



## Agenda

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

**AUGUST 4, 2020  
7:00 PM  
COMMUNITY FORUM**

### **CALL TO ORDER**

Pledge of Allegiance

### **ROLL CALL**

### **APPROVE MINUTES**

July 21, 2020 City Council meeting draft minutes (located in the Appendix)

### **MODIFICATION OF AGENDA**

### **APPOINTMENTS**

Corey Hunt, Council President - July 1, 2020 through December 31, 2020

### **PROCLAMATIONS**

Water Quality Month

### **PRESENTATIONS**

Lenexa Arts Council Annual Report and Strategic Plan (located in the Appendix)

### **CONSENT AGENDA**

#### **Item Numbers 1 through 5**

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. Approval of new cereal malt beverage licenses

- a. New cereal malt beverage license for Bulk It, LLC, located at 13444 Santa Fe Trail Drive

*Bulk It, LLC, located at 13444 Santa Fe Trail Drive, is requesting approval of a new cereal malt beverage license.*

- b. New cereal malt beverage license for MAVS, LLC dba MAVS Volleyball, located at 16501 W. 116th Street

*MAVS, LLC dba MAVS Volleyball, located at 16501 W. 116th Street, is requesting approval of a new cereal malt beverage license.*

2. Approval of Change Order #3 to the contract with HNTB for on-call street lighting design

*HNTB has completed, or is in the process of completing, the designs for a number of on-call street lighting projects. Additional projects have been identified and staff would like to extend the on-call street lighting design contract to begin the design for some upcoming projects. The cost of Change Order #3 is \$100,000.*

3. Acceptance of the Public Safety Master Plan

*The Public Safety Master Plan study is complete. Staff presented the final report and recommendations to the Governing Body at the City Council meeting on July 21, 2020. The Governing Body directed staff to present the plan for final acceptance at the August 4, 2020 City Council Meeting.*

4. Resolution authorizing the Mayor to execute a Public Improvement Maintenance Agreement with the De Soto Public Schools Unified School District for public improvements associated with the construction of the Career & Technical and Early Childhood Center at the northeast corner of Mize Road and 83rd Street

*As part of the De Soto Unified School District's (DSD) construction of the Career & Technical and Early Childhood Center at the northeast corner of Mize Road and 83rd Street, the DSD will be constructing public improvements along Mize Road. The Public Improvement Maintenance*

*Agreement will cover any repairs or maintenance of defective work associated with the public improvements for a period of two years following acceptance by the City.*

5. Resolution calling for a public hearing to consider approving Redevelopment Project Plan 6 in the Ridgeview Mining TIF District (Ten Ridge Project)

*After the Planning Commission finds a tax increment financing (TIF) project plan consistent with the City's Comprehensive Plan, the City Council must pass a resolution calling for a public hearing. This action sets a public hearing for September 15, 2020, when the Governing Body will consider adoption of TIF Project Plan 6 covering approximately 15 acres located at the northeast corner of K-10 Highway and Ridgeview Road. This mixed-use project would construct retail, dining, and hotel, as well as associated improvements.*

## **END OF CONSENT AGENDA**

## **PUBLIC HEARINGS**

6. Consideration of issuing industrial revenue bonds and a tax abatement for the Sims Global Solutions Project located west of Renner Boulevard at 116th Street
  - a. Public hearing to consider an exemption from ad valorem taxes for property financed with industrial revenue bonds
  - b. Resolution determining the intent of the City to issue up to \$14 million in industrial revenue bonds and approving a 10-year tax abatement with payment in lieu of taxes agreement.

*The City received an application from Kansas Land Group, LLC requesting the City issue industrial revenue bonds in an amount not to exceed \$14 million to finance the acquisition, construction, and equipping of a multi-phase, approximately 100,000 square foot office/warehouse project in multiple buildings located in the Renner Business Center, west of Renner Boulevard at 116th Street. The applicant has also requested a 10-year, 55% tax abatement for the project. Pursuant to state law, the City must hold a public hearing to consider the cost benefit analysis and*

*the granting of a tax abatement for the project.*

## **NEW BUSINESS**

7. Resolution approving the fiscal year 2021 budget

*Staff is submitting the fiscal year 2021 recommended budget for adoption. The recommended budget totals \$174.1 million - \$122 million for expenditures and \$52.1 million for estimated reserve balances as of December 31, 2021. The recommended budget includes 549 full-time equivalent positions and an estimated property tax rate of 29.319 mills.*

## **BUSINESS FROM FLOOR**

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

## **COUNCILMEMBER REPORTS**

## **STAFF REPORTS**

8. Discussion of Joint Statement on Equity and Diversity

## **ADJOURN**

## **APPENDIX**

9. July 21, 2020 City Council meeting draft minutes
10. Water Quality Month Proclamation
11. Lenexa Arts Council Annual Report
12. Lenexa Arts Council Strategic Plan



13. Item 4 -- Public Improvement Maintenance Agreement
14. Item 5 -- Project Plan 6
15. Item 6 -- PILOT Agreement - Sims Global Solutions Project

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

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



**CITY COUNCIL  
MEMORANDUM**

**ITEM 1a**

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**SUBJECT:** New cereal malt beverage license for Bulk It, LLC, located at 13444 Santa Fe Trail Drive

**CONTACT:** Scott McCullough, Community Development Director

**DATE:** August 4, 2020

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**ACTION NEEDED:**

Approve a request for a new cereal malt beverage (CMB) license for Bulk It, LLC, located at 13444 Santa Fe Trail Drive.

**PROJECT BACKGROUND/DESCRIPTION:**

Bulk It, LLC, located at 13444 Santa Fe Trail Drive, is requesting a new CMB license.

**STAFF RECOMMENDATION:**

Approval of the license.

**ATTACHMENTS**

None



**CITY COUNCIL  
MEMORANDUM**

**ITEM 1b**

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**SUBJECT:** New cereal malt beverage license for MAVS, LLC dba MAVS Volleyball, located at 16501 W. 116th Street

**CONTACT:** Scott McCullough, Community Development Director

**DATE:** August 4, 2020

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**ACTION NEEDED:**

Approve a request for a new cereal malt beverage (CMB) license for MAVS, LLC dba MAVS Volleyball, located at 16501 W. 116th Street.

**PROJECT BACKGROUND/DESCRIPTION:**

MAVS, LLC dba MAVS Volleyball, located at 16501 W. 116th Street, is requesting a new CMB license.

**STAFF RECOMMENDATION:**

Approval of the license.

**ATTACHMENTS**

None



**CITY COUNCIL  
MEMORANDUM**

**ITEM 2**

**SUBJECT:** Approval of Change Order #3 to the contract with HNTB for on-call street lighting design

**CONTACT:** Tim Green, Deputy Community Development Director

**DATE:** August 4, 2020

**ACTION NEEDED:**

Approve Change Order #3 to the contract with HNTB for on-call street lighting design.

**PROJECT BACKGROUND/DESCRIPTION:**

A contract with HNTB was approved on February 6, 2018 to perform street lighting design services for various projects on an on-call basis. Since 2018, the contract has been extended on two occasions and resulting in successful completion of the design of 17 separate street lighting projects over the last two years, which have totaled just under \$3 million in construction costs. All of these bids that the City received were quite competitive and very reasonable. Under the current contract, HNTB has begun the design for the upcoming Community Development Block Grant (CDBG) project that is due in the near future.

Because of HNTB's expertise and efficient use of contract schedule and budget, they are able to streamline their design process for these street lighting projects, which has enabled the City to preserve budget and be able to add more projects to the contract. For these reasons, staff would like to extend the current contract with HNTB in the amount of \$100,000 to include, but not be limited to, the following projects:

- 95th Street - Santa Fe Trail Drive to Lackman Road
- Lichtenauer Drive - W. 90th Terrace to Loiret Boulevard
- Coachlight Meadows subdivision on the north side of College Boulevard, west of Pflumm Road
- 99th Street - Lackman Road to Santa Fe Trail Drive
- Pflumm Road - 95th Street to I-35 overpass, including Widmer Road, Summit Street, 95th Terrace, and the residential area between Pflumm Road and Santa Fe Trail Drive

The change order would also extend the contract to December 31, 2021.

Pursuant to City policy, on contracts of less than \$1 million, the City Council must approve change orders over \$50,000.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

This contract is part of the Street Lighting Replacement Project and is budgeted in the 2020-2024 Capital Improvement Program (Project Number 60042). The Project is funded entirely from the Capital

Improvement Fund.

Original on-call contract:	\$200,000
Change Orders #1 & #2:	\$300,000
Current Contract Amount:	\$500,000
Proposed Change Order #3:	\$100,000
New Contract Amount:	\$600,000

**STAFF RECOMMENDATION:**

Approval of the change order.

**ATTACHMENTS**

- 1. Map
- 2. Change Order









**DESIGN  
CHANGE ORDER FORM**

PO: 1800065

17101 W. 87<sup>TH</sup> STREET PARKWAY · LENEXA, KANSAS 66219 · PH. (913) 477-7500 FAX (913) 477-7730 · WWW.LENEXA.COM

Date: 7/24/2020

Change Order Request # 3

Project Manager: Paula Parke, P.E. PTOE

Project Number: 60042.2520.3514

Project Name and Location: On Call Street Lighting Design

Consultant Name: HNTB

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

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

**Urgency of Change Order:**

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

**Contract Summary:**

The original Contract Sum was:	\$200,000.00
Net change by previously authorized Change Orders:	\$300,000.00
The Contract Sum prior to this Change Order was:	\$500,000.00
The Contract Sum will be modified by this Change Order in the amount of:	\$100,000.00
The new Contract Sum will be:	\$600,000.00
% <u>Increase</u> (decrease) from current contract amount:	20%
The Contract Time will be <u>increased</u> (decreased) by:	Extend days to: 12/31/2021

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

**Additional Required Approval:**

Governing Body Approval Required: ☒ YES ☐ NO

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

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

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

Administrative Team Member Approval Required: ≤ \$20,000 ☐ YES ☒ NO

City Manager Approval Required: None of the above criteria apply ☐ YES ☒ NO

*\*The change order dollar thresholds listed above are non-cumulative*

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

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

**ITEM NO. 1 Additional Services****\$100,000.00**

Due to HNTB's expertise and their efficient use of contract schedule and budget, staff would like to extend the current contract with HNTB in the amount of \$100,000 to include, but not be limited to, the following projects.

95th Street – Santa Fe to Lackman  
Lichtenauer Drive – W. 90th Ter. To Loiret  
Coachlight Meadows Subdivision on the north side of College Boulevard west of Pflumm  
99th Street – Lackman to Santa Fe  
Pflumm – 95th to I-435 Overpass including Widmer, Summit, 95th Terrace and the residential area between Pflumm and Santa Fe

**TOTAL CHANGE ORDER:****\$100,000.00**

Approved: \_\_\_\_\_

**Project Manager**\_\_\_\_\_  
**Date**

Approved: \_\_\_\_\_

**Tim Green, P.E.**  
**City Engineer**\_\_\_\_\_  
**Date**

Approved: \_\_\_\_\_

**Scott McCullough**  
**Community Development Director**\_\_\_\_\_  
**Date**

Approved: \_\_\_\_\_

**Rebecca A. Yocham**  
**City Manager**\_\_\_\_\_  
**Date****APPROVED AS TO FORM:**\_\_\_\_\_  
**Sean McLaughlin, City Attorney**

Approved: \_\_\_\_\_

**Michael A. Boehm**  
**Mayor**\_\_\_\_\_  
**Date**

Approved: \_\_\_\_\_

**HNTB**\_\_\_\_\_  
**Date**





**CITY COUNCIL  
MEMORANDUM**

**ITEM 3**

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**SUBJECT:** Acceptance of the Public Safety Master Plan

**CONTACT:** Beccy Yocham, City Manager  
Tom Hongslo, Police Chief

**DATE:** August 4, 2020

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**ACTION NEEDED:**

Accept the Public Safety Master plan.

**PROJECT BACKGROUND/DESCRIPTION:**

At the July 21, 2020 City Council meeting, staff presented the final results of the Public Safety Master Plan. At the meeting, staff presented their recommendations on future public safety staff projections, projected costs to build a new public safety building, and the recommended location for this proposed facility.

Staff recommends acceptance of the Public Safety Master Plan and the recommendation to move the Public Safety Complex to the southwest corner of Prairie Star Parkway and Britton Street.

The Public Safety Master Plan will be used as a strategic planning tool for making future decisions regarding capital and space needs associated with the Police Department, Municipal Court, and Information Technology Department.

As discussed at the July 21st meeting, due to the financial uncertainty associated with the capital improvement budget, staff will not be requesting permission to proceed with design and construction for this project at this time. We will evaluate the project during our upcoming Capital Improvement Program (CIP) process.

Staff will continue to monitor our financial situation and ability to utilize sales and property tax to fund this future capital project. We will also analyze opportunities to develop the proposed site location and bring forward development options for the current Public Safety Complex on 87th Street Parkway.

Copies of the Master Plan were distributed to the Council at the July 21st meeting.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

Staff is not requesting funding for this previously approved CIP project at this time. The Public Safety Master Plan includes projected cost estimates for the project.

**STAFF RECOMMENDATION:**

Acceptance of the plan.

**ATTACHMENTS**

- 1. Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING THE CITY OF LENEXA MASTER PLAN FOR PUBLIC SAFETY.**

**WHEREAS**, due to increasing public safety space needs and the age of the current public safety facilities located at the northwest corner of 87<sup>th</sup> Street Parkway and Monrovia Street, the Governing Body determined it was necessary to prepare a facility needs assessment and master plan study for the City's public safety complex ("Public Safety Master Plan"); and

**WHEREAS**, the process began in December 2018 when the City entered into an agreement with PGAV Architects, Inc. ("PGAV"); and

**WHEREAS**, PGAV teamed with MWL Architects and Confluence Design (collectively, the "Consultant") to conduct the Public Safety Master Plan project and develop a plan and recommendations to address future public safety needs by analyzing building and parking space needs, project cost range and site locations; and

**WHEREAS**, the Public Safety Master Plan project included a staff advisory committee, a community engagement event and Governing Body input; and

**WHEREAS**, the input and recommendations from the Consultant, advisory committee and the public, were considered in developing the final Public Safety Master Plan presented to the Governing Body and recommended for acceptance; and

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

**SECTION ONE:** Recognizing the assistance from the community, the advisory committee, and the Consultant, the City of Lenexa Master Plan for Public Safety is accepted by the Governing Body.

**SECTION TWO:** In order to efficiently and effectively meet the future public safety needs of all of Lenexa's residents, businesses and visitors, the Governing Body accepts the recommendation of the City of Lenexa Master Plan for Public Safety that the new facility be designed and constructed on the land owned by the City at the southwest corner of Prairie Star Parkway and Britton Street.

**SECTION FOUR:** This Resolution shall become effective immediately upon passage.

**ADOPTED** by the City Council this 4<sup>th</sup> day of August, 2020.

**SIGNED** by the Mayor this 4<sup>th</sup> day of August, 2020.

**CITY OF LENEXA, KANSAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**CITY COUNCIL  
MEMORANDUM**

**ITEM 4**

**SUBJECT:** Resolution authorizing the Mayor to execute a Public Improvement Maintenance Agreement with the De Soto Public Schools Unified School District for public improvements associated with the construction of the Career & Technical and Early Childhood Center at the northeast corner of Mize Road and 83rd Street

**CONTACT:** Scott McCullough, Community Development Director

**DATE:** August 4, 2020

**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor to execute a Public Improvement Maintenance Agreement with the De Soto Public Schools Unified School District for public improvements associated with the construction of the Career & Technical and Early Childhood Center at the northeast corner of Mize Road and 83rd Street.

**PROJECT BACKGROUND/DESCRIPTION:**

The De Soto Public Schools Unified School District ("DSD") is constructing a Career & Technical and Early Childhood Center ("CTEC") in the northeast corner of Mize Road and 83rd Street. As part of the CTEC project, DSD will be constructing a turn lane and associated infrastructure improvements along Mize Road ("Public Improvements"). The Public Improvements will require the demolition and reconstruction of a portion of each street and its associated infrastructure. The Public Improvements will be constructed in compliance with the City's standards for construction of public improvements and all applicable final plans.

Generally, the City requires a 2-year maintenance bond from an entity constructing a public improvement. However, due to the DSD's construction contracting method and the DSD's inability to obtain a maintenance bond, the City and DSD desire to enter into a Public Improvement Maintenance Agreement ("Agreement"). Pursuant to the Agreement, DSD will be responsible for the cost of any repair or maintenance of defective work associated with the Public Improvements for a two year period following final acceptance of the Public Improvements by the City. The City shall inspect the Public Improvements in accordance with its customary practice. DSD's responsibility for repair or maintenance will not exceed the estimated cost of the Public Improvements, which is approximately \$117,534.55. The repair and maintenance cost cap is consistent with how the value of a maintenance bond would be calculated.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

## **ATTACHMENTS**

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





# Mize Road Improvements



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PUBLIC IMPROVEMENT MAINTENANCE AGREEMENT WITH THE DE SOTO PUBLIC SCHOOLS UNIFIED SCHOOL DISTRICT (USD 232) FOR PUBLIC IMPROVEMENT WORK ASSOCIATED WITH THE CONSTRUCTION OF THE CAREER & TECHNICAL AND EARLY CHILDHOOD CENTER AT THE NORTHEAST CORNER OF MIZE ROAD AND 83<sup>RD</sup> STREET.**

WHEREAS, USD 232 currently owns property located at the northeast corner of Mize Road and 83rd Street in the City of Lenexa (the "Property");,; and

WHEREAS, USD 232 is constructing a Career & Technical and Early Childhood Center, a warehouse, and a fieldhouse with Final Plan PL20-02F approved on January 6, 2020 ("CTEC"); and

WHEREAS, as part of the Aquatic Center project certain public improvements will be constructed adjacent to the Property along the east and west bound lanes of 87th Street Parkway, Elmridge Street and Winchester Street, which will require the demolition and reconstruction of a portion of each street and its associated infrastructure ("Public Improvement"); and

WHEREAS, as part of the CTEC project certain public improvements will be constructed adjacent to the Property along Mize Road, which will require the demolition and reconstruction of a portion of Mize Road and its associated infrastructure ("Public Improvement"); and

WHEREAS, USD 232 will cause the construction of the Public Improvement in accordance with the City's standards for construction of public improvements and all applicable final plans; and

WHEREAS, USD 232 will be responsible for the repair and maintenance of defective work associated with the Public Improvement for a period of two (2) years following acceptance of the Public Improvement by the City; and

WHEREAS, the parties have entered into discussions and reached certain understandings with regard to the Public Improvement Maintenance Agreement as set out in the attached Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNNG 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 Public Improvement Maintenance 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.

ADOPTED by the City Council this 4th day of August, 2020.

APPROVED by the Mayor this 4th day of August, 2020.

CITY OF LENEXA, KANSAS

**[SEAL]**

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Michael A. Boehm, Mayor

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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Sean McLaughlin, City Attorney



**CITY COUNCIL  
MEMORANDUM**

**ITEM 5**

**SUBJECT:** Resolution calling for a public hearing to consider approving Redevelopment Project Plan 6 in the Ridgeview Mining TIF District (Ten Ridge Project)

**CONTACT:** Sean McLaughlin, City Attorney

**DATE:** August 4, 2020

**ACTION NEEDED:**

Adopt a resolution calling for a public hearing to consider approving Redevelopment Project Plan 6 in the Ridgeview Mining TIF District (Ten Ridge Project).

**PROJECT BACKGROUND/DESCRIPTION:**

This resolution is only to provide notice of a public hearing on September 15, 2020, at which time the Governing Body will consider approving Redevelopment (TIF) Project Plan 6 ("Project Plan 6") encompassing 15 acres in the northeast corner of K-10 Highway and Ridgeview Road in the Ridgeview Mining TIF District.

Pursuant to state law, before a tax increment financing (TIF) project plan is considered by a governing body, a city's planning commission must first examine the proposed project plan in light of the city's comprehensive plan and make a finding that the two plans are consistent with each other. Project Plan 6 will be considered at the Lenexa Planning Commission meeting on August 3, 2020.

The project is to be completed on behalf of Ten Ridge, LLC ("Developer") and includes construction of approximately 80,000 square feet of retail, restaurant, and commercial uses in approximately eight buildings, including an approximately 90-room hotel; and access roads, surface parking, sidewalks, landscaping, site development, surface remediation and reclamation, and associated infrastructure located in the Project Plan 6 area.

The TIF increment generated from the Project Plan 6 area would be used to reimburse Developer for its TIF eligible costs. The eligible costs, priority, and terms of reimbursement would be set forth in a Disposition and Development Agreement (DDA), but generally provide for Developer to be reimbursed with TIF increment up to a maximum reimbursement of approximately \$8 million, commencing upon substantial completion of the construction in accordance with approved plans and permits. Project Plan 6 also contemplates up to \$8 million in public TIF reimbursable costs for public improvements located within the Ridgeview Mining TIF District.

Consideration of the DDA is also contemplated to occur at the September 15, 2020 City Council meeting, if Project Plan 6 is approved. Because information regarding Project Plan 6 will be available for review by the public after publication of this resolution, a copy of Project Plan 6 is also included for your information.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**ATTACHMENTS**

1. Map
2. Resolution
3. Project Plan 6 located in the Appendix



# Ten Ridge Project Plan 6





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADOPTION OF REDEVELOPMENT PROJECT PLAN 6 FOR THE RIDGEVIEW MINING TIF DISTRICT (TEN RIDGE PROJECT).**

WHEREAS, the Lenexa City Council on June 17, 1997 adopted Ordinance No. 4074 establishing a Redevelopment District pursuant to K.S.A. 12-1770 et seq., as amended ("Original District"); and

WHEREAS, the Original District was amended on January 19, 2010 by Ordinance No. 5135 electing to apply the provisions of K.S.A 12-1770 et. seq (2001) as thereafter amended (the "Act") and further amended June 1, 2010 by Ordinance No. 5145, at which time the Original District and a portion of the South Mining TIF District were combined to create the Ridgeview Mining Development District (the "Ridgeview Mining TIF District" or the "District"); and

WHEREAS, the Governing Body desires to consider adopting Redevelopment (TIF) Project Plan 6 ("Project Plan 6") in accordance with the Act. The purpose of Project Plan the construction of a mixed-use project consisting of multi-family housing, retail, dining and storage and associated improvements in the Project Plan 6 area; and

WHEREAS, a feasibility study has been completed which indicates the benefits derived from Project Plan 6 are significant. Revenues from the redevelopment (TIF) project area included in Project Plan 6, the District and other available revenues are expected to be sufficient to pay for the eligible TIF reimbursable project costs; and

WHEREAS, on August 3, 2020, the Planning Commission of the City reviewed Project Plan 6 and passed its Resolution No. 2020 - \_\_\_\_ finding that Project Plan 6 is consistent with the comprehensive general plan for the development of the City.

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

SECTION 1: A public hearing to consider the adoption of Project Plan 6 shall be held at the City Council meeting on Tuesday, September 15 at 7:00 p.m., Central Standard Time, or as soon thereafter as it can be heard, at the Lenexa City Hall, 17101 W. 87<sup>th</sup> Street Parkway, Lenexa, Kansas. However, if due to the COVID-19 public health crisis the City is holding remote meetings, then the public hearing will be conducted using Zoom, an online meeting tool. Any members of the public interested in attending the meeting and public hearing using Zoom may use the link and follow the instructions provided on the City's website.

SECTION 2: The amended redevelopment district was approved on June 1, 2010, and its boundaries are as follows:

An area within the City of Lenexa, Kansas the area is generally located in the southwest corner of 95th Street and Renner Boulevard and more specifically described as follows:

That part of the entire 95th Street right-of-way adjacent to or a part of the north section line of Section 6, Township 13, Range 24; and

All that part of Section 6, Township 13, Range 24 and the East half of Section 1, Township 13, Range 23, now in the city limits of Lenexa, Johnson County, Kansas, lying both above and below the Farley ledge of Limestone or where such ledge does not exist, the projected plane thereof, as defined by a qualified geologist and more particularly described as follows:

Commencing from the Point of Beginning at the Northeast corner of Section 6, Township 13, Range 24, following the East section line of Section 6, a distance of 1997.13 feet, thence South 87°39'32" West, a distance of 363 feet, thence South 02°20'28" East a distance of 600 feet, thence North 87°39'32" East a distance of 363 feet to the East line of Section 6, thence commencing Southeast along the East section line of Section 6 a distance of 1744 feet±, thence South 86°47'24" West a distance of 60 feet to the beginning of the North right-of-way line of K-10 Highway, thence following the K-10 Highway right-of-line approximately South 86°0'0" West a distance of 385±, thence approximately South 48°0'0" West a distance of 1059 feet± along K-10 right-of-way, thence approximately North 02°0'0" West a distance of 1051 feet±, thence approximately South 87°0'0" west a distance of 1376 feet± to the West quarter section line of the Southeast quarter of Section 6, thence Northwesterly to the Northwest corner of the Southeast quarter section of Section 6, thence Southwesterly along the North line of the Southwest quarter section of Section 6 to the West line of Section 6, thence approximately South 86°0'0" West a distance of 759 feet± to the South right-of-line of Atchison Topeka Santa Fe Railroad Line, thence South 33°0'0" West a distance of 913 feet±, thence approximately North 02°0'0" West a distance of 240 feet± to the North right-of-line of Atchison Topeka Santa Fe Railroad Line, thence following the radius of the right-of-way line Northeasterly as it curves around to intersect with the North line of the Northeast 1/4 section of Section 1, Township 13, Range 23, thence following the North line of the Northeast 1/4 section of Section 1 Northeasterly to the North line of Section 6, Township 13, Range 24, thence following the North line of Section 6 Northeasterly to the Point of Beginning:

#### AND EXCEPT

The subject land identified by County parcel number IF241306-3013 which is legally defined and identified as follows:

All that part of the north 1/2 of Section 6, Township 13, Range 24, now in the City of Lenexa, Johnson County, Kansas, lying above the Farley ledge of Limestone, or where such ledge does not exist, the projected plane thereof, as defined by a qualified geologist, more particularly described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 6; thence South 87 degrees 45 minutes 27 seconds West, along the North line of the Northeast 1/4 of said Section 6, a distance of 1,505.75 feet, to the true point of beginning of subject tract; thence continuing South 87 degrees 45 minutes 37 seconds West, along the North line of the Northeast 1/4 of said Section 6, a distance of 1,136.78 feet, to the Northwest corner thereof; thence South 87 degrees 46 minutes West, along the North line of the Northwest 1/4 of said Section 6, a distance of 388.16 feet; thence South 2 degrees 14 minutes East, a distance of 1,315.92 feet to a point on the South line of the North 1/2 of the Northwest 1/4 of said Section 6; thence North 87 degrees 20 minutes 17 seconds East, along the South line of the North 1/2 of the Northwest 1/4 of said Section 6, a distance of 389.26 feet, to the Southeast corner thereof; thence North 87 degrees 19 minutes 04 seconds East, along the South line of the North 1/2 of the Northeast 1/4 of said Section 6, a distance of 1,135.87 feet; thence North 2 degrees 14 minutes 23 seconds West, a distance of 1,304.24 feet, to the true point of beginning of subject tract.

#### AND INCLUDING

A tract of land being part of the Southeast Quarter of Section 1, Township 13 South, Range 23 East and part of the South Half of Section 6, Township 13 South, Range 24 East, in the City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

Commencing at the Southeast corner of said Section 1; thence along the East line of said Section 1, N 2° 10' 25" W, a distance of 346.80 feet, to a point on the North right-of-way line of Kansas Highway No. 10, as now established, said point also being the True Point of Beginning of subject tract; thence along said North right-of-way line of Kansas Highway No. 10, S 87° 59' 30" W, a distance of 47.80 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 12° 02' 30" W, a distance of 103.10 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 86° 51' 30" W, a distance of 539.10 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 51° 41' 30" W, a distance of 256.10

feet; thence along said North right-of-way line of Kansas Highway No. 10, S 85° 06' 30" W, a distance of 602.50 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 85° 38' 30" W, a distance of 426.40 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 72° 59' 30" W, a distance of 271.17 feet; thence departing said North right-of-way line of Kansas Highway No. 10, N 50° 06' 31" E, a distance of 95.92 feet, to a point of curvature; thence Northeasterly, along a curve to the left, having a radius of 165.00 feet and a central angle of 25° 05' 19", a distance of 72.25 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the right, having a radius of 385.00 feet, a central angle of 40° 23' 13" and whose initial tangent bearing is N 25° 01' 12" E, a distance of 271.38 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the left, having a radius of 415.00 feet a central angle of 47° 16' 26" and whose initial tangent bearing is N 65° 24' 25" E, a distance of 342.41 feet, to a point of tangency; thence N 18° 08' 01" E, a distance of 50.19 feet, to a point of curvature; thence Northerly, along a curve to the left, having a radius of 415.00 feet and a central angle of 20° 23' 48", a distance of 147.74 feet, to a point of reverse curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 231.06 feet, a central angle of 37° 05' 46" and whose initial tangent bearing is N 2° 15' 49" W, a distance of 149.60, to a point of tangency; thence N 34° 49' 59" E, a distance of 314.86 feet, to a point on the North line of the South Half of the Southeast Quarter of said Section 1; thence continuing N 34° 49' 59" E, a distance of 55.59 feet; thence N 54° 36' 41" E, a distance of 60.11 feet; thence N 24° 13' 55" E, a distance of 1,309.20 feet; thence N 46° 51' 14" E, a distance of 127.56 feet, to a point on the North line of the Southeast Quarter of said Section 1; thence along said North line of the Southeast Quarter of Section 1, N 86° 51' 14" E, a distance of 511.04 feet to the Northeast corner of said Southeast Quarter, said point also being the Northwest corner of the Southwest Quarter of said Section 6; thence along the North line of said Southwest Quarter of Section 6, N 87° 15' 30" E, a distance of 2,484.11 feet to the Northeast corner of said Southwest Quarter of Section 6; thence along the East line of said Southwest Quarter of Section 6, S 2° 07' 59" E, a distance of 2,482.60 feet, to a point on the North right-of-way line of said Kansas Highway No. 10; thence along said North right-of-way line of Kansas Highway No. 10, S 88° 36' 26" W, a distance of 706.19 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 84° 22' 10" W, a distance of 544.40 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 66° 00' 10" W, a distance of 269.30 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 74° 32' 50" W, a distance of 577.20 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 88° 39' 10" W, a distance of 341.70 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 18° 53' 50" W, a distance of 104.40 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 87° 48' 10" W, a distance of 60.90 feet, to the True Point of Beginning and containing 211.4 acres more or less.



And including the Southwest Quarter of the Southeast Quarter of Section 6, Township 13 South, Range 24 East, in the City of Lenexa, Johnson County, Kansas and containing 40.4 acres more or less.

AND INCLUDING

A tract of land in the Northeast Quarter of Section 6, Township 13 South, Range 24 East, City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

The East 363 feet of the South 600 feet of the of the South Half of said Northeast Quarter of Section 6, except the North 120 feet of the East 181.5 feet of said South 600 feet, and containing 4.50 acres more or less.

AND INCLUDING

A tract of land in the Northeast Quarter of Section 6, Township 13 South, Range 24 East, City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

The North 120 feet of the East 181.5 feet of the south 600 feet of the South Half of said Northeast Quarter of Section 6, and containing 0.50 acres more or less.

AND INCLUDING

A tract of land in the Southeast Quarter of Section 6, Township 13 South, Range 24 East, City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

All that part of the Kansas State Highway 10 right-of-way lying in the East Half of said Southeast Quarter of Section 6, and containing 19.7 acres more or less.

SECTION 3: The boundaries of the area proposed to be included within the project area which is the subject of Project Plan 6 are legally described as:

Part of the SW $\frac{1}{4}$  of Section 6, T13S, R24E of the Sixth Principal Meridian, in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Beginning at the Southwest corner of the SW $\frac{1}{4}$  of Section 6, T13S, R24E of the Sixth Principal Meridian, in the City of Lenexa, Johnson County, Kansas; thence N 02°10'35" W, along the West line of said SW $\frac{1}{4}$ , a distance of 452.09 feet to a point on the North right-of-way line of a Permanent Controlled-Access Highway Right of Way Easement, filed at the Register of Deeds Office, Johnson County, Kansas in Book 201403, Page

002848; thence N 87°49'24" E, along said North right-of-way line, a distance of 90.00 feet to the TRUE POINT OF BEGINNING; thence N 16°03'00" W a distance of 125.09 feet; thence N 02°10'33" W a distance of 178.56 feet; thence Northerly, on a curve to the right having a radius of 1,190.00 feet, for a distance of 594.89 feet; thence N 26°34'56" E a distance of 4.43 feet to a point on the North line of the S½ of said SW¼; thence N 87°16'25" E, along the North line of the S½ of said SW¼, a distance of 45.60 feet; thence S 61°12'35" E a distance of 437.94 feet; thence S 10°25'43" E a distance of 254.52 feet; thence S 28°56'07" E a distance of 464.83 feet; thence S 07°17'46" E a distance of 249.57 feet to a point on the North right-of-way line of said Permanent Controlled-Access Highway Right of Way Easement; thence S 73°46'42" W, along said North right-of-way line, a distance of 96.06 feet; thence N 78°07'36" W, continuing along said North right-of-way line, a distance of 735.80 feet; thence N 02°10'10" W, continuing along said North right-of-way line, a distance of 110.79 feet to the TRUE POINT OF BEGINNING. subject to that part in street and road right-of-way line.

A sketch depicting the proposed area to be redeveloped is attached as Exhibit A.

SECTION 4: Project Plan 6, including the feasibility study and a description and a sketch of the area to be redeveloped, are available for inspection during regular business hours in the office of the City Clerk. Because no relocation is required by the Project Plan, no relocation assistance plan is included, and there are no financial guarantees of prospective developers.

SECTION 5: The City Clerk shall mail a copy of this Resolution, the sketch included in Exhibit A and a courtesy copy of Project Plan 6, by certified mail, return receipt requested, to the Board of County Commissioners of Johnson County, Kansas and the Board of Education of Unified School District No. 512, Johnson County, Kansas. The City Clerk shall also mail copies of the above by certified mail to each owner and occupant of land within the proposed redevelopment project area not more than 10 days following the date of adoption of this Resolution.

SECTION 6: This Resolution and the sketch of the area proposed to be included within the Project Plan 6 area (as reflected on Exhibit A), shall be published by the City Clerk once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing.

ADOPTED by the Governing Body this 4<sup>th</sup> day of August, 2020.

SIGNED by the Mayor this 4<sup>th</sup> day of August, 2020.

CITY OF LENEXA, KANSAS

[SEAL]

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Michael A. Boehm, Mayor

Attest:

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Jennifer Martin, City Clerk

Approved As To Form:

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Sean McLaughlin, City Attorney

## Ten Ridge Project Plan 6





**CITY COUNCIL  
MEMORANDUM**

**ITEM 6**

**SUBJECT:** Consideration of issuing industrial revenue bonds and a tax abatement for the Sims Global Solutions Project located west of Renner Boulevard at 116th Street

**CONTACT:** Doug Robinson, Chief Financial Officer  
Sean McLaughlin, City Attorney

**DATE:** August 4, 2020

**ACTION NEEDED:**

a) Conduct a public hearing, and

b) adopt a resolution determining the intent of the City to issue up to \$14 million in industrial revenue bonds (IRBs) and approving a 10-year tax abatement with payment in lieu of taxes (PILOT) agreement.

**PROJECT BACKGROUND/DESCRIPTION:**

Kansas Land Group, LLC ("Developer") submitted an application requesting the issuance of IRBs and the approval of a 10-year, 55% property tax abatement for construction of a multi-phase, approximately 100,000 square foot office/warehouse project in multiple buildings located in the Renner Business Center, west of Renner Boulevard at 116th Street. The project anticipates multiple phases with the first phase expected to begin in late 2020 and completion of all phases by the end of 2024. In accordance with the City's private activity bond and tax abatement policy ("Policy"), the project is eligible for the maximum 55% abatement because it is a corporate headquarters and the City is retaining and expanding an existing business. Additionally pursuant to the Policy, the abatement is conditioned upon Developer meeting certain conditions ("Business Conditions") set forth in the PILOT agreement. The PILOT assumes a minimum capital investment of \$3 million in the first two years and an additional capital investment of at least \$10 million on or before December 31, 2024. If Developer fails to meet the Business Conditions, the PILOT includes a clawback provision increasing the required PILOT payment and reducing the duration of the abatement term. Staff has prepared a cost benefit analysis for both the maximum and minimum investment scenarios and the result were both positive.

Notice of the public hearing was published as required by state statute. In addition, notice was distributed to the Board of County Commissioners and the USD #233 (Olathe School District) School Board. The City Council will hold a public hearing on August 4, 2020, after which the Council will consider the resolution of intent to issue up to \$14 million in IRBs and approving the proposed tax abatement subject to approval and execution of a PILOT agreement.

This PILOT also includes the City's standard terms and conditions including minimum investments; payment of required fees and annual certification; and civic involvement during the developer PILOT term, which includes:

- (1) being a dues-paying member in good standing with the Lenexa Chamber of Commerce,
- (2) making an annual contribution to the Lenexa Foundation in an amount determined by the Developer, but no less than 0.5% of the annual PILOT, and
- (3) annually sponsor a minimum of one City festival, event, or activity at any sponsorship level. The civic involvement requirements are a new addition to the PILOT and is substantially similar to those civic involvement requirements in the City's other public incentive agreements. The civic involvement requirement takes into consideration the use of public incentives and therefore the need to give back to the community.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The estimated \$14 million IRB issue is not backed by the full faith and credit of the City. The applicant is responsible for repayment of the bonds and all fees related to the bond issue.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**ATTACHMENTS**

1. Map
2. Phase 1 Site Plan
3. Proposed Site Plan
4. Resolution
5. PILOT agreement located in the Appendix



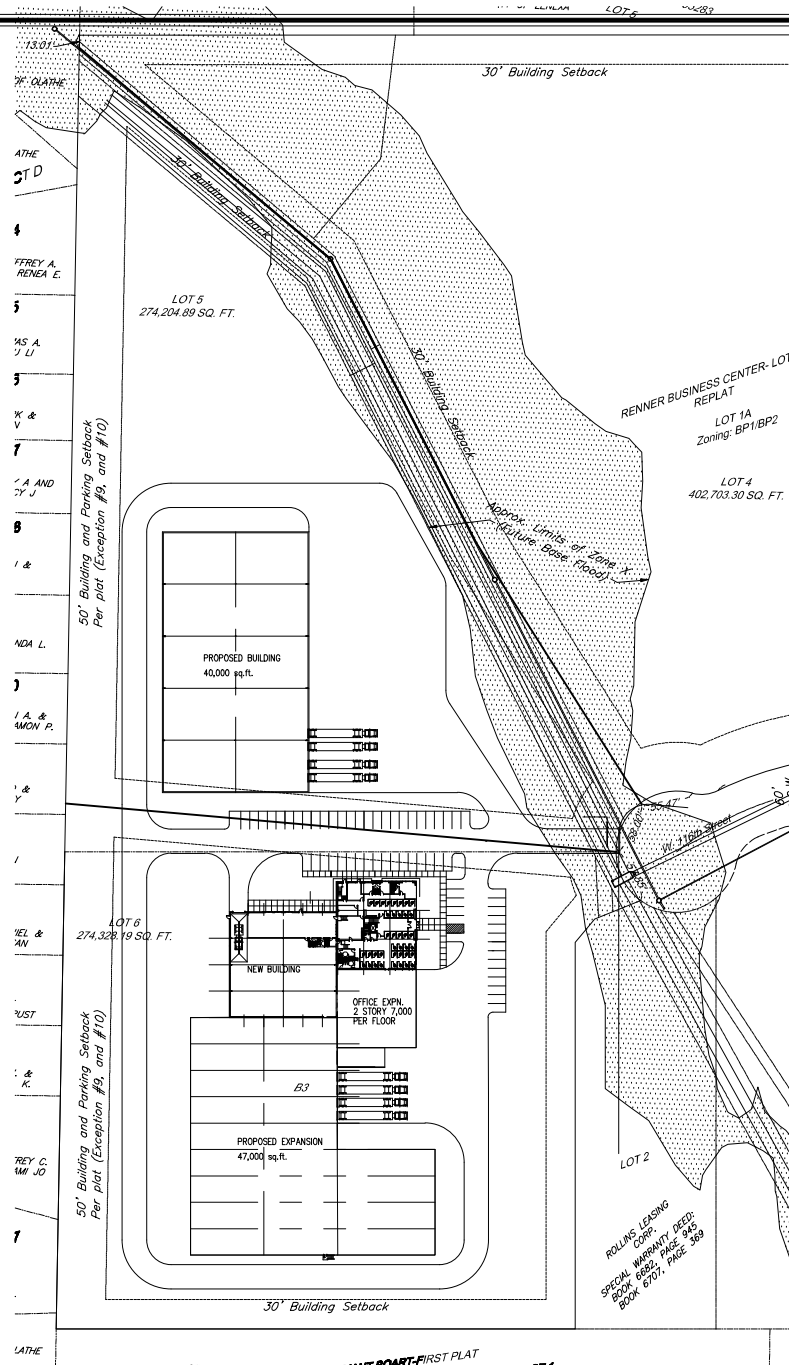


# SIMS Global Solutions Project









NORTH ARROW  
↑  
SITE PLAN  
Scale 1" = 60'-0"

## PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
2. ALL SETBACKS ARE TO BE MAINTAINED.  
3. ALL BUILDINGS ARE TO BE CONSTRUCTED WITHIN THE SETBACKS.  
4. ALL PARKING AREAS ARE TO BE MAINTAINED.  
5. ALL UTILITIES ARE TO BE MAINTAINED.  
6. ALL EROSION CONTROL MEASURES ARE TO BE MAINTAINED.  
7. ALL LANDSCAPING ARE TO BE MAINTAINED.  
8. ALL FENCING ARE TO BE MAINTAINED.  
9. ALL SIGNAGE ARE TO BE MAINTAINED.  
10. ALL LIGHTING ARE TO BE MAINTAINED.

ROSE  
DESIGN  
GROUP INC.  
ARCHITECTS ■ PLANNERS  
A Division of Rose Design Build  
913-782-0777 FAX: 913-782-0998  
P.O. BOX 100 OLAHE, KS 66051  
WWW.ROSEDESIGNBUILD.COM

PROPOSED BUILDING FOR:  
**SIMS GLOBAL SOLUTIONS**  
LOTS 5 & 6 RENNER BUSINESS PARK  
LENEA, JOHNSON COUNTY, KANSAS

NO.	DESCRIPTION	DATE
1	BID SET	04 / 2 / 20
2	PRELIMINARY BIDS	
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SITE PLAN

**RESOLUTION NO. 2020-\_\_\_\_\_**

**RESOLUTION DETERMINING THE INTENT OF THE CITY OF LENEXA, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AGGREGATE AMOUNT NOT TO EXCEED \$14,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A OFFICE/WAREHOUSE PROJECT FOR THE BENEFIT OF KANSAS LAND GROUP, LLC OR ITS SUCCESSORS AND ASSIGNS (SIMS GLOBAL SOLUTIONS PROJECT PROJECT).**

---

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

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

**WHEREAS**, Kansas Land Group, LLC, a Kansas limited liability company (the “Company”) submitted to the City an application requesting that the City finance the cost of acquiring, constructing and equipping approximately 100,000 sq. ft. office/warehouse project in multiple buildings located in the Renner Business Center west of Renner Blvd at 116<sup>th</sup> Street (the “Project”) through the issuance of its industrial revenue bonds in the approximate principal amount of \$14,000,000, and to lease the Project to the Company in accordance with the Act; and

**WHEREAS**, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of industrial revenue bonds under the Act in the approximate principal amount of \$14,000,000, said bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company or with City consent, to Company’s successors or assigns; and

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

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

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

**Section 2. Intent to Issue Bonds.** The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of industrial revenue bonds of the City in the approximate principal amount of \$14,000,000 (the "Bonds") to be issued pursuant to the Act.

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

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

**Section 5. Sale of the Bonds.** The sale of the Bonds shall be the responsibility of the Company and shall be privately placed with the Company, an affiliate of the Company or Company's lender; provided, however, all arrangements for the sale of the Bonds shall be acceptable to the City. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into contracts and purchase orders in connection therewith and to advance such funds as may be necessary to accomplish

such purposes, and to the extent permitted by law, the Company may be reimbursed for such expenditures out of the proceeds of the Bonds, when and if issued, to the extent permitted by law. Notwithstanding such authorization, the Company proceeds at its own risk and if for any reason, the Bonds are not issued, the City shall have no liability to the Company for any reason, including the repayment to the Kansas Department of Revenue of any retailers' sales tax exemption utilized by the Company for which the Company shall indemnify and hold the City harmless.

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

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

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

**Section 9. Limited Obligations of the City.** The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of such Bonds, as provided in



the Indenture. The Bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

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

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

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

**Section 12. Further Action.** Counsel to the City and Kutak Rock, LLP, Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

**Section 13. Termination of Resolution.** This Resolution shall terminate on August 31, 2021 unless (i) the Bonds have been issued by the City or (ii) the Company has obtained from the City a building permit for the Project and is diligently pursuing construction to completion. The City, upon the written request of the Company, may extend this time period.

**Section 14. Effective Date.** This Resolution shall take effect and be in full force immediately after its passage.

**ADOPTED** by the Lenexa City Council on August 4, 2020.

**SIGNED** by the Mayor on August 4, 2020.

**CITY OF LENEXA, KANSAS**

[SEAL]

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Michael A. Boehm, Mayor

ATTEST:

---

Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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Sean McLaughlin, City Attorney



**CITY COUNCIL  
MEMORANDUM**

**ITEM 7**

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**SUBJECT:** Resolution approving the fiscal year 2021 budget

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

**DATE:** August 4, 2020

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**ACTION NEEDED:**

Adopt a resolution approving the fiscal year (FY) 2021 budget.

**PROJECT BACKGROUND/DESCRIPTION:**

The Governing Body reviewed the recommended budget in a Committee of the Whole meeting on June 30, 2020. In accordance with state law, the City published the public hearing notice for the budget in the Kansas City Star on July 8, 2020 and held the public hearing on July 21, 2020.

View the recommended budget document [online](#).

Recommended Budget Summary

The total recommended FY 2021 budget for all funds is \$174.1 million - \$122 million for expenditures and \$52.1 million for estimated reserve balances as of December 31, 2021. The expenditure amount decreases by \$4 million (3%) compared to the FY 2020 budget.

The estimated mill levy for the budget is 29.319 mills, which is the same as the mill levy for the FY 2020 budget. The recommended budget allocates 23.006 mills to the General Fund and 6.313 mills to the Debt Service Fund for FY 2021.

The recommended budget includes funding for 549 full-time equivalent positions (FTEs), which is same amount authorized for FY 2020.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The recommended FY 2021 budget includes a property tax levy of \$39.3 million, which is less than the \$39.7 million maximum property tax levy calculated per state law. The City is not required to hold an election to approve the FY 2021 proposed property tax amount because the proposed levy is less than the maximum calculated levy limit.

The public hearing notice established the maximum amount of property taxes levied and expenditures by fund for FY 2021. At this point in the budget process, the Governing Body cannot increase the amount of taxes levied or the budgeted expenditures for FY 2021.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**ATTACHMENTS**

- 1. Resolution
- 2. Certificate



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2021 ANNUAL BUDGET FOR THE CITY OF LENEXA, KANSAS.**

WHEREAS, the Fiscal Year 2021 Annual Budget has been discussed by the Governing Body at various City Council meetings, Committee of the Whole meetings, and other public meetings noticed in accordance with state law; and

WHEREAS, a copy of the proposed Fiscal Year 2021 Annual Budget was posted on the City's website on or about June 24, 2020 to allow informal public comment and questions, and has remained on the website since that date; and

WHEREAS, pursuant to K.S.A. § 79-2929, a public hearing was conducted at the July 21, 2020, City Council meeting to answer and hear any objections of taxpayers relating to the proposed Fiscal Year 2021 Annual Budget; and

WHEREAS, notice of publication of the proposed Annual Budget and public hearing was made as provided by law; and

WHEREAS, the Governing Body believes it is in the best interest of the City to adopt the Fiscal Year 2021 Annual Budget as presented.

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby adopt the Fiscal Year 2021 Annual Budget as presented at the July 21, 2020, City Council meeting.

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

SECTION THREE: In accordance with K.S.A. 79-1801, on or before August 25, 2020, the City Chief Financial Officer, in coordination with the City Clerk, shall certify and electronically file with the Johnson County, Kansas County Clerk (the "County Clerk") two (2) copies of the budget Certificate giving the amount of ad valorem tax to be levied and the total amount of the adopted Fiscal Year 2021 Annual Budget along with other information pertaining thereto in accordance with State law.

SECTION FOUR: The Fiscal Year 2021 Annual Budget as approved and filed with the County Clerk shall constitute an appropriation for each fund as provided in K.S.A. 79-2934.

ADOPTED by the Lenexa Governing Body this 4<sup>th</sup> day of August, 2020.

SIGNED by the Mayor this 4<sup>th</sup> day of August, 2020.

**CITY OF LENEXA, KANSAS**

[SEAL]

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Michael A. Boehm, Mayor

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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Sean L. McLaughlin, City Attorney

**CERTIFICATE**

To the Clerk of Johnson County, State of Kansas

We, the undersigned, officers of

**City of Lenexa**

- certify that: (1) the hearing mentioned in the attached publication was held;  
 (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2021; and  
 (3) the Amounts(s) of 2020 Ad Valorem Tax are within statutory limitations.

			2021 Adopted Budget		
			Budget Authority for Expenditures	Amount of 2020 Ad Valorem Tax	County Clerk's Use Only
Table of Contents:			Page No.		
Computation to Determine Limit for 2021			2		
Allocation of MVT, RVT, 16/20M Veh Tax			3		
Schedule of Transfers			4		
Statement of Indebtedness			5		
Statement of Lease-Purchases			6		
<u>Fund</u>			<u>K.S.A.</u>		
General	12-101a	7	110,852,831	30,835,418	
Debt Service	10-113	8	16,983,196	8,461,570	
Special Highway		9	1,598,135		
Tourism & Convention		9	2,227,219		
Special Alcohol		10	551,700		
Special Parks & Recreation		10	150,748		
Stormwater Management		11	9,868,580		
Neighborhood Revitalization		11	700,292		
TIP-Transportation Improve		12	3,404,297		
Parks & Rec Impact Fee		12	2,484,859		
Mining TIF		13	3,742,626		
Street Tree		13	530,388		
Ridgview Mining TIF		14	2,287,682		
City Center TIF		14	10,448,907		
Orchard Corners CID		15	842,181		
Prairie Creek CID		15	145,410		
Quivira 95 CID		16	59,115		
Greystone Plaza CID		16	90,594		
City Center East CID #1		17	45,931		
I-35 & 95th Street TIF		17	2,419,127		
City Center East CID #2		18	351,092		
Rec Center		18	3,631,303		
Midas Springhill Suites CID		19	67,092		
Candlewood Suites CID		19	32,882		
Holiday Inn Express CID		20	38,473		
Sonoma Plaza CID		20	280,000		
City Center Area E CID		21	56,132		
Lenexa Point CID		21	206,000		
Non-Budgeted Funds-A		22			
Non-Budgeted Funds-B		23			
Non-Budgeted Funds-C		24			
Totals		xxxxxxx	174,096,792	39,296,988	
					County Clerk's Use Only
Budget Summary		25			
Neighborhood Revitalization Rebate					Nov 1, 2020 Total Assessed Valuation

**Tax Lid Limit (from Computation Tab)**

39,686,292

**Does the City need to hold an election?****NO**

Assisted by:

Address:

Email:

Attest: \_\_\_\_\_, 2020

County Clerk

Michael Boehm, Mayor

Jennifer Martin, City Clerk

**CPA Summary**



**CITY COUNCIL  
MEMORANDUM**

**ITEM 8**

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**SUBJECT:** Discussion of Joint Statement on Equity and Diversity

**CONTACT:** Beccy Yocham, City Manager

**DATE:** August 4, 2020

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**PROJECT BACKGROUND/DESCRIPTION:**

At the July 14, 2020 Committee of the Whole meeting, the Governing Body discussed possibly adopting a joint statement on diversity and equity, as other communities in the area and across the country have recently done. Based upon feedback provided by the Governing Body, City staff has prepared the attached draft statement for the Governing Body's consideration and discussion.

In developing the draft statement, staff referenced Lenexa Vision2040, as well as the Lenexa City Code and the City's Personnel Policies and Procedures. In each of these documents, staff found examples of the City's longstanding commitment to equity and inclusion in the community and within the City organization, which assisted in developing the verbiage that was ultimately included in the draft statement.

Staff looks forward to the Governing Body's discussion of this draft statement and your feedback thereon.

**ATTACHMENTS**

1. Statement



## **Joint Statement of the Governing Body of the City of Lenexa Regarding Equity and Diversity**

As the elected leaders who represent the City of Lenexa, we are dedicated to serving all who live, work, visit and play in Lenexa. We reject racism and oppression and believe that everyone should be treated with dignity and respect. Discrimination in all its forms is wrong and inconsistent with the City's values. We oppose discrimination toward any person on the basis of race, religion, color, sex, age, national origin, ancestry, sexual orientation, gender identity or disability.

A guiding principle of Vision 2040 - the community visioning process completed in 2018 - is that Lenexa continue to be inclusive and a city which "respects and values community members from diverse backgrounds, abilities, viewpoints and experiences." We reaffirm our commitment to this vision for Lenexa and will work to ensure our community is a place where everyone is treated with respect, feels safe and is heard.

We strive to be inclusive in our city government, including in our hiring practices and communications and in the policies we adopt and the laws we pass. We have long advocated for and are committed to actions that promote equity and inclusion.

We are proud of the officers of the Lenexa Police Department who bravely work, often under difficult and stressful conditions, in service to our community. We have high confidence in their professionalism. We stand beside them and support them in their continuing effort to keep our community safe and to implement fair, transparent and unbiased policing in way that reflects the community's vision, guiding principles and values.

We commit to listening to, learning from and collaborating with all Lenexans and will foster a culture of mutual respect and understanding that affords equal treatment to everyone and creates positive change in our community.



**MINUTES OF THE  
JULY 21, 2020  
LENEXA CITY COUNCIL MEETING  
COMMUNITY FORUM, 17101 W 87<sup>th</sup> STREET PARKWAY  
LENEXA, KS 66219**

**CALL TO ORDER**

Mayor Boehm called the meeting to order at 7 PM.

**ROLL CALL**

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

Staff present included Beccy Yocham, City Manager; Todd Pelham, Deputy City Manager; Mike Nolan, Assistant to the City Manager; Sean McLaughlin, City Attorney; Jennifer Martin, City Clerk; and other City staff.

**APPROVE MINUTES**

*Councilmember Stuke made a motion to approve the July 7, 2020 City Council meeting draft minutes and Councilmember Roh seconded the motion. Motion passed unanimously.*

**MODIFICATION OF AGENDA**

None

**PROCLAMATIONS**

Purple Heart City

**PRESENTATIONS**

Designation of the City of Lenexa as a Purple Heart City by the Military Order of the Purple Heart

**CONSENT AGENDA**

1. Acceptance of utility and landscape easements as shown on Bristol Highlands, Replat of Lot 35

*This is a replat of Bristol Highlands Lot 35. This is a 3-lot and 1-tract plat for a two-family residential development. These easements were previously approved in November 2019. This is before the Governing Body again because the name of the plat has been changed for recording purposes. There are no other changes to the content of the plat other than the name change.*

2. Resolution amending the Volumetric Rate Calculation Form used in determining the fee paid for natural gas transported within the city in accordance with natural gas franchise ordinances  
*The City previously adopted franchise ordinances with natural gas providers allowing the City to receive compensation based on the volume of natural gas transported within the city. The franchise ordinances require the City to update annually the Volumetric Rate Calculation Form and this resolution allows the City to continue to collect this fee in 2021.*
3. Resolution authorizing the Mayor to execute an agreement with All City Management Services, Inc. for school crossing guard services for the 2020-2021 school year  
*Each year the City contracts with an outside entity to provide school crossing guard services. This agreement with All City Management Services is for the 2020-2021 school year and is estimated to cost \$110,728.80.*
4. Resolution authorizing the Mayor to execute an encroachment agreement with Southern Star Central Gas Pipeline, Inc.  
*A new traffic signal at 79th Street and Renner Boulevard is needed due to increased traffic volumes and will consequently support growth and development in the area. The encroachment agreement with Southern Star Central Gas Pipeline is needed in order to construct the traffic signal in the pipeline easement.*

#### **END OF CONSENT AGENDA**

*Councilmember Karlin made a motion to approve items 1-4 on the Consent Agenda and Councilmember Nolte seconded the motion. Motion passed unanimously.*

#### **BOARD RECOMMENDATIONS**

5. Ordinance approving a 5-year Special Use Permit renewal to allow a "Medical Clinic" for Adjust to Health, located at 8724 Bourgade Avenue in the NP-O, Planned Neighborhood Office zoning district

*This is a request for approval of a 5-year Special Use Permit renewal to allow a "Medical Clinic" for Adjust to Health, located at 8724 Bourgade Avenue in the NP-O Planned Neighborhood Office zoning district.*

Magi Tilton, Planning and Development Administrator, stated that a Special Use Permit (SUP) is required to have a "Medical Clinic" use in the NP-O zoning district. This is a 5-year renewal for Adjust to Health, which is the second SUP renewal for this business. She added that staff believes this use is compatible with the surrounding area and is not aware of any concerns.

Ms. Tilton stated that no one spoke at the public hearing held at the July 6, 2020 Planning Commission meeting. She said that the Planning Commission had very little discussion about the SUP renewal, and recommended approval.

The applicant was present.

*Councilmember Roh made a motion to approve item 5 and Councilmember Nicks seconded the motion. Motion passed unanimously.*

## **PUBLIC HEARINGS**

6. Public hearing regarding the fiscal year 2021 annual budget  
*State law requires cities to publish notice and conduct a public hearing prior to adopting the annual budget. The City published the public hearing notice in the Kansas City Star on July 8, 2020. The Governing Body is tentatively scheduled to adopt the fiscal year 2021 annual budget at the August 4, 2020 City Council meeting.*

Briana Burrichter, Assistant Chief Financial Officer, stated that a public hearing is required by law prior to the Governing Body approving the annual budget. She said that the details of the 2021 recommended budget were presented and discussed at the June 30, 2020 Committee of the Whole meeting. She presented an overview of the recommended budget.

Ms. Burrichter stated that an election would not be required for the 2021 budget because the proposed property tax levy is below the maximum allowed. She said that staff would bring the 2021 budget to the Governing Body for adoption at the August 4, 2020 City Council meeting.

Mayor Boehm opened the public hearing at 7:17 PM.

No public comments were made.

*Councilmember Stuke made a motion to close the public hearing and Councilmember*

*Nolte seconded the motion. Motion passed unanimously.*

The public hearing closed at 7:17 PM.

### **NEW BUSINESS**

None

### **BUSINESS FROM FLOOR**

None

### **COUNCILMEMBER REPORTS**

None

### **STAFF REPORTS**

7. Parks and Recreation 2020 events update

*Parks and Recreation staff will present a status update for City events scheduled for the remainder of 2020.*

Gary Ristow, Parks and Recreation Department Director, presented an update on the events scheduled for the remainder of 2020. He stated that due to the COVID-19 pandemic, all special events have been canceled for the rest of the year. He noted that Movie in the Park will now be a drive-in event, a fall porch parade would be added to the schedule, and Sar-Ko-Aglow would be a virtual “flip the switch” event this year with the lights in the park turned on for the holiday season.

8. Sidewalk Repair Program update

*Municipal Services staff will present an update on the Sidewalk Repair Program.*

Charlie Love, Assistant Municipal Services Director, presented the plans for the 2020 Sidewalk Repair Program. He stated that Lenexa has approximately 232 lane miles of sidewalk, not including trails, which would stretch almost to St. Louis, MO.

Mr. Love said that the focus for sidewalk repairs in 2020 would be in the Falcon Ridge and Century Estates subdivisions. He added that gaps in the sidewalk network would be addressed in the 2021 program.

9. Public Safety Master Plan discussion on recommendations

*City staff and the project team will present an update on the Public Safety Master Plan recommendations.*



Todd Pelham, Deputy City Manager, introduced the project team for the Public Safety Master Plan and explained that the work of the team is complete.

Dean Roberts, MWL Architects, presented an overview of the master plan process from the beginning. He reviewed the pros and cons for constructing the public safety building at the existing 87<sup>th</sup> Street Parkway and the proposed Prairie Star Parkway locations. He added that the initial contemplation of reconstructing the existing building on the 87<sup>th</sup> Street Parkway site was no longer under consideration due to the extent of repairs needed in the existing building. He stated that the team recommends constructing the building on the Prairie Star Parkway sites.

A discussion took place about the project with Governing Body members sharing support of the move to the new site.

Mr. Pelham stated that staff would bring the plan back for final acceptance at the next City Council meeting.

### **ADJOURN**

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

The meeting adjourned at 8:41 PM.

# Proclamation

**WHEREAS**, the City of Lenexa, Kansas continues to explore ways to improve water quality, explore ways to manage residential consumption of water, and to inspire its residents to care for our natural resources; and

**WHEREAS**, cities can engage in efforts to inspire their own communities, as well as their neighboring cities, to become better environmental stewards; and

**WHEREAS**, the City of Lenexa is participating in the ninth annual National Mayor's Challenge for Water Conservation presented by the Wyland Foundation, a non-profit challenge to residents to encourage pollution reduction and smart water use; and

**WHEREAS**, with the encouragement of their Mayors, residents may register their participation in their city's Challenge, online, by making simple pledges to decrease their water use and to reduce pollution for the period of one year, thereby assisting their cities to target mandated water quality standards; and

**WHEREAS**, from August 1-31, 2020, the City of Lenexa wishes to encourage its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at [www.mywaterpledge.com](http://www.mywaterpledge.com) to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills.

**NOW, THEREFORE**, I, Michael A. Boehm, Mayor of the City of Lenexa, Kansas do hereby recognize National Water Quality Month and proclaim August in the City of Lenexa to be

## WATER QUALITY MONTH

**IN WITNESS WHEREOF**, I have hereunto set my hand this 4th day of August, 2020.

**2020 ANNUAL REPORT TO THE GOVERNING BODY**  
**LENEXA ARTS COUNCIL**  
**AUGUST 4, 2020**

Art is a vital part of our community. Art stimulates business and economic growth, drives tourism and inspires our citizens. Art plays a major role in making a community a special place and helping people create memories. We saw strong indication of the importance of art in the Lenexa Vision 2040 process, and now, during this unprecedented time of COVID-19, we are seeing more than ever how important art is to residents of all ages as they find new ways to spend their time during social distancing.

We are grateful for the Governing Body's and our community's tremendous support of the arts. We are also fortunate to have a dedicated group of volunteers who share their passion for the arts and work tirelessly to provide outstanding art opportunities in visual, performing and literary arts, for our community. Last year, Arts Council members and other art volunteers put in 861 volunteer hours in service to our community. In addition, volunteer musicians contributed another 2,500+ hours to the 2019 season of the Lenexa Community Orchestra.

The Arts Council has worked hard the past few years to build partnerships and relationships in the community to continue to improve our art programming in Lenexa. I would like to share a few highlights from this past year as well as some exciting plans for the coming year, despite the challenges associated with the pandemic.

Our first season of **City Center Live**, held in partnership with the Johnson County Library last year, was a huge success. We offered a wide variety of performing arts programming including music, small theatrical performances, opera and dance. We were fortunate to get to feature the Kansas City Ballet Second Company performance just days before the shut-down due to COVID-19. Unfortunately, the remainder of the 2020 season has been cancelled, but we look forward to working with the Johnson County Library to plan a new season when it is safe to do so.

Next, I'd like to mention the **Lenexa Community Orchestra**. The objective of the orchestra is to provide high quality performances for all ages right here in our community, as well as to engage musicians and offer rewarding opportunities to connect with other musicians and create music together. The orchestra is a wonderful example of our community working together for this common good. Community Covenant Church has been a gracious host in providing a location for the concerts, offering technical support and volunteer staff, and even organizing cookie receptions following concerts last year. Shawnee Mission West High School and Westridge Middle School have been a tremendous support in allowing us to borrow large instruments, chairs, music stands and sheet music. Local businesses and community members have provided financial support. And, about 100 volunteers devote thousands of hours (as noted earlier) as musicians, librarians, and setup/tear-down crews to make sure the concerts are high quality.

Sadly, concerts this summer (which would have been our 4<sup>th</sup> season) had to be cancelled. But, our conductor, Richard Ryan, who wanted to find a way to stay engaged with our valuable volunteer community, created and implemented a virtual lecture series featuring high profile speakers on topics designed specifically for the orchestra members. While we couldn't provide concerts for our community this year, we are working hard to maintain relationships with our volunteers and other supporters so that we can continue this successful program in the future when it is safe to gather again.

Coordinating exhibits in the beautiful **City Hall Art Gallery** has been another big focus for the Arts Council. In addition to numerous monthly shows featuring quality 2D and 3D artists, we continued the popular annual shows including the HeART of Lenexa, Digital Dimensions photography show, High School Student Art Show, and we're getting ready for the 29<sup>th</sup> annual Lenexa Artists' Show, which features only artists who are Lenexa residents. Despite challenges with COVID-19, this year's show is expected to be one of the best yet with 33 artists and more than 50 pieces of art. Since it's not safe to gather, we are working on plans for a fun and memorable virtual awards ceremony on Aug. 27. You are welcome to join us!

We're excited about the upcoming 6th season of the **Lenexa Outdoor Concert Series**. Normally, we hold concerts in May, June and September, but this year with the closures in the spring, we cancelled concerts in May and June. I'm happy to share that we have been able to reschedule the bands, and concerts will resume, with social distancing, starting on August 30 and continue into October. This program typically includes 6-8 concerts on Sunday evenings in the beautiful Sar-Ko-Par Trails Park. We receive great feedback every year about how much our patrons love the wide variety of music and also the wonderful vibe and relaxing atmosphere at the park.

Last year, we also revived our former outdoor theater event and introduced **Theater on the Trail**. This fun event combined a leisurely paced walk and a live theater performance with the beautiful Black Hoof Park as the setting. We partnered with Shawnee Mission Northwest High School repertory theater to present the hilarious production of "The Complete Works of William Shakespeare [Abridged]." During this ever-changing time, we are working on plans for this year and we hope to be able to host another performance in October.

Finally, I would like to share plans for two new exciting opportunities that will involve community partnerships and engagement in the future.

First, the Arts Council is pleased to have the opportunity to work with the Rotary Clubs of Lenexa and Western Johnson County as well as Parks & Recreation on a new project called the Peace Pole Project. This program will involve a juried contest to include artists, community members and groups who will be selected to decorate poles with original art and messages of peace. The poles will be placed in parks and along trails throughout the community. Planning is just getting underway, but we anticipate that the poles will be on display next spring. After the display period ends, we are considering auctioning off the peace poles so community members can continue to enjoy them. Any funds raised from

the auction could then be put back into the program for a future display.

One of the Arts Council's priorities is to continue to research and recommend public art for the community. The council has been working on an idea and hopes to pursue a new sculpture celebrating a prominent figure in Lenexa's history, James Cleveland Brown, the champion bricklayer who was instrumental in the construction of the original Santa Fe Trail Drive that runs through Lenexa. The Arts Council intends to propose that the sculpture be created to fit in with the reconstructed Senior Center complex in Old Town. We also envision a community engagement piece to further communicate the story and encourage participation. We look forward to bringing you a full proposal in the future.

These are just some of the highlights of the great arts programming we are offering the community. On behalf of the LAC, I want to thank you for your continued support of the arts in Lenexa. Without your backing and support, these great art opportunities would not be possible. I would be happy to entertain any questions or comments.

Submitted by Emily Behrmann, LAC chair





# LENEXA ARTS COUNCIL

## Strategic Plan - 2019

Wayne Dothage  
LAC Strategic Planning Chair  
Presented July 2020

## **Introduction**

In 2019, the Lenexa Arts Council (LAC) voted to undergo a strategic plan evaluation of its mission statement and the programming needs of community stakeholders. The Arts Council discussed the possibility of working with a professional in the field of strategic planning but decided to develop the strategic plan in an extended, special meeting of the Arts Council and then evaluate its effectiveness.

A questionnaire was developed and patrons attending Arts Council events were asked to fill out the questionnaire in person or to go on-line and respond. In addition, the Arts Council members used the questionnaire during several weeks at the Lenexa Farmers Market.

The responses were collected and presented to the Arts Council before its strategic planning meeting. The charge for the Council was as follows:

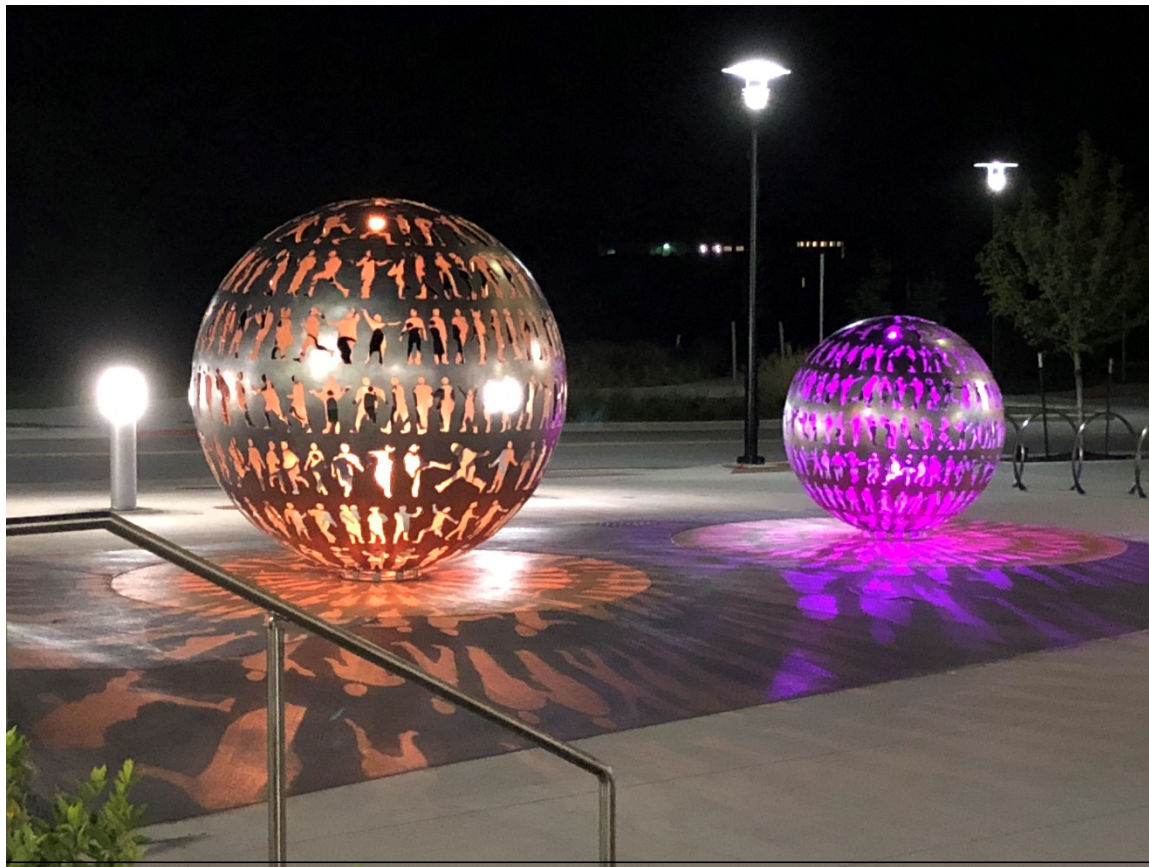
- Evaluate the current mission statement to see if it is relevant to the current programming of the Arts Council
- Evaluate existing programs to see if they are meeting the needs of resident stakeholders
- Evaluate the unmet needs of the resident stakeholder to see if any programs should be added to the programming
- Evaluate programs that were not well-attended and the reasons given for non-attendance to see if they need to be revised or removed from programming

The result is the Strategic Plan of the Lenexa Arts Council presented to the Governing Body. The Arts Council wishes to thank Susanne Neely for coordinating the survey results and all Lenexa and area residents who responded to the survey. The Lenexa Arts Council feels that this plan provides a vision for the future to meet the needs of patrons in the coming years.

Lenexa Arts Council

Emily Behrmann (chair), Dale Trott (vice-chair), Jess Collins, Wayne Dothage, Cheryl Kimmi, Rob Robinson, Judy Tuckness, Jennifer Wampler, Claire Ward

## Public Art



**VISION:** Provide quality public art to celebrate Lenexa’s history and future, to be enjoyed by current and future residents.

**HISTORICAL PERSPECTIVE:** Lenexa has been amassing its public art collection since the early 1980s, and the city currently has more than 20 two-dimensional and three-dimensional pieces.

On February 19, 2013, the public art master plan was presented to the City Council and accepted.

[https://www.lenexa.com/Assets/departments/parks/pdfs/public\\_art\\_master\\_plan.pdf](https://www.lenexa.com/Assets/departments/parks/pdfs/public_art_master_plan.pdf)

Since then, public art pieces, “Frenzied Flight” by Robin Richerson was installed in Central Green in 2015 and “Amusing Breeze” by Chris Duh was installed in Sar-Ko-Par Trails Park in 2016.

Also in 2016, with construction of the new Lenexa Civic Campus at City Center, the City engaged Steven Boody, of Public Art & Practice, to develop a public art master plan for the rapidly growing City Center, with particular focus on the new civic campus, which includes City Hall, Rec Center, Public Market, Johnson County Library and parking garage. The city appointed a

Public Art Committee (PAC) comprised of the project architect, members of the Lenexa Arts Council, the Lenexa Planning Commission, Parks and Recreation Advisory Board, and City staff, who worked with public art consultants to create a public art master plan for City Center.

The PAC selected two public art pieces that were installed on the Civic Campus: “Body Politic” by Joe O’Connell, installed between the Recreation Center and parking garage in the summer of 2018 and “Splash,” by Shan Shan Sheng, installed inside the Recreation Center in December 2018.

#### **WHAT DOES YOUR COMMITTEE SEE AS THE MASTER PLAN FOR THE NEXT 1-3 YEARS?**

- The LAC is focusing on a long-range plan to guide public art acquisitions and installations throughout the city, including a signature piece, or pieces, for gateway areas within the community.
- The LAC plans to obtain community input by adding questions to the survey that will be conducted as part of the Parks master planning process. Input may provide guidance on priority art placement and other arts programming. Following the survey, the LAC intends to follow up to obtain more in-depth input through community engagement efforts, similar to the PAC process that was developed by the consultant for the civic campus. This will also allow us to create community buy-in.
- When possible, the LAC plans to incorporate art into public projects such as parks and roads. The LAC will consider the Old Town Study, Community Center Study, Complete Streets, and the proposed Public Safety complex plans. The LAC will also coordinate with city engineering staff for road/bridge project opportunities and parks & recreation for art opportunities in public parks.
- The LAC plans to explore a public art sculpture for Old Town (in particular, a piece depicting historical figure, Jim Brown, champion bricklayer). The LAC plans to coordinate with Old Town construction, including the Senior Center renovation project. Additional discussion with staff and the Governing Body will occur
- The LAC also plans to continue looking for viable locations for existing public art pieces that are currently in storage.

## Lenexa City Center Gallery



**VISION:** The goal for the Lenexa Arts Council is to organize art exhibits in the Lenexa City Hall Art Gallery. This will provide the opportunity for artists to advance their creative ideals and inspirations by displaying their work in a public venue.

**HISTORICAL PERSPECTIVE:** The Lenexa Arts Council hosts monthly invitational exhibitions and receptions with selected local artists/group collectives and educational institutions. The Lenexa City Center Gallery has three architecturally designed exhibit spaces for 2D and 3D art. These spaces are the Lobby on the main floor, the second main floor space on the east side of the central staircase and the second floor gallery wall, located outside the City offices. The Gallery hosts annual juried shows with local art experts acting as judges of the submitted artworks. The judges select which pieces are to be shown and select the prize winners: The prizes that are awarded are funded from the LAC annual budget. The prizes are then awarded at a special ceremony, hosted by the LAC.

### **WHAT DOES YOUR COMMITTEE SEE AS THE MASTER PLAN FOR THE NEXT 1-3 YEARS?**

- Engage and improve the quality of life, and educate the community through the promotion of public art exhibitions.
- Showcase invitational exhibitions with selected artists invited to exhibit.



- Enable resident and local artists to gain stature and attract a following through our gallery shows by promoting their work in solo and group shows.
- Host monthly art exhibitions and receptions in the new Civic Center.

## Music



**VISION:** All Lenexa residents will have multiple opportunities to listen to and/or participate in a variety of genres of live music.

**HISTORICAL PERSPECTIVE:** Music has always been a part of the arts in Lenexa and supported by the Lenexa Arts Council. Historically, the Arts Council has funded live music performances at city festivals such as the Spinach Festival, Lenexa Art Fair, Chili Challenge and others. In 2015 the Arts Council reintroduced an outdoor performance series continuing a series that the Lenexa Arts Council supported nearly 15 years ago.

### **WHAT DOES YOUR COMMITTEE SEE AS THE MASTER PLAN FOR THE NEXT 1-3 YEARS?**

Over the next three years (2020-2023) the Music Committee plans to maintain and grow, where necessary, the quality of existing programs. The ultimate goal is to provide the highest quality music experiences in a variety of genres.

#### **Current programs**

- Summer concert series – Maintain series in its current form.
- Music sponsorship for festivals. Maintain the level of funding and quality of existing music sponsorships.
- Lenexa Community Orchestra – Founded in 2017, the LCO performs three concerts each summer in June, July and August. The orchestra is conducted by a professional conductor, all players are volunteers and have the option to participate in as few as one or as many as all three concerts. Though initially the plan was to have all concerts

outdoors at the festival plaza on the Lenexa civic campus, the nature of symphonic music and its instruments as well as the harsh and unpredictable weather, all concerts now take place at Community Covenant Church.

- Additional Music performances are either under other strategic initiatives, such as City Center Live (a cooperative program with the Johnson County Library), or are engaged by other departments of the City of Lenexa (live music in the Public Market and Farmers Market.)

## Performing Arts



**VISION:** Our vision is to promote live theatre experiences in Lenexa

**HISTORICAL PERSPECTIVE:** Theatre Hike of Chicago has been well received by the Lenexa community for five years. In 2019 this experience was offered to a local high school theatre group, Shawnee Mission Northwest Repertory Theatre Class. Considered to be very successful, this will be a good format to continue.

### **WHAT DOES YOUR COMMITTEE SEE AS THE MASTER PLAN FOR THE NEXT 1-3 YEARS?**

The objective is to continue to offer opportunities for community experiences with theater

- Explore how we can offer theatrical opportunities to other schools in our community
- Support other theater experiences in our community.
- Promote field trips to live theatrical events.
- LAC should continue to co-host with the Johnson County Library and host City Center Live with theater opportunities
- Support children's theater experiences with the Lenexa Parks and Recreation Department. Currently, the city works with Missoula Children's Theatre.



## City Center Live



**VISION:** The vision of the City Center Live program is to leverage the combined resources of the City of Lenexa and the Johnson County Library to produce a series of varied performing arts experiences for our residents and patrons. These performances will range from music, to dance, to theater, to poetry and will be performed at venues within the City Center Campus such as the Community Forum and the outdoor stage in the Community Plaza.

**HISTORICAL PERSPECTIVE:** The program was conceived in 2018 when it was recognized that the Community Forum would be an excellent venue for several performances during the colder, winter months. The Johnson County Library (JCL) had a similar program at the Johnson County Arts & Heritage Center. However, that venue became problematic due to staffing issues in late 2018, and the Arts Council was asked if we would provide a venue for that performing arts series. It turned out that the JCL series provided a test of what the combined program would look like. After the City developed a logo and branded the new series “City Center Live” the joint program kicked off in January 2019. In 2019 there were eight performances (one was cancelled due to inclement weather) ranging from folk, jazz, big band and country music, to a



one-man play on Shakespeare, and a performance by Actor's Choice. Attendance at the performances ranged widely from 30 to over 200.

The joint program is conditioned on participation by the Johnson County Library but is expected to continue with or without the library, albeit with a somewhat reduced performance schedule. Currently the Arts Council alternates with the Library to cover the fees for the performers.

#### **WHAT DOES YOUR COMMITTEE SEE AS THE MASTER PLAN FOR THE NEXT 1-3 YEARS?**

The City Center Live Committee will seek to grow our audiences for our performances over the next 3 years through marketing and word-of-mouth. We will continue to seek unique experiences in all of the performing arts to reach the varied Lenexa and Johnson County Library residents and patrons, respectively.

## Literary Arts



**VISION:** Our vision is to promote, education and proliferate the Literary Arts in Lenexa

**HISTORICAL PERSPECTIVE:** During the past few years, our flagship literary program offering has been the “Sunflower Poetry Slam and Open Mic.” It has evolved over time, but we have settled into a routine of holding the events in the City Center Community Forum on Thursday’s once a month. The events, hosted by Poet Jen Harris, regularly draws about 20 people with about 6 people typically competing for the \$50 prize. Beginning in 2020, the event is changing to an open mic format only in an effort to attract more people to participate.

### **WHAT DOES YOUR COMMITTEE SEE AS THE MASTER PLAN FOR THE NEXT 1-3 YEARS?**

This continues to be a new area for the LAC and it is the intent to focus on solidifying and growing the slams before taking on new efforts. The objective over the next few years is to explore the subject by implementing a variety of low-cost highly visible programs consistent with the vision and measure the community’s reception to it. Those that are popular will be invested in and expanded upon. Those that aren’t will be curtailed prior to any larger investment. Initial activities will include but not be exclusive to:

- Initiate relationships with the Writer’s Place, public libraries and other organizations to see how we can complement their ongoing activities in this area.
- Study how we can better support Lenexa residents who are emerging authors and professional writers.

## **PUBLIC IMPROVEMENT MAINTENANCE AGREEMENT**

This Public Improvement Maintenance Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Lenexa, Kansas, with its principal office located at 17101 W. 87<sup>th</sup> Street Parkway, Lenexa, Kansas 66219 ("City") and Unified School District 232 (USD 232) with administrative offices located at 35200 W. 91<sup>st</sup> Street, De Soto, Kansas 66018.

**WHEREAS**, USD 232 currently owns property located at the northeast corner of Mize Road and 83<sup>rd</sup> Street in the City of Lenexa (the "Property"), which is legally described as follows:

All of Lot 1, DE SOTO SCHOOL DISTRICT CENTRAL CAMPUS, FIRST PLAT, a subdivision in Lenexa, Johnson County, Kansas. And

All that part of the Northeast Quarter of Section 29, Township 12 South, Range 23 East, Johnson County, Kansas, being more particularly described as follows:

COMMENCING at the Southwest corner of said Northeast Quarter; thence North 02°04'19" West along the West line of said Northeast Quarter of said Section 29 a distance of 1263.13 feet; thence departing said section line, North 87°55'41" East a distance of 40.00 feet to the Southwest corner of Lot 1, De Soto School District Central Campus, First Plat, a subdivision in Lenexa, Johnson County, Kansas, said point lying on the East Right-of-Way line of Mize Boulevard and being the POINT OF BEGINNING; thence North 88°00'09" East along the South line of said Lot 1 a distance of 625.61 feet; thence South 02°04'19" East a distance of 192.06 feet; thence North 88°20' 51" East a distance of 117.57 feet; thence North 01°39'09" West a distance of 16.89 feet; thence North 88°20'51" East a distance of 871.78 feet to the Southeast corner of Tract "A", De Soto School District Central Campus, First Plat; thence South 02°04'19" East a distance of 1031.70 feet to the North Right-of-Way line of 83rd Street ; thence South 88°20' 11" West along said North line a distance of 1299.09 feet; thence North 84°16.'02" West a distance of 116.52 feet; thence South 88°20'11" West a distance of 165.45 feet; thence North 46°52'03" West a distance of 21.44 feet to the East Right-of-Way line of Mize; thence North 02°04'19" West along said East line a distance of 699.72 feet; thence North 31°48'29" East a distance of 75.34 feet; thence North 02°04'19" West a distance of 101.57 feet; thence North 46°55'28" West a distance of 87.91 feet; thence North 02°04' 19" West a distance of 247.29 feet to the POINT OF BEGINNING. Containing 1,743,844 Square Feet or 40.033 acres, more or less, a subdivision in the City of Lenexa, Johnson County, Kansas

**WHEREAS**, USD 232 is constructing a Career & Technical and Early Childhood Center, a warehouse and a fieldhouse with Final Plan PL20-02F approved on January 6, 2020 ("CTEC"); and

**WHEREAS**, as part of the CTEC project certain public improvements will be constructed adjacent to the Property along Mize Road, which will require the demolition and reconstruction of a portion of Mize Road and its associated infrastructure (“Public Improvement”); and

**WHEREAS**, USD 232 will cause the construction of the Public Improvement in accordance with the City’s standards for construction of public improvements and all applicable final plans; and

**WHEREAS**, USD 232 will be responsible for the repair and maintenance of defective work associated with the Public Improvement for a period of two (2) years following acceptance of the Public Improvement by the City; and

**WHEREAS**, the parties have entered into discussions and reached certain understandings with regard to the Public Improvement and the maintenance thereof.

**NOW THEREFORE**, in furtherance of the agreements reached between the City and USD 232 with respect to the Public Improvement, and for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and USD 232 agree as follows:

1. USD 232, as part of its construction of CTEC, will construct the Public Improvement in accordance with the City’s standards for construction of public improvements and all applicable final plans that have been approved by the City which is attached hereto as **Exhibit A** and incorporated by reference. Further, USD 232 shall cause the Public Improvement to be constructed with such materials and in such a manner that the Public Improvement shall endure without need of repairs or maintenance of defective work for a period of two (2) years from and after the completion and acceptance by the City’s Governing Body. The City shall be permitted to inspect the Public Improvement construction in accordance with its policies, procedures and standards for construction of public improvements.
2. The cost of the Public Improvement shall be borne by USD 232. An estimate of the cost of the work is attached hereto as **Exhibit B** and incorporated herein by reference.
3. Upon USD 232’s completion of the Public Improvement, City shall inspect the Public Improvement in order to determine if it can be accepted by the City in accordance with the City’s customary practices regarding the acceptance of public improvements. Final acceptance of the Public Improvement shall be in the City’s sole discretion but shall not be unreasonably withheld.
4. From and after the completion of the Public Improvement and acceptance of the Public Improvement by the City’s Governing Body, if the Public Improvement requires repairs or maintenance within a two (2) year period, then USD 232 shall be responsible for causing such repair or maintenance including any incidental costs associated

therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect or the necessary repair and maintenance. USD 232's responsibility for such repair or maintenance shall not exceed the estimated cost of the Public Improvement set forth in the Exhibit B.

5. Unless otherwise amended in writing, this Agreement shall automatically terminate and be of no further force and effect two (2) years after completion of the Public Improvement and final acceptance of the Public Improvement by the City's Governing Body.
6. The parties hereto agree that should any provision of the Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision shall be null and void, but that the remaining provisions of the Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
7. For purposes of this Agreement, any required notices shall be deemed sufficiently given the third day following deposit in the U.S. mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the City:	If to USD 232
City of Lenexa	USD 232
Attn: City Attorney	Attn: Clerk of the Board
17101 W. 87 <sup>th</sup> Street Parkway	35200 W.91 <sup>st</sup> Street
Lenexa, KS 66219	De Soto, KS 66018
913-477-7620	913-667-6200

#### General Matters.

A. This Agreement shall be governed by and construed under the laws of the state of Kansas.

B. Neither party shall assign this Agreement without the written consent of both parties.

C. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, covering the same subject matter. This Agreement may only be modified



or amended only upon written instrument executed by the parties required to consent to such amendment.

D. No member of the Governing Body, official or employee of the City shall be personally liable to USD 232, or any successor in interest to USD 232, pursuant to the provisions of this Agreement or for any default or breach of the Agreement by the City.

E. No member of the Board of Education, official or employee of USD 232 shall be personally liable or obligated to perform the obligations of USD 232, pursuant to the provisions of this Agreement or for any default or breach of the Agreement by USD 232.

F. The signatories to this Agreement covenant and represent that each is fully authorized to enter into and to execute this Agreement on behalf of the above named party.

G. It is agreed that nothing in this Agreement is intended to, nor does it create or establish a joint venture between the City and USD 232, or as constituting any agency relationship

H. Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third party beneficiary.

I. The provisions contained in the "Contractual Provisions Attachment (form DA-146a, Rev. 06-12), attached hereto as Exhibit C, are hereby incorporated in this Agreement as required by Kansas.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and date first above written.

**CITY OF LENEXA, KANSAS ("City")**

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

ATTEST:

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

APPROVED AS TO FORM:

---

Sean McLaughlin, City Attorney

Unified School District 232

\_\_\_\_\_  
Danielle Heikes.  
President, Board of Education

**ATTEST:**

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

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

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



Walter P. Moore and Associates, Inc.  
1100 Walnut, Suite 1825  
Kansas City, Missouri 64106

816.701.2100  
walterpmoore.com

# LEFT-TURN LANE IMPROVEMENTS TO SERVE DE SOTO USD 232:MILL CREEK CTE/ECC 83RD AND MIZE BOULEVARD, LENEXA, KS 66227



100 S. KANSAS AVE., SUITE 200, OVERLAND PARK, KANSAS 66202  
781.464.1973 www.htkarchitect.com



## UTILITY COMPANY LISTINGS

**AT&T**  
Randal Gaskin  
9444 Nail Ave  
Mission, KS 66202  
Office (913) 383-6948

**Consolidated**  
Marty Hale  
14805 W 59th Street  
Lenexa, KS 66215  
Office (913) 322-8656

**Johnson County Wastewater**  
Mike Piner  
4800 Nall  
Olathe, KS 66202  
Office (913) 715-8537

**KCP&L**  
Jim Rice  
16215 W. 108th Street  
Lenexa, KS 66219  
Office (913) 894-3088

**Kansas Gas Service**  
Kyer Werth  
Engineering Department  
11401 W 89th Street  
Overland Park, Kansas 66214  
Office (913) 599-8928

**Charter Communications**  
Ron Frank  
8221 W. 118th  
Overland Park, Kansas 66213  
Office (913) 643-1961

**WaterOne**  
Karl Johnson  
10747 Renner Blvd  
Lenexa, Kansas 66219  
Office (913) 895-5767

**Google**  
Marshall Martens  
908 Broadway Blvd,  
Suite 617B  
Kansas City, MO 64105  
Office (415) 736-6597

## INDEX OF SHEETS

- 1 COVER SHEET
- 2 GENERAL NOTES
- 3 GENERAL LAYOUT & SURVEY REFERENCE
- 4 TYPICAL SECTIONS
- 5 CITY OF LENEXA STR. SECTION, JOINT LAYOUT, MONUMENT BOX
- 6 "PCN"
- 7 PLAN
- 8 GRADING AND EROSION CONTROL PLAN
- 9 GRADING AND EROSION CONTROL PLAN
- 10 DRIVEWAY DETAILS
- 11 STORM DRAINAGE PLAN & PROFILE
- 12 CITY OF LENEXA CURB & GUTTER AND JOINT DETAILS
- 13 CITY OF LENEXA ENTRANCE DETAILS
- 14 PAVEMENT MARKING & SIGNING PLAN
- 15 CITY OF LENEXA PAVEMENT MARKING DETAILS
- 16 CITY OF LENEXA PAVEMENT MARKING & SIGNING QUANTITIES
- 17 CITY OF LENEXA STORM SEWER DETAILS
- 18 CITY OF LENEXA EROSION & SEDIMENT CONTROL NOTES
- 19 CITY OF LENEXA EROSION & SEDIMENT CONTROL DETAILS
- 20 CITY OF LENEXA EROSION & SEDIMENT CONTROL DETAILS
- 21 CITY OF LENEXA EROSION & SEDIMENT CONTROL DETAILS
- 22 TRAFFIC CONTROL PLAN
- 23 DETOUR PLAN
- 24 CITY OF LENEXA TRAFFIC CONTROL DETAILS
- 25 CITY OF LENEXA TRAFFIC CONTROL TYPICAL DETAILS
- 26 DRAINAGE AREA MAP & CALCULATIONS
- 27 CROSS SECTIONS
- 28 CROSS SECTIONS
- 29 CROSS SECTIONS
- 30 CROSS SECTIONS
- 31 CROSS SECTIONS
- 32 CROSS SECTIONS

## SUMMARY OF QUANTITIES

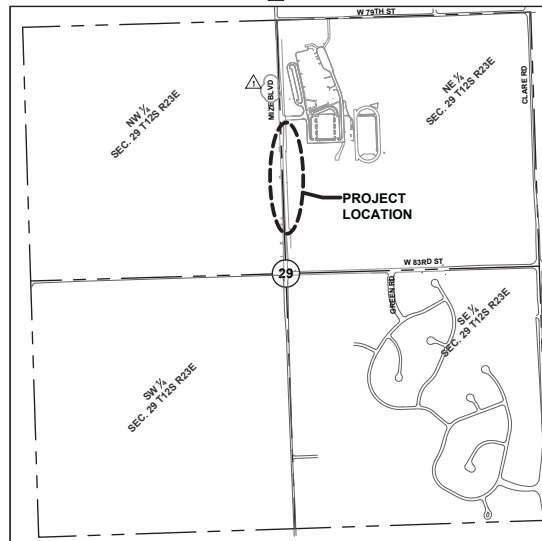
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2	GRADING	1	LS
3	COMPACTION OF EARTHWORK	1070	SY
4	ASPHALT CONCRETE SURFACE (2")	1030	SY
5	ASPHALT CONCRETE BASE (2")	1030	SY
6	ASPHALT MILLING (2")	110	SY
7	DRIVEWAY APRON, COMMERCIAL	136	SY
8	24" RCP STORM SEWER	73	LF
9	36" HDPE STORM SEWER	13	LF
10	24" RCP END SECTION	2	EA
11	36" RCP END SECTION	1	EA
12	4" SOLID DOUBLE YELLOW	1755	LF
13	4" SOLID WHITE	1001	LF
14	12" SOLID YELLOW	214	LF
15	6" SOLID WHITE	300	LF
16	LEFT TURN ARROW	1	EA
17	TEMPORARY TRAFFIC CONTROL	1	LS
18	ROCK DITCH CHECK	4	EA
19	SEDIMENT TRAP	2	EA

## PROJECT HORIZONTAL & VERTICAL CONTROL DATA

PROJECT COORDINATES:  
HELD-JOHNSON COUNTY PUBLIC WORKS #1095  
GRID NORTHING = 250251.9000  
GRID EASTING = 2204161.0000  
GROUND NORTHING = 250251.9000  
GROUND EASTING = 2204161.0000  
COMBINED SCALE FACTOR: 0.99992591  
ELEVATION = 1005.9700

BENCHMARK:  
CHISELED SQUARE ON SOUTHWEST CORNER OF CONCRETE  
N: 251762.3664, E: 2198008.9406  
ELEVATION=958.63'

BENCHMARK:  
CHISELED SQUARE ON NORTHWEST CORNER OF CONCRETE  
N: 250096.1007, E: 2198643.8256  
ELEVATION=970.38'



## VICINITY MAP

SCALE: 1" = 500'

## OWNER:

UNIFIED SCHOOL DISTRICT NO. 232  
35200 W. 91st Street, De Soto, KS 66018  
Contact: Steve Dechand, Director of Facilities  
Phone: (913) 667-6220  
Fax: (913) 667-6221

All existing utility locations shown are approximate only and are not guaranteed to be accurate or all inclusive. Contractor shall be responsible for contacting all utility companies and verifying the actual field locations of all utilities prior to any construction activity. Contractor shall keep all utility locations current. Utilities damaged through the negligence of the Contractor to obtain the proper field locations shall be the responsibility of the Contractor to repair or replace at their expense and at the direction of the utility company. The Contractor shall pit and survey all utility crossings including sanitary sewer laterals prior to construction of any portion of storm sewer, underdrains, conduit, and any other subsurface element of the project. The survey information shall be forwarded to the project Engineer for review. The Contractor shall not begin construction on any subsurface element on the project without approval of the project Engineer.

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND ABILITY THAT ALL LAND DISTURBANCE ACTIVITY, CONSTRUCTION, AND DEVELOPMENT ASSOCIATED WITH THIS PROJECT WILL BE PERFORMED PURSUANT TO THIS PLAN.

OWNER/DEVELOPER/OPERATOR/CONTRACTOR

DATE

PREPARED AND APPROVED BY:  
WALTER P. MOORE & ASSOCIATES, INC.  
1100 WALNUT, SUITE 1825, KANSAS CITY, MISSOURI  
CONTACT: MICHAEL HAAKE PHONE: 816-701-2117 EMAIL: MHAAKE@WALTERP-MOORE.COM

MICHAEL J. HAAKE, P.E.

12/20/2019

DATE

APPROVED BY:  
CITY OF LENEXA



ENGINEERING AND CONSTRUCTION SERVICES ADMINISTRATOR DATE  
CITY OF LENEXA, KANSAS

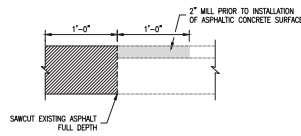
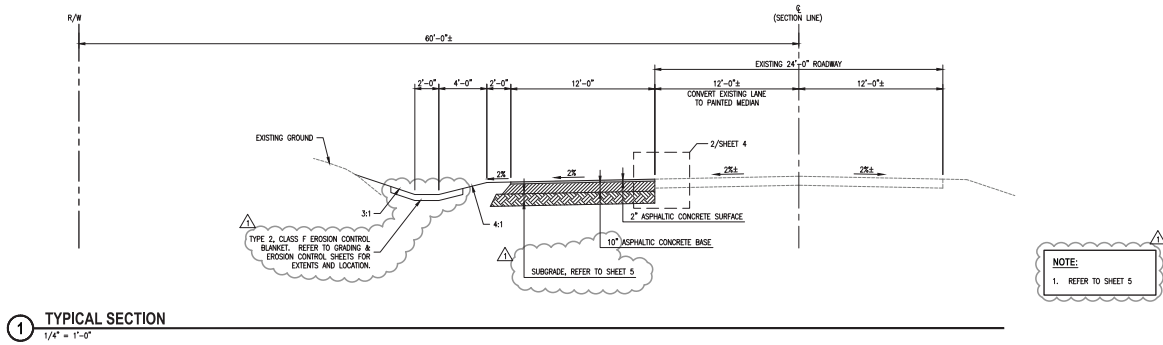




# EXHIBIT A



# EXHIBIT A



Walter P. Moore and Associates, Inc.  
1100 Walnut, Suite 100  
Kansas City, Missouri 64105  
816.701.2100  
waltermoore.com  
MO PE Corporation No. 1999041112

IN ASSOCIATION WITH



**LEFT-TURN IMPROVEMENTS TO SERVE DE SOTO USD 232 MILL CREEK CTE/ECC 83RD AND MIZE BOULEVARD, LENEXA, KS 66227**



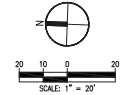
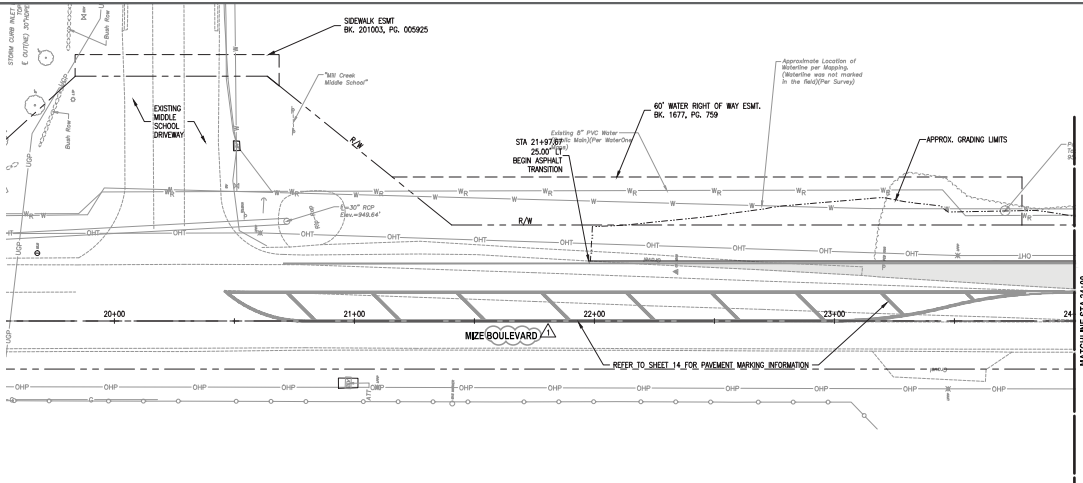
NO. DATE	SUBMITTALS
1 08/11/2020	CITY REVIEW COMMENTS
DESIGNED BY	M.J.H.
REVIEWED BY	M.J.H.
DRAWN BY	D.M.B.
PROJECT NUMBER	C08-18009-01
DATE	20 DECEMBER 2019
SHEET TITLE	

**TYPICAL SECTIONS**

SHEET NUMBER  
**4** OF 32  
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# EXHIBIT A



**walter p moore**

Walter P Moore and Associates, Inc.  
1100 Walnut, Suite 3025  
Kansas City, Missouri 64105

816.701.2100  
waltermoore.com  
MO PE Corporation No. 1999141112

IN ASSOCIATION WITH

**HTK**  
ARCHITECTS P.A.

PROJECT NAME

**LEFT-TURN IMPROVEMENTS TO SERVE DE SOTO USD 232 MILL CREEK CTE/ECC**  
83RD AND MIZE BOULEVARD,  
LENEXA, KS 66227

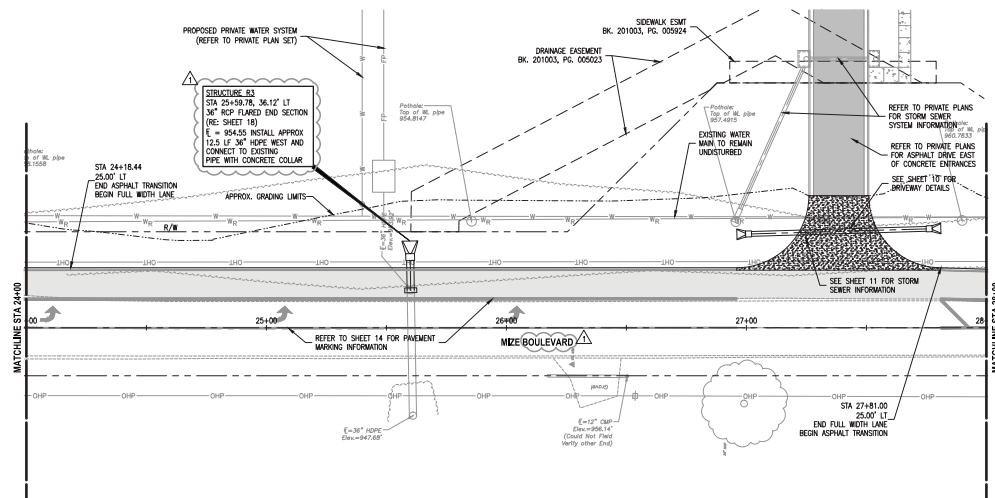


Michael J. Hagler, Professional Engineer Kansas License # 22813	
NO. DATE	SUBMITTALS
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DESIGNED BY	M.J.H.
REVIEWED BY	M.J.H.
DRAWN BY	D.M.B.
PROJECT NUMBER	C08-18009-01
DATE	20 DECEMBER 2019
SHEET TITLE	

**Lenexa** ENGINEERING REVIEW

**APPROVED**

By: **Tim Collins** 07/21/2020



PLAN

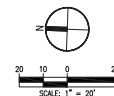
SHEET NUMBER

**6** OF 32

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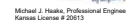
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# EXHIBIT A



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**LEFT-TURN  
IMPROVEMENTS  
TO SERVE  
DE SOTO USD 232  
MILL CREEK  
CTE/ECC  
83RD AND MIZE  
BOULEVARD,  
LENEXA, KS 66227**



NO.	DATE	SUBMITTALS
1	05/01/2020	CITY REVIEW COMMENTS
DESIGNED BY		
REVIEWED BY		M. J. H
DRAWN BY		M. J. H
		D. M. E
PROJECT NUMBER		C08-18009-09
DATE		20 DECEMBER 2011

PLAN

SHEET NUMBER



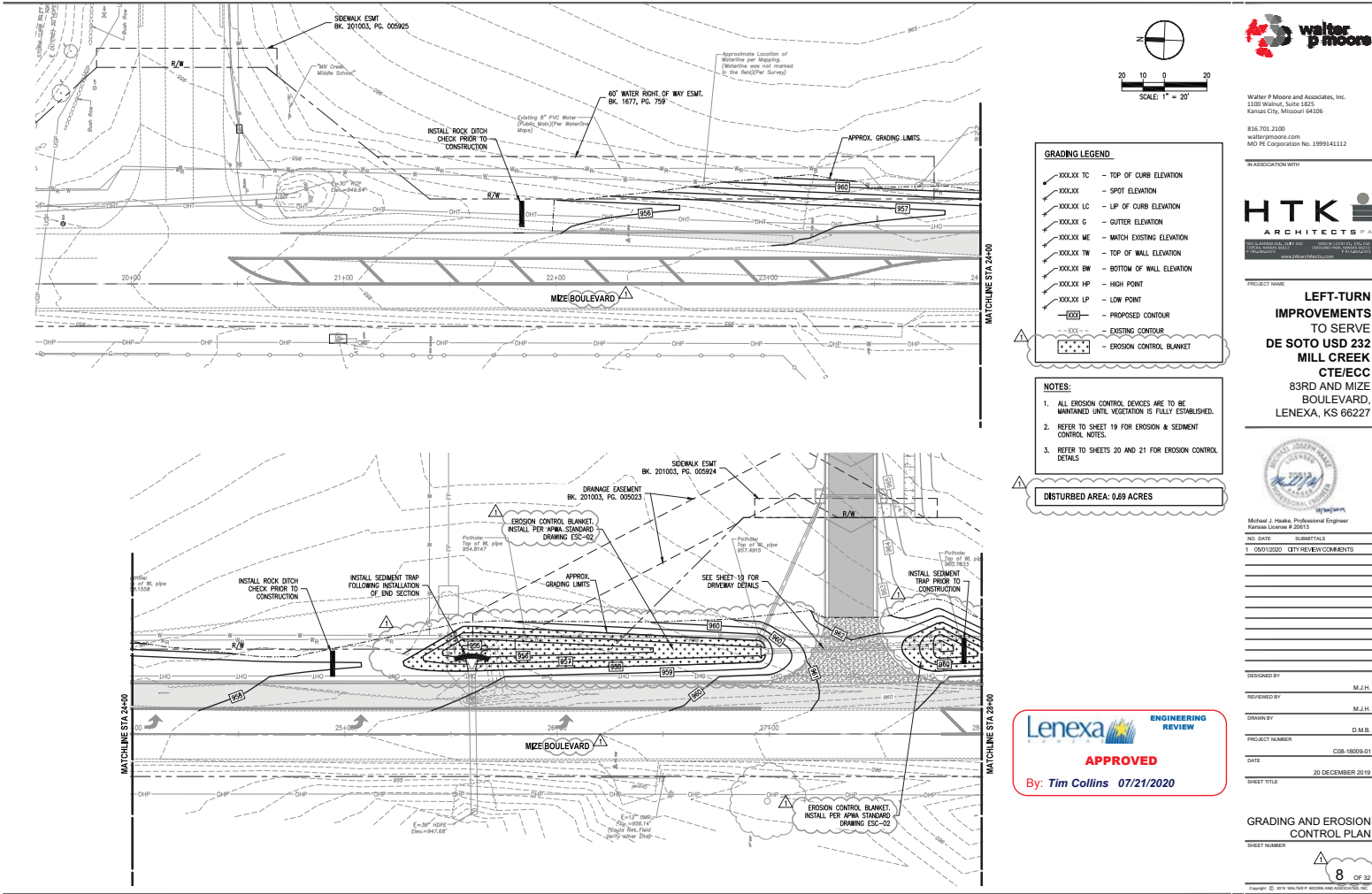
7 OF 3

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**APPROVED**  
 By: *Tim Collins* 07/21/2020

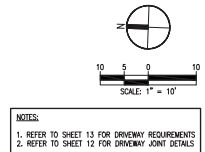


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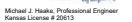




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C:\COP\2018\18059-01 De Solo 2018 Bond MII Creek CITE\Conf Sheets\Public Plans\Copy Instruments\18-18059-01-40-WF.dwg



IN ASSOCIATION WITH



**Lenexa**  **ENGINEERING REVIEW**

**APPROVED**

By: *Tim Collins* 07/21/2020

## DRIVEWAY DETAILS

SHEET NUMBER

10 OF 32

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**HTK**  
ARCHITECTS P.A.

1000 G. KAMBAK Pk., SUITE 200  
TUCKER, GEORGIA 30082

1000 N. 110TH ST., SUITE 100  
DUBLAND PARK, GEORGIA 30128

PROJECT NAME  
**LEFT-TURN  
IMPROVEMENTS  
TO SERVE  
DE SOTO USD 232  
MILL CREEK  
CTE/ECC  
83RD AND MIZE  
BOULEVARD,  
LENEXA, KS 66227**



Michael J. Hauke, Professional Engineer  
Kansas License # 20813

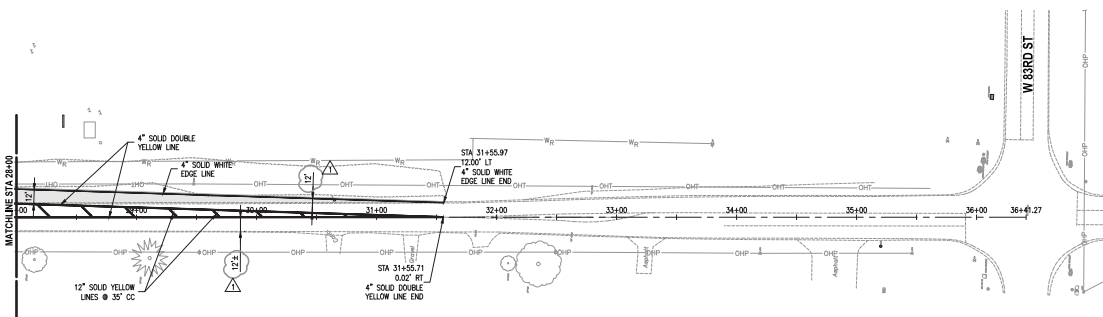
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PAVEMENT MARKING &amp; SIGNING PLAN

SHEET NUMBER

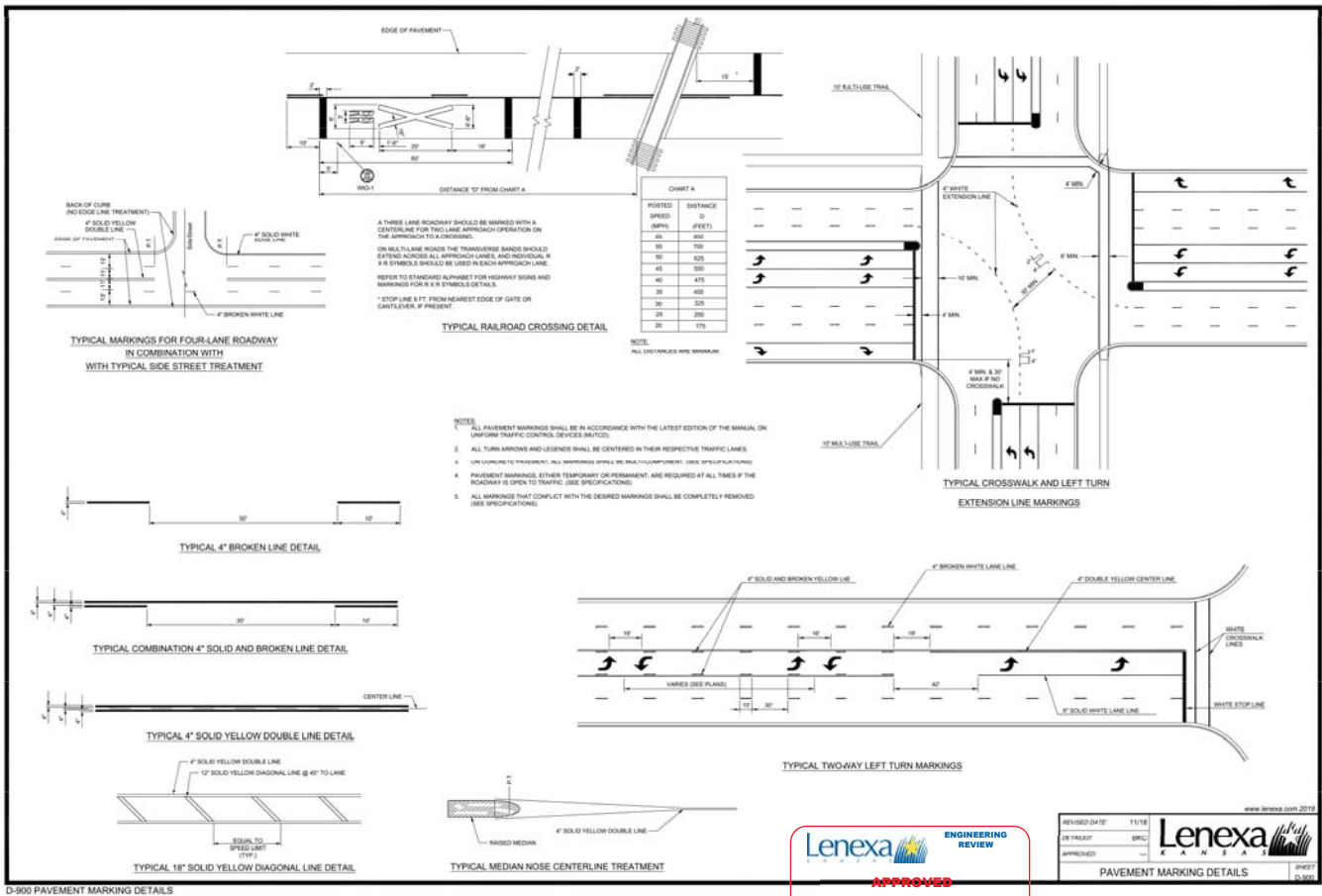
14

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**NOTES:**  
ALL EXISTING PAVEMENT MARKINGS IN CONFLICT WITH  
PROPOSED PAVEMENT MARKINGS SHALL BE COMPLETELY  
REMOVED.

# EXHIBIT A



**Lenexa**  
ENGINEERING REVIEW  
**APPROVED**  
By: Tim Collins 07/21/2020

REVISION DATE: 11/18  
DESIGNED BY: M.J.H.  
CHECKED BY: M.J.H.  
APPROVED BY: D.M.B.  
PROJECT NUMBER: C08-18009-01  
DATE: 20 DECEMBER 2019  
SHEET TITLE: PAVEMENT MARKING DETAILS  
SHEET NUMBER: 15 OF 32



Walter P. Moore and Associates, Inc.  
1100 Walnut, Suite 300  
Kansas City, Missouri 64105  
816.701.2100  
wpmoore.com  
MO PE Corporation No. 199914112



PROJECT NAME: LEFT-TURN IMPROVEMENTS TO SERVE DE SOTO USD 232 MILL CREEK CTE/ECC 83RD AND MIZE BOULEVARD, LENEXA, KS 66227



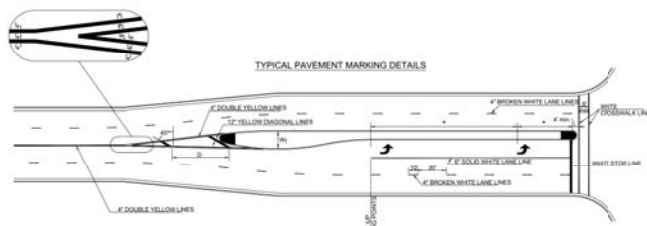
Michael J. Haggis, Professional Engineer  
Kansas License # 28813  
NO. DATE SUBMITTALS  
1 08/12/2020 CITY REVIEW COMMENTS  
DESIGNED BY: M.J.H.  
REVIEWED BY: M.J.H.  
DRAWN BY: D.M.B.  
PROJECT NUMBER: C08-18009-01  
DATE: 20 DECEMBER 2019  
SHEET TITLE: PAVEMENT MARKING DETAILS

CITY OF LENEXA  
PAVEMENT MARKING  
DETAILS

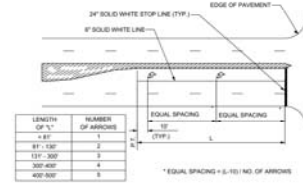


# EXHIBIT A

- NOTES:
- 1) \* VARIABLE, SEE SPACING SCHEDULE AND/OR PLANS FOR LOCATION
  - 2) D= POSTED SPEED LIMIT IN FEET P.E. 25MPH + 20' SPACING ADJUST IN THE FIELD FOR A MINIMUM OF 700'
  - 3) REFER TO SHEET D-900 FOR THE TURN ARROW SPACING INFORMATION

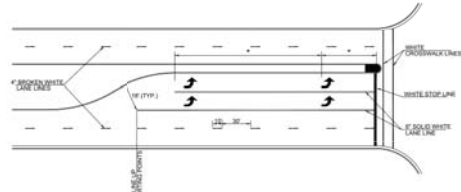
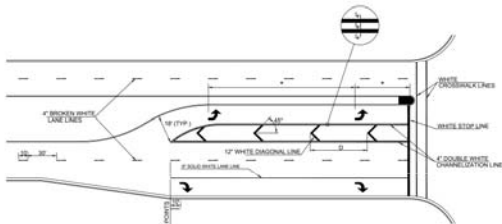


TYPICAL MARKINGS FOR A RAISED MEDIUM



LENGTH OF "L"	NUMBER OF ARROWS	EQUAL SPACING	EQUAL SPACING
1-10'	1	12'	12'
11'-15'	2	12'	12'
16'-20'	3	12'	12'
21'-25'	4	12'	12'
26'-30'	5	12'	12'

\* EQUAL SPACING = 5-10' NO. OF ARROWS



**Lenexa** **ENGINEERING REVIEW**

**APPROVED**

By: Tim Collins 07/21/2020

REVISION DATE	11/18
DESIGNED BY	BKC
APPROVED BY	

**Lenexa** **KANSAS**

PAVEMENT MARKING DETAILS 2

SHEET 2 OF 2



Walter P. Moore and Associates, Inc.  
1100 Walnut, Suite 305  
Kansas City, Missouri 64105  
816.701.2100  
wpmoore.com  
MO PE Corporation No. 1999141112



**LEFT-TURN IMPROVEMENTS TO SERVE DE SOTO USD 232 MILL CREEK CTE/ECC 83RD AND MIZE BOULEVARD, LENEXA, KS 66227**



Michael J. Hagler, Professional Engineer  
Kansas License # 28813

NO. DATE SUBMITTALS

1 08/12/2020 CITY REVIEW COMMENTS

DESIGNED BY M.J.H.

REVIEWED BY M.J.H.

DRAWN BY D.M.B.

PROJECT NUMBER C08-18009-01

DATE 20 DECEMBER 2019

SHEET TITLE CITY OF LENEXA PAVEMENT MARKING DETAILS

SHEET NUMBER 16 OF 32

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May 01, 2020 - 1:37pm  
C:\C06\2018\18059-01 De Soto 2018 Bond MII Creek CITE\CoS\Sheets\Public Plans\Sheet Improvements\15-16-18009-01-18-MIIC-07.dwg

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**ENGINEERING REVIEW**  
**APPROVED**  
 By: **Tim Collins** 07/21/2020

REVISED DATE:	12/18	
DETAILED:	BKC	
APPROVED:	---	
PAVEMENT MARKING & SIGNING QUANTITIES		



Michael J. Haake, Professional Engineer  
Kansas License # 20813

NO.	DATE	SUBMITTALS
1	05/01/2020	CITY REVIEW COMMENTS

DESIGNED BY  
M.J.H.

REVIEWED BY \_\_\_\_\_

\_\_\_\_\_  
DRAWN BY

PROJECT NUMBER \_\_\_\_\_ D.M.B.

C08-18009-01

20 DECEMBER 2019

SHEET TITLE

CITY OF LENEYA

CITY OF LENEXA  
PAVEMENT MARKING &

### SIGNING QUANTITIES

SHEET NUMBER    

17

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May 01, 2020 - 1:33pm  
N:\C06\2018\18009-01 De Soto 2018 Bond MII Creek CITE\Cof\Sheets\Public Plans\Sheet Improvements\18-18009-01-49-CSTM-01.dwg



IN ASSOCIATION WITH

PROJECT NAME: **LEFT-TURN  
IMPROVEMENTS  
TO SERVE  
DE SOTO USD 232  
MILL CREEK  
CTE/ECC  
83RD AND MIZE  
BOULEVARD,  
LENEXA, KS 66227**



NO.	DATE	SUBMITTALS
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1 06/01/2020 CITY REVIEW COMMENTS

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DESIGNED BY

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REVIEWED BY

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DRAIN BY \_\_\_\_\_

\_\_\_\_\_

PROJECT NUMBER

C08-180

DATE \_\_\_\_\_

20 DECEMBER

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SHEET TITLE

PROJECT TITLE

CITY OF LENE

STORM SEW

DETA

SHEET NUMBER



12

18

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May 01, 2020 - 1:52pm  
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[illegible][illegible][illegible]

D-500 EROSION AND SEDIMENT CONTROL



REVISED DATE:	11/18	 <b>Lenexa</b> KANSAS
DETAILED:	ERC	
APPROVED:	---	
<b>EROSION &amp; SEDIMENT CONTROL NOTES</b>		SHEET D-500

Michael J. Haake, Professional Engineer  
Kansas License # 20613

NO.	DATE	SUBMITTALS
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4	10/1/2013	1
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100	10/1/2013	1

NO.	DATE	SUBMITTALS
1	05/01/2020	CITY REVIEW COMMENTS

1-000012620 - CITY REVIEW COMMENTS

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DESIGNED BY \_\_\_\_\_

---

M.J.H.

REVIEWED BY:

---

M.J.H.

DRAWN BY

DRAWN BY D.M.B.

PROJECT NUMBER \_\_\_\_\_ D.M.B.

C08-18009-01

DATE \_\_\_\_\_

20 DECEMBER 2019

SHEET TITLE

CITY OF LENEYA

CITY OF LENEXA  
 FOREIGN & DOMESTIC

EROSION &amp; SEDIMENT CONTROL LISTED

### CONTROL NOTES

SHEET NUMBER



19

19 OF 32

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May 01, 2020 - 1:30pm  
X:\06\2018\1809-01 De Solo Creek CITE\Coof\Streets\Public Plans\Sheet Improvements\19-21-1\1009-01-40-ESC-07.dwg

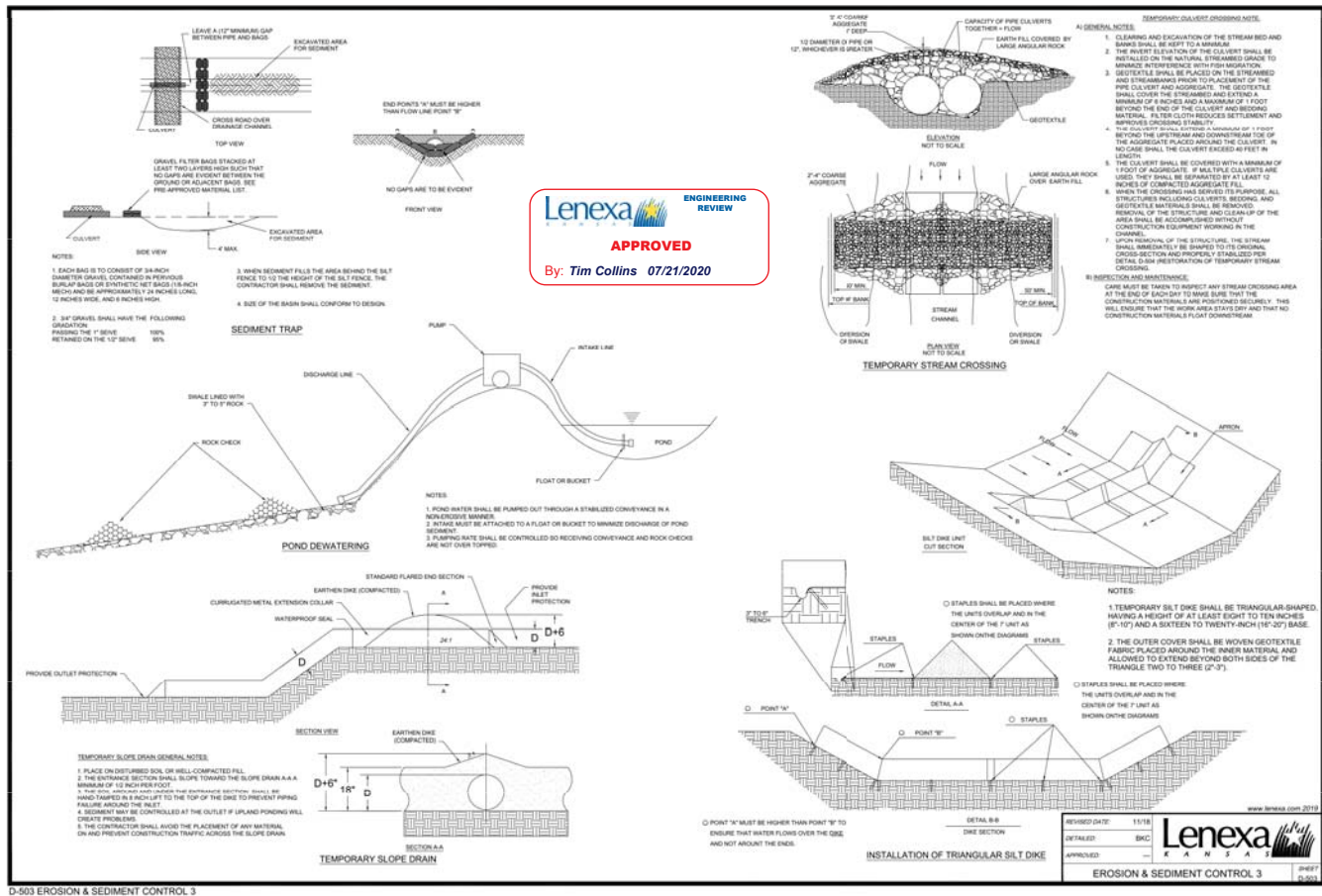


**LEFT-TURN  
IMPROVEMENTS  
TO SERVE  
DE SOTO USD 232  
MILL CREEK  
CTE/ECC  
83RD AND MIZE  
BOULEVARD,  
LENEXA, KS 66227**



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# EXHIBIT A



Walter P. Moore and Associates, Inc.  
1100 Walnut, Suite 3025  
Kansas City, Missouri 64105  
816.701.2100  
waltermoore.com  
MO PE Corporation No. 199914112

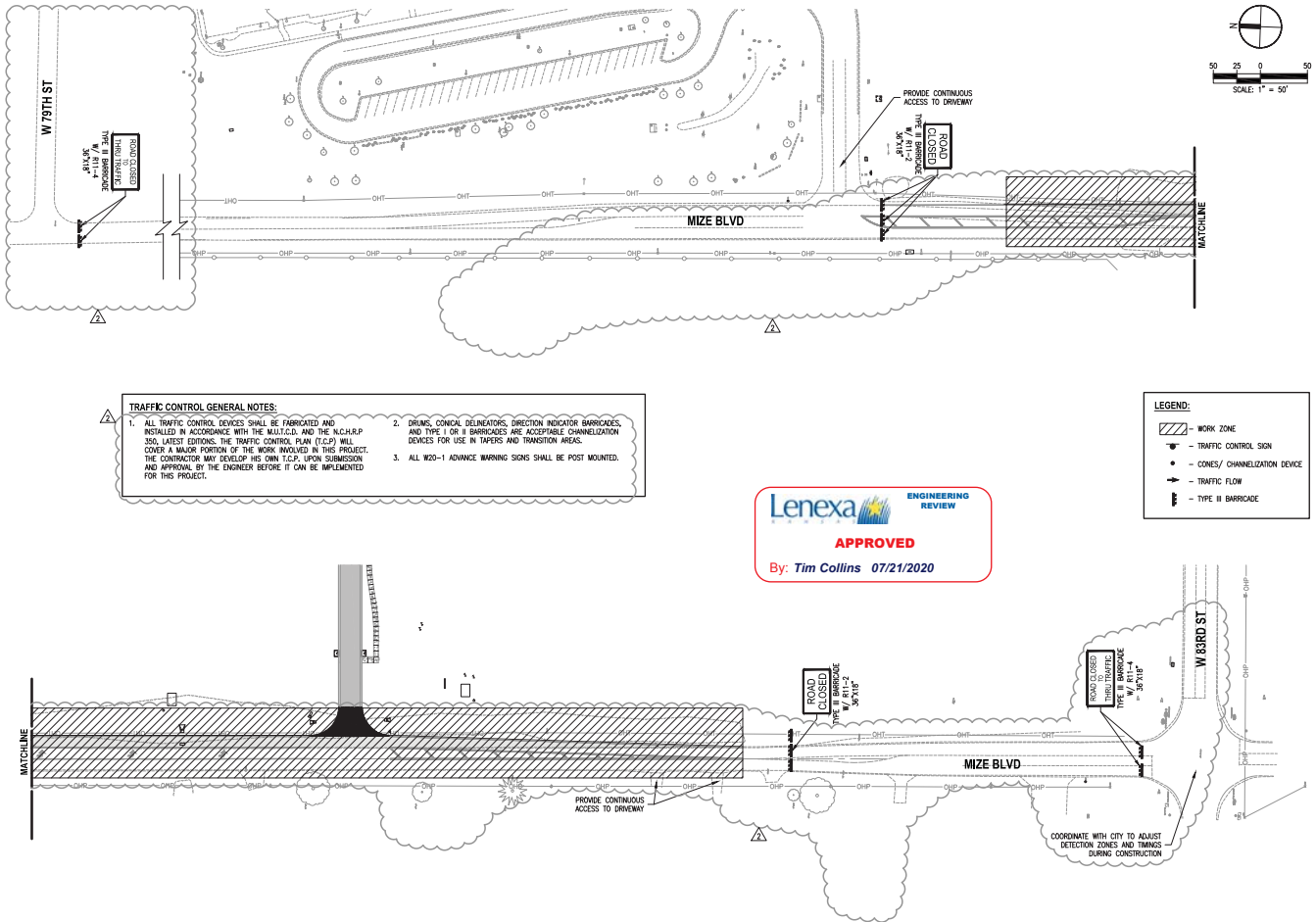


**LEFT-TURN IMPROVEMENTS TO SERVE DE SOTO USD 232 MILL CREEK CTE/ECC**  
83RD AND MIZE BOULEVARD, LENEXA, KS 66227



NO. DATE	SUBMITTALS
1 08/10/2018	CITY REVIEW COMMENTS
DESIGNED BY	M.J.H.
REVIEWED BY	M.J.H.
DRAWN BY	D.M.B.
PROJECT NUMBER	C08-18009-01
DATE	20 DECEMBER 2019
SHEET TITLE	CITY OF LENEXA EROSION & SEDIMENT CONTROL DETAILS

# EXHIBIT A



**walter p moore**  
Walter P Moore and Associates, Inc.  
1100 Walnut, Suite 1025  
Kansas City, Missouri 64105  
816.701.2100  
waltermoore.com  
MO PE Corporation No. 1999141112

**HTK**  
ARCHITECTS P.A.  
1100 Walnut, Suite 1025  
Kansas City, Missouri 64105  
816.701.2100  
htkarchitects.com

**LEFT-TURN IMPROVEMENTS TO SERVE DE SOTO USD 232 MILL CREEK CTE/ECC 83RD AND MIZE BOULEVARD, LENEXA, KS 66227**



Michael J. Hinkle, Professional Engineer Kansas License # 22613		
NO.	DATE	SUBMITTALS
1	05/11/2020	CITY REVIEW COMMENTS
2	07/11/2020	CITY REVIEW COMMENTS
DESIGNED BY		M.J.H.
REVIEWED BY		M.J.H.
DRAWN BY		D.M.B.
PROJECT NUMBER		C08-18009-01
DATE	20 DECEMBER 2019	
SHEET TITLE		

**TRAFFIC CONTROL PLAN**

22 OF 32

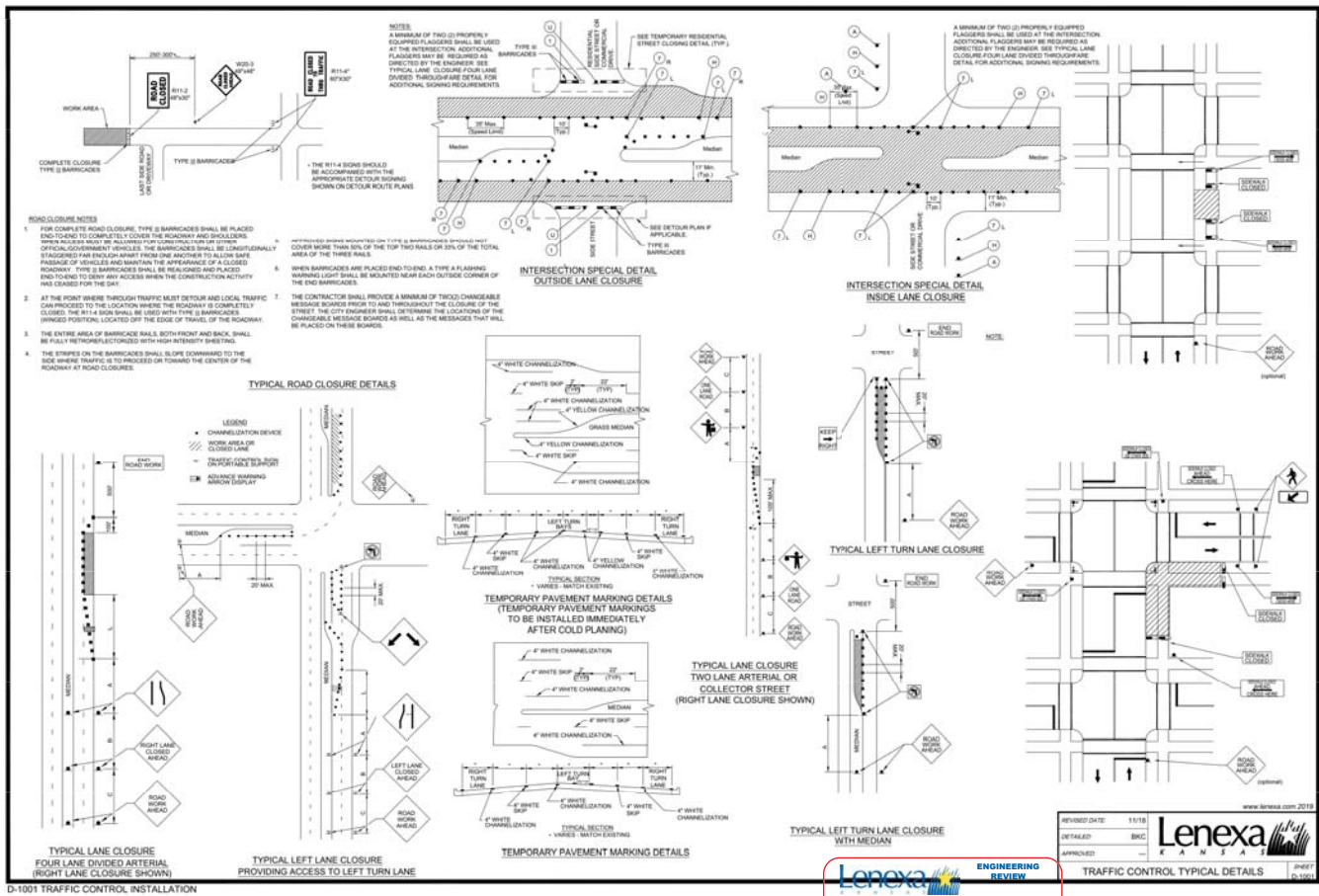


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# EXHIBIT A



**APPROVED**  
By: Tim Collins 07/21/2020



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1100 Walnut, Suite 3025  
Kansas City, Missouri 64105  
816.701.2100  
wpmoore.com  
MO PE Corporation No. 1999141112



**LEFT-TURN IMPROVEMENTS TO SERVE DE SOTO USD 232 MILL CREEK CTE/ECC**  
83RD AND MIZE BOULEVARD, LENEXA, KS 66227



Michael J. Hagler, Professional Engineer  
Kansas License # 28813  
NO. DATE SUBMITTALS  
1 08/10/2020 CITY REVIEW COMMENTS

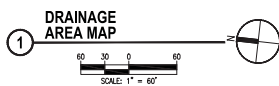
DESIGNED BY: M.J.H.  
 REVIEWED BY: M.J.H.  
 DRAWN BY: D.M.B.  
 PROJECT NUMBER: C08-18009-01  
 DATE: 20 DECEMBER 2019

CITY OF LENEXA  
TRAFFIC CONTROL  
TYPICAL DETAILS

SHEET NUMBER: 25 OF 32  
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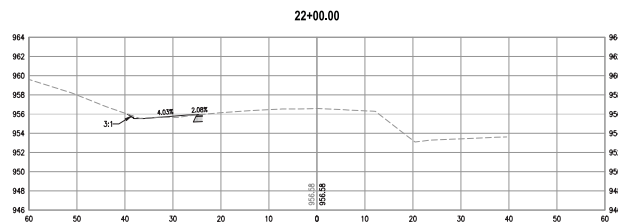
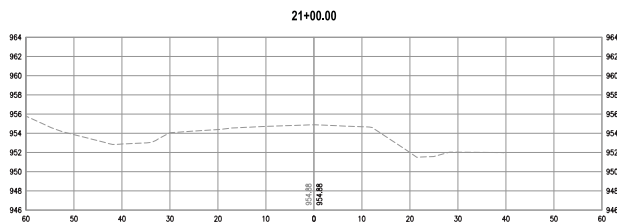
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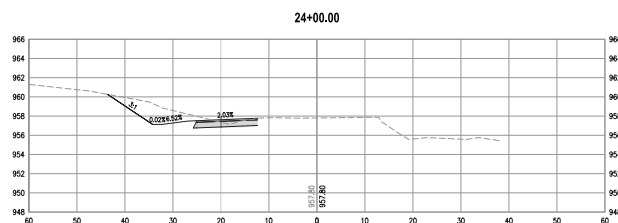
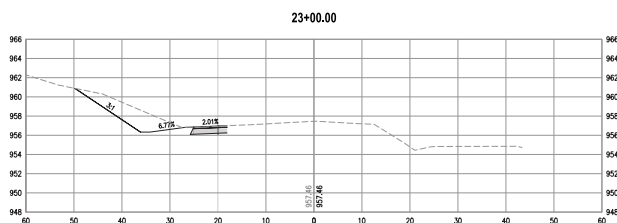
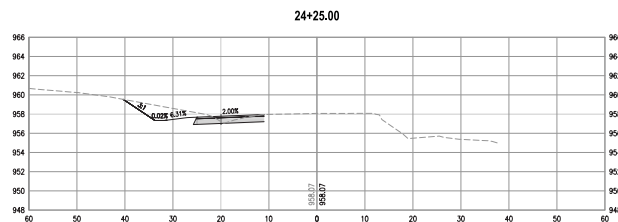
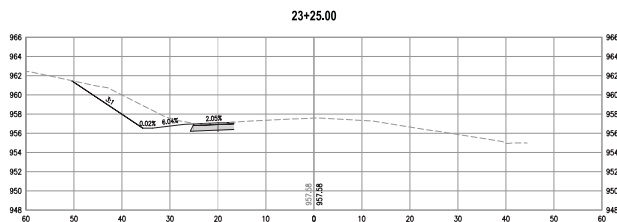
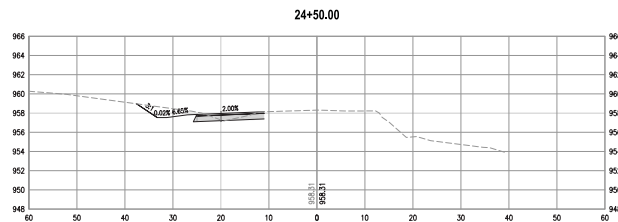
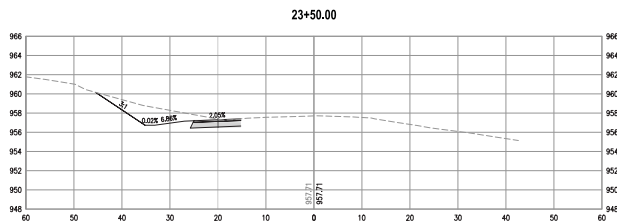
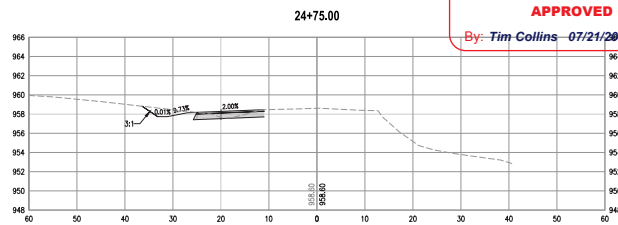
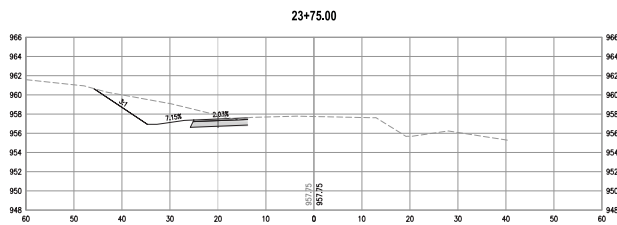
STORM DRAINAGE CALCULATIONS															
PROJECT: LEFT TURN LANE IMPROVEMENT TO SERVE DE SOTO CRESC															
50 YEAR DESIGN STORM EVENT															
LINE NO	PT/DO	K	C	INCHES (A) PER HOUR	ACCUUM. AREA (A) (SQ. FT.)	ACCUUM. PERIM. (P) (FT.)	ACCUUM. HYDRA. (H) (FT.)	Q (CFS)	Q (MGAL (GPM))	LENGTH (FT)	SLOPE (%)	PPE (FEET) (H)	PIPE (FEET) (H)	FLOW TIME (MIN)	COMMENT
N	R0	1.2	0.51	3.87	3.87	2.37	2.37	9.40	22.26	0.00	22.26				
	R0	1.2	0.51	1.70	5.95	1.04	3.65	9.40	8.77	29.53	39.31				
E	E3	1.1	0.54	0.30	0.30	0.18	0.18	8.53	1.52	0.00	1.52				
	E3	1.1	0.54	0.30	0.30	0.18	0.18	8.53	1.52	0.00	1.52				
	E3	1.1	0.70	0.08	0.38	0.06	0.24	8.53	0.52	1.02	2.04				



# EXHIBIT A



# EXHIBIT A




**APPROVED**  
 By: Tim Collins 07/21/2020



Walter P Moore and Associates, Inc.  
1100 Walnut, Suite 1825  
Kansas City, Missouri 64106  
  
816.701.2100  
walterpmoore.com  
MO PE Corporation No. 1999141112

IN ASSOCIATION WITH



PROJECT NAME  
**LEFT-TURN  
IMPROVEMENTS  
TO SERVE  
DE SOTO USD 232  
MILL CREEK  
CTE/ECC  
83RD AND MIZE  
BOULEVARD,  
LENEXA, KS 66227**



Michael J. Haake, Professional Engineer  
Kansas License # 20813

NO.	DATE	SUBMITTALS
4	06/14/2000	CITY OF NEW YORK

1. 06/01/2020 CITY REVIEW COMMENTS

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DESIGNED BY \_\_\_\_\_

REVIEWED BY \_\_\_\_\_ M.

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M.

D. I.

PROJECT NUMBER C08-1800

DATE 20 DECEMBER 2001

SHEET TITLE

CROSS SECTION



28 of 28

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# EXHIBIT A



Walter P. Moore and Associates, Inc.  
1100 Walnut, Suite 300  
Kansas City, Missouri 64105  
816.701.2100  
waltermoore.com  
MO PE Corporation No. 1999141112

IN ASSOCIATION WITH



**LEFT-TURN  
IMPROVEMENTS  
TO SERVE  
DE SOTO USD 232  
MILL CREEK  
CTE/ECC  
83RD AND MIZE  
BOULEVARD,  
LENEXA, KS 66227**



Michael J. Hagler, Professional Engineer  
Kansas License # 20813

NO.	DATE	SUBMITTALS
1	08/10/2020	CITY REVIEW COMMENTS

DESIGNED BY: M.J.H.

REVIEWED BY: M.J.H.

DRAWN BY: D.M.B.

PROJECT NUMBER: C08-18009-01

DATE: 20 DECEMBER 2019

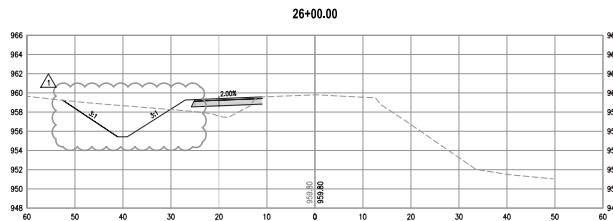
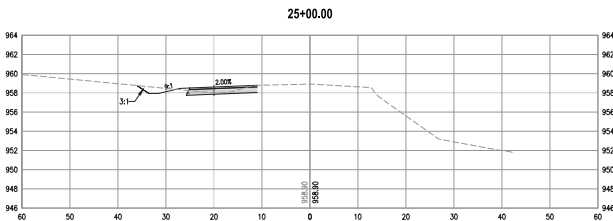
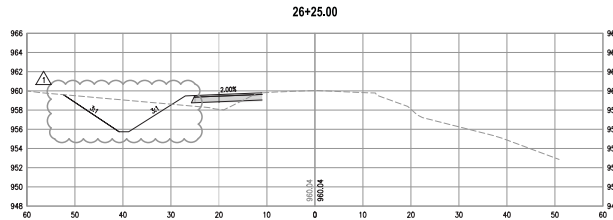
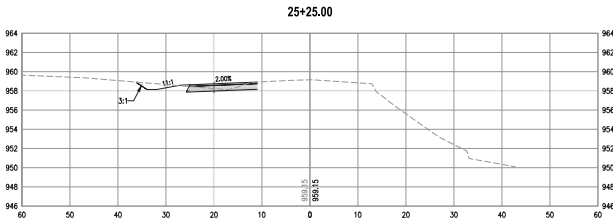
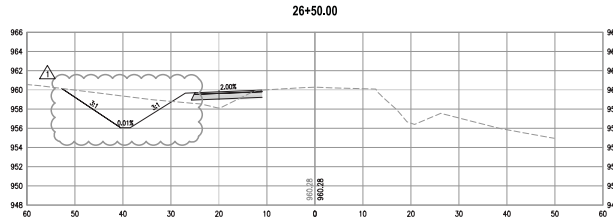
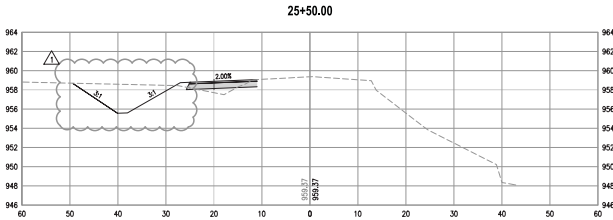
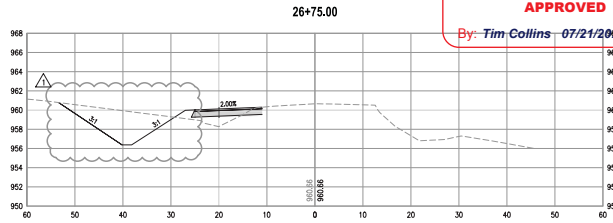
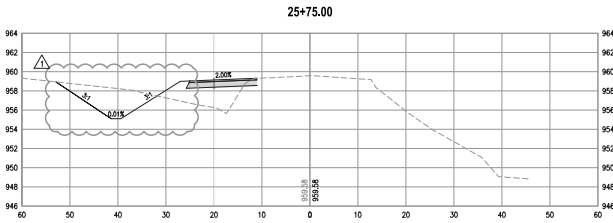
SHEET TITLE:

CROSS SECTIONS

SHEET NUMBER



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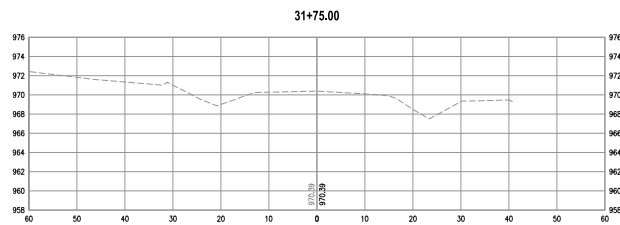
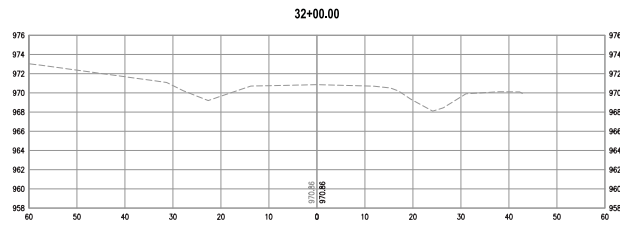
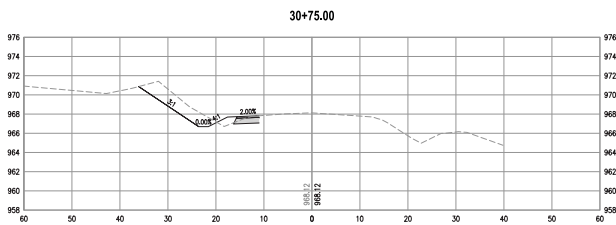
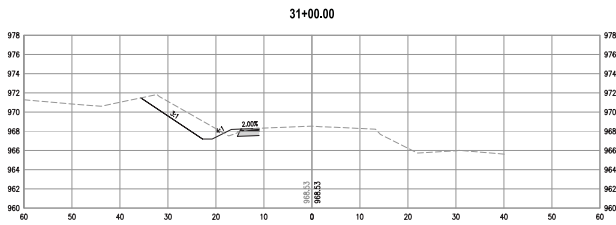
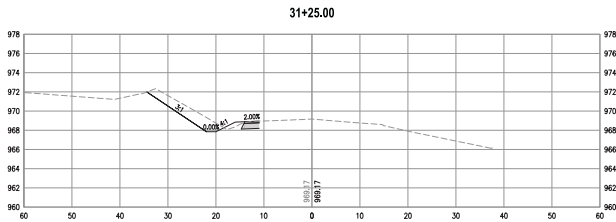
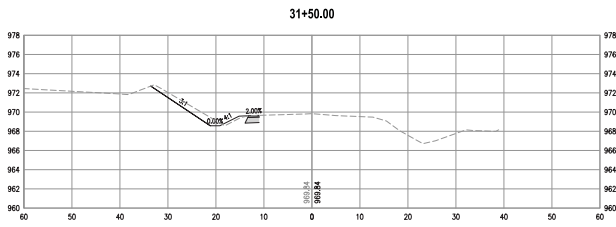








# EXHIBIT A



**Lenexa** ENGINEERING REVIEW  
**APPROVED**  
 By: *Tim Collins* 07/21/2020



Walter P. Moore and Associates, Inc.  
 1100 Walnut, Suite 1025  
 Kansas City, Missouri 64105  
 816.701.2100  
 walterpmoore.com  
 MO PE Corporation No. 1999141112

IN ASSOCIATION WITH



PROJECT NAME: **LEFT-TURN IMPROVEMENTS TO SERVE DE SOTO USD 232 MILL CREEK CTE/ECC 83RD AND MIZE BOULEVARD, LENEXA, KS 66227**



Michael J. Hagler, Professional Engineer  
 Kansas License # 20813  
 NO. DATE SUBMITTALS  
 1 08/12/2020 CITY REVIEW COMMENTS  
 DESIGNED BY: M.J.H.  
 REVIEWED BY: M.J.H.  
 DRAWN BY: D.M.B.  
 PROJECT NUMBER: C08-18009-01  
 DATE: 20 DECEMBER 2019  
 SHEET TITLE:

CROSS SECTIONS

SHEET NUMBER  
 32 OF 32

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# EXHIBIT B



**walter  
p moore**

July 20, 2020

## ENGINEER'S OPINION OF PROBABLE COSTS

Project: Mill Creek CTE/ECC - Mize Road Left Turn Lane

WPM Project Number: C08-18009-01

Prepared By: Michael Haake, P.E.

ITEM NO.	ITEM DESCRIPTION	APPROX QUANTITY	UNIT	UNIT COST	TOTAL
1	CLEARING & GRUBBING	1	LS	\$7,500.00	\$7,500.00
2	GRADING	1	LS	\$8,000.00	\$8,000.00
3	COMPACTION OF EARTHWORK	1070	SY	\$5.50	\$5,885.00
4	ASPHALT CONCRETE SURFACE(2")	1030	SY	\$12.00	\$12,360.00
5	ASPHALT CONCRETE BASE (10")	1030	SY	\$46.00	\$47,380.00
6	ASPHALT MILLING (2")	110	SY	\$8.15	\$896.50
7	DRIVEWAY APRON, COMMERCIAL	136	SY	\$115.00	\$15,640.00
8	24" RCP STORM SEWER	73	LF	\$95.00	\$6,935.00
9	36" HDPE STORM SEWER	13	LF	\$95.00	\$1,235.00
10	24" RCP END SECTION	1	EA	\$1,150.00	\$1,150.00
11	36" RCP END SECTION	1	EA	\$1,250.00	\$1,250.00
12	4" SOLID DOUBLE YELLOW	1755	LF	\$0.60	\$1,053.00
13	4" SOLID WHITE	1001	LF	\$0.25	\$250.25
14	12" SOLID YELLOW	214	LF	\$0.70	\$149.80
15	6" SOLID WHITE	300	LF	\$0.50	\$150.00
16	LEFT TURN ARROW	3	EA	\$400.00	\$1,200.00
17	TEMPORARY TRAFFIC CONTROL	1	LS	\$3,800.00	\$3,800.00
18	ROCK DITCH CHECK	4	EA	\$450.00	\$1,800.00
19	SEDIMENT TRAP	2	EA	\$450.00	\$900.00

**TOTAL: \$117,534.55**

# EXHIBIT C

State of Kansas  
Department of Administration  
DA-146a (Rev. 06-12)

## CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

REDEVELOPMENT PROJECT PLAN 6  
FOR THE RIDGEVIEW MINING TIF DISTRICT

(Ten Ridge Project)

In accordance with K.S.A. 12-1770 *et seq.*, as amended (the “**Act**”), to promote, stimulate and develop the general and economic welfare of the city of Lenexa, Kansas (“**City**”), the Lenexa City Council adopted Ordinance No. 4074 on June 17, 1997, establishing a Redevelopment (TIF) District (the “**Meritex TIF District**”). The Meritex TIF District was amended on January 19, 2010 by Ordinance No. 5135 electing to apply the provisions of K.S.A 12-1770 *et. seq* as thereafter amended (the “**Act**”) and further amended June 1, 2010 by Ordinance No. 5145, at which time the Meritex TIF District and a portion of the South Mining TIF District were combined to create the Ridgeview Mining TIF District (the “**Ridgeview Mining TIF District**” or the “**District**”). The Ridgeview Mining TIF District includes approximately 961 surface and subsurface acres located south of Prairie Star Parkway, west of Renner Blvd., east of Mill Creek and north of K-10 and legally described in attached **Exhibit A**.

The Act allows one or more TIF projects to be undertaken by a city within an established district and any such project plan may be implemented in separate development stages.

The City desires to establish another project plan in the Ridgeview Mining TIF District. Project Plan 6 (the “**Project Plan 6**”, also referred to as the “**Project Plan**”) will include approximately 14.925 surface acres located in the northeast corner of the intersection of K-10 Highway and Ridgeview Road and is legally described on **Exhibit B** (the “**Project Plan 6 Area**”). The Developer for the Project Plan is Ten Ridge, LLC (the “**Developer**”). The improvements anticipated within the Project Plan 6 Area are a mixed-use project consisting of retail, restaurants, a convenience store and gas station, hotel, and associated improvements all of which are more specifically described in **Section 5** herein.

Project Plan 6 shall extend for a period of twenty (20) years from the date the Project Plan is approved by the City (the “**Project Plan Term**”). The incremental ad valorem property taxes (as defined by the Act) generated from the real property within the Project Plan 6 Area during the Project Plan Term in excess of the amount of real property taxes collected for the base year assessed valuation shall constitute the “**TIF Revenues**”. In accordance with the Act and in cooperation with the Planning Commission, the City prepared Project Plan 6.

**1. Comprehensive Feasibility Study.**

Staff prepared a Financial Feasibility Study (“**Feasibility Study**”) for Project Plan 6 attached hereto as **Exhibit E**. Projections on development in the Project Plan 6 Area were provided by the Developer. The Feasibility Study incorporates a number of assumptions, including a constant mill levy of 96.591, which excludes



the 20 mill school levy and the 1.5 State mill levy. The mill levy may vary each year of the TIF Term based on legislative actions and budgetary decisions made by the individual taxing jurisdictions. It also assumes property tax collection at 100%, Private Project completion by December 31, 2026 and a 1.5% annual increase in appraised valuation after the Private Project is fully constructed and stabilized.

The Developer will advance funds necessary to construct the Private Project and to pay the costs associated with the estimated and approved, private TIF eligible reimbursable costs set forth generally on **Exhibit C** attached hereto (the “**Private TIF Reimbursable Costs**”), and it is contemplated that Developer will subsequently be reimbursed with TIF Revenues received by the City on a “pay-as-you-go” basis. Such advances and reimbursements will be made in accordance with the terms of a Disposition & Development Agreement executed by the Developer and the City (the “**DDA**”). The Private TIF Reimbursable Costs are set forth in more detail in the DDA. The City also identified various public reimbursable costs set forth generally on **Exhibit C** which include reimbursement for the cost associated with the Ridgeview Road Project and other public improvements in the District (the “**Public TIF Reimbursable Costs**”), which costs are eligible for TIF reimbursement in accordance with the Ridgeview Mining TIF District Plan and the terms of the DDA. Collectively, the Private TIF Reimbursable Costs and Public TIF Reimbursable Costs are referred to as the “**TIF Reimbursable Costs**”.

There is an estimated total of over \$ 16,000,000 in TIF Reimbursable Costs identified with Project Plan 6, but reimbursement of TIF Reimbursable Costs is dependent upon the amount of TIF Revenues generated within the Project Plan 6 Area during the Project Plan Term and received by the City, and shall be paid in accordance with the amount, priority and duration set forth in the DDA. In no event will any TIF Reimbursable Costs be reimbursed in an amount that exceeds the amount of TIF Revenues available.

The Feasibility Study indicates that if projected development, assessed values and tax revenues are accurate, TIF Revenues will be sufficient to reimburse the Developer for a portion of the approved Private TIF Reimbursable Costs. Other revenue sources, including but not limited to private equity, are available to meet Private TIF Reimbursable Costs and other private development costs associated with the Project. TIF Reimbursable Costs must (1) be reasonably approved by the City in accordance with the terms of the DDA; (2) meet the definition of “redevelopment project cost” set out in K.S.A. 12-1770a(o), as amended; (3) be an eligible expense under the City’s adopted TIF Policy and/or Procedures, unless otherwise permitted in the DDA; (4) be authorized in this Project Plan 6 and in the Ridgeview Mining TIF District Plan; and (5) be in compliance with the terms for reimbursement and prioritization described with particularity in the DDA.

The City has authorized a maximum reimbursement of \$8,052,140 to Developer for Private TIF Reimbursable Costs and anticipates reimbursing

Developer for such Private TIF Reimbursable Costs incurred and paid by the Developer with available TIF Revenues generated during the twenty (20) year Project Plan Term. The Public TIF Reimbursable Costs total \$8,000,000 plus the annual TIF Administrative Fee and will be reimbursed to the City with available TIF Revenues in the time and priority set forth in the DDA. Based on the current projections and cash flow analysis contained in the Feasibility Study, it is determined that the Project benefits, TIF Revenues and other available revenues, exceed the TIF Reimbursable Costs, and that the TIF Revenues and other available revenue sources, including private revenue sources for the private costs, should be sufficient to pay for such TIF Reimbursable Costs. For any improvements constructed by Developer in Project Plan 6, the Developer is responsible for all expenses, including but not limited to, Private TIF Reimbursable Costs, even if they exceed the amount of available TIF Revenues. The City reserves the right to amend the specific approved TIF Reimbursable Costs, and the amount, duration and prioritization thereof, to conform to the provisions of the DDA. City may also amend this Project Plan 6 in accordance with state law and the DDA.

In summary, assuming Project Plan 6 approval in summer 2020 with construction commencing mid-year 2021 and completion of all phases by December 31, 2026, the City anticipates the ad valorem property tax increment will generate approximately \$11,939,464 over the Project Plan Term (the “**Estimated Total TIF Revenue Projection**”). The Developer will be responsible for all expenses of Developer, including the Private TIF Reimbursable Costs, above the TIF Revenue generated from Project Plan 6 and allocated to the Private TIF Reimbursable Costs during the Project Plan Term. If the TIF Revenue does not meet the estimated total TIF Reimbursable Costs, the City shall be under no obligation to provide financial assistance to Developer beyond the TIF Revenues actually generated from the Project Plan 6 Area in accordance with the distribution formula and term set out in the DDA. A summary of the feasibility assumptions and Estimated Total TIF Revenue Projection is included in **Exhibit E**.

## **2.      Redevelopment District Plan and Redevelopment (TIF) Project Plan 6.**

### Redevelopment District Plan (Ridgeview Mining TIF District Plan)

The Ridgeview Mining TIF area includes land within the City of Lenexa, Kansas generally described as an area of approximately 961 surface and subsurface acres located south of Prairie Star Parkway, west of Renner Blvd., east of Mill Creek and north of K-10. The Ridgeview Mining TIF District Plan contemplates multiple surface and subsurface redevelopment project areas and various public infrastructure projects, all of which will help remediate and reclaim the land within the Ridgeview Mining TIF area. Development of individual project plan areas and the public infrastructure will be built in phases in accordance with one or more approved redevelopment project plans within the Ridgeview Mining TIF District.



In accordance with the Ridgeview Mining TIF District Plan, TIF increment may be used to pay for eligible project expenses within specific project plan areas for such items including but not limited to reclamation; geotechnical evaluation and structural study and improvements of the surface and/or subsurface; relocation or installation of public utilities; public or private streets, including Ridgeview Road and 99th St., alleys, drives, bridges and other incidental uses associated therewith; watershed improvements; drainage and stream way buffers; landscaping; open space and park amenities; surface and structured parking; and eligible costs associated with retail, office, business park, hotel, entertainment venues and multi-family uses; and other authorized uses set forth in the Ridgeview Mining TIF District Plan and permitted by the Act and the City TIF Policy & Procedures.

### Redevelopment (TIF) Project Plan 6

Project Plan 6 incorporates approximately 14.925 surface acres of improvements located within the Ridgeview Mining TIF District. Project Plan 6 Area is legally described in **Exhibit B** and will include improvements described in Section 5 herein.

### **3. Map of Redevelopment Project Plan 6 Area.**

A map of the Project Plan 6 Area is attached as **Exhibit D**.

### **4. Relocation Assistance Plan.**

No relocation will occur as a result of Project Plan 6 and therefore no relocation assistance plan is provided.

### **5. Description of the Building and Facilities Proposed to be constructed.**

The Private Project part of Project Plan 6 is a mixed-use development that is anticipated to include approximately 80,000 sq. ft. of retail, restaurant and commercial uses in approximately eight buildings including an approximately 90-room hotel as well as access roads, surface parking, sidewalks, landscaping, site development, surface remediation and reclamation and associated infrastructure. Private TIF Reimbursable Costs incurred as a result of Project Plan 6 include, but are not limited to, architectural and engineering costs associated with the site improvements (but excluding all other vertical buildings to be owned or leased by the Developer), infrastructure improvements, site development, surface parking, lighting, landscaping, hardscape, utilities located within the right-of-way, sidewalks, and related site amenities, and TIF Fee. The Private TIF Reimbursable Costs are described in more detail in the DDA.

Public improvements include but are not limited to the Ridgeview Road Project; sanitary sewer extensions within the District; public street infrastructure projects within the District; land acquisition costs within the District; and public park improvements within the District (the **"Public Improvements"**).

**6. Other Relevant Information.**

- a. Reimbursement of TIF Reimbursable Costs shall be made from ad valorem property tax increment (as defined in the Act) actually received by the City from Project Plan 6 Area and deposited into the special fund established by the City in accordance with K.S.A. 12-1778 (the “**Project Plan 6 Fund**”).
- b. If sufficient TIF Revenues are not available to pay all of the Private TIF Reimbursable Costs, the City is under no obligation to reimburse Private TIF Reimbursable Costs from any other source.
- c. Prior to any reimbursement of Private TIF Reimbursable Costs, each entity receiving reimbursement with TIF Revenues shall enter into a separate, valid and enforceable DDA with the City. The procedure for distribution, reimbursement and priority of payment of the Private TIF Reimbursable Costs shall be set out in the DDA and consistent with this Project Plan 6.
- d. Project Plan 6 is located within the Project Plan 2 area adopted by Ordinance No. 5594 on April 18, 2017. The City may subordinate its right to receive TIF Revenue reimbursement in a separate, valid and enforceable DDA with the Developer.

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF RIDGEVIEW MINING REDEVELOPMENT DISTRICT**

An area within the City of Lenexa, Kansas the area is generally located in the southwest corner of 95th Street and Renner Boulevard and more specifically described as follows:

That part of the entire 95th Street right-of-way adjacent to or a part of the north section line of Section 6, Township 13, Range 24; and

All that part of Section 6, Township 13, Range 24 and the East half of Section 1, Township 13, Range 23, now in the city limits of Lenexa, Johnson County, Kansas, lying both above and below the Farley ledge of Limestone or where such ledge does not exist, the projected plane thereof, as defined by a qualified geologist and more particularly described as follows:

Commencing from the Point of Beginning at the Northeast corner of Section 6, Township 13, Range 24, following the East section line of Section 6, a distance of 1997.13 feet, thence South  $87^{\circ}39'32''$  West, a distance of 363 feet, thence South  $02^{\circ}20'28''$  East a distance of 600 feet, thence North  $87^{\circ}39'32''$  East a distance of 363 feet to the East line of Section 6, thence commencing Southeast along the East section line of Section 6 a distance of 1744 feet $\pm$ , thence South  $86^{\circ}47'24''$  West a distance of 60 feet to the beginning of the North right-of-way line of K-10 Highway, thence following the K-10 Highway right-of-line approximately South  $86^{\circ}0'0''$  West a distance of 385 $\pm$ , thence approximately South  $48^{\circ}0'0''$  West a distance of 1059 feet $\pm$  along K-10 right-of-way, thence approximately North  $02^{\circ}0'0''$  West a distance of 1051 feet $\pm$ , thence approximately South  $87^{\circ}0'0''$  west a distance of 1376 feet $\pm$  to the West quarter section line of the Southeast quarter of Section 6, thence Northwesterly to the Northwest corner of the Southeast quarter section of Section 6, thence Southwesterly along the North line of the Southwest quarter section of Section 6 to the West line of Section 6, thence approximately South  $86^{\circ}0'0''$  West a distance of 759 feet $\pm$  to the South right-of-line of Atchison Topeka Santa Fe Railroad Line, thence South  $33^{\circ}0'0''$  West a distance of 913 feet $\pm$ , thence approximately North  $02^{\circ}0'0''$  West a distance of 240 feet $\pm$  to the North right-of-line of Atchison Topeka Santa Fe Railroad Line, thence following the radius of the right-of-way line Northeasterly as it curves around to intersect with the North line of the Northeast 1/4 section of Section 1, Township 13, Range 23, thence following the North line of the Northeast 1/4 section of Section 1 Northeasterly to the North line of Section 6, Township 13, Range 24, thence following the North line of Section 6 Northeasterly to the Point of Beginning:

AND EXCEPT

The subject land identified by County parcel number IF241306-3013 which is legally defined and identified as follows:

All that part of the north 1/2 of Section 6, Township 13, Range 24, now in the City of Lenexa, Johnson County, Kansas, lying above the Farley ledge of Limestone, or where such ledge does not exist, the projected plane thereof, as defined by a qualified geologist, more particularly described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 6; thence South 87 degrees 45 minutes 27 seconds West, along the North line of the Northeast 1/4 of said Section 6, a distance of 1,505.75 feet, to the true point of beginning of subject tract; thence continuing South 87 degrees 45 minutes 37 seconds West, along the North line of the Northeast 1/4 of said Section 6, a distance of 1,136.78 feet, to the Northwest corner thereof; thence South 87 degrees 46 minutes West, along the North line of the Northwest 1/4 of said Section 6, a distance of 388.16 feet; thence South 2 degrees 14 minutes East, a distance of 1,315.92 feet to a point on the South line of the North 1/2 of the Northwest 1/4 of said Section 6; thence North 87 degrees 20 minutes 17 seconds East, along the South line of the North 1/2 of the Northwest 1/4 of said Section 6, a distance of 389.26 feet, to the Southeast corner thereof; thence North 87 degrees 19 minutes 04 seconds East, along the South line of the North 1/2 of the Northeast 1/4 of said Section 6, a distance of 1,135.87 feet; thence North 2 degrees 14 minutes 23 seconds West, a distance of 1,304.24 feet, to the true point of beginning of subject tract.

AND INCLUDING

A tract of land being part of the Southeast Quarter of Section 1, Township 13 South, Range 23 East and part of the South Half of Section 6, Township 13 South, Range 24 East, in the City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

Commencing at the Southeast corner of said Section 1; thence along the East line of said Section 1, N 2° 10' 25" W, a distance of 346.80 feet, to a point on the North right-of-way line of Kansas Highway No. 10, as now established, said point also being the True Point of Beginning of subject tract; thence along said North right-of-way line of Kansas Highway No. 10, S 87° 59' 30" W, a distance of 47.80 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 12° 02' 30" W, a distance of 103.10 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 86° 51' 30" W, a distance of 539.10 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 51° 41' 30" W, a distance of 256.10 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 85° 06' 30" W, a distance of 602.50 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 85° 38' 30" W, a distance of 426.40 feet; thence

along said North right-of-way line of Kansas Highway No. 10, N 72° 59' 30" W, a distance of 271.17 feet; thence departing said North right-of-way line of Kansas Highway No. 10, N 50° 06' 31" E, a distance of 95.92 feet, to a point of curvature; thence Northeasterly, along a curve to the left, having a radius of 165.00 feet and a central angle of 25° 05' 19", a distance of 72.25 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the right, having a radius of 385.00 feet, a central angle of 40° 23' 13" and whose initial tangent bearing is N 25° 01' 12" E, a distance of 271.38 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the left, having a radius of 415.00 feet a central angle of 47° 16' 26" and whose initial tangent bearing is N 65° 24' 25" E, a distance of 342.41 feet, to a point of tangency; thence N 18° 08' 01" E, a distance of 50.19 feet, to a point of curvature; thence Northerly, along a curve to the left, having a radius of 415.00 feet and a central angle of 20° 23' 48", a distance of 147.74 feet, to a point of reverse curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 231.06 feet, a central angle of 37° 05' 46" and whose initial tangent bearing is N 2° 15' 49" W, a distance of 149.60, to a point of tangency; thence N 34° 49' 59" E, a distance of 314.86 feet, to a point on the North line of the South Half of the Southeast Quarter of said Section 1; thence continuing N 34° 49' 59" E, a distance of 55.59 feet; thence N 54° 36' 41" E, a distance of 60.11 feet; thence N 24° 13' 55" E, a distance of 1,309.20 feet; thence N 46° 51' 14" E, a distance of 127.56 feet, to a point on the North line of the Southeast Quarter of said Section 1; thence along said North line of the Southeast Quarter of Section 1, N 86° 51' 14" E, a distance of 511.04 feet to the Northeast corner of said Southeast Quarter, said point also being the Northwest corner of the Southwest Quarter of said Section 6; thence along the North line of said Southwest Quarter of Section 6, N 87° 15' 30" E, a distance of 2,484.11 feet to the Northeast corner of said Southwest Quarter of Section 6; thence along the East line of said Southwest Quarter of Section 6, S 2° 07' 59" E, a distance of 2,482.60 feet, to a point on the North right-of-way line of said Kansas Highway No. 10; thence along said North right-of-way line of Kansas Highway No. 10, S 88° 36' 26" W, a distance of 706.19 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 84° 22' 10" W, a distance of 544.40 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 66° 00' 10" W, a distance of 269.30 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 74° 32' 50" W, a distance of 577.20 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 88° 39' 10" W, a distance of 341.70 feet; thence along said North right-of-way line of Kansas Highway No. 10, N 18° 53' 50" W, a distance of 104.40 feet; thence along said North right-of-way line of Kansas Highway No. 10, S 87° 48' 10" W, a distance of 60.90 feet, to the True Point of Beginning and containing 211.4 acres more or less.

And including the Southwest Quarter of the Southeast Quarter of Section 6, Township 13 South, Range 24 East, in the City of Lenexa, Johnson County, Kansas and containing 40.4 acres more or less.

AND INCLUDING

A tract of land in the Northeast Quarter of Section 6, Township 13 South, Range 24 East, City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

The East 363 feet of the South 600 feet of the of the South Half of said Northeast Quarter of Section 6, except the North 120 feet of the East 181.5 feet of said South 600 feet, and containing 4.50 acres more or less.

AND INCLUDING

A tract of land in the Northeast Quarter of Section 6, Township 13 South, Range 24 East, City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

The North 120 feet of the East 181.5 feet of the south 600 feet of the South Half of said Northeast Quarter of Section 6, and containing 0.50 acres more or less.

AND INCLUDING

A tract of land in the Southeast Quarter of Section 6, Township 13 South, Range 24 East, City of Lenexa, Johnson County, Kansas, and more particularly described as follows:

All that part of the Kansas State Highway 10 right-of-way lying in the East Half of said Southeast Quarter of Section 6, and containing 19.7 acres more or less.



**EXHIBIT B**  
**LEGAL DESCRIPTION OF PROJECT PLAN 6**

Part of the SW¼ of Section 6, T13S, R24E of the Sixth Principal Meridian, in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Beginning at the Southwest corner of the SW¼ of Section 6, T13S, R24E of the Sixth Principal Meridian, in the City of Lenexa, Johnson County, Kansas; thence N 02°10'35" W, along the West line of said SW¼, a distance of 452.09 feet to a point on the North right-of-way line of a Permanent Controlled-Access Highway Right of Way Easement, filed at the Register of Deeds Office, Johnson County, Kansas in Book 201403, Page 002848; thence N 87°49'24" E, along said North right-of-way line, a distance of 90.00 feet to the TRUE POINT OF BEGINNING; thence N 16°03'00" W a distance of 125.09 feet; thence N 02°10'33" W a distance of 178.56 feet; thence Northerly, on a curve to the right having a radius of 1,190.00 feet, for a distance of 594.89 feet; thence N 26°34'56" E a distance of 4.43 feet to a point on the North line of the S½ of said SW¼; thence N 87°16'25" E, along the North line of the S½ of said SW¼, a distance of 45.60 feet; thence S 61°12'35" E a distance of 437.94 feet; thence S 10°25'43" E a distance of 254.52 feet; thence S 28°56'07" E a distance of 464.83 feet; thence S 07°17'46" E a distance of 249.57 feet to a point on the North right-of-way line of said Permanent Controlled-Access Highway Right of Way Easement; thence S 73°46'42" W, along said North right-of-way line, a distance of 96.06 feet; thence N 78°07'36" W, continuing along said North right-of-way line, a distance of 735.80 feet; thence N 02°10'10" W, continuing along said North right-of-way line, a distance of 110.79 feet to the TRUE POINT OF BEGINNING. subject to that part in street and road right-of-way line.

## EXHIBIT C

### TIF Reimbursable Costs

The following items are estimated TIF eligible costs for reimbursement with TIF Revenues generated from Project Plan 6. The priority and duration of reimbursement is set forth in the DDA.

Description of Expenditure	Reimbursement to:	Estimate Reimbursement
Eligible TIF Fees (excluding the Annual Administrative Fee)	Developer	\$50,000 <sup>1</sup>
<b>Itemized Private TIF Reimbursable Costs paid by Developer, excluding the TIF Fee, but including:</b> Site development; A/E (excluding vertical buildings owned or leased by the Developer other than parking structures); water mains; surface; landscaping, lighting, sidewalks, and similar amenities; and private streets.	Developer	\$8,002,140 <sup>2</sup>
<b>Itemized Public TIF Reimbursable Costs paid by City, excluding the Annual Administrative TIF Fee, but including:</b> The City's costs associated with the Ridgeview Road Project, sanitary sewer, land acquisition, public street infrastructure, and public parks.	City	\$8,000,000
<b>Annual Administrative TIF Fee:</b> 0.5% of the annual TIF Revenues reimbursed to Developer	City	TBD
<b>Total Maximum Aggregate of Eligible TIF Reimbursable Costs</b>	City	\$16,052,140 <sup>3</sup>

Notwithstanding any other provision of this Plan to the contrary, reimbursable expenditures shall at all times be consistent with the Act, including judicial interpretation of the Act.

<sup>1</sup> This sum shall be reimbursed to Developer if paid to City by Developer, and if not, it shall be deducted from the first Private TIF Reimbursable Cost payment (and thereafter until paid in full) and paid to the City. This sum excludes the Annual Administrative TIF Fee as it is TBD based upon eligible TIF Revenues disbursed.

<sup>2</sup> The City has only authorized a maximum reimbursement to the Developer of \$8,002,140 for eligible Private TIF Reimbursable Costs. The Developer will be responsible for all expenses of Developer, including costs associated with completing the Project as well as the Private TIF Reimbursable Costs even if they exceed the TIF Revenue generated from Project Plan 6.

<sup>3</sup> The Total Maximum Aggregate of TIF Reimbursable Costs does not include a sum for the Annual Administrative TIF Fee as this amount is to be determined as it is based upon the annual amount of TIF Revenues disbursed to Developer.





## EXHIBIT E

Year of TIF (1)	Distribution Year (2)	Total Assessed Value (3)	Base Year Assessed Value (4)	Captured Assessed Value (Column 3 - Column 4) (5)	Projected Property Tax Increment (6)
1	2022	\$17,528	\$0	\$17,528	\$1,693
2	2023	\$17,528	\$0	\$17,528	\$1,693
3	2024	\$2,056,250	\$0	\$2,056,250	\$198,615
4	2025	\$4,112,500	\$0	\$4,112,500	\$397,230
5	2026	\$4,174,188	\$0	\$4,174,188	\$403,189
6	2027	\$5,611,801	\$0	\$5,611,801	\$542,049
7	2028	\$6,965,438	\$0	\$6,965,438	\$672,799
8	2029	\$7,069,920	\$0	\$7,069,920	\$682,891
9	2030	\$7,175,969	\$0	\$7,175,969	\$693,134
10	2031	\$7,283,609	\$0	\$7,283,609	\$703,531
11	2032	\$7,392,863	\$0	\$7,392,863	\$714,084
12	2033	\$7,503,756	\$0	\$7,503,756	\$724,795
13	2034	\$7,616,312	\$0	\$7,616,312	\$735,667
14	2035	\$7,730,557	\$0	\$7,730,557	\$746,702
15	2036	\$7,846,515	\$0	\$7,846,515	\$757,903
16	2037	\$7,964,213	\$0	\$7,964,213	\$769,271
17	2038	\$8,083,676	\$0	\$8,083,676	\$780,810
18	2039	\$8,204,931	\$0	\$8,204,931	\$792,522
19	2040	\$8,328,005	\$0	\$8,328,005	\$804,410
20	2041	\$8,452,925	\$0	\$8,452,925	\$816,476

**Total Projected Property Tax Increment**

**\$11,939,464**

<b>Net Mill Levy</b>	<b>96.591</b>
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**Anticipated Assessed and Appraised Values:**

	<u>Est Appraised Value</u>	<u>Est Assessed Value</u>
Retail development (multiple buildings)	\$16,450,000	\$4,112,500
Hotel (100 rooms)	\$11,000,000	\$2,750,000
Totals	\$27,450,000	\$6,862,500

Assumptions:

- a) TIF Mill Levy is 96.591 mills in all years.
- b) Estimated assessed value upon completion is \$6,862,500.
- c) Retail portion is 50% complete for 2024 distribution & 100% complete for 2025 distribution.
- d) Hotel portion is 50% complete for 2027 distribution & 100% complete for 2028 distribution.
- e) Base year assessed valuation is \$0 (parcel IF241306-2011; QR = R777914)
- f) Assessed value increases by 1.5% annually after completion.
- g) Property tax collection rate will be 100%.

**PAYMENT IN LIEU OF TAX AGREEMENT  
(Sims Global Solutions Project)**

**THIS PAYMENT IN LIEU OF TAX AGREEMENT**, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Agreement**”), by and between Kansas Land Group LLC, a Delaware limited liability company (the “**Company**”) and the **CITY OF LENEXA, KANSAS**, a municipal corporation (the “**City**”).

For and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties understand and agree as follows:

1. **Tax Exemption; Payment in Lieu of Taxes.** In consideration of the issuance by the City of its industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.* in the aggregate principal amount not to exceed \$14,000,000 (the “**Bonds**”), in multiple series, to finance the acquiring, constructing, renovating and equipping a multi-phase, approximately 100,000 sq. ft. office/warehouse project in multiple buildings located in the Renner Business Center west of Renner Blvd at 116<sup>th</sup> Street (the “**Project**”) to be leased by the Company to the City pursuant to a Base Lease (the “**Base Lease**”), and leased back from the City to the Company, or its successors and assigns with City consent pursuant to a Lease Agreement (the “**Lease**”), and in consideration of Company’s execution of a Base Lease and the Lease. In further consideration of the laws of the State of Kansas (the “**State**”) granting an exemption from ad valorem real property taxation for the period of up to ten (10) years, commencing with the first calendar year after the calendar year in which Bonds are issued (“**Abatement Term**”) for the portion of the Project acquired or constructed with Bond proceeds and described in the bond trust indenture, by and between the City and the bond trustee named therein, authorizing said Bonds, Company agrees to make payments in lieu of ad valorem real property taxes (a “**PILOT**”) in the amounts specified herein for the term of the Abatement Term in the manner provided for herein. Each portion of the Project acquired or constructed with the proceeds of the Bonds up to an aggregate amount not to exceed \$14,000,000 is referred to herein as the “**Tax Abated Project Portion**”.

2. **Location.** The Project involves the construction of a multi-building office/warehouse facility located in the Renner Business Center west of Renner Blvd. at 116<sup>th</sup> Street in Lenexa, Kansas (the “**Lenexa Location**”), which legally described on Exhibit A attached hereto.

3. **Statement of Intention.** The Tax Abated Project Portion consists of acquiring, constructing and equipping up to approximately 100,000 sq. ft. of office/warehouse project in multiple buildings. The cost of acquiring, constructing and equipping the Tax Abated Project Portion is approximately \$14,000,000.

4. **Amount of Payments; Place of Payment.** As permitted by K.S.A. 79-201a, and subject to the provisions of this Agreement in lieu of all general ad valorem real and personal property taxes on the Tax Abated Project Portion for the ten (10) calendar years commencing with the first calendar year after the calendar year in which the Bonds are issued to finance the Tax Abated Project Portion, Company shall pay by separate check to the Treasurer of Johnson County, Kansas, or other appropriate officer as required by State law, a PILOT in an amount equal to fifty percent (45%) of the amount of general ad valorem real and personal property taxes for such Tax Abated Project Portion which would have been due and payable by Company if such Tax Abated Project Portion were taxable as determined in accordance with Section 5 below, to be distributed as and/or as a part of the general ad valorem tax collections for all taxing subdivisions in which the Project is located.

The PILOT shall be billed to Company by statement of the City Clerk or by Johnson County on behalf of the City issued on or about November 20th of each year and shall be paid each year of the Abatement Term as follows: one-half (1/2) on or before December 20th in respect of the PILOT for the then current calendar year, and the remainder of such PILOT for such calendar year on or before May 10th of the following calendar year, or as otherwise required by law or invoice of Johnson County.

5. **Calculation of Taxes and Distribution of Payment.** The amount of such PILOT will be determined by the Johnson County Clerk in the same manner and according to the same statutory procedure as general ad valorem taxes, real and personal, are determined, using the valuations determined by the Johnson County Appraiser's office under the same laws, rules and procedures for which real and personal property taxes are determined for all taxpayers within the taxing jurisdiction(s), including the right to appeal and challenge the valuations as determined by the Johnson County Appraiser's Office. Such payments shall be distributed to all applicable taxing subdivisions in Johnson County as provided in K.S.A. 12-1742.

6. **Protest of Appraised Valuation.** Company will make all PILOTs required by this Agreement; however, Company reserves the right to make such payment under protest pending its timely appeal of the valuation as determined by the Johnson County Appraiser's Office. However, Company may not appeal its appraised valuation to an amount below the appraised valuation of the improvements (excluding land) of the Lenexa Location as established by the Johnson County Appraiser in the year the Tax Abated Project Portion receives its full valuation after Project completion or \$4,500,000 whichever is less (the "**Base Valuation**"), without first obtaining the City's consent, which consent shall not be unreasonably withheld. If Company desires to appeal the appraised value and the appraised value of the Project is adjusted by either the Johnson County Appraiser's Office or by the Board of Tax Appeals to an amount below the Base Valuation, the PILOT shall automatically increase in proportion to the amount the Project's appraised valuation falls below the Base Valuation. If the appraised value



is independently adjusted below the Base Valuation by the Johnson County Appraiser during the Abatement Term as a result of market conditions and not from appeal of the Company, there shall be no adjustment in the Base Valuation. If after appeal, the valuation is adjusted downward, nothing herein shall create an obligation on behalf of the City to return all or a portion of any PILOT received by the City or any other taxing entity, however in such event, Company shall reduce its subsequent PILOT by the amount of any overpayment previously made by Company under protest. If the subsequent payment is not sufficiently large to fully credit the overpayment, the credit may be carried forward to subsequent payment(s) during the Abatement Term. If after an appeal, the valuation is increased, Company shall pay an additional amount for the year protested, calculated based on the revised valuation, with its subsequent PILOT.

## **7. Application of Abatement.**

(a) Company shall not utilize any of the Project property for which it is requesting or receiving a tax exemption for any purposes that do not qualify for a property tax exemption pursuant to K.S.A. 79-201a *Second* or *Twenty-Fourth*.

(b) Company shall not remove any personal property purchased with proceeds of the Bonds at any time during the Abatement Term without the prior written consent of the City.

(c) The Project shall comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

The Company's failure to comply with the conditions provided in this Section shall constitute a default under this Agreement and the Lease.

## **8. Minimum Investment.**

(a) Minimum Investment. Consistent with the City's Private Activity Conduit Financing and Tax Abatement Policy for Economic Development ("Tax Abatement Policy"), the ten (10) year Abatement Term is conditioned upon the Company making a minimum \$10,000,000 capital investment in the Tax Abated Project Portion through the issuance of Bonds no later than December 31, 2024 ("Minimum Capital Investment"). Failure to make the Minimum Capital Investment of \$10,000,000 within the time period specified shall result in a reduction in the abatement amount or duration during the Abatement Term as follows:

- a. If there is a minimum capital investment within two years from the date of this Agreement of less than \$3,000,000, the City may repeal this tax exemption and not grant any tax abatement for this Project. In addition, Company shall thereafter be required to make a payment in lieu of taxes equal to 100% of the general ad valorem real and

personal property taxes for such Tax Abated Project Portion of the Project.

- b. If there is a minimum capital investment within two years from the date of this Agreement of at least \$3,000,000 in this Project, but less than \$10,000,000 of new capital investment in the Project by December 31, 2024, the duration of the abatement shall be reduced during the remainder of the Abatement Term as follows:

<b>Capital Investment</b>	<b>Abatement Term</b>
At least \$3 million, but less than \$4 million	3 years
At least \$4 million, but less than \$5 million	4 years
At least \$5 million, but less than \$6 million	5 years
At least \$6 million, but less than \$7 million	6 years
At least \$7 million, but less than \$8 million	7 years
At least \$8 million, but less than \$9 million	8 years
At least \$9 million, but less than \$10 million	9 years

**9. Abatement Standards.**

(b) Civic Involvement. The granting of economic development incentives is a discretionary decision of the City and is granted to promote, stimulate and develop the general and economic welfare of the quality of life in the City; therefore, civic and community involvement of any entity receiving a tax exemption is important to the City. During the Abatement Term, Company agrees to actively participate in the civic, charitable, educational, philanthropic and economic development activities of the City. At a minimum: (1) at all times during the Abatement Term, Company must be a dues-paying member in good standing with the Lenexa Chamber of Commerce; and (2) during the Abatement Term, Company is required to make an annual contribution to the Lenexa Foundation in an amount solely determined by Company, but not less than 0.5% of the annual PILOT; and (3) during the Abatement Term, Company shall annually sponsor a minimum of one City festival, event or activity at any sponsorship level. Each item (1) through (3) in this paragraph constitutes a separate performance requirement

(a “**Civic Obligation**”). The annual contribution to the Lenexa Foundation must occur prior to or simultaneous with the PILOT payment due on or around May 10<sup>th</sup> and shall be calculated based upon the sum of the December and May PILOT payments for each calendar year. Payment of the one annual sponsorship must occur no later than May 1 and shall commence in the year in which the first PILOT payment is made.

(c) Application for Abatement. The City and Company shall compile the information necessary to file the application for exemption (currently Form IRBX) with Johnson County, Kansas and/or the Kansas Board of Tax Appeals. If Company is the party required to file the application for exemption (e.g. in a lease/leaseback arrangement), Company shall file such application no later than February 15 of the year following the calendar year in which the Bonds have been issued. Company shall deliver the City a copy of the application for exemption upon submission to Johnson County, Kansas and/or the Kansas Board of Tax Appeals. Company shall be responsible for paying the application fee at the time of filing the application for exemption.

(d) Annual Certification & Administrative Fee. Each year of the Abatement Term, the Company is required to complete and submit certain information to confirm compliance with this Agreement (the “Annual Certification”). The Annual Certification shall be provided in the form and manner requested by the City and shall be submitted no later than February 10 of each year for the term of the abatement unless otherwise agreed, in writing, by the City. The information contained in the Annual Certification shall be used by the City Clerk to make its annual certification of compliance required by the Johnson County Treasurer. The Annual Certification shall be accompanied by the annual, non-refundable administrative fee which is set annually by City resolution and maintained by the CFO. Failure to provide the Annual Certification or pay the required administrative fee shall be an Event of Default hereunder.

10. **Inspection**. The City or its duly authorized agents may, upon reasonable request, inspect the Project and all books and records of Company for compliance with this Agreement. Upon written request, Company agrees to reasonably cooperate with the City to provide evidence of its compliance with the terms of this Agreement.

11. **Approval of Exemption**. This Agreement is conditioned on the issuance by the Kansas Board of Tax Appeals of an order exempting the Tax Abated Project Portion from ad valorem taxation in accordance with Kansas law, including K.S.A. 79-201a *et seq.* or K.S.A. 74-50,115. The City will utilize its good faith efforts to facilitate this process on behalf of Company.

## 12. Events of Default; Remedies.

a. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “**Event of Default**” hereunder:

(1) the Company shall fail to pay any PILOT in a timely manner or perform any of its obligations hereunder;

(2) the Company shall breach any covenant contained herein or any representation of the Company contained herein shall prove to be materially false or erroneous;

(3) the Company shall fail to comply with any of the provisions of this Agreement, including but not limited to Sections 7 or 8 herein; or

(4) the Company shall be in default under the Lease.

b. If such Event of Default occurs, this Agreement may be terminated by written notice to the Company from the City. Such termination shall be effective immediately following delivery of such written notice, subject to subsection (d). Upon the termination of this Agreement, the Company shall make a payment to the City (or as the City may otherwise direct) in an amount equal to the sum of (i) all due but unpaid PILOTs attributed to prior calendar years, (ii) the Final PILOT (as defined below), if the termination occurs during the Abatement Term, and (iii) the amount of any costs, expenses and attorneys’ fees incurred by the City as a result of such Event of Default and in enforcing this Agreement. The “Final PILOT” shall mean a PILOT calculated as the sum of (x) the total PILOTs that would be due with respect to the then current calendar year prorated to the date of termination and (y) the amount of any ad valorem real and personal property taxes that would be due for the remaining portion of the then current calendar year prorated to the date of termination and assuming the Tax Abated Project Portion of the Project were not Exempt Property. The Final PILOT shall be calculated using the assessed valuation and mill levies for the prior calendar year.

c. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

d. Upon an Event of Default, the City will provide Company thirty (30) days’ notice of its intention to terminate this Agreement and provide it the opportunity to cure within the thirty (30) day period or unless such defaulting party has commenced and is diligently working to cure the default and the time period necessary to cure is longer than thirty (30) days, in which case such cure period

shall continue as long as reasonably necessary to allow for cure, not to exceed ninety (90) days.

e. Notwithstanding, the first time Company should fail to make any required payment hereunder, the City will provide Company thirty (30) days' notice of its intention to terminate this Agreement and provide it the opportunity to cure within the thirty (30) day period. No notice is required to terminate this Agreement for second or subsequent failures to make payments required under this Agreement or for a default under the Lease that is not cured within the time period permitted under the Lease.

f. This Agreement is conditioned upon the issuance of Bonds for the acquisition, construction and equipping of the Tax Abated Project Portion. This Agreement shall automatically terminate without notice or opportunity to cure on November 30, 2020 unless (i) the Bonds have been issued by the City, or (ii) the Company has obtained from the City a building permit for the Project and is diligently pursuing construction to completion.

### 13. **General Matters**

a. **Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.

b. **Assignment.** This Agreement may not be assigned and the benefits of this Agreement may not be transferred to any assignee of the Lease without the prior written consent of the City which is within the sole discretion of the City and the City may condition any consent upon execution and delivery of an assignment and assumption agreement satisfactory to the City.

c. **Titles and Subheadings.** Titles and subheadings used in this Agreement are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.

d. **No Waiver.** No waiver by the City of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach.

e. **Notice.** Any notice required or permitted to be given hereunder must be in writing, and may be served by depositing the same in the mail, postage prepaid, and registered or certified, with a return receipt requested. Notice given by registered or certified mail shall be deemed given and effective on the date of delivery as shown on the return receipt, or, if the receipt is not returned to sender, five (5) business days after the date deposited in the mail. Notice may be served in any other manner including by personal delivery, overnight courier, or facsimile but shall be deemed given and effective: in the case of personal delivery or delivery by overnight courier, as of the time of actual delivery thereof to the addressees, in the case of delivery by facsimile transmission, upon receipt by the

sender of confirmation, and in all other cases, upon actual receipt thereof by the addressee; provided, however, that any notice delivered after the normal business hours of the recipient shall be effective as of the next business day of the recipient. Notices shall be addressed as follows:

If to Company:

Kansas Land Group, LLC  
13505 S. Mur-Len Rd., Suite 105-107  
Olathe, KS 66062  
Phone No. (855) 326-8671  
Attn: Theodore Sims

With a copy to:

Kansas Land Group, LLC  
13505 S. Mur-Len Rd., Suite 105-107  
Olathe, KS 66062  
Phone No. (855) 326-8671  
Attn: Andrew Bulman

If to City of Lenexa:

City of Lenexa  
17101 W. 87<sup>th</sup> Street Parkway  
Lenexa, KS 66219  
Phone No. (913) 477-7622  
Attn: City Attorney

or to such other address as a party may from time to time designate in accordance with this section.

f. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state of Kansas.

g. **Entire Agreement.** Subject to the Bond documents, this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, covering the same subject matter. This Agreement may only be modified or amended through the Bond documents or upon written instrument executed by the parties required to consent to such amendment.

h. **Authority.** The signatories to this Agreement covenant and represent that each is fully authorized to enter into and to execute this Agreement on behalf of the above named party; the Company further represents that it has authority to bind the property upon which the Project is located.



i. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third party beneficiary.

j. **Electronic Transactions.** The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

**CITY OF LENEXA, KANSAS**

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

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

**COMPANY:**

\_\_\_\_\_  
Kansas Land Group, LLC a Kansas limited  
liability company

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

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

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

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

Renner Business Center, Third Plat a subdivision of Land in the City of Lenexa,  
Johnson County, Kansas.