



## Agenda

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

**AUGUST 1, 2023  
7:00 PM  
COMMUNITY FORUM**

**CALL TO ORDER** Pledge of Allegiance

**ROLL CALL**

**APPROVE MINUTES** July 18, 2023 City Council meeting draft minutes (located in the Appendix)

**MODIFICATION OF  
AGENDA**

**CONSENT AGENDA**

### **Item Numbers 1 through 9**

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

1. Acceptance of the Bristol Highlands, 2nd Plat public improvements for maintenance

*This project constructed public street, storm, and streetlight improvements in the Bristol Highlands, 2nd Plat subdivision. The project was funded by private development.*

2. Acceptance of rights-of-way as shown on Crowder Family Dental, Final Plat

*Crowder Family Dental, located at 15906 W. 87th Street Parkway, is a one-lot dental office development on one acre. Rights-of-way are being dedicated to the City as part of the final plat.*

3. Approval to purchase of 6,000 tons of rock salt to be used for the 2023-2024 winter season

*This purchase will replenish the City's rock salt storage for treating roads this*

*winter. The award is through a cooperative bid for a total of \$299,400.*

4. Resolution approving and authorizing the Mayor to execute the City's standard form sponsorship agreement with Williams Food, LLC as a 2023 Chili Challenge festival Presenting Sponsor

*Williams Food, LLC proposes to be a 2023 Chili Challenge festival Presenting Sponsor, which requires City Council approval.*

5. Resolution authorizing the Mayor to execute a subrecipient agreement with Johnson County and an Authorized Signature Form for Community Development Block Grant Project Number 2023-12

*This agreement is for the acceptance of \$182,863.36 in funds for the Community Development Block Grant street lighting project for Long Street, Rosehill Road, Gillette Street, and 89th Street. The total project cost is \$401,000.*

6. Resolution authorizing the Mayor to execute an agreement with All City Management Services for school crossing guard services during the 2023-2024 school year

*All City Management Services is the only provider of school crossing guards in this area and the Police Department proposes to contract with the company for the upcoming 2023-2024 school year for a total estimated cost of \$145,756.80.*

7. Resolution authorizing the Mayor to execute a cooperative agreement with Johnson County, Shawnee, Olathe, and Overland Park for the distribution of funds under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program

*The Lenexa Police Department will receive \$10,389 as its portion of the grant and will purchase two electric pedal-assist bicycles for the Bicycle Patrol Unit with the funds.*

8. Resolution calling for a public hearing to consider establishing a community improvement district for the City Center Midas Dual Hotel Project

*Midas Lenexa CC, LLC has petitioned to establish a Community Improvement District (CID). In order to establish a CID, a public hearing must be held. The resolution provides notice of a public hearing to consider the establishment of a CID over property located in the center block of 87th Street Parkway immediately west of Penrose Lane.*

9. 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

*Franchise ordinances with natural gas providers allow the City to receive compensation based on the volume of natural gas transported within the city. These ordinances require the Volumetric Rate Calculation Form to be updated annually. Adoption of this resolution will allow the City to continue collecting this fee in 2024.*

## END OF CONSENT AGENDA

**NEW BUSINESS** None

## COUNCILMEMBER REPORTS

## STAFF REPORTS

10. Quarterly Financial Report

## END OF RECORDED SESSION

## BUSINESS FROM FLOOR

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

## ADJOURN

## APPENDIX

11. July 18, 2023 City Council meeting draft minutes
12. Item 5 -- CDBG Agreement
13. Item 6 -- All City Management Services Agreement
14. Item 7 -- JAG Grant Agreement
15. Item 8 -- Midas Dual Hotel CID Petition
16. Item 10 -- Quarterly Financial Report

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

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





**CITY COUNCIL  
MEMORANDUM**

**ITEM 1**

**SUBJECT:** Acceptance of the Bristol Highlands, 2nd Plat public improvements for maintenance  
**CONTACT:** Tim Green, Deputy Community Development Director  
**DATE:** August 1, 2023

**ACTION NEEDED:**

Accept the Bristol Highlands, 2nd Plat public improvements for maintenance.

**PROJECT BACKGROUND/DESCRIPTION:**

This project constructed public street, storm, and streetlight improvements related to the Bristol Highlands, 2nd Plat subdivision.

Staff performed a final inspection on July 18, 2023 and advised that all work had been completed in accordance with the plans and specifications. The maintenance bonds for this project shall go into force upon acceptance by the Governing Body on August 1, 2023 and will expire on August 1, 2025.

The contractor was Hayes Brothers Construction.

Total lane miles:	1.05 miles
Total statute miles:	0.53 miles
Pipe length:	2,172 linear feet

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

This project was funded by private development.

**STAFF RECOMMENDATION:**

Acceptance for maintenance.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

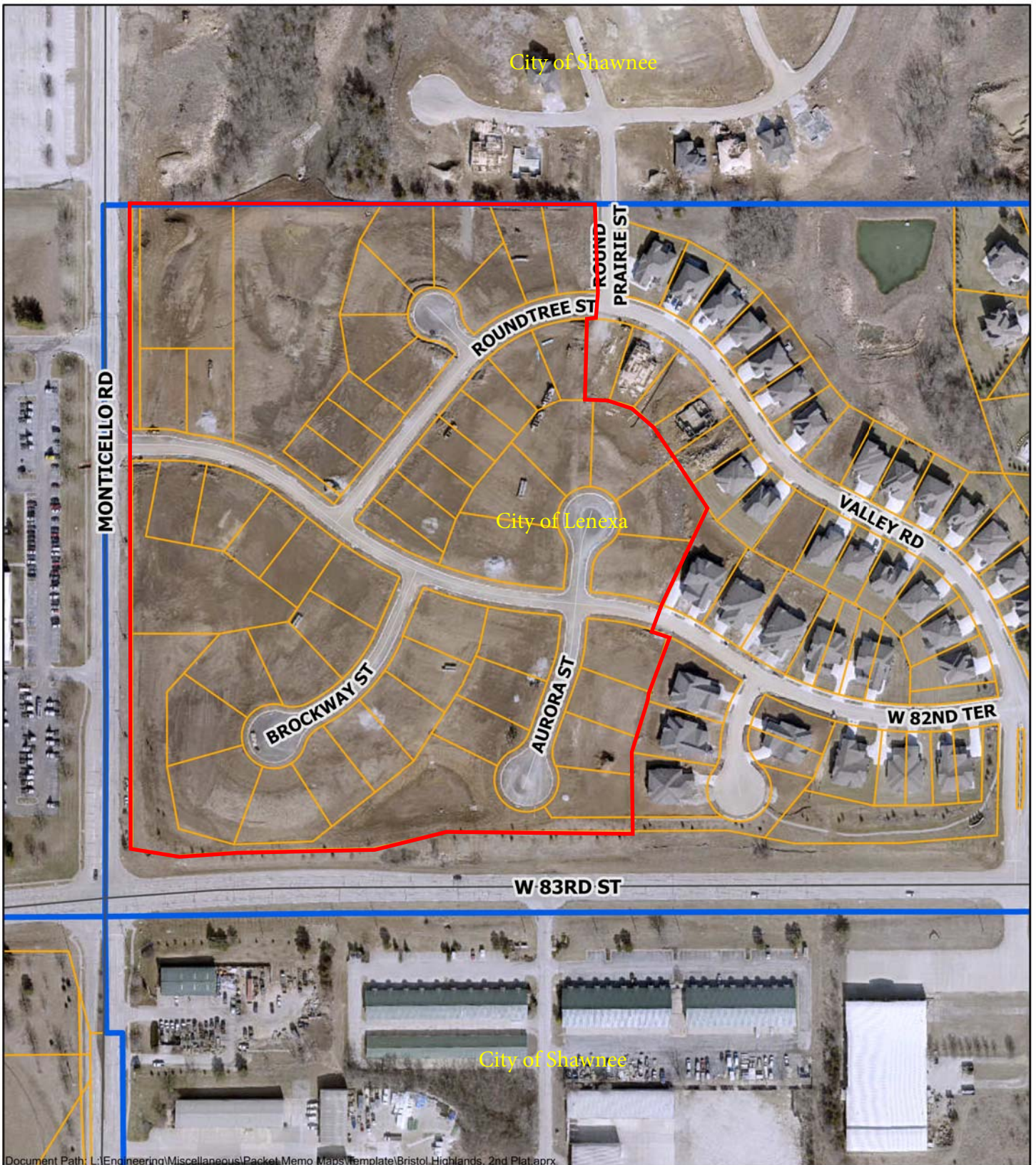
Integrated Infrastructure & Transportation

**Guiding Principles**

Strategic Community Investment

**ATTACHMENTS**

1. Map



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

## Bristol Highlands, Second Plat Public Improvements



0 125 250 500 Feet





**CITY COUNCIL  
MEMORANDUM**

**ITEM 2**

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**SUBJECT:** Acceptance of rights-of-way as shown on Crowder Family Dental, Final Plat  
**CONTACT:** Stephanie Kisler, Planning Manager  
**DATE:** August 1, 2023

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**ACTION NEEDED:**

Accept the rights-of-way as shown on Crowder Family Dental, Final Plat.

**APPLICANT:**  
Jay Healy, GBA

**OWNER:**  
CFD Holdings, LLC

**PROPERTY LOCATION/ADDRESS:**  
15906 W. 87th Street Parkway

**PROJECT BACKGROUND/DESCRIPTION:**

On, June 26, 2023, the Planning Commission approved the final plan and final plat to construct a 7,330 square foot dental clinic at 15906 W. 87th Street Parkway with dental offices on the ground floor and associated storage in the basement.

Rights-of-way are being dedicated to the City as part of the final plat.

**STAFF RECOMMENDATION:**  
Acceptance of the rights-of-way.

**PLANNING COMMISSION ACTION:**

This item was considered as Consent Agenda item 2 at the June 26, 2023 Planning Commission meeting. Vice-Chair Burson asked if there were any changes to the Consent Agenda and Scott McCullough, Community Development Director, explained a change to item 1. Vice-Chair Burson entertained a motion to **APPROVE** Consent Agenda items 1 through 5. Moved by Commissioner Harber, seconded by Commissioner Horine, and carried by a unanimous voice vote.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**  
Vibrant Neighborhoods

**Guiding Principles**  
Responsible Economic Development

## **ATTACHMENTS**

1. Map
2. Plat
3. PC Draft Minutes Excerpt



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

## Crowder Family Dental PL23-15F & PT23-15F



**FINAL PLAT**  
**CROWDER FAMILY DENTAL**  
(A plat of part of the Southwest Quarter of Section 29-12-24,  
Lenexa, Johnson County, Kansas)

**Description:**

The South 348.5 feet of the East 125 feet of the Southeast Quarter of the Southwest Quarter of Section 29, Township 12, Range 24 in Johnson County, Kansas.

**Dedications:**

The undersigned proprietors of the above-described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which hereafter shall be known as "Crowder Family Dental".

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

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

**Consent to Levy:**

The undersigned proprietors of the above described tract of land hereby consent and agree that the Board of County Commissioners of Johnson County, Kansas, and the City of Lenexa, Johnson County, Kansas, shall have the power to release such land herein dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

**Execution:**

IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CFD HOLDINGS L.L.C., a limited liability company, Owner of record of described property.

By: Richard D. Crowder, Member By: Susan E. Crowder, Member

**Acknowledgement:**

STATE OF KANSAS )  
COUNTY OF JOHNSON )

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard D. Crowder and Susan E. Crowder, Trustees of Richard D. Crowder Revocable Trust dated December 5, 2014, Members of CFD Holdings, L.L.C., to me personally acknowledged the execution of the same to be the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: \_\_\_\_\_ My Appointment Expires: \_\_\_\_\_

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

**Approval:**

APPROVED by the Planning Commission of the City of Lenexa, Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: Chris Poss, Chairperson

APPROVED by the City Council of the City of Lenexa, Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: Michael Boehm, Mayor Attest: Jennifer Martin, City Clerk

**Certification:**

I, Darren Sean Cahalan, hereby certify that during the month of August, 2021, I or someone under my direct supervision has made a survey of the above described tract of land and the results of said survey are correctly represented on this plat. The field work was completed on August 16, 2021.



Darren Sean Cahalan  
Kansas Land Surveyor No. 1341

**CROWDER FAMILY DENTAL,**  
a subdivision in  
Section 29, Township 12, Range 24,  
Lenexa, Johnson County, Kansas



**GEORGE BUTLER ASSOCIATES, INC.**  
CONSULTING ENGINEERS / ARCHITECTS / LANDSCAPE ARCHITECTS / PLANNERS  
ONE RENAISSANCE BLVD., LENEXA, KS 66219 (913) 662-1400  
Surveyor Email: scaldan@gbainc.com

**Basis of Readings:**

Kansas State Plane System 1983, North Zone, with the South line of the Southwest Quarter of Section 29, Township 12 South, Range 24 East, measured from a 3-1/2" Bronze Cap in a Monument Box at the Southwest corner of the Southwest Quarter, to a 3/4" Rebar w/No ID Cap in a Monument Box at the Southeast corner of the Southwest Quarter, having a bearing of North 87°39'52" East.

Job No. 14943 February, 4th, 2022 Drawn By: DSC  
Revised June, 9th, 2023

**Legend:**

- - Denotes 5" x 24" long Rebar with plastic GBA cap set at property corner unless otherwise noted
- - Denotes monument found as noted
- △ - Denotes Found Section Corner monument as noted herein
- - Limits of No Access

R/W / ROW - Right-of-Way

**Monumentation Notes:**

1. The origin of the found 5/8" Rebar at the Northwest and Northeast corners of boundary is uncertain, but presumed to be from an unrecorded survey of the property by others since the platting of Point West Apartments.
2. The origin of the found 1" pipe near the Northwest corner of boundary is unknown.

**Title Information:**

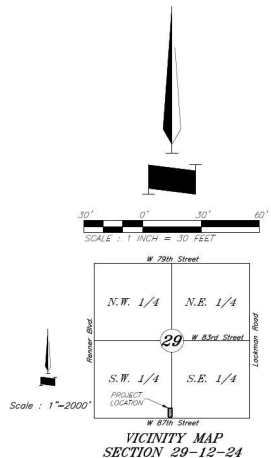
The easement information shown herein is based upon "Commitment for Title Insurance", prepared by Chicago Title Company, Commitment Number: KCC211546, Effective Date: June 8, 2021 at 08:00 A.M.

1. Blanket easement granted to Kansas City Power & Light Company, filed in Misc. Book 33, Page 491, (Ex. 8)
2. Easement granted to Johnson County, State of Kansas, filed in Book 95, Page 622, Falls within W. 87th St. Right-of-Way, (Ex. 10)
3. Temporary Construction Easement and Permanent Utility Easement taken by the City of Lenexa, Kansas and shown in Report of Appraisers filed in District Court Case 20CV03024, (Ex. 11)

OWNER/DEVELOPER:  
CFD HOLDINGS L.L.C.  
17809 Penrose Ln.  
Lenexa, KS 66219

Closure Summary Plat Boundary  
Precision, 1 part in: 947000000.000"

Error distance: 0.00'  
Error direction: N00°00'00"E





## CALL TO ORDER

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Vice-Chairman Burson called the regular meeting of the Lenexa Planning Commission to order at 7:00 p.m. on Monday, June 26, 2023. The meeting was held in the Community Forum at Lenexa City Hall at 17101 W. 87<sup>th</sup> Street Parkway, Lenexa, Kansas.

## ROLL CALL

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### COMMISSIONERS PRESENT

Commissioner Ben Harber  
Commissioner Don Horine  
Commissioner Brenda Macke  
Vice-Chairman Mike Burson  
Commissioner David Woolf  
Commissioner John Handley

### COMMISSIONERS ABSENT

Chairman Chris Poss  
Commissioner Curt Katterhenry

### STAFF PRESENT

Scott McCullough, Director of Community Development  
Andrew Diekemper, Assistant Chief – Fire Prevention  
Steven Shrout, Assistant City Attorney  
Gloria Lambert, Senior Administrative Assistant

## APPROVAL OF MINUTES

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The minutes of the June 5, 2023 meeting were presented for approval. Commissioner Horine requested an amendment to the minutes on page 3, revising the record of his comments related to the Sarah's Busy Bees (SU23-04) application. The proposed revision was:

Commissioner Horine told the applicant that the one-year special use permit will give her the opportunity to address the problem with people using her neighbor's driveway. Hopefully, after a year when she returns there will not be any concerns.

Vice-Chairman Burson entertained a motion to **APPROVE** the minutes as amended. Moved by Commissioner Horine, seconded by Commissioner Handley, and **APPROVED** by a majority voice vote.

## CONSENT AGENDA

1. **Redevelopment Project Plan 1L for the City Center TIF District - Consideration of a resolution for property located in the center block of 87<sup>th</sup> Street Parkway immediately west of Penrose Lane within the CC, Planned City Center, Zoning District.**
2. **Crowder Family Dentistry - Consideration of a final plan and final plat for a dental office located at 15906 W. 87<sup>th</sup> Street Parkway within the CP-O, Planned General Office District. PL23-15F & PT23-15F**
3. **Flite ATM (US Bank) - Consideration of a final plan for a new standalone drive-thru ATM located at 10135 Stevenson Street within the CP-2, Planned Community Commercial District. PL23-14F**
4. **Lenexa Old Town Activity Center - Consideration of a final plan for renovations to the community center located at 13420 Oak Street within the HBD, Planned Historic Business District. PL23-16F**
5. **Lenexa City Center Eleventh Plat (Midas Plat) - Consideration of a final plat for a mixed-use development with two hotels and retail space located between Elmridge Street and Penrose Lane and the east and west lanes of W. 87<sup>th</sup> Street Parkway within the CC, Planned City Center District. PT23-14F**

Vice-Chairman Burson asked if there were any changes to the Consent Agenda.

Scott McCullough responded, there is a change to Consent Item #1, the Redevelopment Project Plan 1L for the City Center TIF District. He stated the eligible expenses for the project have gone up by \$350,000 going from \$25,875,875.00 to \$26,225,875.00. He asked the Commission to please include that information in their consideration of that item.

Vice-Chairman Burson entertained a motion to **APPROVE** Consent Agenda Items 1-5. Moved by Commissioner Harber, seconded by Commissioner Horine, and carried by a unanimous voice vote.



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## STAFF REPORT

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Scott McCullough announced that Jason Leib resigned his appointment from the Commission by virtue of the City Code. To remind the commissioners of the attendance policy, he read Section 1-4-A-4 of the Code that states:

“Members of any board or commission shall be removed by the Mayor without City Council consent for any of the following reasons:

1. Absence from three (3) consecutive regularly scheduled meetings at which votes can be taken of the full board, committee, subcommittee or commission which the member is assigned.
2. Absence during any twelve (12) month period of more than one-third 1/3 of all regularly scheduled meetings at which a vote can be taken of the board or commission.
3. Noncompletion of the orientation provided for the specific board, committee, subcommittee or commission.”

He added that we do keep track of everyone’s attendance and if anyone needed to check theirs, they could do so at any time.

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## ADJOURNMENT

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Vice-Chairman Burson ended the regular meeting of the Lenexa Planning Commission at 7:05 p.m. on Monday, June 5, 2023.



**CITY COUNCIL  
MEMORANDUM**

**ITEM 3**

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**SUBJECT:** Approval to purchase of 6,000 tons of rock salt to be used for the 2023-2024 winter season  
**CONTACT:** Nick Arena, Director of Municipal Services  
**DATE:** August 1, 2023

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**ACTION NEEDED:**

Approve the purchase of 6,000 tons of rock salt for the 2023-2024 winter season.

**PROJECT BACKGROUND/DESCRIPTION:**

Crews responded to nine weather events during the 2022-2023 winter season using approximately 3,000 tons of rock salt.

This purchase of 6,000 tons of rock salt will restock what was used from the previous winter season and fully restock all of the city's locations for the upcoming 2023-2024 winter season. The salt will be stored in one of the four storage structures listed below.

Location	Capacity in Tons
Meritex Underground	8,000
Service Center (Fabric Structure)	4,000
Freedom Fields (Fabric Structure)	750
Service Center (Fabric Structure)	750

The City of Overland Park was the lead agency for the multi-city bid for rock salt. Other participating agencies include the Blue Valley School District, Johnson County, Leawood, Mission, Olathe, Roeland Park, and Shawnee. Two bids were received, with Independent Salt Company as the low bidder. The agreement allowed the City the sole option to renew the terms of the contract for two additional one-year periods.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The price per ton in 2021 was \$49.71 and the price in 2022 was \$53.93. The contract price per ton in 2023 is \$49.90, a \$4.03 decrease from 2022. The price includes delivery of the salt to any location. The total purchase price is \$299,400. There is sufficient funding in the Snow Operations budget for this purchase.

**STAFF RECOMMENDATION:**

Approval of the purchase.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

**Guiding Principles**

Prudent Financial Management

Superior Quality Services

**ATTACHMENTS**

None



**CITY COUNCIL  
MEMORANDUM**

**ITEM 4**

**SUBJECT:** Resolution approving and authorizing the Mayor to execute the City's standard form sponsorship agreement with Williams Food, LLC as a 2023 Chili Challenge festival Presenting Sponsor

**CONTACT:** Spencer Throssell, Assistant City Attorney

**DATE:** August 1, 2023

**ACTION NEEDED:**

Adopt a resolution approving and authorizing the Mayor to execute the City's standard form sponsorship agreement with Williams Food, LLC as a 2023 Chili Challenge festival Presenting Sponsor.

**PROJECT BACKGROUND/DESCRIPTION:**

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

In January 2023, staff issued a Request for Sponsorships (RFS) seeking proposals from individuals or entities interested in becoming a festival Presenting Sponsor. Proposals were evaluated using the sponsorship criteria contained in the City Sponsorship Policy. Staff recommends Williams Food, LLC be approved as a Presenting Sponsor for the Lenexa Chili Challenge, which will take place October 13-14, 2023.

Williams Food, LLC will be making a \$4,000 cash contribution and in-kind contributions in the form of:

- seven grand-prize winning gift baskets (\$175 total value),
- 10 small gift packs for Info Booth door prizes (\$150 total value),
- chili packets for the public (\$250 total value), and
- I-35 signage on the Williams Food, LLC building the week prior to the event.

In exchange, Williams Food, LLC will get the standard promotion, publication, advertising, radio advertisement, and signage benefits typically provided to Presenting Sponsors at City festivals, as further outlined in the agreement.

This agreement uses the City's standard form and is available for review in the City Clerk's office.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Inviting Places

**Guiding Principles**

Extraordinary Community Pride

**ATTACHMENTS**

1. Resolution

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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CITY'S STANDARD FORM SPONSORSHIP AGREEMENT WITH 2023 FESTIVAL PRESENTING SPONSOR C.H. GUENTHER AND SON D/B/A WILLIAMS FOOD, LLC.**

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

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

**WHEREAS**, the City's Parks and Recreation Department issued a Request for Sponsorship (the "RFS") in January 2023 seeking Presenting sponsors for the Lenexa Chili Challenge (the "Festival"); and

**WHEREAS**, in response to the RFS, certain respondents submitted proposals which met the minimum cash and/or in-kind investment to become a 2023 Festival Presenting sponsor, and such proposals complied with all other criteria set forth in the Governing Body's City Sponsorship Policy, GB-Gen-1; and

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

**WHEREAS**, the Governing Body desires to approve such Presenting sponsors and enter into the City's Standard Form Sponsorship Agreement with the successful respondents.

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

**SECTION ONE:** The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Standard Form Sponsorship Agreement, in substantially the same form as attached hereto as Exhibit A and incorporated herein by reference, as approved by the City Attorney, with the following 2023 Festival Presenting sponsor, as designated:

**The Lenexa Chili Challenge:**

*C.H. Guenther and Son d/b/a Williams Food, LLC*

**SECTION TWO:** This resolution shall become effective upon adoption.

**PASSED** by the City Council August 1, 2023.

**SIGNED** by the Mayor August 1, 2023.

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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Spencer L. Throssell, Assistant City Attorney



**CITY COUNCIL  
MEMORANDUM**

**ITEM 5**

**SUBJECT:** Resolution authorizing the Mayor to execute a subrecipient agreement with Johnson County and an Authorized Signature Form for Community Development Block Grant Project Number 2023-12

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

**DATE:** August 1, 2023

**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor to execute a subrecipient agreement with Johnson County, Kansas and an Authorized Signature Form for the Community Development Block Grant (CDBG) Project Number 2023-12.

**PROJECT BACKGROUND/DESCRIPTION:**

The City's CDBG entitlement funds are administered by Johnson County. Pursuant to the Memorandum of Understanding with Johnson County, the CDBG Program annual sub-grant to the City is based upon the City's percentage of the Johnson County population, according to the 2010 U.S. Census data, excluding the cities of Overland Park and Shawnee (both of which are "metropolitan cities"). The sub-grant is awarded annually based on project applications submitted to Johnson County.

In 2023, funding was awarded for CDBG street lighting project number 2023-12 for:

- Long Street from 87th Street Parkway to Santa Fe Trail Drive
- Rosehill Road from 87th Street Parkway to Santa Fe Trail Drive
- Gillette Street from 87th Street Parkway to 89th Street
- 89th Street from Noland Road to Rosehill Road

This subrecipient agreement sets forth the general terms and conditions, federal and Johnson County regulations and requirements, and financial management requirements for acceptance of the CDBG funds. The Authorized Signature Form certifies that the individual staff members listed on the form are authorized to sign the reimbursement requests for CDBG funds.

Staff will bid the project this year, but due to delays in acquiring street lighting equipment, work is expected to begin in 2024.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The project agreement provides CDBG funding, and the remaining amount is funded in the 2023-2027 Capital Improvement Program (CIP Project No. 60042).



CIP Project No. 60042	\$218,136.64
CDBG	\$182,863.36
Total	\$401,000.00

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

**Guiding Principles**

Strategic Community Investment  
Sustainable Policies and Practices

**ATTACHMENTS**

1. Map
2. Signature Form
3. Resolution
4. Agreement located in the Appendix



Document Path: C:\Users\cdpaula\OneDrive - lenexagcc\Desktop\83rd & Monticello packet memo map.aprx

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

## 2023 CDBG Streetlighting Project Aerial/Vicinity Map







**2023**  
**AUTHORIZED SIGNATURE FORM**  
**JOHNSON COUNTY CDBG PROGRAM**

Subgrantee: City of Lenexa CDBG Grant Number: 2023-12

Address: 17101 w 87th Street Parkway

Lenexa, KS 66219

**AUTHORIZED SIGNATURES FOR REQUEST FOR PAYMENT**

Please designate two or three individuals to sign "Reimbursement Requests" related to this project.

***Only one signature is required by Johnson County for submission.***

Name: <u>Tim Green</u>	Name: <u>Megan Sterling</u>
Title: <u>Deputy Director/City Engineer</u>	Title: <u>Accounting Manager</u>
Signature: <u> </u>	Signature: <u> </u>

Name: Nate Blum

Title: Chief Financial Officer

Signature:  

**CERTIFICATION**

**I hereby certify that any one of the above signatures is authorized  
to sign the Reimbursement Requests for CDBG funds.**

   
Name of Mayor, County Department Director, or Board Chair  
(Please Print)

   
Title

   
Signature of Mayor, County Department Director, or Board Chair

   
Date

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE SUBRECIPIENT AGREEMENTS WITH JOHNSON COUNTY, KANSAS AND AUTHORIZED SIGNATURE FORMS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NUMBER 2023-12, 2023 CDBG STREET LIGHTING PROJECT - LONG STREET, ROSEHILL ROAD, GILLETTE STREET & 89<sup>TH</sup> STREET.**

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

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

**WHEREAS**, the City of Lenexa's Governing Body has determined a Community Development Block Grant Project is necessary to conduct essential community development activities and desires to be eligible for participation; and

**WHEREAS**, County has authorized the use of funds provided in conjunction with the Grant Agreement for a Community Development Block Grant Project to be administered by the City of Lenexa ("City"); and

**WHEREAS**, said Community Developments have been determined by County to be eligible projects under Title I of the Housing and Community Development Act of 1974, as amended, in that said Community Development Block Grant Projects will enable City to replace street lights along Long street, Rosehill Road, Gillette Street and 89<sup>th</sup> Street; and

**WHEREAS**, County requires, as a condition precedent to County's requesting from HUD a release of funds for said project, the execution of the Subrecipient Agreements; and

**WHEREAS**, the Subrecipient Agreement and Authorized Signature Form, attached as Exhibits A, have been reviewed and accepted by the City's Governing Body.

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

**SECTION ONE:** The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Subrecipient Agreement and Authorized Signature Form for Project Numbers 2023-12, as set out in Exhibit A, and incorporated herein by reference.

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

**ADOPTED** by the City Council this 1st day of August, 2023.

**SIGNED** by the Mayor this 1st day of August, 2023.

[SEAL]

CITY OF LENEXA, KANSAS

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven Shrout, Assistant City Attorney



**CITY COUNCIL  
MEMORANDUM**

**ITEM 6**

**SUBJECT:** Resolution authorizing the Mayor to execute an agreement with All City Management Services for school crossing guard services during the 2023-2024 school year

**CONTACT:** Dawn Layman, Police Chief

**DATE:** August 1, 2023

**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor to execute an agreement with All City Management Services for school crossing guard services during the 2023-2024 school year.

**PROJECT BACKGROUND/DESCRIPTION:**

The Police Department has contracted with ACMS for crossing guard services since 2016. Because ACMS is the only provider of this service in this area and the PD is satisfied with their services, the PD recommends approval of a contract with them for the 2023-2024 school year. Currently, there are a total of 14 crossing guards at the following locations:

Mill Creek	79th Street & Pflumm Road
Mill Creek	79th Street & Cottonwood Street
Christa McAuliffe	83rd Street & Tomashaw Lane
Christa McAuliffe	83rd Street & Maurer Road
Rising Star	87th Street Parkway & Candlelight Lane (north)
Rising Star	87th Street Parkway & Candlelight Lane (south)
Sunflower	90th Street & Loiret Boulevard
Sunflower	90th Street & Lackman Road
Lenexa Hills	87th Street Parkway & Haven Street
Rosehill	99th Street & Rosehill Road
Canyon Creek	97th Street & McCormack Drive
Manchester Park	98th Street & Prairie Creek Road
Manchester Park	98th Terrace & Prairie Creek Road
Manchester Park	99th Street & Prairie Creek Road

Shifts for each crossing begin 30 minutes prior to school start time, lasting for 30 minutes, and begin five

minutes prior to school dismissal time, lasting for 30 minutes, or as otherwise agreed to by the parties, for a maximum of 1 hour per day.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The contract amount is estimated to be \$145,756.80, which is based on the total number of days school is in session and the number of crossing guard locations.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**  
Healthy People

**Guiding Principles**  
Superior Quality Services

**ATTACHMENTS**

1. Resolution
2. Agreement located in the Appendix

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

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC [“ACMS”] FOR SCHOOL CROSSING GUARD SERVICES.**

WHEREAS, the City desires to provide school crossing guard services through a third party; and

WHEREAS, ACMS has provided these services to City since August 1, 2016; and

WHEREAS, the City desires to continue contracting with ACMS for school crossing guard services for the 2023-2024 school year; and

WHEREAS, both parties have read and understand the terms and conditions of said Agreement, which is attached hereto as Exhibit “A”, and made a part hereof by reference.

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

SECTION ONE: The City of Lenexa, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Agreement for School Crossing Guard Services, attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION TWO: This Resolution shall become effective upon adoption.

ADOPTED by the City Council August 1, 2023.

SIGNED by the Mayor August 1, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
MacKenzie Harvison, Deputy City Attorney





**CITY COUNCIL  
MEMORANDUM**

**ITEM 7**

**SUBJECT:** Resolution authorizing the Mayor to execute a cooperative agreement with Johnson County, Shawnee, Olathe, and Overland Park for the distribution of funds under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program

**CONTACT:** Dawn Layman, Police Chief

**DATE:** August 1, 2023

**ACTION NEEDED:**

Adopt a resolution authorizing the Mayor to execute a cooperative agreement with Johnson County, Shawnee, Olathe, and Overland Park for the distribution of funds under the Edward Byrne Memorial Justice Assistance Grant Program (JAG).

**PROJECT BACKGROUND/DESCRIPTION:**

The cities of Lenexa, Shawnee, Olathe, and Overland Park, and Johnson County have agreed to apply jointly for the JAG award from the Office of Justice Programs, U.S. Department of Justice. The parties will each receive a different amount of the total award, determined by a formula based primarily on community crime levels.

The City of Olathe is being designated as facilitator and will be responsible for distributing the awards, which are intended for furthering and supporting the cities' efforts in preventing or reducing local crime and violence through state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities.

The Lenexa Police Department will use its portion of the grant to purchase two electric pedal-assist bicycles for the Bicycle Patrol Unit, which has existed for over two decades and has proven to be an invaluable asset. These officers are commonly found engaging with residents during community events, patrolling recreational areas, and proactively patrolling areas in need of a police presence. Currently, they use traditional bicycles, which, due to the weight of the officers' equipment and the terrain they patrol, leads to fatigue and inefficiency. The electric pedal-assist bikes will allow these officers to respond to critical situations more quickly.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

Johnson County total JAG Grant award	\$104,772
Lenexa's portion of the JAG Grant award	\$10,389
PD Operating funds	\$344
Total purchase price for electric pedal-assist bikes	\$10,733

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**  
Healthy People

**Guiding Principles**  
Superior Quality Services

**ATTACHMENTS**

1. Resolution
2. Agreement located in the Appendix

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

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE AGREEMENT BY AND AMONG THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS AND THE CITIES OF LENEXA, KANSAS, OLATHE, KANSAS, OVERLAND PARK, KANSAS AND SHAWNEE KANSAS FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FISCAL YEAR (FY) 2023 LOCAL SOLICITATION**

WHEREAS, Johnson County, Kansas and the cities of Lenexa, Olathe, Overland Park, and Shawnee (collectively referred to as the “parties”) are eligible to apply for a joint application award of \$104,722.00 under the Bureau of Justice Assistance Edward J. Byrne Memorial Justice Assistance Grant (JAG) Program FY 2023 Local Solicitation from the U.S. Department of Justice; and

WHEREAS, The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (28 U.S.C. 530(c)) is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, the JAG Program fosters streamline justice funding and grant administration, and allows local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions, and to improve the criminal justice system; and

WHEREAS, Olathe has coordinated with the other parties to obtain information about budget funding disparities among the parties and their proposed permissible uses of awarded funds under the JAG Formula Program grant; and

WHEREAS, the parties have determined that it is in the best interests of the public health, safety and welfare to undertake and cooperate in applying for JAG funding to further and support the efforts of the parties in preventing or reducing local crime and violence through state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities; and

WHEREAS, the City of Lenexa will be allocated \$10,389 of the total award; and

WHEREAS, the City of Lenexa intends to use its allocation to purchase two Interceptor power assist police bicycles and associated equipment for use by the City’s Bike Patrol Unit; and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorize the parties to cooperate in such governmental undertaking; and

WHEREAS, each of the parties have determined to enter into the Agreement for the aforesaid public purpose and undertaking as authorized and provided for by K.S.A. 12-2908, and amendments thereto.

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

SECTION ONE: The City Council hereby approves and authorizes the Mayor to execute the Cooperative Agreement by and Among the Board of County Commissioners of Johnson County, Kansas and the Cities of Lenexa, Kansas, Olathe, Kansas, Overland Park, Kansas and Shawnee, Kansas Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year (FY) 2023 Local Solicitation, which document is attached as Exhibit A and incorporated herein by reference.

SECTION TWO: The City Council hereby approves and authorizes the City Manager, or her designee, to execute any additional paperwork necessary to carry out the terms of the Agreement and purchases thereunder.

SECTION THREE: This Resolution shall become effective upon passage and execution by the Mayor.

ADOPTED by the City Council this 1<sup>st</sup> day of August, 2023.

SIGNED by the Mayor this 1<sup>st</sup> day of August, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

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

ATTEST:

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

APPROVED AS TO FORM:

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MacKenzie Harvison, Deputy City Attorney



**CITY COUNCIL  
MEMORANDUM**

**ITEM 8**

**SUBJECT:** Resolution calling for a public hearing to consider establishing a community improvement district for the City Center Midas Dual Hotel Project

**CONTACT:** Sean McLaughlin, City Attorney

**DATE:** August 1, 2023

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**ACTION NEEDED:**

Adopt a resolution calling for a public hearing to consider establishing a community improvement district (CID) for the City Center Midas Dual Hotel Project.

**PROJECT BACKGROUND/DESCRIPTION:**

The City received a petition from City Center Lenexa, LLC, which owns 100% of the land within the proposed CID, on behalf of Midas Lenexa CC, LLC ("Developer"), who is under contract to purchase the land within the proposed CID. In order to establish a CID, the City must hold a public hearing. The attached resolution provides notice of a public hearing to consider the establishment of a CID over property located in the center block of 87th Street Parkway immediately west of Penrose Lane. The public hearing will be held at the Tuesday, September 5, 2023 City Council meeting at 7 PM or as soon thereafter as may be heard. At the public hearing, staff will present more detailed information regarding the proposed CID Project. After the presentation, all interested persons will be provided an opportunity to be heard. Following the public hearing, the Governing Body, by a majority vote, may adopt an ordinance establishing the CID.

The proposed CID is proposing to levy a 1% CID sales tax on all property within the CID, which covers 2,318 acres ("Property"). The Developer anticipates constructing a mixed-use building containing an 187,695 square foot dual-branded hotel under the AC Hotel by Marriott flag and Residence Inn by Marriott flags or similar upscale flags; 11,797 square feet of commercial and retail space; and 129,412 square feet of structured parking.

The CID sales tax will commence on or about October 1, 2025 and the funds will be used to pay for approved CID eligible costs associated with the CID Project.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

It is proposed that this will be a pay-as-you-go reimbursement CID financed with a 1% CID sales tax on retail sales within the CID area.

**STAFF RECOMMENDATION:**

Adoption of the resolution.



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

### **Vision 2040**

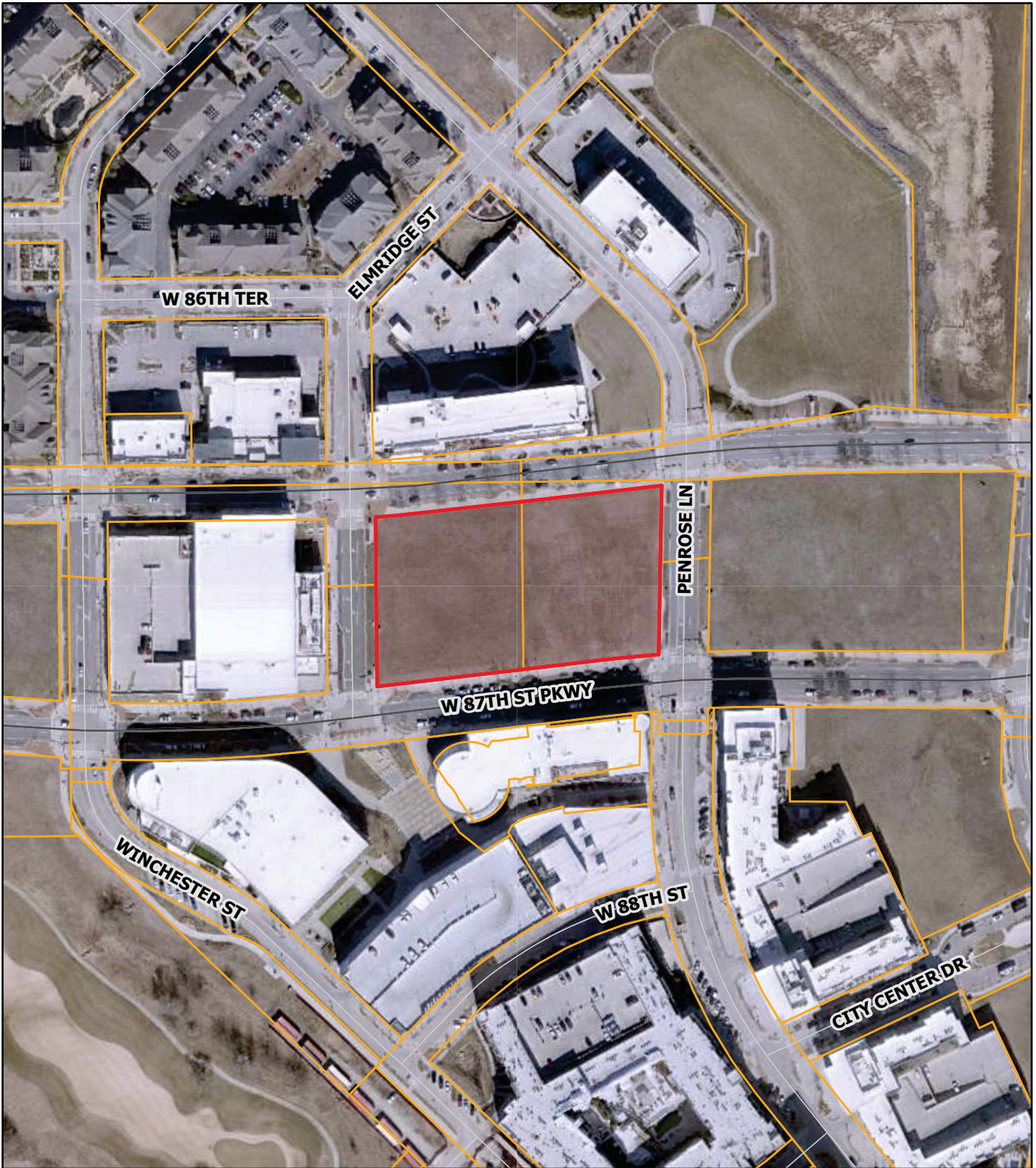
Thriving Economy

### **Guiding Principles**

Responsible Economic Development

## **ATTACHMENTS**

1. Map
2. Resolution
3. CID petition located in the Appendix



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

## Midas Lenexa City Center



0 125 250 500 Feet

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

**A RESOLUTION GIVING NOTICE OF A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF ESTABLISHING A COMMUNITY IMPROVEMENT DISTRICT OVER A PORTION OF IN THE CITY OF LENEXA, KANSAS (CITY CENTER MIDAS DUAL HOTEL PROJECT).**

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

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

**WHEREAS**, the City received a petition from the owners of record of 100% of the land within the proposed CID and the owners of 100% by assessed value of the land area within the proposed CID located in the center block of 87<sup>th</sup> Street Parkway immediately west of Penrose Lane (the “ Project”) and legally described in Section 8 herein; and

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

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

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

**SECTION 1.** A public hearing to consider the advisability of creating a CID shall be held at the Lenexa City Council meeting on September 5, 2023, at 7:00 p.m., central daylight time or as soon thereafter as it may be heard, in the Community Forum at the Lenexa City Hall, 17101 W. 87<sup>th</sup> St. Pkwy, Lenexa, Kansas.

**SECTION 2.** The general nature of the CID Project consists of construction of mixed-use building containing an approximately 187,695 s.f. dual-branded hotel under the AC Hotel by Marriott flag and Residence Inn by Marriott flag or similar upscale flags; approximately 11,797 s.f. of commercial and retail space; and approximately 129,412 s.f. of structured parking. The Petitioners are requesting that revenues generated from a CID Sales Tax be used to pay for or reimburse some or all of the Project costs. The general components of the Project include



but are not limited to such items as demolition and site preparation, construction of buildings and tenant finish improvements, including FF&E, construction of infrastructure and surface parking; ongoing operation and maintenance costs and other any other items or uses associated with the CID Project as authorized by the Act.

**SECTION 3.** The estimated total cost of the CID Project to be funded with the CID Sales Tax is \$78,714,729.

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

**SECTION 5.** The amount of the CID sales tax to be levied is one percent (1%) for a term of twenty-two (22) years from the date the CID sales tax is first collected and the Petition proposes a October 1, 2025 commencement date for the CID sales tax.

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

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

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

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 24 EAST, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 87°28'35" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,115.90 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 02°31'25" EAST A DISTANCE OF 7.62 FEET TO A POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 87TH STREET PARKWAY AND THE WEST RIGHT- OF-WAY LINE OF PENROSE LANE, AS THEY BOTH NOW EXIST, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00°52'05" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 246.27 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF 87TH STREET PARKWAY, AS IT NOW EXISTS; THENCE WESTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT

HAVING A RADIUS OF 2,056 FEET, AND A CHORD WHICH BEARS SOUTH 82°38'52" WEST, A DISTANCE OF 85.19 FEET, FOR AN ARC LENGTH OF 85.19 FEET; THENCE SOUTH 81°27'38" WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 327.39 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF ELMRIOGE STREET, AS IT NOW EXISTS; THENCE NORTH 02°26'24" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 246.82 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID 87TH STREET PARKWAY; THENCE EASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2,056 FEET, AND A CHORD WHICH BEARS NORTH 83°02'26" EAST, A DISTANCE OF 113.38 FEET, FOR AN ARC LENGTH OF 113.40 FEET; THENCE NORTH 81°27'38" EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 305.87 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS OR WAY.

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

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

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

**ADOPTED** by the Lenexa City Council this 1<sup>st</sup> day of August, 2023.

**SIGNED** by the Mayor this 1<sup>st</sup> day of August, 2023.

**CITY OF LENEXA, KANSAS**

[SEAL]

---

Michael A. Boehm, Mayor

Attest:

---

Jennifer Martin, City Clerk

Approved As To Form:

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Sean McLaughlin, City Attorney



## Exhibit A – Map of Proposed CID District



**Midas Lenexa City Center**





**CITY COUNCIL  
MEMORANDUM**

**ITEM 9**

**SUBJECT:** 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

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

**DATE:** August 1, 2023

**ACTION NEEDED:**

Adopt a resolution amending the Volumetric Rate Calculation Form ("Form") used in determining the fee paid for natural gas transported within the city in accordance with natural gas franchise ordinances.

**PROJECT BACKGROUND/DESCRIPTION:**

On July 15, 2008, the City passed Ordinance 5047 establishing the Form and allowing future amendments to be made by resolution. The Form allows the City to collect a franchise fee for natural gas transported, but not sold, within the city. The volumetric rate to be used for a given year is based upon the average settlement prices for natural gas for the preceding year. The City has received franchise fees for transport gas from the natural gas providers since January 1, 2009.

Pursuant to the City's natural gas franchises, the Form must be updated annually. The current Form took effect on January 1, 2023 and this resolution amends the Form to allow continued collection of this fee in 2024. The Form has been reviewed by both natural gas providers without any objection. Under this resolution, the volumetric rate will decrease from \$0.2491 to \$0.2345 in 2024. Following adoption of this resolution, the amended transport gas fee will be effective January 1, 2024.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The City currently has franchise ordinances with Kansas Gas Service Company and Atmos Energy Corporation. The 2024 franchise fees are expected to decrease because of the decrease in the volumetric rate.

**STAFF RECOMMENDATION:**

Adoption of the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**  
Thriving Economy

**Guiding Principles**  
Prudent Financial Management

## **ATTACHMENTS**

1. Exhibit
2. Resolution

**Volumetric Rate Calculation Form**  
**For the Transportation of Natural Gas in Pipelines Located in the City**  
**Based on the NYMEX settlement prices for the dates shown, published the following business day**

Source: Wall Street Journal, or DTN, or Gas Daily

Year	1	2	3	4	5	6	7	8	9	10	11	12
Month-Day	2022	2022	2022	2022	2022	2022	2023	2023	2023	2023	2023	2023
	<u>Jul-15</u>	<u>Aug-15</u>	<u>Sep-15</u>	<u>Oct-17</u>	<u>Nov-15</u>	<u>Dec-15</u>	<u>Jan-17</u>	<u>Feb-15</u>	<u>Mar-15</u>	<u>Apr-17</u>	<u>May-15</u>	<u>Jun-15</u>
Aug - 2022	7.016											
Sep - 2022	6.926	8.728										
Oct - 2022	6.917	8.712	8.324									
Nov - 2022	6.997	8.788	8.372	5.999								
Dec - 2022	7.096	8.903	8.522	6.479	6.034							
Jan - 2023	7.184	8.963	8.620	6.714	6.395	6.970						
Feb - 2023	6.881	8.497	8.319	6.508	6.143	6.589	3.586					
Mar - 2023	5.961	7.108	7.280	5.913	5.457	5.820	3.253	2.471				
Apr - 2023	4.825	5.394	5.791	5.014	4.765	5.279	3.218	2.555	2.439			
May - 2023	4.697	5.220	5.648	4.948	4.750	5.244	3.283	2.709	2.546	2.275		
Jun - 2023	4.748	5.268	5.698	5.023	4.833	5.339	3.421	2.896	2.759	2.444	2.375	
Jul - 2023	4.800	5.318	5.751	5.103	4.924	5.428	3.551	3.067	2.958	2.652	2.542	2.533
Aug - 2023		5.329	5.762	5.115	4.933	5.414	3.584	3.114	2.997	2.717	2.624	2.609
Sep - 2023			5.743	5.084	4.870	5.337	3.528	3.080	2.964	2.688	2.620	2.606
Oct - 2023				5.158	4.918	5.389	3.597	3.152	3.043	2.778	2.721	2.719
Nov - 2023					5.229	5.590	3.995	3.568	3.370	3.167	3.157	3.131
Dec - 2023						5.921	4.423	3.933	3.764	3.619	3.654	3.569
Jan - 2024							4.670	4.162	3.957	3.862	3.922	3.822
Feb - 2024								4.033	3.841	3.765	3.843	3.746
Mar - 2024									3.514	3.447	3.511	3.477
Apr - 2024										3.155	3.148	3.157
May - 2024											3.129	3.139
Jun - 2024												3.238
Avg Settlement Price	6.171	7.186	6.986	5.588	5.271	5.693	3.676	3.228	3.179	3.047	3.104	3.146

July 2022 through June 2023 settlement price average	4.690
X Bundled Franchise Fee Rate	5.0%
=Volumetric Rate/MCF for 2023	0.2345

Note: If the 15th of the month falls on a weekend or holiday, then use the settlement price on next business day.

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

**A RESOLUTION AMENDING THE VOLUMETRIC RATE CALCULATION FORM TO BE USED IN DETERMINING THE VOLUMETRIC RATE TO BE PAID FOR TRANSPORT GAS PURSUANT TO THE CITY'S NATURAL GAS FRANCHISES**

WHEREAS, the City of Lenexa, Kansas ("City") has previously adopted franchise ordinances with natural gas providers that allowed the City to receive compensation based on the volume of gas transported, but not sold within the City ("Transport Gas"); and

WHEREAS, under the franchise ordinances, the City must annually determine a Volumetric Rate by adopting a Volumetric Rate Calculation Form in order to receive compensation for Transport Gas; and

WHEREAS, Ordinance No. 5047, which was passed and signed on July 15, 2008, established a Volumetric Rate Calculation Form to take effect January 1, 2009, and authorized amendments to the form to be made by resolution; and

WHEREAS, the Volumetric Rate Calculation Form, attached hereto as Exhibit "A", and made a part hereof by reference, provides the method for which natural gas providers shall calculate the compensation to be paid to City for Transport Gas for calendar year 2024 under the City's natural gas franchises.

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

**SECTION ONE:** The Volumetric Rate Calculation Form, attached hereto as Exhibit "A" and incorporated herein by reference, shall amend the Volumetric Rate Calculation Form approved pursuant to Ordinance No. 5047 and is approved and adopted by the City for use in determining the compensation to be paid to the City for Transport Gas in calendar year 2024 under the City's natural gas franchises.

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

ADOPTED by the City Council this 1st day of August, 2023.

SIGNED by the Mayor this 1st day of August, 2023.

CITY OF LENEXA, KANSAS

[SEAL]

---

Michael A. Boehm, Mayor

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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Steven D. Shrout, Assistant City Attorney





**CITY COUNCIL  
MEMORANDUM**

**ITEM 10**

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**SUBJECT:** Quarterly Financial Report

**CONTACT:** Nate Blum, Chief Financial Officer

**DATE:** August 1, 2023

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**PROJECT BACKGROUND/DESCRIPTION:**

The Finance Department has prepared the 6/30/2023 quarterly financial report for review by the Governing Body. Staff will review the report at the meeting.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

**Guiding Principles**

Prudent Financial Management

**ATTACHMENTS**

1. Report located in the Appendix

# APPENDIX



**MINUTES OF THE  
JULY 18, 2023  
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, Arroyo, Sayers, and Denny were present with Mayor Boehm presiding.

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

**APPROVE MINUTES**

*Councilmember Roh made a motion to approve the June 20, 2023 City Council meeting draft minutes and Councilmember Arroyo seconded the motion. Motion passed unanimously.*

**MODIFICATION OF AGENDA**

There were no modifications to the agenda.

**APPOINTMENT**

Mayor Boehm presented Glenn Shain, P1 Group, Inc., for appointment to the Building Code Board of Appeals to fill a vacancy with a term that expires February 28, 2026.

*Councilmember Nolte made a motion to approve the appointment and Councilmember Karlin seconded the motion. Motion passed unanimously.*

**CONSENT AGENDA**

1. Bid award to Infrastructure Solutions for the 79th Street west of Quivira Road, 98th Terrace & Walker Street, and 95th Street & Alden Lane Storm Drainage Improvement Projects  
*These three storm drainage improvement projects were combined into one bid for efficiency. The contractor will perform pipe replacement or pipe lining at these different locations in the city. Infrastructure Solutions bid \$729,880 for all three projects. Each project will also receive 50% funding from the Johnson County Stormwater Management Program.*
2. Bid award to Centric Construction Group, LLC for the construction of the Cedar

Station Park Project, Phase 1

*This 74-acre park is located on the east and west sides of Canyon Creek Boulevard just north of K-10 Highway. Phase 1 of the project will develop 1.75 acres of parkland abutting the northwest corner of Mize Lake, adding needed infrastructure to improve community access. Centric Construction Group, LLC bid \$1,038,165 for the project.*

3. Acceptance for maintenance

a. Acceptance of the Mize Hill, 1st Plat public improvements for maintenance

*This project constructed public street, storm, and streetlight improvements in the Mize Hill, 1st Plat subdivision. The project was funded by private development.*

b. Acceptance of the 99th Street & Canyon Creek Boulevard Intersection Improvements Project for maintenance

*This project constructed a traffic signal at the intersection of 99th Street & Canyon Creek Boulevard with associated ADA ramps, street lighting, and pavement markings. The total cost of construction was \$539,673.65.*

4. Resolution amending the City Sponsorship Policy

*The proposed amendments revise the City's Sponsorship Policy to comply with Kansas House bill 2100, which was adopted during the 2023 Kansas legislative session.*

5. Resolution calling for a public hearing to consider approving Redevelopment Project Plan 1L in the City Center TIF District (City Center Midas Dual Hotel Project)

*This resolution is only to provide notice of a public hearing on September 5, 2023, at which time the Governing Body will consider approving Redevelopment (TIF) Project Plan 1L encompassing 2.318 acres located in the center block of 87th Street Parkway immediately west of Penrose Lane in the City Center TIF District.*

6. Resolution authorizing the Mayor to execute an agreement with the Kansas Department of Transportation for the construction of the 95th Street & Loiret Boulevard Intersection Improvement Project

*Improvements to the 95th Street & Loiret Boulevard intersection require the City to enter into an agreement with the Kansas Department of Transportation. The project's estimated total is \$2.09 million; however, the City has been awarded \$753,510 in Congestion Mitigation Air Quality (CMAQ) improvement program funding.*

7. Resolution authorizing the Mayor to execute an agreement with H.W. Lochner, Inc. to provide design services for the 103rd Street over Flat Rock Creek Bridge Replacement Project

*This agreement is for final design and preparation of construction plans for the 103rd Street over Flat Rock Creek Bridge Replacement Project. The total contract cost is \$159,246.*

8. Resolution amending the Jayhawk Ridge CID Development Agreement to extend the time for performance

*The City established the Jayhawk Ridge Community Improvement District and the City entered into a Development Agreement with Jayhawk Ridge, LLC for the*

*construction of a mixed-use retail, commercial, and residential project generally referred to as Vista Village, located at Ridgeview Road & Prairie Star Parkway. The developer has requested additional time to complete the construction associated with the project.*

9. Resolution amending the Disposition and Development Agreement with Jayhawk Ridge, LLC extending the time for performance and priority of TIF distributions related to Project Plan 5 in the Ridgeview Mining TIF District  
*The City established Project Plan 5 in the Ridgeview Mining TIF District and the City entered into a Disposition and Development Agreement with Jayhawk Ridge, LLC for the construction of a mixed-use retail, commercial, and residential project, generally referred to as Vista Village, located at Ridgeview Road & Prairie Star Parkway. The developer has requested additional time to complete the construction associated with the project and an amendment to the TIF distribution priority.*
10. Resolution authorizing the City to construct certain main trafficway improvements and authorizing the issuance of general obligation bonds to finance the improvements  
*The 99th Street & Clare Road Project, which is included in the 2023-2027 Capital Improvement Program, can receive financing with general obligation bonds. Before the improvements can be financed with general obligation bonds, state statute requires adoption of a resolution authorizing the construction and financing of the main trafficway improvements.*
11. Resolution amending Resolution 2021-108 related to the City's intent to issue approximately \$18 million in industrial revenue bonds and amending the payment in lieu of taxes agreement associated with construction of a commercial facility at 113th Street & Britton Street (Lenexa Logistics Centre South - Building 6)  
*The City adopted Resolution 2021-108 determining the intent of the City to issue its industrial revenue bonds in the approximate amount of \$16,210,000 to help finance the cost of acquiring, constructing, and equipping a commercial facility in Lenexa Logistics Centre South and approving a payment in lieu of taxes agreement. Due to construction delays and increased costs, the developer is requesting a 12-month extension from July 31, 2023 to July 31, 2024 and an increase in the amount of the issuance to \$18 million.*
12. Ordinance adjusting special assessments on property in the Lenexa Logistics Centre North Phase II Special Benefit District - Stormwater Improvements  
*The City established the Lenexa Logistics Centre North Phase II Special Benefit District - Stormwater Improvements in 2021 to construct stormwater improvements. Upon substantial completion of the project, the City approved Ordinance 5889 levying special assessments of \$1,585,000. An error at Johnson County resulted in the special assessment not being levied on the property in the district so an ordinance correcting the error and adjusting the assessments is needed.*
13. Consideration of an ordinance and a resolution authorizing the issuance of up to \$14,205,000 in general obligation bonds (Series 2023A)
  - a. Ordinance authorizing the issuance of the bonds
  - b. Resolution authorizing the sale and delivery of the bonds

*The City has scheduled the sale of the Series 2023A general obligation improvement bonds on August 17, 2023 to provide permanent financing for two capital improvement projects. The ordinance and resolution authorize the sale of the bonds and establish parameters for awarding of the bonds to the best bidder.*

### **END OF CONSENT AGENDA**

Mayor Boehm said he would abstain from item 1 due to a potential conflict of interest.

Councilmember Nolte said he would abstain from items 8 and 9 due to potential conflicts of interest.

*Councilmember Sayers made a motion to approve items 2-7 and 10-13 on the consent agenda and Councilmember Denny seconded the motion. Motion passed unanimously.*

*Councilmember Roh made a motion to approve items 8 and 9 on the consent agenda and Councilmember Karlin seconded the motion. Motion passed 7-0-1 with Councilmember Nolte abstaining.*

Council President Karlin asked if there was any discussion on item 1 and there was none.

*Councilmember Eiterich made a motion to approve item 1 on the consent agenda and Councilmember Nicks seconded the motion. Motion passed unanimously with Mayor Boehm abstaining.*

### **NEW BUSINESS**

14. Resolution calling for a public hearing on August 22, 2023 to consider exceeding the revenue neutral property tax rate and a public hearing on August 22, 2023 to consider the fiscal year 2024 annual budget

*State law requires cities to publish notice and conduct a public hearing prior to adopting a property tax rate that exceeds the revenue neutral property tax rate. In addition, state law requires cities to publish notice and conduct a public hearing prior to adoption of the annual budget. Staff proposes to hold both public hearings on August 22, 2023 regarding the FY 2024 budget. The estimated property tax rate is 27.372 mills for the 2024 budget, which exceeds the revenue neutral property tax rate of 25.644 mills as calculated by Johnson County, KS. However, the estimated property tax rate is 0.750 mill lower than the levy for the 2023 budget.*

Nate Blum, Chief Financial Officer, said this resolution sets the public hearing for the intent to exceed the revenue neutral rate for August 22<sup>nd</sup>. He said the recommended mill levy is 27.372 mills, which exceeds the revenue neutral rate as calculated by Johnson County; however, it is a three-quarter of a mill roll-back from FY 2023. He added that this also sets the public hearing for the FY 2024 budget for August 22<sup>nd</sup> and sets the maximum expenditures at \$224.8 million. He said that this amount cannot be increased but can be decreased up until the budget is adopted.



*Councilmember Eiterich made a motion to approve Item 14 and Councilmember Roh seconded the motion. Motion passed unanimously.*

### **COUNCILMEMBER REPORTS**

Councilmember Roh thanked staff for all their work following Friday's storm. He has received feedback appreciative of the quick response and communication.

Mayor Boehm said he received lots of thanks for the information being posted to the website quickly after storm, reassuring residents that a plan was being devised and was forthcoming alleviated a lot of questions. He gave all the credit to staff and said these efforts made Lenexa shine.

Councilmember Nicks thanked Mayor Boehm for his updates on the electrical outages.

Councilmember Karlin said he echoed all these thoughts and gave a shout out to staff for answering all of the questions quickly and thoroughly.

Mayor Boehm gave a shout out to all those involved with the Old Town Food Truck Frenzy and Moonlight Bike Ride event that was Saturday night, saying it was yet another successful event.

### **STAFF REPORTS**

Beccy Yocham, City Manager, said she is also proud of the team's response to the storm.

Nick Arena, Municipal Services Director, provided an update on the storm and the City's response. He said the National Weather Service issued a Considerable Damage Severe Thunderstorm Warning at 3 PM Friday with expected 70-80 miles per hour winds. He said Lenexa had a reported 89 mph gust, which is equivalent to a Category 1 hurricane and an EF1 tornado. He said crews responded immediately following the passage of the storm, removing trees and debris from the streets and completed that around 10:30 PM. He added that there was considerable damage to trees of all sizes throughout the entire city.

Mr. Arena presented videos of the wind velocity and storm radar and photos of post-storm damage across the city.

Mr. Arena said that crews have started the city-wide curbside pickup in the heaviest hit areas, but there will also be a daily pickup schedule of defined areas and dates beginning in western Lenexa. He said residents could also drop off debris at the Service Center on Saturday and Sunday from 8AM to 4PM.

Mr. Arena said that Parks crews will clear the trails and parks, Stormwater crews would clear streams and creeks. He added that crews are keeping track of all materials and equipment used in case of an emergency declaration. He presented the city-wide cleanup schedule map.

Councilmember Arroyo asked if there was any damage to infrastructure and if there

were any sinkholes. Mr. Arena said some signs were damaged and there were a couple reports of sinkholes, which Stormwater crews are investigating.

Mayor Boehm welcomed Councilmember Roh's niece and nephew, Lizzie and Travis, who were visiting from Nebraska. Travis said he liked seeing everything play out in the meeting.

## **END OF RECORDED SESSION**

## **BUSINESS FROM FLOOR**

There was no business from the floor.

## **EXECUTIVE SESSION**

15. Discuss potential litigation with the City's attorney subject to attorney-client privilege (K.S.A. 75-4319(b)(2))

Mayor Boehm stated, "I will entertain a motion for the City Council to recess into executive session in the Green Room to discuss potential litigation. The justification for such executive session is for consultation with an attorney for the City which would be deemed privileged in an attorney-client relationship in accordance with K.S.A. 75-4319(b)(2). Present in the executive session will be the Governing Body and the following staff members: City Manager Beccy Yocham, Fire Department Chief Travis Vaughn, City Attorney Sean McLaughlin, Deputy City Attorney MacKenzie Harvison, and Assistant City Attorney Steven Shrout. The executive session will start at 7:20 PM and last 20 minutes and the open meeting will resume at 7:40 PM in the Green Room."

*Councilmember Roh made a motion to recess into executive session and Councilmember Eiterich seconded the motion. Motion passed unanimously.*

Mayor Boehm opened the Green Room door and stated, "It is 7:40 PM and the Governing Body reconvened into the public meeting and no votes were taken or decisions made during the executive session."

*Councilmember Denny moved to authorize the City Attorney to proceed on the litigation matter as discussed in executive session and Councilmember Karlin seconded the motion. Motion passed unanimously.*

## **ADJOURN**

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

The meeting adjourned at 7:40 PM.

## **SUBRECIPIENT AGREEMENT**

**AN AGREEMENT BETWEEN CITY OF LENEXA AND JOHNSON COUNTY, KANSAS, A CDBG URBAN COUNTY, FOR THE ESTABLISHMENT AND DEVELOPMENT OF COMMUNITY DEVELOPMENT BLOCK GRANTS/ENTITLEMENT GRANTS (CFDA No. 14.218), PROJECT NUMBER 2023-12.**

**THIS SUBRECIPIENT AGREEMENT is made and entered into by and between the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as "County" and the City of Lenexa, hereinafter referred to as "Subrecipient".**

### **WITNESSETH:**

**WHEREAS, the County has entered into a Grant Agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", for Federal assistance under Title I of the Housing and Community Development Act of 1974, as amended; and**

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

**WHEREAS, pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended, the County has authorized the use of funds provided in conjunction with said Grant Agreement for a Community Development Block Grant (CDBG) project to be administered by the Subrecipient; and**

**WHEREAS, said CDBG project has been determined by the County to meet the national objective of benefiting low- and moderate-income persons; and**

**WHEREAS, said CDBG project has been determined by the County to be an eligible Public Facilities and Improvements project, under Title I of the Housing and Community Development Act of 1974, as amended; and**

**WHEREAS, the County requires, as a condition precedent to the County's requesting from HUD a release of funds for said CDBG project, the execution of this Subrecipient Agreement;**

**NOW, THEREFORE, in consideration of the above recitals, the mutual promises, covenants, conditions, and agreements hereinafter set forth, it is agreed by the parties hereto as follows:**

### **Article I Statement of Work**

- A. The Subrecipient agrees to perform or carry out the Project described in Subrecipient's May 20, 2022, Application for funding, which is incorporated herein by reference and kept on file in the County's Community Development office. The Subrecipient will use CDBG funds for a Street Lighting Installation project in Old Town Lenexa, Area 3, to "remove existing high-pressure sodium (HPS) streetlight fixtures and outdated poles and replace with high efficiency LED streetlights and new poles to meet current illumination standards for pedestrians and vehicles."**
- B. Subject to the provisions of Article III, General Terms and Conditions, of this Subrecipient Agreement, the County agrees to provide funding to the Subrecipient in an amount not to exceed \$182,863.36 to be used for design, construction, inspection, and material testing.**
- C. The County shall not authorize the Subrecipient to draw on funds unless said funds are to provide payment for work, as set forth in the Subrecipient's Application. The authorization provided by this section shall be limited by the amount established in Article I. B.**

- D. The period of performance for activities assisted by this Subrecipient Agreement shall commence on January 1, 2023 and be completed by December 31, 2023, except for those activities required for project closeout.
- E. Reports
1. The Subrecipient agrees to submit quarterly progress reports on a form supplied by the County. These reports are due in the County's Community Development office on April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup>.
  2. The Subrecipient further agrees to submit a completed Project Beneficiary Information form for the full program year, supplied by the County's Community Development office, for any activity remaining open at the end of the 2023 grant year. This report is due in the County's Community Development office on January 5, 2024.
- F. If it is known or anticipated that the activity funded by this grant will not be closed out by December 31, 2023, a request for an extension must be made in writing to the County's Community Development Coordinator. The request will explain the reason(s) why the activity will not be completed by December 31, 2023 and provide a firm timeline for completion. If a request for an extension is not submitted, no future reimbursements will be made until a request for an extension is submitted. The request must be received by December 1, 2023 and signed by the Mayor.

## **Article II Definitions**

Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein. Further definitions are as follows:

- A. "Application" means all papers, documents, exhibits, maps, etc., submitted by the Subrecipient's Project as part of the County's CDBG Program, and any amendments, supplements, or revisions thereto submitted prior to the County seeking from HUD a release of funds for said projects.
- B. "Assistance" means the grants and any loans secured by loan guarantees provided under this Subrecipient Agreement.
- C. "Assurances" means the same certifications and assurances submitted by the County with its grant application pursuant to the requirements of 24 CFR Part 570.
- D. "Program" means the Community Development Block Grant programs, projects, or other activities, including the administration thereof, with respect to which Assistance is being provided under this Subrecipient Agreement.
- E. "Program Income" means gross income received by the Subrecipient directly generated from the use of CDBG funds.
- F. "Project" means the activities outlined by the Subrecipient's Application and published by the County in its 2023 Action Plan for uses of Community Development funds.
- G. "Subrecipient" means each entity that receives funding pursuant to this Subrecipient Agreement.

## **Article III General Terms and Conditions**

Upon execution of this Subrecipient Agreement, the County agrees to provide to the Subrecipient



authorization to draw upon funds provided to the County pursuant to a Grant Agreement between the County and HUD, provided, no draft shall be honored by the County until HUD has released funds for Subrecipient's CDBG Project. Said authorization shall be subject to the terms and conditions of this Subrecipient Agreement, any applicable laws, regulations and requirements of HUD, which are now or hereafter in effect, and all rules, regulations and requirements issued by the County.

The Subrecipient agrees that notwithstanding any other provision of this Subrecipient Agreement, any requirements of amendments to Title I of the Housing and Community Development Act of 1974, as amended, which supersede or are not provided for in the HUD program regulations shall govern the use of the Assistance provided until revised regulations implementing such requirements are published for effect.

#### **Article IV Federal Regulations and Requirements**

The Subrecipient shall provide to the County all Assurances and Certifications required of the County by HUD. This shall include assurances that the Subrecipient certifies that this grant will be conducted and administered in conformity with the following laws and requirements.

**A. Affirmatively Furthering Fair Housing (24 CFR Part 570, Subpart K, 570.601)**

The Subrecipient shall comply with Public Law 88-352 and Public Law 90-284 and Executive Order 11063, as amended by Executive Order 12259.

**B. Nondiscrimination (24 CFR Part 570, Subpart K, 570.602)**

The Subrecipient shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and any other applicable federal, state or local law, rule or regulation governing nondiscrimination.

**C. Labor Standards (24 CFR Part 570, Subpart K, 570.603)**

The Subrecipient shall comply with Section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work, that is valued in excess of \$2,000, assisted under this Subrecipient Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 USC 276a to 276a-5) and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the contractors and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable federal laws and regulations pertaining to labor standards. Residential rehabilitation in structures with less than eight (8) units is exempted from these labor standards.

**D. National Flood Insurance Program (24 CFR Part 570, Subpart K, 570.605)**

The Subrecipient shall comply with Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with Assistance provided under this Subrecipient Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on

such land is not itself funded with Assistance provided under this Subrecipient Agreement.

**E. Displacement, Relocation, Acquisition, and Replacement of Housing (24 CFR Part 570, Subpart K, 570.606)**

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1990, as amended:

The Subrecipient agrees for the duration of this Subrecipient Agreement to:

1. Ensure that owners of real property acquired for federal and federally assisted projects are treated fairly and consistently; encourage and expedite acquisition by agreements with such owners; minimize litigation and relieve congestion in the courts; and promote public confidence in federal and federally-assisted land acquisition programs; and
2. Comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1990 ("the Act"), as required under Section 570.606(a) (Title I of the Housing and Community Development Act of 1974, as amended) and federal implementing regulations; the requirements of Section 570.606(b) governing the residential antidisplacement and relocation assistance plan under Section 104(d) of the Act (including a certification that such a plan is being followed; the relocation requirements of Section 570.606(c) governing displacement subject to Section 104(K) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.

**F. Equal Employment (24 CFR Part 570, Subpart K, 570.607)**

The Subrecipient shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, Equal Employment Opportunity. During the performance of this Subrecipient Agreement, the Subrecipient agrees as follows:

1. The Subrecipient shall not discriminate against any employee because of race, color, religion, sex, age, or national origin. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, handicap or familial status.
3. The Subrecipient shall incorporate foregoing requirements in all contracts that are deemed necessary to carry out Project activities.
4. The Subrecipient agrees that it will assist and cooperate actively with the Secretary of Labor and the County in obtaining the compliance of contractors and subcontractors with the above equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Secretary in the discharge of its primary responsibility for securing compliance.



**G. Contracting Opportunities (24 CFR Part 570, Subpart K, 570.607)**

The Subrecipient shall comply with requirements of Section 3, of the Housing and Urban Development Act of 1968 (12 USC 1701U), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the Project.

The Subrecipient shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with Assistance provided under this Subrecipient Agreement, the Section 3 clause set forth in 24 CFR 135.

**H. Lead-Based Paint (24 CFR Part 570, Subpart K, 570.608)**

In the construction or rehabilitation of residential structures with Assistance provided under this Subrecipient Agreement the Subrecipient will comply with the Lead-Based Paint Regulations issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC 4832, et seq.) and the Lead Safe Housing Rule (24 CFR 35).

**I. Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 570, Subpart K, 570.609)**

The Subrecipient agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contract and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

**J. Uniform Administrative Requirements and Cost Principles (24 CFR Part 570, Subpart K, 570.610)**

The Subrecipient shall comply with the policies, guidelines, and requirements of 2 CFR Part 200.

**K. Conflict of Interest (24 CFR Part 570, Subpart K, 570.611)**

1. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Subrecipient Agreement or to any benefit to arise from the same.
2. Interest of Officers, Employees or Agents of Subrecipient, Members of Local Governing Body, or other Public Officials. No officer, employee or agent of the Subrecipient, or its designee, no officer, employee or agent of the County who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Subrecipient Agreement. The Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.
3. Prohibition Against Payments of Bonus or Commission. The Assistance provided under this Subrecipient Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such Assistance, or HUD approval of applications for additional Assistance, or any approval or concurrence of HUD required under this Subrecipient Agreement, Title I of the Housing

and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

**L. Executive Order 12372 (24 CFR Part 570, Subpart K, 570.612)**

Executive Order 12372, Intergovernmental Review of Federal Programs, applies to a CDBG funded activity only where the Subrecipient proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

**M. Eligibility Restrictions for Certain Resident Aliens (24 CFR Part 570, Subpart K, 570.613)**

Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities. Covered activities mean either:

1. Activities that have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons; or
2. Activities that are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (excluding activities serving the public at-large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

**N. Architectural Barriers Act and the Americans With Disabilities Act (24 CFR Part 570, Subpart K, 570.614)**

The Subrecipient shall comply with the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40) for residential structures, and Appendix A to 41 CFR Part 101-19, subpart 101-19.6.

The Subrecipient shall comply with the Americans With Disabilities Act which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

**Article V  
County Rules, Regulations and Requirements**

**A. Records**

The Subrecipient shall maintain records with respect to all matters covered by this Subrecipient Agreement. At a minimum the following records will be maintained in a file for the CDBG funded Project:

- Citizen Participation
- Subrecipient Application
- Written agreement(s)
- Records demonstrating that the activity meets a National Objective
- Income eligibility records
- Project Beneficiary Forms
- Financial statement and records
- Purchasing records
- Audits
- Fair housing and equal opportunity records
- Construction Contracts and related documents
- Draw down requests (with source documentation, including invoices, purchase orders,

etc).  
Monitoring reports and correspondence

Such records shall be maintained for a period of five (5) years after receipt of the final payment under this Subrecipient Agreement.

**B. Program Income**

The Subrecipient agrees to return Program Income to the County except where the Subrecipient can demonstrate its ability to use the income in accordance with requirements of Title I of the Housing, and Community Development Act of 1974, as amended. For purposes of this Subrecipient Agreement, Program Income includes, but is not limited to: proceeds from the disposition by sale or long term lease of real property purchased with CDBG funds; income from the temporary use or leasing of properties acquired with CDBG funds pending the disposition or use for which the property was acquired; payments of principal and interest on loans made using CDBG funds; and, interest earned on Program Income pending disposition of such income.

Program Income shall be recorded as part of the financial transaction of the grant program. Program Income received before expiration of this Subrecipient Agreement may be retained by the Subrecipient if the Program Income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds and that such Program Income shall affect withdrawals of grant funds as follows:

1. Program Income in the form of repayments to or interest earned on a revolving fund shall be disbursed before additional cash withdrawals are made.
2. All other Program Income shall be disbursed for eligible activities before additional cash withdrawals are made.
3. Program Income on hand at the expiration of this Subrecipient Agreement, or received after expiration of this Subrecipient Agreement, shall be returned to the County.

**C. Payment**

1. The County agrees to provide funding for expenditures of the Subrecipient under this Subrecipient Agreement in the manner set forth in the County Financial Management Requirements for the Community Development Block Grant Program.
2. The County shall not authorize the Subrecipient to draw on funds unless said funds are to provide for payment for work, as set forth in the Subrecipient's Application.
3. It is understood and agreed by the parties hereto that the County will not process a request for final payment of expenditures until the Subrecipient has supplied a fully completed Project Beneficiary Information form supplied by the County's Community Development office.
4. At any time during the period of performance the County may review program costs incurred by the Subrecipient. Upon such review the County shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures. If the County disallows a cost, the County may deduct the amount of disallowed cost from any future payments under this Subrecipient Agreement or require that the Subrecipient refund the amount of the disallowed cost(s) for as long as the records are maintained.
5. Notwithstanding any other provision of this Subrecipient Agreement to the contrary, it is understood and agreed by the parties hereto that the County's obligation to provide funding to the Subrecipient under this Subrecipient Agreement is expressly contingent

upon the level of funding made available to the County from HUD. Should such funding level be reduced by HUD or no longer be made available to the County from HUD sufficient to support the amount of funding to be provided by the County under this Subrecipient Agreement then this Subrecipient Agreement may be amended to reflect such reduction in funding or, at the option of the County, may be terminated upon written notice to the Subrecipient stating the effective date of termination. Should either event occur, it is understood and agreed by the parties that the County shall not be obligated to provide funding beyond the amended amount or beyond any amount provided to the Subrecipient by the County prior to said date of termination.

**D. Financial Management, Audit and Review**

1. The Subrecipient agrees that the County, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subrecipient which are directly pertinent to this Subrecipient Agreement for the purpose of making audit, examination, excerpts, and transcripts for as long as the records are maintained.
2. It is further agreed that the Subrecipient shall make quarterly progress/performance reports to the County detailing the progress of the project. Further, the Subrecipient agrees to allow the County or its designee to make periodic project site visits to assess the progress of the project and to report such progress.
3. The Subrecipient agrees to reimburse or return to the County those funds which have been disbursed under this Subrecipient Agreement for the performance of the Project listed herein should the Subrecipient default on any of the provisions listed herein or should the County decide to terminate this Subrecipient Agreement for cause.
4. The Subrecipient agrees to maintain financial records in accordance with generally accepted accounting principles and to make all such records available to HUD and/or the County for inspection upon request. The Subrecipient further agrees to maintain applicable financial management standards prescribed in 2 CFR Part 200 as further defined at 24 CFR 570.502(a):
  - a. Records that identify adequately the source and application of funds for grant-supported activities. These records shall contain information pertaining to Federal awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
  - b. Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
  - c. Procedures for determining reasonableness, allowability and allocation of costs in accordance with 2 CFR Part 200.
  - d. Accounting records that are supported by source documentation.
  - e. A systematic method to assure timely and appropriate documentation.

**E. Annual Audit**

The County requires that the Subrecipient submit a copy of the Subrecipient's Annual Audit Report for the fiscal year(s) covered by this Subrecipient Agreement and any extensions, when



the Subrecipient expends \$750,000 or more in a year in federal awards. Such audit report must be prepared in accordance with 2 CFR Part 200.

**F. Reversion of Assets**

Upon expiration of this Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration of this Subrecipient Agreement and any accounts receivable attributable to the use of CDBG funds. Additionally, any real property under control of the Subrecipient that was acquired or improved in whole or in part with CDBG funds in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall either be:

1. Used to meet one of the national objectives until five (5) years after expiration of this Subrecipient Agreement, or for such longer period of time as determined to be appropriate by the Subrecipient; or
2. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

**G. Obligations of the Subrecipient with Respect to Certain Third Party Relationships.**

The Subrecipient shall remain fully obligated under the provisions of this Subrecipient Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which Assistance is being provided under this Subrecipient Agreement to the Subrecipient.

**H. Environmental Standards (24 CFR Part 570, Subpart K, 570.604)**

The Subrecipient does not assume either the County's environmental responsibilities or the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. See 24 CFR Part 570, Subpart J, 503(b)(5)(i)(ii)

**Article VI  
Indemnity and Liability**

- A.** The Subrecipient shall defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against all claims, losses and liabilities arising out of personal injury, including death, and damage to property arising out of or in any way connected with this Subrecipient Agreement, whether such operations be by the Subrecipient or by any subcontractor or anyone directly or indirectly employed by the Subrecipient. The Subrecipient shall also defend, indemnify, and hold harmless the County, its officers, employees, and agents free and harmless from and against any claims arising out of the award of this Subrecipient Agreement to the Subrecipient.
- B.** Any subcontractor shall protect itself, the Subrecipient, and the County for the claims and damages due to personal injury including death as well as claims of property damage that may arise in the work. For construction or facility improvement, the Subrecipient shall require contractors to comply with the requirements of 24 CFR 85.36 (h) (1 through 3) or 2 CFR Part 200 as applicable.

**Article VII  
Termination of Convenience**

- A.** The County or the Subrecipient may terminate this Subrecipient Agreement in whole, or in part, when both parties agree that the continuation of the Program would not produce beneficial results commensurate with the further expenditures of funds.

- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Subrecipient shall be allowed full credit for noncancelable obligations, properly incurred prior to termination.

#### **Article VIII Termination for Cause Suspension of Payments or Agreement**

If the County determines that the Subrecipient has violated or failed to comply with any of the covenants, conditions, agreements or stipulations of this Subrecipient Agreement, the County shall promptly notify the Subrecipient in writing of the determination and may, at its option, take the following action:

- A. Terminate this Subrecipient Agreement by including in the above notice the reasons for the termination, together with the effective date;
- B. Suspend payments under this Subrecipient Agreement by including in the above notice the effective date and specifying what actions must be taken as a condition precedent to the resumption of payments. In such event, just and equitable compensation shall be given at the end of the suspension period for any work satisfactorily completed by the Subrecipient during the suspension period;
- C. Suspend this Subrecipient Agreement by including in the above notice the effective date and specifying the actions that must take place as a condition precedent to the resumption of performance under this Subrecipient Agreement. In such event, the County shall incur no financial liability under this Subrecipient Agreement or otherwise at law for any services rendered during the suspension period.
- D. The County will provide the Subrecipient an opportunity to request a hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled.

The action of the County in suspending payments or this Subrecipient Agreement or in terminating this Subrecipient Agreement shall not constitute a waiver of any claim or remedy which the County may otherwise have arising out of this Subrecipient Agreement.

#### **Article IX Assignment**

The Subrecipient's rights, obligations, and duties under this Subrecipient Agreement shall not be assigned or transferred in whole or in part without prior written agreement by the County.

#### **Article X Entire Agreement Amendment**

This Subrecipient Agreement represents the entire and integrated agreement between the County and the Subrecipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This Subrecipient Agreement may be amended only by written instrument, signed by both the County and the Subrecipient.




Article XI  
Venue

This Subrecipient Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Kansas. Should any part of this Subrecipient Agreement be adjudicated, venue shall be proper only in the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Subrecipient Agreement.

COUNTY:

SUBRECIPIENT:

  
\_\_\_\_\_  
Penny Postoak Ferguson  
County Manager  
Johnson County, Kansas

\_\_\_\_\_  
Mayor  
City of Lenexa

07/13/2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

Natalie Yoza  
\_\_\_\_\_  
Natalie Yoza  
Assistant County Counselor

# **AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES**

THIS AGREEMENT is entered into by and between the City of Lenexa, Kansas, ("City") and All City Management Services, Inc. ("Company").

For and in consideration of the promises and agreements herein set forth, the City and the Company agree as follows:

1. Purpose

The purpose of this agreement is to provide school crossing guards at certain designated public school locations throughout the City of Lenexa, Kansas.

2. Term

The term of this agreement shall commence on the 1st day of August, 2023, and end on the last school day of the spring semester of 2024, which will be no later than June 30<sup>th</sup>, 2024, unless otherwise terminated as provided herein.

In the event the Company fails to adequately meet the requirements of this agreement, the City reserves the right to cancel this agreement at any time.

3. Scope and Description of Services

- A. The Company will provide trained individuals to work at designated locations throughout the City of Lenexa.
- B. The City requires the furnishing of school crossing guards at times and locations designated in "APPENDIX B - CROSSING GUARD LOCATIONS" attached hereto and incorporated herein by reference. (Number of locations may be modified at any time at the sole discretion of the City).
- C. All personnel of the Company assigned as school crossing guards shall be appropriately trained and shall meet the following criteria:
  - Minimum age of eighteen (18) years
  - No criminal convictions
  - Good physical and mental health
  - Ability to read and write English
  - Ability to understand and follow directions
- D. All personnel of the Company assigned as school crossing guards shall be provided with proper equipment and uniforms, and shall, when working, be in uniform and identifiable as a school crossing guard.
- E. Supervisors shall be selected by the Company to supervise all guards. Supervisors shall be responsible for scheduling the crossing guards, visiting and inspecting the guards while they are on duty, and filling in as necessary for open shifts, illness, etc. Supervisors shall ensure that each crossing is covered as required by a trained guard, and that the guards are performing the duties required of them.
- F. A Company staff person shall be assigned to be the project manager. This person shall work with the above-described supervisor(s) and City staff to ensure that the overall goals of the program are met, to make unannounced periodic visits to the crosswalks to observe the crossing guards' performance while on duty, and to hold regularly scheduled meetings with City staff to review the program and administer any adjustments necessary to maintain an effective, efficient, and well-managed program.

4. Payment for Services

Unless otherwise authorized by the City in writing, the City shall pay to the Company, as full payment for all services to be performed by the Company pursuant to this agreement, as follows:

Fall 2023 & Spring 2024:

Crossing Officers: \$28.92 per hour, max one hour per day

The parties understand that due to COVID -19 or other widespread illness and/or pandemic, weather, or other unforeseen circumstances, the operation of schools may be interrupted and/or altered, possibly multiple times, throughout the term of this Agreement. The parties agree that services shall be performed, and payment made, only for days when school is in session.

Services added, services not actually provided, or services not complying with this agreement, will be added/deducted to/from this amount on an appropriate, prorated basis, reflecting the number of service days in each month. The increase/reduction in cost is a matter of contract and shall not be construed as a liquidation of the City's right to collect damages that result from the Company's failure to complete the requested work.

The Company shall submit invoices for payment on a bi-weekly basis to include all services performed in the previous bi-weekly period. Terms are Net 30 days.

The Company shall not be held responsible for delays caused by the City or regulatory agencies.

5. Independent Contractor

The Company shall at all times operate as an Independent contractor and shall not at any time be considered an agent or employee of the City.

6. Taxes and Overhead

The Company shall assume full responsibility for workers' compensation, state and federal unemployment taxes, social security, withholding tax deductions, uniforms, training programs, liability insurance, legal liability insurance, and all necessary licenses, administration, inspection, and supervision costs.

7. Compliance with All Laws

The Company shall comply with all applicable statutes, ordinances, and regulations of the United States, the State of Kansas, and the City of Lenexa.

8. Insurance and Indemnification

- A. The Company shall carry and keep in force insurance as required in the attached "APPENDIX A."
- B. The Company agrees to indemnify and hold harmless the City from any claims, damages or liabilities, including legal fees that the City may incur, as a consequence of any negligent act or omission or other actionable fault by the Company, or its agents and employees, in the performance of its obligations under this agreement.
- C. The Company shall not be liable to the City for any alleged negligence attributable to the City.
- D. Nothing in this agreement is intended to be interpreted to expand any liability that the Company may have to any third party.
- E. It is hereby agreed and understood between the Parties that the required insurance policies, coverage forms and/or additional insured designations required by Appendix A are not intended to waive application of the Kansas Tort Claims Act, K.S.A. 75-6101 et

seq., to any claim related to or arising out of this Agreement in any way. Specifically, the Parties intend that the liability exemptions set forth in K.S.A. 75-6104 and the liability limits set forth in K.S.A. 75-6105 are not waived by the provisions of Appendix A. Further, to the extent the City and/or Company believe that one or more provisions of the Kansas Tort Claims Act should apply to a claim related to or arising out of this Agreement, and a court determines that it does not, City is entitled to seek indemnification from Vendor up to and including the full limits of insurance required by Appendix A.

9. Termination

In the event the Company fails to adequately meet the requirements of this agreement, the City reserves the right to cancel this agreement at any time.

The City may cancel this agreement for any or no reason by issuing thirty (20) days written notice to the Company.

10. Successors and Assigns

This agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto. Any successor to the Company's rights under this agreement must be approved by the City in writing. Any successor will be required to accede to all of the terms, conditions, and requirements of this agreement as a condition precedent to such succession. Assignment of any portion of the work must be approved In advance, in writing, by the parties thereto.

11. Noncollusion

The Company warrants and represents that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity to any employee or official of the City for the purpose of obtaining this agreement.

12. Nondiscrimination in Employment

In accordance with K.S.A. 44-1030, Company agrees that:

- (1) Company shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin or ancestry;
- (2) In all solicitations or advertisements for employees, Company shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
- (3) If Company fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Company shall be deemed to have breached the present Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the City;
- (4) If Company is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Company shall be deemed to have breached the present Agreement and it may be cancelled, terminated or suspended, in whole or in part, by the City; and
- (5) Company shall include the provisions of subsections (1) through (4) (immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to Company if:

- (1) It employs fewer than four employees during the term of this Agreement; or

(2) This Agreement cumulatively totals \$5,000 or less during the fiscal year of City.

13. Notices

All notices shall be sent to:

CITY:  
Lenexa Police Department  
Attn: Captain Brett Rushton  
12500 W. 87<sup>th</sup>  
Lenexa, KS 66215  
E-mail: brushton@lenexa.com

COMPANY:  
David Mecusker: Contracts Manager  
All City Management Services, Inc.  
10440 Pioneer Blvd. Suite 5  
Santa Fe Springs, CA 90670  
E-mail: david@thecrossingguardcompany.com

14. Governing Law

This agreement shall be interpreted under and governed solely by the laws of the State of Kansas.

15. Headings

The section headings of this agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this agreement.

16. Authority

The parties represent that the individual executing this Agreement on behalf of the entity has the authority to bind the entity and agree to the terms contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as recited above.

"CITY" – City of Lenexa

[SEAL]

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

\_\_\_\_\_  
Date

Attest:

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

Approved as to form:

\_\_\_\_\_  
Mackenzie Harvison  
Deputy City Attorney

"COMPANY" – All City Management Services, Inc.

\_\_\_\_\_  
Demetra Farwell, Corporate Secretary

\_\_\_\_\_  
Date

## APPENDIX A: INSURANCE REQUIREMENTS

- A. Company shall procure, and maintain for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services provided hereunder. The cost of such insurance shall be the sole responsibility of Company.
- B. Company shall maintain the following coverage's and minimum limits.
  - 1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations aggregate limit. Any general aggregate limit should be at least \$2 million with a per site/project endorsement. Policy must include contractual liability and independent contractors. ISO form endorsements or other policy provisions which limit contractual liability are not acceptable.
  - 2. Automobile Coverage: Policy shall protect Company against claims for bodily injury and/or property damage arising out of the ownership or use of any auto; or any owned, hired, and non-owned autos. \$1,000,000 per occurrence limit.
  - 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$100,000/\$500,000. When workers' compensation insurance policy is applicable, waiver of subrogation and "other states" coverage is required.
  - 4. Coverage Limits. Coverage limits for General and Auto liability exposures may be met by a combination of primary and umbrella policy limits.
  - 5. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Company. Any insurance or self-insurance maintained by the City of Lenexa shall be excess and not contribute with the coverage provided by the Company.
- C. Additional Insured. The City of Lenexa shall be listed as an additional insured with respect to any insurance required by this Agreement.
- D. Verification of Coverage.
  - 1. Company shall furnish the City certificates of insurance accompanied by additional insured endorsements (ISO Form CG 2010 or its equivalent) effecting the coverage required by the City. The endorsements and certificate for each insurance policy are to be executed by a person authorized by the insurer to bind coverage on its behalf.
  - 2. The certificate of insurance must contain a statement that the insurance coverages are or are not provided by Kansas admitted insurance companies. Those that are not licensed in Kansas must specifically be approved by City.
  - 3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be assumed by and be for the account of, and at the sole risk of the Company.
  - 4. If any of the foregoing insurance coverages are required to remain in force after final payment, a current certificate with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
- E. Cancellation. Each Insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits; unless thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- F. Subcontractors. The Company shall include all subcontractors as additional insureds under its policies or shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



## APPENDIX B: CROSSING GUARD LOCATIONS 2022-2023

School	Intersection	Shifts
Mill Creek	79 <sup>th</sup> & Pflumm	(1) Beginning 30 minutes prior to school start time for 30 minutes, and (2) beginning 5 minutes prior to school dismissal time for 30 minutes. Maximum 1 hour/day.
Mill Creek	79 <sup>th</sup> & Cottonwood	Same as above
Christa McAuliffe	83 <sup>rd</sup> & Tomashaw	Same as above
Christa McAuliffe	83 <sup>rd</sup> & Maurer	Same as above
Rising Star	87 <sup>th</sup> & Candlelight	Same as above
Rising Star	87 <sup>th</sup> & Candlelight	Same as above
Sunflower	90 <sup>th</sup> & Loiret	Same as above
Sunflower	90 <sup>th</sup> & Lackman	Same as above
Lenexa Hills	87 <sup>th</sup> & Haven	Same as above
Canyon Creek	97 <sup>th</sup> & McCormack	Same as above
Rosehill	99 <sup>th</sup> & Rosehill	Same as above
Manchester	98 <sup>th</sup> & Prairie Creek	Same as above
Manchester	98 <sup>th</sup> Terr & Prairie Creek	Same as above
Manchester	99 <sup>th</sup> & Prairie Creek	Same as above

**A COOPERATIVE AGREEMENT BY AND AMONG THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS AND THE CITIES OF LENEXA, KANSAS, OLATHE, KANSAS, OVERLAND PARK, KANSAS AND SHAWNEE, KANSAS**  
**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**  
**PROGRAM FISCAL YEAR (FY) 2023 LOCAL SOLICITATION**

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**THIS AGREEMENT** is made and entered into by and among the BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS (hereinafter the “COUNTY”), the CITY OF LENEXA, KANSAS (hereinafter “LENEXA”), the CITY OF OLATHE, KANSAS (hereinafter “OLATHE”), the CITY OF OVERLAND PARK, KANSAS (hereinafter “OVERLAND PARK”), and the CITY OF SHAWNEE, KANSAS (hereinafter “SHAWNEE”), each party hereto having been duly organized and now existing under the laws of the State of Kansas.

**WITNESSETH:**

**WHEREAS**, the parties hereto are eligible to apply for a joint application award of **\$104,722.00** under the Bureau of Justice Assistance Edward J. Byrne Memorial Justice Assistance Grant (JAG) Program **FY 2023** Local Solicitation from the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ); and

**WHEREAS**, the Catalog of Federal Assistance (CFDA) number for this local solicitation is 16.738, titled “Edward Byrne Memorial Justice Assistance Grant (JAG) Program”; and

**WHEREAS**, The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (28 U.S.C. 530(c)) is the primary provider of federal criminal justice funding to state and local jurisdictions; and

**WHEREAS**, the JAG Program fosters streamline justice funding and grant administration, and allows local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions, and to improve the criminal justice system; and

**WHEREAS**, OLATHE, through the Olathe Police Department, has coordinated with Johnson County and with the law enforcement agencies of the various cities hereunder to obtain information about budget funding disparities among the parties and its jurisdictions, and their proposed permissible uses of awarded funds under the JAG Formula Program grant; and

**WHEREAS**, the parties hereto have determined that it is in the best interests of the public health, safety and welfare to undertake and cooperate in applying for JAG funding to further and support the efforts of COUNTY, LENEXA, OLATHE,

OVERLAND PARK and SHAWNEE in preventing or reducing local crime and violence through state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities that will improve or enhance:

- Law enforcement programs;
- Prosecution and court programs,
- Prevention and education programs;
- Corrections and community corrections programs;
- Drug treatment and enforcement programs;
- Planning, evaluation, and technology improvement programs;
- Crime victim and witness programs (other than compensation);
- Mental health programs and relate law enforcement and corrections programs, including behavioral programs and crisis intervention teams;
- Implementation of state crisis intervention court proceedings and related programs or initiatives, including, but not limited to, mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

**WHEREAS**, K.S.A. 12-2908, and amendments thereto, authorize the parties hereto to cooperate in such governmental undertaking; and

**WHEREAS**, each of the parties hereto have determined to enter into this Agreement for the aforesaid public purpose and undertaking as authorized and provided for by K.S.A. 12-2908, and amendments thereto.

**NOW, THEREFORE**, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for the other good and valuable consideration, the parties hereto agree as follows:

### **SECTION 1. PURPOSE**

**A.** The COUNTY (hereinafter the “COUNTY”), LENEXA, OLATHE, OVERLAND PARK and SHAWNEE, (LENEXA, OLATHE, OVERLAND PARK, and SHAWNEE collectively hereinafter the “CITIES”) hereby agree to join in applying for the JAG disparate jurisdiction joint application award amount of **One Hundred Four Thousand Seven Hundred Seventy-Two Dollars (\$104,772.00)** from the Office of Justice Programs, U.S. Department of Justice, based on a funding disparity in Johnson County, Kansas and to reallocate the hereinabove stated JAG award amongst the parties in those amounts set forth at [Allocations | JAG | Bureau of Justice Assistance \(ojp.gov\)](#), for the express purpose of furthering and supporting the efforts of the CITIES in preventing or reducing local crime and violence through state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities.

**B.** The joint application, to be attached hereto, once available, as **Exhibit A** and incorporated herein by reference, specifies the purposes for which the funds will be used.

**C.** The COUNTY and CITIES hereby designate the City of Olathe Police Department (the “Chief”) to serve as the applicant/fiscal agent for the joint funding JAG grant awarded hereunder.

## **SECTION 2. ADMINISTRATION**

**A.** The COUNTY and CITIES understand and acknowledge that OLATHE will be the sole recipient of the JAG funds from the OJP to be reallocated and used for the purposes described under Section 1 of this Agreement. Further, the CITIES understand and acknowledge that all JAG Program awards: (i) are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law; (ii) are made in the first fiscal year of the appropriation and may be expended during the following three (3) years, for a total of four (4) grant period years; (iii) may not be expended outside of the JAG purpose areas; (iv) must be used to supplement existing local funds for program activities and must not replace or supplant those funds that have been appropriated for the same purpose; and (v) shall be subject to all other applicable provisions and additional legal requirements, including certification requirements, found at [OJP Grant Application Resource Guide | Office of Justice Programs](#).

**B.** OLATHE shall be responsible, through the Chief, for the administration of the funds; monitoring the award; and submitting any reports, including performance measure and program assessment data that may be required in connection with the funding provided by the OJP hereunder. The COUNTY and CITIES agree to cooperate and assist with any such grant related reporting requirements that may need to be performed under this Agreement.

**C.** The COUNTY and CITIES acknowledge and agree that OLATHE will receive the total allocation of the **\$104,772.00** JAG funding award under the JAG joint application submitted hereunder to be reallocated among the parties hereto pursuant to the provisions and requirements of this Agreement. Specifically, the allocation of funds shall be as follows:

<b>Jurisdiction Name</b>	<b>Government Type</b>	<b>Eligible Individual Allocation</b>
LENEXA	Municipal	<b>\$10,389</b>
OLATHE	Municipal	<b>\$33,815</b>
OVERLAND PARK	Municipal	<b>\$42,812</b>
SHAWNEE	Municipal	<b>\$17,756</b>
<b>ELIGIBLE JOINT ALLOCATION</b>		<b>\$104,772</b>

**D.** The COUNTY and CITIES acknowledges and agrees that any and all records pertaining to the joint application and grant award shall be subject at all reasonable times to inspection, review, or audit by Federal personnel and other personnel duly authorized by OLATHE as well as Federal personnel. The COUNTY and CITIES assures that all financial records, supporting documentation, statistical records and any and all other records pertinent to the grant award shall be retained by the respective CITIES for at least five (5) years following the end of the grant period.

### **SECTION 3. GENERAL PROVISIONS**

**A.** Nothing in the performance of this Agreement shall impose any liability for claims against OLATHE other than claims for which liability may be imposed by the Kansas Tort Claims Act.

**B.** Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY or any of the CITIES other than claims for which liability may be imposed by the Kansas Tort Claims Act.

**C.** Each party to this Agreement will be responsible for its own actions in providing any services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of services, if any, by the other parties.

**D.** The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**E.** This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas. Further, the COUNTY and CITIES agree to abide by the JAG grant special conditions and certifications, and all applicable federal, state and local statutes, rules, regulations, OMB Circulars and Guidelines, including the provisions of the OJP Financial Guide, which may pertain to the grant award as well as the Other Requirements for OJP applications found at [OJP Grant Application Resource Guide | Office of Justice Programs](#).

**F.** By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

**G.** All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

**IN WITNESS WHEREOF**, the parties hereto have caused the above and foregoing Agreement to be executed by their respective and duly authorized representatives.

*[Signatures of authorized representatives appear on the subsequent pages.]*

**BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS**

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

Name (print): \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

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**CITY OF LENEXA, KANSAS**

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

Name (print): \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

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GMS APPLICATION NUMBER:

O-BJA-2023-171790

**CITY OF SHAWNEE, KANSAS**

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

Name (print): \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

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**CITY OF OLATHE, KANSAS**

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

**ATTEST:**

\_\_\_\_\_  
City Clerk

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

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**CITY OF OVERLAND PARK, KANSAS**

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

Name (print): \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
City Clerk

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)  
PROGRAM FY 2022 LOCAL SOLICITATION**

**Joint Application**

Once the joint application is completed on-line by Olathe on the Federal Edward Byrne Memorial Justice Assistance Grant (JAG) GMS website, a copy of the application will be attached to this MOU. Federal guidelines require that the completed MOU be attached to the application for these funds.

**PETITION FOR COMMUNITY IMPROVEMENT DISTRICT (CID)**  
**(City Center Lenexa Midas Dual Hotel)**

To: The City of Lenexa, Kansas (the "City")

Midas Lenexa CC, LLC, a Missouri limited liability company ("**Petitioner**") is the contract purchaser of certain real property legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Petitioner Property**"). Petitioner desires to establish a community improvement district ("**CID**") over the Petitioner Property, generally described in **Section 1a** herein, and are petitioning the City for the same.

City Center Lenexa, LLC, a limited liability company, is the owner in fee simple of 100% of the land area within the proposed CID and 100% of the land measured by assessed value of the land area within the proposed CID. As such, said owner of record and Petitioner hereby requests that the City establish a CID over the property legally described in **Exhibit A** and authorize the proposed CID project described in **Section 2** herein (hereinafter defined as the "**Project**") in the manner provided by K.S.A. 12-6a26 et seq. (the "**CID Act**") for the purpose of financing, in part, the CID Reimbursable Costs (hereinafter defined) associated with the Project.

The Petition states as follows:

**1. MAP, LEGAL DESCRIPTION AND NAME OF THE PROPOSED CID**

- a The area proposed to be included in the community improvement district (the "**District**") includes the approximately 2.318 acres legally described on **Exhibit A** (the "**CID Property**").
- b A general map depiction of the proposed District is attached hereto as **Exhibit B** and incorporated herein by reference.
- c The name of the proposed District is the "Midas Lenexa Dual Hotel Community Improvement District".

**2. GENERAL NATURE OF THE PROJECT**

The general nature of the CID Project consists of construction of mixed-use building containing an approximately 187,695 s.f. dual-branded hotel under the AC Hotel by Marriott flag and Residence Inn by Marriott flag or similar upscale flags; approximately 11,797 s.f. of commercial and retail space; and approximately 129,412 s.f. of structured parking. The Petitioner is requesting that revenues generated from a CID Sales Tax be used to pay for or reimburse some or all of the Project costs. The general components of the Project include but are not limited to such items as site preparation, construction of buildings and tenant finish improvements, including FF&E, construction of infrastructure and surface parking; ongoing operation and maintenance costs and other any other items or uses associated with the CID Project as authorized by the Act. The CID Eligible Costs are described on **Exhibit C** attached hereto and incorporated herein by reference. The Project improvements proposed to be financed, in part, with CID financing consist of any



and all improvements associated with the Project, the costs of which are eligible for reimbursement under the CID Act subject to any limitations set forth in the Act or in the City's CID Policy and CID Procedures adopted August 3, 2010, as may be amended, and codified in Article GB05-1 and AD05-1, respectively (collectively, the "**City CID Policy**") (the "**CID Reimbursable Costs**"). The CID Reimbursable Costs are generally described on **Exhibit C**, attached hereto and incorporated herein by reference.

**3. ESTIMATED COST OF THE PROJECT**

The estimated total cost of the proposed Project is approximately \$78,714,729.

**4. PROPOSED METHOD OF FINANCING**

The Project is proposed to be financed initially through a combination of private equity, private debt, and pay-as-you-go financing, as defined in the CID Act.

Petitioner will be reimbursed for CID Reimbursable Costs from a CID sales tax generated solely from the Project constructed on the CID Property and such reimbursement shall be made in accordance with the provisions set forth in an approved CID Development Agreement (the "**Development Agreement**") to be entered into between the City and Petitioner. Petitioner reserves the right to request the City to issue special obligation bonds, in accordance with the CID Act and the City's CID Policy, at a future date in order to fund the CID Reimbursable Costs of the Project that have not been reimbursed previously, but understands that the City is not obligated to issue such bonds.

In addition, Petitioner has submitted a TIF application requesting that a portion of the Project be funded with TIF revenues. If the City approves a project plan for all or part of the CID Property, certain eligible costs of the Project will also be funded in part with TIF revenues generated from the approval project plan area. In such event, the Petitioner and/or Developer cannot be reimbursed twice for the same cost in the District and the TIF project plan area.

**5. PROPOSED AMOUNT AND METHOD OF ASSESSMENT**

No special assessments shall be levied for the District.

**6. PROPOSED AMOUNT OF CID SALES TAX**

The proposed amount of the community improvement district sales tax to be levied over the District (the "**CID Sales Tax**") is:

*One percent (1%)*

The CID Sales Tax shall be levied for 22 years from the date the State Director of Taxation begins collecting the CID Sales Tax, or such lesser number of years as may be required to produce the revenues sufficient for the payment of the maximum CID Reimbursable Costs identified in **Exhibit C**. Petitioner requests the City notify the Kansas Department

of Revenue to commence collection of the CID Sales Tax on October 1, 2025 or as soon thereafter as possible.

**7. NOTICE TO SIGNERS**

**NAMES MAY NOT BE WITHDRAWN FROM THIS PETITION BY THE SIGNERS AFTER THE GOVERNING BODY BEGINS CONSIDERATION OF THIS PETITION, OR, LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF, WHICHEVER OCCURS FIRST.**

**8. ACKNOWLEDGEMENTS**

- a Petitioner has received, read and understand the City's CID Policy and agree to comply therewith.
- b Approval of the proposed Project or this Petition does not eliminate compliance with all applicable zoning, planning, permit and other laws relating to development of the Petitioner Property within the District.
- c The estimated amount of eligible CID Project costs are anticipated to far exceed the aggregate maximum amount of CID Reimbursable Costs set forth in ***Exhibit C***; but based upon the anticipated amount of allowable CID Revenues to be generated over the CID Term, Petitioner is only requesting reimbursement of CID Reimbursable Costs in the aggregate maximum amount of **\$6,500,000** over the CID Term.
- d The City is relying on the estimated cost of the CID Reimbursable Costs set forth in this petition without independent investigation as to the accuracy of such estimate.
- e Reimbursement from the CID Sales Tax is subject to the terms of a Development Agreements to be entered into between the City and Petitioner or any other entity allowed by the Development Agreement and approved by the City for reimbursement.
- f Petitioner acknowledges that it is requesting a public incentive and certifies that it has no financial interest in any real estate in Lenexa, Kansas with delinquent special assessments or ad valorem taxes.

*[Remainder of Page Intentionally Left Blank. Signature Pages to follow]*

Owner:

CITY CENTER LENEXA, LLC,  
a Kansas limited liability company

By: [Signature]  
Printed Name: Keith Copaken  
Title: Manager

ACKNOWLEDGMENT

STATE OF Missouri )  
COUNTY OF Jackson ) ss.

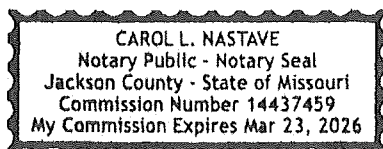
On this 25<sup>th</sup> day of July, 2023 before me appeared Keith Copaken, who acknowledged himself to be manager of City Center Lenexa, LLC, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

In Witness Whereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

March 23, 2026



**Consent of Contract Purchaser:**

**MIDAS LENEXA CC, LLC,**  
a Missouri limited liability company

By: [Signature]

Printed Name: J.T. Norville

Title: Manager

**ACKNOWLEDGMENT**

STATE OF Missouri )  
 )  
COUNTY OF Saint Louis )

ss.

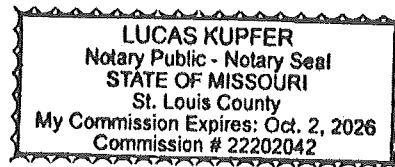
On this 19 day of July, 2023 before me appeared J.T. Norville, who acknowledged himself to be Manager of Midas Lenexa CC, LLC, and that he, as such and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

In Witness Whereof, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

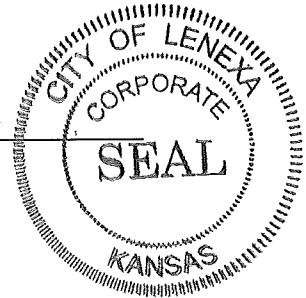
10-2-2026



----- For Office Use Only -----

This Petition was filed in the office of the Lenexa City Clerk this 25<sup>th</sup> day of July, 2023

By: Janifer Martin  
Lenexa City Clerk



## EXHIBIT A

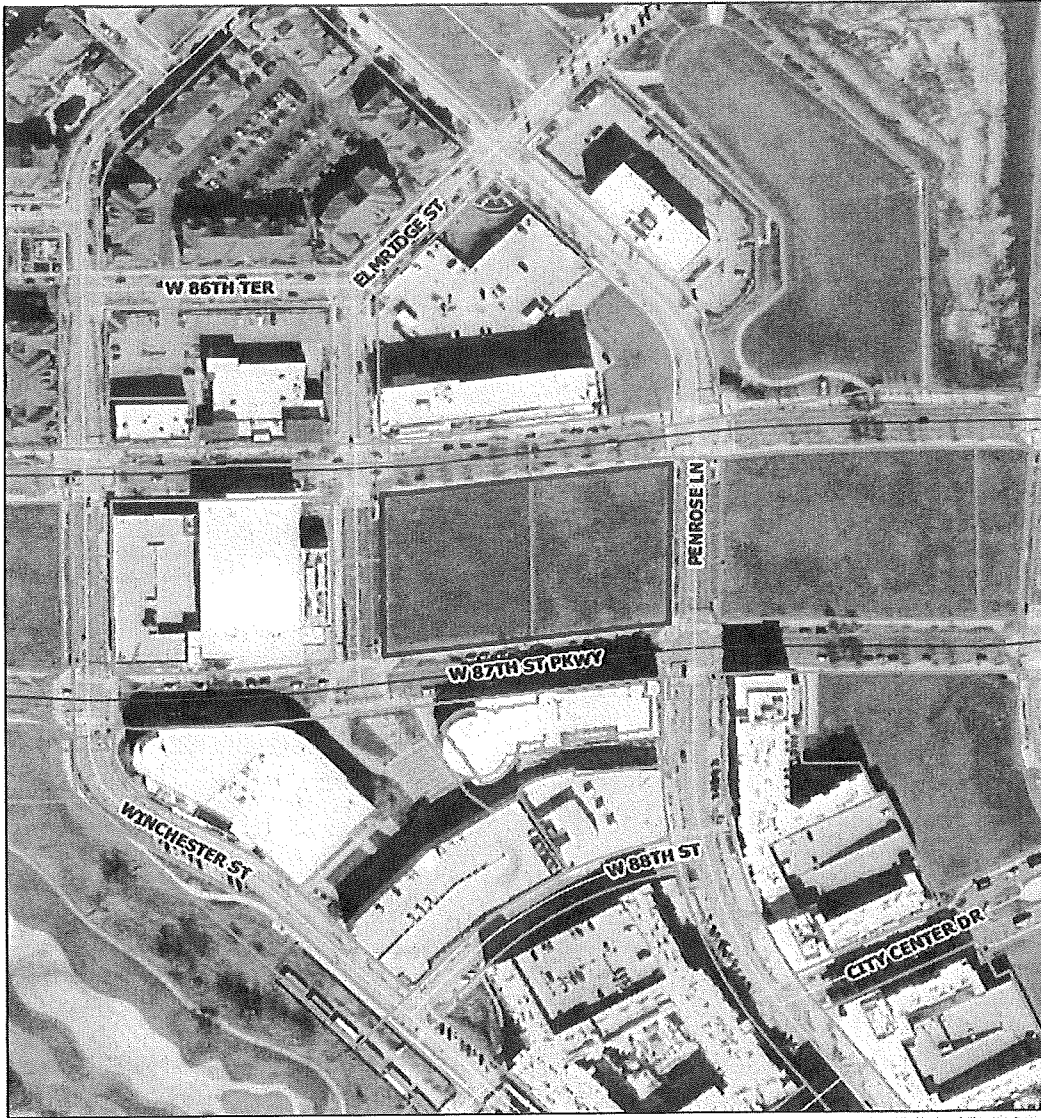
### Legal Description of District

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 24 EAST, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

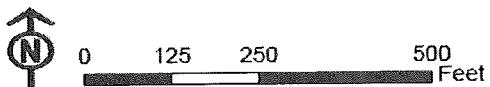
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH  $87^{\circ}28'35''$  WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,115.90 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH  $02^{\circ}31'25''$  EAST A DISTANCE OF 7.62 FEET TO A POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 87TH STREET PARKWAY AND THE WEST RIGHT- OF-WAY LINE OF PENROSE LANE, AS THEY BOTH NOW EXIST, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH  $00^{\circ}52'05''$  EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 246.27 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF 87TH STREET PARKWAY, AS IT NOW EXISTS; THENCE WESTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2,056 FEET, AND A CHORD WHICH BEARS SOUTH  $82^{\circ}38'52''$  WEST, A DISTANCE OF 85.19 FEET, FOR AN ARC LENGTH OF 85.19 FEET; THENCE SOUTH  $81^{\circ}27'38''$  WEST, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 327.39 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF ELMRIOGE STREET, AS IT NOW EXISTS; THENCE NORTH  $02^{\circ}26'24''$  WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 246.82 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID 87TH STREET PARKWAY; THENCE EASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2,056 FEET, AND A CHORD WHICH BEARS NORTH  $83^{\circ}02'26''$  EAST, A DISTANCE OF 113.38 FEET, FOR AN ARC LENGTH OF 113.40 FEET; THENCE NORTH  $81^{\circ}27'38''$  EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 305.87 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS OR WAY.



EXHIBIT B  
Map of District



Midas Lenexa City Center



## EXHIBIT C

### CID Reimbursable Costs

The following are the eligible CID Reimbursable Costs associated the Project as permitted by the Act and limited by the City's CID Policy (the following may also include ongoing operation and maintenance costs):

Description of Cost Item	Estimated Cost
Land Acquisition	\$2,460,575
Vertical building, structure and facility improvements, including costs associated with meeting certain standards/quality for the CID Project	\$36,958,650
Site work, including but not limited to grading, storm and sanitary sewers, drainage systems, utilities, landscaping and similar site preparation improvements	\$3,100,000
Landscaping and irrigation	\$350,000
Streetscape, including lighting, street furniture, trash receptacles, walls, and other associated costs	\$1,225,000
Streets, sidewalks and associated costs and the costs of financing the same.	\$350,000
Constructing and operating parking lots and parking structures	\$14,150,000
Engineering and other professional fees, excluding attorney's fees	\$1,540,300
Signage	\$250,000
Tenant Improvement Costs, including FF&E	\$7,036,573
<b>Estimated Amount of CID Eligible Costs</b>	<b>\$67,421,098<sup>1,3</sup></b>
<b>Aggregate Maximum Amount of CID Reimbursable Costs Allowed<sup>2</sup></b>	<b>\$6,500,000<sup>2</sup></b>

<sup>1</sup> Some of the expenses outlined as CID Reimbursable Costs above are both CID Reimbursable Costs, TIF Reimbursable Costs, and Transient Guest Tax (TGT) Reimbursable Costs. The CID District is located in an approved Redevelopment TIF Project Plan area. It is the Petitioner's intent to enter into a separate Disposition & Development Agreement with the City pursuant to the Redevelopment TIF Project Plan, and also to enter into a separate TGT development agreement with the City. The Petitioner cannot be reimbursed twice for the same cost in the CID District and Redevelopment TIF Project Plan area, or from transient guest taxes. At the time of Cost Certification, Petitioner must elect to certify any such cost as either a CID Reimbursable Cost, a Private TIF Reimbursable Cost, or a TGT Reimbursable Cost.

<sup>2</sup> Although the total eligible CID Reimbursable Costs are anticipated to exceed the Aggregate Maximum Amount of CID Reimbursable Costs, in no event will Petitioner, their successors or assigns, be reimbursed for costs incurred in excess of the Aggregate Maximum Amount allowed.

<sup>3</sup> CID Reimbursable Costs do not include developer attorney fees, real estate commissions paid to developer, developer fees and fees paid to consultants representing developer (excluding architects, engineers, and similar construction related professionals); provided, that the CID application fee and the

retainer paid to the City are eligible CID Reimbursable Costs to the extent permitted by the Act. In addition, interest accrued on borrowed money during the period of construction shall be a CID Reimbursable Cost as provided in K.S.A. 12-6a27(f).





# **City of Lenexa Quarterly Financial Report (Quarter Ending 06/30/2023)**

**Prepared by the Finance Department**

**August 1, 2023**






# OVERVIEW

The information contained in this report is unaudited & generally prepared on a cash basis. The report focuses on key indicators in 5 different areas:

- Revenues
- Expenditures
- Reserve Policy
- Debt Management
- Investments

Each key indicator is assigned a current rating based on the following scale:

Rating Scale for Key Indicators	
	Positive Outlook
	Area of Concern
	Negative Outlook

# OVERVIEW

Overall, the City's goal is to achieve a "positive outlook" rating on each of the key indicators.

Key indicators are also presented for the local economy. These economic indicators are also assigned a specific rating according to the same rating scale. However, the rating results for these economic indicators are beyond the City's control.

As of 06/30/2023, the City's key revenues increased by \$5.1 million (7%) compared to revenue collections for the same period in 2022. The revenue change is primarily due to increased receipts of City property taxes, sales taxes and use taxes. In addition, expenditures for operating activities are within budget for 2023.

The remaining sections of the report review the key indicators & contain exhibits with details on the City's major revenue collections, operating & debt service expenditures, investment holdings, reserve balances by fund, Thompson Barn financial activity, and Rec Center financial activity.



# REVENUE INDICATORS

Status	Indicator	Comments
	Property Taxes (current)	Property tax revenues increased 7% (compared to the same time period in 2022) & exceed the budget estimate.
	Sales Tax - City	City sales tax revenues increased 7% & are projected to exceed the budget estimate.
	Sales Tax - County	County sales tax revenues increased 7% & are projected to exceed the budget estimate.
	Compensating Use Tax - City	City use tax revenues increased 13% & are projected to exceed the budget estimate.
	Compensating Use Tax - County	County use tax revenues increased 9% & are projected to exceed the budget estimate.
	Franchise Tax - Electric	Franchise tax (electric) revenues increased 2% & are projected to be less than the budget estimate.
	Franchise Tax - Gas	Franchise tax (gas) revenues increased 31% & exceed the budget estimate.
	Stormwater Service Charges	Stormwater Service Charges increased 1% & exceed the budget estimate.

# REVENUE INDICATORS

Collections for the City's key revenue sources increased by \$5.1 million (7%) as of 06/30/2023 compared to 06/30/2022.

Total property tax collections are \$39.5 million as of 06/30/2023 (102% of the 2023 budget estimate), which is \$2.5 million higher (7%) than collections in 2022.

City sales tax revenues are \$12.0 million for 2023, which is \$0.8 million higher (7%) than collections in 2022. County sales tax revenues are \$5.8 million for 2023 which is \$0.4 million higher (7%) than collections in 2022. City use tax revenues are \$5.8 million for 2023, which is \$0.7 million higher (13%) than collections in 2022. County use tax revenues are \$2.1 million for 2023, which is \$0.2 million higher (9%) than collections in 2022.

Stormwater service charges are \$6.5 million for 2023, which is \$0.1 million higher (1%) than service charges in 2022.

Exhibit A includes additional information on the City's key revenue sources.

# EXPENDITURE INDICATORS

<u>Status</u>	<u>Indicator</u>	<u>Comments</u>
	Operating Expenditures - General Fund	General Fund operating expenditures increased 3% & are projected to be less than the budget estimate.
	Operating Expenditures - Stormwater Fund	Stormwater Fund operating expenditures decreased 10% & are projected to be less than the budget estimate.
	Debt Service Expenditures - All Funds	Debt service expenditures increased 19% & are projected to be less than the budget estimate.

# EXPENDITURE INDICATORS

The City's operating expenditure indicators are trending favorably in comparison to the 2023 budget.

General Fund operating expenditures increased by 3% as of 06/30/2023 compared 06/30/2022 & are 47% of the 2023 budget estimate. The increase is largely due to higher personnel costs (2022 compensation increases) and inflation resulting in general increases in contractual services and commodities.

Stormwater operating expenditures decreased by 10% compared to 2022 & are 37% of the 2023 budget estimate.

Debt service expenditures increased by 19% compared to 2022 & are 13% of the 2023 budget estimate (debt service expenditures reflect interest payments made on 3/1/2023).

Exhibit B includes additional information on the City's expenditure indicators.

# RESERVE POLICY INDICATORS

Status	Indicator	Comments
	General Fund	The current General Fund reserve balance is 60% of budgeted revenues. This percentage exceeds the 30% minimum reserve target established by policy.
	Debt Service Fund	The current Debt Service Fund reserve balance is 108% of budgeted expenditures/transfers. This percentage exceeds the 10% minimum reserve target established by policy.
	Stormwater Fund	The current Stormwater Fund reserve balance is 100% of budgeted revenues. This percentage exceeds the 10% minimum reserve target established by policy.
	Rec Center Fund	The current Rec Center Fund reserve balance is 103% of budgeted revenues. This percentage exceeds the 10% minimum reserve target established by policy.
	Tourism & Convention Fund	The current Tourism & Convention Fund reserve balance is 297% of budgeted revenues. This percentage exceeds the 5% minimum reserve target established by policy.

# RESERVE POLICY INDICATORS

The City's key reserve indicators are trending favorably in comparison to the City's reserve policy.

The General Fund reserve balance as of 09/30/2022 report is above the maximum reserve target of 35%. The significant balance in the General Fund will be reduced later in 2023 assuming the Governing Body approves the transfer of excess reserve amount to finance upcoming capital projects and additional transfers for reserve funding.

The significant balances in the Debt Service Fund & Stormwater Fund will be reduced during the 3<sup>rd</sup> quarter due to the principal and interest payments made on outstanding bond issues.

The significant balance in the Tourism & Convention Fund has occurred due to the opening of new hotels in the City. These funds can only be used for promotion of tourism and economic development purposes. Currently, revenues in the Tourism & Convention Fund are used to provide funding to the Convention and Visitors' Bureau, Lenexa Economic Development Council, Legler Barn operations, Public Market operations, and debt service on the Lenexa Conference Center (at the Hyatt Place Hotel).

Exhibit E contains additional information on the City's reserve balances.



# DEBT MANAGEMENT INDICATORS

Status	Indicator	Comments
	Ratio of budgeted debt service to budgeted total expenditures	The ratio of debt service to total expenditures is 12.8% for the 2023 budget (this percentage is considered "manageable" by the credit rating agencies - target is 15% or less).
	Ratio of direct g.o. debt to appraised valuation	The ratio of city g.o. (general obligation) debt to appraised valuation is 1.80% as of June 2023. This is considered manageable by the credit rating agencies.

# DEBT MANAGEMENT INDICATORS

In order to finance previous & existing capital improvements, the City has issued a significant amount of general obligation (g.o.) debt.

The previous debt issued has resulted in a ratio of debt service to total expenditures of 12.8% for the 2023 budget. This is considered to be above median but manageable debt burden by the credit rating agencies (generally, the rating agencies prefer ratios of 15% or lower).

The ratio of g.o. debt to appraised value (estimated market value) is 1.80% - the rating agencies consider this to be manageable.

# INVESTMENT INDICATORS (operating portfolio)

Status	Indicator	Comments
	Portfolio distribution compared to policy parameters	The portfolio value by investment type is within the limits established by the city's investment policy.
	Current yield vs. short-term portfolio rate of return benchmark	Current investment yield of 5.115% is below the 5.43% benchmark.
	Current yield vs. long-term portfolio rate of return benchmark	Current investment yield of 4.977% is below the 5.40% benchmark.

# INVESTMENT INDICATORS (operating portfolio)

The City's investment indicators are favorable in comparison to the investment policy. In accordance with the investment policy, the City primarily purchases U.S. Treasury and U.S. Government Agency fixed income securities.

The portfolio value by investment type is within the limits established by the investment policy but due to rapidly rising interest rates over the last year and an inverted yield curve, actual rates of return are below the policy benchmarks. Specifically, the 06/30/2023 short-term portfolio rate of return (including cash equivalents) is 5.115% compared to the benchmark (3-month Treasury yield) of 5.43%. The 06/30/2023 long-term portfolio rate of return is 4.977% compared to the benchmark (1-year Treasury yield) of 5.40%.

As of 06/30/2023, the unrealized loss on the City's investment portfolio is \$3,764,059 (this means the City would have lost \$3,764,059 compared to the book value of the investments if all of the securities were sold in the open market on 06/30/2023). In practice, the City usually holds all investment securities to maturity and rarely sells an investment security on the open market for a gain or loss.

The total market value of the City's operating portfolio is \$207.8 million as of 06/30/2023. Exhibits C & D include additional information on the City's investments.

# ECONOMIC INDICATORS

Status	Indicator	Comments
	Commercial Building Permits	Total valuation of commercial building permits is \$170.1 million as of 06/30/2023, compared to a \$93.0 million average in the same time period for 2018 thru 2022.
	Single Family Residential Building Permits	Total valuation of single family residential building permits is \$37.7 million as of 06/30/2023, compared to a \$44.4 million average for 2018 thru 2022.
	Apartment Building Permits	There were no apartment permits issued in 2023, compared to a \$12.8 million average for 2018 thru 2022.
	Average Home Value (Appraised Value)	As of February 2023, the average appraised value of a Lenexa home is approximately \$439,697 an increase of 11.52% from the previous year (\$394,268).

# ECONOMIC INDICATORS

Commercial building permit valuation is \$170.1 million as of 06/30/2023 compared to an average of \$93 million in the same time period for 2018 thru 2022. Single family residential permit valuation is \$37.7 million for 2023 compared to an average of \$44.4 million for 2018 thru 2022.

Total building permit revenue is \$920,441 for 2023 compared to \$800,137 for the same period in 2022.

The average appraised value of a Lenexa home is \$439,697 for 2023, an increase of 11.52% from 2022 (\$394,268) per the Johnson County Appraiser's Revaluation Report dated February 2023.



# OTHER INFORMATION

Additional exhibits in the report include:

- Thompson Barn financial report (Exhibit F)
- Purchase Order report (Exhibit G)
- Rec Center Financial Report (Exhibit H)

Please contact Nate Blum if you have any questions about the 06/30/2023 quarterly financial report.

**CITY OF LENEXA QUARTERLY FINANCIAL REPORT  
(06/30/2023)**

**Exhibit A – Budget and Actual Collections for Major Revenue Sources**

<b>6/30/2023</b>	<b>Actual for 1/1/2022 thru 6/30/2022</b>	<b>FY 2023 Budget Estimate</b>	<b>Actual for 1/1/2023 thru 6/30/2023</b>	<b>Actual 2023 as a % of Budget Estimate</b>	<b>% Change from FY 2022</b>	<b>\$ Change from FY 2022</b>
<u>Description</u>						
Property Taxes (current)	\$36,956,738	\$38,657,380	\$39,491,241	102%	7%	\$2,534,503
Sales Tax - City	\$11,243,412	\$23,966,000	\$12,041,890	50%	7%	\$798,478
Sales Tax - County	\$5,439,668	\$11,526,000	\$5,840,428	51%	7%	\$400,759
Comp Use Tax - City	\$5,119,384	\$10,578,000	\$5,799,082	55%	13%	\$679,698
Comp Use Tax - County	\$1,889,783	\$3,839,000	\$2,067,161	54%	9%	\$177,378
Franchise Tax - Electric	\$2,228,662	\$5,150,000	\$2,275,314	44%	2%	\$46,652
Franchise Tax - Gas	\$1,130,637	\$1,167,000	\$1,475,806	126%	31%	\$345,169
Stormwater Service Charges	\$6,381,878	\$6,398,000	\$6,463,576	101%	1%	\$81,699
<b>Totals</b>	<b>\$70,390,163</b>	<b>\$101,281,380</b>	<b>\$75,454,498</b>	<b>74%</b>	<b>7%</b>	<b>\$5,064,335</b>

**Exhibit B – Operating and Debt Service Expenditures**

<b>6/30/2023</b>	<b>Actual for 1/1/2022 thru 6/30/2022</b>	<b>FY 2023 Budget Estimate</b>	<b>Actual for 1/1/2023 thru 6/30/2023</b>	<b>Actual 2023 as a % of Budget Estimate</b>	<b>% Change from FY 2022</b>	<b>\$ Change from FY 2022</b>
<u>Description</u>						
<u>Operating Expenditures:</u>						
General Fund	\$32,506,189	\$71,256,215	\$33,627,005	47%	3%	\$1,120,816
Stormwater Fund	\$968,040	\$2,357,470	\$867,432	37%	-10%	(\$100,608)
<b>Totals</b>	<b>\$33,474,229</b>	<b>\$73,613,685</b>	<b>\$34,494,437</b>	<b>47%</b>	<b>3%</b>	<b>\$1,020,208</b>
<u>Debt Service Expenditures:</u>						
Debt Service Fund	\$1,368,637	\$12,811,450	\$1,792,043	14%	31%	\$423,406
Capital Improvement Fund	\$351,100	\$2,840,200	\$297,600	10%	-15%	(\$53,500)
Tourism & Convention Fund	\$46,553	\$274,106	\$42,053	15%	-10%	(\$4,500)
Stormwater Fund	\$382,439	\$3,284,735	\$429,526	13%	12%	\$47,088
<b>Totals</b>	<b>\$2,148,728</b>	<b>\$19,210,491</b>	<b>\$2,561,222</b>	<b>13%</b>	<b>19%</b>	<b>\$412,494</b>

**CITY OF LENEXA QUARTERLY FINANCIAL REPORT  
(06/30/2023)**

**Exhibit C – Investment Summary**

<b>Investment Type</b>	<b>Market Value</b>	<b>% of Market Value</b>	<b>Maximum % Allowed by Policy</b>
U.S. Government Agency Obligations	\$84,541,089	34.4%	90%
U.S. Treasury Notes and Bills	\$123,209,271	50.2%	100%
Collateralized Time and Demand Deposits	\$293,312	0.1%	100%
Kansas Municipal Investment Pool Fund (MIP)	\$683,086	0.3%	30%
Repurchase Agreements	\$36,853,000	15%	30%
<b>Total Portfolio</b>	<b>\$245,579,758</b>	<b>100%</b>	<b>n/a</b>

**CITY OF LENEXA QUARTERLY FINANCIAL REPORT**  
**(06/30/2023)**  
**Exhibit D - List of U.S. Treasury and U.S. Government Agency Investments**

**Short-term Portfolio:**

Description	Par Value	Current Yield	Final Maturity	Current Book Value	Current Market Value	Unrealized Gain (Loss) as of 06/30/2023
FEDERAL HOME LOAN BANKS	5,000,000.00	5.474	12/08/2023	4,978,346.65	4,954,785.00	(23,562)
FEDERAL HOME LOAN BANKS	5,000,000.00	5.307	09/08/2023	5,029,868.05	4,981,415.00	(48,453)
UNITED STATES TREASURY	5,000,000.00	5.281	08/31/2023	5,009,971.10	4,967,187.50	(42,784)
UNITED STATES TREASURY	5,000,000.00	5.226	10/31/2023	5,021,749.28	4,940,625.00	(81,124)
UNITED STATES TREASURY	2,500,000.00	4.948	08/15/2023	2,498,725.36	2,484,765.63	(13,960)
UNITED STATES TREASURY	2,500,000.00	5.104	09/15/2023	2,497,741.60	2,474,218.75	(23,523)
UNITED STATES TREASURY	5,000,000.00	5.305	11/15/2023	5,000,002.66	4,907,031.25	(92,971)
UNITED STATES TREASURY	2,500,000.00	5.305	11/15/2023	2,496,684.50	2,453,515.63	(43,169)
UNITED STATES TREASURY	3,000,000.00	5.214	12/15/2023	2,997,565.77	2,931,562.50	(66,003)
UNITED STATES TREASURY	5,000,000.00	5.415	02/15/2024	4,992,952.97	4,839,062.50	(153,890)
UNITED STATES TREASURY	5,000,000.00	5.414	03/15/2024	4,995,469.76	4,822,656.25	(172,814)
UNITED STATES TREASURY	3,000,000.00	5.458	04/15/2024	2,991,615.90	2,883,281.25	(108,335)
UNITED STATES TREASURY	5,000,000.00	5.456	05/15/2024	4,964,298.13	4,780,468.75	(183,829)
FEDERAL FARM CREDIT BANKS FUNDING CORP	3,000,000.00	4.811	07/17/2023	3,003,180.09	2,996,739.00	(6,441)
FEDERAL FARM CREDIT BANKS FUNDING CORP	2,500,000.00	4.189	07/14/2023	2,499,649.38	2,496,052.50	(3,597)
FEDERAL HOME LOAN BANKS	10,000,000.00	4.729	08/15/2023	9,940,793.03	9,940,760.00	(33)
FEDERAL HOME LOAN BANKS	5,000,000.00	4.930	09/01/2023	4,958,979.63	4,957,815.00	(1,165)
FEDERAL HOME LOAN BANKS	5,000,000.00	3.875	07/14/2023	4,991,488.50	4,992,580.00	1,091
FEDERAL FARM CREDIT BANKS FUNDING CORP	5,000,000.00	5.482	01/10/2024	5,002,548.13	4,984,340.00	(18,208)
FEDERAL HOME LOAN BANKS	5,000,000.00	4.656	08/10/2023	4,973,615.33	4,973,985.00	370
FEDERAL HOME LOAN BANKS	5,000,000.00	4.656	08/10/2023	4,973,615.33	4,973,985.00	370
FEDERAL HOME LOAN BANKS	3,000,000.00	5.471	01/19/2024	2,999,042.02	2,988,294.00	(10,748)
FEDERAL HOME LOAN BANKS	5,000,000.00	5.473	01/30/2024	5,000,564.67	4,982,830.00	(17,735)
FEDERAL HOME LOAN BANKS	5,000,000.00	5.473	01/30/2024	5,000,686.20	4,982,830.00	(17,856)
UNITED STATES TREASURY	5,000,000.00	4.929	08/15/2023	4,968,680.72	4,969,213.20	532
UNITED STATES TREASURY	20,345,000.00	5.221	10/17/2023	20,031,171.64	20,033,495.47	2,324
<b>Sub-total: Short-term Portfolio</b>	<b>\$132,345,000</b>	<b>5.115</b>	<b>11/03/2023</b>	<b>\$131,819,006</b>	<b>\$130,693,494</b>	<b>(\$1,125,512)</b>

**Long-term Portfolio:**

Description	Par Value	Current Yield	Final Maturity	Current Book Value	Current Market Value	Unrealized Gain (Loss) as of 06/30/2023
UNITED STATES TREASURY	3,000,000.00	4.985	05/15/2025	2,965,451.33	2,848,125.00	(117,326)
UNITED STATES TREASURY	1,000,000.00	4.845	08/15/2025	974,724.96	943,125.00	(31,600)
FEDERAL HOME LOAN BANKS	3,000,000.00	5.322	12/13/2024	3,033,206.66	2,893,449.00	(139,758)
UNITED STATES TREASURY	5,000,000.00	4.625	02/15/2026	4,691,827.03	4,632,812.50	(59,015)
UNITED STATES TREASURY	5,000,000.00	4.667	12/31/2025	4,813,643.15	4,761,718.75	(51,924)
FEDERAL NATIONAL MORTGAGE ASSOCIATION	5,000,000.00	5.352	10/15/2024	5,019,347.38	4,770,250.00	(249,097)
FEDERAL NATIONAL MORTGAGE ASSOCIATION	3,000,000.00	5.016	04/22/2025	2,888,318.87	2,774,607.00	(113,712)
FEDERAL HOME LOAN MORTGAGE CORP	2,000,000.00	4.898	07/21/2025	1,887,751.18	1,824,918.00	(62,833)
UNITED STATES TREASURY	2,000,000.00	4.855	07/31/2025	1,894,496.16	1,819,375.00	(75,121)
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,000,000.00	4.869	08/18/2025	1,886,341.08	1,824,948.00	(61,393)
UNITED STATES TREASURY	3,000,000.00	4.717	09/30/2025	2,806,572.70	2,716,875.00	(89,698)
FEDERAL HOME LOAN MORTGAGE CORP	3,000,000.00	4.829	09/23/2025	2,816,441.66	2,720,586.00	(95,856)
UNITED STATES TREASURY	5,000,000.00	4.710	10/31/2025	4,675,465.29	4,512,500.00	(162,965)
FEDERAL NATIONAL MORTGAGE ASSOCIATION	5,000,000.00	4.810	11/07/2025	4,691,447.66	4,525,920.00	(165,528)
UNITED STATES TREASURY	2,000,000.00	4.687	11/30/2025	1,870,421.29	1,805,000.00	(65,421)
UNITED STATES TREASURY	5,000,000.00	4.687	11/30/2025	4,563,007.59	4,512,500.00	(50,508)
UNITED STATES TREASURY	5,000,000.00	4.620	01/31/2026	4,500,281.33	4,488,281.25	(12,000)
UNITED STATES TREASURY	5,000,000.00	5.408	07/15/2024	4,960,614.78	4,748,437.50	(212,177)
UNITED STATES TREASURY	5,000,000.00	5.367	08/15/2024	4,956,443.66	4,730,468.75	(225,975)
UNITED STATES TREASURY	5,000,000.00	5.348	09/15/2024	4,951,575.60	4,712,500.00	(239,076)
UNITED STATES TREASURY	3,000,000.00	5.295	11/15/2024	2,961,807.83	2,821,406.25	(140,402)
UNITED STATES TREASURY	3,000,000.00	5.136	02/15/2025	2,938,431.66	2,831,718.75	(106,713)
UNITED STATES TREASURY	3,000,000.00	5.101	03/15/2025	2,947,792.96	2,837,343.75	(110,449)
<b>Sub-total: Long-term Portfolio</b>	<b>\$83,000,000</b>	<b>4.977</b>	<b>06/08/2025</b>	<b>\$79,695,412</b>	<b>\$77,056,866</b>	<b>(\$2,638,546)</b>

Description	Par Value	Current Yield	Current Book Value	Current Market Value	Unrealized Gain (Loss) as of 06/30/2023
<b>TOTALS</b>	<b>\$215,345,000</b>	<b>5.063</b>	<b>\$211,514,418</b>	<b>\$207,750,360</b>	<b>(\$3,764,059)</b>

**Report Notes:**

This report includes the City's U.S. Treasury and U.S. Government Agency investments held by the third-party custodian (UMB Bank)

This report does not include investments held away from the third-party custodian, which include

- Repurchase Agreement
- Collateralized Time & Demand Deposits
- Municipal Investment Pool (Overnight Pool)

**CITY OF LENEXA QUARTERLY FINANCIAL REPORT  
(06/30/2023)**

**Exhibit E - Reserve Balances by Fund**

<b>6/30/2023</b>						
<b>Fund</b>	<b>6/30/2023 Reserve Balance</b>	<b>FY 2023 Budget</b>	<b>Policy Minimum Reserve Target</b>	<b>Minimum Reserve Target (per policy)</b>	<b>Actual 6/30/2023 Reserve Percentage</b>	<b>Projected 12/31/2023 Reserve Percentage</b>
General Fund	\$58,129,731	\$97,235,775	30%	\$29,170,733	60%	36%
Debt Service Fund	\$15,243,488	\$14,087,762	10%	\$1,408,776	108%	34%
Health Plan Fund	\$4,626,156	n/a	n/a	\$2,038,867	n/a	n/a
Risk Management Fund	\$1,330,174	n/a	n/a	\$1,231,559	n/a	n/a
Worker's Compensation Fund	\$2,247,527	n/a	n/a	\$2,001,155	n/a	n/a
Stormwater Fund	\$7,253,374	\$7,232,967	10%	\$723,297	100%	42%
Rec Center Fund	\$3,505,723	\$3,393,192	10%	\$339,319	103%	74%
Tourism and Convention Fund	\$2,377,473	\$800,000	5%	\$40,000	297%	280%
Special Alcohol Fund	\$787,862	\$353,000	5%	\$17,650	223%	213%

**CITY OF LENEXA QUARTERLY FINANCIAL REPORT  
(06/30/2023)**

**Exhibit F - Thompson Barn Financial Report**

<u>Account Description</u>	<u>Amount as 6/30/2022</u>	<u>Amount as 6/30/2023</u>																														
<u>Revenues:</u>																																
Community Rentals	\$83,775	\$130,938																														
<b>Total Revenues</b>	<b>\$83,775</b>	<b>\$130,938</b>																														
<u>Expenditures and Encumbrances:</u>																																
Personnel Costs	\$20,979	\$18,875																														
Contractual Services	\$9,618	\$11,561																														
Commodities	\$14,669	\$9,574																														
<b>Total Expenditures and Encumbrances</b>	<b>\$45,265</b>	<b>\$40,010</b>																														
<b>Revenues less Expenditures and Encumbrances</b>	<b>\$38,510</b>	<b>\$90,928</b>																														
<b>Unspent Balance as of January 1st</b>	<b>\$871,677</b>	<b>\$1,042,842</b>																														
<b>Unspent Balance as of June 30th</b>	<b>\$910,187</b>	<b>\$1,133,769</b>																														
<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3"><u>Rental Activity YTD:</u></th></tr> <tr> <th><u>Number of Rentals</u></th><th><u>6/30/2022</u></th><th><u>6/30/2023</u></th></tr> </thead> <tbody> <tr> <td>Chamber of Commerce</td><td>8</td><td>3</td></tr> <tr> <td>City of Lenexa</td><td>1</td><td>5</td></tr> <tr> <td>Public</td><td>77</td><td>67</td></tr> <tr> <td><b>Totals</b></td><td><b>86</b></td><td><b>75</b></td></tr> <tr> <th><u>Types of Rentals</u></th><th><u>6/30/2022</u></th><th><u>6/30/2023</u></th></tr> <tr> <td>Meetings</td><td>25</td><td>26</td></tr> <tr> <td>Social Functions</td><td>61</td><td>49</td></tr> <tr> <td><b>Totals</b></td><td><b>86</b></td><td><b>75</b></td></tr> </tbody> </table>			<u>Rental Activity YTD:</u>			<u>Number of Rentals</u>	<u>6/30/2022</u>	<u>6/30/2023</u>	Chamber of Commerce	8	3	City of Lenexa	1	5	Public	77	67	<b>Totals</b>	<b>86</b>	<b>75</b>	<u>Types of Rentals</u>	<u>6/30/2022</u>	<u>6/30/2023</u>	Meetings	25	26	Social Functions	61	49	<b>Totals</b>	<b>86</b>	<b>75</b>
<u>Rental Activity YTD:</u>																																
<u>Number of Rentals</u>	<u>6/30/2022</u>	<u>6/30/2023</u>																														
Chamber of Commerce	8	3																														
City of Lenexa	1	5																														
Public	77	67																														
<b>Totals</b>	<b>86</b>	<b>75</b>																														
<u>Types of Rentals</u>	<u>6/30/2022</u>	<u>6/30/2023</u>																														
Meetings	25	26																														
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<b>Totals</b>	<b>86</b>	<b>75</b>																														



**CITY OF LENEXA QUARTERLY FINANCIAL REPORT  
(06/30/2023)**

**Exhibit G - Purchase Order Report (\$20,000.01 - \$75,000)**

<b>Fund/Department</b>	<b>Vendor Name</b>	<b>Amount</b>	<b>Description</b>	<b>Date</b>
Parks & Recreation	Majestic Franchising/Jani-King	30,751.00	Park Restroom Cleaning	04/04/23
Finance	Granicus, LLC	72,005.00	Equip/install for video & stream of Council Meets	04/06/23
Human Resources	Backstitch Inc	23,237.76	2023 Annual License	04/06/23
Parks & Recreation	Landworks Studio LLC	25,348.47	P & R Master Plan	04/06/23
Municipal Services	Norton & Schmidt	70,900.00	Lenexa Fuel Station (24000 Prairie Star Pkwy)	04/10/23
Finance	Water District No 1	35,734.65	Permit for Justice Center MX-07038BA	04/18/23
Police	C&C Sales Inc	33,760.00	4/1/23-3/31/24 Genetec - Omnicast Maint agreement	04/19/23
Finance	Water District No 1	28,430.13	Permit for Justice Center MX-20016BA	04/20/23
Municipal Services	Concrete & Masonry Restoration Inc	47,158.00	Prairie Star Pkwy, Woodland to K-7 Limestone	04/25/23
Executive	Johnson County Government	20,000.00	2023 Utility Assistance	04/28/23
Information Technology	Eaton Corporation	23,000.00	Eaton UPS Maintenance for PD	05/09/23
Municipal Services	Stanion Wholesale Electric Co Inc	70,062.05	Street Light for Falcon Valley Drive Project	05/12/23
Police	Selective Site Consultants, Inc.	24,150.00	Tower inspection/mapping & comprehensive structural analyses	05/16/23
Parks & Recreation	Sticks n Stones Landscape LLC	25,127.28	Street Trees	05/16/23
Community Development	Ron Weers Construction Inc	21,068.00	Canyon Creek Forest Additional Storm Sewer	05/18/23
Parks & Recreation	Bike Share KC	37,200.00	RideKC Bike	05/22/23
Municipal Services	J&D Equipment Inc	60,699.00	2023 Parks Bed & Hydraulics	05/26/23
Municipal Services	Max Motors	54,000.00	2023 Dodge 2500 Tradesman Crew 4X4	05/30/23
Police	911 Custom	22,015.45	PD2203 Outfitting Car #2389	06/12/23
Municipal Services	Concrete & Masonry Restoration Inc	38,617.00	Limestone Cleaning on PSP, K-7 - Canyon Creek Blvd	06/12/23
Police	Intergraph Corporation	37,421.16	Intergraph Maint. agreement 8/1/23-7/31/24	06/14/23
Parks & Recreation	Centric Projects, LLC	60,570.00	Concrete Seat Walls @ Rolling Magic Skate Park	06/27/23

**CITY OF LENEXA QUARTERLY FINANCIAL REPORT  
(06/30/2023)**

**Exhibit H - Rec Center Financial Report**

<u>Account Description</u>		<u>FY 2023 Budget</u>	<u>Amount as 6/30/2023</u>
<u>Revenues:</u>			
<u>Account:</u>			
45601 & 45660	Membership Fees	\$1,600,000	\$1,257,058
45599, 45641 & 45654	Day Pass Fees	\$240,000	\$268,610
45640	Child Care Fees	\$35,000	\$24,207
45665	Silver Sneakers Fees	\$50,000	\$123,547
45647	Birthday Party Rental Fees	\$140,000	\$85,000
45642-45644	Fitness Class Fees	\$96,000	\$46,783
45613, 45916-45920	Swim Lessons/Aquatics Programs	\$87,200	\$86,824
45619, 45625, 45627, 45635, 45637, 45639, 45645, 45646, 45870, 45871	Sports Programs	\$29,800	\$29,232
45648, 45732	Other Event & Rental Fees	\$7,000	\$24,032
45617, 45621, 45623, 45629, 45649, 45651, 45652, 45653	Other Classes & Camps Fees	\$149,500	\$97,550
44270	Grant Revenues (CDBG)	\$0	\$0
47120 & 47130	Investment Income	\$6,000	\$82,324
48204, 48210, 48216, 48217, 48221, 48230, 48235, 48250, 48257, 48281, 48282, 48285, 48286, 49435	Vending & Miscellaneous Revenues	\$14,000	\$2,858
<b>Total Revenues</b>		<b>\$2,454,500</b>	<b>\$2,128,024</b>
<u>Expenses:</u>			
	Personnel Costs	\$2,503,330	\$1,031,001
	Contractual Services	\$505,123	\$218,955
	Commodities	\$299,025	\$160,518
	Capital Outlay	\$96,942	\$15,584
<b>Total Expenses</b>		<b>\$3,404,420</b>	<b>\$1,426,058</b>
<b>Revenues less Expenses</b>		<b>(\$949,920)</b>	<b>\$701,966</b>
<b>Transfer from General Fund</b>		<b>\$0</b>	<b>\$0</b>
<b>Net Position (Balance), January 1, 2023</b>			<b>\$2,830,864</b>
<b>Net Position (Balance), June 30, 2023</b>			<b>\$3,532,830</b>
<u>Statistics as of 06/30/2023</u>			
<i>Rec Center opened for operations in late July of 2017.</i>			
	<u>Memberships</u>	<u>Number</u>	<u>% Share</u>
	Household	5,893	55.2%
	PLUS 1 (members above total of 5 members per household)	628	5.9%
	Adult	963	9.0%
	Senior	568	5.3%
	Specialty Memberships	2,224	20.8%
	All Other	395	3.7%
	<b>Total Memberships</b>	<b>10,671</b>	<b>100.0%</b>
	Total Membership Units (Pro Forma estimated 2,010 in first year)		
	5,972		
	Total Visits (2nd quarter 2023)		
	98,329		
	Total Visits (since opening)		
	1,466,493		