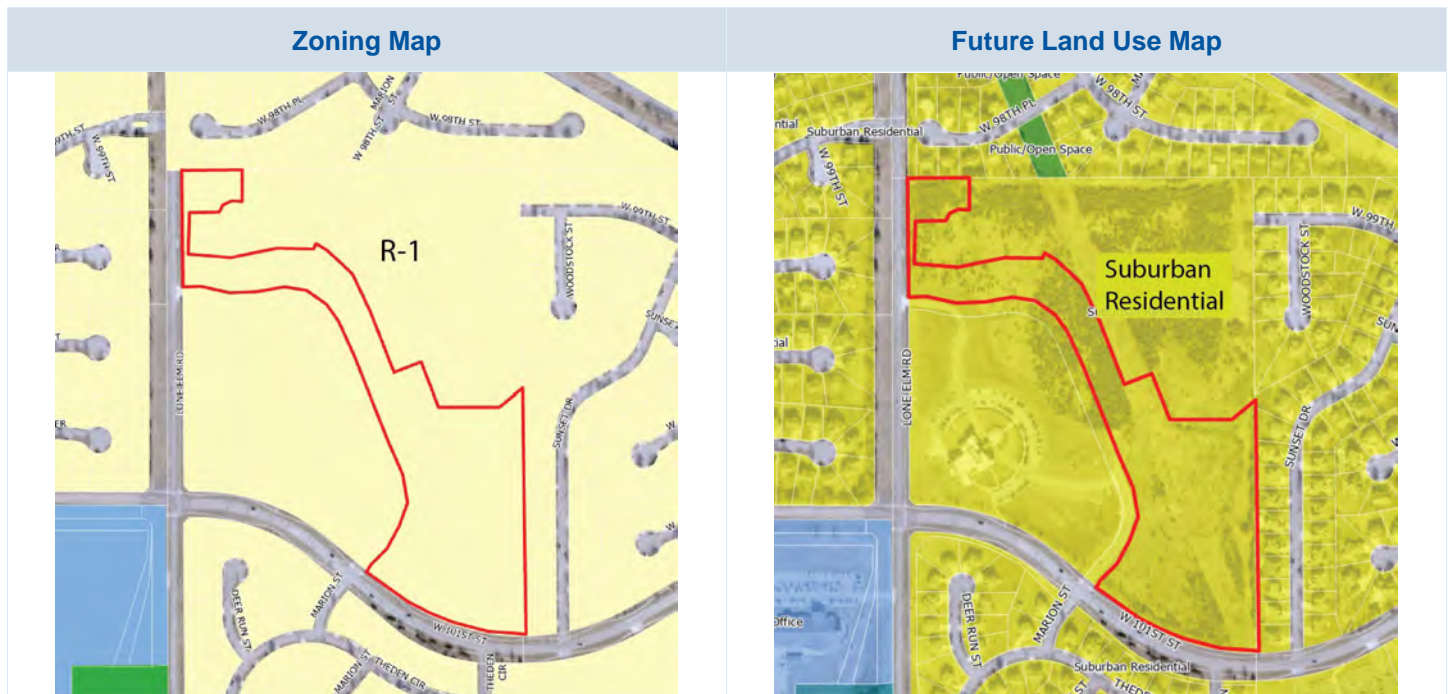


TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

| Vicinity | Land Use Designation | Zoning | Current Use | |
|------------------|----------------------|-------------------------------------------|--------------------------------|------------------------------------------------|
| Subject Property | Suburban Residential | R-1, Residential Single-Family | Undeveloped | |
| | North | Suburban Residential & Public/ Open Space | R-1, Residential Single-Family | Residential – Single-Family |
| | South | Suburban Residential | R-1, Residential Single-Family | Residential – Single-Family |
| | East | Suburban Residential | R-1, Residential Single-Family | Residential – Single-Family |
| | West | Suburban Residential | R-1, Residential Single-Family | Residential – Single-Family & Religious Temple |

FINAL PLAT REVIEW

This is a final plat for a single-family subdivision consisting of 25 lots and five tracts on 14.96 acres in the R-1, Residential Single-Family Zoning District. The plat includes construction of new public streets, sidewalks, and infrastructure to support the subdivision. Use of each tract is outlined in Table 4. Tracts A, B, C, D and E shall be owned and maintained by the Falcon Farm Homeowners Association. A dwelling size classification of A is designated on the plat with minimum ground floor areas outlined in Table 2. Utilities are available to the site.

| TABLE 2 DWELLING CLASSIFICATION “A” MINIMUM GROUND FLOOR AREA | | | |
|--------------------------------------------------------------------------|--------------------------------|----------------------|----------------|
| Classification | 1 Story and Split Level | 1 and ½ Story | 2 Story |
| A | 2,400 | 1,650 | 1,250 |

The site has planned street connections to Lone Elm Road and W. 101st Street. Limits of no access are notated on landscape buffer Tracts A and D adjacent to Lone Elm Road and W. 101st Street. Marion Street, which becomes W. 99th Terrace, will be completed to City standards as part of this project. Pedestrian connections will include sidewalks along all streets and access to a future public trail network.

The applicant has submitted a final stormwater management study to demonstrate the intent to meet Lenexa’s standards and requirements. Due to this being one of the remaining undeveloped parcels surrounded by existing development, the applicant is providing up through 100-yr detention in order to keep release rates below the currently existing release rates in the undeveloped condition.

They are also utilizing multiple BMPs including extended dry detention, preserved or established native vegetation, and vegetative filter strips to achieve required water quality requirements for the project. Staff notes that we are finalizing the BMP water quality level of service with the applicant to appropriately meet the water quality requirements and should have any remaining tweaks completed prior to taking the plat to the governing body.

A portion of the City’s planned trail network runs through Tracts A and B. A 20’ wide public trail easement will be dedicated to connect to 101st Street. The trail will connect north with a future phase of the project. Tract C is intended to serve as a connection to the trail network from Marion Street and the applicant acknowledged in review comment response that the tract shall be completed as part of the public improvements for the project. The trail will connect to the trail easement at the time of future development of the trail by the City. The location of Tract C and the trail easement are shown in Exhibit 2. The location of the trail was chosen due to a need to keep the trail to one side of the power easement to avoid grading conflicts with existing poles, maximize preservation of existing native plants in the area per the bmp strategy, and to avoid steep grades.



Exhibit 2: Trail Easement and Connection.

A sanitary sewer easement exists crossing Lots 25 and 21, making them unbuildable as-is and is planned to be vacated by the developer. These lots will not be granted building permits until documentation is provided to the City showing that the easement has been vacated. The easement cannot be vacated by plat and must follow a separate vacation process. The relocated sewer line will be located mostly within the right-of-way for Marion Street and W. 100th Place and then follow a path between the lot lines of Lots 20 and 21 and into Tract B as illustrated in Exhibit 3.

TABLE 3: PLAT DEDICATIONS

| Type of Dedication | Dedicated To |
|--------------------------|---------------------------|
| Rights-of-Way | City of Lenexa |
| Landscape Easements | City of Lenexa |
| Utility Easements | City of Lenexa |
| Drainage Easements | City of Lenexa |
| Trail Easement | City of Lenexa |
| Sanitary Sewer Easements | Johnson County Wastewater |

TABLE 4: TRACT PURPOSES

| Tract | Purpose |
|----------|---------------------------------------|
| A | Landscape/ Pedestrian Access Easement |
| B | Open Space /Trail |
| C | Pedestrian Access Easement/Trail |
| D | Landscape |
| E | Detention/Drainage Easement |

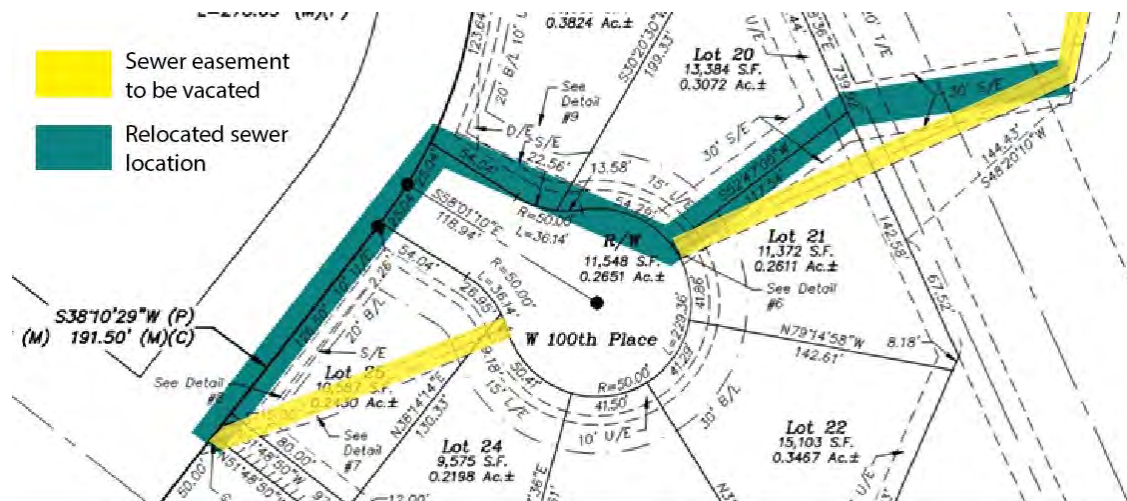


Exhibit 3: Location of sewer easement and planned relocation.

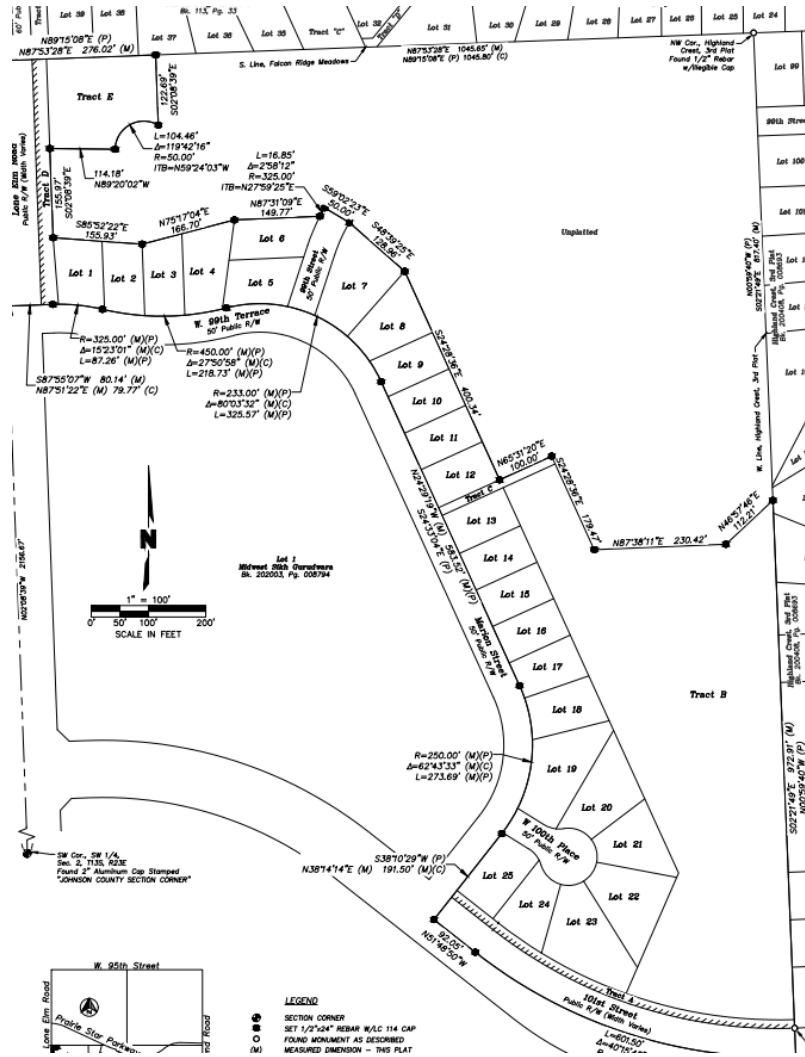


Exhibit 4: Final Plat of Falcon Farm, 1st Plat

DEVIATIONS

The applicant is not requesting any deviations.

REVIEW PROCESS

- This project requires approval from the Planning Commission and acceptance of dedications by the City Council. Pending approval from the Planning Commission, the project is tentatively scheduled for consideration from the City Council on October 17, 2023.
- The applicant should inquire about additional City requirements, such as permits and development fees.

RECOMMENDATION FROM PROFESSIONAL STAFF

★ **Staff recommends approval of the proposed Final Plat for Falcon Farm, 1st Plat.**

- This is a proposed final plat for phase one of Falcon Farm subdivision. This phase includes 25 single-family residential lots on approximately 15 acres.
- The project is consistent with Lenexa's goals through ***Strategic Community Investment*** and ***Responsible Economic Development*** to create ***Vibrant Neighborhoods***.

FINAL PLAT

Staff recommends **approval** of the final plat for PT23-22F – **Falcon Farm, 1st Plat** near the northeast corner of W. 101st Street and Lone Elm Road, for a single-family residential development.

CONSENT AGENDA

1. **Brookhollow East, 4th Plat - Consideration of a final plat to combine two platted lots into a single lot in the Brookhollow East Business Park located at 8500 Marshall Drive within the CP-4, Planned Service Commercial District. PT23-20F**
2. **Canyon Creek Apartment Homes - Consideration of a final plat for a multi-family residential development located near the northeast corner of Canyon Creek Boulevard and K-10 Highway within the RP-2, Planned Residential (Intermediate Density) and RP-4, Planned Residential (High Density) Districts. PT23-23F**
3. **Falcon Farm, 1st Plat - Consideration of a final plat for a single-family subdivision located near the northwest corner of 101st Street and Lone Elm Road within the R-1, Single-Family Residential District. PT23-22F**
4. **Stoneridge North, First Plat - Consideration of a final plat for a two-family (duplex) residential subdivision located near the northeast corner of West 83rd Street and Cedar Niles Road within the RP-2, Planned Residential (Intermediate Density) District. PT23-19F**
5. **Westside Family Church Care Center - Consideration of a final plan and final plat for a two-story office building accessory to the church/place of worship located at 8500 Woodsonia Drive within the R-1, Single-Family Residential District. PL23-18F & PT23-21F**
6. **Kiewit K3 Building Sign - Consideration of a final plan for installation of a sign on the penthouse structure of the future Kiewit K3 Building located at the southwest corner of 89th Street and Hampton Street within the CC, Planned City Center District. PL23-19F**

Commissioner Wagner declared a conflict of interest regarding item no. 6 stating she works for the applicant.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1-5. Moved by Commissioner Handley, seconded by Commissioner Macke, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Item 6. Moved by Commissioner Woolf, seconded by Commissioner Macke, and carried by a vote of 8-0-1, with Commissioner Wagner abstaining.



**CITY COUNCIL
MEMORANDUM**

ITEM 5

SUBJECT: Acceptance of utility easement and rights-of-way as shown on Westside Family Church, Second Plat

CONTACT: Scott McCullough, Community Development Director

DATE: October 17, 2023

ACTION NEEDED:

Accept the utility easement and rights-of-way as shown on Westside Family Church, Second Plat.

APPLICANT:

Matt Schlicht, Engineering Solutions

OWNER:

Westside Family Church

PROPERTY LOCATION/ADDRESS:

8500 Woodsonia Drive

PROJECT BACKGROUND/DESCRIPTION:

The applicant is requesting final plat approval to allow the construction of an accessory office building for the Westside Family Church campus. The final plat expands the platted area to include the new building and parking area. The final plat is a contiguous lot including the previously platted area and the additional area for the building and parking.

The Governing Body is accepting the utility easement and rights-of-way for this plat.

STAFF RECOMMENDATION:

Acceptance of the utility easement and rights-of-way.

PLANNING COMMISSION ACTION:

This item was considered as Consent Agenda Item 5 at the October 2, 2023 Planning Commission meeting.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1-5. Moved by Commissioner Handley, seconded by Commissioner Macke, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Healthy People

Guiding Principles
Inclusive Community Building

ATTACHMENTS

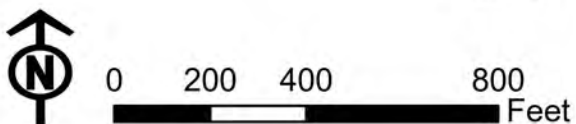
1. Map
2. Plat
3. PC Staff Report
4. PC Draft Minutes Excerpt



Document Path: C:\Users\cddavidd\Documents\ArcGIS\Projects\MyProject6\MyProject6.aprx

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

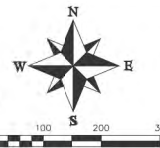
Westside Family Church Care Center PL23-18F and PT23-18F



Final Plat

Westside Family Church, Second Plat

Part of the Southwest Quarter of the Southwest Quarter
and a Replat of Lot 1A, Westside Family Church
Section 27, Township 12, Range 23
Lenexa, Johnson County, Kansas



LEGEND

- These standard symbols will be found in the drawing.
- Set 1/2" Rebar & Cap (LS-218)
 - Found Survey Monument (As Noted)
 - Exception Document Location

PARCEL DESCRIPTION

All of Lot 1A, Westside Family Church Lot 1A, a subdivision as recorded in the Office of the Recorder, Johnson County, Kansas, AND All that part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 12, Range 23 described more particularly as follows: Commencing at the Southwest Corner of said Section 27; Thence North along the westerly line of said Southwest Quarter North 01°54'59" West, a distance of 454.03 feet, thence North 88°08'19" East, a distance of 151.21 feet, to a point on the Eastern right of way line of Kansas State Highway Number 7, as now established, said point being the Point of Beginning; thence northerly along said Eastern right of way line North 7°00'50" West, a distance of 158 feet, thence continuing along said Eastern right of way line North 7°00'50" West, a distance of 80.00 feet to the southwest corner of Lot 1, Westside Family Church, a subdivision as recorded in the Office of the Recorder, Johnson County, Kansas; thence easterly along the south line of said Lot 1, Westside Family Church, North 88°08'19" East, a distance of 626.72 feet, thence South 1°51'41" East, a distance of 51.58 feet, thence South 88°08'19" West, a distance of 626.72 feet, returning to a point on the westerly right of way line of said Kansas State Highway Number 7, said point being the point of beginning.

PLAT BOUNDARY DESCRIPTION

This is a survey and subdivision of part of the Southwest Quarter of the Southwest Quarter of Section 27, Township 12, Range 23, in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 27; Thence North 01°54'59" West, along the West line of said Southwest Quarter, a distance of 1244.33 feet, to the Northeast corner of the South 38 Acres of the Southwest Quarter of the Southwest Quarter of said Section 27; Thence North 88°08'19" East, along the North line of said South 38 Acres, a distance of 187.10 feet, to a point on the East Right of Way line of Kansas State Highway No. 7, as now established, said point also being the Point of Beginning; thence northerly along said East Right of Way line of Kansas State Highway No. 7, a distance of 1203.98 feet, to the Northeast corner of Lot 1, Westside Family Church, a subdivision as recorded in Lenexa, Johnson County, Kansas, said point also being on the West Right of Way of Woodlawn Drive, as now established; thence South along said West Right of Way line, South 88°08'19" East, a distance of 44.02 feet, thence continuing along said West Right of Way line, South 02°04'02 minutes 41 seconds East, a distance of 143.30 feet, thence along a curve to the right, having a radius of 69.25 feet, thence South 88°08'19" East, a distance of 17.10 feet, thence along a curve to the right, having a radius of 44.00 feet, on an arc distance of 34.34 feet, thence South 88°08'19" East, a distance of 119.00 feet, bearing said East line, a distance of 512.50 feet, thence South 01°51 minutes 41 seconds East, a distance of 57.65 feet, thence South 88°08'19" East, a distance of 626.72 feet, to a point on said East Right of Way line of Kansas State Highway No. 7; thence North 03°00 minutes 30 seconds West, along said East Right of Way line, a distance of 8.30 feet, thence continuing along said East Right of Way line, North 03°00 minutes 30 seconds West, a distance of 800.00 feet, thence continuing along said East Right of Way line, North 03°00 minutes 30 seconds East, a distance of 182.32 feet, returning to the Point of Beginning. Total contains 445,602.29 Sq. Ft. (10.5000 Acres).

DEDICATION:

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH PLAT AND SUBDIVISION SHALL HEREAFTER BE KNOWN AS

"Westside Family Church, Second Plat"

The streets, lanes and roads shown on this plat and not heretofore dedicated for public use and public ways and thoroughfares are hereby dedicated to the City of Lenexa, Johnson County, Kansas, for its use and that of its designees or duly authorized agents.

An easement or license is hereby granted to the City of Lenexa, Johnson County, Kansas, to locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer, pipes, poles, wires, surface drainage facilities, ducts, cables, etc., upon, over and under those areas outlined hereon and designated on this plat as "Easement" or "Utility Easement". No above ground facilities associated with the uses herein permitted shall be constructed, located or maintained in any area of the Utility easement that crosses or intersects with a drainage easement.

LOCATION MAP SECTION 27-T12S-R23E

SURVEYOR'S GENERAL NOTES:

- This survey is based upon the following information provided by the client or recorded by this surveyor:
(A) Final Plat of Westside Family Church, recorded in Book 200005 at Page 020467
- This survey meets or exceeds the accuracy standards of a (SUBURBAN) Property Boundary Survey as defined by the Kansas Standards for Property Boundary Surveys.
- The title report was furnished by Chicago Title Insurance Company, Policy No. 02007394
Date: April 3, 2007 @ 10:00 A.M.
- Bearings shown hereon are based upon bearings described on the Final Plat of "Westside Family Church".
- This company assumes no responsibility in the location of existing utilities within the subject premises. This is an above-ground survey. The underground utilities, if shown, are based on information provided by the various utility companies and these locations should be considered approximate. There may be additional underground utilities not shown on this drawing.
- Subsurface and environmental conditions were not surveyed or examined as a part of this survey. No evidence or statement is made concerning the existence or underground or overland conditions, contents or facilities that may affect the use or development of this property. No attempt has been made to obtain or show data concerning existence, size, depth, conditions, capacity or location of any utility existing on the site, whether private, municipal or public owned.

IN TESTIMONY WHEREOF:

WESTSIDE FAMILY CHURCH, A KANSAS NON PROFIT CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS ____ DAY OF _____, 2023.

WESTSIDE FAMILY CHURCH

TRUSTEE

NOTARY CERTIFICATION:

STATE OF _____ KS
COUNTY OF _____
ON THIS ____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, TO BE PERSONALLY KNOWN AND BEING BY ME, I HAVE KNOWN BY ME TO SAY THAT HE IS A TRUSTEE OF WESTSIDE FAMILY CHURCH, A KANSAS NON PROFIT CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY AND AS THE FREE ACT AND DEED OF SAID COMPANY.

IN WITNESS THEREOF:

I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DATE LAST WRITTEN ABOVE.

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF LENEXA, KANSAS, ON THIS ____ DAY OF _____, 2024
BY: _____ PLANNING COMMISSION, CHAIRMAN

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT A SURVEY OF THE HEREIN DESCRIBED PROPERTY WAS MADE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF DECEMBER, 2023 AND THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEY STANDARDS OF PRACTICE NO. 1" AND PURSUANT TO THE ACCURACY STANDARDS OF AN URBAN SURVEY

MATTHEW J. SCHLICHT, KS PLS 1586
ENGINEERING SOLUTIONS, LLC, KS CORP 15-218

| REVISIONS | |
|-----------|--|
| DATE | |
| | |
| | |
| | |
| | |

Final Plat - Westside Family Church, Second Plat
Section 27, Township 12 South, Range 23 East
Lenexa, Johnson County, Kansas

Final Plat

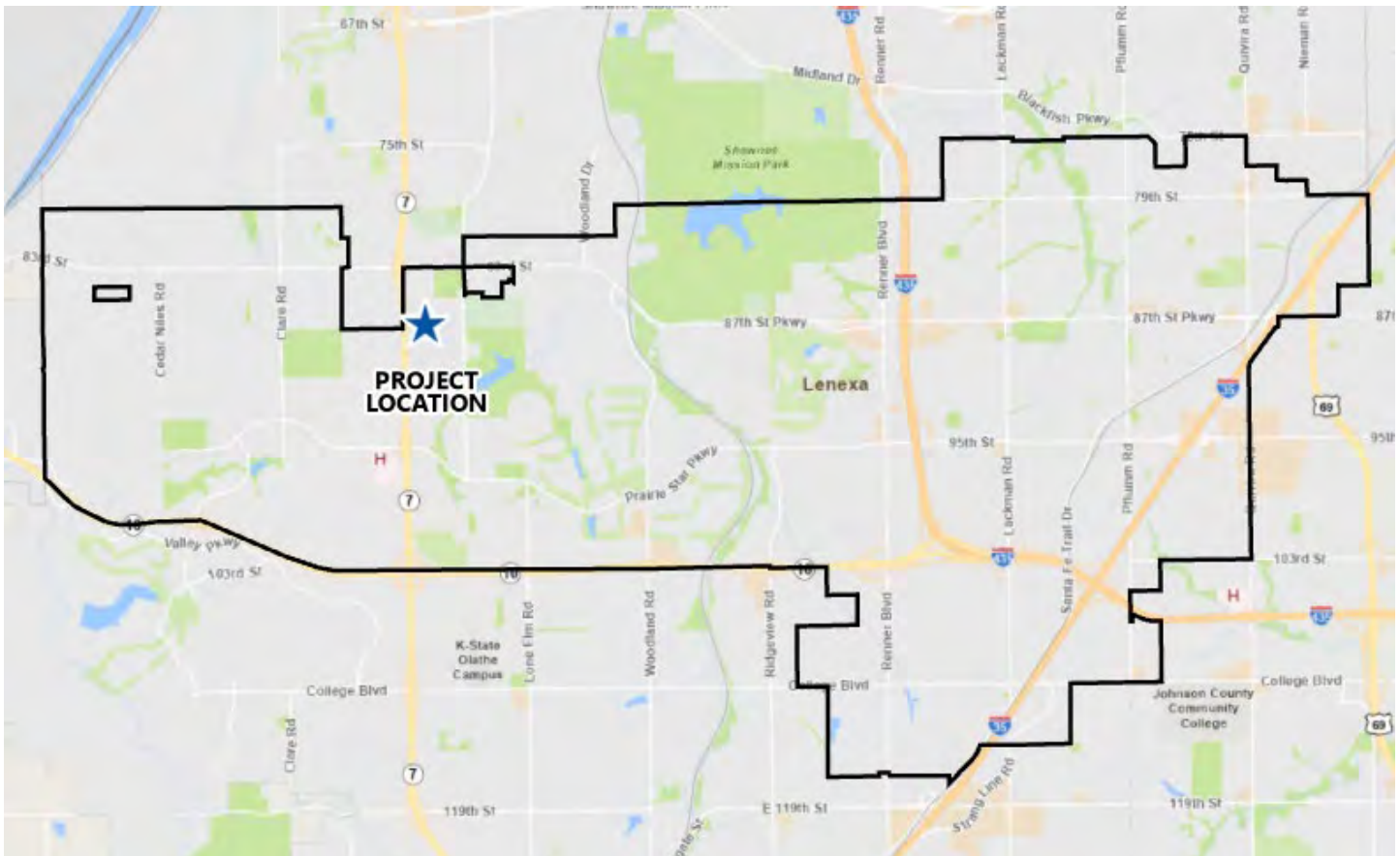
| SHEET | SECTION | TOWNSHIP | RANGE | COUNTY | JOB NO. |
|----------------------|---------|----------|-------|---------|---------------------|
| 1 | 27 | 12 S | 23 E | Johnson | Reserve 002 |
| SCALE | | | | | DATE OF PREPARATION |
| 1" = 100' | | | | | August 28, 2023 |
| DRAWN BY | | | | | |
| M. Schlicht, PLS, PE | | | | | |

PROFESSIONAL SEAL

ENGINEERING SOLUTIONS
2015 SOUTH TREBET
LENEXA, KS 66042
P: 816.632.8888 F: 816.632.8869

WESTSIDE FAMILY CHURCH CARE CENTER FINAL PLAN & FINAL PLAT

| | | | |
|-----------------------|--------------------------------------|----------------------|--------------------------------------|
| Project #: | PL23-18F, PT23-21F | Location: | 8500 Woodsonia Drive |
| Applicant: | Matt Schlicht, Engineering Solutions | Project Type: | Final Plan and Final Plat |
| Staff Planner: | Dave Dalecky | Proposed Use: | Accessory Office Building for Church |



PROJECT SUMMARY

The applicant is requesting final plan and final plat approval to allow for construction of an accessory office building for the Westside Family Church campus. The proposed care center building includes classrooms, meeting rooms, playrooms, and counseling rooms for the church to use to provide services for their congregation. The final plat is a replat of the platted lot and the part of the site where the new building and additional parking are located. The final plat is one contiguous lot.

STAFF RECOMMENDATION: APPROVAL

SITE INFORMATION

The subject property is located on the west side of Woodsonia Drive south of W. 83rd Street. In June 2004, a rezoning and overall preliminary plan was approved for Westside Family Church (PL04-11P & RZ04-12) to rezone the 34-acre property from AG, Agricultural to R-1, Residential Single-Family and to construct a 168,300 square foot church facility to include a 2,200-seat sanctuary, classrooms, activity rooms, multi-purpose room, auditorium, administration offices, and outdoor play and athletic courts with a total of 1,592 parking spaces provided at completion.

In August 2004, a final plan for Phase I (PL04-30F) was approved for the north 18.71 acres. This phase included a 70,000 square foot building, including a sanctuary, activity rooms, multi-purpose room, auditorium, administration offices, and classrooms. In February 2014, the final plan and final plat were revised for Phase II (PL14-02FR & PT14-02FR). The revised final plan consisted of a one-story, 19,775 square foot building addition for an overall total of 89,779 square feet. The addition provided for more worship space on the main floor of the building and revised associated parking.

In May of 2023 a revised preliminary plan (PL23-03P) was approved for the accessory building to be located along the easterly side of the church campus. The remaining part of the site, the undeveloped 14 acres at the southerly end of the campus, remains as was originally approved in 2004.

| | | | |
|--------------------------------|-------------------------------------|------------------------------|----------------------------------------|
| LAND AREA (AC) 20.97 | BUILDING AREA (SF) 19,838 | CURRENT ZONING R-1 | COMP. PLAN Public/Open Space |
|--------------------------------|-------------------------------------|------------------------------|----------------------------------------|



Exhibit 1: Vicinity Aerial Image of Subject Site

LAND USE REVIEW

The proposed development is an office building that is accessory to the overall church campus. The church buildings fall within the “church or place of worship” land use category in the Unified Development Code (UDC). The building will include classrooms, meeting rooms, playrooms, and counseling rooms for the church community. Churches are permitted land uses within the R-1, Residential Single-Family Zoning District. The proposed office building is to function as a part of the existing Westside Family Church campus and is compatible with the existing church use.

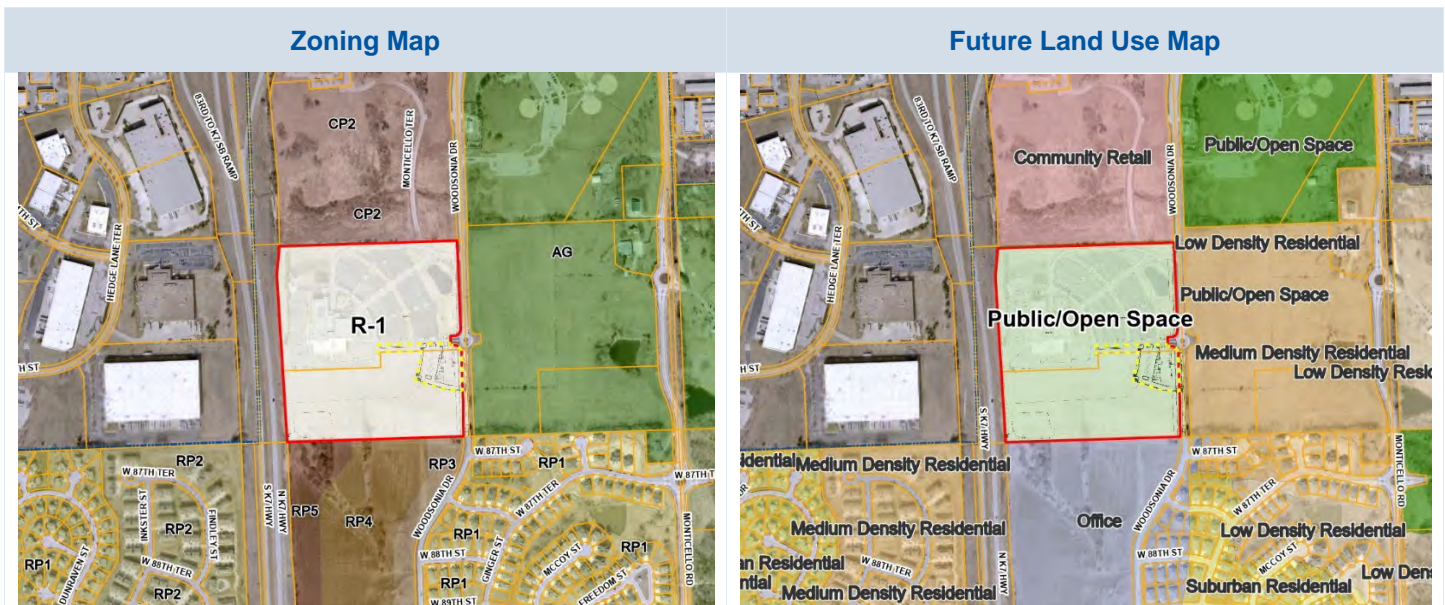


TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

| Vicinity | Future Land Use Designation | Zoning | Current Use |
|-------------------------|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Subject Property | Public/Open Space | R-1, Residential Single-Family District | Undeveloped |
| North | Community Retail | CP-2, Planned Community Commercial District | Undeveloped |
| South | Office | RP-3, RP-4, RP-5 Planned Residential Medium-High, High, & High-Rise Density Districts | Undeveloped |
| East | Medium Density Residential | AG, Agricultural District | Undeveloped |
| West | K-7 Highway, Medium Density Residential, and City of Shawnee | KDOT Right-of-Way, RP-2, Planned Residential Intermediate Density District, PI, Planned Industrial (Shawnee) | KDOT Right-of-Way, Townhomes at the Reserve/ Ford Motor Co. (Shawnee) |

FINAL PLAN REVIEW

The proposed building is a two-story building and will contain 19,838 square feet in area. The new accessory building is in addition to the existing 71,600 square foot sanctuary building. The sanctuary building was built in 2005. A future expansion is approved for an additional 98,300 square feet of building area. The proposed building was added to the campus plan for Westside Family Church as previously noted in the Staff Report.

The building is located along the Woodsonia Drive frontage. The building will have the primary entrance facing west toward a new parking area. The building will provide ancillary functions to the primary use of the site as a place of worship. Development of this building will include a new parking area and a sidewalk connecting this building to the sanctuary.



Exhibit 2: Site Plan with Aerial.

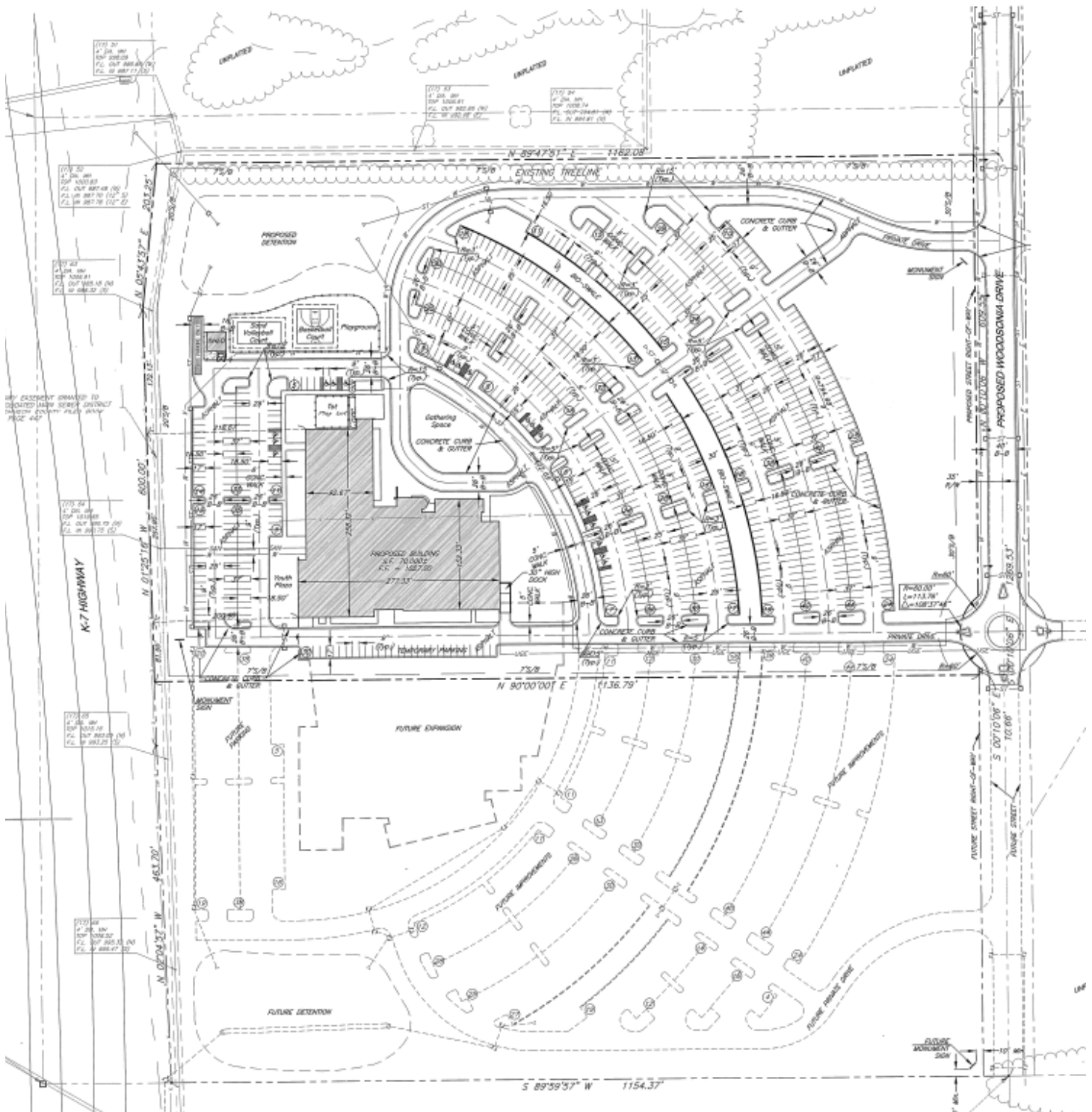


Exhibit 3: Preliminary Plan (PL04-11) Showing Future Expansion

TRAFFIC, ACCESS, AND PARKING

- Woodsonia Drive is classified as a collector roadway.
- There are two points of access to the site from the existing internal drive to the north.
- There is one point of access to the site from Woodsonia Drive to the east.

TABLE 2: PARKING ANALYSIS

| Land Use | Parking Formula | Required Parking | Proposed Parking | Difference |
|----------------------------|-----------------------------------------------|------------------|------------------|-------------|
| Church or Place of Worship | 1 space per 3 seats in the main assembly area | 509 | 746 (existing) | +237 |
| Office | 1 stall per 250 square feet | 80 | 66 | -14 |
| TOTAL | | 589 | 812 | +223 |

A new parking area for 66 stalls will be built with this building. This parking area will connect to the southerly access to the site from Woodsonia Drive. The new parking area is intended to serve the new building. Overflow parking is available in the existing parking areas of the church. The existing parking areas of the church contain a total of 746 parking stalls. The number of stalls for the overall site exceed the requirements of the combined uses. The overall parking for the facility will serve the uses in a complimentary manner. The greatest demand for parking will be during church services, which will occur during the times when there is not a demand for parking for the other uses. It is Staff's conclusion the site provides adequate parking for the uses of the campus.

As previously relayed to the applicant, approval of this site and subsequent issuance of a building permit are contingent upon Woodsonia Drive being completed for the approximate 800' segment missing between the round-about to the north and the existing section to the south. This roadway segment will need to be either completed or permitted and constructed concurrently with the construction of the accessory office building.

STORMWATER

The applicant provided a final stormwater management plan for this project that indicates the intent of meeting the City's stormwater requirements and standards. This will be done through a combination of a new extended dry detention basin off-site (in the southwest corner of the overall site), as well as an infiltration trench also off-site. Staff notes that the analysis of the report, including facility sizing, was performed for future development of the entire site under the previously proposed church addition and parking scenario in addition to the application requested at this time.

FIRE PREVENTION

The Fire Department reviewed the plans based on the current adopted fire codes and local amendments. All general planning review comments have been acknowledged or satisfied and there are no outstanding Fire Department planning review items that need to be addressed for this project to move forward. A more detailed fire code review will be conducted based on the adopted codes at the time of the building permit documentation submittal.

LIGHTING

Three new parking lot lights are to be installed. The lights will be consistent with the existing lights throughout the parking areas. The lights are compliant with Section 4-1-C-4-I of the UDC.

LANDSCAPING

The landscape plan shows new trees and shrubs to be installed in clusters around the building and the new parking area and along the section of Woodsonia Drive between the roundabout and the new drive entrance. The landscape plan meets the requirements of Sections 4-1-D-2-M and L of the UDC.

ARCHITECTURE

The building will use a combination of brick, stone and stucco as the exterior finish materials and will match the architectural style and character of the existing sanctuary building. Details like the window mullion pattern, stucco score pattern and awnings will also match the existing building to create continuity of the Westside Family Church campus. The building will incorporate a “flying wall” element at the main entrance replicating a similar feature at the sanctuary’s main entrance. Staff is supportive of the architectural design of the building.



Exhibit 4: Rendering looking northeast.

DEVIATIONS

The applicant is not requesting any deviations.

FINAL PLAT

The final plat is a one-lot final plat that combines the existing platted lot and the 1.46-acre area of the new building and parking lot. This results in a 21.37-acre lot. The plat includes dedications for the west half of Woodsonia Drive from the roundabout to the southern limits of the Westside Family Church property and a utility easement along the Woodsonia Drive street frontage. The final plat is in compliance with the UDC subdivision regulations.

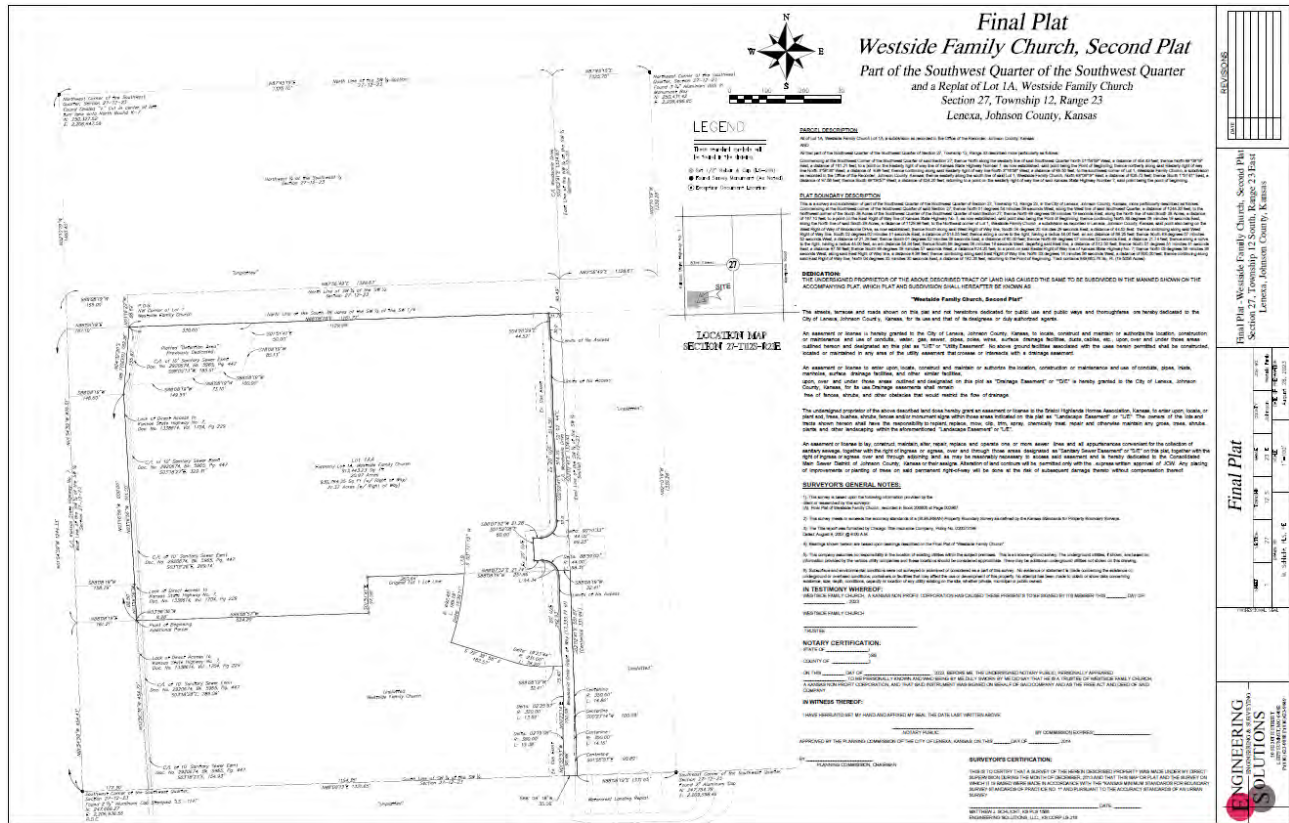


Exhibit 5: Final Plat

REVIEW PROCESS

- The Planning Commission is the final authority for approval of the final plan.
- The City Council will consider the final plat to accept the right-of-way and utility easement dedications.
- The applicant should inquire about additional City requirements, such as permits and development fees.

RECOMMENDATION FROM PROFESSIONAL STAFF

- ★ **Staff recommends approval of the proposed Final Plan and Final Plat for Westside Family Church.**
 - This project is consistent with Lenexa's goals to promote Inviting Places and Healthy People.

FINAL PLAN

Staff recommends **approval** of the final plan for PL23-18F – **Westside Family Church** at 8500 Woodsonia Drive, for an accessory office building to the church/place of worship.

FINAL PLAT

Staff recommends **approval** of the final plat for PT23-21F – **Westside Family Church, Second Plat** at 8500 Woodsonia Drive, to accommodate an accessory office building to the church/place of worship.

CONSENT AGENDA

1. **Brookhollow East, 4th Plat - Consideration of a final plat to combine two platted lots into a single lot in the Brookhollow East Business Park located at 8500 Marshall Drive within the CP-4, Planned Service Commercial District. PT23-20F**
2. **Canyon Creek Apartment Homes - Consideration of a final plat for a multi-family residential development located near the northeast corner of Canyon Creek Boulevard and K-10 Highway within the RP-2, Planned Residential (Intermediate Density) and RP-4, Planned Residential (High Density) Districts. PT23-23F**
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4. **Stoneridge North, First Plat - Consideration of a final plat for a two-family (duplex) residential subdivision located near the northeast corner of West 83rd Street and Cedar Niles Road within the RP-2, Planned Residential (Intermediate Density) District. PT23-19F**
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6. **Kiewit K3 Building Sign - Consideration of a final plan for installation of a sign on the penthouse structure of the future Kiewit K3 Building located at the southwest corner of 89th Street and Hampton Street within the CC, Planned City Center District. PL23-19F**

Commissioner Wagner declared a conflict of interest regarding item no. 6 stating she works for the applicant.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Items 1-5. Moved by Commissioner Handley, seconded by Commissioner Macke, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to **APPROVE** Consent Agenda Item 6. Moved by Commissioner Woolf, seconded by Commissioner Macke, and carried by a vote of 8-0-1, with Commissioner Wagner abstaining.



**CITY COUNCIL
MEMORANDUM**

ITEM 6

SUBJECT: Resolution calling for a public hearing to consider establishing a Community Improvement District for the Renner 95 Mixed-Use Project

CONTACT: Sean McLaughlin, City Attorney

DATE: October 17, 2023

ACTION NEEDED:

Adopt a resolution calling for a public hearing to consider establishing a Community Improvement District (CID) for the Renner 95 Mixed-Use Project.

PROJECT BACKGROUND/DESCRIPTION:

The City received a petition from Renner Associates, LLC ("Petitioner") to establish a 1% CID for the Renner 95 Mixed-Use Project. The Petitioner owns 100% of the land within the proposed CID. In order to establish a CID, the City must hold a public hearing. The attached resolution provides notice of a public hearing to consider the establishment of a CID over property located at the northeast corner of 95th Street & Renner Boulevard. The public hearing will be held at the Tuesday, November 21, 2023 City Council meeting at 7 PM or as soon thereafter as may be heard. At the public hearing, staff will present more detailed information regarding the proposed CID Project. After the presentation, all interested persons will be provided an opportunity to be heard. Following the public hearing, the Governing Body, by a majority vote, may adopt an ordinance establishing the CID.

The proposed CID would levy a 1% CID sales tax on all property within the CID, which covers 10.55 acres ("Property"). The project consists of redevelopment of an existing five-story office building into approximately 80 residential units and 10,221 square feet of commercial office space, development of a new five-story, approximately 236-unit residential building, parking structure, and amenities ("Project"). The Petitioner requests that revenues generated from the CID sales tax be used to reimburse some or all of the Project costs. The CID sales tax, if approved, will commence January 1, 2026 and the funds will be used to reimburse approved CID eligible costs. The CID Petition was submitted on the City's standard form and is available for review in the City's Clerk's office during regular business hours.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

There are no financial implications to the City. This will be a reimbursement CID financed with a 1% CID sales tax on retail sales within the Property.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Thriving Economy

Guiding Principles

Responsible Economic Development

ATTACHMENTS

1. Map
2. Resolution



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

Renner 95 Mixed-Use Project Community Improvement District



0 100 200 400
Feet

RESOLUTION NO. _____

A RESOLUTION GIVING NOTICE OF A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF ESTABLISHING A COMMUNITY IMPROVEMENT DISTRICT OVER A PORTION OF LAND IN THE CITY OF LENEXA, KANSAS (RENNER 95 MIXED-USE PROJECT).

WHEREAS, K.S.A. 12-6a26 *et seq.*, as amended, establishes the Community Improvement District Act (the “Act”) for economic development and any other purpose for which public money may be expended; and

WHEREAS, cities are authorized to create a community improvement district (“CID”) to assist with the financing of eligible projects provided cities comply with the procedures set forth in the Act; and

WHEREAS, the City received a petition from the owners of record of 100% of the land within the proposed CID and the owners of 100% by assessed value of the land area within the proposed CID generally described as the northeast corner of Renner Boulevard and 95th Street (the “ Project”) and legally described in Section 8 herein; and

WHEREAS, in order to assist in the development and redevelopment of the CID Project, the City desires to consider the establishment of a CID as requested by Petitioners and in accordance with the Act; and

WHEREAS, K.S.A. 12-6a29 provides that any city proposing to establish a CID must adopt a resolution stating that the city is considering the establishment of a CID and include in such resolution notice that a public hearing will be held to consider the establishment of the CID.

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

SECTION 1. A public hearing to consider the advisability of creating a CID shall be held at the Lenexa City Council meeting on November 21, 2023 at 7:00 p.m., central daylight time or as soon thereafter as it may be heard, in the Council Chambers at the Lenexa City Hall, 17101 W. 87th St. Pkwy, Lenexa, Kansas.

SECTION 2. The general nature of the CID Project includes the redevelopment of an existing 5-story office building into approximately 80 residential units and 10,221 SF of commercial office space, development of a new 5-story, approximately 236-unit residential building, parking structure and amenities. The Petitioner is requesting that revenues generated from a CID Sales Tax be used to pay for or reimburse some or all of the Project costs. The general components of the Project include but are not limited to such items as site preparation, construction of buildings and tenant finish improvements, including

FF&E, construction of infrastructure and surface parking; ongoing operation and maintenance costs and other any other items or uses associated with the CID Project as authorized by the Act.

SECTION 3. The estimated total cost of the CID Project is \$103,015,820.

SECTION 4. The proposed method of financing the Project is through a combination of private equity, private debt and Pay-as-you-go financing reimbursed with a CID sales tax in the proposed amount of one percent (1%). The City may entertain a future request to issue CID Special Obligation Bonds if the City deems it is feasible and in the best interest of the City, but the City is not obligated to approve such issuance. Further, the City will not be issuing full faith and credit bonds to finance this proposed Project.

SECTION 5. The proposed amount of the CID sales tax to be levied is one percent (1%) for a term of twenty-two (22) years from the date the CID sales tax is first collected and the Petition proposes a January 1, 2026 commencement date for the CID sales tax.

SECTION 6. There will be no CID special assessment levied on the property as a result of the CID petition.

SECTION 7. A map of the proposed CID is included in Exhibit A attached to this Resolution and incorporated herein.

SECTION 8. The legal description of the proposed CID is as follows:

All of Lot 1, RENNER CORPORATE CENTRE – FIRST PLAT, subdivision of land in the City of Lenexa, Johnson County Kansas.

SECTION 9. The Governing Body shall consider findings necessary for the establishment of the proposed CID.

SECTION 10. A copy of this Resolution shall be mailed by certified mail, return receipt requested, to each owner and occupant of land within the proposed CID project area at least 10 days prior to the date of the public hearing. The City Clerk shall publish this resolution at least once each week for two consecutive weeks in the official city newspaper with the second publication occurring at least seven days prior to the date fixed for the public hearing.

SECTION 11. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Lenexa City Council this 17th day of October, 2023.

SIGNED by the Mayor this 17th day of October, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

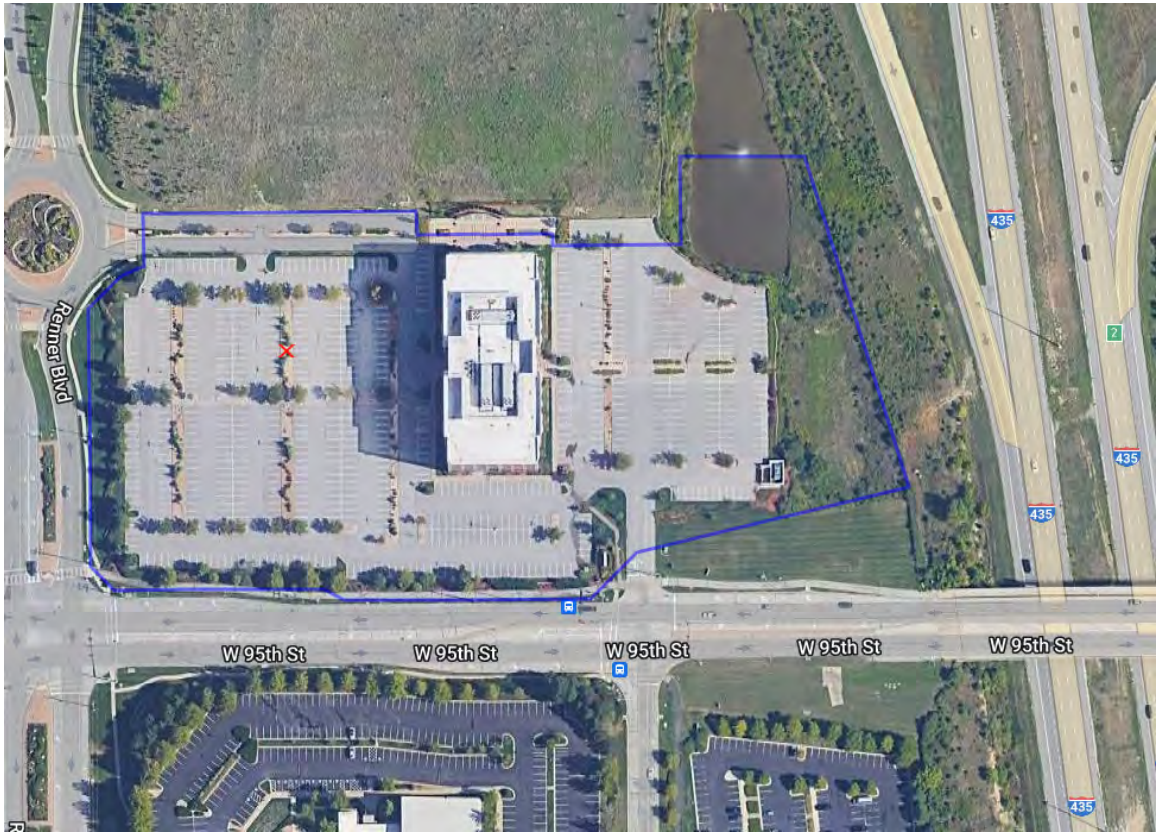
Attest:

Mike Nolan, Acting City Clerk

Approved As To Form:

Sean McLaughlin, City Attorney

Exhibit A – Map of Proposed CID District





**CITY COUNCIL
MEMORANDUM**

ITEM 7

SUBJECT: Resolution approving the annual investment policy for operating funds

CONTACT: Nate Blum, Chief Financial Officer

DATE: October 17, 2023

ACTION NEEDED:

Adopt a resolution approving the annual investment policy for operating funds.

PROJECT BACKGROUND/DESCRIPTION:

The Pooled Money Investment Board (PMIB) for the State of Kansas requires governmental entities with expanded investment powers to review and adopt an investment policy annually. The expanded investment powers allow the City to purchase investments maturing up to four years after the purchase date. Without expanded powers, the City could only purchase investments maturing up to two years after the purchase date.

City staff and Columbia Capital Management, LLC (the City's investment advisor for operating funds) have reviewed the investment policy and are recommending updates to Section 9 - Reporting. These updates are for clarification purposes only and would have no impact on the management of the City's investment portfolio. If the Governing Body approves the investment policy, staff will submit the policy to the PMIB later this year as part of the annual application to renew the City's expanded investment powers.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The investment policy guides the investment of the City's operating funds and bond proceeds. A separate policy applies to the City's Pension Fund investments.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040
Thriving Economy

Guiding Principles
Prudent Financial Management

ATTACHMENTS

1. Resolution
2. Draft policy located in the Appendix

RESOLUTION NO. 2023 - _____

A RESOLUTION APPROVING THE CITY'S INVESTMENT POLICY.

WHEREAS, K.S.A. 12-1677b grants expanded investment powers to municipalities where the governing body of the municipality has adopted an investment policy that is approved by the Kansas Pooled Money Investment Board (the "KPMIB"); and

WHEREAS, the City previously adopted Resolution No. 2022-093 approving an investment policy as set out in Governing Body Policy number GB-Finance-2 (the "Investment Policy"), to define investment objectives and to establish procedures to achieve those objectives; and

WHEREAS, in accordance with K.S.A. 12-1677b, the investment policy must be reviewed and approved at least annually or whenever the City makes changes in such investment policy; and

WHEREAS, staff requested Columbia Capital Management, LLC ("Columbia Capital"), who serves as the City's investment adviser for operating funds, review and recommend changes to the Investment Policy; and

WHEREAS, staff and Columbia Capital both recommend approval and re-adoption of the existing Investment Policy without any changes; and

WHEREAS, upon adoption by the Governing Body, staff will submit the Investment Policy to the KPMIB as part of the City's annual application for continuation of the City's expanded investment powers.

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

SECTION ONE: The Governing Body hereby adopts the existing Investment Policy attached hereto as Exhibit "A" and incorporated herein by reference, as Governing Body Policy number GB-Finance-2.

SECTION TWO: Upon adoption of this Resolution, the City's current Investment Policy number GB-Finance-2 adopted on October 4, 2022 will be amended to reflect its re-adoption effective October 17, 2023 with no additional changes.

SECTION THREE: This Resolution shall become effective upon adoption.

ADOPTED by the Governing Body this 17th day of October, 2023.

SIGNED by the Mayor this 17th day of October, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A, Boehm, Mayor

ATTEST:

Mike Nolan, Acting City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 8

SUBJECT: Resolution approving the 2023-2024 insurance program and authorizing the City Manager to execute all documents necessary to procure property and liability insurance and associated lines of coverage

CONTACT: Steven Shrout, Assistant City Attorney

DATE: October 17, 2023

ACTION NEEDED:

Adopt a resolution approving the 2023-2024 insurance program and authorizing the City Manager to execute all documents necessary to procure property and liability insurance and associated lines of coverage.

PROJECT BACKGROUND/DESCRIPTION:

The policy period for the City's property and liability insurance is November 1st through October 31st. The City comprehensively bids its entire property and liability insurance program, including insurance brokers, every three to five years. This comprehensive bid was completed for the 2022-2023 policy year. As a result of the 2022-2023 comprehensive bid, the City converted its insurance program from a first dollar program to a self-insured retention program through Traveler's Property Casualty Company of America ("Traveler's").

The City's insurance broker secured several quotes and was able to provide a favorable renewal for all lines of coverage for 2023-2024. There are no changes in carriers, as Traveler's provided the most favorable quote.

If approved, the recommended 2023-2024 insurance program will cost \$494,688 in base premiums - a 17.33% increase, but approximately \$53,000 less than the base premiums for the 2021-2022 first dollar insurance program. The cost of insurance is a result of several factors, including, but not limited to, 2023 being the hardest market in the history of the industry, volatility due to current events, and weather-related claims. While hurricanes and wildfires do not occur here, resulting payouts affect the reinsurance market, which increases premiums. The insurance program remains essentially the same with little to no changes in coverage or deductible.

Exhibit A to the resolution provides a summary of the package. The summary compares premium amounts for individual coverage lines (i.e. property, auto, cyber) to premiums paid last year.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The property and liability insurance program is part of the Legal Department operating budget under the General Fund and contains sufficient funds to cover the costs associated with the 2023-2024 insurance program.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Guiding Principles

Prudent Financial Management

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS OF INSURANCE AND RELATED DOCUMENTS FOR THE POLICY PERIOD COMMENCING NOVEMBER 1, 2023.

WHEREAS, the City annually secures property and casualty insurance for the policy period commencing November 1 and ending October 31 of the following year; and

WHEREAS, for the 2023-2024 policy period, the City requested its insurance broker secure renewal quotes from its current insurance carriers; and

WHEREAS, Travelers Property Casualty Company of America ("Travelers"), provided favorable renewal quotes; and

WHEREAS, the City desires to contract with Travelers for its property and liability insurance for the 2023-2024 policy period; and

WHEREAS, the City will also secure smaller coverage lines from Travelers and various other carriers including, but not limited to, crime, cyber liability, fiduciary, storage tank, and Finance Director's bond insurance; and

WHEREAS, the City will secure insurance brokerage and risk management consulting services during the 2023-2024 policy period.

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

SECTION ONE: The City Council does hereby approve of the recommended 2023-2024 insurance program and authorizes the City Manager to execute all documents necessary to purchase and bind all necessary lines of insurance coverage and insurance brokerage and risk management services for the policy period commencing November 1, 2023 on forms acceptable to the City Attorney at a total program cost substantially similar to the total program cost identified in Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO: This Resolution shall become effective upon adoption.

ADOPTED by the City Council this 17th day of October, 2023.

SIGNED by the Mayor this 17th day of October, 2023.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Mike Nolan, Acting City Clerk

APPROVED AS TO FORM:

Steven D. Shrout, Assistant City Attorney

Exhibit A - Insurance Package Summary

| | EXPIRING 2021-2022 | EXPIRING 2022-2023 | RECOMMENDATION 2023-2024 | CHANGE |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------|-----------------------------------------|-----------|
| PROPERTY | | | | |
| Carrier: | Intact | Travelers | Travelers | |
| Policy Period: | 11/01/2021 - 11/1/2022 | 11/01/2022 - 11/1/2023 | 11/01/2022 - 11/1/2024 | 28.67% |
| Premium: | \$ 149,199 | \$ 141,495 | \$ 182,061 | \$ 40,566 |
| BOILER | | | | |
| Carrier: | Travelers | Travelers | Travelers | |
| Policy Period: | 11/01/2021 - 11/1/2022 | 11/01/2022 - 11/01/2023 | 11/01/2022 - 11/01/2024 | 13.35% |
| Premium: | \$ 8,458 | \$ 9,262 | \$ 10,499 | \$ 1,237 |
| LIABILITY | | | | |
| Carrier: | Intact | Travelers | Travelers | |
| Policy Period: | 11/01/2021 - 11/1/2022 | 11/01/2022 - 11/01/2023 | 11/01/2022 - 11/01/2024 | 24.10% |
| Premium: | \$ 86,492 | \$ 81,133 | \$ 100,685 | \$ 19,552 |
| AUTO | | | | |
| Carrier: | Intact | The Charter Oak Fire Insurance Company | The Charter Oak Fire Insurance Company | |
| Policy Period: | 11/01/2021 - 11/1/2022 | 11/01/2022 - 11/01/2023 | 11/01/2022 - 11/01/2024 | 1.56% |
| Premium: | \$ 76,589 | \$ 91,885 | \$ 93,316 | \$ 15,296 |
| UMBRELLA/EXCESS | | | | |
| Carrier: | Intact | Travelers | Travelers | |
| Policy Period: | 11/01/2021 - 11/1/2022 | 11/01/2022 - 11/01/2023 | 11/01/2022 - 11/01/2024 | 7.58% |
| Premium: | \$ 136,292 | \$ 26,993 | \$ 29,039 | \$ 2,046 |
| Package Total: | \$ 448,572 | \$ 341,506 | \$ 405,101 | \$ 63,595 |
| ENVIRONMENTAL LIABILITY | | | | |
| Above Ground Storage Tank | | | | |
| Carrier: | ACE TankSafe | Ace TankSafe | Ace TankSafe | |
| Policy Period: | 12/01/2021 - 12/1/2022 | 12/01/2022 - 12/01/2023 | 12/01/2022 - 12/01/2024 | 3.62% |
| Premium: | \$ 1,117 | \$ 1,270 | \$ 1,316 | \$ 46 |
| ENVIRONMENTAL LIABILITY | | | | |
| Underground Storage Tank | | | | |
| Carrier: | Great American | Great American | Great American | |
| Policy Period: | 12/27/2021 - 12/27/2022 | 12/01/2022 - 12/01/2023 | 12/01/2022 - 12/01/2024 | 4.69% |
| Premium: | \$ 358 | \$ 358 | \$ 375 | \$ 17 |
| FIDUCIARY LIABILITY | | | | |
| Carrier: | Federal Insurance (Chubb) | Included in Travelers Cyber | Included in Travelers Cyber | |
| Policy Period: | 11/1/2021 - 11/1/2022 | | | |
| Premium: | \$ 8,799 | | | |
| CRIME | | | | |
| Carrier: | Liberty Mutual Ins Co | Included in Travelers Cyber | Included in Travelers Cyber | |
| Policy Period: | 11/1/2021 - 11/1/2022 | | | |
| Premium: | \$ 3,562 | | | |
| CYBER LIABILITY | | | | |
| Carrier: | Certain Underwriters at Lloyd’s of London | Travelers | Travelers | |
| Policy Period: | 11/1/2021 - 11/1/2022 | 11/01/2022 - 11/01/2023 | 11/01/2022 - 11/01/2024 | 1.15% |
| Premium: | \$ 51,593 | \$ 51,721 | \$ 52,318 | \$ 597 |
| DRONE LIABILITY | | | | |
| Carrier: | Included in OBGR package | Included in Travelers Liability package | Included in Travelers Liability package | |
| Policy Period: | | | | |
| Premium: | | | | |
| FINANCE DIRECTOR'S BOND | | | | |
| Carrier: | Western Surety | Travelers | Travelers | |
| Policy Period: | 1/3/2022 - 1/3/2023 | 1/03/2022 - 1/03/2024 | 1/03/2022 - 1/03/2025 | 0.00% |
| Premium: | \$ 263 | \$ 263 | \$ 263 | \$ - |
| TOTAL INSURANCE COST: | \$ 522,723 | \$ 404,381 | \$ 469,872 | \$ 16,205 |
| | | | | |
| Total Insurance Cost shown above does not include costs of insurance brokerage services and risk management consulting services. | | | | |



**CITY COUNCIL
MEMORANDUM**

ITEM 9

SUBJECT: Resolution approving an addendum to the 2023 Community Development Block Grant Subrecipient Agreement

CONTACT: Tim Green, Deputy Community Development Director

DATE: October 17, 2023

ACTION NEEDED:

Adopt a resolution approving an addendum to the 2023 Community Development Block Grant (CDBG) Subrecipient Agreement.

PROJECT BACKGROUND/DESCRIPTION:

The City and Johnson County, Kansas entered into a subrecipient agreement on August 1, 2023, establishing the 2023 CDBG grant amount and setting forth the City's requirement to follow all Housing and Urban Development (HUD) administrative procedures. The \$182,863.35 grant is for street lighting improvements along Rosehill Road, Long Street, and Gillette Street south of 87th Street Parkway, and 89th Street west of Rosehill Road.

This addendum requires that the City comply with the requirements of the Build America, Buy America (BABA) Act. The BABA Act requires that materials used in the construction of the street lighting improvement project be made in the United States.

The subrecipient agreement is available for review in the City Clerk's office.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

| | |
|-----------------|--------------|
| CDBG Grant: | \$182,863.35 |
| City of Lenexa: | \$313,261.65 |
| Total Budget: | \$496,125.00 |

The project (Project No. 60042) is currently funded in the 2023-2027 Capital Improvement Program.

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

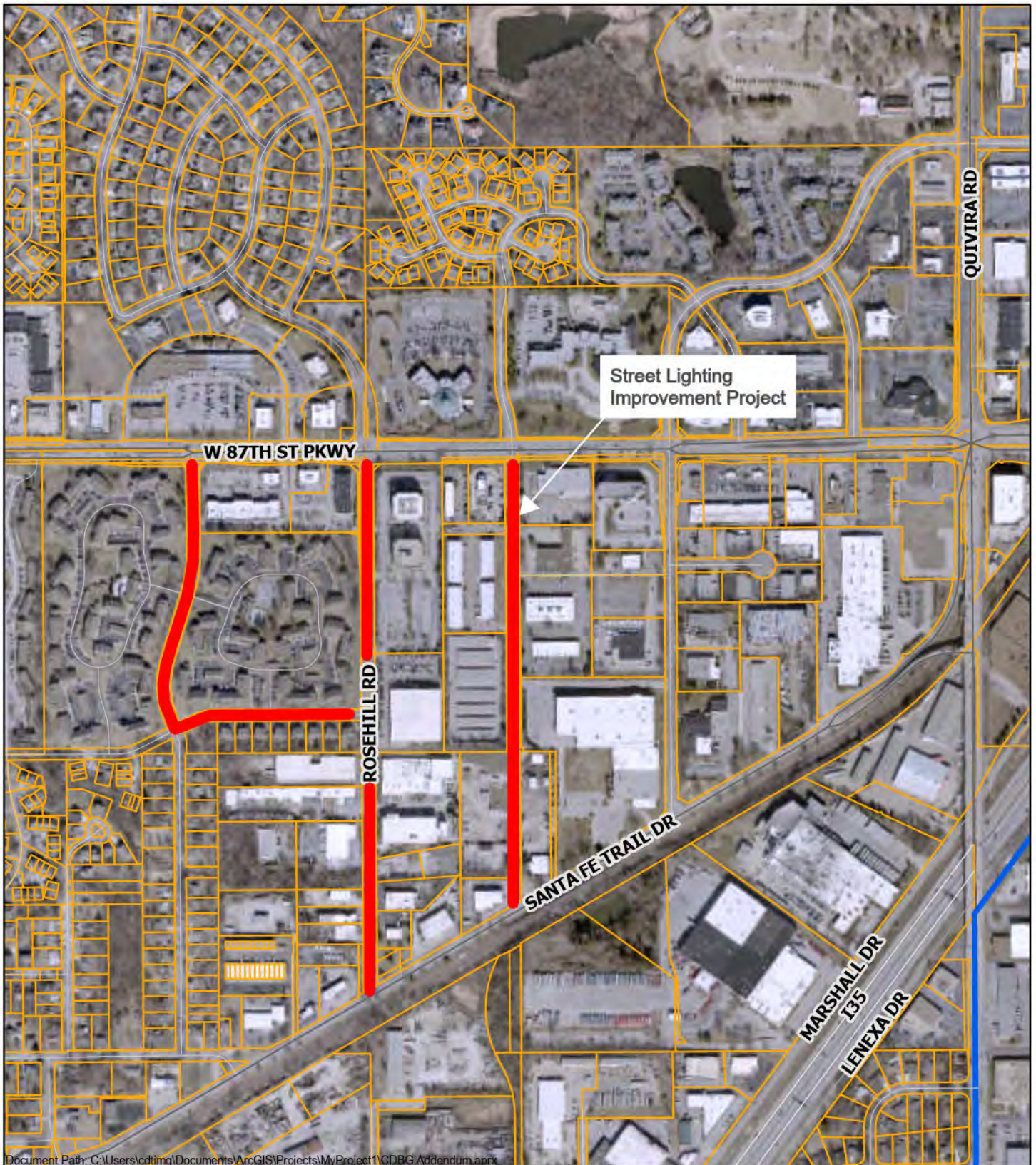
Vibrant Neighborhoods
Integrated Infrastructure & Transportation

Guiding Principles

Strategic Community Investment
Sustainable Policies and Practices

ATTACHMENTS

1. Map
2. Addendum
3. Resolution



CDBG Subrecipient Agreement Addendum 2023 CDBG Project



ADDENDUM TO:

SUBRECIPIENT AGREEMENT BETWEEN CITY OF LENEXA AND JOHNSON COUNTY, KANSAS, A CDBG URBAN COUNTY, FOR THE ESTABLISHMENT AND DEVELOPMENT OF COMMUNITY DEVELOPMENT BLOCK GRANTS/ENTITLEMENT GRANT (CFDA 14.218), PROJECT NUMBER 2023-12.

THIS ADDENDUM is made this 26 day of September, 2023 (the "Effective Date"), by and between the Board of County Commissioners of Johnson County, Kansas (hereinafter "County") and City of Lenexa (hereinafter "Subrecipient") and supplements that certain Grant Agreement attached hereto and entered into as of the date of last signature below by and between the County and Subrecipient for the 2023 CDBG Subrecipient Agreement (2023-12)

In addition to the Grant Agreement between the County and Subrecipient, the Subrecipient certifies that this grant will be administered in conformity with the following laws and requirements:

**Article XII
Special Conditions**


- A. Subrecipient shall comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), and funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

This Addendum is supplemental to the CDBG 2023-12 Subrecipient Agreement made between the County and Subrecipient, and modifies the said Grant Agreement, which by reference herein is made a part hereof, with all the terms, conditions, and provisions thereof, not otherwise modified herein, made to apply hereto as though the same were expressly rewritten, incorporated, and included in this Addendum.

On or about the Effective Date of this Addendum, Article XII Special Conditions is added as a requirement for CDBG 2023-12.

IN WITNESS WHEREOF, the County and Subrecipient hereto have set their hands to this Addendum.

COUNTY:


Penny Postoak Ferguson
County Manager
Johnson County, Kansas

SUBRECIPIENT:

Mayor
City of Lenexa

Date

Date

APPROVED AS TO FORM:


Betsey Lasister (Sep 27, 2023 09:43 CDT)
Betsey Lasister
Assistant County Counselor

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF LENEXA AND JOHNSON COUNTY, KANSAS, A CDBG URBAN COUNTY, FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT/ENTITLEMENT GRANT (CFDA 14.218), PROJECT NUMBER 2023-12, 2023 CDBG STREET LIGHTING PROJECT - LONG STREET, ROSEHILL ROAD, GILLETTE STREET & 89TH STREET.

WHEREAS, Johnson County, Kansas ("County") has entered into a Grant Agreement with the United States Department of Housing and Urban Development ("HUD"), for federal assistance under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, pursuant to said Grant Agreement, County is obligated to require compliance with certain terms and conditions by any third-party with whom County contracts for the use of funds provided pursuant to the Grant Agreement; and

WHEREAS, the City of Lenexa's Governing Body approved the Grant Agreement on August 1, 2023; and

WHEREAS, as a result of a recent ruling by HUD, compliance with the Build America, Buy America ("BABA") Act will now be required for the use of the funds provided pursuant to the Grant Agreement; and

WHEREAS, the County has provided an Addendum, attached hereto as Exhibit A, that supplements the Grant Agreement to require the City's compliance with the BABA Act in order to use the funds provided pursuant to the Grant Agreement; and

WHEREAS, The Addendum to the Grant Agreement has been reviewed and accepted by the City's Governing Body.

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 Addendum to the Subrecipient Agreement between the City of Lenexa and Johnson County, Kansas, a CDBG Urban County, for the Community Development Block Grant/Entitlement Grant (CFDA 14.218), Project Number 2023-12, as set out in Exhibit A, and incorporated herein by reference.

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

ADOPTED by the City Council this 17th day of October, 2023.

SIGNED by the Mayor this 17th day of October, 2023.

[SEAL]

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Mike Nolan, Acting City Clerk

APPROVED AS TO FORM:

Steven Shrout, Assistant City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 10

SUBJECT: Ordinance amending Lenexa City Code Section 1-9-B-3 regarding funding public improvements

CONTACT: Sean McLaughlin, City Attorney

DATE: October 17, 2023

ACTION NEEDED:

Pass an ordinance amending Lenexa City Code Section 1-9-B-3 regarding funding public improvements.

PROJECT BACKGROUND/DESCRIPTION:

Lenexa City Code Section 1-9-B-3 relates to the use of general obligation bonds for funding public improvements, including public buildings, vehicles, and other equipment. The proposed ordinance is a cleanup amendment to ensure the language in Section 1-9-B-3 is consistent with Charter Ordinance No. 72.

In 2013, the Governing Body passed Charter Ordinance No. 72 exempting itself from the provisions of K.S.A. 13-1024a and establishing new provisions regarding the issuance of general obligation bonds for certain public improvements. Charter Ordinance No. 72 was passed to provide flexibility in public improvement financing and expand upon the allowable public improvements that can be funded with general obligation bonds. Specifically, Charter Ordinance No. 72 allows the use of general obligation bonds for the funding of the Lenexa Conference Center, new City Hall, and Rec Center.

The City had previously exempted itself from the provisions of K.S.A. 13-1024a pursuant to Charter Ordinance No. 56 passed in 2002 and Charter Ordinance No. 25 passed in 1989. In 2002, after passing Charter Ordinance No. 56, the City amended Code Section 1-9-B-3 to ensure the language was consistent with Charter Ordinance No. 56. However, in 2013, the City did not amend Code Section 1-9-B-3 to make the language consistent with Charter Ordinance No. 72. The proposed ordinance amends the language in Section 1-9-B-3 to be consistent with Charter Ordinance No. 72 and the City's actual public financing authority.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The proposed ordinance is administrative and does not obligate the City to issue any future general obligation bonds.

STAFF RECOMMENDATION:

Passage of the ordinance.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation

Guiding Principles

Prudent Financial Management

ATTACHMENTS

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING LENEXA CITY CODE SECTION 1-9-B-3 MORE SPECIFICALLY DEALING WITH FUNDING OF PUBLIC IMPROVEMENTS AND REPEALING EXISTING CODE SECTION 1-9-B-3.

WHEREAS, Charter Ordinance No. 72 approved on December 3, 2013 exempted the City from K.S.A. 13-1024a, which relates to funding public improvements, and provided substitute and additional provisions on the same subject; and

WHEREAS, Charter Ordinance No. 72 permits the issuance of general obligation bonds for any project the Governing Body determines serves a public purpose; and

WHEREAS, City Code Section 1-9-B-3 needs to be updated to accurately reflect the public funding language contained in in Charter Ordinance No. 72.

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

SECTION ONE. Section 1-9-B-3 is hereby amended to read as follows:

1-9-B-3 FUNDING OF PUBLIC IMPROVEMENTS.

- A. Before any type of public improvements shall be commenced, the money to pay for the same must be available in the City Treasury as provided by law, or provision may be made for the issuance of internal improvement bonds to pay for any such improvement as provided by law; provided, that this Code shall not be construed to include the following:
 - 1. Any repair or maintenance work not amounting to substantial alteration, addition or change in any structure, street or facility, and "public improvement", as used herein, shall not include the making of repairs or the maintenance of any building, street, sidewalk or other public facility in the City by City employees or the making of any expenditure from the City budget for such purposes; or
 - 2. Any emergency declared by majority vote of the elected Council which necessitates the reconstruction or substantial repair of any public improvement.
- B. For the purposes of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefor, for the purpose of rebuilding, adding to or extending the same from time to time, including related appurtenances to such improvements, as the necessities of the City may require, and for the purpose of acquiring any equipment or furnishings, including vehicles used for public purposes, the City may borrow money and issue its general obligation bonds for the same purpose without an election. For purposes of this

charter ordinance, the term “public improvement” shall mean any improvement, including the land necessary thereto, that, when constructed, purchased, improved, rebuilt, extended or added to, will serve a public purpose, including, but not limited to, the construction, purchase, improvement, rebuilding, extending or adding to a civic center, hotel conference center or other buildings or improvements which may be owned in whole or in part by the City or by a private party when it is found by the governing body that such buildings, improvements, equipment or furnishings serve a public purpose.

Such bonds shall be authorized by an ordinance of the City which shall describe the buildings, improvements, equipment or furnishings for which the bonds are issued, the estimated cost of the buildings, improvements, equipment or furnishings and shall specify the principal amount of the bonds to be issued therefor.

SECTION TWO: Penalty: Any violation of the above provision shall be punishable in accordance with Section 1-1-C-3, unless otherwise specifically set out.

SECTION THREE: That this Ordinance shall be construed as follows:

INTERPRETATION

A. **Liberal Construction:** The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes which are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.

B. **Savings Clause:** Neither the adoption of the Ordinance, nor the future repeal or amendment of any section or part or portion thereof, shall affect any rights acquired, fines, penalties, forfeitures, or liabilities therefor. Said Ordinance or Code repealed is hereby continued in force and effect after the passage, approval, and publication of the Ordinance for the purposes of such rights, fines, penalties, forfeitures, liabilities, and actions therefor.

C. **Invalidity:** If for any reason any chapter, article, section, subsection, sentence, portion or part of the proposed Ordinance set out, 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 the Code or other ordinances.

SECTION FOUR: The previously existing Code Sections 1-9-B-3 in effect prior to the effective date of this Ordinance are hereby repealed upon the effective date of this Ordinance.

SECTION FIVE: Effective Date: this Ordinance shall become effective upon passage and publication of the ordinance summary in the official City newspaper as provided by State law.

PASSED by the City Council this 17th day of October, 2023.

SIGNED by the Mayor this 17th day of October, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

By: _____
Michael A. Boehm, Mayor

ATTEST:

Mike Nolan, Acting City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 11

SUBJECT: Ordinance granting a contract franchise to CenturyLink Communications, LLC
CONTACT: Steven Shrout, Assistant City Attorney
DATE: October 17, 2023

ACTION NEEDED:

Pass an ordinance granting a contract franchise to CenturyLink Communications, LLC ("CenturyLink").

PROJECT BACKGROUND/DESCRIPTION:

This is a new franchise permitting CenturyLink to construct, operate, and maintain a telecommunications system within the city. This franchise ordinance is substantially similar to the City's current franchises with other telecommunication entities.

The franchise provides that any use of the rights-of-way by CenturyLink is subordinate to the City's health, safety, and welfare requirements and regulations, including the City's rights-of-way management Code. The franchise does not include the right to use any other City-owned facilities, parkland, or property. Pursuant to the franchise, CenturyLink is required to maintain sufficient workers' compensation and general liability insurance or demonstrate to the City that it is self-insured and able to provide sufficient coverage to protect the City from any claims for personal injury or property damage caused by CenturyLink.

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

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The City receives 5% of the gross receipts for certain telecommunication services that CenturyLink collects within the City.

STAFF RECOMMENDATION:

Passage of the ordinance.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Integrated Infrastructure & Transportation

Guiding Principles

Prudent Financial Management

ATTACHMENTS

1. Ordinance located in Appendix



**CITY COUNCIL
MEMORANDUM**

ITEM 12

SUBJECT: Consideration of a rezoning and preliminary plat/plan known as Viscek Estates to split a parcel into a single-family residential lot and an undeveloped lot, located at 25925 W. 83rd Street

CONTACT: Scott McCullough, Community Development Director

DATE: October 17, 2023

ACTION NEEDED:

- a. Pass an ordinance rezoning property located at 25925 W. 83rd Street from the AG, Agricultural Zoning District to the RP-1, Planned Residential (Low-Density) District, and
- b. Approve the companion preliminary plat/plan for Viscek Estates.

APPLICANT:

Matt Cox, Allenbrand-Drews

OWNER:

Charles Viscek & Mary Alice Viscek Irrevocable Trust

PROPERTY LOCATION/ADDRESS:

25925 W. 83rd Street

PROJECT BACKGROUND/DESCRIPTION:

Unified School District 232 (District) intends to purchase 40 acres of property for the development of a school in an undetermined timeframe in the future. The 40 acres includes a house that the current owner would like to retain. To facilitate the sale, the District will purchase the 40 acres, plat the property into two lots, and sell the two-acre lot with the house back to the current owner.

Lot 1 will be rezoned to RP-1, final platted, and will accommodate the house. The plat reflects rights-of-way to accommodate future improvements to 83rd Street and Cedar Niles Road, as well as future development of the property. It also sets the stage for the existing driveway accessing 83rd Street to be relocated to an internal street in the future as a means of better access management on 83rd Street, which is an arterial street.

Lot 2 is approximately 35 acres, and will remain unplatted and zoned AG until such time that the District or another future property owner seeks rezoning, plat, and plan approvals. The District has indicated they will likely not need all 35 acres for a new school, so a future revised preliminary plat will be forthcoming and will provide greater development details for that property.

STAFF RECOMMENDATION:

Passage of the ordinance and approval of the preliminary plat/plan.

PLANNING COMMISSION ACTION:

This item was considered as Regular Agenda Item 7 at the October 2, 2023 Planning Commission meeting.

Chairman Poss opened the public hearing. Mike Jadud, 26580 W. 90th Street, asked what would happen to the rights-of-way on Cedar Niles Road with the coming project. He was concerned about traffic flow when the property becomes a school. He also mentioned the widening of the road at the southwest corner of 83rd Street & Cedar Niles Road, to accommodate the new Stoneridge single-family subdivision to the west, has made the intersection dangerous. City Engineering Service Administrator Tim Collins responded that no traffic studies have been conducted or site layouts provided from the school district to make any comments concerning the project. Further information will come with the submittal of the preliminary and final plan that is projected within the next three to five years. He offered to meet with the gentleman at the conclusion of the meeting to discuss the issue concerning Cedar Niles Road.

Planning Manager Stephanie Kisler clarified that there will be proper public notification that will include a sign posted on the property, a legal notice in the newspaper, and mailings to surrounding neighbors within 200 feet of the subject property at the time of any future rezoning request.

Chairman Poss entertained a motion to recommend **APPROVAL** of rezoning the 2-acre Lot 1 from AG to RP-1 for Viscek Estates at 25925 W. 83rd Street for a single-family home. Moved by Commissioner Harber, seconded by Commissioner Macke, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to recommend **APPROVAL** of the preliminary plat for Viscek Estates at 25925 W. 83rd Street, for a single-family home and agricultural uses. Moved by Commissioner Handley, seconded by Commissioner Burson, and carried by a unanimous voice vote.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Vibrant Neighborhoods

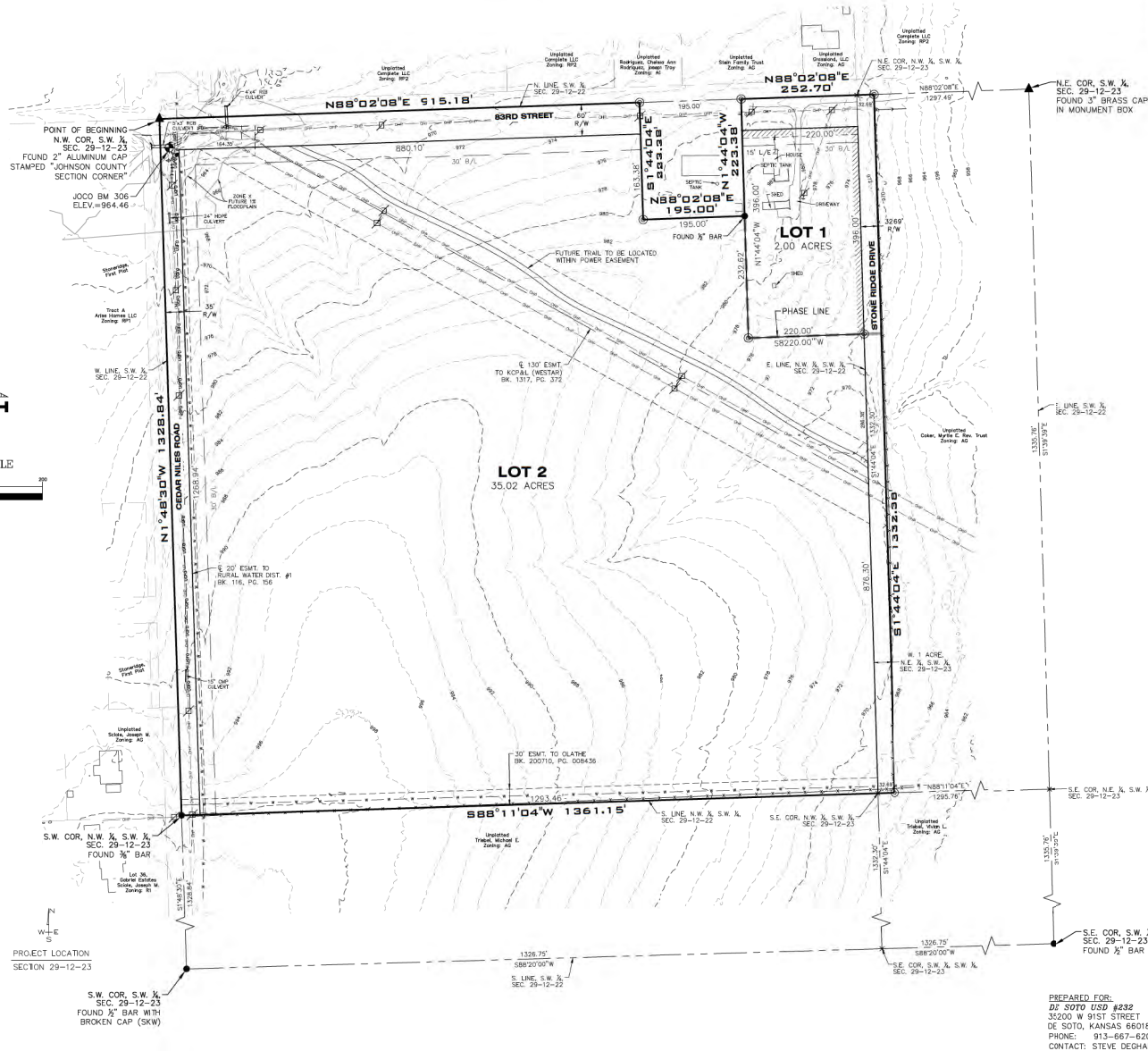
Guiding Principles

Responsible Economic Development

ATTACHMENTS

1. Map
2. Plat/Plan
3. PC Staff Report
4. PC Draft Minutes Excerpt
5. Ordinance

PRELIMINARY PLAT/REZONING PLAN VISCEK ESTATES PART OF THE S.W. 1/4, SEC. 29-12-23 CITY OF LENEXA, JOHNSON COUNTY, KANSAS



LEGAL DESCRIPTION

All that part of the Northwest Quarter of the Southwest Quarter and the West 1.00 acre of the Northeast Quarter of the Southwest Quarter of Section 29, Township 12 South, Range 23 East, in the City of Lenexa, Kansas, being more particularly described by Matthew R. Cox, PS-1637 on August 17, 2023 as follows:

Beginning at the Northwest corner of the Southwest Quarter of said Section 29; thence North 88 degrees 02 minutes 08 seconds East, along the North line of the Southwest Quarter of said Section 29, a distance of 915.18 feet; thence South 1 degree 44 minutes 04 seconds East, a distance of 223.38 feet; thence North 88 degrees 02 minutes 08 seconds East, a distance of 195.00 feet; thence North 1 degree 44 minutes 04 seconds West, a distance of 223.38 feet to a point on the Northline of the Southwest Quarter of said Section 29; thence North 88 degrees 02 minutes 08 seconds East, along the North line of the Southwest Quarter of said Section 29, a distance of 252.70 feet; thence South 1 degree 44 minutes 04 seconds East, parallel with and 32.69 feet East of the West line of the Northeast Quarter of the Southwest Quarter of said Section 29, a distance of 1332.38 feet to a point on the South line of the Northeast Quarter of the Southwest Quarter of said Section 29; thence South 88 degrees 11 minutes 04 seconds West, along the South line of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of said Section 29, a distance of 1361.15 feet to the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 29; thence North 1 degree 44 minutes 30 seconds West, along the West line of the Southwest Quarter of said Section 29, a distance of 1328.84 feet to the point of beginning, containing 40.60 acres, more or less.

LEGEND

| | |
|-----------------------------------------------|---------------------------|
| ▲ MONUMENT FOUND AS DESCRIBED | — WATER LINE |
| ■ BAR FOUND AS DESCRIBED | — GAS LINE |
| ⊙ SET 5" x 24" REBAR WITH PLASTIC #3 @ 3' DIA | — OVERHEAD POWER LINE |
| ⊕ FIRE HYDRANT | — UNDERGROUND FIBER OPTIC |
| ⊕ WATER VALVE | — EXISTING GRADE CONTOUR |
| ⊕ POWER POLE | — LIMITS OF NO ACCESS |
| ⊕ GUY ANCHOR | |
| ⊕ LIGHT POLE | |
| R/W STREET RIGHT-OF-WAY | |
| B/L BUILDING SETBACK LINE | |
| L/E LANDSCAPE EASEMENT | |

- NOTES:**
- Basis of Bearings: Kansas State Plane, North Zone.
 - Portions of this site lie within a protected Stream Corridor, as defined and regulated in the City of Lenexa, Kansas Code, Article 4-1-0. Restrictions on the use or alteration of the Stream Corridor may apply.
 - Contours shown were obtained from Johnson County AIMS on 7/28/2023 and are supplemented with field shots taken in project area.
 - Lot 1 will be final platted immediately subsequent to preliminary plat approval. The area shown as Lot 2 will be developed and platted at a later date.
 - No improvements are proposed as a part of this project. This project is intended only to allow the existing house and the surrounding land on proposed Lot 1 to be split from the larger lot shown as Lot 2.
 - Developer acknowledges that driveway access to 83rd Street may be removed in the future and proposed Lot 1 could access a new local street.
 - Limits of no access are depicted along proposed right-of-way except in the area of the existing driveway.
 - The location of the existing septic tank on proposed Lot 1 is shown, but the locations of the laterals are unknown.
 - No public sanitary sewer main currently exists within 200' of proposed Lot 1. When Lot 2 is developed, it will connect to a public sewer main.
 - An easement for the future trail will be dedicated to the City of Lenexa when Lot 2 is developed.

Current Zoning: AG (Agricultural)
Proposed Zoning for Lot 1: RP-1 (Planned Residential - Low Density)
Dwelling Classification: J

Project Bench Mark - JoCo BM 306
2" dome top aluminum monument set in the Southwest corner of a headwall for an RCB, on the east side of Cedar Niles Road, 56' south of 83rd Street.
Elev. = 964.46

VISCEK ESTATES

**CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS**



PREPARED FOR:
DR SOTO USD #232
36200 W 91ST STREET
DE SOTO, KANSAS 66018
PHONE: 913-667-6200
CONTACT: STEVE DEHAND

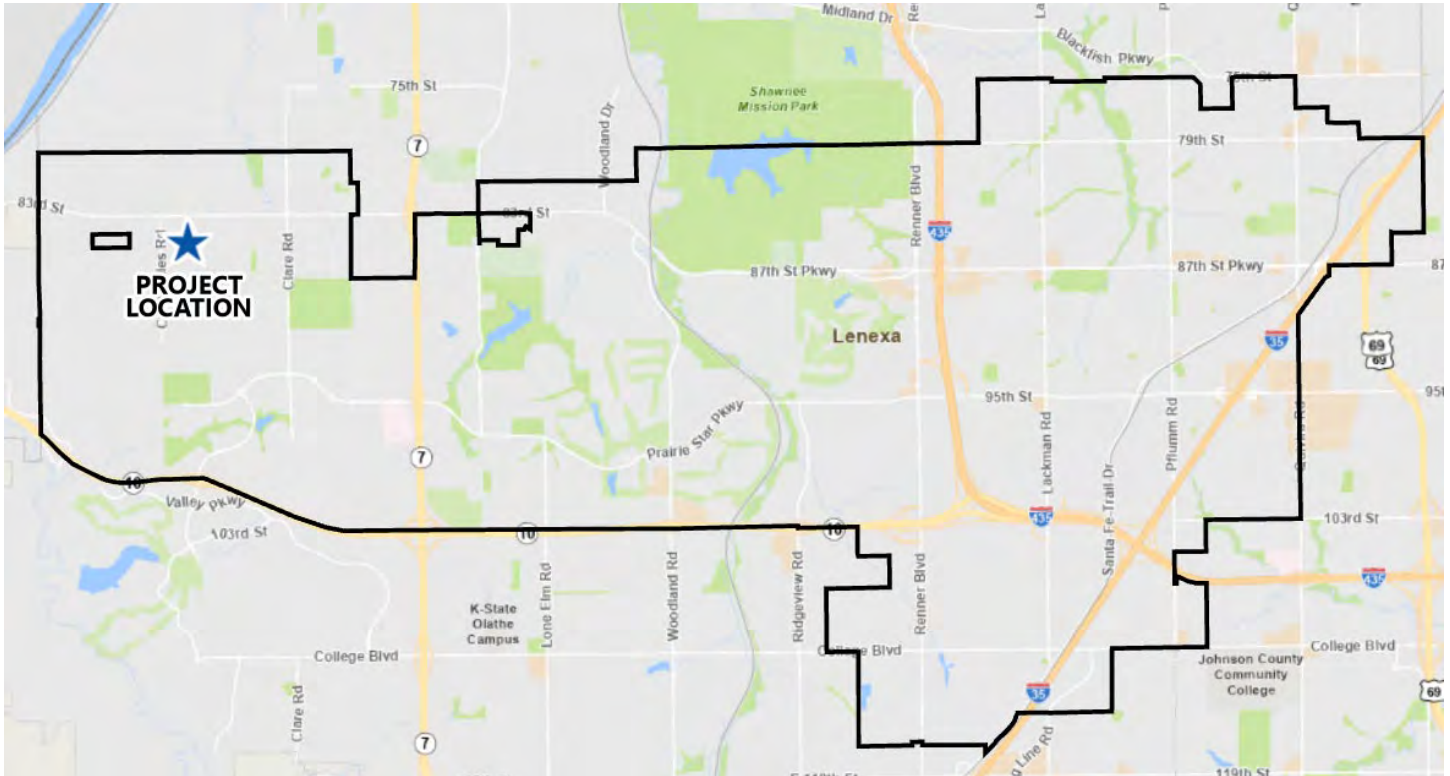
122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-9635

14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6904

AD PROJECT #38619 29-12-23 PRELIMINARY PLAT

VISCEK ESTATES

| | | | |
|-----------------------|----------------------------|----------------------|------------------------------------------|
| Project #: | RZ23-06 & PT23-05P | Location: | 25925 W. 83 rd Street |
| Applicant: | Matt Cox, Allenbrand-Drews | Project Type: | Rezoning & Preliminary Plat |
| Staff Planner: | Kimberly Portillo, AICP | Proposed Use: | Agricultural & Single-Family Residential |



PROJECT SUMMARY

Unified School District (USD) 232 intends to purchase 40 acres of property with the intent of developing a school in an undetermined timeframe in the future. The 40 acres includes a house that the current owner would like to retain. To facilitate the sale, the district will purchase the 40 acres, plat the property into two lots, and sell the 2-acre house lot back to the current owner. Lot 1 will be rezoned to RP-1, final platted and will accommodate the house. Lot 2, approximately 35 acres net, will remain unplatted and zoned AG until such time that the school district or another future property owner seeks rezoning, platting, and plan approvals. The district has shared with Staff that they likely will not need all 35 acres of the property they will control for a new school and so a future revised preliminary plat is likely forthcoming which will provide greater development details for that property. The plat includes dedication of rights-of-way and easements for future public street improvements. This project requires a Public Hearing.

STAFF RECOMMENDATION: APPROVAL

SITE INFORMATION

This site was annexed into the City of Lenexa in the late 1980s and has held an agricultural zoning classification and use since. One home, built in 1910, is located at the northeast corner of the property.

| LAND AREA (AC) | BUILDING AREA (SF) | CURRENT ZONING | COMP. PLAN |
|----------------|--------------------|----------------|----------------------|
| 40.6 | 968 | AG | Suburban Residential |

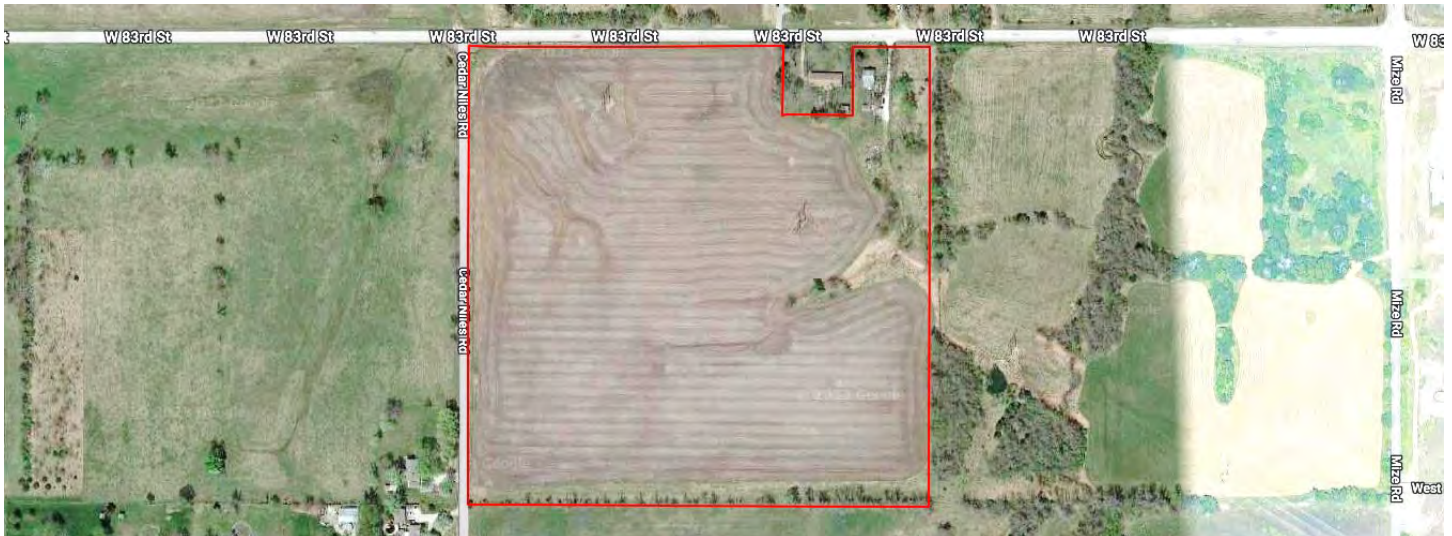


Exhibit 1: Aerial Image of Subject Site



Exhibit 2: Birdseye View of Subject Site

LAND USE REVIEW

The property is zoned AG, Agricultural and a portion of the property is to be rezoned to RP-1, Planned Residential Single-Family with this application. The proposed use is compatible with existing and planned surrounding uses which include the planned Stoneridge single-family subdivision to the west and planned Stoneridge North single-family and two-family development to the north. The future land use of Suburban Residential allows a density of up to 3.5 dwelling units per acre.

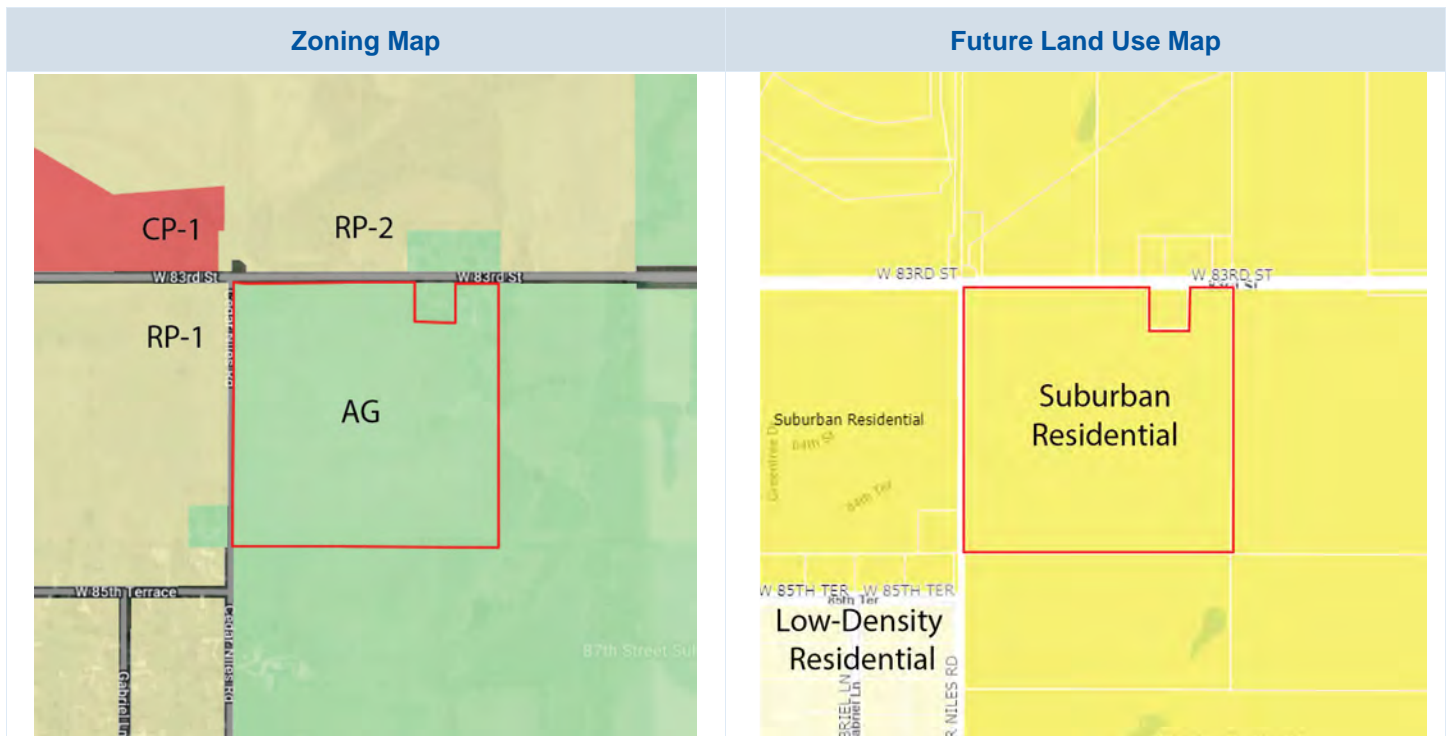


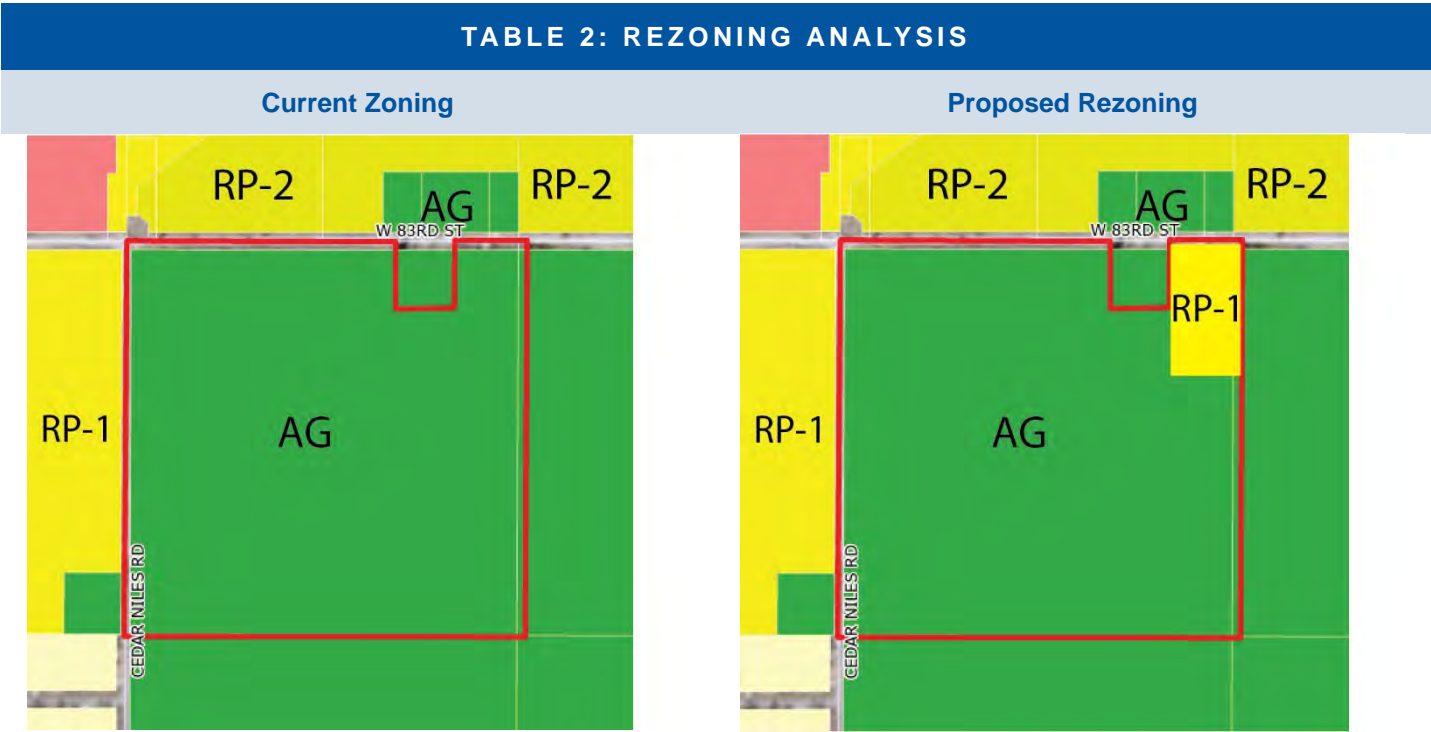
TABLE 1: COMPARISON OF SURROUNDING PROPERTIES

| Vicinity | Land Use Designation | Zoning | Current Use |
|-------------------------|----------------------|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Subject Property | Suburban Residential | AG, Agricultural District | Agricultural |
| North | Suburban Residential | RP-2, Planned Residential (Intermediate-Density) District, AG, Agricultural District | Planned Stoneridge North Single and Two-Family Development, Single-Family Residential/Vacant |
| South | Suburban Residential | AG, Agricultural District | Farming/Ranch Land |
| East | Suburban Residential | AG, Agricultural District | Farming/Ranch Land |
| West | Suburban Residential | RP-1, Planned Residential Single-Family (Low-Density) District | Planned Stoneridge Single-Family Development |

REZONING REVIEW

The area intended to be rezoned is proposed Lot 1 of the Viscek Estates preliminary plat. This lot is two acres and will be rezoned from the AG, Agricultural Zoning District to the RP-1, Planned Residential Single-Family (Low-Density) Zoning District. The 40-acre parcel of Viscek Estates has been a homestead and farm since at least 1910 when the home was built. With residential development planned and happening in the surrounding vicinity, this subject two-acre parcel is now being split from the larger agricultural portion of the property so it can remain as a single-family home while the rest of the land can become available for future development.

The use of Lot 1 is not changing from a single-family residential use; however, it cannot remain zoned AG because it does not meet the minimum lot size of 20 acres for the AG Zoning District. Lot 1 is being rezoned to accommodate a smaller lot size of two acres which fits within the RP-1, Planned Residential Single-Family (Low Density) Zoning District and allows for the current septic system to be utilized for the lot.



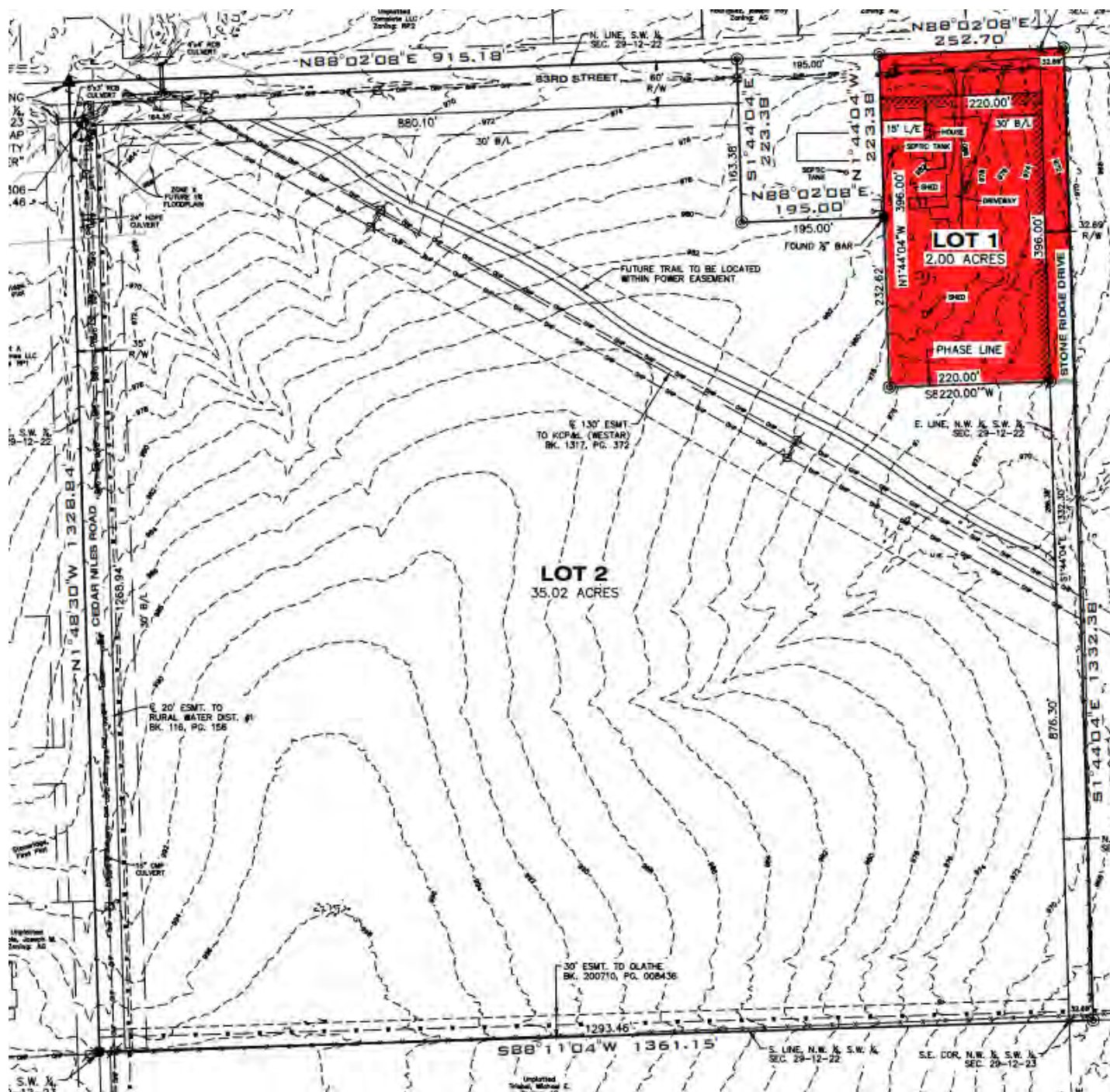


Exhibit 3: Full extent of Viscek Estates Preliminary Plat with area to be rezoned to RP-1 shown in red.

Staff provides the following analysis for the review criteria within [Section 4-1-G-5](#) of the UDC.

1. The character of the neighborhood.

The site is in an area that is currently experiencing suburban development. While surrounding properties still appear agricultural in nature, low-to-medium density residential subdivisions have been approved north and west of the property.

2. The zoning and use of properties nearby.

The zoning and use of nearby properties are outlined in Table 1. The proposed use is compatible with nearby properties because they are similar low-intensity agricultural or low-density residential uses.

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

The property has historically been suitable for agricultural uses; however, westward expansion of development into Lenexa has resulted in more intensive planned future land uses of this property as suburban development.

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

The rezoning will not detrimentally affect nearby property considering the use of the property as agricultural with a single-family home will not change.

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

The property has a single-family home, which was built in 1910. The remainder of the site has not been developed beyond agricultural uses.

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.

Denial of the application would limit availability of the remaining approximately 35 acres of the site from being developed. The larger portion of the site will be used by USD 232 for future development as a school. The expansion of school capacity is important as suburban growth occurs into this area. Failure to provide adequate facilities to accommodate the growth could have negative impacts, such as overcrowding, on the school system in the future.

7. Recommendation of City's permanent professional staff.

See Staff's recommendation.

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

The future land use of this site is designated by the Master Plan as Suburban Residential, defined as suburban-density detached single-family housing not exceeding a gross density of 3.5 dwelling units per acre. The planned use conforms with the future land use classification.

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 site has access to all utilities with the exception of sanitary sewers. The current home operates on a septic system and there is not a sanitary sewer main within 200' of proposed Lot 1. The applicant is proposing a gross lot size of two acres which is the minimum required acreage by Johnson County Wastewater to allow a septic system.

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 home has sufficient off-street parking and would not present parking problems. The existing driveway has access onto W. 83rd Street, which is currently the only right-of-way frontage available. The City's Northwest Lenexa Roadway study, which provided a concept design for W. 83rd Street, identified the section line on this property as a future full access roadway location, for which right-of-way is being dedicated with the accompanying plat consistent with similar dedications on the north side of W. 83rd Street. Additional right-of-way for future expansion of W. 83rd Street is also being dedicated. USD 232 and the property owner have acknowledged in responses to staff and with a note on the plat that driveway access to W. 83rd Street will be removed in the future when access from a new local street becomes available.

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

There will be no environmental impacts from the proposed use as no new development will be occurring as part of this application.

12. The extent to which the proposed development would adversely affect the capacity or water quality of the stormwater system, including without limitation, natural stream assets in the vicinity of the subject property.

The rezoning of Lot 1 does not include construction of any new buildings or impervious areas and therefore will not negatively impact the capacity or water quality of the stormwater system or natural assets in the vicinity of the subject property.

13. 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 is able to satisfy the requirements of the RP-1 Zoning District and other applicable zoning regulations and ordinances.

PRELIMINARY PLAT REVIEW

This is a preliminary plat of 40.6 acres into two lots in the AG, Agricultural Zoning District. There is a concurrent application to rezone Lot 1 to the RP-1 Zoning District. No improvements are proposed as a part of this project. This project is intended only to allow the existing house and the surrounding land on proposed Lot 1 to be split from the larger land area shown as Lot 2.

The resulting plat will have two lots:

Lot 1:

- 2.0 acres
- Remaining a single-family residential use with one dwelling
- Rezoned to RP-1, Planned Residential Single-Family
- Access is available from W. 83rd Street. When the future street network is developed it is planned that the lot will then be accessed from a future local street. This plat reflects a limit of no access along the planned right-of-way to the east and along W. 83rd Street, with the exception of the existing driveway location. It is anticipated that the limits of no access will change with future development.
- A 15' landscape easement is to be dedicated to the City of Lenexa along W. 83rd Street. With the final plat, this easement will also need to be provided adjacent to the future right-of-way to the east. It shall be the responsibility of the landowner to maintain the easement.
- The lot does not have sanitary sewer service and has an existing septic system. The lot area is two acres to meet the minimum requirements to have a septic system as set forth by Johnson County Wastewater.
- The applicant intends to file for final plat approval immediately following approval of the preliminary plat.

Lot 2:

- 35.02 acres
- Agricultural use/vacant land
- Zoned AG, Agricultural
- This site has frontage onto W. 83rd Street and Cedar Niles Road. There are no planned drive entrances at this time.
- There is an existing 130-foot-wide power easement running from the northwest corner diagonally through the site. A future public trail connection is planned within the power easement. A trail easement for the future trail will be dedicated to the City of Lenexa when Lot 2 is developed.
- There is a portion of stream buffer on the northwest corner of the lot.

The remaining 3.58 acres will be dedicated to the City of Lenexa as rights-of-way for future street improvements as shown on the plat. This dedication requires acceptance by the Governing Body at the time of final plat.

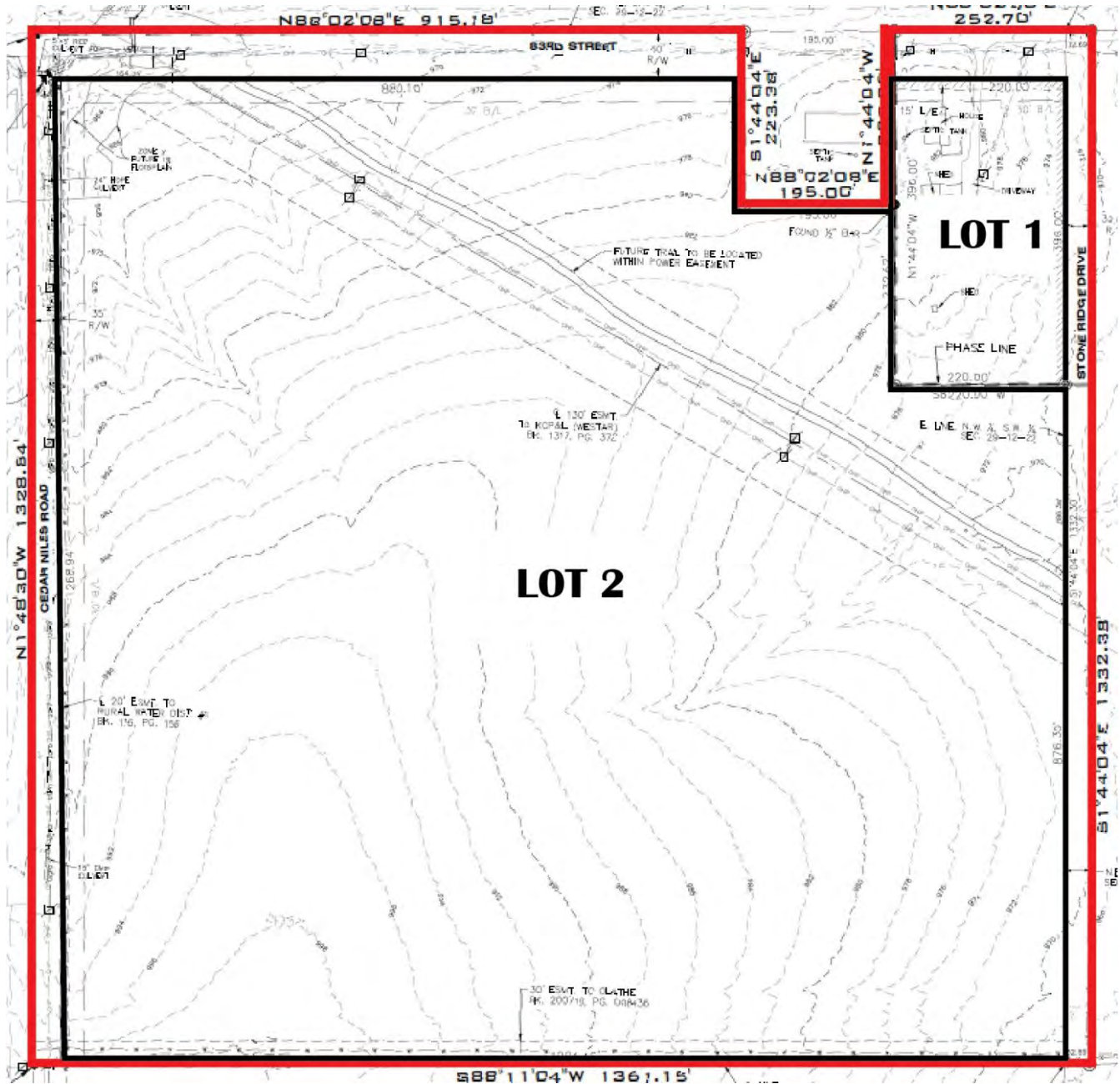


Exhibit 4: Viscek Estates Preliminary Plat

DEVIATIONS

The applicant is not requesting any deviations.

REVIEW PROCESS

- This project requires a recommendation from the Planning Commission and final approval by the City Council. Pending a recommendation from the Planning Commission, the project is tentatively scheduled for consideration from the City Council on October 17, 2023.
- The applicant should inquire about additional City requirements, such as permits and development fees.

RECOMMENDATION FROM PROFESSIONAL STAFF

★ Conduct a Public Hearing.

★ Staff recommends approval of the proposed Preliminary Plat and Rezoning for Viscek Estates.

- This is a preliminary plat of two lots and a rezoning of Lot 1 from AG, Agricultural to RP-1, Planned Residential Single-Family (Low Density) to accommodate the sale of an approximately 35-acre site for future development.
- The project is consistent with Lenexa's goals through *Responsible Economic Development* and *Strategic Community Investment* to create *Vibrant Neighborhoods*.

REZONING

Staff recommends **approval** of rezoning the 2-acre Lot 1 from AG to RP-1 for RZ23-06 – **Viscek Estates** at 25925 W. 83rd Street, for a single-family home.

PRELIMINARY PLAT

Staff recommends **approval** of the preliminary plat for PT23-05P – **Viscek Estates** at 25925 W. 83rd Street, for a single-family home and agricultural uses.

REGULAR AGENDA

1. **Viscek Estates - Consideration of a rezoning and preliminary plan/plat to split a parcel into a single-family residential lot and an undeveloped lot for property located at 25925 West 83rd Street. The proposed rezoning from AG, Agricultural to RP-1, Planned Residential (Low-Density) Districts affects only the single-family residential lot. RZ23-06 & PT23-05P**

APPLICANT PRESENTATION

Steve Deghand, a representative of the DeSoto School District presented on behalf of the applicant. He said Unified School District (USD) 232 intends to purchase the land for a future elementary school but would not begin development of the project for the next three to five years. The DeSoto School District will purchase the entire 40 acres of property but will sell two-acres back to the property owner that would like to remain in their home.

STAFF PRESENTATION

Kim Portillo presented the Staff Report. She explained that Viscek Estates is currently 40-acres of property that DeSoto School District (USD 232) would like to split into two properties. One part would become a 35-acre agricultural lot and the second, a two-acre residential lot. The remainder of the land will be dedicated as rights-of-way to the City of Lenexa. She showed a graphic and pointed out the residential growth in that area, noting project applications that have been approved or currently going through the Planning Commission process. The property is currently zoned AG, Agricultural District with a Future Land Use classification of Suburban Residential. Both are in line with the applicant's proposal. The two-acres rezoned from Agricultural to RP-1, Planned Residential (Low Density) District is being rezoned because the AG District has a minimum lot size of 20-acres. She showed the criteria staff used for evaluating the rezoning application and explained they were outlined in greater detail in staff's report. Staff feels that the applicant has met all 13 criteria for the rezoning request. There will be a dedicated trailway through the subject property of Lot 2. Staff required the applicant to provide a trail easement that will be dedicated at time of final plat. She reviewed the access points for the residential lot to arterial roads and as the project goes forth and new development comes in, some access points may change. She noted all the right-of-way designations and roadway connections involved with the future of the project.

PUBLIC HEARING

Chairman Poss **OPENED** the Public Hearing and asked if anyone wished to speak on this item.

Mike Jadud, who resides at 26580 West 90th Street, asked what will happen with the right-of-way in Cedar Niles with the coming project. He was concerned about traffic flow when the property becomes a school. He also mentioned the widening of the road at the southwest corner of Cedar Niles Road related to the Stoneridge subdivision to the west that has made the intersection dangerous.

Chairman Poss entertained a motion to **CLOSE** the Public Hearing. Moved by Commissioner Burson, seconded by Commissioner Katterhenry, and carried by a unanimous voice vote.

PLANNING COMMISSION DISCUSSION

Chairman Poss referred to staff member Tim Collins to address the resident's questions.

Mr. Collins responded that no traffic studies have been conducted or site layouts provided from the school district to make any comments concerning the project. Further information will come with the submittal of the preliminary

and final plan that is projected within the next three to five years. He offered to meet with the gentleman at the conclusion of the meeting to discuss the issue concerning Cedar Niles Road.

Stephanie Kisler clarified that there will be proper public notification that will include a sign posted on the property, a legal notice in the newspaper and mailings to surrounding neighbors within 200 feet of the subject property at the time of any future rezoning request.

Chairman Poss said it was a pretty straight forward application and he did not have anything to add.

MOTION

Chairman Poss entertained a motion to recommend **APPROVAL** of rezoning the 2-acre proposed Lot 1 from AG to RP-1 for RZ23-06 – **Viscek Estates** at 25925 W. 83rd Street, for a single-family home.

Moved by Commissioner Harber, seconded by Commissioner Macke, and carried by a unanimous voice vote.

Chairman Poss entertained a motion to recommend **APPROVAL** of the preliminary plan/plat for PT23-05P – **Viscek Estates** at 25925 W. 83rd Street, for a single-family home and agricultural uses.

Moved by Commissioner Handley, seconded by Commissioner Burson, and carried by a unanimous voice vote.

DRAFT

RZ 23-06

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY LOCATED AT 25925 W. 83RD STREET IN LENEXA, KANSAS FROM THE AG, AGRICULTURAL ZONING DISTRICT TO THE RP-1, PLANNED RESIDENTIAL SINGLE-FAMILY (LOW-DENSITY) ZONING DISTRICT.

WHEREAS, on August 25, 2023, Matt Cox, agent for Charles Viscek and Mary Alice Viscek Irrevocable Trust, owner of record, filed a request to rezone property located at 25925 W. 83rd Street in Lenexa, Kansas (the "Property") from the AG, Agricultural Zoning District to the RP-1, Planned Residential Single-Family (Low-Density) Zoning District; and

WHEREAS, on October 2, 2023, 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, the Lenexa Planning Commission recommended approval of said rezoning, as reflected in the minute record for said meeting; and

WHEREAS, on October 17, 2023 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:

All that part of the Northwest Quarter of the Southwest Quarter and the West 1.00 acre of the Northeast Quarter of the Southwest Quarter of Section 29, Township 12 South, Range 23 East, in the City of Lenexa, Kansas, being more particularly described by Matthew R. Cox, PS-1637 on September 18, 2023 as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 29; thence North 88 degrees 02 minutes 08 seconds East, along the North line of the Southwest Quarter of said Section 29, a distance of 1110.18 feet to the point of beginning; thence continuing North 88 degrees 02 minutes 08 seconds East, along the North line of the Southwest Quarter of said Section 29, a distance of 252.70 feet; thence South 1 degree 44 minutes 04 seconds East, parallel with and 32.69 feet East of the West line of the Northeast Quarter of the Southwest Quarter of said Section 29, a distance of 456.00 feet; thence South 88 degrees 02 minutes 08 seconds West, a distance of 252.70 feet; thence North 1 degree 44 minutes 04 seconds West, a distance of 456.00 feet to the point of beginning, containing 2.65 acres, more or less.

now zoned AG, Agricultural Zoning District, is hereby rezoned to the RP-1, Planned Residential Single-Family (Low-Density) Zoning District as reflected in the minute record of the October 17, 2023 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 October 17, 2023.

SIGNED by the Mayor October 17, 2023.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Mike Nolan, Acting City Clerk

APPROVED AS TO FORM:

Steven Shrout, Assistant City Attorney II



**CITY COUNCIL
MEMORANDUM**

ITEM 13

SUBJECT: Resolution approving and authorizing the Mayor to execute an agreement with Spaces, Inc. for the furniture at the Lenexa Justice Center

CONTACT: Todd Pelham, Deputy City Manager

DATE: October 17, 2023

ACTION NEEDED:

Adopt a resolution approving and authorizing the Mayor to execute an agreement with Spaces, Inc. for the furniture at the Lenexa Justice Center.

PROJECT BACKGROUND/DESCRIPTION:

Workstations and furniture for private offices, conference rooms, and common areas have been selected for the Lenexa Justice Center. When determining the furniture needs of the facilities, staff worked closely with the Finkle+Williams interior design team, paying careful attention to how each space would be used and how the various users of the Justice Center would interact with the space. In addition to meeting the demands of the space and its users, staff wanted to ensure that the product chosen is a quality product that will meet the performance requirements of a public safety facility that is used round-the-clock. The project team toured several furniture showrooms in Lenexa and Kansas City, Missouri to see and experience different styles of office layouts, durability, and table/seating options.

Based on these tours and research, the project team developed specifications for the exact furniture that met the needs of the Lenexa Justice Center. Due to the specific needs of these types of public safety facilities and security concerns associated with installation, the project team felt very strongly that the furniture vendor should be an experienced vendor with installations in the metropolitan area and have an excellent reputation. Therefore, the City waived the sealed bid process and the project was bid by invitation. The four firms and their preferred furniture manufacturers in the table below were invited to submit bids for the items or suggest alternatives that met the specifications.

| Firm | Furniture Manufacturer |
|------------------------------|-------------------------------|
| encompas, Kansas City, MO | Haworth |
| Scott Rice, Lenexa, KS | Steelcase |
| John A. Marshall, Lenexa, KS | Herman Miller |
| Spaces, Inc., Lenexa, KS | Allsteel |

The bids were separated into three general areas: product costs, freight charges, and installation charges. Spaces, Inc. provided the lowest total cost that met the specifications as well as the aesthetic and performance requirements of the project team. The Spaces, Inc. bid was also within the furniture budget that was developed as a component of the total project cost for the Lenexa Justice Center.

The workstations and private office furniture are comprised of the Allsteel furniture line. Allsteel was highly recommended by Finkle+Williams and is an industry leader with excellent customer service, reputation, and warranty. The remaining furniture and many of the seating options in the common areas of the Justice Center, breakrooms, and Municipal Court will be provided from different open furniture lines with pricing negotiated by Spaces, Inc. All the invited vendors bid on the same specifications, quantities, and open product lines.

The proposed agreement uses the City's standard vendor purchase agreement and is available for review in the City Clerk's office during regular business hours.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

The contract amount is \$1,689,251.85. This project is included in the 2023-2027 Capital Improvement Program (Project No. 80020).

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Healthy People
Inviting Places

Guiding Principles

Superior Quality Services
Values-based Organizational Culture

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2023-_____

A RESOLUTION WAIVING THE SEALED BID PROCESS AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LENEXA (“CITY”) AND SPACES, INC. FOR PURCHASE AND INSTALLATION OF FURNITURE AT THE LENEXA JUSTICE CENTER AT THE INTERSECTION OF PRAIRIE STAR PARKWAY AND BRITTON STREET.

WHEREAS, the City of Lenexa, Kansas (“City”) has defined a need for the furniture at the Lenexa Justice Center at the southwest corner of Prairie Star Parkway and Britton Street (the “Project”); and

WHEREAS, pursuant to Charter Ordinance 52 and Section 1-9-B-2 of the Lenexa City Code, the City Council may waive the sealed bid process on public improvements when it is in the best interest of the public; and

WHEREAS, in order to ensure the furniture product chosen meets the specific needs and quality requirements of the Project, the City has determined that it is in the best interest of the City to waive the public bidding process for the Project allowing the City to select only vendors who can meet those needs; and

WHEREAS, the City solicited statements of qualifications from four qualified vendors, toured facilities, furniture showrooms and tested out multiple different styles of furniture for the Project; and

WHEREAS, after evaluating the proposals for cost, aesthetics and performance requirements, the City selected Spaces, Inc. (“Vendor”); and

WHEREAS, the City and Vendor have read, understand and agree to the terms and conditions of the furniture agreement.

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

SECTION ONE: The City of Lenexa, Kansas, a Kansas municipal corporation, does hereby waive the sealed bid process and authorizes staff to proceed with the Lenexa Justice Center Furniture Vendor Agreement.

SECTION TWO: The City of Lenexa, Kansas, a Kansas municipal corporation, does hereby authorize the Mayor to execute the Lenexa Justice Center Furniture Vendor Agreement with Spaces, Inc. in substantially the same form as attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION THREE: This resolution shall become effective upon passage.

ADOPTED by the Lenexa City Council this 17th day of October, 2023.

SIGNED by the Mayor this 17th day of October, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

By: _____
Michael A. Boehm, Mayor

Attest:

Mike Nolan, Acting City Clerk

Approved As To Form:

Sean McLaughlin, City Attorney



**CITY COUNCIL
MEMORANDUM**

ITEM 14

SUBJECT: Resolution approving and authorizing the Mayor to execute Amendment #1 to the Agreement with CBC Real Estate Group, LLC for Owner's Representative services for the Lenexa Justice Center

CONTACT: Todd Pelham, Deputy City Manager

DATE: October 17, 2023

ACTION NEEDED:

Adopt a resolution approving and authorizing the Mayor to execute Amendment #1 to the Agreement with CBC Real Estate Group, LLC ("CBC") for Owner's Representative services for the Lenexa Justice Center.

PROJECT BACKGROUND/DESCRIPTION:

In July 2021, the City Council approved a 32-month contract with CBC for Owner's Representative services in connection with the Lenexa Justice Center. The agreement outlined specific deliverables that CBC would perform over the projected project schedule. Those specific deliverables included:

- project management services
- project accounting services
- assistance with the selection of the Construction Manager
- monitoring of the project schedule, budget, and subcontracts, and
- monitoring of project contingencies for the Lenexa Justice Center

The City also negotiated a fixed fee of \$76,250 for additional services should the City need the Owner's Representative to assist the City in the procurement of fixtures, furnishings, and equipment (FFE) for the project.

This amendment adds four months of Owner's Representative services to the original agreement and includes the fee for additional services associated with the procurement of FFE for the project. This amendment allows CBC to complete their project management duties and assist the City after the substantial construction completion date of June 18, 2024. With Governing Body approval, CBC will complete their Owner's Representative services on July 15, 2024.

FINANCIAL IMPLICATIONS/FUNDING SOURCES:

Funding for this amendment has been included in the overall project budget and does not require additional funding.

| | |
|------------------------------------------------------|------------------|
| Total Original Cost for Owner's Representative Fee | \$507,800 |
| Amendment #1 - Four Additional Months Service | \$63,475 |
| Amendment #1 - FFE Procurement Services | \$76,250 |
| Total New Cost for Owner's Representative Fee | \$647,525 |

The total Project Cost for the Lenexa Justice Center is \$73 million and is included in the 2023-2027 Capital Improvement Program (Project No. 80020).

STAFF RECOMMENDATION:

Adoption of the resolution.

VISION / GUIDING PRINCIPLES ALIGNMENT:

Vision 2040

Healthy People
Inviting Places

Guiding Principles

Superior Quality Services
Values-based Organizational Culture

ATTACHMENTS

1. Amendment #1 to Agreement for Services
2. Resolution

AMENDMENT #1
to
AGREEMENT FOR SERVICES

THIS AMENDMENT #1 is made in Johnson County, Kansas) and entered into as of the ____ day of _____ 2023, by and between the City of Lenexa, Kansas, (hereinafter “City”) and CBC REAL ESTATE GROUP, LLC. a Missouri corporation (“Owner’s Representative”) and sets forth the terms and conditions whereby Owner’s Representative shall (a) provide same services more fully described in Exhibit B – Scope of Services of the previously executed Owner’s Representative Services Agreement (the “Prime Agreement”) for the extended Term and (b) City has engaged the Owner’s Representative to provide the additional services related to the management of the Fixtures, Furnishings and Equipment referenced in Exhibit C – of the Prime Agreement.

ARTICLE 1 – TERM OF AGREEMENT.

This Amendment began as of the Effective Date as identified in the Prime Agreement and contemplated a 32 month schedule to complete the Project. Due to project conditions, the overall schedule will increase by 4 months and accordingly, the Owner’s Representative schedule will increase to 36 months. Owner’s Representative will provide real estate services through July 15, 2024.

ARTICLE 2 – SCOPE OF SERVICES

This Amendment shall expand the scope of services identified in Exhibit B of the Prime Agreement to now include services related to the management of Fixtures, Furnishings & Equipment identified in Exhibit C of the Prime Agreement.

ARTICLE 3 – COMPENSATION.

Within the Prime Agreement, the City agreed to pay the Owner’s a total of Five Hundred and Seven Thousand and Eight Hundred Dollars (\$507,800.00).

This Amendment shall increase the Owner’s Representative compensation for (a) the extended four month term equal to Fifteen Thousand, Eight Hundred and Sixty Nine Dollars (\$15,869.00) per month totaling Sixty Three Thousand, Four Hundred and Seventy Five Dollars (\$63,475.00) and (b) additional scope of services for management of Fixtures, Furnishings and Equipment shall increase the Owner’s Representative fee by Seventy Six Thousand, Two Hundred and Fifty Dollars (\$76,250.00) as shown in Exhibit C of the Prime Agreement. Total adjusted Owner’s Representative compensation shall equal Six Hundred Forty Seven Thousand, Five Hundred and Twenty Five Dollars (\$647,525.00).

ARTICLE 4 – GENERAL

Unless modified by this Amendment, all other terms and conditions of the Prime Agreement remain in effect.

IN WITNESS WHEREOF, Consultant and Owner have executed this Amendment as of the Effective Date.

“OWNER’S REPRESENTATIVE”

“CITY”

CBC REAL ESTATE GROUP, LLC

CITY OF LENEXA, KANSAS

By: _____

By: _____

Printed Name: William F. Crandall

Printed Name: _____

Title: Principal

Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO AN CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF LENEXA (“CITY”) AND CBC REAL ESTATE GROUP, LLC (“CONSULTANT”) FOR OWNER’S REPRESENTATIVE SERVICES RELATING TO THE LENEXA JUSTICE CENTER.

WHEREAS, on July 20, 2021, City contracted with Consultant for Owner’s Representative services for the Lenexa Justice (the “Original Agreement”); and

WHEREAS, the City and Consultant now wish to amend the Original Agreement to increase the contract price and provide for additional services associated with the Lenexa Justice Center; and

WHEREAS, the City and Consultant hereto have read and understand the terms and conditions of the Amendment No. 1 to Consultant Services Agreement attached hereto as Exhibit “A” and made a part hereof by reference; and

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby authorize the Mayor to execute Amendment No. 1 to the Consultant Services Agreement in substantially the same form as attached hereto as Exhibit “A” and incorporated herein by reference.

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

ADOPTED by the City Council this 17th day of October, 2023.

SIGNED by the Mayor this 17th day of October, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

Michael A. Boehm, Mayor

ATTEST:

Mike Nolan, Acting City Clerk

APPROVED AS TO FORM:

Sean McLaughlin, City Attorney

APPENDIX



**MINUTES OF THE
OCTOBER 3, 2023
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 7:02 PM.

ROLL CALL

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

Staff present included Sean McLaughlin, City Attorney and Acting City Manager; Scott McCullough, Community Development Director; Jennifer Martin, City Clerk; and other City staff.

APPROVE MINUTES

Councilmember Roh made a motion to approve the September 19, 2023 City Council meeting draft minutes and Councilmember Sayers seconded the motion. Motion passed unanimously.

MODIFICATION OF AGENDA

There were no modifications to the agenda.

RECOGNITION

Lenexa Masonic Lodge #135 150th Anniversary

PROCLAMATIONS

Fire Prevention Month

National Arts and Humanities Month

CONSENT AGENDA

1. Ordinance adopting the annual appropriations for the fiscal year 2024 budget
As part of the annual budget process, state law requires the City to pass an ordinance authorizing and ratifying the payment of all claims and invoices received during fiscal year 2024 provided there are budgeted funds for the payments. The proposed ordinance also authorizes the Mayor to execute all ongoing licensing and maintenance agreements included in the annual budget that exceed \$75,000 without further approval.
2. Ordinance authorizing the issuance of industrial revenue bonds in the principal amount not to exceed \$20.2 million (Lenexa Logistics Centre South - Building 8)

The City Council previously passed a resolution stating the City's intent to issue approximately \$20.2 million in industrial revenue bonds to help finance the acquisition, construction, and equipping of a 195,409 square foot building in the Lenexa Logistics Centre South development located at the southwest corner of Britton Street & College Boulevard and approving a 10-year tax abatement for the project. The tax abatement will commence January 1, 2024.

3. Ordinance authorizing the issuance of industrial revenue bonds in the principal amount not to exceed \$34 million (Vantage Point Mixed-Use Project - Phase 1)
On August 16, 2022, the City Council approved a resolution of intent to issue approximately \$49.45 million in industrial revenue bonds (IRBs) to help finance the construction of a mixed-use project including a multi-family project and offices located in the northeast corner of 93rd Street & Renner Boulevard ("Project"). The proposed ordinance authorizes the issuance of \$34 million IRBs, which will be used to finance the first phase of the Project, which includes the construction of the multi-family project and associated infrastructure. The IRBs for the first phase are expected to close by the end of December 2023.

END OF CONSENT AGENDA

Councilmember Eiterich made a motion to approve items 1 through 3 on the consent agenda and Councilmember Arroyo seconded the motion. Motion passed unanimously.

NEW BUSINESS

There was no new business.

COUNCILMEMBER REPORTS

Councilmember Denny talked about his visit to Mill Creek Elementary this week for Fire Safety Month and the wonderful experience he had with the 3rd and 5th graders.

STAFF REPORTS

There were no staff reports.

END OF RECORDED SESSION

BUSINESS FROM FLOOR

There was no business from the floor.

ADJOURN

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

The meeting adjourned at 7:14 PM.

Proclamation

WHEREAS, domestic violence is a widespread, preventable, public health problem impacting all communities regardless of age, race, ability, identity, or socioeconomic status; and,

WHEREAS, Domestic Violence Awareness Month provides an opportunity for citizens to learn about warning signs, prevention and resources available for those experiencing domestic violence and to show support for the organizations and individuals who provide critical advocacy, services, and assistance to victims; and,

WHEREAS, on a typical day, there are more than 20,000 phone calls to domestic violence hotlines nationwide. In 2022, Safehome, a nonprofit organization located in Johnson County and the largest domestic violence agency in the state of Kansas, received and responded to 4,706 hotline calls, which was an increase of 68% from 2021; and,

WHEREAS, the need for safe housing continues to be rated as survivors' most urgent need, Safehome sheltered 254 adults and children in 2022 and also provided 2,664 clients with safety planning, counseling, case management, resources, and other services.

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

DOMESTIC VIOLENCE AWARENESS MONTH

and urge all residents to become involved in efforts to prevent and respond to domestic violence and recognize the impact it has in our community.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of October, 2023.

Proclamation

WHEREAS, Amplified Musculoskeletal Pain Syndrome (AMPS) or Complex Regional Pain Syndrome (CRPS), is a progressive condition affecting the nervous tissue, which is poorly understood, under-recognized, and often misdiagnosed; and

WHEREAS, this condition can strike anyone, most cases follow some form of traumatic event; some cases begin with something as simple as a fall on the playground or without a known event at all. The pain that results is far out of proportion of what would be expected; and

WHEREAS, the medical community considers this condition as the most painful, children with this condition often will also have pain caused by something that normally should not be painful. Symptoms may include pain in the limbs, whole body, abdomen, headaches, changes in skin temperature and color, and swelling of the affected extremity; and

WHEREAS, early diagnosis and treatment are key to better outcomes, most sufferers see multiple doctors and wait months to years for an accurate diagnosis. Often, the diagnosis comes too late and any hope for remission is lost. Even with remission, there is no cure; and

WHEREAS, sufferers cope with unbearable physical pain, intense emotional distress, and severe mental anguish with few options for ongoing support, treatment, financial aid, and pain relief.

NOW, THEREFORE, I, Michael A. Boehm, Mayor of the Lenexa, do hereby proclaim November 6, 2023 as,

COLOR THE WORLD ORANGE DAY

and further declare the month of November 2023 as

AMPS/CRPS AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of October, 2023.

| | | | |
|-----------------------------|----------------------------------------------------------------------------------------------------------|------------------------|---------------|
| Policy Number: | GB-Finance-2 | Effective Date: | 10/3/2023 |
| Approved By: | Governing Body | Sunset Date: | 11/30/2024 |
| Approval Date: | 10/3/2023 | Prepared By: | Finance Dept. |
| Repeals/Replaces: | Current Investment Policy (Resolution 2022-93) | | |
| Statutory Authority: | K.S.A. 9-1402, 9-1403, 10-131, 12-1675, 12-1677b | | |
| Cross References: | None | | |
| Policy Purpose: | To establish the objectives and practices for investment of the City's operating fund and bond proceeds. | | |

1. Introduction.

The Governing Body of the City of Lenexa ("the City") has authority to invest all funds of the City pursuant to K.S.A. 12-1675. The purpose of this policy is to identify the investment objectives of the City and to establish procedures to achieve those objectives. This policy applies to all City employees.

This policy applies to all funds eligible for investment by the City pursuant to K.S.A. 12-1675 or other applicable law. The City Defined Benefit Pension Fund is excluded from this policy and shall be subject to the Pension Fund investment policy adopted by the City Retirement Committee pursuant to Section 1-6-G-3 of the City Code.

The Governing Body delegates responsibility for the implementation of this policy to the Chief Financial Officer (CFO). The CFO shall establish written procedures and internal controls to implement this policy and regulate the activities of subordinate employees involved in the investment process. The CFO shall manage the City's investments in a manner consistent with federal, state, and local law. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the CFO.

The CFO shall possess the following minimum qualifications:

- Hold a bachelor's degree in business, finance, public administration, or a related field;
- Have achieved ten (10) years of experience in municipal finance administration, including the investment of idle funds;
- Have achieved five (5) years of supervisory experience.

City employees acting pursuant to this policy shall be subject to the "prudent investor rule," as set forth in the Uniform Prudent Investors Act, K.S.A. 58-24a01 *et seq.* and amendments thereto. Except as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* and amendments thereto, investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of

personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

2. Ethics, Integrity and City Values.

Section 1-6-H-1 *et seq.* of the City Code establishes a Code of Ethics for all City employees. This Code of Ethics is reinforced through the City's Personnel Policies/Procedures and the City's values. The City's values are:

- Make every decision with integrity
- Deliver results through teamwork
- Provide exceptional service
- Lead into the future with vision
- Be dedicated to excellence
- We Care

All City employees involved with investment activities shall act in an honest and professional manner in accordance with the City's values, Code of Ethics, and Personnel Policies/Procedures. Employees involved in the investment process shall refrain from personal business activity that could be perceived as a conflict with the proper execution and management of the investment process, or that could impair their ability to make impartial decisions. In addition, employees involved in the investment process shall disclose any material interests in financial institutions with which they conduct business and shall not undertake personal investment transactions with the same individual with whom business is conducted on behalf of the City.

3. Investment Objectives.

The objectives of this investment policy, in order of priority, are: safety of principal; maintenance of adequate liquidity; and maximizing rate of return (yield).

Safety of Principal: Safety of principal is the most important objective of this policy. The CFO shall invest funds covered by this policy in a manner that seeks to ensure preservation of principal while managing both credit risk and interest rate risk.

The City will minimize credit risk (the risk of loss due to the failure of the security issuer or backer) by:

- Following state statute, which limits investment options to high-quality securities; and
- Working with broker/dealers and advisors registered to do business in the State of Kansas; and
- Diversifying the investment portfolio to minimize potential losses on individual securities.

The City will minimize the risk that the market value of securities in the portfolio will decline due to the changes in general interest rates by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations and debt service payments, thereby minimizing the need to sell securities on the open market prior to maturity;
- Investing the majority of cash funds in securities with maturities of twenty-four (24) months or less and utilizing an eligible sweep investment program of the main operating bank; and
- Limiting investments to a maximum stated maturity of four years.

Adequate Liquidity: The CFO shall invest funds covered by this policy in a manner that seeks to maintain liquidity to meet all cash requirements that may be reasonably anticipated. The CFO will structure the investment portfolio so that securities mature concurrently with anticipated cash flow needs. Furthermore, since all possible cash flow needs cannot be anticipated, the investment portfolio will contain securities with active secondary resale markets. A portion of the portfolio may be placed in investments which offer one-day liquidity for short-term funds, such as repurchase agreements and eligible sweep investment arrangements.

Rate of Return (Yield): The CFO shall structure the investment portfolio with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account investment risk constraints and liquidity needs. Return on investment is a lower priority than the safety and liquidity objectives.

4. Competitive Placement of Funds.

To the extent required by applicable law, all investments made pursuant to this policy should be bid to ensure competitive pricing. In accordance with K.S.A. 12-1675, funds will first be offered to banks and other eligible financial institutions located within the City. Annually, the City will send letters to banks and other eligible financial institutions located within the City to determine if any of these entities wish to bid on the City's investments during the upcoming 12 months. Those institutions which respond as willing to bid on the City's investments will be added to the City's authorized list of financial institutions (for certificates of deposit, the financial institutions must comply with the collateral and safekeeping requirements). For certificate of deposit transactions, the City will solicit bids from the authorized list of financial institutions. For other competitive investment transactions, the City will generally solicit bids from multiple security broker/dealers.

There are exceptions to the competitive bid policy. An example of an exception is when the City purchases new issue government agency securities where the price is the same through all brokers and the issuing agency pays the selling commission directly to the broker. In that case the City will rotate through the list of brokers when purchasing such securities. In addition, eligible sweep repurchase agreements with the main operating bank are not considered competitive biddable securities.

5. Authorized Security Broker/Dealers.

The CFO shall maintain a list of security broker/dealers authorized to provide investment services. All broker/dealers who desire to become qualified for investment transactions (excluding bank certificates of deposit) shall register with the Kansas Securities Commissioner or the Federal Reserve Bank (if FINRA registration is not required by the entity's regulatory structure). Annually, the CFO will verify all broker/dealers for City investment transactions are registered with the Kansas Securities Commissioner or the Federal Reserve Bank.

Concurrent with the first instance of trading with a broker/dealer and then not less than annually, the CFO will convey a copy of this investment policy to each broker/dealer with which it does business. Any additional documentation required by a broker/dealer must be approved by the City before the City enters into an investment transaction with the broker/dealer.

6. Safekeeping and Custody of Investments.

The CFO is responsible for establishing and maintaining an internal control structure designed to ensure the investments of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls should address the following points:

- Control of collusion;
- Separation of transaction authority from accounting and record keeping;
- Custodial safekeeping;
- Avoidance of physical delivery securities other than certificates of deposit;
- Clear delegation of authority to subordinate staff members;
- Written confirmation of transactions for investments and wire transfers; and
- Development of a wire transfer agreement with the main operating bank and third-party custodian.

Delivery vs. Payment: All trades will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution simultaneously with the release of funds. Securities will be held by a third-party custodian (as evidenced by safekeeping receipts) in the City's name.

Safekeeping of Securities: To protect against potential fraud or embezzlement, the investments of the City shall be secured through third-party custody and safekeeping procedures. Ownership shall be protected through third-party custodial safekeeping. The City shall contract with a single financial institution for custodial and safekeeping services for the City's investment portfolio.

All securities owned by the City shall be held by a single safekeeping agent in the name of the City of Lenexa, Kansas. The exception to this may be when participating in tri-party repurchase agreements by which the broker and the City jointly select a safekeeping agent.

Security for deposits with financial institutions will be held in a third-party entity and registered jointly to the City and to the depository financial institution as required by Kansas law. Securities purchased on or after the effective date of this policy are to be held in the City's tri-party sub-custodial safekeeping account by the City's primary safekeeping agent.

Securities which serve as security for repurchase agreements must be delivered to a third-party custodian with whom the City has established a third-party safekeeping agreement.

The authorization to release City securities and transfer City funds will be accomplished by authorized City staff.

The investment process shall be subject to an annual independent review by an external auditor to assure adequate internal controls (including the verification of securities and collateral).

7. Collateral Requirements.

As detailed in K.S.A. 9-1402, a bank, trust company, savings and loan association, or savings bank must collateralize City deposits (the amount of money on deposit with an institution at any given time) to qualify as a depository. Allowable collateral includes:

- Securities: The financial institution may pledge or assign for the City's benefit sufficient securities, the market value of which is at least 105% of the total deposits. Peak period collateral agreements permitted under K.S.A. 9-1403 and securities that cannot be priced using the Bloomberg Professional Service will not be accepted by the City. The allowable securities acceptable to the City are limited to: direct obligations of, or obligations insured by, the U.S. Government or any agency thereof, and obligations and securities of U. S. government-sponsored corporations, which, under federal law, may be accepted as security for public funds.
- Corporate Surety Bond: The financial institution may provide a corporate surety bond of a surety corporation authorized to do business in Kansas in an amount equal to the amount on deposit including interest accrued.
- Federal Home Loan Bank Letters of Credit: The financial institution may provide a letter of credit from any Federal Home Loan Bank in an amount equal to the funds on deposit including interest accrued.

- Personal Bond: The financial institution may provide a personal bond in double the amount of the funds on deposit including interest accrued.

The depository institution shall provide reports on a monthly basis (or more often if requested by the CFO) to allow for the verification of collateral eligibility and amounts.

8. Investment Parameters.

The investments authorized for cash funds under this policy shall be in conformance with K.S.A. 10-131, K.S.A. 12-1675, K.S.A. 12-1677b, and any other applicable statutes and amendments thereto. The investments authorized for the proceeds of bonds or temporary notes under this policy shall be in conformance with K.S.A. 10-131 and amendments thereto.

The CFO shall diversify the investment portfolio by:

- Avoiding over-concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities);
- Limiting investment in securities that have higher credit risks;
- Investing in securities with varying maturities; and
- Continuously investing a portion of the portfolio in readily available funds such as the Kansas Municipal Investment Pool or eligible overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

In addition, no single financial institution should hold demand or time deposits which will constitute more than 10% of the City's total portfolio value and no more than 33% of the total portfolio value in any investment type of the City should be placed with a single issuer other than the United States Treasury.

The following maximum limits, by instrument, are established for the City's total investment portfolio:

| Investment Type | Maximum Percentage of Portfolio |
|---------------------------------------|----------------------------------------|
| Repurchase Agreements | 30% |
| Collateralized Time & Demand Deposits | 100% |
| U.S. Treasury Notes & Bills | 100% |
| U.S. Government Agency Securities* | 90% |
| Kansas Municipal Investment Pool | 30% |
| Bank Trust Department Municipal Pools | 10% |
| Kansas General Obligation Bonds | 10% |
| Temporary Notes or No-Fund Warrants | 10% |

*The City does not invest in subordinated agency securities (which rank below other securities with regard to claims on assets).

The limit on repurchase agreements and Kansas MIP deposits may exceed 60%, but not more than 75%, of the portfolio for a maximum of forty-five (45) days during each of the January and June property tax distributions, and prior to debt service payments on March 1st and September 1st.

Investment Portfolios: The City's funds shall be separated into two portfolios for efficient investment management. The short-term operating portfolio is defined as maturities less than 1 year. The long-term operating portfolio has maturities 1 year or greater and would be considered "core" investments that the City would own for a longer period of time. Funds will be allocated to the portfolios based on the projected cash flow needs of the City.

Maturity Schedule/Sale of Securities: In general, the City's philosophy is to ladder the portfolios with investments maturing each month in order to meet cash flow requirements. The maturities will usually occur each month over a period ranging from the current date up to forty-eight (48) months from the current date. Bond and temporary note proceeds will be invested to match anticipated capital project expenditures and will generally mature within eighteen (18) months.

The sale of securities before maturity may occur for the following reasons:

- A security with declining credit may be sold early to minimize loss of principal;
- A security swap would improve the quality, yield, or target maturity of the portfolio; or
- Liquidity needs require that the security be sold. In this situation, the City will generally look first to sell securities maturing within the next month in order to minimize realized losses from the sale of securities.

Approval of the CFO is required before a security is sold prior to maturity.

9. Reporting.

The CFO shall prepare a quarterly investment report for review by the City Manager and Governing Body. The quarterly investment report shall include the following information:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from market value changes for securities held in the ~~long-term~~ operating portfolio ~~that are not intended to be held until maturity.~~
- Average ~~weighted yield to maturity~~ current yield of portfolios as compared to applicable benchmarks.
- Percentage of total portfolio which each type of investment represents.
- Percentage of total portfolio which each banking institution holds.

The CFO may also include other relevant information in the quarterly investment report.

Portfolio Performance Benchmarks: The operating investment portfolios should equal or exceed a market average rate of return during periods of stable interest rates. The City's performance benchmarks are:

- Short-term portfolio: equal or exceed the average 91-day U.S. Treasury Bill yield.
- Long-term portfolio: equal or exceed the average 1-year U.S. Treasury Note yield.

Marking to Market: The market value of the investment portfolios shall be calculated at least monthly and formal statements of market value shall be issued at least monthly by the safekeeping agent. The formal statement will include the market value, book value, and unrealized gains or losses for the securities in the portfolios. Also, the statement will include monthly transaction information.

The City will record mark to market information in the financial statements at the end of each fiscal year.

10. Other Provisions.

The City has elected to use expanded investment powers granted by the Pooled Money Investment Board (PMIB). The PMIB grants the use of investment powers annually to the City by reviewing the City's investment policy (including any amendments to the investment policy) and other investment information. In addition, the Governing Body is required to review and approve the investment policy annually in order to use expanded investment powers.

11. Definitions.

The following is a glossary of key investing terms which appear in the investment policy.

AGENCY SECURITIES: A debt security issued by a United States sponsored enterprise or government agency. The City will only invest in obligations and securities of United States sponsored enterprises or agencies that under federal law may be accepted as security for public funds. The City will not invest in mortgage-backed securities of such enterprises, which include the Government National Mortgage Association.

BOND PROCEEDS: The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These monies are used to finance a capital project.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides. In the money market, brokers are active in markets in which banks and others buy and sell securities.

CERTIFICATE OF DEPOSIT: A time deposit in a bank with a specific maturity evidenced by a certificate. Generally CD's are not marketable.

COLLATERALIZATION: A process by which a borrower pledges securities, deposits, letters of credit, or surety bonds for the purpose of securing the repayment of a loan and/or security. Securities of United States sponsored enterprises or government agencies may be pledged as collateral as allowed by federal law.

COLLUSION: A secret agreement between two or more persons for a fraudulent purpose.

COMMERCIAL BANK: A bank, the principal functions of which are to receive demand deposits and to make loans.

CORPORATE SURETY BOND: A contractual arrangement between the surety, the depositor and depository institution, whereby the surety agrees to protect the depositor if the depository institution defaults in performing the depository institution's contractual obligations. The bond is the instrument which binds the surety.

CREDIT RISK: The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CUSTODIAL AGENT: An entity that holds collateral for deposits with financial institutions, investment securities, or securities underlying repurchase agreements.

DEMAND DEPOSIT: A bank deposit that can be withdrawn by the depositor and without advance notice.

DEPOSITORY FINANCIAL INSTITUTION (Depository): The place where a deposit is placed and kept.

DEPOSITORY SECURITY: Collateral pledged by a financial institution to guarantee deposits on hand that exceeds depository insurance.

DIVERSIFICATION: A process of investing assets among a range of security types by sector, maturity and quality rating.

DELIVERY VERSUS PAYMENT (DVP): A type of securities transaction in which the purchaser pays for the securities when they are delivered to either the purchaser or his/her custodian. Payment is made simultaneously with the delivery of securities so the purchaser is never without either cash or securities.

FANNIE MAE: Fannie Mae (the Federal National Mortgage Association (FNMA)) is a private stockholder-owned corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. The corporation's purchases include

a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. Fannie Mae's securities are also highly liquid and are widely accepted. Fannie Mae assumes and guarantees that all security holders will receive timely payment of principal and interest. This is an example of an agency security.

FEDERAL AGRICULTURAL MORTGAGE CORPORATION (FARMER MAC): A government sponsored enterprise which purchases newly originated and seasoned agricultural loans from lenders, issues long-term standby commitments to purchase agricultural mortgage loans, exchanges loans for mortgage-backed securities through a swap program, and purchases and guarantees mortgage bonds backed by eligible agricultural mortgage loans. This is an example of an agency security.

FEDERAL FARM CREDIT BANKS FUNDING CORPORATION (FFC): A government sponsored enterprise responsible for issuing and marketing debt securities to finance the loans, leases, and operations of the Farm Credit System. This is an example of an agency security.

FEDERAL HOME LOAN BANK (FHLB): Government-sponsored wholesale banks, which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to liquify the housing-related assets of its members who must purchase stock in their district Bank. This is an example of an agency security.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC): A federal agency which purchases first mortgages from members of the Federal Reserve System and the Federal Home Loan Bank System. Commonly called "Freddie Mac." This is an example of an agency security.

GENERAL OBLIGATION (G.O.) BONDS OR NOTES: Bonds or notes secured by the "full faith and credit" of the issuing government and backed by revenues from its taxing power.

IDLE FUNDS: Money which is not immediately required for the purposes for which it was collected or received and may be invested.

INTEREST RATE: The annual rate of interest received by an investor from the issuer of fixed-income securities. The percentage of an amount of money which is paid for its use for a specified time.

INTEREST RATE RISK: The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

INVESTMENT: Commitment of money to gain profit or interest, such as by purchasing securities.

KANSAS MUNICIPAL INVESTMENT POOL (MIP): The State of Kansas offers a Local Government Investment Pool (LGIP) entitled "State of Kansas Municipal Investment Pool," which is governed by the State of Kansas Pooled Money Investment Board (PMIB). It is a pooled investment vehicle (available to public entities in the state of Kansas) investing in US Treasury and Agency securities, certificates of deposit in Kansas banks, commercial paper, and corporate bonds. Investments range from overnight to two years at the option of the investor.

LIQUIDITY: Refers to the ability of an instrument to be converted into cash rapidly without substantial loss of value.

MARKET VALUE: The price at which a security is traded and could be purchased or sold on a given day.

MARKING TO MARKET: The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

MATURITY: The length of time an investment is offered.

MATURITY DATE: The date on which payment of a financial obligation is due. The final stated maturity date is the date on which the issuer must retire an investment instrument and pay the face value to the investor.

MONEY MARKET FUND: Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repurchase agreements, agency securities, and federal funds).

MUNICIPAL NOTE: Short-term notes issued by municipalities in anticipation of tax receipts, proceeds from a bond issue, or other revenues.

PAR VALUE: The amount of principal which must be paid at maturity, also referred to as the face amount of a bond.

PORTFOLIO: Collection of securities held by an investor.

PRINCIPAL: The face amount or par value of a debt security.

REALIZED GAIN OR LOSS: The amount of realized gain from the sale or other disposition of property is the excess of the amount realized over the adjusted basis of the property. The amount of realized loss is the excess of the property's adjusted basis over the amount realized.

REPURCHASE AGREEMENT (Repo): An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price at a specified later date.

SAFEKEEPING: The holding of securities by a financial institution on behalf of the securities owners.

SECURITY: Documents that can be traded for value; an instrument of ownership or debt used to finance government and corporate entities.

SECURITIES SWAP: Trading one asset for another.

TIME DEPOSIT: Another term for a savings account or certificate of deposit in a commercial bank.

TRUST DEPARTMENT: A department of a bank, which is authorized to serve in a fiduciary capacity.

UNITED STATES GOVERNMENT SECURITIES (Treasuries): Bonds, notes, treasury bills or other securities constituting direct obligations of the United States of America, or obligations that principal of and interest on which are fully and unconditionally guaranteed as to the full and timely payment by, the United States of America.

UNREALIZED GAIN OR LOSS: A profit or loss that has not yet materialized. An example of an unrealized gain would be an appreciated stock in which the price has increased but, if the stock is not sold, the profit is considered an unrealized gain.

YIELD: The current rate of return on an investment security generally expressed as a percentage of the security's current price.

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO CENTURYLINK COMMUNICATIONS, LLC("GRANTEE"), A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF LENEXA, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

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

SECTION 1. DEFINITIONS.

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

- a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.
- b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. "Access line fee" - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(c)(3), and amendments thereto, to be used by Grantee in calculating the amount of Access line remittance.
- d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access line fee, as determined in the City, by the number of Access lines served by Grantee within the City for each month in that calendar quarter.
- e. "City" - means the City of Lenexa, Kansas.

- f. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide Telecommunications services, within the City.
- g. "Facilities" - means telephone and telecommunications lines, conduits, manholes, hand holes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide Telecommunications services.
- h. "Grantee" - means CENTURYLINK COMMUNICATIONS, LLC, a Telecommunications local exchange service provider providing, or intending to provide local exchange service and/or operating Facilities within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- i. "Gross Receipts" - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; and (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term

does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

- l. "Telecommunications local exchange service provider" – means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, and a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1,187 and amendments thereto, which does, or in good faith intends to, provide local exchange service.
- m. "Telecommunications services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

- a. There is hereby granted to Grantee this nonexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of supplying Telecommunications services or operating Facilities, including Telecommunications services and other communication-related services, to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.
- b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this Contract franchise. This Contract franchise does not:
 - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
 - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other

authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public right-of-way or other public property).

- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
- e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

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

- a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public right-of-way, provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to, the City's Right-of-Way Management provisions, Article 4-6-I of the Lenexa City Code, and amendments thereto.
- c. Grantee shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

- a. In consideration of this Contract franchise, Grantee agrees to remit to the City a franchise fee of 5% of Gross Receipts. To determine the franchise fee, Grantee shall calculate the Gross Receipts and multiply such receipts by 5%. Thereafter,

subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to 5% of Gross Receipts, unless the City notifies Grantee in writing prior to ninety days (90) before the end of the calendar year that it intends to switch to an Access line fee in the following calendar year. As provided in subsection (b) hereof, such Access line fee shall not exceed \$2.00 per Access line per month. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back, provided the City notifies Grantee in writing prior to ninety days (90) before the end of the calendar year. City acknowledges Grantee's right to add to its end user customers' bill a surcharge equal to the pro rata share of any such gross receipts or access line fee as set forth in K.S.A. 12-2001(r).

- b. Beginning January 1, 2004, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access line fee or Gross Receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.
- c. Grantee shall pay on a quarterly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the quarter for which the payment applies franchise fees due and payable to the City. Payment shall be made to the City under procedures, which are mutually agreed to by the Grantee. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.
- e. The City or its designees shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- f. Unless previously paid, within sixty (60) days of the effective date of this Contract franchise, Grantee shall pay to the City a one-time application fee of One Thousand Dollars (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract franchise.
- g. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that

are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.

- h. Grantee shall remit an Access line (franchise) fee or Gross Receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter into a contract franchise ordinance. Such Access line (franchise) fee or gross receipts (franchise) fee shall be in the same amount or percentage as the franchise fee set forth in subsection 4(a) herein.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

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

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

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

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

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND

- a. During the term of this Contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are authorized to do business in the state of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:
 - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
 - (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract franchise. Grantee may utilize umbrella liability policy to meet the limits required in 6 (a) (2).
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.
- c. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, reasonably satisfactory in form and content to the City, evidencing that the above insurance is in force. Grantee shall provide at least 30 days advanced written notice to the City on any required coverage that is materially changed or cancelled or non-renewed and not replaced. Based upon a material change or cancellation or non-renewal of the required insurance coverage, or litigation, Grantee shall make available to the City on request the policy declarations page and a redacted copy of the policy including any endorsements in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.

- d. Grantee, or its affiliate, shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a blanket performance bond in the amount of \$50,000, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and reasonably satisfactory to the City Attorney in form and substance. For the avoidance of any doubt, a separate performance bond for Grantee and any of its affiliates is not required. One performance bond that covers Grantee and any of its affiliates is sufficient.

e.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this Contract franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract franchise. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract franchise by an affirmative vote of the majority of the City Council present at the meeting and voting, setting out the grounds upon which this Contract franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter. Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law.

Upon any determination by the City Council to revoke and terminate this Contract franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Contract franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

SECTION 8. RESERVATION OF RIGHTS.

- a. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- b. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas or applicable federal laws or regulations as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In entering into this Contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances (e.g. the City's right-of-way ordinance referenced in Section 3b of this Contract franchise), and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

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

SECTION 10. TERM AND TERMINATION DATE.

- a. This Contract franchise shall be effective for a term beginning November 1, 2023, and ending on October 31, 2025. Thereafter, this Contract franchise will automatically renew for up to four (4) additional two (2) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.

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

SECTION 11. POINT OF CONTACT AND NOTICES

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, or by depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given under this provision shall also be provided to the email address listed below.

The City:

City Clerk
The City of Lenexa, Kansas
17101 W. 87th St. Pkwy.
Lenexa, KS 66219

Grantee:

Manager DF/ROW
CenturyLink Communications, LLC
1025 Eldorado Blvd
Broomfield, CO 80021

Email: cityclerk@lenexa.com

Email: CMA@Lumen.com

With a copy to:

City Attorney
The City of Lenexa, Kansas
17101 W. 87th Street Parkway
Lenexa, Kansas 66219

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

SECTION 12. TRANSFER AND ASSIGNMENT.

This Contract franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to any entity controlling, controlled by or under common control with Grantee. The parties acknowledge that said City consent shall only be with regard to the transfer or assignment of this Contract franchise, and that, in accordance with Kansas Statute, the City does not have the authority to require City approval of transfers of ownership or control of the business or assets of Grantee. In the event of any transfer or assignment of either this Contract franchise or Grantee's business or assets, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract franchise with regard to indemnity, bonding and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment. In the event an entity acquires substantially all of the assets of Grantee, said successor entity shall be allowed to operate under this Contract franchise for up to one hundred and eighty (180) days from the date of transfer; provided, within thirty (30) days from the date of transfer said successor entity makes application with the City for either a new ordinance or the transfer of this Contract franchise, and provides the City with written evidence satisfying the obligations under this Contract franchise with regard to indemnity, bonding and insurance.

SECTION 13. CONFIDENTIALITY.

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

confidentiality of information provided by Grantee to the City under this Contract franchise.

SECTION 14. ACCEPTANCE OF TERMS

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

SECTION 15. PAYMENT OF PUBLICATION COSTS.

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

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this Contract franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract franchise is invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract franchise, provided, however, if Grantee is required by law to enter into a Contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract franchise, and this Contract franchise shall remain in effect according to its terms pending completion of any renegotiation provided by this section.

SECTION 17. FORCE MAJEURE.

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

SECTION 18. EFFECTIVE DATE

This Ordinance shall take effect on October 25, 2023, unless within sixty-one days after final publication a sufficient petition for a referendum is filed asking that the new fee established herein be submitted to popular vote, as provided in K.S.A. 12-2001(m), in which case the Ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED by the City Council of the City of Lenexa, Kansas on October 17, 2023.

SIGNED by the Mayor on October 17, 2023.

CITY OF LENEXA, KANSAS

Michael A. Boehm, Mayor

ATTEST:

Mike Nolan, Acting City Clerk

APPROVED AS TO FORM:

Steven Shrout, Assistant City Attorney