



## Agenda

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

**JULY 1, 2025  
7:00 PM  
COMMUNITY FORUM**

### **CALL TO ORDER**

Pledge of Allegiance

### **ROLL CALL**

### **APPROVE MINUTES**

June 17, 2025 City Council meeting draft minutes (located in the Appendix)

### **MODIFICATION OF AGENDA**

### **PROCLAMATIONS**

Bebe Moore Campbell National Minority Mental Health Awareness Month

### **APPOINTMENTS**

Parks & Recreation Advisory Board Appointment - Jenny De Cicco (memo located in the Appendix)

### **CONSENT AGENDA**

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

The matters listed on the Consent Agenda are routine and approved collectively with no separate discussion on each individual item. Any item on the Consent Agenda may be removed from the Consent Agenda for separate consideration by a member of the Governing Body, the City Manager, or by a member of the public in attendance at the meeting. In the event the item is removed from the Consent Agenda, it will be placed on the regular agenda.

1. Approval of a Conduit Purchase Agreement authorizing the sale of a conduit along 86th Street and Scarborough Street in Lenexa City Center North to Everfast Fiber Networks

*Everfast Fiber Networks is interested in purchasing a conduit from the City for \$28,883.92.*

2. Approval of the purchase of a NoTraffic Signal Detection System from Traffic Control Corporation

*The NoTraffic detection system uses radar, video, and AI technology to monitor and manage vehicle detection at signalized intersections. The system assists with optimizing traffic signal timing, which helps reduce vehicle delays, and provides turning movement counts and continuous video monitoring, eliminating the need for separate observation cameras. The cost for 10 systems from Traffic Control Corporation is \$210,000.*

3. Resolution authorizing the sale, possession, and consumption of alcohol at the 2025 Food Truck Frenzy - Old Town event

*The City plans to sponsor a Food Truck Frenzy - Old Town event on July 19, 2025. The sale, possession, and consumption of alcohol at the event requires City Council approval, as well as designating the event's boundaries and identifying the public streets to be closed.*

4. Resolution calling for a public hearing to consider approving Redevelopment Project Plan 6 in the Mining TIF District (Ross Canyon Multi-Family Project - Phase 1)

*This resolution is only to provide notice of a public hearing on August 5, 2025, at which time the Governing Body will consider approving Redevelopment (TIF) Project Plan 6 encompassing 11 acres located adjacent to 93rd Street between Mill Creek Road and Renner Boulevard in the Mining TIF District.*

5. Resolution of intent to issue approximately \$10.2 million in industrial revenue bonds for the Village at City Center North Mixed-Use Retail and Commercial Project at the northeast corner of 87th Street Parkway & Scarborough Street

*CB AH #1, LLC has requested the issuance of industrial revenue bonds for a project in the 27-acre AdventHealth Campus.*

## END OF CONSENT AGENDA

## BOARD RECOMMENDATIONS

6. Consideration of a rezoning and preliminary plan known as Vantage at Lenexa for a multifamily residential development on property located at the northwest corner of Prairie Star Parkway & Monticello Road - **WITHDRAWN BY THE APPLICANT**

## NEW BUSINESS

7. Resolution determining the advisability of authorizing certain municipal improvements and establishing a special benefit district to finance them and waiving the sealed bid process (Woodsonia Drive SBD)

*The City received a petition to establish a special benefit district (SBD) to finance the construction of Woodsonia Drive, as well as related public improvements. The maximum estimated cost for the SBD is \$10,077,000. This resolution will establish an SBD for this project and waive the sealed bid process for construction of the improvements.*

## COUNCILMEMBER REPORTS

## STAFF REPORTS

## END OF RECORDED SESSION

## BUSINESS FROM FLOOR

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

## ADJOURN

## APPENDIX

8. June 17, 2025 City Council meeting draft minutes
9. Bebe Moore Campbell National Minority Mental Health Awareness Month Proclamation
10. Parks & Recreation Advisory Board Appointment Memo - Jennifer De Cicco
11. Item 1 -- Everfast Purchase Agreement

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

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

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



**CITY COUNCIL  
MEMORANDUM**

**ITEM 1**

**SUBJECT:** Approval of a Conduit Purchase Agreement authorizing the sale of a conduit along 86th Street and Scarborough Street in Lenexa City Center North to Everfast Fiber Networks

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

**DATE:** July 1, 2025

**ACTION NEEDED:**

Approve a Conduit Purchase Agreement authorizing the sale of a conduit along 86th Street and Scarborough Street in Lenexa City Center North to Everfast Fiber Networks ("Everfast").

**PROJECT BACKGROUND/DESCRIPTION:**

The City built a duct bank during the construction of 86th Street and Scarborough Street in Lenexa City Center North. The duct bank is 1,629 linear feet and consists of eight, two-inch-diameter conduits and two, four-inch-diameter conduits and was installed to accommodate future wire and fiber optic utilities. The City paid the initial cost of the duct bank and each utility purchasing a conduit will reimburse the City a proportional share of the overall cost.

Everfast is purchasing one, two-inch-diameter conduit. Everfast Fiber Networks is responsible for all fiber optic installation costs, as well as future maintenance costs.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

Everfast will pay \$28,883.92 for the purchase of the conduit. The amount is based on the City's actual cost to purchase the materials and install the conduit.

**STAFF RECOMMENDATION:**

Approve the agreement.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

Integrated Infrastructure & Transportation

**Guiding Principles**

Superior Quality Services

**ATTACHMENTS**

1. Map
2. Agreement located in the Appendix





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

## Conduit Purchase Agreement Everfast Fiber Networks



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Feet





**CITY COUNCIL  
MEMORANDUM**

**ITEM 2**

**SUBJECT:** Approval of the purchase of a NoTraffic Signal Detection System from Traffic Control Corporation

**CONTACT:** Nick Arena, Municipal Services Director  
Cody Wilbers, Assistant Municipal Services Director  
Steve Schooley, Transportation Manager

**DATE:** July 1, 2025

**ACTION NEEDED:**

Approve the purchase of a NoTraffic Signal Detection System from Traffic Control Corporation (TCC).

**PROJECT BACKGROUND/DESCRIPTION:**

The NoTraffic system combines video and radar-based dual detection technology with artificial intelligence (AI) to deliver reliable vehicle detection. The system assists with optimizing traffic signal timing, which helps reduce vehicle delays. Staff conducted trials at the intersections of 87th Street Parkway & Quivira Road and 79th Street & Lackman Road. The trials showed improved performance of the systems.

In addition to reliable detection, the NoTraffic system provides turning movement traffic counts and approach delay information that supports signal timing optimization. It also offers continuous video monitoring of each approach, eliminating the need for separate traffic observation cameras at the intersection. The following quotes were received:

Company	Price	Amount	Total
Traffic Signal Controls	\$20,950	10	\$209,500
Traffic Control Corporation*	\$21,000	10	\$210,000

\*Selected quote

Although the quote from TCC is \$50 higher per system, staff recommends selecting TCC as the provider. TCC is in the process of becoming the sole source provider for NoTraffic systems, and staff anticipates improved service and support as a result.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The purchase is funded through the Municipal Services Traffic operating budget and the Pavement Management Program (PMP). Inductive loop detectors, the traditional signal detection system, cost approximately \$3,220 per travel lane and typically need to be replaced during pavement management operations. The NoTraffic system offers a more cost-effective alternative, resulting in over \$77,000 in savings in this year's PMP contracts.

**STAFF RECOMMENDATION:**

Approve the purchase.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**

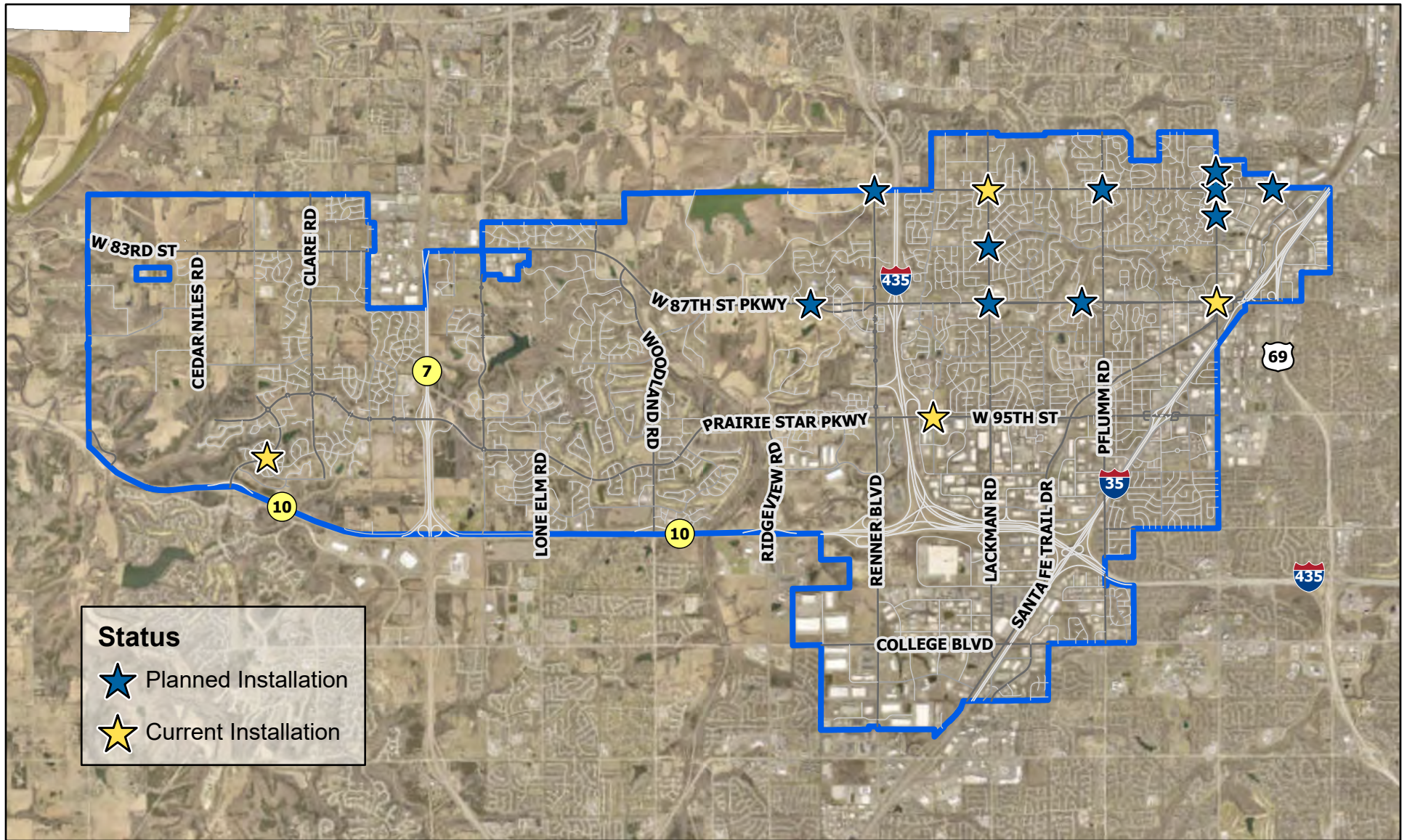
Integrated Infrastructure & Transportation

**Guiding Principles**

Superior Quality Services

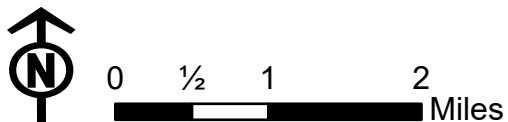
**ATTACHMENTS**

1. Map



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

## NoTraffic - Signal Detection Systems







**CITY COUNCIL  
MEMORANDUM**

**ITEM 3**

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**SUBJECT:** Resolution authorizing the sale, possession, and consumption of alcohol at the 2025 Food Truck Frenzy - Old Town event

**CONTACT:** Mike Nolan, Assistant City Manager  
Steven Shrout, Assistant City Attorney

**DATE:** July 1, 2025

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**ACTION NEEDED:**

Adopt a resolution authorizing the sale, possession, and consumption of alcohol at the 2025 Food Truck Frenzy - Old Town event.

**PROJECT BACKGROUND/DESCRIPTION:**

The City will host a Food Truck Frenzy event on July 19, 2025, in Old Town Lenexa. The event's boundary includes a portion of Santa Fe Trail Drive from Pflumm Road to 92nd Street, which will be closed to vehicular traffic.

Pursuant to Kansas law, alcohol may only be consumed on public streets, alleys, roads, sidewalks, or highways if the local governing body has approved the event by resolution and authorized the closure of any applicable streets. A licensed drinking establishment may be authorized to extend its licensed premises into the event or a temporary permit for the sale of alcoholic liquor must be issued to each person or organization intending to sell alcoholic liquor at the event. The City intends to partner with Jerry's Bait Shop to be the authorized seller of alcoholic beverages at the event.

**STAFF RECOMMENDATION:**

Adopt the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**  
Inviting Places

**Guiding Principles**  
Extraordinary Community Pride

**ATTACHMENTS**

1. Resolution

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

**A RESOLUTION AUTHORIZING THE SALE, POSSESSION, AND CONSUMPTION OF ALCOHOL AT THE FOOD TRUCK FRENZY – OLD TOWN EDITION EVENT.**

WHEREAS, the Food Truck Frenzy – Old Town Edition event (“Food Truck Frenzy”) will take place Saturday, July 19, 2025 in Old Town Lenexa; and

WHEREAS, the City intends for Mike Rounkles LLC d/b/a “Jerry’s Bait Shop” to provide and sell alcohol at the Food Truck Frenzy for consumption on the premises, including consumption on certain public streets, roads and sidewalks closed to vehicular traffic; and

WHEREAS, pursuant to K.S.A. 41-719, alcohol may be consumed on public streets, alleys, roads, sidewalks or highways as part of an event, so long as a temporary permit for the sale of alcoholic liquor has been issued by the State or a licensed drinking establishment has been authorized to extend its licensed premises pursuant to K.S.A. 41-2608 and the local governing body has approved the event and authorized the closure of any applicable streets to vehicular traffic during the special event; and

WHEREAS, in accordance with K.S.A. 41-719, the City desires to close certain streets, alleys, roads and sidewalks within the boundaries depicted on Exhibit A, attached hereto and incorporated herein by reference, to vehicular traffic and to allow the consumption of alcohol within said boundaries during the Food Truck Frenzy.

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

**SECTION ONE:** In accordance with K.S.A. 41-719, the Governing Body hereby authorizes the consumption of alcoholic liquor on public streets, alleys, roads, sidewalks or highways that are closed to vehicular traffic as part of the Food Truck Frenzy – Old Town Edition event.

**SECTION TWO:** The Governing Body hereby authorizes Mike Rounkles LLC d/b/a “Jerry’s Bait Shop” to provide and sell alcohol at the Food Truck Frenzy – Old Town Edition event, provided Mike Rounkles, LLC d/b/a/ “Jerry’s Bait Shop” first obtains the necessary temporary permit or authorization to extend its licensed premises pursuant to K.S.A. 41-2608 for the sale of alcoholic liquor from the State of Kansas, Division of Alcoholic Beverage Control.

**SECTION THREE:** The Governing Body hereby authorizes the closure of the following street to vehicular traffic during the Food Truck Frenzy – Old Town Edition event:

- Santa Fe Trail Drive from Pflumm Road to 92<sup>nd</sup> Street, including the parking lot, as depicted in Exhibit A attached hereto and incorporated herein by reference.

The street is anticipated to close at 12:00 p.m. on Saturday, July 19, 2025 and re-open at 2:00 a.m. on Sunday, July 20, 2025.

**SECTION FOUR:** The boundaries of the Food Truck Frenzy – Old Town Edition event, within which alcoholic liquor may be possessed or consumed, shall be as designated on the attached Exhibit A. The Community Development Director or designee will mark the boundaries of the approved event area by signs, a posted map, or other means that will reasonably identify the area in which alcoholic liquor may be possessed or consumed.

**ADOPTED** by the City Council on July 1, 2025.

**SIGNED** by the Mayor on July 1, 2025.

CITY OF LENEXA, KANSAS

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Julie Sayers, Mayor

ATTEST:

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Jennifer Martin, City Clerk

APPROVED AS TO FORM:

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Steven D. Shrout, Assistant City Attorney



**Exhibit A – Food Truck Frenzy – Old Town**  
Saturday, July 19, 2025





**CITY COUNCIL  
MEMORANDUM**

**ITEM 4**

**SUBJECT:** Resolution calling for a public hearing to consider approving Redevelopment Project Plan 6 in the Mining TIF District (Ross Canyon Multi-Family Project - Phase 1)

**CONTACT:** Sean McLaughlin, City Attorney

**DATE:** July 1, 2025

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**ACTION NEEDED:**

Adopt a resolution calling for a public hearing to consider approving Redevelopment Project Plan 6 in the Mining TIF District (Ross Canyon Multi-Family Project - Phase 1).

**PROJECT BACKGROUND/DESCRIPTION:**

This resolution is only to provide notice of a public hearing on August 5, 2025, at which time the Governing Body will consider approving Project Plan 6 encompassing 11 acres located adjacent to 93rd Street between Mill Creek Road and Renner Boulevard in the Mining TIF District.

Pursuant to state law, before a tax increment financing (TIF) project plan is considered by a governing body, a city's planning commission must first examine the proposed project plan in the context of the city's comprehensive plan and make a finding that the two plans are consistent with each other. Project Plan 6 will be considered at the Lenexa Planning Commission meeting on June 30, 2025. The project is to be completed by Petra RE Holdings ("Developer") and includes construction of approximately 353 class-A, multifamily units in five buildings, including associated mine reclamation and filling, site work, utilities, and parking facilities.

The TIF increment generated from the Project Plan 6 area would be used to reimburse the Developer for its TIF-eligible costs, which are primarily related to mine reclamation of the undermined property. The eligible costs, priority, and terms of reimbursement would be set forth in a Disposition and Development Agreement (DDA), but generally provide for the Developer to be reimbursed with TIF increment up to a maximum reimbursement of \$15 million, commencing upon substantial completion of the construction in accordance with approved plans and permits for a term of approximately 12.5 years. The TIF increment generated from the Project Plan 6 area would also be used to reimburse the City for public TIF-eligible costs up to \$8 million.

Consideration of the DDA is also contemplated to occur at the August 5, 2025 City Council meeting, if Project Plan 6 is approved.

**STAFF RECOMMENDATION:**

Adopt the resolution.

## VISION / GUIDING PRINCIPLES ALIGNMENT:

### Vision 2040

Thriving Economy

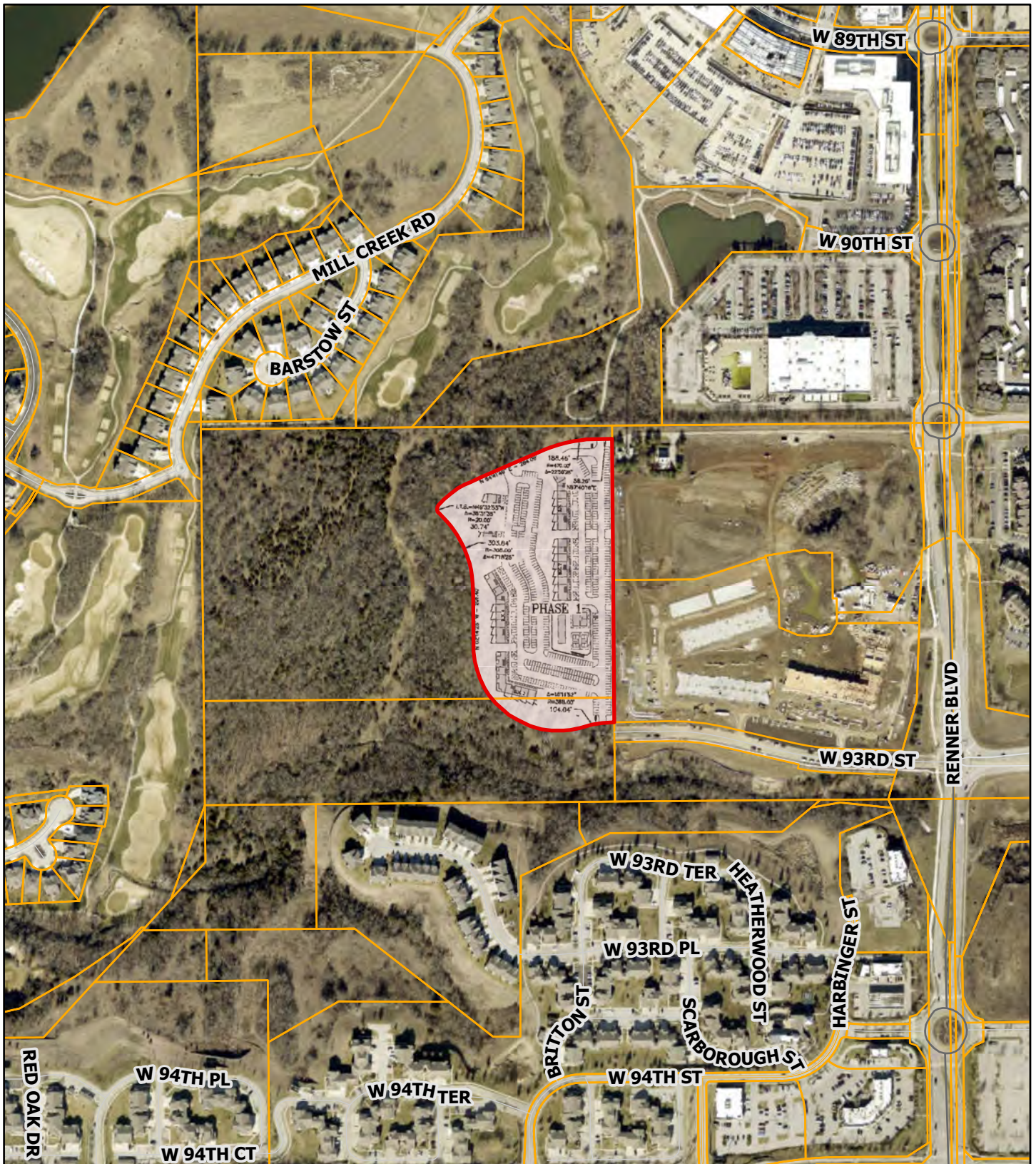
### Guiding Principles

Responsible Economic Development

## ATTACHMENTS

1. Map
2. Resolution





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

## Ross Canyon Phase One



0 250 500 1,000  
Feet



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

**A RESOLUTION PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADOPTION OF REDEVELOPMENT PROJECT PLAN 6 FOR THE MINING TIF DISTRICT (“ROSS CANYON MULTI-FAMILY PROJECT – PHASE 1”).**

WHEREAS, on March 2, 2004, the Governing Body adopted Ordinance 4604 establishing a Redevelopment District (the "Original Mining TIF District") pursuant to K.S.A. 12-1770 et seq., as amended (the “Act”); and

WHEREAS, On December 20, 2005, the Governing Body adopted Ordinance 4825 amending and including additional land in the Original Mining TIF District to establish the Amended Mining Redevelopment District (“Mining TIF District”); and

WHEREAS, the Mining TIF District area encompasses approximately 475 acres generally described as an area located in the northwest quadrant of U.S. Interstate Highway 435 and 95<sup>th</sup> Street; and

WHEREAS, the Governing Body desires to consider adopting Redevelopment (TIF) Project Plan 6 (“Project Plan 6”) in accordance with the Act. The purpose of Project Plan 6 is construction of approximately 353 class-A, multi-family units in five buildings along with associated infrastructure improvements and mine reclamation and filling; and

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

WHEREAS, on June 30, 2025, the Planning Commission of the City reviewed Project Plan 6 and found that Project Plan 6 is consistent with the comprehensive general plan for the development of the City.

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

SECTION 1: A public hearing to consider the adoption of Project Plan 6 shall be held at the City Council meeting on Tuesday, August 5, 2025 at 7:00 p.m., Central Standard Time, or as soon thereafter as it can be

heard, at the Lenexa City Hall, 17101 W. 87<sup>th</sup> Street Parkway, Lenexa, Kansas.

SECTION 2: The redevelopment district its boundaries are as follows:

Beginning at the Northwest corner of the Northeast Quarter of Section 31, Township 12 South, Range 24 East; thence South along the West line of the Northeast Quarter of said Section 31, to the Southwest corner of the Northeast Quarter of said Section 31; thence East along the South line of the Northeast Quarter of said Section 31, to the Southeast corner, and continuing East along the South line of the Northwest Quarter of Section 32, Township 12S, Range 24 East to the Easterly right-of-way line of Renner Boulevard as it now exist; thence South along the Easterly right-of-way line of said Renner Boulevard and its Southerly extension, to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 32; thence East along the North line of the Southwest Quarter of the Southwest Quarter of said Section 32 to the center line of the Interstate Route 435, as it now exists; thence Southerly along the centerline of said Interstate Route 435 to the South line of the Southwest Quarter of said Section 32; thence West along the South line of the Southwest Quarter of said Section 32 to the Southwest corner of said Section 32; thence West along the South line of said Section 31, to the Southwest corner of said Section 31; thence North along the West line of Section 31, to the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 31; thence East along the North line of the Southwest Quarter of the Northwest Quarter of said Section 31, to the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 31, said point also being the Southwest corner of the Northeast Quarter of said Northwest Quarter of said Section 31; thence North along the West line of the Northeast Quarter of the Northwest Quarter of said Section 31, to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 31; thence East along the North line of the Northeast Quarter of the Northwest Quarter of said Section 31, to the Point of Beginning, containing approximately 475 acres.

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



All that part of the Southeast Quarter of Section 31 Township 12 South, Range 24 East of the Sixth Principal Meridian in the City of Lenexa, Johnson County, Kansas, with said part being originally described on this 21st day of May 2025 by me, Thomas M. Smith, Professional Surveyor, Kansas License No. 759, and being more particularly described as follows:

COMMENCING at the Northwest Corner of the Southeast Quarter of Section 31, Township 12 South, Range 24 East; thence North  $87^{\circ}40'24''$  East, along the North Line of said Southeast Quarter of Section 31, a distance of 1450.36 feet to a point of intersection on said North Line of the Southeast Quarter of Section 31 with the northerly prolongation of the West Line of REFLECTIONS, FIRST PLAT, a platted subdivision of land in the City of Lenexa, Johnson County, Kansas; thence departing said North Line of the Southeast Quarter of Section 31, South  $02^{\circ}16'53''$  East, along said northerly prolongation of said West Line of said REFLECTIONS, FIRST PLAT, a distance of 47.45 feet, to the true POINT OF BEGINNING of land being described; thence continuing South  $02^{\circ}16'53''$  East, along said northerly prolongation of the West Line of said REFLECTIONS, FIRST PLAT and the West Line of said REFLECTIONS, FIRST PLAT, a distance of 998.78 feet; thence departing said West line of said REFLECTIONS, FIRST PLAT, South  $87^{\circ}05'16''$  West, a distance of 7.52 feet to a point of curvature; thence westerly and southwesterly along a curve the left, said curve being tangent to the last described course and having a radius of 368.00 feet, a delta angle of  $16^{\circ}11'52''$  and an arc length of 104.04 feet to a point of reverse curvature; thence westerly and northwesterly along a curve the right, having an initial tangent bearing of South  $70^{\circ}53'23''$  West, having a radius of 298.00 feet, a delta angle of  $106^{\circ}52'09''$  and an arc length of 555.84 feet to a point of tangency; thence North  $02^{\circ}14'28''$  West, a distance of 201.40 feet to a point of curvature; thence westerly and southwesterly along a curve the left, said curve being tangent to the last described course and having a radius of 368.00 feet, a delta angle of  $47^{\circ}18'25''$  and an arc length of 303.84 feet to a point of reverse curvature; thence westerly and northeasterly along a curve the right, having an initial tangent bearing of North  $49^{\circ}32'53''$  West, having a radius of 20.00 feet, a delta angle of  $38^{\circ}31'35''$  and an arc length of 30.74 feet to a point of compound curvature; thence easterly and northeasterly along a curve the right, having an initial tangent bearing of North  $38^{\circ}31'35''$  East, having a radius of 303.00 feet, a delta angle of  $26^{\circ}10'14''$  and an arc length of

138.40 feet to a point of tangency; thence North 64°41'49" East, a distance of 284.09 feet to a point of curvature; thence easterly and northeasterly along a curve the right, said curve being tangent to the last described course and having a radius of 470.00 feet, a delta angle of 22°58'28" and an arc length of 188.46 feet to a point of tangency; thence North 87°40'16" East, a distance of 58.26 feet to the place of beginning.

Containing 479,669 square feet or 11.012 acres, more or less

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

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

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

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

PASSED by the Governing Body this 1<sup>st</sup> day of July, 2025.

SIGNED by the Mayor this 1<sup>st</sup> day of July, 2025.

CITY OF LENEXA, KANSAS

[SEAL]

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Julie Sayers, Mayor

Attest:

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Jennifer Martin, City Clerk

Approved As To Form:

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Sean McLaughlin, City Attorney

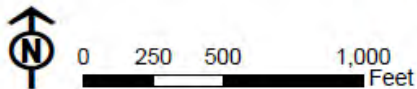


## Exhibit A



Date: Revision City of Lenexa and Johnson County Records  
For further information, please call 913-451-7000.

### Ross Canyon Phase One





**CITY COUNCIL  
MEMORANDUM**

**ITEM 5**

**SUBJECT:** Resolution of intent to issue approximately \$10.2 million in industrial revenue bonds for the Village at City Center North Mixed-Use Retail and Commercial Project at the northeast corner of 87th Street Parkway & Scarborough Street

**CONTACT:** Sean McLaughlin, City Attorney

**DATE:** July 1, 2025

**ACTION NEEDED:**

Adopt a resolution of intent to issue approximately \$10.2 million in industrial revenue bonds (IRBs) for the Village at City Center North Mixed-Use Retail and Commercial Project at the northeast corner of 87th Street Parkway & Scarborough Street.

**PROJECT BACKGROUND/DESCRIPTION:**

CB AH #1, LLC ("Developer") has submitted an IRB application in order to receive a sales tax exemption for acquiring, constructing, and equipping two restaurant/retail buildings totaling approximately 32,400 square feet, as well as associated infrastructure ("Project") located at the northeast corner of 87th Street Parkway & Scarborough Street. The Project is part of the 27-acre AdventHealth Campus Project, which includes a mix of medical, commercial, retail, and restaurant uses. The estimated IRB issuance is approximately \$10.2 million. The Project is expected to begin construction in summer 2025.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

IRBs are not backed by the full faith and credit of the City. The applicant is responsible for repayment of the bonds and all fees related to the bond issue. The Project is located in the previously approved Village at City Center North Mixed-Use Retail & Commercial Community Improvement District and City Center Project Plan 3J.

**STAFF RECOMMENDATION:**

Adopt the resolution.

**VISION / GUIDING PRINCIPLES ALIGNMENT:**

**Vision 2040**  
Thriving Economy

**Guiding Principles**  
Responsible Economic Development

**ATTACHMENTS**

1. Map
2. Resolution





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

## Village at City Center North - Mixed-Use



0 100 200 400 Feet

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

**A RESOLUTION DETERMINING THE INTENT OF THE CITY OF LENEXA, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,200,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A RETAIL/OFFICE PROJECT FOR THE BENEFIT OF CB AH #1, LLC**

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

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

**WHEREAS**, CB AH #1, LLC, a Kansas limited liability corporation (the “Company”), made application requesting the City issue its industrial revenue bonds in the aggregate principal amount not to exceed \$10,200,000 (the “Bonds”) for the purpose of financing the cost of acquiring, constructing and equipping two restaurant/retail buildings totaling approximately 32,400 s.f. as well as associated site work, lighting, landscaping, hardscape, parking, and related site amenities and infrastructure (the “Project”) located at the northeast corner of 87<sup>th</sup> Street Parkway and Scarborough Street, and to lease the Project to the Company or its successors and assigns, subject to City consent and all pursuant to the Act; and

**WHEREAS**, the Company is a retailer as defined in K.S.A. 79-3602; and

**WHEREAS**, in accordance with K.S.A. 12-1744e, the City published notice in the official city newspaper of its intent to issue Bonds and lease the Project to the Company; and

**WHEREAS**, it is found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of Bonds under the Act in an approximate principal amount not to exceed \$10,200,000, such Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company or its successors and assigns.

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

**Section 1. Approval of Project.** The Governing Body of the City finds and



determines that the acquisition, construction and equipping the Project will promote, stimulate and develop the general welfare and economic prosperity of the City through the promotion and advancement of physical or mental health, industrial, commercial, agricultural, natural resources or recreation development of the City and the issuance of the City's Bonds to pay such costs will be in furtherance of the public purposes set forth in the Act.

**Section 2. Intent to Issue Bonds.** The Governing Body of the City determines and declares the intent of the City to acquire and equip the Project using the proceeds of the Bonds to be issued and used in accordance with the Act.

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

**Section 4. Conditions to Issuance.** Issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to (i) passage and publication of an ordinance authorizing the Bonds and obtaining any other necessary governmental approvals; (ii) agreement by the City, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof; and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project, including, but not limited to, provisions relating to the security for the payment of the Bonds, and provisions relating to the maintenance of the Project; (iii) the Company's compliance with the City's policies relating to the issuance of industrial revenue bonds, including payment of the City's origination fee and all costs of issuance; and (iv) delivery of an opinion of Bond Counsel with respect to the validity of the Bonds in a form acceptable to the City and the purchaser of the Bonds and delivery of an opinion from counsel to the Company for the benefit of the city in a form acceptable to the City.

**Section 5. Sale of the Bonds/Authority to Proceed.** The sale of the Bonds shall be the responsibility of the Company and shall be privately placed with the Company, an affiliate of the Company or Company's lender; provided, however, all arrangements for the sale of the Bonds shall be acceptable to the City. The Company is authorized to proceed with the acquiring and equipping of construction materials for the Project, including the necessary planning and engineering for the Project and entering into contracts and purchase orders in connection therewith and to advance such funds as may be necessary to accomplish such purposes, and to the extent permitted by law, the Company may be reimbursed for such expenditures out of the proceeds of the Bonds, when and if issued, to the extent permitted by law. Notwithstanding such authorization,

the Company proceeds at its own risk and if for any reason, the Bonds are not issued, the City shall have no liability to the Company for any reason, including the repayment to the Kansas Department of Revenue of any retailers' sales tax exemption utilized by the Company for which the Company shall indemnify and hold the City harmless.

**Section 6. Limited Obligations of the City.** The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of such Bonds, as provided in the Indenture. The Bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

**Section 7. Required Disclosure.** Any disclosure document prepared in connection with the private placement of the Bonds shall contain a disclaimer that none of the information was supplied or verified by the City and the City makes no representation or warranty, express or implied, as to the accuracy or completeness of such information.

**Section 8. Benefit of Resolution.** This Resolution will inure to the benefit of the City and the Company. The City may, at the written request of the Company and approval of the City Counsel, assign the Company's interest, or a portion of the Company's interest, in this Resolution to another entity, and such assignee will be entitled to the benefits of this Resolution assigned and the proceedings related thereto.

**Section 9. Further Action.** The City's Bond Counsel, the City's Financial Advisor, together with the officers and employees of the City, are authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

**Section 10. Effective Date.** This Resolution shall take effect and be in full force immediately after its passage by the City Council of the City and remain in effect until December 31, 2026 unless (i) the Bonds have been issued by the City or (ii) the Company has obtained from the City a building permit for the Project and is diligently pursuing construction to completion.

**ADOPTED** by the Lenexa City Council on July 1, 2025.

**SIGNED** by the Mayor on July 1, 2025.

**CITY OF LENEXA, KANSAS**

(Seal)

\_\_\_\_\_  
Julie Sayers, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY COUNCIL  
MEMORANDUM**

**ITEM 6**

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**SUBJECT:** Consideration of a rezoning and preliminary plan known as Vantage at Lenexa for a multifamily residential development on property located at the northwest corner of Prairie Star Parkway & Monticello Road - **WITHDRAWN BY THE APPLICANT**

**CONTACT:** Stephanie Sullivan, Planning Manager

**DATE:** July 1, 2025

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**PROJECT BACKGROUND/DESCRIPTION:**

The applicant has requested that this item be withdrawn.





**CITY COUNCIL  
MEMORANDUM**

**ITEM 7**

**SUBJECT:** Resolution determining the advisability of authorizing certain municipal improvements and establishing a special benefit district to finance them and waiving the sealed bid process (Woodsonia Drive SBD)

**CONTACT:** Sean McLaughlin, City Attorney

**DATE:** July 1, 2025

**ACTION NEEDED:**

Adopt a resolution determining the advisability of authorizing certain municipal improvements, establishing a special benefit district to finance them and waiving the sealed bid process (Woodsonia Drive SBD).

**PROJECT BACKGROUND/DESCRIPTION:**

The City received a petition from the property owners of 100% of the land within the proposed special benefit district (SBD) to construct Woodsonia Drive between Prairie Star Parkway and 83rd Street, as well as related public improvements. The proposed SBD includes 152.07 acres. The proposed improvements are described in more detail in the petition and resolution, but generally include construction of Woodsonia Drive commencing at Prairie Star Parkway and extending north approximately 4,500 feet to existing Woodsonia Drive and then an additional 575-foot gap between two sections of existing Woodsonia Drive and construction of associated landscaping, stormwater facilities, and similar municipal improvements (referred to as the "Improvement").

The maximum cost of the Improvement is estimated to be \$10,077,000. In accordance with City policy for collector road SBD assessments, the City is participating in the cost of the Improvement, which will be assessed 20% to the City and 80% to the property within the SBD. The assessments will be allocated in accordance with the following lump sums which will be divided equally per square foot over the assessable area in each development site and excludes right of way, easements, parks, and other common area.

Site Name	Acres	Assessed Amount
Tract 1A	15.5000	\$971,027.56
Tract 2A	19.1500	\$248,775.66
Tract 3	12.9417	\$150,000.00
Tract 4	14.4148	\$1,464,552.03
Tract 4A	11.6996	\$1,188,686.97
Tract 5	8.3809	\$620,058.22
Tract 6	41.5045	\$682,500.00
Tract 7	28.4743	\$2,956,057.78

The term of the SBD shall be 20 years. Because this is a maximum assessment SBD, the maximum assessments will be levied before construction commences and then adjusted downward (if applicable) and certified after construction is completed. After construction of the Improvement is completed, if the cost of the Improvement is less than the estimated maximum cost of \$10,077,000.00, then the savings will accrue: 80% to the property within the SBD and 20% to the City.

A portion of the City's share of the Improvement costs will be reimbursed through excise tax generated from property within the SBD.

The petitioner will benefit from the improvement, but the improvement will also benefit other property which is not included in the SBD. In accordance with state law, the petitioner acknowledges this and agrees to be 100% responsible for the assessments on the property.

As part of the SBD approval, staff recommends the City Council waive the sealed bid process. Staff believes the City can obtain better pricing using contractors the developer may be utilizing for its private construction. However, the City retains the right to solicit and accept bids for construction of the Improvement. The City will have final approval of the contractors. Since this is a public project, the City will hold both the engineering and construction contracts. Construction is estimated to start later this year.

#### **FINANCIAL IMPLICATIONS/FUNDING SOURCES:**

The City will finance this project with 20-year special obligation bonds payable by special assessments. Once the SBD is established, a Capital Improvement Program (CIP) project is created and will be included in the 2025-2029 CIP.

#### **STAFF RECOMMENDATION:**

Adopt the resolution.

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

**Vision 2040**  
Thriving Economy

**Guiding Principles**  
Responsible Economic Development

#### **ATTACHMENTS**

1. Map
2. Resolution





## Woodsonia Drive Special Benefit District Aerial Map



0 475 950 1,900  
Feet



RESOLUTION NO. 2025 -

**A RESOLUTION DETERMINING THE ADVISABILITY OF CONSTRUCTING CERTAIN MUNICIPAL IMPROVEMENTS IN THE CITY OF LENEXA, KANSAS, AND AUTHORIZING SUCH IMPROVEMENTS IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY AND K.S.A. 12-6a01 *ET SEQ.* AND WAIVING THE SEALED BID PROCESS FOR DESIGN AND CONSTRUCTION OF SAID IMPROVEMENTS (WOODSONIA DRIVE SPECIAL BENEFIT DISTRICT)**

**WHEREAS**, K.S.A. 12-6a02 authorizes the governing body of any city to make or cause to be made municipal works or improvements which confer a special benefit upon property within a definable area of the city and to levy and collect special assessments upon property in an area deemed by the governing body to be benefited by such improvements for special benefits conferred upon such property by any such improvements or an area described in a petition submitted in accordance with K.S.A. 12-6a04 (c) and (d) and to provide for the payment of all or any part of the costs of the improvements with the proceeds of such special assessments; and

**WHEREAS**, the City of Lenexa (“**City**”) has approved a Special Benefit District Policy and Procedures setting forth the City’s guidelines in establishing a special benefit district. The policy and procedures are set out in the City’s Administrative Policies as GB05-C and AD04-B respectively (the “**SBD Policy**”); and

**WHEREAS**, a petition executed by 100% of the owners (the “**Petitioner**”) of all of the property to be assessed (the “**Land**”) within the proposed improvement district (the “**Improvement District**” or “**District**”), has been filed with the City Clerk requesting certain improvements be made in accordance with K.S.A. 12-6a01 *et seq.*; and

**WHEREAS**, in accordance with K.S.A. 12-6a04(c), the petition includes (a) a statement that the signers of the petition are the owners of 100% of the property proposed to be included in the District and (b) acknowledgements that (i) the petition is submitted



pursuant to K.S.A. 12-6a04(c), (ii) the proposed District does not include all properties which may be deemed to benefit from the proposed improvements and (iii) the signers' names may not be withdrawn from the petition by a signer after the Governing Body commences consideration of the petition or later than seven days after such filing, whichever occurs first; and

**WHEREAS**, K.S.A. 12-6a04(d) provides that upon receipt of a petition filed with the City Clerk in accordance with K.S.A. 12-6a04(c), the Governing Body of the City may (a) make findings by resolution as to (i) the advisability of the improvements requested in the petition, (ii) the nature of the improvements, (iii) the estimated cost, (iv) the boundaries of the District, (v) the method of assessment, (vi) the apportionment of cost, if any, between the District and the city-at-large, and (vii) whether the District includes all the property which may be deemed to be benefited by the proposed improvements, and (viii) the willingness of the signers of the petition to pay the costs of the proposed improvements as set forth in the petition, and (b) order the improvements without notice or public hearing; and

**WHEREAS**, the petition requests that the improvements be made without notice and hearing as required by subsection 7 of K.S.A. 12-6a04(c); and

**WHEREAS**, the Governing Body finds it necessary to make its final findings by resolution as to the advisability of the proposed improvements and finds and determines it necessary to authorize the improvements; and

**WHEREAS**, pursuant to Charter Ordinance No. 52 and Lenexa City Code Section 1-9-B-2, the Governing Body may waive the sealed bid process on public improvements when it deems it is in the best interests of the City to do so; and

**WHEREAS**, the Governing Body has determined that it is in the best interest of the City to waive the public bidding process on the design and construction of the improvements authorized herein so as to benefit from the efficiencies achieved from design and construction contractors already working on projects located in the District.

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

**SECTION 1.** The Governing Body finds and finally determines that:

(a) It is advisable to make the following improvements:

Acquisition and construction of:

- (1) a collector Drive referred to as Woodsonia Drive running from south to north along the interior of the Improvement District starting at Prairie Star Parkway and extending northerly a distance of approximately 4,500 L.F. to existing Woodsonia Drive and then an additional 575 L.F. gap between two sections of existing Woodsonia Drive. Woodsonia Drive shall be constructed at a varying width of approximately twenty-eight (28) feet to approximately fifty-

two (52') feet wide from back of curb to back of curb. The construction of Woodsonia Drive shall include the installation of concrete curbs and gutters, asphalt pavement, sidewalks, street lighting, landscaping, associated utility installation and associated appurtenances; and

- (2) approximately 1,945 L.F. of storm sewer drainage pipes and related structures (manholes, inlets, detention, etc.) related to Woodsonia Drive and associated utility installations and associated appurtenances

Collectively the foregoing shall hereafter be referred to as the “**Improvement**”.

A general depiction of the proposed Improvement is attached hereto as **Exhibit A** and incorporated herein by reference.

- (b) The maximum cost of such Improvements is \$10,077,000.00 (“**Improvements Cost**”).
- (c) The Improvement District in the City to be assessed for the cost of the Improvement consists of approximately 152.07 +/- acres and is legally described on **Exhibit B** attached hereto and incorporated herein by reference.
- (d) The Improvement District shall pay 80% of the Improvements Cost, which shall be apportioned among the owners of property within the Improvement District as described in Section (e) below. The City-at-large shall pay 20% of the Improvements Cost. If the actual total Improvements Cost is less than \$10,077,000.00, the savings will accrue proportionally to the Improvement District and the City-at-large in the following percentages:

Improvement District	80%
City-at-large	20%

- (e) The proposed method of assessment is to assess 80% of the Improvements Cost to all properties within the Improvement District, as legally described in **Exhibit C**, in the following manner:

- (1) The following chart sets forth the proposed method of assessment for \$5,105,542.22 of the Improvements Costs. The proposed allocation is set forth in the lump sum amounts below for the following properties:

TRACT	ACRES +/-	ASSESSMENT AMOUNT
1A – Real Deal Investments, LLC and DHS Properties, LLC	15.5	\$971,027.56

2A – Real Deal Investments, LLC and DHS Properties, LLC	19.15	\$248,775.66
3 - Westside Family Church, Inc.	12.9417	\$150,000.00
4 – Copper Creek Holdings I, LLC (North part of Copper Creek Apartments)	14.4148	\$1,464,552.03
4A – Copper Creek Holdings I, LLC (S. Part of Copper Creek Apartments)	11.6996	1,188,686.97
5 – Cliffs, LLC (Copper Creek Townhomes)	8.3809	\$620,058.22
6 – P&L Development, LLC (Future WCL R-1 91 Lots)	41.5045	\$682,500.00

(2) The proposed method of assessment for \$2,956,057.78 of the Improvement Costs shall be made equally per square foot for the following properties:

<b>TRACT</b>	<b>ACRES +/-</b>	<b>ASSESSMENT AMOUNT</b>
7- P&L Development LLC (Future WCL CP-2, RP-4, RP-5 parcels)	28.4743	\$2,956,057.78

The proposed assessments shall exclude those areas dedicated as public right-of-way, public parks, storm water retention or detention areas, common area to be owned by a common areas association, conservation easements, publicly owned easements or similar areas.

The proposed term of the Improvement District shall be twenty (20) years.

- (f) The Improvement District does not include all the property which may be deemed to be benefited by the proposed Improvement.
- (g) The persons or entities signing the petition are willing to pay the costs of the proposed Improvement as set forth in the petition even though all property which may be benefited by the proposed Improvement will not be assessed for the cost of the Improvement.
- (h) All properties to be assessed within the Improvement District are specially benefited by the proposed Improvement.
- (i) The persons or entities signing the petition to pay the cost of the proposed Improvement requested the Improvement be made without notice and hearing as required by subsection (1) of K.S.A. 12-6a04.

**SECTION 2.** The Improvement is authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in Section 1 of this resolution. General obligation bonds or notes are authorized to be issued in an aggregate amount not exceeding the maximum cost of the Improvements and the proceeds from such notes or bonds may be used to reimburse expenditures made by the City 60 days before and during the time after the date of this resolution in accordance with United States Treasury Regulation 1.150-2.

**SECTION 3.** The approved maximum cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The City Clerk shall prepare a proposed assessment roll for the Improvements, which shall set forth the proposed maximum assessment against each lot, tract or parcel of land within the District for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments after compliance with the notice provisions set forth in this paragraph unless said hearing is waived by 100% of the properties and entities signing the petition. Unless the public hearing is waived, the City Clerk shall publish notice of the public hearing at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

**SECTION 4.** The City hereby waives the sealed bid process for the design and construction of the Improvement authorized herein, as provided by Charter Ordinance No. 52 and Code Section 1-9-B-2, and authorizes staff to negotiate with a contractor(s) for the design and construction of the Improvement.



**SECTION 5.** This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Johnson County, Kansas.

**PASSED** by the Governing Body this 1<sup>st</sup> day of July, 2025.

**SIGNED** by the Mayor this 1<sup>st</sup> day of July, 2025.

**CITY OF LENEXA, KANSAS**

[SEAL]

By: \_\_\_\_\_  
Julie Sayers, Mayor

Attest:

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

Approved As To Form

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

## Exhibit A - Depiction of Improvement

EXHIBIT A (2 pages)  
Depiction of the Improvements

North Section:

PUBLIC IMPROVEMENT PLANS  
FOR  
**WOODSONIA DRIVE, PHASE I**  
**600' CONNECTION FROM WATERCREST LANDING**  
**TO WESTSIDE FAMILY CHURCH**  
IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS

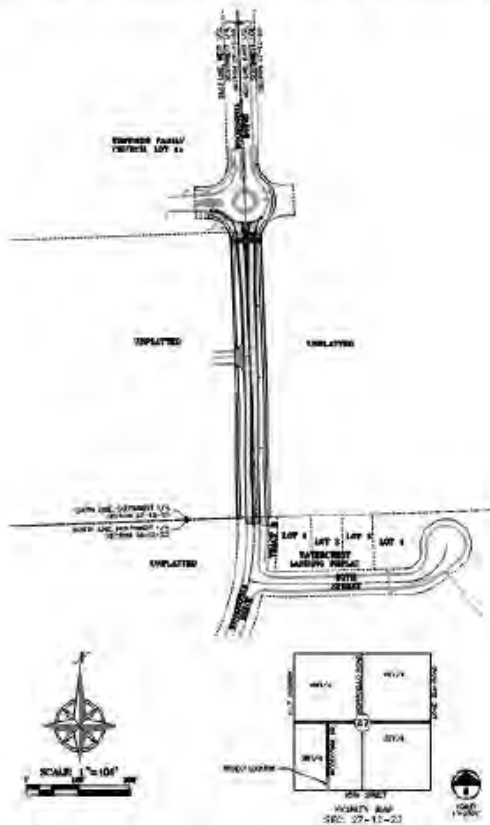


EXHIBIT A (2 pages)  
Depiction of the Improvements

South Section:

PUBLIC IMPROVEMENT PLANS  
FOR  
**WOODSONIA DRIVE, PHASE II**  
**4534' CONNECTION FROM PRIARIE STAR PARKWAY  
TO WATERCREST LANDING**  
IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS



JOHNSON COUNTY MAP  
REV: 14-12-23  
REV: 00-13-23



## **EXHIBIT B**

### **LEGAL DESCRIPTION OF THE SPECIAL BENEFIT DISTRICT**

#### **TRACT 1A:**

THIS DESCRIPTION WAS PREPARED BY PHELPS ENGINEERING, INC., KS CLS-82, ON JUNE 16, 2025, FOR PROJECT NO. 200560. ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 23 EAST, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE N 87°56'49" E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 35.00 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUING, N 87°56' 49" E, ALONG SAID NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 930.21 FEET; THENCE S 2°00'33" E, A DISTANCE OF 273.97 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF S 51°47'48" E, A RADIUS OF 275.00 FEET, AND AN ARC DISTANCE OF 134.74 FEET; THENCE S 79°52'09" E, A DISTANCE OF 110.69 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MONTICELLO ROAD, AS NOW ESTABLISHED; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MONTICELLO ROAD FOR THE FOLLOWING TWO (2) COURSES; THENCE S 28°43'47" W, A DISTANCE OF 2.35 FEET; THENCE S 10°03'19" E, A DISTANCE OF 33.41 FEET; THENCE S 75°19'04" W, A DISTANCE OF 85.49 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 226.14 FEET; THENCE S 36°24'32" W, A DISTANCE OF 105.74 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF S 36°24'34" W, A RADIUS OF 333.00 FEET, AND AN ARC DISTANCE OF 305.99 FEET; THENCE S 89°03'29" W, A DISTANCE OF 496.03 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WOODSONIA DRIVE, AS NOW ESTABLISHED; THENCE NORTH ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING SIX (6) COURSES; THENCE N 2°01'52" W, A DISTANCE OF 33.46 FEET; THENCE S 87°58'08" W, A DISTANCE OF 22.15 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF S 87°58'23" W, A RADIUS OF 44.00 FEET, AND AN ARC DISTANCE OF 69.10 FEET; THENCE N 2°02'4° W, A DISTANCE OF 514.60 FEET; THENCE N 0°15'01" E, A DISTANCE OF 124.76 FEET; THENCE N 2°02'47" W, A DISTANCE OF 10.13 FEET, TO THE POINT OF BEGINNING, CONTAINING 675,331 SQUARE FEET OR 15.5036 ACRES, MORE OR LESS.

**AND**



**TRACT 2A:**

THIS DESCRIPTION WAS PREPARED BY PHELPS ENGINEERING, INC., KS CLS-82, ON JUNE 16, 2025, FOR PROJECT NO. 200560. ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 23 EAST, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE S 88°08'18" W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 40.00 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUING, S 88°08'18" W, ALONG SAID SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 1261.68 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WOODSONIA DRIVE, AS NOW ESTABLISHED; THENCE NORTH ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID WOODSONIA DRIVE FOR THE FOLLOWING FOUR (4) COURSES; THENCE N 2°02'47" W, A DISTANCE OF 537.48 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF N 2°03'03" W, A RADIUS OF 44.00 FEET, AND AN ARC DISTANCE OF 69.13 FEET; THENCE N 87°58'08" E, A DISTANCE OF 22.11 FEET; THENCE N 2°01'52" W, A DISTANCE OF 26.54 FEET; THENCE N 89°03'29" E, A DISTANCE OF 496.03 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 305.99 FEET; THENCE N 36°24'32" E, A DISTANCE OF 105.74 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 333.00 FEET, AN ARC DISTANCE OF 226.14 FEET; THENCE N 75°19'04" E, A DISTANCE OF 85.49 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MONTICELLO ROAD, AS NOW ESTABLISHED; THENCE SOUTH ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES; THENCE S 10°03'19" E, A DISTANCE OF 124.10 FEET; THENCE S 0°17'30" E, A DISTANCE OF 33.88 FEET; THENCE S 2°05'22" E, A DISTANCE OF 383.08 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 540.00 FEET, AN ARC DISTANCE OF 188.50 FEET; THENCE S 22°05'24" E, A DISTANCE OF 53.09 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 460.00 FEET, AN ARC DISTANCE OF 160.57 FEET; THENCE S 2°04'58" E, A DISTANCE OF 16.02 FEET, TO THE POINT OF BEGINNING, CONTAINING 834,028 SQUARE FEET OR 19.1467 ACRES, MORE OR LESS.

**AND**

**TRACT 3:**

THIS DESCRIPTION WAS PREPARED BY PHELPS ENGINEERING, INC., KS CLS-82 ON APRIL 4, 2024, FOR PROJECT NO. 200560. ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 23 EAST, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE N 88°08'18" E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 177.30 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANSAS HIGHWAY NO. 7, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 3°56'36" W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID KANSAS HIGHWAY NO. 7, A DISTANCE OF 454.73 FEET TO THE SOUTHWEST PLAT CORNER OF WESTSIDE FAMILY CHURCH, LOT 1A, A PLATTED SUBDIVISION OF LAND IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS; THENCE ALONG THE SOUTHERLY PLAT LINE OF SAID WESTSIDE FAMILY CHURCH, LOT 1A, FOR THE FOLLOWING THREE (3) COURSES; THENCE N 88°08'56" E, A DISTANCE OF 624.20 FEET; THENCE N 1°51'42" W, A DISTANCE OF 97.56 FEET; THENCE N 88°08'21" E, A DISTANCE OF 512.49 FEET TO THE SOUTHEAST PLAT CORNER OF SAID WESTSIDE FAMILY CHURCH, LOT 1A, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF WOODSONIA DRIVE, AS ESTABLISHED BY DEED OF DEDICATION RECORDED IN BOOK 202301 AT PAGE 002805 AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, JOHNSON COUNTY, KANSAS; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID WOODSONIA DRIVE, FOR THE FOLLOWING SIX (6) COURSES; THENCE SOUTHERLY ON A CURVE TO THE RIGHT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF S 21°06'32" E AND A RADIUS OF 44.00 FEET, AN ARC DISTANCE OF 14.00 FEET; THENCE S 2°02'42" E, A DISTANCE OF 318.32 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 13.59 FEET; THENCE S 0°23'14" W, A DISTANCE OF 100.09 FEET; THENCE S 0°46'20" E, A DISTANCE OF 15.38 FEET; THENCE S 1°55'53" E, A DISTANCE OF 90.86 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE S 88°08'18" W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 1119.29 FEET, TO THE POINT OF BEGINNING, CONTAINING 563,739 SQ FEET, OR 12.9417 ACRES, MORE OR LESS.

**AND**

**TRACT 4:**

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 23 EAST, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED BY PHELPS ENGINEERING, INC., ON MARCH 13, 2025, FOR PROJECT 200560, AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N 88°08'18" E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 177.30 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF K-7 HIGHWAY, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, N 88°08'18" E, A DISTANCE OF 1119.29 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WOODSONIA DRIVE, AS NOW ESTABLISHED; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID WOODSONIA DRIVE FOR THE FOLLOWING FOUR (4) COURSES; THENCE S 1°55'53" E, A DISTANCE OF 14.06 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 287.97 FEET; THENCE S 33°10'25" W, A DISTANCE OF 302.14 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 430.00 FEET, AN ARC DISTANCE OF 208.46 FEET; THENCE S 87°58'28" W, A DISTANCE OF 118.83 FEET; THENCE N 2°01'32" W, A DISTANCE OF 111.24 FEET; THENCE S 87°58'28" W, A DISTANCE 663.95 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID K-7 HIGHWAY, AS NOW ESTABLISHED; THENCE N 2°09'10" W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID K-7 HIGHWAY, A DISTANCE OF 615.37 FEET, TO THE POINT OF BEGINNING, CONTAINING 627,910 SQUARE FEET OR 14.4148 ACRES, MORE OR LESS, OF UNPLATTED LAND.

**AND**

**TRACT 4A:**

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 23 EAST, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED BY PHELPS ENGINEERING, INC., ON MARCH 13, 2025, FOR PROJECT 200560, AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N 88°08'18" E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 177.30 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF K-7 HIGHWAY, AS NOW ESTABLISHED; THENCE S 2°09'09" E, ALONG THE SAID EAST RIGHT-OF-LINE, A DISTANCE 615.37 FEET, TO THE POINT OF BEGINNING; THENCE N 87°58'28" E, A DISTANCE OF 663.95 FEET, THENCE S 2°01'32" E, A DISTANCE OF 111.24 FEET; THENCE N 87°58'28" E, A DISTANCE OF 118.83 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WOODSONIA DRIVE, AS NOW ESTABLISHED; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID WOODSONIA DRIVE FOR THE FOLLOWING TWO (2) COURSES; THENCE SOUTHERLY ON A CURVE TO THE LEFT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF S

5°23'51" W AND HAVING A RADIUS OF 430.00 FEET, AN ARC DISTANCE OF 55.71 FEET; THENCE S 2°01'32" E, A DISTANCE OF 513.78 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34 THENCE S 87°58'38" W, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID NORTHWEST QUARTER, OF SAID SECTION 34, A DISTANCE OF 662.49 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID K-7 HIGHWAY, AS NOW ESTABLISHED; THENCE NORTH ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID K-7 HIGHWAY FOR THE FOLLOWING FIVE {5} COURSES; THENCE N 2°30'12" W, A DISTANCE OF 26.39 FEET; THENCE S 87°58'38" W, A DISTANCE OF 105.00 FEET; THENCE N 2°09'10" W, A DISTANCE OF 333.00 FEET; THENCE N 5°01'10" W, A DISTANCE OF 200.30 FEET; THENCE N 2°09'10" W, A DISTANCE OF 121.13 FEET, TO THE POINT OF BEGINNING, CONTAINING 509,636 SQUARE FEET OR 11.6996 ACRES, MORE OR LESS, OF UNPLATTED LAND.

**AND**

**TRACT 5:**

THIS DESCRIPTION WAS PREPARED BY PHELPS ENGINEERING, INC., KS CLS-82 ON MARCH 14, 2024, FOR PROJECT NO. 200560. ALL THAT PART OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 23 EAST, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE S 2°10'10" E, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1296.41 FEET TO THE NORTHWEST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N 87°58'38" E, ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 292.10 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF KANSAS HIGHWAY NO. 7, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N 87°58'38" E, ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 662.49 FEET TO A POINT ON WESTERLY RIGHT-OF-WAY LINE OF WOODSONIA DRIVE, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE SOUTHWEST PLAT CORNER OF WATERCREST LANDING REPLAT, A PLATTED SUBDIVISION OF LAND IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS; THENCE S 2°01'32" E, A DISTANCE OF 120.74 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 256.51 FEET; THENCE S 27°22'47" W, A DISTANCE OF 87.21 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 365.00 FEET, AN ARC DISTANCE OF 56.82 FEET; THENCE S 87°58'39" W, A DISTANCE OF 655.75



FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID KANSAS HIGHWAY NO. 7; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID KANSAS HIGHWAY NO. 7, FOR THE FOLLOWING FOUR (4) COURSES; THENCE N 2°12'09" W, A DISTANCE OF 254.80 FEET; THENCE N 3°31'35" E, A DISTANCE OF 209.86 FEET; THENCE N 87°58'38" E, A DISTANCE OF 105.00 FEET; THENCE N 2°11'08" W, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 365,070 SQ FEET, OR 8.3808 ACRES, MORE OR LESS, OF UNPLATTED LAND.

**AND**

**TRACT 6:**

THIS DESCRIPTION WAS PREPARED BY PHELPS ENGINEERING, INC., KS CLS-82 ON MARCH 14, 2024, FOR PROJECT NO. 200560. ALL THAT PART OF WEST ONE-HALF OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 23 EAST, IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N 87°48'47" E, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 612.10 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING N 87°48'47" E, ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 252.08 FEET THENCE N 7°53'06" W, A DISTANCE OF 670.29 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF N 2°33'13" W AND A RADIUS OF 365.00 FEET, AN ARC DISTANCE OF 193.41 FEET; THENCE N 27°22'47" E, A DISTANCE OF 87.21 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 256.61 FEET; THENCE N 2°01'32" W, A DISTANCE OF 120.74 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N 87°58'38" E, ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 60.00 FEET, TO THE NORTHWEST PLAT CORNER OF WATERCREST LANDING, SIXTH PLAT, A PLATTED SUBDIVISION OF LAND IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS; THENCE ALONG THE WESTERLY PLAT LINE OF SAID WATERCREST LANDING, SIXTH PLAT, FOR THE FOLLOWING THREE (3) COURSES; THENCE S 2°01'32" E, A DISTANCE OF 190.91 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 365.00 FEET, AN ARC DISTANCE OF 144.94 FEET; THENCE S 20°43'33" W, A DISTANCE OF 247.96 FEET, TO A POINT ON WESTERLY PLAT LINE OF WATERCREST LANDING, THIRD PLAT, A PLATTED SUBDIVISION OF LAND IN THE CITY OF LENEXA, JOHNSON COUNTY, KANSAS; THENCE SOUTHERLY ALONG THE WESTERLY PLAT LINE OF SAID WATERCREST LANDING, THIRD PLAT AND ON A

CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 305.00 FEET, AN ARC DISTANCE OF 99.75 FEET, TO THE WEST MOST PLAT CORNER OF SAID WATERCREST LANDING, THIRD PLAT; THENCE ALONG THE SOUTHERLY PLAT LINE OF SAID WATERCREST LANDING, THIRD PLAT, FOR THE FOLLOWING TWENTY-SIX (26) COURSES; THENCE S 88°00'49" E. A DISTANCE OF 72.50 FEET; THENCE S 64°35'57" E, A DISTANCE OF 104.15 FEET; THENCE S 51°53'13" E, A DISTANCE OF 119.94 FEET; THENCE S 39°08'26" E, A DISTANCE OF 65.31 FEET; THENCE S 27°57'08" E, A DISTANCE OF 54.42 FEET; THENCE S 20°29'00" E, A DISTANCE OF 36.68 FEET; THENCE S 15°34'27" E, A DISTANCE OF 32.90 FEET; THENCE S 30°46'12" E. A DISTANCE OF 83.41 FEET; THENCE S 3°02'15" E, A DISTANCE OF 216.28 FEET; THENCE N 75°26'10" E. A DISTANCE OF 212.83 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 400.00 FEET, AN ARC DISTANCE OF 253.65 FEET; THENCE N 39°06'13" E, A DISTANCE OF 185.75 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 375.00 FEET, AN ARC DISTANCE OF 125.64 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FREEDOM STREET, AS NOW ESTABLISHED; THENCE S 70°05'34" E. A DISTANCE OF 50.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FREEDOM STREET; THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FREEDOM STREET AND ON A CURVE TO THE LEFT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF N 19°54'26" E AND A RADIUS OF 425.00 FEET, AN ARC DISTANCE OF 11.81 FEET, TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID FREEDOM STREET AND SOUTHERLY RIGHT-OF-WAY LINE OF W. 90TH TERRACE, AS NOW ESTABLISHED; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID W. 90TH TERRACE, FOR THE FOLLOWING THREE (3) COURSES; THENCE EASTERLY ON A CURVE TO THE LEFT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF S 78°10'49" E AND A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 26.56 FEET; THENCE S 84°47'49" E, A DISTANCE OF 46.61 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 111.00 FEET, AN ARC DISTANCE OF 222 FEET; THENCE S 5°12'11" W, A DISTANCE OF 156.92 FEET; THENCE S 27°25'55" W, A DISTANCE OF 250.88 FEET; THENCE S 6°57'52" E, A DISTANCE OF 200.15 FEET; THENCE S 29°47'04" E, A DISTANCE OF 167.76 FEET; THENCE S 38°06'09" E, A DISTANCE OF 87.53 FEET; THENCE S 47°18'25" E, A DISTANCE OF 97.31 FEET; THENCE S 63°28'30" E, A DISTANCE OF 97.31 FEET; THENCE S 74°29'10" E, A DISTANCE OF 202.58 FEET; THENCE S 48°35'10" W, A DISTANCE OF 223.05 FEET; THENCE S 62°37'37" E, A DISTANCE OF 162.28 FEET; THENCE S 54°14'36" W, A DISTANCE OF 273.81 FEET; THENCE S 58°49'16" W, A DISTANCE OF 246.19 FEET; THENCE S 8°53'07" W, A DISTANCE OF 143.09 FEET; THENCE S 35°23'59" W, A DISTANCE OF 218.54 FEET; THENCE S 45°25'38" W, A DISTANCE OF 26.75 FEET; THENCE N 18°44'40" W, A DISTANCE OF 8.58 FEET; THENCE N 82°43'42" W, A DISTANCE OF 161.28 FEET; THENCE N 35°19'49" W, A DISTANCE OF 127.87 FEET; THENCE N 71°04'06" W, A DISTANCE OF 155.22 FEET;

THENCE N 62°08'20" W, A DISTANCE OF 453.59 FEET; THENCE N 41°22'22" W, A DISTANCE OF 117.99 FEET; THENCE N 25°26'24" W, A DISTANCE OF 199.26 FEET; THENCE N 62°35'14" W, A DISTANCE OF 32.48 FEET; THENCE S 87°30'18" W, A DISTANCE OF 114.58 FEET; THENCE N 2°07'52" W, A DISTANCE OF 631.10 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,923,993 SQ FEET, OR 44.1688 ACRES, MORE OR LESS.

**AND**

**TRACT 7:**

THIS DESCRIPTION WAS PREPARED BY PHELPS ENGINEERING, INC., KS CLS-82 ON MARCH 13, 2024, FOR PROJECT NO. 200560. ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 23 EAST, IN THE CITY OF LENEXA. JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE N 87°57'49" E, ALONG THE SOUTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1041.65 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF KANSAS HIGHWAY NO. 7, AS NOW ESTABLISHED; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID KANSAS HIGHWAY NO. 7, FOR THE FOLLOWING SEVEN (7) COURSES; THENCE N 2°06'52" W, A DISTANCE OF 40.33 FEET; THENCE N 59°32'35" W, A DISTANCE OF 485.09 FEET; THENCE N 21°03'02" W, A DISTANCE OF 184.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 21°03'02" W, A DISTANCE OF 163.94 FEET; THENCE N 28°21'02" W, A DISTANCE OF 587.52 FEET; THENCE S 89°36'58" W, A DISTANCE OF 15.00 FEET; THENCE N 2°12'26" W, A DISTANCE OF 808.63 FEET; THENCE N 87°48'47" E, A DISTANCE OF 401.92 FEET; THENCE N 2°07'52" W, A DISTANCE OF 71.70 FEET; THENCE N 87°30'18" E, A DISTANCE OF 114.58 FEET; THENCE S 62°35'14" E, A DISTANCE OF 32.48 FEET; THENCE S 25°26'24" E, A DISTANCE OF 199.26 FEET; THENCE S 41°22'22" E, A DISTANCE OF 117.99 FEET; THENCE S 62°08'20" E, A DISTANCE OF 453.59 FEET; THENCE S 71°04'06" E, A DISTANCE OF 155.22 FEET; THENCE S 35°19'49" E, A DISTANCE OF 127.87 FEET; THENCE S 82°43'42" E, A DISTANCE OF 161.28 FEET; THENCE S 18°44'40" E, A DISTANCE OF 8.58 FEET; THENCE S 45°25'38" W, A DISTANCE OF 226.94 FEET; THENCE S 8°30'34" W, A DISTANCE OF 189.59 FEET; THENCE S 73°15'40" W, A DISTANCE OF 251.73 FEET; THENCE S 26°08'50" A DISTANCE OF 70.22 FEET; THENCE S 46°30'00" E, A DISTANCE OF 135.22 FEET; THENCE N 87°17'48" W, A DISTANCE OF 262.80 FEET; THENCE S 49°56'54" W, A DISTANCE OF 411.95 FEET; THENCE S 69°00'36" W, A DISTANCE OF 176.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1,329,547 SQ FEET, OR 30.5222 ACRES, MORE OR LESS.

# APPENDIX





**MINUTES OF THE  
JUNE 17, 2025  
LENEXA CITY COUNCIL MEETING  
COMMUNITY FORUM, 17101 W 87<sup>th</sup> STREET PARKWAY  
LENEXA, KS 66219**

**CALL TO ORDER**

Mayor Sayers called the meeting to order at 7 PM.

**ROLL CALL**

Councilmembers Handley, Eiterich, Nicks, Williamson, Denny, and Herron were present with Mayor Sayers presiding. Councilmembers Charlton and Arroyo were absent.

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 Denny made a motion to approve the June 3, 2025 City Council meeting draft minutes and Councilmember Williamson seconded the motion. Motion passed unanimously.*

**MODIFICATION OF AGENDA**

There were no modifications to the agenda.

**APPOINTMENTS**

Courtney Eiterich, Council President - July 1, 2025 through December 31, 2025

Mayor Sayers said that Councilmember Eiterich would serve as Council President from July 1<sup>st</sup> through December 31<sup>st</sup>. She thanked Councilmember Denny for serving as the Council President for the past six months.

**CONSENT AGENDA**

1. Acceptance of a drainage easement as shown on White Oak Estates, Second Plat *White Oak Estates, Second Plat is a replat of a single-family subdivision on 2.43 acres located near the northeast corner of 79th Street & Cottonwood Street. A drainage easement is being dedicated as part of this final plat.*
2. Acceptance of right-of-way as shown on Retail Old Town Lenexa Final Plat *Retail Old Town Lenexa is a 5,200-square-foot multitenant commercial building on 0.28 acres at the midblock of Pflumm Road between Santa Fe Trail Drive and 92nd Street. There is an existing drainage easement on the southwest corner. Alley right-*

*of-way on the south side of the site is being dedicated to the City as part of this final plat.*

3. Approval of an agreement with Black & Veatch to create an adaptive Stormwater Master Plan dashboard  
*The new Stormwater Master Plan is a dynamic database comprised of a series of dashboards that will be regularly updated, providing valuable information for decision-making on flood control, green infrastructure, infrastructure replacement, stream health, and other critical areas. Black & Veatch will develop the first dashboard for \$74,445.*
4. Approval of Addendum Five to the Employment Agreement with the City Manager  
*The proposed amendment extends the City Manager's employment agreement for one additional year and revises the compensation terms.*
5. Approval of a final plan for Lenexa City Center North Village Townhomes located at the northeast corner of Winchester Street & Penrose Lane in the CC, Planned City Center District  
*The applicant proposes a multifamily development in City Center, which consists of 61 townhomes in 10 buildings.*
6. Resolution authorizing the issuance of up to \$9 million in industrial revenue bonds to finance the costs of acquiring, constructing, and equipping multiple buildings and facilities for a restaurant/retail project (Vista Village Project)  
*In December 2024, the City approved a resolution authorizing the issuance of up to \$9 million in industrial revenue bonds (IRBs) to finance a portion of the Vista Village mixed-use project at the southeast corner of Prairie Star Parkway & Ridgeview Road. The developer desires the previous IRB authorization be assigned to Jayhawk Ridge, LLC.*

### **END OF CONSENT AGENDA**

*Councilmember Eiterich made a motion to approve items 1 through 6 on the consent agenda and Councilmember Nicks seconded the motion. Motion passed unanimously.*

### **BOARD RECOMMENDATIONS**

7. Ordinance approving a five-year special use permit for a dental office use known as Stay Smiling Orthodontics located at 8706 Bourgade Avenue in the NP-O, Planned Neighborhood Office District  
*The applicant is requesting approval of a special use permit for a medical or dental clinic use located at 8706 Bourgade Avenue in the NP-O, Planned Neighborhood Office District.*

Stephanie Sullivan, Planning Manager, said this application is an SUP for Stay Smiling Ortho at 8706 Bourgade Avenue. She presented a location map followed by a site map reflecting the surrounding properties.

Ms. Sullivan presented the zoning and future land use maps and said the property is

zoned NP-O and is designated as office/employment center. She said this tenant would occupy 2,200 square feet in the building as an orthodontic office, which is considered as a dental use. She said staff believes this use is compatible with the zoning and future land use. She added that there are other SUPs for dental in this building, as well as another office.

Ms. Sullivan displayed the 13 criteria that staff reviewed and said the details are contained in the Planning Commission report in the packet. She reviewed two of those criteria regarding potential detrimental effect on nearby property and traffic impacts, saying staff is not aware of any complaints for this use in the building and found the site has adequate access and parking. She presented the site parking table and said there is one more parking space than code requires.

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

The applicant was present and had nothing to add.

*Councilmember Handley made a motion to approve Item 7 and Councilmember Denny seconded the motion. Motion passed unanimously.*

8. Ordinance approving a five-year special use permit for a church/place of worship use for The Chapel KC located at 11221 Strang Line Road in the BP-1, Planned Business Park District

*The applicant proposes to operate a church or place of worship use within the BP-1, Planned Business Park Zoning District at 11221 Strang Line Road, which requires a special use permit.*

Ms. Sullivan said this application is for an SUP for The Chapel KC at 11221 Strang Line Road. She presented a location map followed by a site map reflecting the surrounding properties. She displayed site photos and pointed out that the space was previously occupied by a different church.

Ms. Sullivan presented the zoning and future land use maps and said the property is zoned BP-1 and designated as Business Park. She said that churches tend to do well in these areas because of the differences in hours of operation from other tenants.

Ms. Sullivan displayed the 13 criteria that staff reviewed and said the details are contained in the Planning Commission report in the packet. She reviewed two of the criteria regarding potential detrimental effect on nearby property and traffic impacts, saying staff was not aware of any complaints with the previous church and past operations have not been an issue and found the site has adequate parking.

Ms. Sullivan said the tenant would occupy 6,383 square feet and have between 125-150 people in attendance with 250 seats available. She said services would be between 8 AM - 1 PM and 6 PM – 9 PM, which would have minimal conflict with other tenants. She said the location has two more than the required number of parking spaces.

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

*Councilmember Denny made a motion to approve Item 8 and Councilmember Williamson seconded the motion. Motion passed unanimously.*

9. Consideration of a rezoning, concept plan, and preliminary plan known as Solera for a retail, multifamily, and duplex residential development on property located at the southeast corner of Prairie Star Parkway & K-7 Highway
  - a. Ordinance rezoning property from AG, Agricultural and CP-3, Planned Regional Commercial Districts to the RP-4, Residential Planned (High-Density) and the RP-2, Residential Planned (Intermediate-Density) Districts
  - b. Approval of companion concept and preliminary plans for the Solera development  
*The applicant requests approval to rezone property to allow multifamily and duplex development, as well as approval of a companion preliminary plan for an apartment, townhome, and duplex development and a concept plan for a retail component of the Solera development. The companion concept and preliminary plans contain 116,052 square feet of retail floor area and 506 dwelling units on 75 acres.*

Ms. Sullivan said that the Solera development application includes a rezoning, along with companion concept and preliminary plans for a development at the southeast corner of K-7 Highway. She presented a location map followed by a site map, which reflected the 75-acre site and its surrounding properties.

Ms. Sullivan presented the zoning and future land use maps and said the property is zoned CP-3 and AG, with a designated use of community commercial, medium-density residential, and high-density residential. She then presented maps reflecting the current and proposed zoning for comparison, saying about 20 acres of CP-3 would remain on the north side of the site for a commercial component.

Ms. Sullivan pointed out the project components on the site plan and said a potential grocery and some retail would go in the commercial area and the residential component would have RP-2 townhomes in the southeast corner and RP-4 apartments in the southwest corner. She noted that this development is similar, although smaller, to Sonoma Plaza at 87<sup>th</sup> Street Parkway & Maurer Road and discussed those similarities.

The density table Ms. Sullivan presented reflected the dwelling units per acre (dua) for each residential component with the apartments at 15.87, the townhomes at 5.9, and the duplexes at 4.32, which are all within code.

Ms. Sullivan said there are street improvements associated with the project that include a key extension of Woodsonia Drive south of Prairie Star Parkway to serve as a primary access point for the development. She said a new east-west arterial road is also planned—initially as a temporary road—with a future alignment connecting to 101st Street via an eventual overpass over K-7 Highway. Until the overpass is built, she said a temporary connection will utilize a segment of Monticello Terrace to maintain emergency access. She added that the outer portion of Monticello Terrace



will be removed due to conflict with the planned commercial area and access to businesses like Smiley's will shift to the new Woodsonia Drive or Monticello Road. She noted that the proposed street alignments align with the city's comprehensive transportation plan.

Ms. Sullivan presented renderings of the buildings, saying they are preliminary so there could still be some minor changes made. She said the apartments would be three-stories tall and there development would have a cohesive design throughout.

The applicant has requested deviations and Ms. Sullivan explained each in detail. She said the first would be for the lot-width on 23 of the 42 lots. The second would be for freeway setback, similar to other projects along K-10 or K-7 Highways. The last being the building height of the apartments. She noted the applicant is requesting the building height deviation in lieu of requesting RP-5 zoning, which would allow the taller buildings, but also increase density.

Ms. Sullivan displayed the 13 criteria that staff reviewed and said the details are contained in the Planning Commission report in the packet. She talked about the development's conformance with the Comprehensive Plan and the transportation plan, saying staff believes this project fits well.

There was a public hearing held at the Planning Commission meeting and Ms. Sullivan said that no one from the public spoke. She said both staff and the Planning Commission recommend approval of all the components.

Councilmember Handley asked for clarification on the distance between the closest apartment building and the through lanes of K-7 Highway. Ms. Sullivan said that measures 190 feet.

Councilmember Eiterich asked about the KDOT-owned frontage road and the impacts to the project if the road is removed. Ms. Sullivan pointed out the part of the road that is City-owned and the part that is KDOT-owned.

Tim Green, City Engineer, said it would most likely be up to the City to keep and maintain the frontage road because it currently does and KDOT has no interest in it. He pointed out that the City's future street layout eventually removes the frontage road.

Councilmember Eiterich expressed concern with the frontage road being removed and all traffic being routed through this development to get to the commercial areas to the south. Mr. Green said that the road would not likely be removed until Monticello Road is improved and 101<sup>st</sup> Street is constructed.

Councilmember Herron asked who would be responsible for constructing Woodsonia Drive and the overpass at 101<sup>st</sup> Street. Mr. Green said the developer would be responsible for Woodsonia Drive. He added that construction of the overpass at 101<sup>st</sup> Street is still to be determined.

Councilmember Herron asked if the proposed layout of the commercial area is how it

will be. Ms. Sullivan said the alignment of Woodsonia Drive would not change, but the developer could still change the layout in commercial component because this is only a concept plan.

Councilmember Nicks asked about connections to trails and Mr. McCullough, Community Development Director, said there would be two, one out of each pod. Councilmember Nicks commented he would like to see more. He also asked if there were trees being preserved along the eastern portion of the development and Ms. Sullivan said there are areas of tree preservation where it borders City property.

Councilmember Nicks asked about the height deviation and Ms. Sullivan clarified that RP-5 zoning would allow for taller buildings but also permit greater density; to balance this, staff has generally compromised by using RP-4 zoning, capping density at 16 du/a, while allowing limited height deviations to still accommodate three-story buildings within that density cap.

Councilmember Nicks asked about the width of Woodsonia Drive. Mr. Green said that the roadway is generally two lanes throughout, with some additional turn lanes and at the intersection, it would expand to four lanes—left, through, and right—plus one southbound lane, and will eventually be signalized. He said the street is expected to function similarly to Lackman Road, with no driveways accessing directly onto Woodsonia Drive.

Councilmember Nicks asked if the residential component of the development would be built first and Kevin Tubbesing, applicant, said the roads would be first, followed by the residential, a grocer, and then the retail. He added that the commercial component is conceptual because they need to know who the grocer will be and determine the size of that building before finalizing the rest of that plan.

Mr. Tubbesing talked about the existing frontage road, saying the entire frontage road along the north side will be eliminated as part of the development and although 40 feet of right-of-way will remain, it will be grass, not a roadway, due to KDOT's policy of not abandoning right-of-way. Mr. McCullough confirmed that the frontage road will be removed during the first phase of development, at the applicant's expense, because it will no longer serve a functional purpose once the new connections are in place.

Mr. Tubbesing added that they are making \$8 million in public improvements to the property.

Councilmember Herron asked about the price-points of the residential units, as the documents suggested. Mr. Tubbesing said they would be market rate, but pricing has not been determined yet; the different sizes would allow people to select from options and pricing.

Councilmember Handley inquired about parking and said he is concerned that it is overparked. Mr. Tubbesing said parking numbers were determined by staff. Ms. Sullivan said the preliminary plan analysis reviewed the parking and staff would continue to review parking through the final plan. Councilmember Handley said he does not love overparking and would prefer more greenspace if possible. He added

that the deviations are routine and he prefers the height deviation over the higher density zoning. He thanked staff for providing the comparison to Sonoma Plaza and the developer for the massing plans.

Councilmember Eiterich talked about her discomfort with having a residential development in between two commercial developments at the intersection of two major highways and asked why this is not being fully developed commercially considering the already approved residential in the area. Mr. Tubbesing and staff clarified that the proposed zoning and land use align with the adopted Comprehensive Plan—placing commercial to the north, high-density residential to the west, and medium-density to the east.

Councilmember Nicks said he is in opposition to rezoning land for additional apartments; Lenexa already has a high proportion of rental units—potentially approaching or exceeding 50%. He asked if any of the proposed duplexes or townhomes would be for sale, and Mr. Tubbesing confirmed they would all be rentals, noting that an all-rental model ensures consistent quality and maintenance, which cannot be guaranteed with mixed ownership. Mr. Tubbesing emphasized that the proposal aligns with Lenexa's adopted Future Land Use plan and long-standing planning practices, including avoiding single-family housing along highways. He feels the project is consistent with the City's development guidelines.

Councilmember Williamson expressed appreciation for clarification on the commercial components of the project, having initially believed that commercial space was being reduced. She also asked if greenspace would be preserved between the buildings as shown in the renderings. Mr. Tubbesing confirmed that a green belt would be maintained, including buffers around the site, and added they had held a successful neighborhood meeting with positive feedback. Councilmember Williamson said she supported the decision to allow a height deviation to avoid increasing density to RP-5.

Councilmember Herron asked if the developer has experience managing this type of development and Mr. Tubbesing said they had more than 20 years of experience with properties across the country.

Councilmember Denny said he supports the proposed project, reflecting on earlier plans from over 20 years ago when the area was expected to be developed with a big box store like Lowe's or Walmart. He said that the recession shifted those plans, which led to this more suitable development. He said he liked layout of the project—transitioning from apartments to duplexes and townhomes—as a logical density progression and an appropriate use of land adjacent to the highway. He added that the project fills a long-standing development gap.

Councilmember Eiterich talked about her concerns about the layout of the proposed development, specifically the transition of driving through commercial areas to reach residential, then returning to another commercial zone. She acknowledged that the second commercial area, labeled as “business park,” is conceptually different—intended more for office and corporate use, similar to areas like Pflumm Road or Lackman Road. Although this layout reflects sound planning principles by using higher-density residential as a buffer between retail and office uses, she said it is

unknown whether a business park would actually develop on the currently AG-zoned land to the south, despite its designation on the future land use map. She noted the uncertainty surrounding future development and expressed a preference for keeping the original frontage road to route traffic around the residential area. She added that the success of the project hinges on completion of surrounding infrastructure like 101st Street and Monticello Road.

Mr. McCullough provided a broader perspective on how the land use plan for the area evolved through the Comprehensive Plan process. He said that, as Councilmember Denny mentioned, it was originally designated for large-scale community commercial development, but that no longer aligns with current market trends. He said that several years ago, the City engaged with the previous property owner to explore updated development possibilities that would still retain key community values. One of the primary goals was to preserve enough commercial space to accommodate a future grocery store, recognizing the growing need in the area.

Mr. McCullough talked about the importance of coordinating land use with transportation infrastructure, saying the site is at the junction of two state highways, including an arterial road and collector street (Woodsonia Drive), and lies near planned interchanges at Lone Elm Road and Clare Road. Given these transportation and market realities, the City intentionally avoided placing single-family housing in this highway-adjacent area and instead supported a negotiated mix of commercial, medium-density, and high-density residential uses. He noted this land use pattern reflects a strategic response to changing market conditions, transportation planning, and community goals.

Councilmember Eiterich acknowledged the need for more housing due to current shortages and expressed appreciation for the mixed residential options proposed. However, she said she preferred an even lower density—such as RP-2 or RP-3 zoning—rather than the higher-density mix being proposed.

Mr. Tubbesing answered that the property owner would not sell for development of lower density, also saying that the proposal follows the Comprehensive Plan and Future Land Use map. He said there has already been significant financial investment in pre-development planning, including traffic studies, as requested by the City.

Councilmember Eiterich said she liked project's aesthetics and its alignment with the Comprehensive Plan. She is concerned about adding 500 new units to the corridor without supporting arterial road infrastructure in place, and the potential for cut-through traffic. Despite these concerns, she said she could make a decision and was mostly working through the transportation and commercial land use implications.

Councilmember Nicks asked if the business park could be a Planned-Unit Development (PUD). Mr. McCullough said that it could be, but not residential in nature, although apartments could be included in a PUD depending on the plan.

Councilmember Nicks reflected on the role of mixed-use and higher-density developments, citing Sonoma Plaza as a successful example of where apartment density supports commercial viability. He asked if the proposed apartments had



previously been included in the City's Future Land Use Map and Mr. McCullough said that this area was not originally designated for multifamily use but was later added as high-density residential based on evolving market demand. He added that multifamily housing remains in high demand locally and nationally, and Lenexa now has a limited number of designated multifamily sites; the density also supports the financial feasibility of necessary infrastructure improvements for collector and arterial roads.

Councilmember Nicks acknowledged the earlier comments about considering even lower-density options like CP-2 or RP-2 but noted that financial constraints and city policy—such as avoiding single-family uses adjacent to highways—limit those possibilities. He questioned whether that tradition could be revisited in some areas, such as north of 95th Street & Prairie Star Parkway, where RP-2 zoning appears to function well.

Mayor Sayers said she is in support of the proposed development, saying that it aligns with Lenexa's Comprehensive Plan and Future Land Use Map, which were developed over two years with professional input. She liked the plan's design—transitioning from high-density to lower-density residential near a key highway intersection—saying it is creating a neighborhood node that fits within the broader development context and helps address regional infrastructure needs. She added that the project helps fund road infrastructure not currently included in the City's CIP and meets planning goals from Vision 2040, including logical density transitions.

Councilmember Eiterich said she could support it, although she is concerned about traffic impacts, future road capacity, and the layout of commercial parking areas. She asked that particular attention be given to avoiding problematic right-in/right-out traffic configurations and ensuring smoother access than Sonoma Plaza.

*Councilmember Denny made a motion to approve Item 9a and Councilmember Handley seconded the motion. Motion passed 5-1 with Councilmember Nicks voting against.*

*Councilmember Handley made a motion to approve Item 9b and Councilmember Denny seconded the motion. Motion passed 5-1 with Councilmember Nicks voting against.*

## **NEW BUSINESS**

10. Consideration of an amendment to the 2025-2029 Capital Improvement Program and an amendment to the construction contract for the construction and relocation of the Lenexa LiveWell Employee Health Clinic Project
  - a. Resolution amending the 2025-2029 Capital Improvement Program to increase the budget for construction and relocation of the Lenexa LiveWell Employee Health Clinic ("LiveWell")
  - b. Approval of Amendment No. 1 to the construction contract with Newkirk Novak Construction Partners, Inc. for the construction and relocation of LiveWell

*Staff proposes amending the 2025-2029 Capital Improvement Program to increase the Lenexa LiveWell Employee Health Clinic Project allocation to \$1.9 million to cover the full design and construction costs and provide for contingencies.*

Todd Pelham, Deputy City Manager, provided an update on the LiveWell Employee Health Clinic ("LiveWell") relocation project, which is the first phase of a two-phase initiative that also includes future planning for Fire Station 6. He said LiveWell will move to the second floor of the current City Hall, in space formerly leased by Park University. The contracts for the project were previously approved with Finkle Williams Architects and Newkirk Novak Construction.

Mr. Pelham said LiveWell has been serving City employees and their dependents since 2010, and provides primary care, physical therapy, and behavioral health services. It is currently operated by Marathon Health, the City's provider since 2023. He said the relocation is intended to improve efficiency and accessibility for employees.

Mr. Pelham reviewed the project timeline, which began in November 2024 with design engagement involving Marathon staff. He said construction documents were completed in 2025 and handed off to Newkirk Novak, who managed the bidding process.

Mr. Pelham said the total project budget is \$1.9 million, an increase from the original \$1.6 million approved in the Capital Improvement Program (CIP), with the contract amount to Newkirk Novak at \$1.348 million. The remaining funds cover design fees, audio/visual, furniture, and a 7% contingency (\$96,000). Any unused contingency may be applied to the Fire Station No. 6 project, he noted.

Jim Snyder, Newkirk Novak, explained the bid process, reviewed the construction schedules, and logistics. He said they will be using an insulated panel system to minimize noise and dust. They plan for construction will begin in July and anticipate finishing in December.

Mr. Pelham presented the floor plan and some renderings.

Councilmember Nicks asked if all bidders were pre-qualified. Mr. Pelham explained that Newkirk Novak uses an internal qualification process. Mr. Snyder talked about the Lockton score that is used in the process.

Councilmember Denny asked if the small conference room would be taking away the art wall on that floor. Mr. Pelham said it would be, and because there will be a health clinic there, they do not want to draw the public into that area. He added that this will be a better use of the space.

Councilmember Eiterich asked for more information about the Lockton score and Mr. Snyder explained further, saying they also use additional methods like a questionnaire.

Mayor Sayers asked about plans for exterior storage and trash during construction and Mr. Pelham said the staging and trash would be located in the dock area.

Mayor Sayers asked if there was any design consideration for privacy and HIPPA and Mr. Pelham said they will use materials for reducing noise transfer and security for privacy, especially in the behavioral health offices.

Councilmember Denny asked about the two offices on the floor plan at the far end. Mr. Pelham explained that it is the conversion of a storage room into two new offices in the Community Development Department, which is adjacent to LiveWell. He said it made sense to build them in conjunction with the LiveWell project.

Jim Bowers, Human Resources Director, said that the exit at the end of the hall will allow patients to leave the office down the stairwell for privacy.

*Councilmember Denny made a motion to approve Item 10a and Councilmember Williamson seconded the motion. Motion passed unanimously.*

*Councilmember Eiterich made a motion to approve Item 10b and Councilmember Williamson seconded the motion. Motion passed unanimously.*

### **COUNCILMEMBER REPORTS**

Councilmember Denny talked about the 250th anniversary of the United States Army on Saturday, June 14th. He said both he and Councilmember Nicks served in the Army. He also commended citizens in the community for exercising their first amendment rights during the protests over the weekend.

Mayor Sayers thanked Councilmembers Denny and Nicks for their service.

Councilmember Nicks said that the celebration of the 100th anniversary of the Lenexa Chamber of Commerce on June 12th was wonderful.

Councilmember Eiterich said that the ribbon cutting and grand opening of the beautiful Lenexa Old Town Activity Center was awesome and commended the Parks Department.

### **STAFF REPORTS**

Ms. Yocham said that there would be Committee of the Whole meetings on June 24th and July 8th for budget presentations and discussion.

#### **11. Quarterly Financial Report**

Nate Blum, Chief Financial Officer, presented the unaudited first quarter ("Q1") 2025 financial update, which is prepared on a cash basis, and highlighted the five key financial indicators. Overall, he said the city remains in a strong financial position with all indicators rated green.

Mr. Blum discussed both revenues and expenditures, reporting that total key revenues increased \$1.9 million (4%) over Q1 2024; City sales tax decreased 3% due to a temporary state exemption on communications/software and the January drop (-9%) has mostly recovered by May; use tax and county sales tax offsets the shortfall in city sales tax; stormwater service charges increased 5% due to development growth (this rate is unchanged since 2015); General Fund operating expenditures decreased due to public safety vacancies; debt service expenditures rose 9% due to recent bond issuances; and all fund expenditures remain within budget.

Mr. Blum then talked about the City's reserve balances and policies. He said the General Fund reserve is at 41%, exceeding the 35% target, though down from prior years due to capital project transfers. The Debt Service Fund reserves have been intentionally built up for major projects like road construction and Fire Station 6. The Rec Center Fund revenues are at 155% of budget; these are earmarked for capital improvements, with a CIP project expected later this year. Staff acknowledged the term "reserve" may be confusing, as this fund serves as a capital maintenance account. The Tourism and Convention Fund has a large balance; however, those funds are committed to grants and pending economic development payments.

Mr. Blum reviewed the City's debt and investment management, reporting the following the debt service ratio to expenditures dropped from about 15% to 11%, indicating prudent debt management; general obligation debt to appraised valuation stands at a low 1%; investment yields are slightly below benchmark but stable (unrealized losses are not concerning due to holding securities to maturity); and the investment portfolio balance is \$188 million as of March 31, 2025.

Mr. Blum also talked about economic indicators, reporting that commercial building valuation is slightly down at \$49.3 million; single-family and apartment valuations are up; the average Lenexa home value increased 6.8% to \$493,000; and Q1 building permit revenue is strong at \$312,000, though slightly below recent record-setting years.

Discussion occurred throughout regarding the importance of clarifying fund purposes (e.g., capital vs. contingency reserves) and commended staff for prudent planning and risk management. Staff confirmed reserves follow Council-adopted policies, including contingencies for economic downturns or major emergencies. Transfers for aging infrastructure and vehicles are handled through separate maintenance and equipment funds. Staff reinforced the city's long-term financial resilience strategy.

## **END OF RECORDED SESSION**

## **BUSINESS FROM FLOOR**

There was no business from the floor.

## **ADJOURN**

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



The meeting adjourned at 8:51 PM.

NOTE: These draft meeting minutes have been prepared using the assistance of AI.

Open AI. (2025). *ChatGPT Plus (4o version)*. [Large Language Model]. Prompt: "Summarize transcript for meeting minutes"  
<https://chat.openai.com/chat>

# Proclamation

**WHEREAS**, 24 percent of Lenexa's population is made up of Black, Asian, Latino, and indigenous cultures and a sense of belonging and inclusion in communities is vital for the wellbeing and mental health of BIPOC individuals; and

**WHEREAS**, Cultural hubs, areas in which people of a specific cultural background have come together to live, provide services, or connect with one another, are vital sources of belonging that promote overall mental health and wellness; and

**WHEREAS**, Those who have strong connections to their communities have better mental health outcomes including lower rates of suicide, violence, and feelings of isolation. In order to move toward a more mentally healthy future, community-led action must be prioritized and sustained; and

**WHEREAS**, Advocating for mentally healthy environments must prioritize access for all. Community support requires an understanding that everyone is deserving of a healthy environment and has a role in the wellness of those around them; and

**WHEREAS**, Bebe Moore Campbell, who is honored in July for her advocacy for the underserved and underrepresented communities in the mental health space, spearheaded conversations about mental health in the BIPOC community and how racial discrimination exacerbates the stigma surrounding mental illness.

**NOW, THEREFORE**, I, Julie Sayers, Mayor of Lenexa, Kansas do hereby proclaim the month of July 2025 in the City of Lenexa to be

## **BEBE MOORE CAMPBELL NATIONAL MINORITY MENTAL HEALTH AWARENESS MONTH**

and urge all Lenexans to join in the conversations about the importance of mental health in the BIPOC communities and recognize that mental health is shaped by social factors like how one is treated, access to resources, and societal expectations.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 1st day of July, 2025.



Julie Sayers  
Mayor of Lenexa, Kansas



**TO: Lenexa Governing Body**  
**FROM: Julie Sayers**  
**DATE: July 1, 2025**  
**RE: Appointment | Lenexa Parks & Recreation Advisory Board**

I am pleased to place before you, **Jennifer DeCicco** for appointment to the Parks & Recreation Advisory Board for a term beginning immediately upon your approval and continuing through February 28, 2027. This appointment will fill the current vacancy on the council following the resignation of Kelly Rasor.

Ms. DeCicco has lived in Lenexa for 33 years and holds multiple degrees in Business Administration, Accounting and Information Systems. In her current profession, she serves as Partner in Rubin Brown's Entrepreneurial Services Group, where she provides services for clients in the not-for-profit, construction, real estate, distribution, professional services, and restaurant industries. Jenny manages outsourced accounting and consulting services projects, client relations, team member training and support, and project budgeting and billing.

As you will see in her attached application and resume, Jenny has a particular interest in senior programming, and ensuring our 50+ community remains connected as that group of population grows. Jenny is also a parent, and as a long time resident, fully invested in continuing the growth and success of Lenexa's parks & recreation portfolio and services.

Your approval is recommended, as I believe Jenny will be an asset to our current group, adding her many skillsets in project management, accounting, budgeting, forecasting, process improvement, system implementations, team management, recruiting, and mentoring.

# Apply to Serve on a Volunteer Board, Council or Commission



Submitted on 22 May 2025, 9:20PM  
Receipt number BOARD72  
Related form version 5

## Select board, council or commission

For which board, council or commission do you wish to apply? Parks & Recreation Advisory Board

## Personal information

First name Jennifer  
Middle initial  
Last name De Cicco  
Street address 19707 West 96th Terrace  
Street address line 2  
City Lenexa  
State Kansas  
ZIP code 66220  
How many years have you lived in Lenexa? 33  
What cities, other than Lenexa, have you lived in? Overland Park, Lawrence, and Chicago

## Applicant's contact information

Email [REDACTED]  
Cell phone number [REDACTED]  
Home phone number  
Work phone number  
Preferred method of contact Cell phone



## Employment

Are you currently employed?	Yes
Job title / occupation	Partner/CPA
Place of employment	RubinBrown
Employer's address	1200 Main, Kansas City, MO 64105

## Interest / experience

Have you ever served on a board, council or commission?	No
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Please list the board, council or commission; the organization; the dates of service; as well as any positions held.

Explain why you are interested in serving as a member of this board, council or commission and why you would be a good addition.

I am interested in supporting all of the activities that make Lenexa an amazing place to live. I have a particular interest in senior activities as that population of our city grows and needs to remain connected to our community. I believe I would be a good addition based on the city development that I have witnessed as a long-time resident and my experience with parks and recreation activities as a parent.

List your related experience and expertise.

Through my work, I have experienced with project management, accounting, budgeting, forecasting, process improvement, system implementations, team management, recruiting, and mentoring.

List any professional associations or special honors you hold.

CPA license holder; member of the AICPA and Missouri Society of CPAs

List your civic involvement and activities.

## Potential conflicts of interest

Have you ever been involved with an application considered by the Planning Commission or Board of Zoning Appeals, as an applicant, neighbor or concerned citizen?

Do you have any current or prior involvement with the Lenexa Police Department that could present a conflict of interest in serving on the Police Community Advisory Board?

Please explain your involvement.

## Application materials

Attach your resume.	<a href="#">DeCicco_J_25.docx</a>
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Attach any supporting documents such as professional certifications, training or qualifications.

## Ready to submit?

I declare that the information I have provided in this application is a true and accurate reflection of my skills, knowledge and abilities.

I understand and confirm that my information is true and accurate

---

Applicant's signature



[Link to signature](#)

## Jenny De Cicco, CPA

### Partner

☎ 816.859.7932

@ jenny.decicco@rubinbrown.com

Jenny De Cicco is a Partner in RubinBrown's Entrepreneurial Services Group. With more than 20 years of accounting experience, she provides services for clients in the not-for-profit, construction, real estate, distribution, professional services, and restaurant industries. Jenny manages outsourced accounting and consulting services projects, client relations, team member training and support, and project budgeting and billing.

### Experience

#### **RubinBrown, LLP – Partner, Manager**

February 2019 – Present

- Manage outsourced accounting and consulting services engagements for the Entrepreneurial Services Group, including performance of services, client relations, team member training and support, and project budgeting and billing
- Assist with training coordination for Entrepreneurial Services Group team members
- Assist with mentoring and support of Entrepreneurial Services Group team members and service line administration in the Kansas City office
- Assist with recruiting of Entrepreneurial Services Group team members
- Assist with networking and business development efforts for the Entrepreneurial Services Group and the firm

#### **Scavuzzo's Inc. – Finance Director**

October 2016 – February 2019

- Managed financial reporting, tax reporting, payroll support and tax compliance, cash flow maintenance, budgeting, licenses and certifications, accounting group, and vendor billback reporting

#### **Hufft Projects LLC, Kansas City, MO – Financial Director**

May 2013 – October 2016

- Managed financial reporting, tax reporting, payroll processing, cash flow projections and planning, budgeting, project accounting, insurance coverage, human resources support, accounting group, accounting and project management software, and affiliate reporting

**St. James Academy – Math & Business Teacher**

August 2010 – May 2013

- Taught Algebra I, Algebra Assist, Math Lab, Precalculus, Honors Precalculus, College Algebra, Statistics, and Personal Finance

**Barrett & Associates – CPA**

October 2000 – December 2005

- Provided financial and income tax reporting and consulting services for clients (C corporations, S corporations, LLCs, partnerships, sole proprietors, and individuals)

**Sprint Nextel – Specialist**

July 1999 – October 2000

**Deloitte, International Tax Senior**

September 1996 – July 1999

**Education**

- M.A., Accounting & Information Systems, University of Kansas
- Graduate Education Certification, Secondary Math and Business, Avila University
- B.S., Business Administration & Accounting, University of Kansas

**Professional Organizations**

- Member, American Institute of Certified Public Accountants
- Member, Missouri Society of Certified Public Accountants

**Community Involvement**

- Tutor, Cristo Rey High School, Kansas City
- Treasurer, Kansas City Architectural Foundation



## CONDUIT PURCHASE AGREEMENT

This Conduit Purchase Agreement (the "Agreement") is made and entered into as of the June 18, 2025 between the City of Lenexa, Kansas ("CITY"), a Kansas municipal corporation and Everfast Fiber Networks, LLC (hereinafter "BUYER").

WHEREAS, CITY has built a duct bank, including certain conduits, handholes, and supporting facilities (collectively the "Facilities") beginning at the northwest corner of 87<sup>th</sup> Street Parkway and Scarborough Street and continuing north along Scarborough Street to 86<sup>th</sup> Street; then continuing along Hampton Street from 530 linear feet west of Scarborough easterly to Renner Boulevard; and including three separate crossings of Scarborough Street and one crossing of 86<sup>th</sup> Street ("Project Area") and desires to make available certain unused conduit ("Conduit") to BUYER; and

WHEREAS, BUYER has indicated a desire to purchase one (1) two-inch conduit from City, and

WHEREAS, CITY and BUYER (each a "Party" or both as "Parties") believe that the interests of the public and the Parties will be well served by selling CITY's unused Conduit in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### **Article 1.     Sale of Conduit**

- 1.1 CITY hereby agrees to convey to BUYER, and BUYER agrees to purchase from CITY, one conduit (the "Conduit") that is approximately two (2) inches outer dimension and seven handholes the specifications for which are attached hereto as Exhibit A and incorporated herein by this reference (the "Specifications"). The specific conduits and handholes to be sold hereunder shall be the facilities shown as the (Everfast Fiber) facilities in Exhibit A. A map of the route of the Conduit is attached hereto as Exhibit B and incorporated herein by this reference (the "Conduit Route").

CITY retains the right to use and otherwise grant the use of additional conduits, other than those being sold hereunder, to other entities, provided that such uses do not interfere with the rights granted to BUYER herein.

Except as set forth herein, no use of the Facilities, nor payment of any charges required under this Agreement, shall create a vested interest by BUYER in any easements or other ownership or property rights of any

nature in any other portion of the City's Facilities or other public property. The Parties acknowledge and agree that CITY is not supplying nor is CITY obligated to supply any electronics or optical or electrical equipment, or related facilities, and nothing contained herein shall give or convey to CITY any right, title or interest whatever in such telecommunications equipment or facilities, which shall at all times be and remain BUYER'S personal property notwithstanding that it may be or become attached to or embedded in reality.

- 1.2 Access: Unless otherwise agreed, BUYER shall have physical access to the Conduit and its cable while following current City regulations for lane closing in the right of way. Buyer's access is for the installation, splicing, repair, removal and maintenance of its cable and splicing enclosures. This access shall be limited to BUYER and its employees and agents.

## **Article 2. Compensation**

- 2.1 Purchase Price: BUYER shall pay to CITY the sum of \$28,883.92 payable within 30 days following the execution of this Agreement. The Purchase Price set forth herein constitutes the proportionate share of the cost of construction of the duct bank attributable to the Conduit and handholes being purchased under this Agreement.
- 2.2 Other Installation Fees: BUYER shall be responsible for all cost of material and installation of access points required for gaining access and connection to Conduit and Cable. BUYER must obtain a City right-of-way work permit prior to installation and at such other times as required by the City's right-of-way management ordinance, but the City hereby agrees to waive the fee required by such right-of-way management ordinance on the initial installation.

## **Article 3. Taxes, Licenses, Liens**

- 3.1 For so long as BUYER occupies the Conduit, BUYER shall pay, when due, any taxes and surcharges, including sales and use taxes, or any other fees in lieu of taxes assessed pursuant to the use of the Conduit by BUYER, which are directly assessed on its activities involving the Conduit, as well as fees, if any, for BUYER'S use of CITY's Facilities. BUYER shall keep CITY's Facilities free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Conduit by BUYER. If BUYER fails to pay, or bring appropriate challenge to, the above mentioned taxes, assessments, or other fees, and such failure results in the imposition of a lien or encumbrance or an assessment directly against CITY, CITY shall have the right to pay the same and charge the amount thereof to BUYER, who shall pay the same upon demand. This right is in addition to any other right provided to CITY herein to remedy a breach of this Agreement.



If either Party is audited by a taxing authority or other government authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or resulting controversy can be resolved expeditiously. With respect to any tax or tax controversy covered by this Section, BUYER is entitled to contest, with the imposing jurisdiction, pursuant to applicable law and at its own expense, any tax that it is ultimately obligated to pay. BUYER will ensure that no lien is attached to any asset of CITY as result of any such contest. BUYER shall be entitled to the benefit of any refund or recovery amounts that it had previously paid resulting from such a contest.

Should any such tax or taxes be levied and/or assessed, CITY shall notify BUYER accordingly as soon as is reasonably practical. CITY shall also provide BUYER with copies of any and all notices, bills, and other pertinent documentation. BUYER shall within the time allotted in the tax notice pay all such amounts.

#### **Article 4.     Maintenance**

- 4.1     Conduit: BUYER or its contractors or subcontractors shall be solely responsible for the maintenance and repair of the Conduit purchased hereunder. BUYER hereby agrees to operate within said Conduit at all times in accordance of all applicable ordinances, statutes, regulations, laws, tariffs, and codes. BUYER shall make best efforts to schedule and perform maintenance and repair in a manner that will have the least impact on the operation of any entity occupying the Facilities or of Scarborough Street or Hampton Street itself. Buyer is responsible to meet all of City's specifications and requirements regarding work in the right of way.
- 4.2     Other Facilities: BUYER, at its sole expense, shall maintain its manholes, service box and other conduits, as may have been installed pursuant to this Agreement.
- 4.3     City Facilities: City shall be solely responsible for the maintenance and repair of all City Facilities.

#### **Article 5.     Relocation**

- 5.1     If relocation of the conduit, manholes/service boxes or any of the BUYER's facilities installed in the conduit are required for a City public improvement project, then BUYER shall be responsible for 100 percent of the costs of relocation. This Article shall survive execution of this Agreement and the conveyance of the ownership of the conduit described herein.

## **Article 6.     Representations and Warranties**

- 6.1 CITY represents and warrants that the Facility will be installed and located in or under easements and/or rights-of-ways owned or controlled by the CITY. To the extent permitted by law and subject to the maximum liability and immunity provisions of the Kansas Tort Claims Act, CITY agrees to indemnify and hold BUYER harmless from any and all claims arising from allegations that the Facility is located or installed at, on or under a location where the City lacks the appropriate easement or right-of-way.
- 6.2 BUYER warrants that it has all necessary corporate authority authorizing it to enter into this Agreement.
- 6.3 BUYER represents that is has all licenses, permits and rights authorizing it to enter into this Agreement and to install its facilities in the Conduit as contemplated by this Agreement. BUYER agrees to indemnify and hold CITY harmless from any and all claims arising from allegations that BUYER lacks such licenses, permits and rights.
- 6.4 Subject to the provisions of paragraphs 6.1 through 6.4 above, BUYER will assume ownership of the conduit "AS IS" and "WHERE IS." No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.

## **Article 7.     Assignment and Transfer**

- 7.1 Assignment or Transfer: Unless specifically provided herein, BUYER shall not assign, transfer or sublet any of the privileges described in this Agreement without the prior written consent of CITY, said consent not to be unreasonably withheld. For purposes of this Article, transactions between BUYER and any of its subsidiary companies (companies in which BUYER has a controlling interest), or parent companies (companies have or acquire a controlling interest in BUYER) shall not be considered an assignment, transfer or a sublet, but the same shall require written notice to CITY.

## **Article 8     Indemnification and Limitation of Liability**

- 8.1 For purposes of this Agreement and to the extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to defend, indemnify and hold harmless the other Party (the "Indemnified Party"), its officers, employees and agents (as applicable), from and against claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, the Indemnified Party, its officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful



misconduct of or breach of contract by the Indemnifying Party, its officers, employees or agents (as applicable) in the performance of any services or work pursuant to this Agreement. The duty of the Indemnifying Party to indemnify and hold harmless, as set forth herein, shall include the duty to defend. City's obligation to indemnify and hold BUYER harmless hereunder shall be subject to the maximum liability and immunity provisions of the Kansas Tort Claims Act.

## **Article 9. Insurance**

- 9.1 BUYER agrees to deliver to CITY a certificate of commercial general liability insurance, including public liability, contractual liability, premises liability, and property damage, acceptable to and approved by the City Attorney, covering bodily injury and property damage, premises, operations described hereunder and products therein, in amounts as follows: a general aggregate limit of \$2,000,000; \$1,000,000 per occurrence.
- 9.2 BUYER further shall at all times maintain adequate Workers Compensation Insurance as required by Kansas law.
- 9.3 A certificate evidencing the existence of the insurance required herein shall be delivered to the CITY within thirty (30) days of the execution of this Agreement. Each such certificate shall contain valid provision or endorsement that the policy may not be canceled or terminated without giving thirty (30) days written notice thereof to CITY.
- 9.4 BUYER shall not take any action to materially modify or erode the insurance policies required by this Agreement without obtaining the written consent of SELLER.
- 9.5 A renewal certificate shall be delivered to CITY as least fifteen (15) days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.
- 9.6 Failure to maintain or provide proof of insurance shall constitute an immediate breach of this Agreement.
- 9.7 At all times during the term of this Agreement, BUYER shall maintain and shall require its contractor and subcontractors, which do any work in connection with this Agreement, to maintain insurance coverage as described herein and will produce proof of insurance on demand by CITY.
- 9.8 As an alternative to the requirements of Subsection 9.1-9.6 BUYER may demonstrate to the satisfaction of the CITY that it is self-insured and as such BUYER has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (2,000,000) in aggregate, to protect against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by BUYER, or alleged to so have been caused or occurred.



## **Article 10. General Provisions**

- 10.1 Confidentiality: If either Party provides confidential information to the other in writing and is identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither Party shall, however, be required to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, by statute, is independently developed by the receiving Party or which becomes available to the receiving Party or which becomes available to the receiving party without known restrictions from a third party.
- 10.2 Inspection: During the construction of the conduit, CITY will provide inspection of contractor's work, and BUYER is allowed to observe construction and provide reasonable comment and recommendations.
- 10.3 Costs: Each party shall bear all of its own attorney's fees and other expenses related to this Agreement.
- 10.4 No Third Party Beneficiaries: None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Parties receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- 10.5 No Partnership: The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, the Parties.
- 10.6 Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- 10.7 Governing Law: This Agreement shall be governed by and construed solely in accordance with the laws of the State of Kansas.
- 10.8 Severability: In the event any term, covenant or condition of this Agreement, or the application of such term covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms covenants and conditions of Agreement.
- 10.9 Force Majeure: Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies,

insurrections, terrorism, riots, wars, or strikes, lockouts, work stoppages or other labor difficulties.

- 10.10 Waiver: No delay or omission by either Party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party shall impair that right or power or be constructed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions or agreements to be performed by the other Party shall not be construed to be a general waiver of any such covenants, conditions or agreements, but the same shall be and remain at all times in full force and effect.
- 10.11 Headings: The Article headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.
- 10.12 Notices: All notices, requests or other communications (other than those normally required during the installation process) under this Agreement or required by law shall be in writing and shall be hand-delivered, sent by overnight delivery service, mailed by first-class, registered or certified mail, postage prepaid and return receipt requested, or transmitted by telegram or facsimile.

If to CITY:  
Community Development Director  
City of Lenexa, Kansas  
12350 West 87<sup>th</sup> Street Parkway  
Lenexa, Kansas 66215

With a copy to:  
City Attorney  
City of Lenexa, Kansas  
12350 West 87<sup>th</sup> Street Parkway  
Lenexa, Kansas 66215

If to BUYER:  
Everfast Fiber Networks  
9669 Lackman Rd.  
Lenexa, KS. 66219

With a copy to:  
Astatine Investment Partners  
50 Old Field Point Rd.  
Greenwich, CT 06830

- 10.13 No Implied Representations: No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the Parties, except as specifically set forth in this Agreement.



- 10.14 Integrated Agreement and Amendments: This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. The Parties shall only amend this Agreement in writing with the proper official signatures attached thereto. This Agreement supersedes all prior oral and written communications, agreements and understandings of the Parties with respect to the subject of this Agreement, The Parties intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.
- 10.15 General Survival of Terms: To the fullest extent of the law, the terms of this agreement shall survive the closing of the agreement.

**CITY OF LENEXA, KANSAS**

By: \_\_\_\_\_  
Julie Sayers, Mayor

[SEAL]

ATTEST:

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

APPROVED AS TO FORM:

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

BY: \_\_\_\_\_  
Signature

Scott Randall

Print Name

Chief Executive Officer

\_\_\_\_\_  
Title



[illegible]

Sheet  
46 of 99

Advent Health Benefit District Public Plans	19-0116	Advent Health Benefit District Lenexa, Johnson County, Kansas
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Utility Layout

98	Jan	06	11/00/00
97	Dec	05	10/29/00
96	Nov	04	10/29/00
95	Oct	03	10/29/00
94	Sep	02	10/29/00
93	Aug	01	10/29/00
92	Jul	01	10/29/00
91	Jun	01	10/29/00
90	May	01	10/29/00
89	Apr	01	10/29/00
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5	Apr	01	10/29/00
4	Mar	01	10/29/00
3	Feb	01	10/29/00
2	Jan	01	10/29/00
1	Dec	01	10/29/00

**Renaissance  
Infrastructure  
Consulting**

8453 PINECREST LANE  
SUITE 100, WILLOW PARK, ONTARIO L2Y 1A1  
905.337.0500  
WWW.RE-CONSULT.COM









TO:

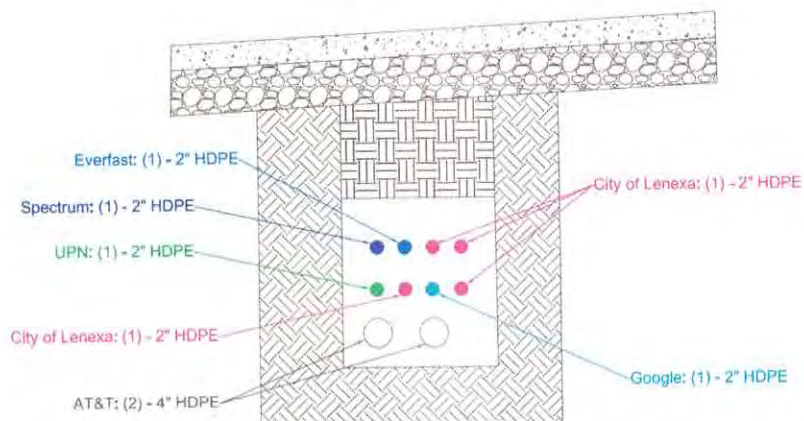
AT&T  
Attn: Randy Gaskin  
[rg9513@att.com](mailto:rg9513@att.com)

Google Fiber  
Attn: Marshall Martens  
[mmartens@google.com](mailto:mmartens@google.com)

Spectrum  
Attn: Daron Dietz  
[Daron.Dietz@charter.com](mailto:Daron.Dietz@charter.com)

Everfast Fiber  
Attn: Tim Laforce  
[Tim.laforce@everfastfiber.com](mailto:Tim.laforce@everfastfiber.com)

The City of Lenexa installed a duct bank at part of the City Center North/Advent Street Improvement project. The duct bank consists of eight 2-inch diameter conduits and two 4-inch diameter conduits. The location, size and utility company that has shown interest in the conduits is shown below.



The city solicited bids from five contractors to install handholes at seven locations along the duct bank. See the attached exhibits for locations. K&W was the low bidder. The cost to install the seven handholes and connect conduit for your company was \$28,883.92.

Due to the funding sources used for construction of the duct bank/conduit, there is no cost for purchase of the conduit (the cost is subsidiary to the handhole cost above). However, the conduit will only be provided if you sign the attached purchase agreement and reimburse the city for the handhole costs.

Please complete the agreement (yellow highlighted) and return. Once the agreement is received, an invoice will be sent through the city's Finance Department.